



AGENDA
REGULAR MEETING OF THE BOARD OF DIRECTORS
District Board Room, 2890 Mosquito Road, Placerville, California
August 14, 2023 — 9:00 A.M.

Board of Directors

Brian K. Veerkamp—Division 3
President

Alan Day—Division 5
Vice President

George Osborne—Division 1
Director

Pat Dwyer—Division 2
Director

Lori Anzini—Division 4
Director

Executive Staff

Jim Abercrombie
General Manager

Brian D. Poulsen
General Counsel

Jennifer Sullivan
Clerk to the Board

Jesse Saich
Communications

Brian Mueller
Engineering

Jamie Bandy
Finance

Jose Perez
Human Resources

Tim Ranstrom
Information Technology

Dan Corcoran
Operations

PUBLIC COMMENT: Anyone wishing to comment about items not on the Agenda may do so during the public comment period. Those wishing to comment about items on the Agenda may do so when that item is heard and when the Board calls for public comment. Public comments are limited to five minutes per person.

PUBLIC RECORDS DISTRIBUTED LESS THAN 72 HOURS BEFORE A MEETING: Any writing that is a public record and is distributed to all or a majority of the Board of Directors less than 72 hours before a meeting shall be available for immediate public inspection in the office of the Clerk to the Board at the address shown above. Public records distributed during the meeting shall be made available at the meeting.

AMERICANS WITH DISABILITIES ACT: In accordance with the Americans with Disabilities Act (ADA) and California law, it is the policy of El Dorado Irrigation District to offer its public programs, services, and meetings in a manner that is readily accessible to everyone, including individuals with disabilities. If you are a person with a disability and require information or materials in an appropriate alternative format, or if you require any other accommodation for this meeting, please contact the EID ADA coordinator at 530-642-4045 or email at adacoordinator@eid.org at least 72 hours prior to the meeting. Advance notification within this guideline will enable the District to make reasonable accommodations to ensure accessibility.

District Board Meetings are open to in-person attendance by the public and conducted virtually. The public may participate in the District's Board meeting by teleconference or web conference via the instructions below. Members of the public who participate in the meeting via teleconference or web conference will be given the opportunity to speak and address the Board, and their comments will be included in the recording of the meeting.

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PUBLIC PARTICIPATION INSTRUCTIONS

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Dial **1.669.900.6833** and enter Meeting ID **945 6360 8941** when prompted.

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CALL TO ORDER

Roll Call
Pledge of Allegiance
Moment of Silence

ADOPT AGENDA

COMMUNICATIONS

General Manager's Employee Recognition

PUBLIC COMMENT

COMMUNICATIONS

General Manager

Brief reports on District activities or items of interest to the public, including activities or developments that occur after the agenda is posted.

Clerk to the Board

Board of Directors

Brief reports on community activities, meetings, conferences and seminars attended by the Directors of interest to the District and the public.

APPROVE CONSENT CALENDAR

Action on items pulled from the Consent Calendar

CONSENT CALENDAR

1. Clerk to the Board (Sullivan)

Consider approving the minutes of the July 24, 2023 regular meeting of the Board of Directors.

Option 1: Approve as submitted.

Option 2: Take other action as directed by the Board.

Option 3: Take no action.

Recommended Action: Option 1.

2. Office of the General Counsel (Sarge)

Consider adopting a resolution quitclaiming an unused easement to the landowner of Assessor Parcel No. 317-250-034.

Option 1: Adopt a resolution quitclaiming an unused easement to the landowner of Assessor Parcel No. 317-250-034.

Option 2: Take other action as directed by the Board.

Option 3: Take no action.

Recommended Action: Option 1.

3. Finance (Bandy)

Consider receiving and filing the District’s Investment Report for the quarter ending June 30, 2023.

Option 1: Receive and file the District’s Investment Report for the quarter ending June 30, 2023.

Option 2: Take other action as directed by the Board.

Option 3: Take no action.

Recommended Action: Option 1.

4. Operations/Finance/Engineering (Wilson/Downey/Mueller)

Consider approving payments to Regional Water Authority in the not-to-exceed amounts of \$81,692 for general membership and \$40,551 for water efficiency program membership dues for a total payment of \$122,243 for Regional Water Authority membership dues for fiscal year 2023-2024.

Option 1: Approve payments to Regional Water Authority in the not-to-exceed amounts of \$81,692 for general membership and \$40,551 for water efficiency program membership dues for a total payment of \$122,243 for Regional Water Authority membership dues for fiscal year 2023-2024.

Option 2: Take other action as directed by the Board.

Option 3: Take no action.

Recommended Action: Option 1.

5. Finance (Royal)

Consider awarding a contract to RoofConnect National Roofing Services in the not-to-exceed amount of \$293,310 for recoating the headquarters facility roof and authorize additional funding of \$29,331 in contingency for a total funding request of \$322,641 for the Headquarters Facility Improvements Project, Project No. 23027.

Option 1: Award a contract to RoofConnect National Roofing Services in the not-to-exceed amount of \$293,310 for recoating the headquarters facility roof and authorize additional funding in the amount of \$29,331 in contingency for a total funding request of \$322,641 for the Headquarters Facility Improvements project, Project No. 23027.

Option 2: Take other action as directed by the Board.

Option 3: Take no action.

Recommended Action: Option 1.

6. Finance (Lane/Bandy)

Consider adopting five resolutions authorizing District staff to perform specified cash management and investment activities on behalf of the District.

Option 1: Adopt five resolutions authorizing District staff to perform specified cash management and investment activities on behalf of the District.

Option 2: Take other action as directed by the Board.

Option 3: Take no action.

Recommended Action: Option 1.

7. Operations (Wilson)

Consider approving a contract amendment to Joe Vicini, Inc. in the not-to-exceed amount of \$155,000.50 for asphalt patch paving and associated pavement restoration work.

Option 1: Approve a contract amendment to Joe Vicini, Inc. in the not-to-exceed amount of \$155,000.50 for asphalt patch paving and associated pavement restoration work.

Option 2: Take other action as directed by the Board.

Option 3: Take no action.

Recommended Action: Option 1.

END OF CONSENT CALENDAR

WORKSHOP ITEMS

8. Finance (Bandy)

Cost of Service Rate Study Workshop.

Recommended Action: None – Information only.

ACTION ITEMS

9. Finance (Bandy)

Consider ratifying EID General Warrant Registers for the periods ending July 18, July 25 and August 1, 2023, and Employee Expense Reimbursements for these periods.

Option 1: Ratify the EID General Warrant Registers and Employee Expense Reimbursements as submitted.

Option 2: Take other action as directed by the Board.

Option 3: Take no action.

Recommended Action: Option 1.

10. Engineering (Wilson)

Consider approving a contract amendment to G3 Engineering Inc. in the not-to-exceed amount of \$77,000 for the purchase of a clear well water pump at the El Dorado Hills Water Treatment Plant and authorize additional funding of \$3,000 for crane services and \$3,000 in capitalized labor for a total funding request of \$83,000 for the El Dorado Hills Water Treatment Plant Clear Well Pump Replacement Project, Project No. 23017.01, which staff has determined is exempt from the California Environmental Quality Act.

Option 1: Approve a contract amendment to G3 Engineering Inc. in the not-to-exceed amount of \$77,000 for the purchase of a clear well water pump at the El Dorado Hills Water Treatment Plant and authorize additional funding of \$3,000 for crane services and \$3,000 in capitalized labor for a total funding request of \$83,000 for the El Dorado Hills Water Treatment Plant Clear Well Pump Replacement Project, Project No. 23017.01, which staff has determined is exempt from the California Environmental Quality Act.

Option 2: Take other action as directed by the Board.

Option 3: Take no action.

Recommended Action: Option 1.

11. Engineering (Carrington)

Consider awarding contracts to Bay City Electric in the not-to-exceed amount of \$678,465 and Big Valley Electric in the not-to-exceed amount of \$263,000 for the purchase of 15 emergency backup generators for a total funding request of \$941,465 for the Emergency Backup Generator Upgrades Project, Project Nos. 21040.01 and 21041.01.

Option 1: Award contracts to Bay City Electric in the not-to-exceed amount of \$678,465 and Big Valley Electric in the not-to-exceed amount of \$263,000 for the purchase of 15 emergency backup generators for a total funding request of \$941,465 for the Emergency Backup Generator Upgrades Project, Project Nos. 21040.01 and 21041.01.

Option 2: Take other action as directed by the Board.

Option 3: Take no action.

Recommended Action: Option 1.

REVIEW OF ASSIGNMENTS

ADJOURNMENT

TENTATIVELY SCHEDULED ITEMS FOR FUTURE MEETINGS

Engineering

- Sly Park day-use area stabilization construction contract, Action, August 28 (Kelsch)
- Reservoir 1 and Pollock Pines Reservoir Replacement Project basis of design report contract, Action, August 28 (DeLongchamp)
- Water treatment plant condition assessments and preliminary improvements, Information, August 28 (Mueller)

Finance

- Heating, ventilation and air conditioning controls upgrade headquarters, Consent, August 28 (Royal)
- Cost of Service Analysis status update, Workshop, August 28 (Bandy)

Office of the General Counsel

- Surplus Property Declaration Assessor Parcel No. 105-210-030 (Hidden Lake), Consent, August 28
- Permit 21112 Change in Point of Diversion Capital Improvement Plan funding request, Consent, August 28 (Leeper)

EL DORADO IRRIGATION DISTRICT
August 14, 2023

General Manager Communications

Awards and Recognitions

- a) The District received a call from customer Jim Fleming to express his thanks to Don Holland, Distribution Operator, and Jene Hayden, Distribution Operator, who worked on a repair near his home. Mr. Fleming stated that everyone, from start to finish, was easy to work with and very professional. This exemplifies staff's continued commitment to the District's *Excellent Customer Service* guiding principle.

Staff Reports and Updates

None



MINUTES
REGULAR MEETING OF THE BOARD OF DIRECTORS
District Board Room, 2890 Mosquito Road, Placerville, California
July 24, 2023 — 9:00 A.M.

Board of Directors

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President

Alan Day—Division 5
Vice President

George Osborne—Division 1
Director

Pat Dwyer—Division 2
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CALL TO ORDER

President Veerkamp called the meeting to order at 9:00 A.M.

Roll Call Board

Present: Directors Osborne, Dwyer, Veerkamp, Anzini and Day

Staff

Present: Acting General Manager Corcoran, General Counsel Poulsen and Board Clerk Sullivan

Absent: General Manager Abercrombie

Pledge of Allegiance and Moment of Silence

Director Veerkamp led the Pledge of Allegiance and Moment of Silence.

ADOPT AGENDA

ACTION: Agenda was adopted.

MOTION PASSED

Ayes: Directors Osborne, Dwyer, Veerkamp, Anzini and Day

COMMUNICATIONS

Awards and Recognitions

None

PUBLIC COMMENT

None

COMMUNICATIONS

General Manager

None

Clerk to the Board

None

Board of Directors

Director Osborne asked for the status on the Silver Lake West campground closure.

Director Veerkamp reported that the El Dorado Local Agency Formation Commission regular meeting scheduled in July was canceled, and the next regular meeting will be held in August. He also reported that he has been working with the Cameron Park Community Services District.

APPROVE CONSENT CALENDAR

Public Comment: Harlene Issa

MOTION: Motion by Director Dwyer and seconded by Director Day to approve the Consent Calendar. Directors Dwyer and Day later withdrew their motions.

ACTION: Item No. 2 was postponed. Consent Calendar was approved as amended.

MOTION PASSED

Ayes: Directors Dwyer, Osborne, Veerkamp, Anzini and Day

CONSENT CALENDAR

1. Clerk to the Board (Sullivan)

Consider approving the minutes of the June 26, 2023 regular meeting of the Board of Directors.

ACTION: Option 1: Approved as submitted.

MOTION PASSED

Ayes: Directors Dwyer, Osborne, Veerkamp, Anzini and Day

2. Office of the General Counsel (Sarge)

Consider adopting a resolution declaring Assessor Parcel No. 105-210-021 (Hidden Lake) to be surplus to District needs.

No action taken. This item was removed prior to the approval of the Consent Calendar.

3. Finance (Bandy)

Consider receiving and filing the District's Investment Report for the quarter ending March 31, 2023.

ACTION: Option 1: Received and filed the District's Investment Report for the quarter ending March 31, 2023.

MOTION PASSED

Ayes: Directors Dwyer, Osborne, Veerkamp, Anzini and Day

4. Engineering (Kelsch)

Consider awarding a contract to WildHeron Drilling in the not-to-exceed amount of \$177,849 for well drilling for the Silver Lake Campgrounds and authorize additional funding of \$10,000 for construction inspection services, \$10,833 for engineering services, \$35,000 for capitalized labor and \$23,368 in contingencies for a total funding request of \$257,050 for the Silver Lake East Campground Reconstruction, Project No. 06082H.02; and consider the Addendum to the Mitigated Negative Declaration for the Caples Lake and Silver Lake East Campground Improvements Project.

ACTION: Option 1: Awarded a contract to WildHeron Drilling in the not-to-exceed amount of \$177,849 for well drilling for the Silver Lake Campgrounds and authorized additional funding of \$10,000 for inspection services, \$10,833 for engineering services, \$35,000 for capitalized labor and \$23,368 in contingencies for a total funding request of \$257,050 for the Silver Lake East Campground Reconstruction, Project No. 06082H.02; and consider the Addendum to the Mitigated Negative Declaration for the Caples Lake and Silver Lake East Campground Improvements Project.

MOTION PASSED

Ayes: Directors Dwyer, Osborne, Veerkamp, Anzini and Day

5. Finance (Downey)

Consider adopting a resolution approving non-ad valorem charges and authorizing El Dorado County Auditor-Controller's Office to place said charges on the tax roll and the Treasurer-Tax Collector's Office to collect said charges for the tax roll year 2023/2024.

ACTION: Option 1: Adopted Resolution No. 2023-015, approving non-ad valorem charges and authorizing El Dorado County Auditor-Controller's Office to place said charges on the tax roll and the Treasurer-Tax Collector's Office to collect said charges for the tax roll year 2023/2024.

MOTION PASSED

Ayes: Directors Dwyer, Osborne, Veerkamp, Anzini and Day

END OF CONSENT CALENDAR

INFORMATION ITEMS

6. Finance (Downey)

2023 Customer Satisfaction Survey results.

ACTION: None – Information only.

ACTION ITEMS

7. Finance (Bandy)

Consider ratifying EID General Warrant Registers for the periods ending June 20, June 27, July 3, July 11, 2023, and Employee Expense Reimbursements for these periods.

ACTION: Option 1: Ratified the EID General Warrant Registers and Employee Expense Reimbursements as submitted.

MOTION PASSED

Ayes: Directors Day, Osborne, Dwyer, Veerkamp and Anzini

8. Engineering (Eden-Bishop)

Consider awarding a contract to TNT Industrial Contractors, Inc. in the not-to-exceed amount of \$819,200 for construction of the El Dorado Hills Wastewater Treatment Plant Filters 5 and 6 Rehabilitation Project and authorize additional funding of \$24,022 for engineering services, \$24,910 for construction management, \$24,700 for inspection services, \$16,095 for specialty coating inspection, \$22,000 for capitalized labor, and \$122,880 in construction contingency for a total funding request of \$1,053,807 for the El Dorado Hills Wastewater Treatment Plant Filters 5 and 6 Rehabilitation Project, Project No. 22039.01, which staff has determined is exempt from the California Environmental Quality Act.

ACTION: Option 1: Awarded a contract to TNT Industrial Contractors in the not-to-exceed amount of \$819,200 for the construction of the El Dorado Hills Wastewater Treatment Plant Filters 5 and 6 Rehabilitation Project and authorized additional funding of \$24,022 for engineering services, \$24,910 for construction management, \$24,700 for inspection services, \$16,095 for specialty coating inspection, \$22,000 for capitalized labor, and \$122,880 in project contingency for a total funding request of \$1,053,807 for the El Dorado Hills Wastewater Treatment Plant Filters 5 and 6 Rehabilitation Project, Project No. 22039.01, which staff has determined is exempt from the California Environmental Quality Act.

MOTION PASSED

Ayes: Directors Day, Anzini, Osborne, Dwyer and Veerkamp

9. Information Technology (Ranstrom)

Consider awarding a contract to CDW-G in the not-to-exceed amount of \$313,066 for the purchase of server equipment and authorize additional funding of \$33,000 for capitalized labor and \$17,000 in contingency for a total funding request of \$363,066 for the Enterprise Server Replacement Project, Project No. 23024.01.

ACTION: Option 1: Awarded a contract to CDW-G in the not-to-exceed amount of \$313,066 for the purchase of server equipment and authorized additional funding of \$33,000 for capitalized labor and \$17,000 in contingency for a total funding request of \$363,066 for the Enterprise Server Replacement Project, Project No. 23024.01.

MOTION PASSED

Ayes: Directors Dwyer, Anzini, Osborne, Veerkamp and Day

10. Engineering (Money)

Consider awarding a contract to Syblon Reid Contractors in the not-to-exceed amount of \$1,117,000 for construction of the Echo Conduit Emergency Replacement Project and authorize additional funding of \$75,000 for engineering services, and \$120,000 in project contingency for a total funding request of \$1,312,000 for the Echo Conduit Emergency Replacement Project, Project No. 23026.01, which staff has determined is exempt from the California Environmental Quality Act.

ACTION: Option 1: Awarded a contract to Syblon Reid Contractors in the not-to-exceed amount of \$1,117,000 for construction of the Echo Conduit Emergency Replacement Project and authorized additional funding of \$75,000 for engineering services, and \$120,000 in project contingency for a total funding request of \$1,312,000 for the Echo Conduit Emergency Replacement Project, Project No. 23026.01, which staff has determined is exempt from the California Environmental Quality Act.

MOTION PASSED

Ayes: Directors Osborne, Day, Dwyer, Veerkamp and Anzini

CLOSED SESSION

A. Conference with General Counsel—Anticipated Litigation (Poulsen)

Government Code Sections 54956.9(d)(2)

(one potential case: California River Watch Notice of Intent to Sue Under Clean Water Act)

ACTION: On a motion by Director Day and Seconded by Director Dwyer, the Board unanimously approved a Settlement Agreement and Release between the District and California River Watch regarding alleged violations of the Federal Clean Water Act. Once fully executed, the Settlement Agreement and Release is a public record available upon request.

REVIEW OF ASSIGNMENTS

Directors Dwyer and Day requested that staff provide the Board with additional details regarding the District's 2023 Customer Satisfaction Survey, including customer comments and a statistical breakdown of survey responses.

ADJOURNMENT

President Veerkamp adjourned the meeting at 10:24 A.M.

Brian K. Veerkamp
Board President
EL DORADO IRRIGATION DISTRICT

ATTEST

Jennifer Sullivan
Clerk to the Board
EL DORADO IRRIGATION DISTRICT

Approved: _____

EL DORADO IRRIGATION DISTRICT

SUBJECT: Consider adopting a resolution quitclaiming an unused easement to the landowner of Assessor Parcel No. 317-250-034.

PREVIOUS BOARD ACTION

None

BOARD POLICIES (BP), ADMINISTRATIVE REGULATIONS (AR) AND BOARD AUTHORITY

Water Code Sections 22500 and 22502

SUMMARY OF ISSUE

The landowner of Assessor Parcel Number (APN) 317-250-034 requests the District quitclaim its property interests of the unused ditch easement on their property located in Placerville, California. The District abandoned its right on the subject property by non-use of the Farmer's Free Ditch easement in 2000, and therefore staff recommends the easement be quitclaimed.

BACKGROUND/DISCUSSION

The District historically operated the Farmer's Free Ditch across the subject property to meet agricultural needs of the community. Those needs were subsequently more efficiently met through piped water from the potable water system. The water rights associated with the Farmer's Free Ditch are now one of five District water rights diverted downstream at Folsom Reservoir to meet the growing customer base along the western portion of the District's service area.

District staff has researched the landowner's request and determined that an easement across the landowner's parcel, which has been abandoned by nonuse of the Farmer's Free Ditch, is not necessary. As such, staff prepared a proposed easement quitclaim relinquishing the District's interest in the easement within APN 317-250-034 for the Board's consideration. Easement quitclaims are required to be presented to the District's Board of Directors for review and approval by resolution. After approval by the Board, easement quitclaims are then recorded at the El Dorado County Recorder's Office. The proposed easement quitclaim is provided as Exhibit A-1 to the proposed resolution.

BOARD OPTIONS

Option 1: Adopt a resolution quitclaiming an unused easement to the landowner of Assessor Parcel No. 317-250-034.

Option 2: Take other action as directed by the Board.

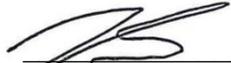
Option 3: Take no action.

RECOMMENDATION

Option 1

ATTACHMENTS

Attachment A: Proposed resolution



Rachel Sarge
Legal Secretary



Dan Corcoran
Operations Director



Elizabeth Leeper for
Brian Poulsen
General Counsel



Jim Abercrombie
General Manager

1 **RESOLUTION OF THE BOARD OF DIRECTORS OF**
2 **EL DORADO IRRIGATION DISTRICT**
3 **APPROVING AND AUTHORIZING EXECUTION OF EASEMENT QUITCLAIM**
4 **ASSESSOR PARCEL NUMBER 317-250-034**

5 WHEREAS, El Dorado Irrigation District (“District”) acquired all right, title and interest in
6 the water rights and real property interests to the Farmer’s Free Ditch, built in the 1800s; and

7 WHEREAS, the District subsequently elected to supply customers that were previously
8 supplied water through the Farmer’s Free Ditch with water from the District’s piped potable water
9 system; and

10 WHEREAS, the District therefore ceased use of the Farmer’s Free Ditch and abandoned its
11 easement right by non-use of the Farmer’s Free Ditch easement in 2000; and

12 WHEREAS, the District has since arranged for the water rights associated with the Farmer’s
13 Free Ditch to be diverted downstream at Folsom Reservoir; and

14 WHEREAS, property owners of Assessor Parcel Number 317-250-034 (Property) requested
15 the District approve an easement quitclaim for all portions of the Farmer’s Free Ditch found on their
16 Property; and

17 WHEREAS, the requested easement to be quitclaimed does not affect District operations or
18 water supply; and

19 WHEREAS, the District no longer requires or utilizes the Farmer’s Free Ditch located on the
20 Property and no longer requires the subject easement rights; and

21 WHEREAS, the District desires to relieve itself of all administrative and legal responsibilities
22 associated with the subject easement to be quitclaimed.

23 NOW THEREFORE, El Dorado Irrigation District does hereby authorize and approve
24 execution of an easement quitclaim to any portion of the Farmer’s Free Ditch easement held in the
25 real property identified by Assessor Parcel Number 317-250-034 attached hereto as Exhibit A-1.

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1 The foregoing Resolution was introduced at a regular meeting of the Board of Directors of the
2 EL DORADO IRRIGATION DISTRICT, held on the 14th day of August 2023, by Director who
3 moved its adoption. The motion was seconded by Director and a poll vote taken which stood as
4 follows:

5 AYES:

6 NOES:

7 ABSENT:

8 ABSTAIN:

9 The motion having a majority of votes "Aye", the resolution was declared to have been
10 adopted, and it was so ordered.

11 _____
12 Brian K. Veerkamp
13 Board of Directors
14 EL DORADO IRRIGATION DISTRICT

15 ATTEST:

16 _____
17 Jennifer Sullivan
18 Clerk to the Board
19 EL DORADO IRRIGATION DISTRICT

20 (SEAL)

21 ///

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I, the undersigned, Clerk to the Board of the EL DORADO IRRIGATION DISTRICT hereby certify that the foregoing resolution is a full, true and correct copy of a Resolution of the Board of Directors of the EL DORADO IRRIGATION DISTRICT entered into and adopted at a regular meeting of the Board of Directors held on the 14th day of August 2023.

Jennifer Sullivan
Clerk to the Board
EL DORADO IRRIGATION DISTRICT

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Recording Requested By, & Mail To:
El Dorado Irrigation District
2890 Mosquito Road
Placerville, CA 95667
c/o Aaron Dinsdale, RWA

Name: **Michael Morales**
Address: 2590 Mortara Cir, Placerville, CA 95667

APN: 317-250-034
Documentary Transfer Tax \$ 0 RTT 11922

For County Recorder's Use Only

EASEMENT QUITCLAIM

EL DORADO IRRIGATION DISTRICT do hereby REMISE, RELEASE AND FOREVER QUITCLAIM to **Michael Morales, an unmarried man**, property owner of parcel APN 317-250-034, all right, title, and interest in the portion of the existing **Farmer's Free Ditch easement**, more specifically shown as the 12.5' foot wide Ditch Easement shown on Parcel "A" on Parcel Map Book 19, Page 104 on record in El Dorado County, California.

By: _____
Brian K. Veerkamp
President of the Board of Directors
EL DORADO IRRIGATION DISTRICT

Date: _____

By: _____
Jim Abercrombie
General Manager
EL DORADO IRRIGATION DISTRICT

Date: _____

~ Notary Acknowledgements Attached ~

EL DORADO IRRIGATION DISTRICT

SUBJECT: Consider receiving and filing the District’s Investment Report for the quarter ending June 30, 2023.

PREVIOUS BOARD ACTION

The Board receives and files quarterly Investment Reports.

BOARD POLICIES (BP), ADMINISTRATIVE REGULATIONS (AR) AND BOARD AUTHORITY

BP 3090 Investment Policy

AR 3091.18 Reporting

SUMMARY OF ISSUE

The Investment Report for the quarter ending June 30, 2023, is attached for the Board’s review.

BACKGROUND/DISCUSSION

The attached Investment Report for the quarter ending June 30, 2023, covers the investment portfolios managed by the District, showing the “par,” “market” and “book” values for all investments, as well as interest earnings. The par value is the value on the face of the security, market value is what it will sell for in the current market, and book value is the recorded value in the District’s accounting system. The book value may vary slightly from par due to variations in discounts and premiums. Additionally, the Investment Report provides an economic review as well as an economic outlook. Economic outlook reports are a valuable tool for assessing the markets and decision-making of potential investment opportunities.

El Dorado Irrigation District

INVESTMENT REPORT

for the Quarter Ended

June 30, 2023

Portfolio Valuation

The table below outlines the par value, book value, market value, and total earnings of the District's portfolios for the quarter ending June 30, 2023. The General Portfolio balance represents funds invested in the Local Agency Investment Fund (LAIF), California Asset Management Program (CAMP), federal agency securities, corporate medium-term notes, and certificates of deposit. The bond issue portfolio balances represent residual interest earnings earned on temporary debt service deposits held at U.S. Bank, the District's fiscal agent.

Portfolios as of 06/30/2023	Par Value	Book Value	Market Value	Total Earnings		Yield 365 Eq
				Qtr -To-Date	Year -To-Date	
General Portfolio	\$62,553,655	\$61,736,560	\$62,553,655	\$556,258	\$1,112,570	3.60%
2014A Bond Issue	15	15	15	0	0	4.06%
2016A Bond Issue	28	28	28	0	0	3.84%
2016B Bond Issue	138	138	138	1	1	3.85%
2016C Bond Issue	79	79	79	0	0	3.84%
2020A Bond Issue	200	200	200	1	1	3.83%
2020B/C Bond Issue	213	213	213	2	2	3.83%
2020D Bond Issue	108	108	108	1	1	3.83%
2022A Bond Issue	5,645,932	5,645,932	5,645,932	53,348	106,110	3.79%
Total	\$68,200,38	\$67,383,273	\$68,200,368	\$609,611	\$1,218,685	

Source of Market Value: Bank of New York

General Portfolio Composition

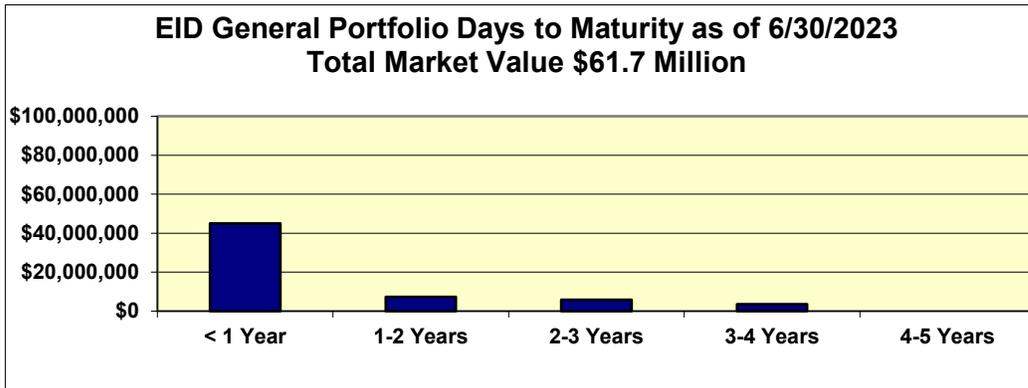
The table and chart below display the par value, book value, and market value of the District's General Portfolio investment holdings. Additional information on the District's investments within each asset class below can be found in Attachment A.

General Portfolio as of 06/30/2023	Par Value	Book Value	Market Value	Unrealized Gain/(Loss)
LAIF – Managed Pooled Account	\$10,379,488	\$10,379,488	\$10,379,488	0
Federal Agency Securities	16,000,000	16,000,000	15,198,950	(801,050)
Certificates of Deposit (CD's)	500,000	500,000	482,624	(17,376)
CAMP – Managed Pooled Account	34,674,166	34,674,166	34,674,166	0
Corporate Medium Term Notes	1,000,000	1,000,000	1,001,330	1,330
Total	\$62,553,654	\$62,553,654	\$61,736,558	(\$817,096)

Source of Market Value: Bank of New York

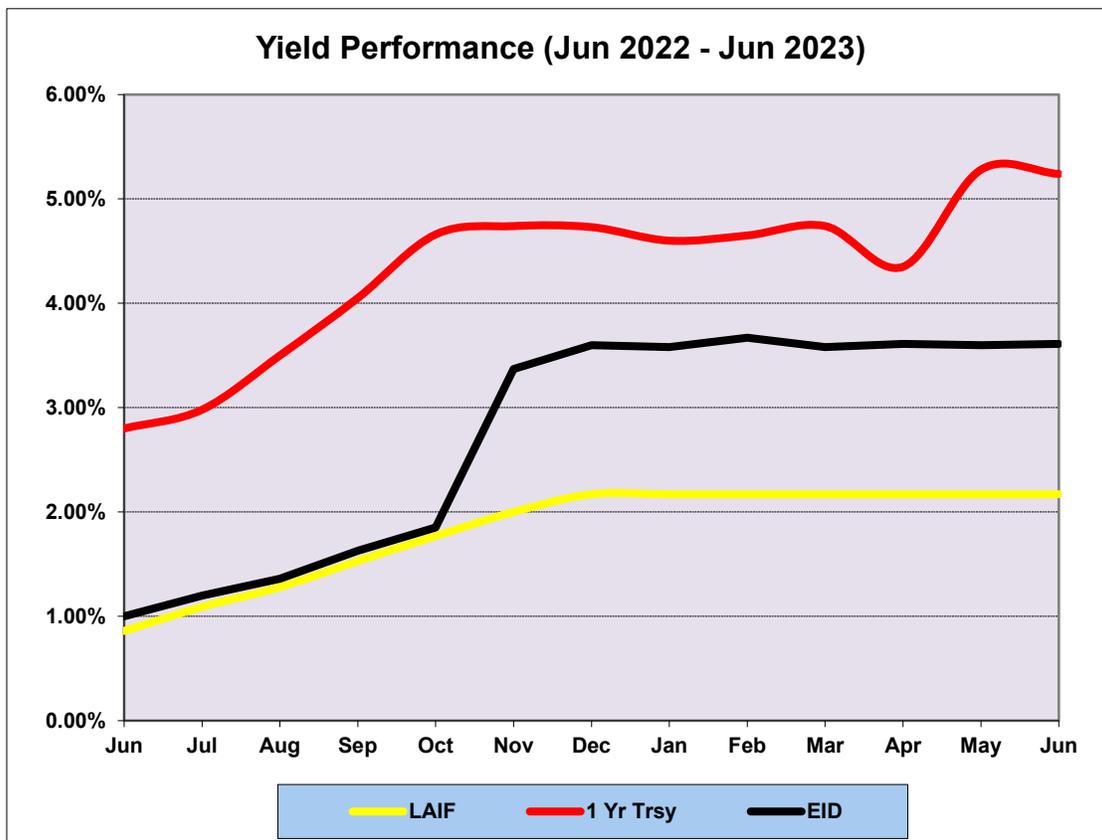
Maturity Schedule

The District’s General Portfolio’s weighted average days-to-maturity is 239 days. The weighted average days to maturity is the average number of days to maturity for the investments held in the portfolio but weighted by each investment’s percentage share of the total dollar amount of the investment holdings.



General Portfolio Yield Performance to Benchmarks

The graph below compares the District’s General Portfolio yield to LAIF and the one-year Treasury Note, the District’s benchmark, over the last 12-month period. The District’s General Portfolio current yield of 3.61% on 06/30/23 is currently trailing the one-year Treasury Note by 1.63 basis points.



Q2 2023 MARKET REVIEW AND OUTLOOK

The market rally since October was driven by evidence of disinflation, the economy, labor market, and corporate earnings holding up better than expected, and the perceived benefit that artificial intelligence (AI) will have on profits and productivity. Significant market and economic risks remain despite the strong performance over the past several months. Most inflation readings have decelerated from peak levels, with several indicators returning to normalized ranges. Meaningful evidence of disinflation exists in Producer Price Inflation, breakeven rates, ISM Prices Paid data, supply chain indicators, and commodity prices. While the Fed acknowledges overall progress, they are not pleased with the pace of disinflation in the services sector as measured by the Core Personal Consumption Expenditure (PCE) Index. The latest Core PCE Inflation reading of +4.6% is still well above the Fed's 2.0% target.

The Bloomberg Barclays US Aggregate Bond index, which acts as a proxy for the investment-grade bond market, decreased by 0.8% in the second quarter as the 10-Year Treasury yield increased from 3.47% to 3.84% in the period (bond prices move inversely to interest rates and credit spreads). The bond market is now higher by 2.1% in 2023, and it is still trying to find its footing after coming off the worst calendar year (2022: -13%) since the inception of the index in 1976. The yield to maturity on the US Aggregate Bond index was 4.8% at the end of the quarter, the highest level since 2008.

Fixed Income Returns				
Bloomberg Barclays Index	Q2-2023	2023	2022	2021
Aggregate	-0.84%	2.09%	-13.01%	-1.54%
Treasury Bills	1.22%	2.33%	1.52%	0.04%
Corporates	-0.29%	3.21%	-15.76%	-1.04%
High Yield	1.75%	5.38%	-11.19%	5.28%
Securitized MBS/ABS	-0.63%	1.82%	-11.67%	-1.04%
Municipals	-0.10%	2.67%	-8.53%	5.21%

Economic Outlook

The U.S. economy continues to meander and send mixed signals about its future path. Manufacturing data, economic indicators, consumer spending, and the housing market have all weakened and exhibited signs of a recession. It's not hard to see signs of a recession in several areas. Meanwhile, the strength of the economy currently lies in the labor market. Real GDP Growth is estimated at +1.3% in 2023 and +0.8% in 2024.

Interest Rates Outlook

The Fed continue to tighten monetary policy to attempt to bring it under control. Since March of 2022, the Fed has increased interest rates by 5.00% for one of the quickest tightening cycles in United States history. The federal funds rate was 4.74% at the end of March and increased to 5.24% at the end of the second quarter.

The Treasury yield curve is still inverted, with both the 3-Month (5.28%) and 2-Year (4.90%) higher than the 10-Year (3.84%) yield. Generally, the Fed influences shorter-term Treasury yields by setting the target federal funds rate while the market controls long-term rates as investor demand will vary based on future expectations of inflation and economic growth. An inverted yield curve indicates a pessimistic economic outlook and typically signals investors expect the Fed to cut rates soon.

BOARD OPTIONS

Option 1: Receive and file the District's Investment Report for the quarter ending June 30, 2023.

Option 2: Take other action as directed by the Board.

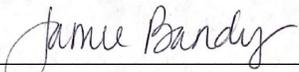
Option 3: Take no action.

RECOMMENDATION

Option 1

ATTACHMENTS

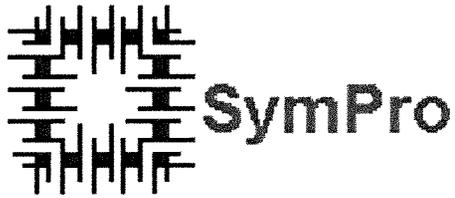
Attachment A: SymPro Portfolio Management Reports



Jamie Bandy
Finance Director



Jim Abercrombie
General Manager



**EID General Portfolio
Portfolio Management
Portfolio Summary
June 30, 2023**

El Dorado Irrigation District
2890 Mosquito Road
Placerville, CA
(530)642-4019

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Managed Pool Accounts - CAMP	34,674,166.86	34,674,166.86	34,674,166.86	55.43	1	1	4.241	4.300
Managed Pool Accounts - LAIF	10,379,488.42	10,379,488.42	10,379,488.42	16.59	1	1	2.143	2.173
Certificates of Deposit - Bank	500,000.00	482,624.70	500,000.00	0.80	1,827	326	2.614	2.650
Corporate Medium Term Notes	1,000,000.00	1,001,330.00	1,000,000.00	1.60	731	534	5.425	5.500
Federal Agency Coupon Securities	16,000,000.00	15,198,950.00	16,000,000.00	25.58	1,303	888	2.865	2.905
Investments	62,553,655.28	61,736,559.98	62,553,655.28	100.00%	360	239	3.547	3.596

Total Earnings	June 30	Month Ending
Current Year		185,482.49
Average Daily Balance		62,553,655.28
Effective Rate of Return		3.61%

Tony Pasquarello, Deputy Treasurer

**EID General Portfolio
Portfolio Management
Portfolio Details - Investments
June 30, 2023**

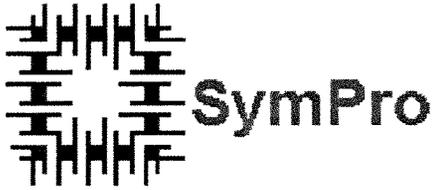
CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Managed Pool Accounts - CAMP												
SYS10017	1001	California Asset Mgmt Program			34,674,166.86	34,674,166.86	34,674,166.86	4.300		4.300	1	
Subtotal and Average			34,674,166.86		34,674,166.86	34,674,166.86	34,674,166.86			4.300	1	
Managed Pool Accounts - LAIF												
SYS1000	1000	Local Agency Investment Fund		01/01/2022	10,379,488.42	10,379,488.42	10,379,488.42	2.173		2.173	1	
Subtotal and Average			10,379,488.42		10,379,488.42	10,379,488.42	10,379,488.42			2.173	1	
Certificates of Deposit - Bank												
14042TAP2	10591	Capital One		05/22/2019	250,000.00	241,312.35	250,000.00	2.650		2.650	326	05/22/2024
14042RLP4	10592	Capital One		05/22/2019	250,000.00	241,312.35	250,000.00	2.650		2.650	326	05/22/2024
Subtotal and Average			500,000.00		500,000.00	482,624.70	500,000.00			2.650	326	
Corporate Medium Term Notes												
17330YNR7	10645	Citi Group		12/16/2022	1,000,000.00	1,001,330.00	1,000,000.00	5.500	A	5.500	534	12/16/2024
Subtotal and Average			1,000,000.00		1,000,000.00	1,001,330.00	1,000,000.00			5.500	534	
Federal Agency Coupon Securities												
3133ENST8	10638	Federal Farm Credit Bank		03/30/2022	1,000,000.00	946,380.00	1,000,000.00	2.770	AAA	2.770	1,003	03/30/2026
3133ENSV3	10639	Federal Farm Credit Bank		03/28/2022	1,000,000.00	957,980.00	1,000,000.00	2.620	AAA	2.620	636	03/28/2025
3133ENK82	10642	Federal Farm Credit Bank		09/12/2022	2,000,000.00	1,969,080.00	2,000,000.00	4.125	AAA	4.127	895	12/12/2025
3133EN3B4	10643	Federal Farm Credit Bank		11/28/2022	2,000,000.00	2,000,400.00	2,000,000.00	5.340	AAA	5.340	1,062	05/28/2026
3130APGT6	10632	Federal Home Loan Bank		10/28/2021	2,000,000.00	1,780,620.00	2,000,000.00	1.150	AAA	1.150	1,215	10/28/2026
3130AQ6R9	10633	Federal Home Loan Bank		12/23/2021	1,000,000.00	910,100.00	1,000,000.00	1.250	AAA	1.250	845	10/23/2025
3130AQ5S8	10634	Federal Home Loan Bank		12/30/2021	1,000,000.00	921,120.00	1,000,000.00	1.250	AAA	1.250	730	06/30/2025
3130AQFP3	10635	Federal Home Loan Bank		12/30/2021	2,000,000.00	1,781,560.00	2,000,000.00	1.400	AAA	1.400	1,278	12/30/2026
3130ARH53	10640	Federal Home Loan Bank		04/22/2022	1,000,000.00	969,150.00	1,000,000.00	2.000	AAA	2.000	661	04/22/2025
3130ARGP0	10641	Federal Home Loan Bank		04/11/2022	1,000,000.00	962,940.00	1,000,000.00	2.500	AAA	2.500	468	10/11/2024
3130ATXG7	10646	Federal Home Loan Bank		12/12/2022	1,000,000.00	999,860.00	1,000,000.00	5.000	AAA	5.000	530	12/12/2024
3134GY5L2	10644	Federal Home Loan Mortg. Co.		12/13/2022	1,000,000.00	999,760.00	1,000,000.00	5.050	AAA	5.055	440	09/13/2024
Subtotal and Average			16,000,000.00		16,000,000.00	15,198,950.00	16,000,000.00			2.905	888	

**EID General Portfolio
Portfolio Management
Portfolio Details - Investments
June 30, 2023**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity
Total and Average			62,553,655.28		62,553,655.28	61,736,559.98	62,553,655.28			3.596	239

**EID General Portfolio
Portfolio Management
Interest Earnings Summary
June 30, 2023**

	June 30 Month Ending	Fiscal Year To Date
CD/Coupon/Discount Investments:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	337,296.75	337,296.75
Less Accrued Interest at Beginning of Period	(292,899.37)	(70,876.19)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	44,397.38	266,420.56
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	44,397.38	266,420.56
Pass Through Securities:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Cash/Checking Accounts:		
Interest Collected	0.00	189,448.62
Plus Accrued Interest at End of Period	998,766.31	998,766.31
Less Accrued Interest at Beginning of Period	(857,681.20)	(337,136.80)
Interest Earned during Period	141,085.11	851,078.13
Total Interest Earned during Period	185,482.49	1,117,498.69
Total Capital Gains or Losses	0.00	0.00
Total Earnings during Period	185,482.49	1,117,498.69



**EID General Portfolio
Accrued Interest
Sorted by Security Type - Security ID
June 1, 2023 - June 30, 2023**

El Dorado Irrigation District
2890 Mosquito Road
Placerville, CA
(530)642-4019

CUSIP	Investment #	Security Type	Par Value	Maturity Date	Current Rate	* Beginning Accrued Interest	Adjusted Acc'd Int. at Purchase During Period	Interest Earned	Interest Received	* Ending Accrued Interest
Managed Pool Accounts - CAMP										
SYS10017	1001	LA3	34,674,166.86		4.300	764,508.36	0.00	122,547.06	0.00	887,055.42
		Subtotal	34,674,166.86			764,508.36	0.00	122,547.06	0.00	887,055.42
Managed Pool Accounts - LAIF										
SYS1000	1000	LA4	10,379,488.42		2.173	93,172.84	0.00	18,538.05	0.00	111,710.89
		Subtotal	10,379,488.42			93,172.84	0.00	18,538.05	0.00	111,710.89
Certificates of Deposit - Bank										
14042RLP4	10592	BCD	250,000.00	05/22/2024	2.650	3,466.77	0.00	544.52	0.00	4,011.29
14042TAP2	10591	BCD	250,000.00	05/22/2024	2.650	3,466.77	0.00	544.52	0.00	4,011.29
		Subtotal	500,000.00			6,933.54	0.00	1,089.04	0.00	8,022.58
Corporate Medium Term Notes										
17330YNR7	10645	MTN	1,000,000.00	12/16/2024	5.500	25,208.33	0.00	4,583.34	0.00	29,791.67
		Subtotal	1,000,000.00			25,208.33	0.00	4,583.34	0.00	29,791.67
Federal Agency Coupon Securities										
3130APGT6	10632	FAC	2,000,000.00	10/28/2026	1.150	13,608.33	0.00	1,916.67	0.00	15,525.00
3130AQ5S8	10634	FAC	1,000,000.00	06/30/2025	1.250	11,493.06	0.00	1,041.66	0.00	12,534.72
3130AQ6R9	10633	FAC	1,000,000.00	10/23/2025	1.250	5,486.11	0.00	1,041.67	0.00	6,527.78
3130AQFP3	10635	FAC	2,000,000.00	12/30/2026	1.400	25,744.44	0.00	2,333.34	0.00	28,077.78
3130ARGP0	10641	FAC	1,000,000.00	10/11/2024	2.500	15,972.22	0.00	2,083.34	0.00	18,055.56
3130ARH53	10640	FAC	1,000,000.00	04/22/2025	2.000	12,166.67	0.00	1,666.66	0.00	13,833.33
3130ATXG7	10646	FAC	1,000,000.00	12/12/2024	5.000	23,472.22	0.00	4,166.67	0.00	27,638.89
3133EN3B4	10643	FAC	2,000,000.00	05/28/2026	5.340	54,290.00	0.00	8,900.00	0.00	63,190.00
3133ENK82	10642	FAC	2,000,000.00	12/12/2025	4.125	38,729.17	0.00	6,875.00	0.00	45,604.17
3133ENST8	10638	FAC	1,000,000.00	03/30/2026	2.770	18,543.61	0.00	2,308.33	0.00	20,851.94
3133ENSV3	10639	FAC	1,000,000.00	03/28/2025	2.620	17,685.00	0.00	2,183.33	0.00	19,868.33
3134GY5L2	10644	FAC	1,000,000.00	09/13/2024	5.050	23,566.67	0.00	4,208.33	0.00	27,775.00
		Subtotal	16,000,000.00			260,757.50	0.00	38,725.00	0.00	299,482.50
		Total	62,553,655.28			1,150,580.57	0.00	185,482.49	0.00	1,336,063.06

* Beginning Accrued may not include investments that redeemed in the previous month that had outstanding accrued interest.

**2014A Fixed Issue
Portfolio Management
Portfolio Summary
June 30, 2023**

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Managed Pool Accounts	15.03	15.03	15.03	100.00	1	1	4.004	4.060
Investments	15.03	15.03	15.03	100.00%	1	1	4.004	4.060

Total Earnings	June 30	Month Ending
Current Year	0.05	
Average Daily Balance	15.03	
Effective Rate of Return	4.05%	

Tony Pasquarello,

**2014A Fixed Issue
Portfolio Management
Portfolio Details - Investments
June 30, 2023**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Managed Pool Accounts												
31617510S	10000	Fidelity Money Market		01/01/2022	0.00	0.00	0.00	0.010		0.010	1	
31617510S	10010	Fidelity Money Market		01/01/2022	15.03	15.03	15.03	4.060		4.060	1	
		Subtotal and Average	15.03		15.03	15.03	15.03			4.060	1	
		Total and Average	15.03		15.03	15.03	15.03			4.060	1	

**2014A Fixed Issue
Portfolio Management
Interest Earnings Summary
June 30, 2023**

	June 30 Month Ending	Fiscal Year To Date
CD/Coupon/Discount Investments:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
	<hr/>	<hr/>
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
	<hr/>	<hr/>
Earnings during Periods	0.00	0.00
Pass Through Securities:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
	<hr/>	<hr/>
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
	<hr/>	<hr/>
Earnings during Periods	0.00	0.00
Cash/Checking Accounts:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.35	0.35
Less Accrued Interest at Beginning of Period	(0.30)	(0.05)
	<hr/>	<hr/>
Interest Earned during Period	0.05	0.30
Total Interest Earned during Period	0.05	0.30
Total Adjustments from Premiums and Discounts	0.00	0.00
Total Capital Gains or Losses	0.00	0.00
Total Earnings during Period	0.05	0.30

**2014A Fixed Issue
Accrued Interest
Sorted by Security Type - Security ID
June 1, 2023 - June 30, 2023**

CUSIP	Investment #	Security Type	Par Value	Maturity Date	Current Rate	* Beginning Accrued Interest	Adjusted Acc'd Int. at Purchase During Period	Interest Earned	Interest Received	* Ending Accrued Interest
Managed Pool Accounts										
31617510S	10000	LA1	0.00		0.010	0.00	0.00	0.00	0.00	0.00
31617510S	10010	LA1	15.03		4.060	0.30	0.00	0.05	0.00	0.35
		Subtotal	15.03			0.30	0.00	0.05	0.00	0.35
		Total	15.03			0.30	0.00	0.05	0.00	0.35

* Beginning Accrued may not include investments that redeemed in the previous month that had outstanding accrued interest.

**2016A Fixed Issue
Portfolio Management
Portfolio Summary
June 30, 2023**

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Managed Pool Accounts	28.38	28.38	28.38	100.00	1	1	3.787	3.840
Investments	28.38	28.38	28.38	100.00%	1	1	3.787	3.840

Total Earnings	June 30	Month Ending
Current Year		0.09
Average Daily Balance		28.38
Effective Rate of Return		3.86%

Tony Pasquarello,

**2016A Fixed Issue
Portfolio Management
Portfolio Details - Investments
June 30, 2023**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Managed Pool Accounts												
09248U80S	10000	Blackrock		01/01/2022	0.00	0.00	0.00	0.660		0.660	1	
09248U80S	10001	Blackrock		01/01/2022	28.38	28.38	28.38	3.840		3.840	1	
09248U80S	10003	Blackrock		01/01/2022	0.00	0.00	0.00	1.480		1.480	1	
09248U80S	10005	Blackrock			0.00	0.00	0.00	0.040		0.040	1	
		Subtotal and Average	28.38		28.38	28.38	28.38			3.840	1	
		Total and Average	28.38		28.38	28.38	28.38			3.840	1	

**2016A Fixed Issue
Portfolio Management
Interest Earnings Summary
June 30, 2023**

	June 30 Month Ending	Fiscal Year To Date
CD/Coupon/Discount Investments:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Pass Through Securities:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Cash/Checking Accounts:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.63	0.63
Less Accrued Interest at Beginning of Period	(0.54)	(0.09)
Interest Earned during Period	0.09	0.54
Total Interest Earned during Period	0.09	0.54
Total Adjustments from Premiums and Discounts	0.00	0.00
Total Capital Gains or Losses	0.00	0.00
Total Earnings during Period	0.09	0.54

**2016A Fixed Issue
Accrued Interest
Sorted by Security Type - Security ID
June 1, 2023 - June 30, 2023**

CUSIP	Investment #	Security Type	Par Value	Maturity Date	Current Rate	* Beginning Accrued Interest	Adjusted Acc'd Int. at Purchase During Period	Interest Earned	Interest Received	* Ending Accrued Interest
Managed Pool Accounts										
09248U80S	10001	LA1	28.38		3.840	0.54	0.00	0.09	0.00	0.63
		Subtotal	28.38			0.54	0.00	0.09	0.00	0.63
		Total	28.38			0.54	0.00	0.09	0.00	0.63

* Beginning Accrued may not include investments that redeemed in the previous month that had outstanding accrued interest.

**2016B Fixed Issue
Portfolio Management
Portfolio Summary
June 30, 2023**

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Managed Pool Accounts	138.35	138.35	138.35	100.00	1	1	3.797	3.849
Investments	138.35	138.35	138.35	100.00%	1	1	3.797	3.849

Total Earnings	June 30	Month Ending
Current Year		0.44
Average Daily Balance		138.35
Effective Rate of Return		3.87%

Tony Pasquarello,

**2016B Fixed Issue
Portfolio Management
Portfolio Details - Investments
June 30, 2023**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Managed Pool Accounts												
09248U809	10004	BlackRock Liquidity Fed Fund		01/01/2022	0.00	0.00	0.00	0.670		0.670	1	
09248U809	10005	BlackRock Liquidity Fed Fund		01/01/2022	138.26	138.26	138.26	3.850		3.850	1	
09248U809	10006	BlackRock Liquidity Fed Fund			0.00	0.00	0.00	1.790		1.790	1	
09248U809	10010	BlackRock Liquidity Fed Fund		02/28/2022	0.09	0.09	0.09	2.670		2.670	1	
SYS10000	10000	Local Agency Investment Fund			0.00	0.00	0.00	0.620		0.620	1	
Subtotal and Average			138.35		138.35	138.35	138.35			3.849	1	
Total and Average			138.35		138.35	138.35	138.35			3.849	1	

**2016B Fixed Issue
Portfolio Management
Interest Earnings Summary
June 30, 2023**

	June 30 Month Ending	Fiscal Year To Date
CD/Coupon/Discount Investments:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Pass Through Securities:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Cash/Checking Accounts:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	3.09	3.09
Less Accrued Interest at Beginning of Period	(2.65)	(0.45)
Interest Earned during Period	0.44	2.64
Total Interest Earned during Period	0.44	2.64
Total Adjustments from Premiums and Discounts	0.00	0.00
Total Capital Gains or Losses	0.00	0.00
Total Earnings during Period	0.44	2.64

**2016B Fixed Issue
Accrued Interest
Sorted by Security Type - Security ID
June 1, 2023 - June 30, 2023**

CUSIP	Investment #	Security Type	Par Value	Maturity Date	Current Rate	* Beginning Accrued Interest	Adjusted Acc'd Int. at Purchase During Period	Interest Earned	Interest Received	* Ending Accrued Interest
Managed Pool Accounts										
09248U809	10005	LA1	138.26		3.850	2.65	0.00	0.44	0.00	3.09
09248U809	10006	LA1	0.00		1.790	0.00	0.00	0.00	0.00	0.00
09248U809	10010	LA1	0.09		2.670	0.00	0.00	0.00	0.00	0.00
		Subtotal	138.35			2.65	0.00	0.44	0.00	3.09
		Total	138.35			2.65	0.00	0.44	0.00	3.09

* Beginning Accrued may not include investments that redeemed in the previous month that had outstanding accrued interest.

**2016C Fixed Issue
Portfolio Management
Portfolio Summary
June 30, 2023**

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Managed Pool Accounts	78.93	78.93	78.93	100.00	1	1	3.787	3.840
Investments	78.93	78.93	78.93	100.00%	1	1	3.787	3.840

Total Earnings	June 30	Month Ending
Current Year		0.25
Average Daily Balance		78.93
Effective Rate of Return		3.85%

Tony Pasquarello,

**2016C Fixed Issue
Portfolio Management
Portfolio Details - Investments
June 30, 2023**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Managed Pool Accounts												
09248U809	10000	BlackRock Money Market Fund		01/01/2022	0.00	0.00	0.00		AAA	0.000	1	
09248U809	10001	BlackRock Money Market Fund		01/01/2022	78.93	78.93	78.93	3.840	AAA	3.840	1	
09248U809	10012	BlackRock Money Market Fund			0.00	0.00	0.00	0.040	AAA	0.040	1	
Subtotal and Average			78.93		78.93	78.93	78.93			3.840	1	
Total and Average			78.93		78.93	78.93	78.93			3.840	1	

**2016C Fixed Issue
Portfolio Management
Interest Earnings Summary
June 30, 2023**

	June 30 Month Ending	Fiscal Year To Date
CD/Coupon/Discount Investments:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Pass Through Securities:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Cash/Checking Accounts:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	1.76	1.76
Less Accrued Interest at Beginning of Period	(1.51)	(0.26)
Interest Earned during Period	0.25	1.50
Total Interest Earned during Period	0.25	1.50
Total Adjustments from Premiums and Discounts	0.00	0.00
Total Capital Gains or Losses	0.00	0.00
Total Earnings during Period	0.25	1.50

**2016C Fixed Issue
Accrued Interest
Sorted by Security Type - Security ID
June 1, 2023 - June 30, 2023**

CUSIP	Investment #	Security Type	Par Value	Maturity Date	Current Rate	* Beginning Accrued Interest	Adjusted Acc'd Int. at Purchase During Period	Interest Earned	Interest Received	* Ending Accrued Interest
Managed Pool Accounts										
09248U809	10001	LA1	78.93		3.840	1.51	0.00	0.25	0.00	1.76
		Subtotal	78.93			1.51	0.00	0.25	0.00	1.76
		Total	78.93			1.51	0.00	0.25	0.00	1.76

* Beginning Accrued may not include investments that redeemed in the previous month that had outstanding accrued interest.

**2020A Bond Issue
Portfolio Management
Portfolio Summary
June 30, 2023**

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Managed Pool Accounts	199.64	199.64	199.64	100.00	1	1	3.778	3.830
Investments	199.64	199.64	199.64	100.00%	1	1	3.778	3.830

Total Earnings	June 30	Month Ending
Current Year		0.63
Average Daily Balance	199.64	
Effective Rate of Return	3.84%	

Tony Pasquarello,

Reporting period 06/01/2023-06/30/2023

Run Date: 07/11/2023 - 23:11

No fiscal year history available

Portfolio 20A
AC
PM (PRF_PM1) 7.3.0
Report Ver. 7.3.5

**2020A Bond Issue
Portfolio Management
Portfolio Details - Investments
June 30, 2023**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Managed Pool Accounts												
SYS10004	10004	Fidelity Money Market			0.00	0.00	0.00	0.010	AAA	0.010	1	
316175603	10005	Fidelity Money Market			199.64	199.64	199.64	3.830		3.830	1	
SYS10000	10000	Local Agency Investment Fund			0.00	0.00	0.00	2.173		2.173	1	
Subtotal and Average			199.64		199.64	199.64	199.64			3.830	1	
Total and Average			199.64		199.64	199.64	199.64			3.830	1	

**2020A Bond Issue
Portfolio Management
Interest Earnings Summary
June 30, 2023**

	June 30 Month Ending	Fiscal Year To Date
CD/Coupon/Discount Investments:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Pass Through Securities:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Cash/Checking Accounts:		
Interest Collected	0.00	26.87
Plus Accrued Interest at End of Period	9.62	9.62
Less Accrued Interest at Beginning of Period	(8.99)	(32.68)
Interest Earned during Period	0.63	3.81
Total Interest Earned during Period	0.63	3.81
Total Adjustments from Premiums and Discounts	0.00	0.00
Total Capital Gains or Losses	0.00	0.00
Total Earnings during Period	0.63	3.81

**2020A Bond Issue
Accrued Interest
Sorted by Security Type - Security ID
June 1, 2023 - June 30, 2023**

CUSIP	Investment #	Security Type	Par Value	Maturity Date	Current Rate	* Beginning Accrued Interest	Adjusted Acc'd Int. at Purchase During Period	Interest Earned	Interest Received	* Ending Accrued Interest
Managed Pool Accounts										
316175603	10005	LA1	199.64		3.830	4.79	0.00	0.63	0.00	5.42
SYS10000	10000	LA1	0.00		2.173	0.02	0.00	0.00	0.00	0.02
SYS10004	10004	LA1	0.00		0.010	4.18	0.00	0.00	0.00	4.18
		Subtotal	199.64			8.99	0.00	0.63	0.00	9.62
		Total	199.64			8.99	0.00	0.63	0.00	9.62

* Beginning Accrued may not include investments that redeemed in the previous month that had outstanding accrued interest.

**2020B&C Bond Issue
Portfolio Management
Portfolio Summary
June 30, 2023**

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Managed Pool Accounts	212.77	212.77	212.77	100.00	1	1	3.778	3.830
Investments	212.77	212.77	212.77	100.00%	1	1	3.778	3.830

Total Earnings	June 30	Month Ending
Current Year		0.67
Average Daily Balance		212.77
Effective Rate of Return		3.83%

Tony Pasquarello,

**2020B&C Bond Issue
Portfolio Management
Portfolio Details - Investments
June 30, 2023**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Managed Pool Accounts												
316175603	10001	Fidelity Money Market		01/01/2022	0.00	0.00	0.00			0.000	1	
316175603	10002	Fidelity Money Market			212.77	212.77	212.77	3.830		3.830	1	
316175603	10003	Fidelity Money Market			0.00	0.00	0.00	0.010		0.010	1	
316175603	10004	Fidelity Money Market			0.00	0.00	0.00	0.010		0.010	1	
316175603	10006	Fidelity Money Market		01/01/2022	0.00	0.00	0.00			0.000	1	
Subtotal and Average			212.77		212.77	212.77	212.77			3.830	1	
Total and Average			212.77		212.77	212.77	212.77			3.830	1	

**2020B&C Bond Issue
Portfolio Management
Interest Earnings Summary
June 30, 2023**

	June 30 Month Ending	Fiscal Year To Date
CD/Coupon/Discount Investments:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Pass Through Securitles:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Cash/Checking Accounts:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	4.73	4.73
Less Accrued Interest at Beginning of Period	(4.06)	(0.69)
Interest Earned during Period	0.67	4.04
Total Interest Earned during Period	0.67	4.04
Total Adjustments from Premiums and Discounts	0.00	0.00
Total Capital Gains or Losses	0.00	0.00
Total Earnings during Period	0.67	4.04

2020B&C Bond Issue
Accrued Interest
Sorted by Security Type - Security ID
June 1, 2023 - June 30, 2023

CUSIP	Investment #	Security Type	Par Value	Maturity Date	Current Rate	* Beginning Accrued Interest	Adjusted Acc'd Int. at Purchase During Period	Interest Earned	Interest Received	* Ending Accrued Interest
Managed Pool Accounts										
316175603	10002	LA1	212.77		3.830	4.06	0.00	0.67	0.00	4.73
316175603	10003	LA1	0.00		0.010	0.00	0.00	0.00	0.00	0.00
		Subtotal	212.77			4.06	0.00	0.67	0.00	4.73
		Total	212.77			4.06	0.00	0.67	0.00	4.73

* Beginning Accrued may not include investments that redeemed in the previous month that had outstanding accrued interest.

**2020D Bond Issue
Portfolio Management
Portfolio Summary
June 30, 2023**

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Managed Pool Accounts	108.15	108.15	108.15	100.00	1	1	3.778	3.830
Investments	108.15	108.15	108.15	100.00%	1	1	3.778	3.830

Total Earnings	June 30	Month Ending
Current Year		0.34
Average Daily Balance		108.15
Effective Rate of Return		3.82%

Tony Pasquarello,

Reporting period 06/01/2023-06/30/2023

Run Date: 07/11/2023 - 23:18

No fiscal year history available

Portfolio 20D
AC
PM (PRF_PM1) 7.3.0
Report Ver. 7.3.5

**2020D Bond Issue
Portfolio Management
Portfolio Details - Investments
June 30, 2023**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	S&P	YTM 365	Days to Maturity	Maturity Date
Managed Pool Accounts												
316175603	10000	Fidelity Money Market			0.00	0.00	0.00	0.010		0.010	1	
316175603	10001	Fidelity Money Market			108.15	108.15	108.15	3.830		3.830	1	
		Subtotal and Average	108.15		108.15	108.15	108.15			3.830	1	
		Total and Average	108.15		108.15	108.15	108.15			3.830	1	

**2020D Bond Issue
Portfolio Management
Interest Earnings Summary
June 30, 2023**

	June 30 Month Ending	Fiscal Year To Date
CD/Coupon/Discount Investments:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Pass Through Securities:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Cash/Checking Accounts:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	2.40	2.40
Less Accrued Interest at Beginning of Period	(2.06)	(0.35)
Interest Earned during Period	0.34	2.05
Total Interest Earned during Period	0.34	2.05
Total Adjustments from Premiums and Discounts	0.00	0.00
Total Capital Gains or Losses	0.00	0.00
Total Earnings during Period	0.34	2.05

**2020D Bond Issue
Accrued Interest
Sorted by Security Type - Security ID
June 1, 2023 - June 30, 2023**

CUSIP	Investment #	Security Type	Par Value	Maturity Date	Current Rate	* Beginning Accrued Interest	Adjusted Acc'd Int. at Purchase During Period	Interest Earned	Interest Received	* Ending Accrued Interest
Managed Pool Accounts										
316175603	10001	LA1	108.15		3.830	2.06	0.00	0.34	0.00	2.40
		Subtotal	108.15			2.06	0.00	0.34	0.00	2.40
		Total	108.15			2.06	0.00	0.34	0.00	2.40

* Beginning Accrued may not include investments that redeemed in the previous month that had outstanding accrued interest.

**2022A Bond Issue
Portfolio Management
Portfolio Summary
June 30, 2023**

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 360 Equiv.	YTM 365 Equiv.
Managed Pool Accounts	5,645,931.73	5,645,931.73	5,645,931.73	100.00	1	1	3.738	3.790
Investments	5,645,931.73	5,645,931.73	5,645,931.73	100.00%	1	1	3.738	3.790

Total Earnings	June 30	Month Ending
Current Year		17,587.46
Average Daily Balance		5,645,931.73
Effective Rate of Return		3.79%

Tony Pasquarello,

Reporting period 06/01/2023-06/30/2023

Run Date: 07/11/2023 - 23:22

No fiscal year history available

Portfolio 22A
AC
PM (PRF_PM1) 7.3.0
Report Ver. 7.3.5

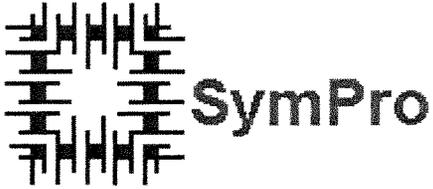
**2022A Bond Issue
Portfolio Management
Interest Earnings Summary
June 30, 2023**

	June 30 Month Ending	Fiscal Year To Date
CD/Coupon/Discount Investments:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Pass Through Securities:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	0.00	0.00
Less Accrued Interest at Beginning of Period	(0.00)	(0.00)
Less Accrued Interest at Purchase During Period	(0.00)	(0.00)
Interest Earned during Period	0.00	0.00
Adjusted by Premiums and Discounts	0.00	0.00
Adjusted by Capital Gains or Losses	0.00	0.00
Earnings during Periods	0.00	0.00
Cash/Checking Accounts:		
Interest Collected	0.00	0.00
Plus Accrued Interest at End of Period	108,047.31	108,047.31
Less Accrued Interest at Beginning of Period	(90,459.85)	(1,936.28)
Interest Earned during Period	17,587.46	106,111.03
Total Interest Earned during Period	17,587.46	106,111.03
Total Adjustments from Premiums and Discounts	0.00	0.00
Total Capital Gains or Losses	0.00	0.00
Total Earnings during Period	17,587.46	106,111.03

**2022A Bond Issue
Accrued Interest
Sorted by Security Type - Security ID
June 1, 2023 - June 30, 2023**

CUSIP	Investment #	Security Type	Par Value	Maturity Date	Current Rate	* Beginning Accrued Interest	Adjusted Acc'd Int. at Purchase During Period	Interest Earned	Interest Received	* Ending Accrued Interest
Managed Pool Accounts										
31846V203	10003	LA1	0.00		3.790	0.00	0.00	0.00	0.00	0.00
31846V203	10005	LA1	1,520,931.73		3.790	24,498.27	0.00	4,737.81	0.00	29,236.08
31846V203	10007	LA1	4,125,000.00		3.790	65,961.58	0.00	12,849.65	0.00	78,811.23
		Subtotal	5,645,931.73			90,459.85	0.00	17,587.46	0.00	108,047.31
		Total	5,645,931.73			90,459.85	0.00	17,587.46	0.00	108,047.31

* Beginning Accrued may not include investments that redeemed in the previous month that had outstanding accrued interest.



EID General Portfolio
Activity Report
Sorted By Issuer
April 1, 2023 - June 30, 2023

El Dorado Irrigation District
 2890 Mosquito Road
 Placerville, CA
 (530)642-4019

CUSIP	Investment #	Issuer	Percent of Portfolio	Par Value Beginning Balance	Current Rate	Transaction Date	Purchases or Deposits	Par Value Redemptions or Withdrawals	Ending Balance
Issuer: Bank of America									
Cash and Equivalents									
				0.00					0.00
			0.000%	0.00			0.00	0.00	0.00
Issuer: California Asset Mgmnt Program									
Managed Pool Accounts - CAMP									
				34,674,166.86					34,674,166.86
			55.431%	34,674,166.86			0.00	0.00	34,674,166.86
Issuer: Capital One									
Certificates of Deposit - Bank									
				500,000.00					500,000.00
			0.799%	500,000.00			0.00	0.00	500,000.00
Issuer: Citi Group									
Corporate Medium Term Notes									
				1,000,000.00					1,000,000.00
			1.599%	1,000,000.00			0.00	0.00	1,000,000.00
Issuer: El Dorado Savings Bank									
Cash and Equivalents									
				0.00					0.00
			0.000%	0.00			0.00	0.00	0.00

EID General Portfolio
Activity Report
April 1, 2023 - June 30, 2023

CUSIP	Investment #	Issuer	Percent of Portfolio	Par Value Beginning Balance	Current Rate	Transaction Date	Purchases or Deposits	Par Value Redemptions or Withdrawals	Ending Balance
Issuer: Federal Farm Credit Bank									
Federal Agency Coupon Securities									
				6,000,000.00					6,000,000.00
			9.592%	6,000,000.00			0.00	0.00	6,000,000.00
Issuer: Federal Home Loan Bank									
Federal Agency Coupon Securities									
				9,000,000.00					9,000,000.00
			14.388%	9,000,000.00			0.00	0.00	9,000,000.00
Issuer: Federal Home Loan Mortg. Co.									
Federal Agency Coupon Securities									
				1,000,000.00					1,000,000.00
			1.599%	1,000,000.00			0.00	0.00	1,000,000.00
Issuer: Local Agency Investment Fund									
Managed Pool Accounts - LAIF									
				10,379,488.42					10,379,488.42
			16.593%	10,379,488.42			0.00	0.00	10,379,488.42
		Total	100.000%	62,553,655.28			0.00	0.00	62,553,655.28

EL DORADO IRRIGATION DISTRICT

SUBJECT: Consider approving payments to Regional Water Authority in the not-to-exceed amounts of \$81,692 for general membership and \$40,551 for water efficiency program membership dues for a total payment of \$122,243 for Regional Water Authority membership dues for fiscal year 2023-2024.

PREVIOUS BOARD ACTION

July 21, 2003 – Board adopted Resolution No. 03-74, approving a Joint Powers Agreement to join the Regional Water Authority.

August 8, 2022 – Board approved payments to Regional Water Authority in the not-to-exceed amounts of \$81,536 for general membership and \$39,370 for water efficiency program membership dues for a total payment of \$120,906 for Regional Water Authority membership dues for fiscal year 2022-2023.

BOARD POLICIES (BP), ADMINISTRATIVE REGULATIONS (AR) AND BOARD AUTHORITY

BP 3060 Contracts and Procurement
AR 3061 Procurements and Contracts

SUMMARY OF ISSUE

The Regional Water Authority (RWA) was organized in 2001 and currently represents two dozen water providers and affiliated agencies in Sacramento, Placer, El Dorado, Yolo, and Sutter counties. RWA's mission is *"To serve, represent and align the interests of regional water providers and stakeholders for the purpose of improving water supply reliability, availability, quality and affordability."*

The District became a member of RWA in 2003 and has benefited from this membership over the years through regional advocacy, grant applications and administration to help fund District water reliability projects, providing programs that help protect water rights and entitlements, and assistance with planning and implementing water management projects and programs. The Board has authorized payment of the annual dues since joining RWA, and staff is requesting the Board consider renewing the general and water efficiency program memberships and approving payment of the associated dues.

BACKGROUND/DISCUSSION

General Membership

The District's general membership in RWA provides many benefits, including integrated regional planning, grant application and assistance, and consistent messaging related to regional water supply interests. The unique interests of the American River water purveyors are better heard when voiced collectively through RWA. Significant grant funding has been obtained through the RWA American River Basin Integrated Regional Water Management Plan (IRWMP). The District has received Proposition 84 grant funding from the State of California with RWA assistance and administration, including most recently \$1 million for the Easy Street Waterline Replacement Project and \$160,000 for improvements to the Outingdale raw water intake. The District also participates in regional efforts through RWA, including the Sacramento Regional Water Bank project, Regional Water Reliability, and Drought Contingency Planning, proposed Voluntary Settlement Agreements to the Water Quality Control Plan Updates, drought regulations, water conservation, and water loss legislation.

The 2023-2024 general membership dues of \$81,692 reflect a less than one percent increase over last year.

Water Efficiency Category 1 Program

Participation in RWA’s Water Efficiency Category 1 Program (WEP) has been highly beneficial to the District in the past, and the WEP continues to support the District in meeting required state and federal mandates, including Best Management Practices (BMPs). As the state moves forward with water loss and water use efficiency regulatory implementation, RWA continues to have a leadership role in developing these regulations and will continue to advocate to the state for the region's interests during this process. In 2022 and 2023, the WEP was busy implementing their \$2.4 million Proposition 1 (The Water Quality, Supply, and Infrastructure Improvement Act of 2014) Grant, focusing on the implementation of a regional toilet saturation study, an indoor commercial, industrial, and institutional (CII) regional rebate program and a regional CII dedicated irrigation meter landscaping mapping study that fulfills a new state reporting requirement. This year, RWA secured \$3.5 million for indoor direct fixture installations for disadvantaged community areas, turf placement rebates, and advertising funding to support their newly launched “Summer Strong” customer campaign. Homeowners are encouraged to make their yards “Summer Strong” by implementing water-wise best practices, such as watering in the morning to reduce evaporation, replacing older sprinklers and irrigation equipment with more efficient models, and introducing low-water and native plants to their yards.

Prior grant funding from membership in RWA has provided the District \$681,000 in funding for implementing the District’s water efficiency programs.

As part of the District’s membership in the California Water Efficiency Partnership (CalWEP), the WEP assists the District in meeting the adopted BMPs. The District’s BMP compliance meets the required demand management measures of the U.S. Bureau of Reclamation for the District’s water service contract at Folsom Reservoir and the California Department of Water Resources for the required quinquennial Urban Water Management Plan Update reporting.

The WEP provides BMP compliance documentation, grant procurement and implementation, working subcommittees, and training opportunities. In addition, participation by District staff in the Regional Water Efficiency Program Advisory Committee continues to provide valuable resources to stay informed of changing statewide requirements, pending legislation, technology advancements, and learning from the challenges other member agencies face.

The detailed benefits of WEP membership are outlined below by category, including compliance or support with the specific BMP Requirement.

1. BMP Requirements

a. Public Outreach

- i. Provides regional water efficiency messages through multi-media venues (billboards, radio, television, newspaper, and website).
- ii. Coordinates partnerships with the Association of California Water Agencies’ *Save Our Water* campaign, the River Cats Sutter Health Park, Sac Republic FC, the Sacramento Kings, and regional community events.
- iii. Produces outreach materials that the District and other water agencies use for consistent messaging.
- iv. Launches regional rebate program for water-wise landscaping at business and institutional properties.
- v. Provides a regional website *BeWaterSmart.info* as a resource for up-to-date drought information for each water agency, water efficiency tips, and regional rebate programs.

- b. School Education – WEP complies with BMP requirement
 - i. The *Be Water Smart News* supplement is funded by the WEP and co-sponsored by the Sacramento Bee to promote water efficiency education in schools.
 - ii. In partnership with the WEP, the *Water Education Foundation* holds workshops for teachers on the required water efficiency curriculum.
 - iii. The program also implements the Water Spots Video Contest for high and middle school students to develop public service announcements based on a unique annual theme.
 - iv. Working through the Capital Region Creative Corps, RWA secured grant funding to launch a new regional school education program featuring local theatre artists.

The 2023-2024 WEP annual dues of \$40,551 reflect a three percent increase over last year.

FUNDING

The annual RWA membership is funded from the Drinking Water operations budget. A summary of requested funding is as follows:

General Membership	\$81,692
Water Efficiency Program	\$40,551
TOTAL FUNDING REQUESTED	\$122,243

BOARD OPTIONS

Option 1: Approve payments to Regional Water Authority in the not-to-exceed amounts of \$81,692 for general membership and \$40,551 for water efficiency program membership dues for a total payment of \$122,243 for Regional Water Authority membership dues for fiscal year 2023-2024.

Option 2: Take other action as directed by the Board.

Option 3: Take no action.

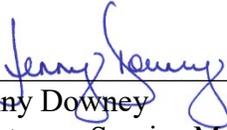
RECOMMENDATION

Option 1

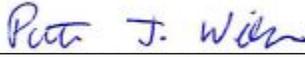
ATTACHMENTS

Attachment A: RWA letter dated June 26, 2023 (General Membership)

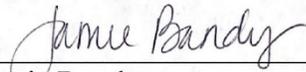
Attachment B: RWA letter dated July 1, 2023 (Water Efficiency Category 1 Program)



Jenny Downey
Customer Service Manager



Patrick Wilson
Drinking Water Operations Manager



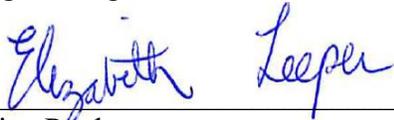
Jamie Bandy
Finance Director



Dan Corcoran
Operations Director

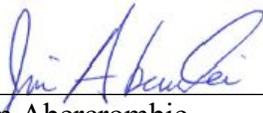


Brian Mueller
Engineering Director



Brian Poulsen
General Counsel

for



Jim Abercrombie
General Manager

Regional Water Authority
Building Alliances in Northern California

5620 Birdcage Street
Suite 180
Citrus Heights, CA 95610

Tel: (916) 967-7692
Fax: (916) 967-7322
www.rwah2o.org



June 26, 2023

Via First Class Mail

RECEIVED

JUL 08 2023

EL DORADO
IRRIGATION DISTRICT

Tony Firenzi, Chair
Brett Ewart, Vice Chair

SUBJECT: RWA FY 2023/2024 BUDGET AND DUES SCHEDULE

Members

- California American Water
- Carmichael Water District
- Citrus Heights Water District
- Del Paso Manor Water District
- El Dorado Irrigation District
- Elk Grove Water District
- Fair Oaks Water District
- Folsom, City of
- Georgetown Divide Public Utility District
- Golden State Water Company
- Lincoln, City of
- Nevada Irrigation District
- Orange Vale Water Company
- Placer County Water Agency
- Rancho Murieta Community Services District
- Roseville, City of
- Sacramento, City of
- Sacramento County Water Agency
- Sacramento Suburban Water District
- San Juan Water District
- West Sacramento, City of
- Yuba City, City of

Jim Abercrombie
El Dorado Irrigation District
2890 Mosquito Road
Placerville, CA 95667

Dear Mr. Abercrombie:

Thank you for your continued participation in the Regional Water Authority (RWA). RWA formed in 2001 under the premise that the region would be stronger in forming an agency of and for its members. RWA’s success comes from your active participation.

The RWA’s strategic plan helps to guide the efforts of the region. Successes include advocating for and receiving funding to help build the members’ projects, providing programs that ensure your agencies will enjoy its water rights and entitlements, and creating region wide solutions for adapting to climate change. RWA’s ability to help members plan and implement water management projects and programs within the region continues to grow, and our regional voice on statewide issues is gaining influence.

In regional planning, we continue to be successful in securing state and federal funding to support members’ projects. Our region is receiving nearly \$60 million through grants in 2023, including the prospect of early implementation VA funding. The tally of grant funding has risen to nearly \$175 million to date. Our fiscal year 2023/2024 budget will allow us to continue with the implementation of the Board-adopted Regional Water Reliability Plan.

In advocacy and communication, we continue to make strides in gaining greater recognition beyond the region. We are making significant strides in our advocacy program including sponsoring SB 659 to make groundwater recharge a state priority, advocating for positive outcomes on water rights bills, and ensuring RWA Member priorities are included in a potential water bond. Our FY 2023/2024 budget will allow us to develop communication tools that help achieve RWA’s mission and increase our efforts to protect and improve water supply reliability for the region to meet both human and environmental needs.

Associates

- County of Placer
- El Dorado County Water Agency
- Sacramento Area Flood Control Agency
- Sacramento Municipal Utility District
- Sacramento Regional County Sanitation District
- Yuba Water Agency

SUBJECT: RWA FY 2023/2024 BUDGET AND DUES SCHEDULE

June 12, 2023

Page 2 of 2

The RWA Board of Directors, at its May 18, 2023 meeting, approved the FY 2023/2024 budget and dues schedule. Attached is your agency's invoice for the year.

We look forward to another year of success together. Please call me at (916) 847-7589 if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "James Peifer".

Jim Peifer
Executive Director

Attachment

Regional Water Authority
Building Alliances in Northern California

2295 Gateway Oaks, Suite 100
Sacramento, CA 95833

Tel: (916) 967-7692
www.rwah2o.org



July 1, 2023

Tony Firenzi, Chair
Brett Ewart, Vice Chair

Jim Abercrombie
El Dorado Irrigation District
2890 Mosquito Rd
Placerville, CA 95667

Members

California American Water
Carmichael Water District
Citrus Heights Water District
Del Paso Manor Water District
El Dorado Irrigation District
Elk Grove Water District
Fair Oaks Water District
Folsom, City of
Golden State Water Company
Georgetown Divide Public Utility District
Lincoln, City of
Nevada Irrigation District
Orange Vale Water Company
Placer County Water Agency
Rancho Murieta Community Services District
Roseville, City of
Sacramento, City of
Sacramento County Water Agency
Sacramento Suburban Water District
San Juan Water District
West Sacramento, City of
Yuba City, City of

Associates

County of Placer
El Dorado County Water Agency
Sacramento Area Flood Control Agency
Sacramento Municipal Utility District
Sacramento Regional County Sanitation District
Yuba Water Agency

Dear Mr. Abercrombie:

Thank you for your continued participation in the Regional Water Authority (RWA)'s Water Efficiency Program (WEP). Your participation allows the region to harness economy of scale benefits for public outreach messaging, program implementation and grant awards. In fiscal year (FY) 2022-2023, the WEP provided a collaborative hub to discuss customer messaging, tracked regional water use, distributed grant funding and participated in state regulatory activities.

The WEP allows members to leverage their investments in water efficiency and take advantage of grant funding available now and in coming years. **Since 2003, the program has secured nearly \$19.9 million from highly competitive grant programs.** This past year, the WEP continued to implement our \$2.4 million Proposition 1 (The Water Quality, Supply, and Infrastructure Improvement Act of 2014) Grant, focusing on the implementation of a regional toilet saturation study, an indoor commercial, industrial, and institutional (CII) regional rebate program and a regional CII dedicated irrigation meter landscaping mapping study that fulfills a new state reporting requirement. Furthermore, **RWA secured \$3.5 million in 2023** for indoor direct fixture installations for disadvantaged community areas, turf replacement rebates, and advertising funding to support our newly launched “Summer Strong” customer campaign. Working through the Capital Region Creative Corps, RWA secured \$300,000 in grant funding to launch a new regional school education program in 2023 featuring local theatre artists. **Additional rebate grant funding continues to be available to WEP members to supplement local rebate programs.** Contact Amy Talbot for more details.

Your support for the WEP allows the RWA staff to continue to communicate the members' interests by providing technical and policy input to the State on the rule making process for water use efficiency regulations and proposed legislation. The Senate Bill 606 and Assembly Bill 1668 **outdoor standard regulations are still awaiting the start of the formal rulemaking process and final approval by the State Water Board, which we anticipate will be completed within the next year.** New legislation like Assembly Bills 1572 and 1573 are focused on reducing watering of nonresidential nonfunctional turf and the increased incorporation of native plants in new landscapes. With respect to established regulations, RWA and member supplier staff will continue to identify opportunities for the region to pool resources for a smoother, more cost-effective implementation of these regulations.

Jim Abercrombie
July 1, 2023
Page 2

The WEP member staff representatives approved the FY 2023-2024 WEP budget of \$651,000 at their May meeting. WEP dues for FY 2023-2024 include a 3% increase. Program dues have not increased since 2017. The 2022 Year in Review Report, the FY 2023-2024 WEP Budget Summary and the FY 2023-2024 WEP invoice are enclosed.

Please call me at (916) 967-7692 if you have any questions.

Sincerely,



James Peifer
Executive Director

cc: Bill Cassady

enclosures



EL DORADO IRRIGATION DISTRICT

SUBJECT: Consider awarding a contract to RoofConnect National Roofing Services in the not-to-exceed amount of \$293,310 for recoating the headquarters facility roof and authorize additional funding of \$29,331 in contingency for a total funding request of \$322,641 for the Headquarters Facility Improvements Project, Project No. 23027.

PREVIOUS BOARD ACTION

November 14, 2022 – Board adopted the 2023-2027 Capital Improvement Plan (CIP), subject to available funding.

BOARD POLICIES (BP), ADMINISTRATIVE REGULATIONS (AR), AND BOARD AUTHORITY

BP 3060 Contracts and Procurement
AR 3061 Procurement and Contract Authority

SUMMARY OF ISSUE

The aging headquarters facility roof has developed multiple leaks throughout the building and requires repair. Recent heavy winter storms have caused additional interior damage to the headquarters facility.

BACKGROUND/DISCUSSION

The 17-year-old roof material on the headquarters facility is deteriorating and needs repair to protect the assets within the building. Leaks in the roof became apparent during heavy rain storms last winter, causing interior damage to the headquarters facility. Many ceiling tiles and carpeted areas were damaged, and in some areas, staff had to relocate their workstations during the storms due to severe water leaks. After researching repair options and conducting multiple job walks, staff recommends a liquid-applied recoating rather than a complete tear-off and replacement. This process is more cost-efficient and is expected to provide the District another ten years of life with the current roof system. The headquarters facility roof is approximately 23,818 square feet.

The District utilized OMNIA Partners for its procurement process. OMNIA Partners specializes in efficient procurement for state and local government agencies, and their cooperative purchasing approach focuses on efficiency, compliance, and value, allowing the District to obtain services with more ease while also saving time and money attributed to the greater economy of scale OMNIA provides. Using their lead public agency contracting model, OMNIA Partners ensures all their cooperative contracts comply with public purchasing regulations and are competitively solicited for better efficiency and benefits to our procurement strategy. RoofConnect National Roofing Services is the successful contractor chosen through this procurement process.

FUNDING

Funding for the project was identified in the 2023-2027 CIP. The funding source is 60% water rates and 40% wastewater rates. A 10% contingency is included in the funding request for potential unforeseen changes in the scope of work.

RoofConnect – Roofing Services	\$293,310
Contingency (10%)	\$29,331
Total	\$322,641

BOARD OPTIONS

Option 1: Award a contract to RoofConnect National Roofing Services in the not-to-exceed amount of \$293,310 for recoating the headquarters facility roof and authorize additional funding in the amount of \$29,331 in contingency for a total funding request of \$322,641 for the Headquarters Facility Improvements project, Project No. 23027.

Option 2: Take other action as directed by the Board.

Option 3: Take no action.

RECOMMENDATION

Option 1

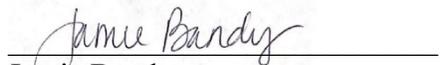
ATTACHMENTS

Attachment A: Headquarters Building Roof Re-Seal Contract

Attachment B: CIP summary



 Greg Royal
 Fleet Maintenance Supervisor



 Jamie Bandy
 Finance Director


 _____ for
 Brian Poulsen
 General Counsel

 Jim Abercrombie
 General Manager



HEADQUARTERS BUILDING ROOF RE-SEAL CONTRACT

TABLE OF CONTENTS

**Prepared by:
El Dorado Irrigation District
2890 Mosquito Road
Placerville, CA 95667**

In accordance with the Americans with Disabilities Act and California law, it is the policy of the El Dorado Irrigation District to offer its public programs, services and meetings in a manner that is readily accessible to everyone, including individuals with disabilities. If you are a person with a disability and require information or materials in an appropriate alternative format; or if you require any other accommodation, please contact the ADA Coordinator at the number or address below at least 72 hours prior to the meeting or when you desire to receive services. Advance notification within this guideline will enable the District to make reasonable arrangements to ensure accessibility. The District ADA Coordinator can be reached at: Phone: (530) 642-4045; e-mail: adacoordinator@eid.org

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INTRODUCTORY INFORMATION

00010 Table of Contents

CONTRACT FORMS

00520 (Agreement)
XXXX (VENDORS PROPOSAL BID #: BID-32612)
00550 (Notice to Proceed)
00610 (Construction Performance Bond)
00620 (Construction Labor and Material Payment Bond)
00630 (Guaranty)

CONDITIONS OF THE CONTRACT

00700 (General Conditions)
00821 (Insurance)
00822 (Apprenticeship Program)

CONTRACT SPECIFICATIONS

01340 (Safety Requisites)
01420 (References and Definitions)

SECTION 00520

AGREEMENT

THIS AGREEMENT, dated this 14th day of August, 2023, by and between ROOFCONNECT whose place of business is located at Sheridan AR 72150 (“Contractor”), and the EL DORADO IRRIGATION DISTRICT (“District”), an irrigation special district organized and existing under the California Irrigation District Law (Water Code §20500, *et seq.*).

WHEREAS, District, has awarded to Contractor the following contract:

HEADQUARTERS BLDG. ROOF RE-SEAL

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, Contractor and District agree as follows:

Article 1. Work

- 1.1 Furnish all materials and provide labor required to install AquaSeal Coating onto the Headquarters Building Roof located at 2890 Mosquito Rd. Placerville CA 95667. Approximate square feet to be applied 23,818 based on site visit and job walks. Additionally, contractor shall perform all activities as stated in statement of work included in proposal for the district dated 06/21/2023. Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions of the Contract Documents.

Article 2. District’s Representative, Construction Manager

- 2.1 District has designated Greg Royal, its Building and Maintenance Supervisor, to act as District’s Representative, who will represent District in performing District’s duties and responsibilities and exercising District’s rights and authorities in Contract Documents. District may change the individual(s) acting as District’s Representative(s), or delegate one or more specific functions to one or more specific District’s Representatives, including without limitation on general administrative functions, at any time with notice and without liability to Contractor. Each District’s Representative is the beneficiary of all Contractor obligations to District, including without limitation, all releases and indemnities.
- 2.2 District has designated Project manager to act as Construction Manager. District may assign all or part of the District Representative’s rights, responsibilities and

duties to Construction Manager. District may change the identity of the Construction Manager at any time with notice and without liability to Contractor.

- 2.3 District has not designated an engineer for this project.
- 2.4 All notices or demands to District under the Contract Documents shall be in writing and directed to District's Representative at:

Greg Royal, Building and Fleet Supervisor
2890 Mosquito Rd.
Placerville CA, 95667

groyal@eid.org

or to such other person(s) and address(es) as District shall provide to Contractor. Except as otherwise expressly provided herein, notices shall be dispatched by Email, facsimile transmission, overnight delivery and/or U.S. mail. Except as otherwise expressly provided herein, notices dispatched by Email, facsimile or overnight delivery shall be deemed received on the business day following dispatch. Notices dispatched by U.S. mail shall be deemed received on the third business day following dispatch.

Article 3. Contract Time and Liquidated Damages for Delay

3.1 Contract Time.

3.1.1 Contractor shall commence Work at the Site on the date established in the Notice to Proceed. District reserves the right to modify or alter the Commencement Date of the Work.

3.1.2 Contractor shall achieve Substantial Completion of the entire Work within 180 Days from the date when the Contract Time commences to run as provided in SECTION 00700 (General Conditions).

3.1.3 Contractor shall achieve Final Completion of the entire Work and be ready for Final Payment within 200 Days from the date when the Contract Time commences to run as provided in SECTION 00700 (General Conditions).

3.2 Liquidated Damages for Delay.

District and Contractor recognize that time is of the essence of this Agreement and that District will suffer financial loss if all or any part of the Work is not completed within the times specified above, plus any extensions thereof allowed in accordance with the Contract Documents.

Consistent with SECTION 00700 (General Conditions), District and Contractor agree that as liquidated damages for delay Contractor shall pay District:

- 3.2.1 \$50 for each Day Contractor fails to achieve Substantial Completion of the portion of the Work described in paragraph 3.1.2 above by the time specified herein.
- 3.2.2 \$100 for each Day Contractor fails to achieve Substantial Completion of the portion of the Work described in paragraph 3.1.3 above by the time specified herein.

These measures of liquidated damages shall apply cumulatively and shall be presumed to be the damages suffered by District resulting from delay in completion of the Work.

Article 4. Contract Sum

- 4.1 District shall pay Contractor the Contract Sum for completion of Work in accordance with Contract Documents as follows:

Here enter final Contract award price

Article 5. Contractor's Representations

In order to induce District to enter into this Agreement, Contractor makes the following representations and warranties:

- 5.1 Contractor has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions, and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- 5.2 Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, products specifications or reports, available for Bidding purposes, of physical conditions which may appear in the Drawings. Contractor accepts the determination set forth in these Documents and SECTION 00700 (General Conditions) of the limited extent of the information contained in such materials upon which Contractor may be entitled to

rely. Contractor agrees that except for the information so identified, Contractor does not and shall not rely on any other information contained in such reports and drawings.

- 5.3 Contractor has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Section 5.2 of this SECTION 00520) that pertain to the subsurface conditions, as-built conditions, Underground Facilities and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance or furnishing of Work, as Contractor considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of SECTION 00700 (General Conditions); and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.
- 5.4 Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 5.5 Contractor has given District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and as-built drawings and actual conditions and the written resolution thereof through Addenda issued by District is acceptable to Contractor.
- 5.6 Contractor is duly organized, existing and in good standing under applicable state law, and is duly qualified to conduct business in the State of California.
- 5.7 Contractor has duly authorized the execution, delivery and performance of this Agreement, the other Contract Documents and the Work to be performed herein. The Contract Documents do not violate or create a default under any instrument, agreement, order or decree binding on Contractor.
- 5.8 Contractor has listed the following Subcontractors pursuant to the Subcontractor Listing Law, California Public Contracting Code §4100 *et seq.*:

Name of Subcontractor and Location of Mill or Shop	Description of Work: Reference To Bid Items	Subcontractor's License No.	Subcontractor's DIR No.

Headquarters Bldg. Roof Re-Seal

Article 6. Contract Documents

- 6.1 Contract Documents include the following documents, including all changes, addenda, and modifications thereto:
- All documents listed in the Request for Bids, including documents supplied for bidding purposes only;
 - All addendums issued during bid process;
- 6.2 There are no Contract Documents other than those listed in this SECTION 00520, Article 6. The Contract Documents may only be amended, modified or supplemented as provided in SECTION 00700 (General Conditions).

Article 7. Miscellaneous

- 7.1 Terms used in this Agreement are defined in SECTION 00700 (General Conditions) and Section 01420 (References and Definitions) and will have the meaning indicated therein.
- 7.2 It is understood and agreed that in no instance are the persons signing this Agreement for or on behalf of District or acting as an employee, agent, or representative of District, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of the District is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 7.3 Contractor shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing Law, California Public Contracting Code §4100 *et seq.*
- 7.4 The Contract Sum includes all allowances (if any).
- 7.5 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time District tenders final payment to Contractor, without further acknowledgment by the parties.

- 7.6 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents and on file at District's office, and shall be made available to any interested party on request. Pursuant to Section 1861 of the Labor Code, Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.
- 7.7 Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).
- 7.8 This Agreement and the Contract Documents shall be deemed to have been entered into in the County of El Dorado, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in the Superior Court of the State of California for the County of El Dorado. Both parties hereby waive their rights under California Code of Civil Procedure Section 394 to file a motion to transfer any action or proceeding arising out of the Contract Documents to another venue. Contractor accepts the Claims Procedure in SECTION 00700, Article 12, established under the California Government Code, Title 1, Division 3.6, Part 3, Chapter 5.
- 7.9 Attorneys' Fees. Except as otherwise provided in the Contract Documents, if either party institutes or is required to defend any legal proceeding, action or motion to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover all costs and expenses, specifically including, but not limited to, reasonable attorneys' fees.

IN WITNESS WHEREOF the parties have executed this Agreement in triplicate the day and year first above written.

DISTRICT

EL DORADO IRRIGATION DISTRICT

CONTRACTOR:

ROOFCONNECT

By:

By:

James M. Abercrombie, General Manager

[Signature]

Jamie Bandy, Director of Finance

[Please print name here]

Greg Royal, Project Manager

Title: _____
[If Corporation: Chairman , President, or Vice President]

By: _____
[Signature]

[Please print name here]

Approved as to form by Office of the General Counsel:

Title: _____
[If Corporation: Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer]

Contractor License No.

Classification

Expiration Date

Taxpayer ID No.

Designated Representative:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

Facsimile: _____

Facsimile: _____

END OF SECTION

BRAZOS
THERMAL SYSTEMS


RoofConnect[®]
NATIONAL ROOFING SERVICES

Date: 06/21/2023

El Dorado Irrigation District

El Dorado Irrigation District (Placerville, CA) Main Roof
2890 Mosquito Road
Placerville, CA 95667

Omnia/RoofConnect Contract# R180902
Bid #: BID-32612

Eric Pickert
eric.pickert@roofconnect.com

The proposed prices are based on current material and energy costs, current production schedule and all noted assumptions made herein. Some of these factors are very volatile and represent significant factors that influence the proposed prices.

SCOPE OF WORK

Base Bid:

- AguaSeal Coating
- 10-Year AguaSeal manufacturer's warranty
- 2-Year Workmanship Warranty.
- Approximate square feet: 23,818

Safety and Project Preparation:

- Perform a pre-job meeting to determine jobsite logistics and safety requirements.
- Furnish proposed construction schedule, if needed.
- Furnish and install proper safety equipment.
- Furnish and install warning lines to identified areas associated with ground related roofing activities.

System Application:

- Moisture Scan and pull test required before starting project. The roof has multiple leaks and possible damage to the wood deck. Areas in need of repair will incur additional costs.
- Roof Preparation:
- Pressure-wash the entire roof system and parapet walls.
- AguaSeal 10 Year Mono System:
- Apply RoofBond Primer per manufacture specifications.
- Apply AguaSeal fully adhered Mono System per factory specifications.
- Pressure Wash the entire roof system and parapet walls.
- Remove all roof-related trash and debris.

Miscellaneous

- Nightly tie-ins will be performed to ensure watertight integrity during project.
- Job site will be cleaned daily during the project and at the completion of the project.

Warranty

- Once final inspection is performed and final payment is received, provide a 10-Year AguaSeal manufacturer Warranty.
- Roofing Contractor workmanship warranty: 2-Year

 **BASE BID TOTAL: \$293,310.00**

Accepted:

* Bonds and taxes are included. See all terms, conditions, & exclusions.

Pricing for Unforeseen Conditions in the Base Proposal:



Condition	Unit	Price
Deck Replacement Cost	Sq Ft	\$30.00

Schedule of Reimbursement (To be Determined)

Notes:

- The above work including insurance, warranties, hosting, and all safety equipment are included in this proposal.

Exclusions:

- Bonds, permits, and taxes are not included in the price unless stated above.
- Attic insulation, Wood Nailers, Curbs, Soffit, Fascia, Ladders and Vents are excluded. Only sheet metal associated with Roofing is included, unless otherwise stated above.
- RoofConnect is not responsible for Plumbing, Electrical, HVAC, and Containers which may be necessary to complete the project, unless otherwise stated above. RoofConnect is not responsible for Interpretation of Local Building Code.
- This proposal is based upon current, applicable Design Standards and Suitable Decking System for Roof System proposed on this Project. This Proposal is valid for 30 days from above Date.
- Decking, Decking Support Structure, Skylight/Smoke/Hatch Attachment, Mechanical, Plumbing, Electrical, Sheathing, Framing, Bonding, Interior work or protection, Night Work, Additional Mobilizations, Exterior Cladding are excluded.
- Excludes: specifically, pre-finished coping or any special metals, stucco waterproofing, or special foam coping. Plumbing, Carpentry, Temporary Roofing, Mechanical and Electrical, Painting, Damage to completed work caused by others, Roof Pipe Support Blocking, Equipment Curbs or Supports, Downspouts, Delays due to weather.



ACCEPTANCE

As an authorized representative of El Dorado Irrigation District, I hereby accept the above proposal, summarized as follows: Pricing is only valid for 30 days due to material volatility.

Proposed Item	Price	Accepted
Base Bid	\$293,310.00	<input type="checkbox"/>
Warranty Extension Program	\$ per annual	<input type="checkbox"/>

ACCEPTED BY:

Name: _____

Signature: _____

Date: _____

Approved

Contract

Amount: \$ _____

Purchase

Order Number: _____

SECTION 00550

NOTICE TO PROCEED
(*ISSUED AFTER AGREEMENT IS SIGNED)

Dated: _____

N _____

To: ROOF CONNECT
Attn: Eric Pickert
Mailing Address: 44 Grant 65, Sheridan AR 72150
E-mail: eric.pickert@roofconnect.com

CONTRACT FOR:

HEADQUARTERS BLDG. ROOF RE-SEAL

PURCHASE ORDER NO.: #####
EID NOS.: ### ##### ##### 52640
COST CATEGORY: CONO
BOARD APPROVAL DATE: ###/###/#####
AUTHORIZED AMOUNT (CONTRACT PRICE): \$ _____

You are notified that the Contract Time under the above Contract will commence to run on xxxxx ##, 20##. On that date, you are to start performing your obligations with respect to Work at the Site under the Contract Documents. In accordance with Article 3 of SECTION 00520 (Agreement), the dates of Substantial Completion and Final Completion for the entire Work are _____, 20## and _____, 20##, respectively.

Before you may start any Work at the Site, you must:

1. Conduct a thorough review of safety requisites.
2. Attend the preconstruction conference. The preconstruction conference may be arranged through _____.

NOTES: One complete set of agreement documents is for your files and one set for your Surety. Please reference Purchase Order Number ##### when invoicing.

EL DORADO IRRIGATION DISTRICT

Name:

By: _____
Project Manager

Attachments: Signed Agreement (2)
Cc: District Safety/Security Officer

END OF SECTION

SECTION 00610

CONSTRUCTION PERFORMANCE BOND

THIS CONSTRUCTION PERFORMANCE BOND ("Bond") is dated _____, is in the penal sum of _____ [which is one hundred percent of the Contract Price], and is entered into by and between the parties listed below to ensure the faithful performance of the Construction Contract listed below. This Bond consists of this page and the Bond Terms and Conditions, paragraphs 1 through 10, attached to this page. Any singular reference to ROOFCONNECT ("Contractor"), _____ ("Surety"), El Dorado Irrigation District ("District") or other party shall be considered plural where applicable.

CONTRACTOR:

SURETY:

Name

Name

Address

Principal Place of Business

City/State/Zip

City/State/Zip

CONSTRUCTION CONTRACT:

Headquarters Bldg. Roof Re-Seal

at _____, California.

DATED _____, 20____ in the Amount of \$_____ (the "Penal Sum")

CONTRACTOR AS PRINCIPAL
Company: (Corp. Seal)

SURETY
Company: (Corp. Seal)

Signature:_____

Signature:_____

Name and Title:_____

Name and Title:_____

BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to District for the complete and proper performance of the Construction Contract, which is incorporated herein by reference.
2. If Contractor completely and properly performs each and every obligation under the Construction Contract, Surety and Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. If there is no District Default, Surety's obligation under this Performance Bond shall arise after:
 - 3.1 District has declared a Contractor Default and has notified Contractor and Surety at its address described in Paragraph 10 below that District has declared a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than seven days after receipt of such notice to discuss methods of performing the Construction Contract and
 - 3.2 District has agreed to pay the Balance of the Contract Sum to Surety in accordance with the terms of this Bond and the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of this Bond and the Construction Contract.
4. When District has satisfied the conditions of Paragraph 3, Surety shall promptly (within 30 days) and at Surety's expense elect to take one of the following actions:
 - 4.1 Arrange for Contractor, with consent of District, to perform and complete the Construction Contract (but District may withhold consent, in which case the Surety must elect an option described in paragraphs 4.2, 4.3 or 4.4, below); or
 - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors, provided, that Surety may not select Contractor as its agent or independent contractor without District's consent; or
 - 4.3 Undertake to perform and complete the Construction Contract by obtaining bids from qualified contractors acceptable to District for a contract for performance and completion of the Construction Contract, and, upon determination by District of the lowest responsible bidder, arrange for a contract to be prepared for execution by District and the contractor selected with District's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and if Surety's obligations defined in Paragraph 6 exceed the Balance of the Agreement Price, then Surety shall pay to District the amount of such excess; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances, and after investigation and consultation with District, determine in good faith its monetary obligation to District under paragraph 6, below, for the performance and completion of the Construction Contract and, as soon as practicable after the amount is determined, tender payment thereof to District with full explanation of the payment's calculation. If District accepts Surety's tender under this paragraph 4.4, District may still hold Surety liable for future damages then unknown or unliquidated resulting from the Contractor Default. If District disputes the amount of Surety's tender under this paragraph 4.4, District may exercise all remedies available to it at law to enforce Surety's liability under paragraph 6, below.

5. If Surety does not proceed as provided in Paragraph 4 above, then Surety shall be deemed to be in default on this Bond ten days after receipt of an additional written notice from District to Surety demanding that Surety perform its obligations under this Bond. At all times District shall be entitled to enforce any remedy available to District at law or under the Construction Contract including, without limitation, and by way of example only, rights to perform work, protect work, mitigate damages, advance critical work to mitigate schedule delay, or coordinate work with other consultants or contractors.

6. Surety's monetary obligation under this Bond is limited by the Amount of this Bond identified herein as the Penal Sum. This monetary obligation shall augment the Balance of the Contract Sum. Subject to these limits, Surety's obligations under this Bond are commensurate with the obligations of Contractor under the Construction Contract. Surety's obligations shall include, but are not limited to:

- 6.1 The responsibilities of Contractor for correction of defective work, materials and equipment and completion of the Construction Contract;
- 6.2 Additional legal, design professional, construction management and delay costs resulting from Contractor's Default, or resulting from the actions or failure to act of the Surety under Paragraph 4 above (but excluding attorney's fees incurred to enforce this Bond); and
- 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of Contractor under the Construction Contract, including, but not limited to, all valid and proper back charges, offsets, payments, indemnities, or other damages.

7. Surety hereby waives notice of any change, alteration or addition, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations. Surety consents to all terms of the Construction Contract, including provisions on changes to the Contract. No extension of time, change, alteration, modification, deletion, or addition to the Contract Documents, or of the work required thereunder, shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond.

8. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between District and Contractor regarding the Construction Contract, or in the Superior Court of the State of California for the County of El Dorado, or in a court of competent jurisdiction in the location in which the work is located. Communications from District to Surety under paragraph 3.1 of this Bond shall be deemed to include the necessary agreements under paragraph 3.2 of this Bond unless expressly stated otherwise.

9. Notice to Surety Contractor shall be mailed or delivered to the address, or sent via tele copier to the facsimile number, shown on the signature page of this Bond, and notice to District shall be mailed or delivered as provided in SECTION 00520 (Agreement). Actual receipt of notice by Surety, District or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.

10. DEFINITIONS

10.1 Balance of the Agreement Price: The total amount payable by District to Contractor under the Construction Contract after all proper adjustments have been made under the Construction Contract, for example, deductions for progress payments made, and increases/decreases for approved modifications to the Construction Contract.

10.2 Construction Contract: The agreement between District and Contractor identified on the first page of this bond, including all Contract Documents and changes thereto.

10.3 Contractor Default: Material failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract, including, but not limited to, "default" or any other condition allowing a termination for cause as provided in SECTION 00700 (General Conditions).

10.4 District Default: Material failure of District, which has neither been remedied nor waived, to pay Contractor progress payments due under the Construction Contract or to perform other material terms of the Construction Contract, if such failure is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the Construction Contract.

END OF SECTION

SECTION 00620

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1. THAT WHEREAS, the El Dorado Irrigation District ("District") has awarded to ROOF CONNECT as Principal, dated the _____ day of _____, 20__ (the "Contract"), titled THE EL DORADO IRRIGATION DISTRICT **Headquarters Bldg. Roof Re-Seal** Project in the amount of _____, which Contract is by this reference made a part hereof, for the work described as follows:

Furnish all materials and labor required to install AquaSeal Coating. Approximate square feet to be applied 23,818 based on site visit and job walks. Additionally, contractor shall perform all other activities as stated in statement of work included in proposal for the district dated 06/21/2023.

2. AND WHEREAS, Principal is required to furnish a bond in connection with the Contract to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;
3. NOW, THEREFORE, we, the undersigned Principal and _____, as Surety, are held and firmly bound unto District in the sum of 100% OF THE CONTRACT PRICE (_____), for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
4. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its executors, administrators, successors, or assigns approved by District, or its subcontractors shall fail to pay any of the persons named in California Civil Code §3181, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the State of California Unemployment Insurance Code with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys' fees, otherwise the above obligation shall become and be null and void.
5. This bond shall inure to the benefit of any of the persons named in California Civil Code §3181, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic's Lien Law.

- 6. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Contract, or to the work to be performed thereunder.
- 7. Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with Contract; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing District's rights against the other.
- 8. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

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

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corp. Seal)

Company: (Corp. Seal)

Signature

Signature

Name

Name

Title

Title

Street Address

Street Address

City, State, Zip Code

City, State, Zip Code

END OF SECTION

SECTION 00630

GUARANTY

TO THE EL DORADO IRRIGATION DISTRICT for construction of:

HEADQUARTERS BLDG. ROOF RE-SEAL

The undersigned guarantees all construction performed on this Project and also guarantees all material and equipment incorporated therein.

Contractor hereby grants to District for a period of one year following the date of Final Completion, or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work.

Neither final payment nor use or occupancy of the Work performed by the Contractor shall constitute an acceptance of Work not done in accordance with this Guaranty or relieve Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting therefrom, which shall appear within one year, or longer if specified, from the date of Final Completion.

If within one year after the date of Final Completion, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to District and in accordance with District's written instructions, correct such defective Work. Contractor shall remove any defective Work rejected by District and replace it with Work that is not defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, District may have the defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct defective Work, or defects are discovered outside the correction period, District shall have all rights and remedies granted by law.

Inspection of the Work shall not relieve Contractor of any of its obligations under the Contract Documents. Even though equipment, materials, or Work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Contractor shall, at its own expense, replace or repair any such equipment, material, or Work found to be defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guaranty period.

The foregoing Guaranty is in addition to any other warranties of Contractor contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Contractor under the Contract Documents and at law with respect to Contractor's duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Guaranty and any warranty or obligation of the Contractor under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Contractor.

Contractor's Company Name

Signature

Address

Printed Name and Title

City/State/Zip

Date

END OF SECTION

**SECTION 00700
GENERAL CONDITIONS**

1. GENERAL

A. Documents

Contract Documents are complementary; what is called for by one is as binding as if called for by all. Contract Documents shall not be construed to create a contractual relationship of any kind between (1) Engineer or any District Representative and Contractor; (2) District and/or its representatives and a Subcontractor, sub-Subcontractor, or supplier of any Project labor, materials, or equipment; or (3) between any persons or entities other than District and Contractor. District shall be deemed to be an intended third-party beneficiary of each agreement referenced in clause (2) above, and each such agreement shall so provide. Contractor is fully responsible for Contractor's own acts and omissions. Contractor is responsible for all acts and omissions of its Subcontractors, suppliers, and other persons and organizations performing or furnishing any of the Work, labor, materials, or equipment under a direct or indirect contract with Contractor.

B. Exercise of Contract Responsibilities

In exercising its responsibilities and authorities under the Contract Documents, District does not assume any duties or responsibilities to any Subcontractor or supplier and does not assume any duty of care to Contractor, Contractor's Subcontractors or suppliers. Except as expressly set forth in the Contract Documents, in exercising their respective responsibilities and authorities under the Contract Documents, neither Engineer nor any District Representative assume any duties or responsibilities to any Subcontractor, sub-Subcontractor or supplier nor assume any duty of care to Contractor or any Subcontractor, sub-Subcontractor or suppliers.

C. Defined Terms

All abbreviations and definitions of terms used and not otherwise defined in this SECTION 00700 are set forth in Section 01420 (References and Definitions). This SECTION 00700 subdivides at first level into Articles, and then into paragraphs.

2. BIDDING

A. Investigation Prior To Bidding

1. Prior to bidding, Bidders shall perform the work, investigations, research and analysis required by Article 5 of SECTION 00520 (Agreement). Under the Contract Documents, Contractor is charged with all information and knowledge that a reasonable Bidder would ascertain from having performed the required work, investigations, research, and analysis. Bid prices shall include entire cost of all "incidental work" to complete the Work, as that term is defined in Article 5 of this SECTION 00700.
2. Conditions Shown on Contract Documents: Information as to underground conditions, as-built conditions, or other conditions or obstructions indicated in the Contract Documents, *e.g.*, on Drawings or in Specifications, has been obtained with reasonable care, and has been recorded in good faith. District warrants, and Contractor may rely on, the accuracy of only limited types of information as discussed below.

- a. Aboveground and as-built conditions: There is no express or implied warranty and no express or implied representation that any information as to aboveground conditions or as-built conditions indicated in the Contract Documents is correctly shown, or indicated, or complete. As a condition to bidding, Contractor shall verify by independent investigation all aboveground and as-built conditions. In submitting its Bid, Contractor shall rely on the results of its own independent investigation and shall not rely on District-supplied information regarding aboveground conditions and as-built conditions.
- b. Subsurface conditions: Contractor may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated in the Contract Documents. District is not responsible for (1) the completeness of any subsurface condition information for bidding or construction, (2) Contractor's conclusions or opinions drawn from any subsurface condition information, or (3) subsurface conditions that are not specifically shown. (For example, District is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown.)
- c. Conditions Shown in Reports and Drawings Supplied for Informational Purposes: Reference is made to SECTION 00320 (Geotechnical Data and Existing Conditions) for identification of geotechnical reports, "as built" information, and other drawings or other documents describing physical conditions in or relating to existing surface or subsurface conditions or structures at or contiguous to the Site. These materials are not Contract Documents and, except for any "technical data" regarding subsurface conditions specifically identified in SECTION 00320 (Geotechnical Data and Existing Conditions), and "Underground Facilities" data, as limited in SECTION 00320 (Geotechnical Data and Existing Conditions), Contractor shall not in any manner rely on the information in these materials. Subject to the foregoing, Contractor shall make its own independent investigation of all conditions affecting the Work and must not rely on information provided by District.

B. Subcontractors

1. Consistent with Public Contract Code Sections 4101 *et seq.*, Contractor shall not substitute any other person or firm in place of any Subcontractor listed in the Bid. Subcontractors shall not assign or transfer their subcontracts or permit them to be performed by any other contractor without District's written approval. At District's request, Contractor shall provide District with a complete copy of all executed subcontracts or final commercial agreements with Subcontractors and/or suppliers.
2. Subcontract agreements shall preserve and protect the rights of District under the Contract Documents so that subcontracting will not prejudice such rights. To the extent of the Work to be performed by a Subcontractor, Contractor shall require the Subcontractor's written agreement (1) to be bound to the terms of Contract Documents and (2) to assume vis-à-vis

Contractor all the obligations and responsibilities that Contractor assumes toward District under the Contract Documents. (These agreements include for example, and not by way of limitation, all warranties, claims procedures and rules governing submittals of all types to which Contractor is subject under the Contract Documents.)

3. Contractor shall provide for the assignment to District of all rights any Subcontractor may have against any manufacturer, supplier, or distributor for breach of warranties and guaranties relating to the Work performed by the Subcontractor under the Contract Documents.

3. CONTRACT AWARD AND COMMENCEMENT OF THE WORK

A. Award of Contract

District will make the Award of Contract by issuing a Notice of Award. As a condition to District signing SECTION 00520 (Agreement), however, Contractor shall deliver to District the executed agreements, forms, bonds and insurance documents required by SECTION 00200 (Instructions to Bidders) in the required quantities and within the required times.

B. Commencement of Work

The Contract Time will commence to run on the 30th Day after the issuance of the Notice of Award or, if a Notice to Proceed is given, on the date indicated in the Notice to Proceed. District may give a Notice to Proceed at any time within 30 Days after the Notice of Award. Contractor shall not do any Work at the Site prior to the date on which the Contract Time commences to run.

4. BONDS AND INSURANCE

C. Bonds

1. At or before the date indicated in SECTION 00200 (Instructions to Bidders), Contractor shall file with District the following bonds:
 - a. Corporate surety bond, in the form of SECTION 00610 (Construction Performance Bond), in the penal sum of 100% of the Contractor's Bid as accepted, to guaranty faithful performance of the Work; and
 - b. Corporate surety bond, in the form of SECTION 00620 (Construction Labor and Material Payment Bond), in the penal sum of 100% of the Contractor's Bid as accepted, to guaranty payment of wages for services engaged and of bills contracted for materials, supplies, and equipment used in performance of Contract Documents.
1. Sureties shall be satisfactory to District. Corporate sureties on these bonds and on bonds accompanying Bids shall be duly licensed to do business in the State of California and shall have an A.M. Best Company financial rating of A-, VII or better.

B. Insurance

See SECTION 00821 (Insurance), incorporated herein by this reference.

5. DRAWINGS AND SPECIFICATIONS

A. Intent

1. Drawings and Specifications are intended to describe a functionally complete and operable Project (and all parts thereof) to be constructed in accordance with the requirements of Contract Documents. Contractor shall perform any work, provide services and furnish any materials or equipment that may reasonably be inferred from the requirements of Contract Documents or from prevailing custom or trade usage as being required to produce this intended result. Contractor shall interpret words or phrases used to describe work (including services), materials or equipment, that have well-known technical or construction industry or trade meaning in accordance with that meaning. Drawings' intent specifically includes the intent to depict construction that complies with all applicable laws, codes and standards.
2. As part of the "Work," Contractor shall provide all labor, materials, equipment, machinery, tools, facilities, services, employee training and testing, hoisting facilities, shop drawings, storage, testing, security, transportation, disposal, the securing of all necessary or required field dimensions, the cutting or patching of existing materials, notices, permits, documents, reports, agreements and any other items required or necessary to timely and fully complete Work described and the results intended by Contract Documents and, in particular, Drawings and Specifications. Divisions and Specification Sections and the identification on any Drawings shall not control Contractor in dividing Work among Subcontractors or suppliers or delineating the Work to be performed by any specific trade.
3. Contractor shall perform reasonably implied parts of Work as "incidental work" although absent from Drawings and Specifications. Incidental work includes any work not shown on Drawings or described in Specifications that is necessary or normally or customarily required as a part of the Work shown on Drawings or described in Specifications. Incidental work includes any Work necessary or required to make each installation satisfactory, legally operable, functional, and consistent with the intent of Drawings and Specifications or the requirements of Contract Documents including required tasks to be performed under Division 1 of Specifications. Contractor shall perform incidental work without extra cost to District. Incidental work shall be treated as if fully described in Specifications and shown on Drawings, and the expense of incidental work shall be included in price Bid and Contract Sum.

B. Drawing Details

A typical or representative detail on Drawings shall constitute the standard for workmanship and material throughout corresponding parts of Work. Where necessary, and where reasonably inferable from Drawings, Contractor shall adapt such representative detail for application to such corresponding parts of Work. The details of such adaptation shall be subject to prior approval by District. Repetitive

features shown in outline on Drawings shall be in exact accordance with corresponding features completely shown.

C. Interpretation of Drawings And Specifications

Should any discrepancy appear or any misunderstanding arise as to the import of anything contained in Drawings and Specifications, or should Contractor have any questions or requests relating to Drawings or Specifications, Contractor shall refer the matter to District, in writing. District will issue with reasonable promptness written responses, clarifications or interpretations as District may determine necessary, which shall be consistent with the intent of and be reasonably inferable from Contract Documents. Such written clarifications or interpretations shall be binding upon Contractor. If Contractor believes that a written response, clarification or interpretation justifies an adjustment in the Contract Sum or Contract Time, Contractor shall give District prompt written notice as provided in Section 01250 (Modification Procedures). If the parties are unable to agree to the amount or extent of the adjustment, if any, then Contractor shall perform the Work in conformance with District's response, clarification, or interpretation and may make a written claim for the adjustment as provided in Article 12 of this SECTION 00700.

D. Checking of Drawings

Before undertaking each part of Work, Contractor shall carefully study and compare Contract Documents and check and verify pertinent figures shown in the Contract Documents and all applicable field measurements. Contractor shall be responsible for any errors that might have been avoided by such comparison. Figures shown on Drawings shall be followed; Contractor shall not scale measurements. Contractor shall promptly report to District, in writing, any conflict, error, ambiguity or discrepancy that Contractor may discover. Contractor shall obtain a written interpretation or clarification from District before proceeding with any Work affected thereby. Contractor shall provide District with a follow-up correspondence every ten days until it receives a satisfactory interpretation or clarification.

E. Standards to Apply Where Specifications Are Not Furnished

The following general specifications shall apply wherever in the Specifications, or in any directions given by District in accordance with or supplementing Specifications, it is provided that Contractor shall furnish materials or manufactured articles or shall do work for which no detailed specifications are shown. Materials or manufactured articles shall be of the best grade, in quality and workmanship, obtainable in the market from firms of established good reputation. If not ordinarily carried in stock, the materials or manufactured articles shall conform to industry standards for first-class materials or articles of the kind required, with due consideration of the use to which they are to be put. Work shall conform to the usual standards or codes, such as those cited in Section 01420 (References and Definitions), for first-class work of the kind required. Contractor shall specify in writing to District the materials to be used or Work to be performed under this paragraph 5.E ten Business Days prior to furnishing such materials or performing such Work.

F. Deviation from Specifications and Drawings

1. Contractor shall perform Work in accordance with Drawings and Specifications. Contractor may deviate from Drawings or the dimensions given in the Drawings, and may deviate from the Specifications, only upon District's advance written approval of the proposed deviation.
2. District may order that locations, lines and grades for Work vary from those shown on Drawings. Changes may be made in locations, lines or grades for Work under any item of Contract Documents. No payment in addition to unit price fixed in the Contract Documents for Work under respective items will be allowed on account of variations from Drawings in unit price items. In lump sum contracts, or where there are no unit price items covering Work affected by variations of locations, lines or grades, all changes in the Contract Documents will be made as set forth in Article 14 of this SECTION 00700.

G. Precedence of Documents

3. In the case of discrepancy or ambiguity in the Contract Documents, the following order of precedence shall prevail:
 - a. Modifications in inverse chronological order (i.e., most recent first), and in the same order as specific portions they are modifying;
 - b. SECTION 00520 (Agreement), and terms and conditions referenced therein;
 - c. SECTION 00700 (General Conditions);
 - d. Drawings;
 - e. Written numbers over figures, unless obviously incorrect;
 - f. Figured dimensions over scaled dimensions;
 - g. Large-scale drawings over small-scale drawings.
4. Any conflict between a bill or list of materials shown in the Contract Documents and the actual quantities required to complete Work required by Contract Documents, will be resolved in favor of the actual quantities.

H. Ownership and Use Of Drawings, Specifications And Contract Documents

Drawings, Specifications and other Contract Documents were prepared for use for Work of Contract Documents only. No part of Contract Documents shall be used for any other construction or for any other purpose except with the written consent of District. Any unauthorized use of Contract Documents is prohibited and at the sole liability of the user.

6. CONSTRUCTION BY DISTRICT OR BY SEPARATE CONTRACTORS

A. District's Right to Perform Construction and to Award Separate Contracts

District may perform with its own forces, construction or operations related to the Project. District may also award separate contracts in connection with other portions of the Project or other construction or operations, on the Site or areas contiguous to the Site, under conditions similar to these Contract Documents, or may have utility

owners perform other work. When separate contracts are awarded for different portions of the Project or other construction or operations on the Site, the term "Contractor" in these Contract Documents shall mean the Contractor herein.

B. Mutual Responsibility

1. Contractor shall afford all other contractors, utility owners and District (if District is performing work with its own forces), proper and safe access to the Site, and reasonable opportunity for the installation and storage of their materials. Contractor shall ensure that the execution of its Work properly connects and coordinates with others' work, and shall cooperate with them to facilitate the progress of the Work.
2. Contractor shall coordinate its Work with the work of other separate contractors, District, and utility owners.
3. Unless otherwise provided in the Contract Documents, Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of other separate contractors, District or utility owners by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of District and the others whose work will be affected.
4. Contractor's duties and responsibilities under Article 6 of this SECTION 00700 are for the benefit of District and also for the benefit of such other contractors and utility owners working at the Site to the extent that there are comparable provisions for the benefit of Contractor in the direct contracts between District and such other contractors and utility owners.
5. To the extent that any part of Contractor's Work is to interface with work performed or installed by other contractors or utility owners, Contractor shall inspect and measure the in-place work. Contractor shall promptly report to District in writing any defect in the in-place work that will impede or increase the cost of Contractor's interface unless corrected. District will require the Contractor responsible for the Defective Work to make corrections so as to conform to its contract requirements, or, if the defect is the result of an error or omission in the Contract Documents, issue a Change Order. If Contractor fails to measure, inspect and/or report to District in writing defects that are reasonably discoverable, Contractor shall bear all costs of accomplishing the interface acceptable to District. This provision shall be included in any and all other contracts or subcontracts for Work to be performed where such a conflict could exist.

C. District Authority Over Coordination

1. District will have authority over coordination of the activities of multiple contractors in cases where District performs work with its own forces or contracts with others for the performance of other work on the Project, or utilities work on the Site. District may at any time and in its sole discretion, designate a person or entity other than District to have authority over the coordination of the activities among the various contractors. District's authority with respect to coordination of the activities of multiple contractors

and utility owners shall not relieve Contractor of its obligation to other contractors and utility owners to coordinate its Work with other contractors and utility owners as specified within this SECTION 00700. Contractor shall promptly notify District in writing when another contractor on the Project fails to coordinate its work with the Work of Contract Documents.

2. Contractor shall suspend any part of the Work or carry on the same in such manner as directed by District when such suspension or prosecution is necessary to facilitate the work of other contractors or workers. No damages or claims by Contractor will be allowed if the suspension or Work change is due in whole or in part to Contractor's failure to perform its obligation to coordinate its Work with other contractors and utility owners. Damages or claims will be allowed only to the extent of fault by District if the suspension or Work change is due in whole or in part to another contractor's failure to coordinate its work with Contractor, other contractors, and utility owners. District reserves the right to back charge Contractor for any damages or claims incurred by other contractors as a result of Contractor's failure to perform its obligations to coordinate with other contractors and utility owners. District may deposit the funds retained with a Court of competent jurisdiction pursuant to applicable interpleader procedures and Contractor releases District of further liability regarding such funds.

7. DISTRICT AND PAYMENT

A. District Representative(s)

District Representative(s) will have limited authority to act on behalf of District as set forth in the Contract Documents. Except as otherwise provided in these Contract Documents or subsequently identified in writing by District, District will issue all communications to Contractor through District Representative, and Contractor shall issue all communications to District through District Representative in a written document delivered to District. Should any direct communications between Contractor and District's consultants, architects or engineers not identified in Article 2 of SECTION 00520 (Agreement) occur during field visits or by telephone, Contractor shall immediately confirm them in a written document copied to District.

B. Means and Methods of Construction

Subject to those rights specifically reserved in the Contract Documents, District will not supervise, or direct, or have control over, or be responsible for, Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, or Contractor's failure to comply with laws and regulations applicable to the furnishing or performance of Work. District will not be responsible for Contractor's failure to perform or furnish the Work in accordance with Contract Documents.

C. Receipt and Processing of Applications for Payment

Contractor shall prepare the schedules, submit Applications for Payment and warrant title to all Work covered by each Application for Payment. District will review Contractor's Applications for Payment and District will make payment thereon, and Contractor shall make payments to Subcontractors, suppliers and others.

8. CONTROL OF THE WORK

A. Supervision of Work By Contractor

1. Contractor shall supervise, inspect, and direct Work competently and efficiently, devoting the attention and applying such personal skills and expertise as may be required and necessary to perform Work in accordance with Contract Documents. Contractor shall be solely responsible for and have control and charge of construction means, methods, techniques, sequences and procedures, safety precautions, safety coordination and programs in connection with the Work. Contractor shall be responsible to see that the completed Work complies accurately with Contract Documents.
2. Contractor shall keep on the Site at all times during Work progress a competent resident Superintendent, who shall not be replaced without District's express written consent. The Superintendent shall be Contractor's representative at the Site and shall have complete authority to act on behalf of Contractor. All communications to and from the Superintendent shall be as binding as if given to or by Contractor.

B. Observation of Work By District

1. Work shall be performed under District's general observation and administration. Contractor shall comply with District's directions and instructions in accordance with the terms of Contract Documents, but nothing contained in these General Conditions shall be taken to relieve Contractor of any obligations or liabilities under the Contract Documents. District's failure to review or, upon review, failure to object to any aspect of Work reviewed, shall not be deemed a waiver or approval of any non-conforming aspect of Work.
2. District may engage an independent consultant or engineer (collectively for purposes of this paragraph 8.B, "Engineer") to assist in administering the Work. If so engaged, Engineer will advise and consult with District, but will have authority to act on behalf of District only to extent provided in the Contract Documents or as set forth in writing by District. Engineer will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with Work. Engineer will not be responsible for or have control over the acts or omissions of Contractor, Subcontractors or their agents or employees, or any other persons performing Work.
3. Engineer may review Contractor's submittals, such as Shop Drawings, Product Data, and Samples, but only for conformance with design concept of Work and with information given in the Contract Documents.
4. Engineer may visit the Site at intervals appropriate to stage of construction to become familiar generally with the progress and quality of Work and to determine in general if Work is proceeding in accordance with Contract Documents. Based on its observations, Engineer may recommend to District that it disapprove or reject Work that Engineer believes to be defective or will not produce a complete Project that conforms to Contract Documents or will prejudice the integrity of the design concept of the

completed Project as a functioning whole as indicated by Contract Documents. District will also have authority to require special inspection or testing of Work, whether or not the Work is fabricated, installed or completed.

5. Engineer may conduct inspections to recommend to District the dates that Contractor has achieved Substantial Completion and Final Acceptance, and will receive and forward to District for review written warranties and related documents required by Contract Documents.

C. Access to Work

1. During performance of Work, District and its agents, officers, consultants, and employees may at any time enter upon Work, shops or studios where any part of the Work may be in preparation, or factories where any materials for use in Work are being or are to be manufactured, and Contractor shall provide proper and safe facilities for this purpose, and shall make arrangements with manufacturers to facilitate inspection of their processes and products to such extent as District's interests may require. Other contractors performing work for District may also enter upon Work for all purposes required by their respective contracts. Subject to the rights reserved in the Contract Documents, Contractor shall have sole care, custody, and control of the Site and its Work areas.
2. District may, at any time, and from time to time, during the performance of the Work, enter the Work Site for the purpose of installing any necessary work by District labor or other contracts, and for any other purpose in connection with the installation of facilities. In doing so, District shall endeavor not to interfere with Contractor and Contractor shall not interfere with other work being done by or on behalf of District.
3. If, prior to completion and final acceptance of all the Work, District takes possession of any structure or facility (whether completed or otherwise) comprising a portion of the Work with the intent to retain possession thereof (as distinguished from temporary possession contemplating return to Contractor), then, while District is in possession of the same, Contractor shall be relieved of liability for loss or damage to such structure other than that resulting from the Contractor's fault or negligence. Such taking of possession by District shall not relieve the Contractor from any provisions of the Contract respecting such structure, other than to the extent specified in the preceding sentence, nor constitute a final acceptance of such structure or facility.
4. If, following installation of any equipment or facilities furnished by Contractor, defects requiring correction by Contractor are found, District shall have the right to operate such unsatisfactory equipment or facilities and make reasonable use thereof until the equipment or facilities can be shut down for correction of defects without injury to the District.

D. Existing Utilities

Drawings may indicate above and below grade structures, drainage lines, storm drains, sewers, water, gas, electrical, chemical, hot water, and other similar items and

utilities. Contractor shall locate these existing installations in accordance with California Government Code Section 4216.2 before proceeding with trenching or other operations that may cause damage, shall maintain them in service where appropriate, and shall repair any damage to them caused by the Work, at no increase in Contract Sum. Additional utilities whose locations are unknown to District are suspected to exist. Contractor shall be alert to their existence; if they are encountered, Contractor shall immediately report to District for disposition of the same. In addition to reporting if any utility is damaged, Contractor shall take appropriate action as provided in this SECTION 00700. Additional compensation or extension of time on account of utilities not shown or otherwise brought to Contractor's attention, including reasonable action taken to protect or repair damage, shall be determined as provided in this SECTION 00700.

1. At no additional cost to District, Contractor shall incorporate into the Work main or trunk line utilities identified in the Contract Documents and other utilities or underground structures known or reasonably discernible and that will remain in service, including reasonable adjustments to the design location (including minor relocations) of the existing or new installations. Contractor shall take immediate action to restore any in service installations damaged by Contractor's operations. Should District determine that Contractor has not responded in a timely manner or not diligently pursued completion of the Work, District may restore service and deduct the costs of such action by District from the amounts due under the Contract.
2. Consistent with Government Code Section 4215, as between District and Contractor, District will be responsible for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Site only if such utilities are not identified in the Contract Documents. District will compensate for the cost of locating and repairing damage not due to Contractor's failure to exercise reasonable care, removing and relocating such main or trunk line utility facilities not indicated in the Contract Documents with reasonable accuracy, and equipment on the Project necessarily idled during such work.
3. Prior to performing Work at the Site, Contractor shall lay out the locations of known underground utilities that are to remain in service and other significant known underground installations. At no additional cost to District, prior to commencing other Work in proximity to such known underground utilities or installations that can be readily inferred from adjacent surface improvements, Contractor shall further locate, by carefully excavating with small equipment, potholing and principally by hand, such utilities or installations that are to remain and that are subject to damage. This obligation applies to all utilities (including, but not limited to, those referenced in paragraph 8.D.3 of this SECTION 00700).
4. Nothing in this SECTION 00700 shall be deemed to require District to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Site can be inferred by Contractor from the presence of an underground transmission main or other visible facilities, such as buildings, new asphalt, meters and junction boxes,

on or adjacent to the Site. Contractor shall immediately secure all available information and notify District and utility, in writing, of its discovery, while performing Work under the Contract Documents, of any utility facilities not identified in the Drawings and Specifications.

E. Underground Facilities

1. Before commencing work of digging trenches or excavation, Contractor shall review all information available regarding subsurface conditions, and subject to the terms and conditions of these documents, Contractor shall also comply with Government Code Sections 4216 to 4216.9, and in particular Section 4216.2 which provides, in part:

“Except in an emergency, every person planning to conduct any excavation shall contact the appropriate regional notification center at least two working days, but no more than 14 calendar days, prior to commencing that excavation, if the excavation will be conducted in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the excavator, and, if practical, the excavator shall delineate with white paint or other suitable markings the area to be excavated. The regional notification center shall provide an inquiry identification number to the person who contacts the center and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation.”
2. Contractor shall contact USA, and schedule the Work to allow ample time for the center to notify its members and, if necessary, for any member to field locate and mark its facilities. Contractor is charged with knowledge of all subsurface conditions reflected in USA records. Prior to commencing excavation or trenching work, Contractor shall provide District with copies of all USA records secured by Contractor. Contractor shall advise District of any conflict between information provided in the Drawings and that provided by USA records. Contractor’s excavation shall be subject to and comply with the Contract Documents.
3. The cost of all of the following will be included in the Contract Sum and Contractor shall have full responsibility for (a) reviewing and checking all available information and data, and information on file at USA; (b) locating all Underground Facilities shown or indicated in the Contract Documents, available information, or indicated by visual observation including, but not limited to, and by way of example only, engaging qualified locating services and all necessary backhoeing and potholing; (c) coordination of the Work with the owners of such Underground Facilities during construction; and (d) the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.
4. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated in the materials supplied by District or in information on file at USA or is otherwise reasonably available to Contractor, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby (and in no event

later than seven Days), and prior to performing any Work in connection therewith (except in an emergency as required by Article 16 of this SECTION 00700), identify the owner of such Underground Facility and give written notice to that owner and to District. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

5. Contractor shall be allowed an increase in the Contract Sum or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any Underground Facility that is owned and was built by District only where the Underground Facility:
 - a. Was not shown or indicated in the Contract Documents or in information on file at USA; and
 - b. Contractor did not know of it; and
 - c. Contractor could not reasonably have been expected to be aware of it or to have anticipated it from the information available. (For example, if surface conditions such as pavement repairs, valve covers, or other markings, indicate the presence of an Underground Facility, then an increase in the Contract Price or an extension of the Contract Time will not be due, even if the Underground Facility was not indicated in the Contract Documents, in information on file at USA, or otherwise reasonably available to Contractor.)
6. Contractor shall bear the risk that Underground Facilities not owned or built by District may differ in nature or locations shown in information made available by District, in information on file at USA, or otherwise reasonably available to Contractor. Underground Facilities are inherent in construction involving digging of trenches or other excavations and Contractor is to apply its skill and industry to verify the information available.

9. WARRANTY, GUARANTY, AND INSPECTION OF WORK

A. Warranty and Guaranty

1. General Representations and Warranties: Contractor represents and warrants that it is and will be at all times fully qualified and capable of performing every Phase of the Work and to complete Work in accordance with the terms of Contract Documents. Contractor warrants that all construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices and all requirements of Contract Documents. Contractor warrants that Work, including but not limited to each item of materials and equipment incorporated therein, shall be new, of suitable grade of its respective kind for its intended use, and free from defects in design, engineering, materials, construction and workmanship. Contractor warrants that Work shall conform in all respects with all applicable requirements of federal, state and local laws, applicable construction codes and standards, licenses, and permits, Drawings and Specifications and all descriptions set forth therein, and all other requirements of Contract Documents. Contractor shall not be responsible, however, for the negligence of others in the specification of specific equipment, materials, design parameters and means or methods of

- construction where that is specifically shown and expressly required by Contract Documents.
2. **Extended Guaranties:** Any guaranty exceeding one year provided by the supplier or manufacturer of any equipment or materials used in the Project shall be extended for such term. Contractor expressly agrees to act as co-guarantor of such equipment and materials and shall supply District with all warranty and guaranty documents relative to equipment and materials incorporated in the Project and guaranteed by their suppliers or manufacturers.
 3. **Environmental and Toxics Warranty:** The covenants, warranties and representations contained in this paragraph are effective continuously during Contractor's Work on the Project and following cessation of labor for any reason including, but not limited to, Project completion. Contractor covenants, warrants and represents to District that:
 - a. To Contractor's knowledge after due inquiry, no lead or asbestos-containing materials were installed or discovered in the Project at any time during Contractor's construction thereof. If any lead or asbestos-containing materials were discovered, Contractor made immediate written disclosure to District.
 - b. To Contractor's knowledge after due inquiry, no electrical transformers, light fixtures with ballasts or other equipment containing PCBs are or were located on the Project at any time during Contractor's construction thereof.
 - c. To Contractor's knowledge after due inquiry, no storage tanks for gasoline or any other toxic substance are or were located on the Project at any time during Contractor's construction thereof. If any such materials were discovered, Contractor made immediate written disclosure to District.
 - d. Contractor's operations concerning the Project are and were not in violation of any applicable environmental federal, state, or local statute, law or regulation dealing with hazardous materials substances or toxic substances and no notice from any governmental body has been served upon Contractor claiming any violation of any such law, ordinance, code or regulation, or requiring or calling attention to the need for any work, repairs, construction, alteration, or installation on or in connection with the Project in order to comply with any such laws, ordinances, codes, or regulations, with which Contractor has not complied. If there are any such notices with which Contractor has complied, Contractor shall provide District with copies thereof.

B. Inspection of Work

1. All materials, equipment, and workmanship used in Work shall be subject to inspection and testing at all times during construction and/or manufacture in accordance with the terms of Contract Documents. Work and materials, and manufacture and preparation of materials, from beginning of construction until final completion and acceptance of Work, shall be subject to inspection and rejection by District, its agents, representatives or

independent contractors retained by District to perform inspection services, or governmental agencies with jurisdictional interests. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and program so that they may comply therewith as applicable. Upon request or where specified, District shall be afforded access for inspection at the source of supply, manufacture or assembly of any item of material or equipment, with reasonable accommodations supplied for making such inspections.

2. Contractor shall give District timely notice of readiness of Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
3. If applicable 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, and furnish District with the required certificates of inspection, or approval. District will pay the cost of initial testing and Contractor shall pay all costs in connection with any follow-up or additional testing. Contractor shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for the acceptance of materials or equipment to be incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.
4. If Contractor covers any Work, or the work of others, prior to any required inspection, test or approval without written approval of District, Contractor shall uncover the Work at District's request. Contractor shall bear the expense of uncovering Work and replacing Work.
5. In any case where Contractor covers Work contrary to District's request, Contractor shall uncover Work for District's observation or inspection at District's request. Contractor shall bear the cost of uncovering Work.
6. Whenever required by District, Contractor shall furnish tools, labor and materials necessary to make examination of Work that may be completed or in progress, even to extent of uncovering or taking down portions of finished Work. Should Work be found unsatisfactory, cost of making examination and of reconstruction shall be borne by Contractor. If Work is found to be satisfactory, District, in manner herein prescribed for paying for alterations, modifications, and extra Work, except as otherwise herein specified, will pay for examination.
7. Inspection of the Work by or on behalf of District, or District's failure to do so, shall not under any circumstances be deemed a waiver or approval of any non-conforming aspect of the Work. Contractor shall have an absolute duty, in the absence of a written Change Order signed by District, to perform Work in conformance with the Contract Documents.
8. Any inspection, evaluation, or test performed by or on behalf of District relating to the Work is solely for the benefit of District, and shall not be relied

upon by Contractor. Contractor shall not be relieved of the obligation to perform Work in accordance with the Contract Documents, nor relieved of any guaranty, warranty, or other obligation, as a result of any inspections, evaluations, or tests performed by District, whether or not such inspections, evaluations, or tests are permitted or required under the Contract Documents. Contractor shall be solely responsible for testing and inspecting Work already performed to determine whether such Work is in proper condition to receive later Work.

C. Correction of Defective Work

1. If Contractor fails to supply sufficient skilled workers, suitable materials or equipment, or to furnish or perform the Work in such a way that the completed Work will conform to Contract Documents, District may order Contractor to replace any Defective Work, or stop any portion of Work to permit District (at Contractor's expense) to replace such Defective Work. These District rights are entirely discretionary on the part of the District, and shall not give rise to any duty on the part of District to exercise the rights for the benefit of Contractor or any other party.
2. District may direct Contractor to correct any Defective Work or remove it from the Site and replace it with Work that is not defective and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting from the correction or removal. Contractor shall be responsible for any and all claims, costs, losses and damages caused by or resulting from such correction or removal. A Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, District may decide the proper amount or, in its discretion may elect to leave the Contract Sum unchanged and deduct from moneys due Contractor, all such claims, costs, losses and damages caused by or resulting from the correction or removal. If Contractor disagrees with District's calculations, it may make a claim as provided in Article 12 of this SECTION 00700. District's rights under this paragraph 9.C.2 shall be in addition to any other rights it may have under the Contract Documents or by law.
3. Correction period:
 - a. With respect to equipment and machinery supplied by Contractor and incorporated into the Work, if within one year after the date of Final Completion of the portion of the Work incorporating the equipment and/or machinery (or, to the extent expressed by Change Order or Certificate of Final Completion, one year after District's written acceptance of such equipment), or such longer period as may be prescribed by laws or regulations, or by the terms of the Contract Documents, any equipment or machinery is found to be defective, Contractor shall promptly, without cost to District and in accordance with District's written instructions, correct such Defective Work.
 - b. With respect to structures within the scope of Work, if within one year after the date of Final Acceptance, or such longer period of time as may

- be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to District and in accordance with District's written instructions, correct such Defective Work.
- c. Contractor shall remove any Defective Work rejected by District and replace it with Work that is not defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, District may have the Defective Work corrected or the rejected Work removed and replaced.
 - d. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, District shall have all rights and remedies granted by law.
4. Additionally, in special circumstances where a part of the Work is occupied or a particular item of equipment is placed in continuous service before Final Acceptance of all the Work, the correction period for that part of Work or that item may start to run from an earlier date if so provided by Change Order or Certificate of Substantial Completion.
 5. Where Defective Work or rejected Work (and damage to other Work resulting therefrom) has been removed and replaced under this provision after the commencement of the correction period, the correction period hereunder with respect to such Work shall be extended for an additional period of one year after such removal and replacement has been satisfactorily completed.
 6. If following installation of any equipment, machinery, or facilities furnished by Contractor, defects requiring correction by Contractor are found, District shall have the right to operate such defective equipment or facilities and make reasonable use thereof until the equipment, machinery, or facilities can be shut down for correction of defects without causing injury to District.

D. Acceptance and Correction of Defective Work By District

1. District may accept Defective Work. Contractor shall pay all claims, costs, losses and damages attributable to District's evaluation of and determination to accept such Defective Work. If District accepts any Defective Work prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, District may deduct from moneys due Contractor, all claims, costs, losses, damages, expenses and liabilities attributable to the Defective Work. If Contractor disagrees with District's calculations, Contractor may make a claim as provided in Article 12 of this SECTION 00700. If District accepts any Defective Work after final payment, Contractor shall pay to District, an appropriate amount as determined by District.

2. District may correct and remedy deficiency if, after five Days' written notice to Contractor, Contractor fails to correct Defective Work or to remove and replace rejected Work in accordance with paragraph 9.2 of this SECTION 00700; or provide a plan for correction of Defective Work acceptable to District; or perform Work in accordance with Contract Documents. In connection with such corrective and remedial action, District may exclude Contractor from all or part of the Site; take possession of all or part of Work and suspend Contractor's Work related thereto; take possession of all or part of Contractor's tools, appliances, construction equipment and machinery at the Site; and incorporate in Work any materials and equipment stored at the Site or for which District has paid Contractor but which are stored elsewhere. Contractor shall allow District, its representatives, agents, employees, and other contractors and District's consultants' access to the Site to enable District to exercise the rights and remedies under this paragraph 9.C.2. Contractor shall be responsible for all claims, costs, losses, damages, expenses and liabilities incurred or sustained by District in exercising such rights and remedies. A Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to Work and the Contract Sum. If the parties are unable to agree to the amount of an appropriate decrease in the Contract Sum, District may deduct from moneys due Contractor, all claims, costs, losses and damages caused by or resulting from the correction or removal. If Contractor disagrees with District's calculations, Contractor may make a claim as provided in Article 12 of this SECTION 00700.

E. Rights Upon Inspection or Correction

1. Contractor shall not be allowed an extension of Contract Time because of any delay in the performance of Work attributable to the exercise by District of its rights and remedies under this Article 9. Where District exercises its rights under this Article 9, it retains all other rights it has by law or under the Contract Documents including, but not limited to, the right to terminate Contractor's right to proceed with the Work under the Contract Documents and/or make a claim or back charge where a Change Order cannot be agreed upon.
2. Inspection by District shall not relieve Contractor of its obligation to have furnished material and workmanship in accordance with Contract Documents. Payment for Work completed through periodic progress payments or otherwise shall not operate to waive District's right to require full compliance with Contract Documents and shall in no way be deemed as acceptance of the Work paid therefor. Contractor's obligation to complete the Work in accordance with Contract Documents shall be absolute, unless District agrees otherwise in writing.

F. Samples and Tests of Materials and Work

Contractor shall furnish, in such quantities and sizes as may be required for proper examination and tests, samples or test specimens of all materials to be used or offered for use in connection with Work. Contractor shall prepare samples or test specimens

at its expense and furnish them to District. Contractor shall submit all samples in ample time to enable District to make any necessary tests, examinations, or analyses before the time it is desired to incorporate the material into the Work.

G. Proof of Compliance of Contract Provisions

In order that District may determine whether Contractor has complied or is complying with requirements of Contract Documents not readily enforceable through inspection and tests of Work and materials, Contractor shall at any time, when requested, submit to District properly authenticated documents or other satisfactory proofs of compliance with all applicable requirements.

H. Acceptance

Inspection by District or its authorized agents or representatives, any order or certificate for the payment of money, any payment, acceptance of the whole or any part of Work by District, any extension of time, any verbal statements on behalf of District or its authorized agents or representatives shall not operate as a waiver or modification of any provision of the Contract Documents, or of any power reserved to District herein or therein or any right to damages provided in the Contract Documents. Any waiver of any breach of the Contract Documents shall not be held to be a waiver of any other subsequent breach.

10. CONTRACTOR'S ORGANIZATION AND EQUIPMENT

A. Contractor's Legal Address

Address and facsimile number given in Contractor's Bid are hereby designated as Contractor's legal address and facsimile number. Contractor may change its legal address and facsimile number by notice in writing, delivered to District, which in conspicuous language advises District of a change in legal address or facsimile number, and which District accepts in writing. Delivery to Contractor's legal address or depositing in any post office or post office box regularly maintained by the United States Postal Service, in a wrapper with postage affixed, directed to Contractor at legal address, or of any drawings, notice, letter or other communication, shall be deemed legal and sufficient service thereof upon Contractor. Facsimile to Contractor's designated facsimile number of any letter, memorandum, or other communication on standard or legal sized paper, with proof of facsimile transmission, shall be deemed legal and sufficient service thereof upon Contractor.

B. Contractor's Office at the Work Site

Contractor shall maintain an office at the Site, which office shall be headquarters of a Contractor representative authorized to transmit to and receive from District, communications, instructions or Drawings. Communications, instructions, or Drawings given to Contractor's representative or delivered at the Site office in representative's absence shall be deemed to have been given to Contractor.

C. Contractor's Superintendents or Forepersons

Contractor shall at all times be represented on Site by one or more superintendents or forepersons authorized and competent to receive and carry out any instructions

that District may give, and shall be liable for faithful observance of instructions delivered to Contractor or to authorized representative or representatives on Site.

D. Proficiency in English

Supervisors, security guards, safety personnel and employees who have unescorted access to the Site shall possess proficiency in the English language in order to understand, receive and carry out oral and written communications or instructions relating to their job functions, including safety and security requirements.

E. Contractor's and Subcontractors' Employees

Contractor shall employ, and shall permit its Subcontractors to employ, only competent and skillful personnel to do Work. If District notifies Contractor that any of its employees, or any of its Subcontractors' employees on Work is incompetent, unfaithful, disorderly or profane, or fails to observe customary standards of conduct or refuses to carry out any provision of the Contract Documents, or uses threatening or abusive language to any person on Work representing District, or violates sanitary rules, or is otherwise unsatisfactory, and if District requests that such person be discharged from Work, then Contractor or its Subcontractor shall immediately discharge such person from Work and the discharged person shall not be re-employed on the Work except with consent of District.

F. Contractor to Supply Sufficient Workers And Materials

1. Unless otherwise required by District under the terms of Contract Documents, Contractor shall at all times keep on the Site materials and employ qualified workers sufficient to prosecute Work at a rate and in a sequence and manner necessary to complete Work within the Contract Time. This obligation shall remain in full force and effect notwithstanding disputes or claims of any type.
2. At any time during progress of Work should Contractor directly or indirectly (through Subcontractors) refuse, neglect, or be unable to supply sufficient materials or employ qualified workers to prosecute the Work as required, then District may require Contractor to accelerate the Work and/or furnish additional qualified workers or materials as District may consider necessary, at no cost to District. If Contractor does not comply with the notice within three Business Days of date of service thereof, District shall have the right (but not a duty) to provide materials and qualified workers to finish the Work or any affected portion of Work, as District may elect. District may, at its discretion, exclude Contractor from the Site, or portions of the Site or separate work elements during the time period that District exercises this right. District will deduct from moneys due or which may thereafter become due under the Contract Documents, the sums necessary to meet expenses thereby incurred and paid to persons supplying materials and doing Work. District will deduct from funds or appropriations set aside for purposes of Contract Documents the amount of such payments and charge them to Contractor as if paid to Contractor. Contractor shall remain liable for resulting delay, including liquidated damages and indemnification of District from claims of others.

3. Exercise by District of the rights conferred upon District in paragraph 10.F.2 of this SECTION 00700, is entirely discretionary on the part of District. District shall have no duty or obligation to exercise the rights referred to in paragraph 10.F.2 of this SECTION 00700 and its failure to exercise such rights shall not be deemed an approval of existing Work progress or a waiver or limitation of District's right to exercise such rights in other concurrent or future similar circumstances. The rights conferred upon District under paragraph 10.F.2 of this SECTION 00700 are cumulative to District's other rights under any provision of the Contract Documents.

G. Contractor to List Trades Working

Contractor shall list the trades working on the Site and their scheduled activities on a daily basis, and provide a copy of that list to District

H. Contractor's Use of The Site

Contractor shall not make any arrangements with any person to permit occupancy or use of any land, structure or building within the limits of the Work, for any purpose whatsoever, either with or without compensation, in conflict with any agreement between District and any owner, former owner or tenant of such land, structure or buildings. Contractor may not occupy District-owned property outside the limit of the Work as indicated on the Drawings unless it obtains prior written approval from District.

11. COST DATA

1. Contractor shall maintain full and correct information as to the number of workers employed in connection with each subdivision of Work, the classification and rate of pay of each worker in form of certified payrolls, the cost to Contractor of each class of materials, tools and appliances used by Contractor in Work, and the amount of each class of materials used in each subdivision of Work. Contractor shall provide District with monthly summaries of this information. If Contractor maintains or is capable of generating summaries or reports comparing actual Project costs with Bid estimates or budgets, Contractor shall provide District with a copy of such report upon District's request and whenever it is generated.
2. Contractor shall maintain daily job reports recording all significant activity on the job, including the number of workers on Site, Work activities, problems encountered and delays. Contractor shall provide District with copies for each Day Contractor works on the Project, to be delivered to District either the same Day or the following morning before starting work at the Site. Contractor shall take monthly progress photographs of all areas of the Work. Contractor shall maintain copies of all correspondence with Subcontractors and records of meetings with Subcontractors.
3. District shall have the right to audit and copy Contractor's books and records of any type, nature or description relating to the Project (including but not limited to financial records reflecting in any way costs claimed on the Project), and to inspect the Site, including Contractor's trailer, or other job Site office, and this requirement shall be contained in the subcontracts of

Subcontractors working on Site. By way of example, District shall have the right to inspect and obtain copies of all Contract Documents, planning and design documents, Bid proposal and negotiation documents, cost records and job cost variance reports, design modification proposals, value engineering or other cost reduction proposals, revisions made to the original design, job progress reports, photographs, and as-built drawings maintained by Contractor. District and any other applicable governmental entity shall have the right to inspect all information and documents maintained under this paragraph at any time during the Project and for a period of five years following Final Completion. This right of inspection shall not relieve Contractor of its duties and obligations under the Contract Documents. This right of inspection shall be specifically enforceable in a court of law, either independently or in conjunction with enforcement of any other rights in the Contract Documents.

4. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Contract Modifications, Change Orders, Work Directives, Force Account orders, and written interpretations and clarifications in good order and annotated to show all changes made during construction. These Project Record Documents, together with all approved Samples and a counterpart of all approved Shop Drawings, shall be maintained and available to District for reference. Upon completion of the Work, Contractor shall deliver to District, the Project Record Documents, Samples and Shop Drawings and as-built drawings.

12 . CLAIMS BY CONTRACTOR

A. General

1. Contract Interpretation Disputes: Should it appear to Contractor that Work to be performed or any of the matters relative to Contract Documents (including without limitation Drawings or Specifications) are not satisfactorily detailed or explained therein, or should any questions arise as to the meaning or intent of Contract Documents (including without limitation Drawings or Specifications), Contractor shall give written notice to District promptly, but, in no event more than thirty (30) days after discovery of the matter, or other, shorter time, provided in Contract Documents. Contractor shall bear all costs incurred in giving notice. District will render a determination regarding the issue, which shall be final. If Contractor disagrees with District's decision, Contractor's sole and exclusive remedy is to file a claim in accordance with this Article 12. Contractor shall diligently prosecute the Disputed Work (as defined below) to Final Completion pending resolution of any claim.
2. Work Disputes: Contractor shall give written notice to District of any dispute arising under the Contract Documents respecting the true value of any Work performed, the implementation or performance of Work required by Contract Documents, any Work omitted, any extra Work that Contractor may be required to perform or time extensions, respecting the size of any payment to Contractor during the performance of Contract Documents, or of compliance with Contract Documents procedures. Contractor shall give

the notice promptly, but, in no event more than thirty (30) days after discovery of the matter, or other, shorter time, provided in Contract Documents. District will render a determination regarding the issue, which shall be final. If Contractor disagrees with District's decision, Contractor's sole and exclusive remedy is to file a claim in accordance with this Article 12. Pending the resolution of any claim, Contractor shall diligently prosecute the Disputed Work to Final Completion.

3. The claim notice and documentation procedure described in this Article 12 applies to all claims and disputes arising under the Contract Documents, including without limitation any claim or dispute by any Subcontractor or material supplier. All Subcontractor and supplier claims of any type shall be brought only through Contractor as provided in this Article 12. Under no circumstances shall any Subcontractor or supplier make any direct claim against District.
4. Except as otherwise set forth in Public Contract Code section 9204, "claim" means a written demand or written assertion by Contractor seeking, as a matter of right, the payment of money, the adjustment or interpretation of Contract Documents terms, or other relief arising under or relating to Contract Documents. In order to qualify as a "claim," the written demand must state that it is a claim submitted under this Article 12, or section 9204 of the Public Contract Code.
5. A voucher, invoice, proposed change, Application for Payment, cost proposal, RFI, change order request, or other routine or authorized form of request for payment is not a claim under the Contract Documents. If such request is disputed as to liability or amount, then the disputed portion of the submission may be converted to a claim under the Contract Documents by submitting a separate claim in compliance with claim submission requirements.
6. The provisions of this Article 12 constitute a non-judicial claim settlement procedure, and also a claim presentment procedure by agreement under Section 930.2 of the California Government Code, and shall survive termination, breach or completion of the Contract Documents. Contractor shall bear all costs incurred in the preparation and submission of a claim. Pursuant to Government Code Section 930.2, the one-year period in Government Code section 911.2 shall be reduced to 150 days. Any claims shall be presented in accordance with the Government Code and shall affirmatively indicate Contractor's prior compliance with the claims procedure herein and previous dispositions under paragraph 12.B.3 below.

B. Procedure

1. District and Contractor shall comply with the claims procedures in Public Contract Code § 9204, which is incorporated herein by reference. Additionally, pursuant to § 9204(f)(2), District and Contractor shall comply with the claims procedures and requirements set forth herein.
2. Should any clarification, determination, action or inaction by District or Engineer, Work, or any other event, in the opinion of Contractor, exceed the requirements of or not comply with Contract Documents in any way, or

otherwise result in Contractor seeking additional compensation in time or money or damages for any reason (collectively "Disputed Work"), then Contractor and District will make good faith attempts to resolve informally any and all such issues, claims and/or disputes. Before commencing the Disputed Work, or within seven Days after Contractor's first knowledge of the Disputed Work, whichever is earlier, Contractor shall file a written notice and cost proposal for the Disputed Work with District stating clearly and in detail its objection and reasons for contending the Disputed Work or interpretation is outside or in breach of the requirements of Contract Documents. If a written notice and cost proposal for Disputed Work is not issued within this time period, or if Contractor proceeds with the Disputed Work without first having given the notice required by paragraph 12.B.1, Contractor shall waive its rights to further claim on the specific issue.

3. District will review Contractor's timely notice and cost proposal for Disputed Work and provide a decision. If, after receiving the decision, Contractor disagrees with it or still considers the Work required of it to be outside of the requirements of Contract Documents, it shall so notify District, in writing, within seven Days after receiving the decision, by submitting a notice of potential claim, stating that a formal claim will be issued. Within 30 Days of receiving the decision, Contractor shall submit its claim in the form specified herein and all arguments, justification, cost or estimates, schedule analysis, and detailed documentation supporting its position. Contractor's failure to furnish notification within seven Days and all justifying documentation within 30 Days will result in Contractor waiving its right to the subject claim. If Disputed Work persists longer than 30 Days, then Contractor shall, every 30 Days until the Disputed Work ceases, submit to District a document titled "Claim Update" that shall update and quantify all elements of the claim as completely as possible. Contractor's failure to submit a Claim Update or to quantify costs every 30 Days shall result in waiver of the claim for that 30-Day period. Claims or Claim Updates stating that damages, total damages (direct and indirect), schedule input and/or any time extension will be determined at a later date shall not comply with this paragraph 12.B.3 and shall result in Contractor waiving its claim(s).
4. Except as otherwise provided in public contract code § 9204, within 45 days of District's receipt of Contractor's formal claim including all arguments, justifications, cost or estimates, schedule analysis, and documentation supporting its position as required herein, District or its designee will review the issue and render a final written determination. District may in its discretion conduct an administrative hearing on Contractor's claim, in which case Contractor shall appear, participate, answer questions and inquiries, and present any further evidence or analysis requested by District to evaluate and decide Contractor's claim. District's written determination will specify which portion of the claim is disputed and what portion is undisputed. District shall pay the undisputed portion of Contractor's claim within 60 days after the district issues its final written determination. District's failure to respond to Contractor's claim within the time periods

described herein shall results in the claim being deemed rejected in its entirety.

5. If Contractor disputes the District's final written determination, or if the District fails to respond to a claim issued pursuant to this section within the time prescribed, Contractor may, within 10 days of District's issuance of its final written determination, or if no final written determination is made within the time periods prescribed herein, within 60 days of District's receipt of Contractor's claim, demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, District shall schedule a meet and confer conference within 30 days for settlement of the dispute.

Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, District shall provide Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after District issues its written statement. Any disputed portion of the claim, as identified by Contractor in writing, shall be submitted to nonbinding mediation (or if otherwise permitted by the Contract Documents, arbitration), as a condition precedent to litigation, with District and Contractor sharing the associated costs equally. District and Contractor shall mutually agree to a mediator trained in construction industry mediation within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator trained in construction industry mediation and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. All statutes of limitation shall be tolled from the date of the demand for mediation until a date two weeks following the mediation's conclusion. All unresolved Contractor claims shall be submitted to the same mediator. The cost of the mediation shall be equally shared.

6. EXCEPT WHERE PROVIDED BY LAW, OR ELSEWHERE IN THESE CONTRACT DOCUMENTS (IF APPLICABLE), DISTRICT SHALL NOT BE LIABLE FOR SPECIAL OR CONSEQUENTIAL DAMAGES, AND CONTRACTOR SHALL NOT INCLUDE THEM IN ITS CLAIMS. CONTRACTOR SHALL BE LIMITED IN ITS RECOVERY ON CLAIMS TO THE CHANGE ORDER CALCULATIONS.
7. If Contractor's claims submitted in accordance with this Article 12 at Project completion total less than \$375,000, then claims resolution shall proceed in the manner prescribed by Article 1.5, Chapter 1, Part 3 of Division 2 of the California Public Contract Code.

C. Claim Format

1. Contractor shall submit the claim justification in the following format:

- a. Cover letter and certification under penalty of perjury of the accuracy of the claim;
- b. Summary of claim, including underlying facts, entitlement, schedule analysis, quantum calculations, contract provisions supporting relief;
- c. List of documents relating to claim including Specifications, Drawings, clarifications/requests for information, schedules, notices of delay, and any others;
- d. Chronology of events and correspondence;
- e. Analysis of claim merit;
- f. Analysis of claim cost; and
- g. Attach supporting documents referenced in paragraph 12.C.1.c.

D. Subcontractor Claims

Contractor shall present as its claims all Subcontractor, sub-Subcontractor and supplier claims of any type, and prove them under the terms of the Contract Documents. District shall not be directly liable to any Subcontractor, any supplier, or any other person or organization, or to any surety for or employee or agent of any of them, for damages or extra costs of any type arising out of or resulting from the Project.

E. Exclusive Remedy

Contractor's performance of its duties and obligations specified in this Article 12 and administration of a claim as provided in this Article 12 is Contractor's sole and exclusive remedy for disputes of all types pertaining to the payment of money, extension of time, the adjustment or interpretation of Contract Documents terms or other contractual or tort relief arising from Contract Documents. This exclusive remedy and the limitation of liability (expressed herein and elsewhere throughout Contract Documents) apply notwithstanding the completion, termination, suspension, cancellation, breach or rescission of the Work or Contract Documents, negligence or strict liability by District, its representatives, consultants or agents, or the transfer of Work or the Project to District for any reason whatsoever. Contractor waives and covenants not to use any claims of waiver, estoppel, release, bar, or any other type of excuse for non-compliance with the claim submission, administration, and mediation requirements. Compliance with the claim submission, administration, and mediation procedures described in Article 12 is a condition precedent to the right to commence litigation or commence any other legal action. Claim(s) or issue(s) not raised in a timely protest and timely claim submitted under this Article 12 may not be asserted in any subsequent Government Code claim, litigation or legal action. District shall not be deemed to waive any provision under this Article 12, if at District's sole discretion, a claim is administered in a manner not in accord with this Article 12. Contractor's timely and full compliance with its obligations in this Article 12 shall constitute a condition precedent to Contractor's compliance with the claims presentation requirements under the California Government Code, which shall remain upon substantial completion or termination of the Contract Documents.

13. LEGAL AND MISCELLANEOUS

A. Laws and Regulations

1. Contractor shall keep fully informed of and shall comply with all laws, ordinances, regulations and orders of any properly constituted authority affecting the Contract Documents, Work and persons connected with Work, and shall protect and indemnify District and its officers, employees, consultants and agents against any claim or liability, including attorney's fees, arising from or based on violation of law, ordinance, regulation or order, whether by Contractor or by Subcontractors, employees or agents. Authorized persons may at any time enter upon any part of Work to ascertain compliance of all applicable laws, ordinances, regulations and orders.
2. Whenever Drawings and Specifications require larger sizes or higher standards than are required by any applicable law, ordinance, regulation or order, Drawings and Specifications shall govern. Whenever Drawings and Specifications require something that will violate such laws, ordinances, regulations or orders, then such laws, ordinances, regulations or orders shall govern.

B. Permits and Taxes

Contractor shall procure all permits and licenses applicable to the Work (including environmental matters to the extent applicable), pay all charges and fees, including fees for street opening permits, comply with, implement and acknowledge effectiveness of all permits, initiate and cooperate in securing all required notifications or approvals therefore, and give all notices necessary and incident to due and lawful prosecution of Work, unless otherwise provided herein. District will pay applicable building permits, school, sanitation and water fees, except as otherwise provided in the Contract Documents. Contractor shall pay all sales and/or use taxes levied on materials, supplies, or equipment purchased and used on or incorporated into Work, and all other taxes properly assessed against equipment or other property used in connection with Work, without any increase in the Contract Sum. Contractor shall make necessary arrangements with proper authorities having jurisdiction over roads, streets, pipelines, navigable waterways, railroads, and other works in advance of operations, even where District may have already obtained permits for the Work.

C. Responsibility of Contractor And Indemnification

1. District and each of its officers, employees, consultants and agents including, but not limited to the Board, Engineer and each District Representative, shall not be liable or accountable in any manner for loss or damage that may happen to any part of the Work; loss or damage to materials or other things used or employed in performing the Work; injury, sickness, disease, or death of any person; or damage to property resulting from any cause whatsoever except their sole negligence, willful misconduct or active negligence, attributable to performance or character of the Work, and Contractor releases all of the foregoing persons and entities from any and all such claims.

2. To the furthest extent permitted by law (including without limitation California Civil Code Section 2782), Contractor shall assume defense of, and indemnify and hold harmless, District and each of its officers, employees, consultants and agents, including but not limited to the Board, Engineer and each District representative, from claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies and attorney's fees and consultant's fees, directly or indirectly arising out of, connected with or resulting from performance of the Work, failure to perform the Work, or condition of the Work which is caused in whole or part by any act or omission of Contractor, Subcontractors, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether it is caused in part by the negligence of District or by any person or entity required to be indemnified hereunder.
3. With respect to third-party claims against Contractor, Contractor waives any and all rights to any type of express or implied indemnity against District and each of its officers, employees, consultants and agents including, but not limited to District, the Board, Engineer and each District representative.
4. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Contractor, its Subcontractors of any tier, or the officers or agents of any of them.
5. To the furthest extent permitted by law (including, without limitation, Civil Code Section 2782), the indemnities, releases of liability and limitations of liability, claims procedures, and limitations of remedy expressed throughout Contract Documents shall apply even in the event of breach of contract, negligence (active or passive), fault or strict liability of the party(ies) indemnified, released, or limited in liability, and shall survive the termination, rescission, breach, abandonment, or completion of the Work or the terms of the Contract Documents. If Contractor fails to perform any of these defense or indemnity obligations, District may in its discretion back charge Contractor for District's costs and damages resulting therefrom and withhold such sums from progress payments or other contract moneys which may become due.
6. The indemnities in the Contract Documents shall not apply to any indemnified party to the extent of its sole negligence or willful misconduct; nor shall they apply to District or other indemnified party to the extent of its active negligence.

D. Concealed or Unknown Conditions

1. If either of the following conditions is encountered at Site when digging trenches or other excavations that extend deeper than four feet below the surface, Contractor shall give a written Notice of Differing Site Conditions to District promptly before conditions are disturbed, except in an emergency as required by paragraph 13.D of this SECTION 00700, and in no event later than seven Days after first observance of:
 - a. Subsurface or Latent physical conditions which differ materially from those indicated in the Contract Documents; or

- b. Unknown physical conditions of an unusual nature or which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

In response to Contractor's Notice of Differing Site Conditions under this paragraph 13.D.1, District will investigate the identified conditions, and if they differ materially and cause increase or decrease in Contractor's cost of, or time required for, performance of any part of the Work, District will issue either a Request for Proposal or a Construction Change Directive under the procedures described in the Contract Documents. If District determines that physical conditions at the Site are not Latent or are not materially different from those indicated in Contract Documents or that no change in terms of the Contract Documents is justified, District will so notify Contractor in writing, stating reasons.

2. Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed Latent or materially different Site conditions (whether above or below grade) if:
 - a. Contractor knew of the existence of such conditions at the time Contractor submitted its Bid; or
 - b. Contractor should have known of the existence of such conditions as a result of having complied with the requirements of Contract Documents; or
 - c. The information or conditions claimed by Contractor to be Latent or materially different consist of information, conclusions, opinions or deductions of the kind that paragraph 2.A of this SECTION 00700 precludes reliance upon; or
 - d. Contractor was required to give written Notice of Differing Site Conditions and failed to do so within the time required.
3. If District and Contractor are unable to agree on entitlement to or as to the amount or length of any adjustment in the Contract Sum or Contract Time required under this paragraph 13.D, Contractor shall proceed with the Work as directed by District and may make a claim as provided in Article 12 of this SECTION 00700.

E. Notice of Hazardous Waste or Materials Conditions

2. Contractor shall give a written Notice of Hazardous Materials Condition to District promptly, before any of the following conditions are disturbed (except in an emergency as required by paragraph 13.D of this SECTION 00700), and in no event later than 24 hours after first observance of any:
 - a. Material that Contractor believes may be hazardous waste or hazardous material, as defined in Section 25117 of the Health and Safety Code (including, without limitation, asbestos, lead, PCBs, petroleum and related hydrocarbons, and radioactive material) that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law ("hazardous material"); or

- b. Other material that may present an imminent substantial danger to persons or property exposed thereto in connection with Work at the Site (“other materials”).
3. Except as otherwise provided in the Contract Documents or as provided by applicable law, Contractor shall not be required to give any notice for the disturbance or observation of any such hazardous materials or other materials where such matter is disturbed or observed as part of the scope of Work under the Contract Documents (such as hazardous waste or hazardous material investigation, remediation or disposal activities which are identified as the subject of Work under the Contract Documents), where Contractor complies with all requirements in the Contract Documents and applicable law respecting such materials.
4. Contractor’s Notice of Hazardous Materials Condition shall indicate whether the hazardous materials or other materials were shown or indicated in the Contract Documents to be within the scope of Work, and whether the hazardous materials or other materials were brought to the Site by Contractor, its Subcontractors, suppliers, or anyone else for whom Contractor is responsible.
5. Contractor shall not be entitled to any adjustment in the Contract Sum or Contract Time regarding claimed hazardous waste or materials if:
 - a. Contractor knew of the existence of such hazardous materials or other materials at the time Contractor submitted its Bid; or
 - b. Contractor should have known of the existence of such hazardous material or other materials as a result of its having the responsibility to obtain additional or supplementary examinations, investigation, explorations, tests, studies, and data concerning the conditions at or contiguous to the Site prior to submitting its Bid; or
 - c. Contractor failed to give the written notice within the time required by paragraph 13.E.1 of this SECTION 00700.
6. If District determines that conditions involve hazardous materials or other materials and that a change in Contract Document terms is justified, District will issue either a Request for Proposal or Construction Change Directive under the procedures described in the Contract Documents. If District determines that conditions do not involve hazardous materials or other materials or that no change in Contract Document terms is justified, District will notify Contractor in writing, stating the reasons for its determination.
6. If District and Contractor are unable to agree on entitlement to or as to the amount or length of any adjustment in the Contract Sum or Contract Time required under this paragraph 13.E, Contractor shall proceed with the Work as directed by District and may make a claim as provided in Article 12 of this SECTION 00700.
7. In addition to the parties’ other rights under paragraph 13.E.5 of this SECTION 00700, if Contractor does not agree to resume Work based on a reasonable belief that it is unsafe, or does not agree to resume Work under special conditions, District may order the disputed portion of Work deleted from the Work, or performed by others, or District may invoke its right to

terminate Contractor's right to proceed under the Contract Documents in whole or in part, for convenience or for cause as the facts may warrant. If Contractor does not agree with District's determination of any adjustment in the Contract Sum or Contract Time as a result, Contractor may make a claim as provided in Article 12 of this SECTION 00700.

F. Suspension of Work

1. District may, without cause, order Contractor in writing to suspend, delay or interrupt Work in whole or in part for such period of time as District may determine. An adjustment shall be made for increases in cost of performance of Work of the Contract Documents caused by any such suspension, delay or interruption. No adjustment shall be made to extent that:
 - a. Performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible; or
 - b. An equitable adjustment is made or denied under any other provision of Contract Documents; or
 - c. The suspension of Work was the direct or indirect result of Contractor's failure to perform any of its obligations hereunder. Adjustments made in cost of performance may have a mutually agreed fixed or percentage fee; if the parties cannot agree, Contractor may file a claim under Article 12 of this SECTION 00700.

G. Termination of Contract for Cause

1. District may declare Contractor in default of Contract Documents and District may terminate Contractor's right to proceed under the Contract Documents for cause:
 - a. Should Contractor make an assignment for the benefit of creditors; admit in writing its inability to pay its debts as they become due; file a voluntary petition in bankruptcy; be adjudged a bankrupt or insolvent; be the subject of an involuntary petition in bankruptcy which is not dismissed within 60 Days; file a petition or answer seeking for itself any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation; file any answer admitting or not contesting the material allegations of a petition filed against Contractor in any such proceeding; or seek, consent to, or acquiesce in, the appointment of any trustee, receiver, custodian or liquidator of Contractor or of all or any substantial part of its properties or if Contractor, its directors or shareholders, take action to dissolve or liquidate Contractor; or
 - b. Should Contractor commit a material breach of the Contract Documents. If District declares Contractor in default due to material breach, however, District must allow Contractor an opportunity to cure such breach within ten Days of the date of notice from District to Contractor providing notice of the default; or, if such breach is curable but not curable within such ten-Day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Contractor to avail itself of a time

- period in excess of ten Days, Contractor must provide District within the ten-Day period with a written plan acceptable to District to cure said breach which includes, for example, evidence of necessary resources, Subcontractor commitments, schedules and recovery schedules meeting Contract Document requirements and showing a realistic and achievable plan to cure the breach. Contractor must then diligently commence and continue such cure according to the written plan); or
- c. Should Contractor violate or allow (by a Subcontractor or other person or entity for which Contractor is responsible) a violation of any valid law, statute, regulation, rule, ordinance, permit, license or order of any governmental agency applicable to the Project or Work and does not cure (or cause to be cured) such violation within ten Days of the date of the notice from District to Contractor demanding such cure; or, if such violation is curable but not curable within such ten-Day period, within such period of time as is reasonably necessary to accomplish such cure. (In order for Contractor to avail itself of a time period in excess of ten Days, Contractor shall provide District within the ten-Day period with a written plan to cure said violation acceptable to District, and then diligently commence and continue performance of such cure according to the written plan.)
2. If District at any time reasonably believes that Contractor is or may be in default under the Contract Documents of this SECTION 00700, District may in its sole discretion notify Contractor of this fact and request written assurances from Contractor of performance of Contract Documents and a written plan from Contractor to remedy any default under the terms of Contract Documents which District may advise Contractor of in writing. Contractor shall, within 10 Days of District's request, deliver a written cure plan which meets the requirements of the written plan deliverable under this SECTION 00700. Failure of Contractor to provide such written assurances of performance and the required written plan, within ten Days of request, will constitute a material breach of Contract Documents sufficient to justify termination for cause.
 3. In event of termination for cause, District will immediately serve written notice thereof upon Surety and Contractor. Surety shall have the rights and obligations set forth in SECTION 00610 (Construction Performance Bond). Subject to the Surety's rights under the Performance Bond (which rights are waived upon a default thereunder), District may take over the Work and prosecute it to completion by contract or by any other methods it may deem advisable.
 4. In the event of termination by District as provided in paragraph 1 of this SECTION 00700 for cause:
 - a. District will compensate Contractor for the value of the Work delivered to District upon termination as determined in accordance with the Contract Documents, subject to all rights of offset and back charges, and provided that Contractor provides District with updated as-builts and Project Record Documents showing the Work performed up to the date

- of termination. However, District will not compensate Contractor for its costs in terminating the Work or any cancellation charges owed to third parties.
- b. Contractor shall deliver to District possession of the Work in its then condition including, but not limited to, all designs, engineering, Project records, Project Record Documents, cost data of all types, Drawings and Specifications and contracts with vendors and Subcontractors, all other documentation associated with the Project, and all construction supplies and aids dedicated solely to performing the Work which, in the normal course of construction, would be consumed or only have salvage value at the end of the construction period. Contractor shall remain fully liable for the failure of any Work completed and materials and equipment provided through the date of such termination to comply with the provisions of the Contract Documents. The provisions of this paragraph 13.G.4 shall not be interpreted to diminish any right which District may have to claim and recover damages for any breach of Contract Documents or otherwise, but rather, Contractor shall compensate District for all loss, cost, damage, expense, and/or liability suffered by District as a result of such termination and failure to comply with Contract Documents.
 - c. District's rights under paragraph 13.G.4.b shall be specifically enforceable to the greatest extent permitted by law. District shall, to the extent applicable, have all other rights and remedies set forth in any Bidding Document.
5. District may terminate portions or parts of the Work for cause, provided these portions or parts (1) have separate geographic areas from parts or portions of the Work not terminated or (2) are limited to the work of one or more specific trades or Subcontractors. In such case, Contractor shall cooperate with a completing contractor as required under Article 6 of this SECTION 00700.
 6. In the event a termination for cause is later determined to have been made wrongfully or without cause, then the termination shall be treated as a termination for convenience, and Contractor shall have the recovery rights specified in paragraph 13.H. Any Contractor claim arising out of a termination for cause, however, shall be made in accordance with Article 12 of this SECTION 00700. No other loss cost, damage, expense or liability may be claimed, requested or recovered by Contractor.

H. Termination of Contract for Convenience

1. District may terminate performance of the Work under the Contract Documents in accordance with this clause in whole, or from time to time in part, whenever District shall determine that termination is in District's best interest. Termination shall be effected by District delivering to Contractor notice of termination specifying the extent to which performance of the Work under the Contract Documents is terminated and the effective date of the termination.

2. After receiving a notice of termination under paragraph 13.H.1 of this SECTION 00700, and except as otherwise directed by District, Contractor shall:
 - a. Stop Work under the Contract Documents on date and to extent specified in notice of termination;
 - b. Place no further orders or subcontracts for materials, services, or facilities except as necessary to complete portion of Work under the Contract Documents which is not terminated;
 - c. Terminate all orders and subcontracts to extent that they relate to performance of Work terminated by the notice of termination;
 - d. Assign to District in manner, at times, and to extent directed by District, all right, title, and interest of Contractor under orders and subcontracts so terminated. District shall have the right, in its sole discretion, to settle or pay any or all claims arising out of termination of orders and subcontracts;
 - e. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with approval or ratification of District to extent District may require. District's approval or ratification shall be final for purposes of this paragraph 13.H;
 - f. Transfer title to District, and deliver in the manner, at the times, and to the extent, if any, directed by District, all fabricated or unfabricated parts, Work in process, completed Work, supplies, and all other material produced as part of, or acquired in connection with performance of, Work terminated by the notice of termination, and completed or partially completed drawings, drawings, specifications, information, and other property which, if the Project had been completed, would have been required to be furnished to District;
 - g. Use its best efforts to sell, in manner, at times, to extent, and at price or prices that District directs or authorizes, any property of types referred to in paragraph 13.H.2.f of this SECTION 00700, but Contractor shall not be required to extend credit to any purchaser, and may acquire any such property under conditions prescribed and at price or prices approved by District. Proceeds of transfer or disposition shall be applied to reduce payments to be made by District to Contractor under the Contract Documents or shall otherwise be credited to the price or cost of Work covered by Contract Documents or paid in such other manner as District may direct;
 - h. Complete performance of the part of the Work which was not terminated by the notice of termination; and
 - i. Take such action as may be necessary, or as District may direct, to protect and preserve all property related to Contract Documents which is in Contractor's possession and in which District has or may acquire interest.
3. After receipt of a notice of termination under paragraph 13.H.1 of this SECTION 00700, Contractor shall submit to District its termination claim, in form and with all certifications required by Article 12 of this SECTION

00700. Contractor's termination claim shall be submitted promptly, but in no event later than 6 months from effective date of the termination. Contractor and District may agree upon the whole or part of the amount or amounts to be paid to Contractor because of a total or partial termination of Work under this paragraph H. If Contractor and District fail to agree on the whole amount to be paid to Contractor because of the termination of the Work under this paragraph H, District's total liability to Contractor by reason of the termination shall be the total (without duplication of any items) of:

- a. The reasonable cost to Contractor, without profit, for all Work performed prior to the effective date of the termination, including Work done to secure the Project for termination. Reasonable cost may not exceed the applicable percentage completion values derived from the progress schedule and the schedule of values. Deductions shall be made for cost of materials to be retained by Contractor, cost of Work defectively performed, amounts realized by sale of materials, and for other appropriate credits against cost of Work. Reasonable cost will include reasonable allowance for Project overhead and general administrative overhead not to exceed a total of ten percent of direct costs of such Work. When, in District's opinion, the cost of any item of Work is excessively high due to costs incurred to remedy or replace defective or rejected Work, reasonable cost to be allowed will be the estimated reasonable cost of performing the Work in compliance with requirements of Contract Documents and excessive actual cost shall be disallowed.
- b. A reasonable allowance for profit on cost of Work performed as determined under paragraph 13.H.3.a of this SECTION 00700, provided that Contractor establishes to District's satisfaction that Contractor would have made a profit had the Project been completed, and provided further that the profit allowed shall not exceed 5 percent of cost.
- c. Reasonable costs to Contractor of handling material returned to vendors, delivered to District or otherwise disposed of as directed by District.
- d. A reasonable allowance for Contractor's internal administrative costs in preparing termination claim.
- e. Except as provided in this paragraph 13.H.3 of this SECTION 00700, District shall not be liable for costs incurred by Contractor or Subcontractors after receipt of a notice of termination. Such non-recoverable costs include, but are not limited to, anticipated profits on Work not performed as of the date of termination, post-termination employee salaries, post-termination general administrative expenses, post-termination overhead or unabsorbed overhead, costs of preparing and submitting Contractor's Bid, attorney's fees of any type, and all costs relating to prosecution of claim or lawsuit.
- f. District shall have no obligation to pay Contractor under this paragraph H unless and until Contractor provides District with updated and acceptable as-builts and Project Record Documents for Work completed prior to termination.

4. In arriving at the amount due Contractor under this clause, there shall be deducted in whole (or in the appropriate part[s] if the termination is partial):
 - a. All unliquidated advances or other payments on account previously made to Contractor, including without limitation all payments applicable to the terminated portion of Contract Documents;
 - b. Any claim which District may have against Contractor in connection with Contract Documents; and
 - c. The agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by Contractor or sold under provisions of this paragraph H, and not otherwise recovered by or credited to District.

I. Contingent Assignment of Subcontracts

1. Contractor hereby assigns to District each Subcontract for a portion of the Work, provided that:
 - a. The assignment is effective only after District's termination of Contractor's right to proceed under the Contract Documents (or portion thereof relating to that Subcontract) pursuant to paragraphs G or H of this SECTION 00700.
 - b. The Assignment is effective only for the Subcontracts which District expressly accepts by notifying the Subcontractor in writing;
 - c. The assignment is subject to the prior rights, if any, of the Surety, obligated by SECTION 00610 (Construction Performance Bond) provided under the Contract Documents, where the Surety exercises its rights to complete the Contract;
 - d. After the effectiveness of an assignment, Contractor shall, at its sole cost and expense (except as otherwise provided in paragraphs G or H of this SECTION 00700), sign all instruments and take all actions reasonably requested by District to evidence and confirm the effectiveness of the assignment in District; and
 - e. Nothing in this paragraph I shall modify or limit any of Contractor's obligations to District arising from acts or omissions occurring before the effectiveness of any Subcontract assignment, including but not limited to all defense, indemnity and hold-harmless obligations arising from or related to the assigned Subcontract.

J. Remedies and Contract Integration

1. Subject to Contract Documents provisions regarding Contractor claims, claim review, and claim resolution, and subject to the limitations therein, the exclusive jurisdiction and venue for resolving all claims, counter-claims, disputes and other matters in question between District and Contractor arising out of or relating to Contract Documents, any breach thereof or the Project shall be the Superior Court of the State of California for the County of El Dorado. Both parties hereby waive their rights under California Code of Civil Procedure Section 394 to file a motion to transfer any action or proceeding arising out of the Contract Documents to another venue. All District remedies provided in the Contract Documents shall be taken and construed as cumulative and not exclusive; that is, in addition to each and

every other remedy herein provided; and in all instances District shall have any and all other equitable and legal rights and remedies which it would have according to law.

2. The Contract Documents, any Contract Modifications and Change Orders shall represent the entire and integrated agreement between District and Contractor regarding the subject matters hereof and thereof and shall constitute the exclusive statement of the terms of the parties' agreement. The Contract Documents, and any Contract Modifications and Change Orders, shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of the Contract Documents or written modifications. District and Contractor represent and agree that, except as otherwise expressly provided in the Contract Documents, they are entering into the Contract Documents and any subsequent written modification in sole reliance upon the information set forth or referenced in the Contract Documents or Contract Modifications and the parties are not and will not rely on any other information.
3. In any proceeding to enforce the Contract Documents, Contractor and District agree that the finder of fact shall receive detailed instructions on the meaning and operation of the Contract Documents, including their conditions, limitations of liability and remedies clauses, claims procedures and any other provisions impacting major defenses and theories of liability of the parties. Detailed findings of fact shall be requested, to verify Contract enforcement.
4. Either party's waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of the Contract Documents at any time shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof, any course of dealing or custom of the trade or oral representations notwithstanding.

K. Patents

Fees or claims for any patented invention, article or arrangement that may be used upon or in any manner connected with performance of the Work or any part thereof shall be included in the Bid price for doing the Work. Contractor shall defend, indemnify and hold harmless District and each of its officers, employees, consultants and agents, including, but not limited to, the Board, Engineer and each District representative, from all damages, claims for damages, costs or expenses in law or equity, including attorney's fees, arising from or relating to any claim that any article supplied or to be supplied under the Contract Documents infringes on the patent rights, copyright, royalties, trade name, trademark, service mark, trade secret or other intellectual property right of any person or persons or that the person or entity supplying the article does not have a lawful right to sell the same. Such costs or expenses for which Contractor agrees to indemnify and hold harmless the above indemnities include but are not limited to any and all license fees, whether such fees are agreed by any indemnitee or ordered by a court or administrative body of any competent jurisdiction.

L. Substitution for Patented and Specified Articles

Except as noted specifically in Specifications, whenever in Specifications, material or process is designated by patent or proprietary name or by name of manufacturer, such designation shall be deemed to be used for purpose of facilitating description of material and process desired, and shall be deemed to be followed by the words “or equal” and Contractor may offer any substitute material or process that Contractor considers equal in every respect to that so designated and if material or process offered by Contractor is, in opinion of District, equal in every respect to that so designated, its use will be approved. However, Contractor may utilize this right only by timely submitting SECTION 00660 (Substitution Request Form) as provided in SECTION 00200 (Instructions to Bidders). A substitution will be approved only if it is a true “equal” item in every aspect of its design and quality, including but not limited to its dimensions, weights, service requirements, durability, functioning, impact on contiguous construction elements, overall schedule and design.

M. Interest of Public Officers

No representative, officer, or employee of District, no member of the governing body of the locality in which the Project is situated, no member of the locality in which District was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project, during the tenure of the official or for one year thereafter, shall, as principal, agent, attorney or otherwise, be directly or indirectly interested, in the Contract Documents or the proceeds thereof.

N. Limit of Liability

DISTRICT, AND EACH OF ITS OFFICERS, BOARD MEMBERS, EMPLOYEES, CONSULTANTS AND AGENTS INCLUDING, BUT NOT LIMITED TO, ENGINEER AND EACH OTHER DISTRICT REPRESENTATIVE, SHALL HAVE NO LIABILITY TO CONTRACTOR FOR SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, EXCEPT TO THE LIMITED EXTENT THAT THESE CONTRACT DOCUMENTS OR APPLICABLE PUBLIC CONTRACTING STATUTES MAY SPECIFY THEIR RECOVERY.

O. Severability

Any provisions or portions thereof of Contract Documents that are prohibited by, unlawful, or unenforceable under any applicable law of any jurisdiction shall as to such jurisdiction be ineffective without affecting other provisions or portions thereof in the Contract Documents.

14. MODIFICATIONS OF CONTRACT DOCUMENTS

A. Alterations, Modifications and Force Account Work

1. No modification or deviation from the Drawings and Specifications will be permitted except by written Contract Modification.
2. District may, without notice to the sureties, make alterations, deviations, additions to, or deletions from Contract Documents; increase or decrease the quantity of any item or portion of the Work; expand, contract or otherwise change the Contract Time; delete any item or portion of the Work; and require extra Work. Contractor shall perform such Work under

- applicable provisions of the Contract Documents, unless specifically provided otherwise at the time the change is ordered. In the case of any ordered extra Work, Owner reserves the right to furnish all or portions of associated labor, material, and equipment, which Contractor shall accept and use without payment for costs, markup, profit, or otherwise for such District-furnished labor, materials, and equipment.
3. District may make changes to the Work during the course of construction to bring the Work into compliance with environmental requirements or standards established by state and federal statutes and regulations enacted after the Contract has been awarded. Contractor shall be compensated for changes affecting the Contract Time or Contract Sum of the Work as set forth in this Article 14.
 4. Changes affecting the Contract Time or Contract Sum of the Work shall be set forth in a written Change Order that shall specify:
 - a. The Work performed in connection with the change to be made;
 - b. The amount of the adjustment of the Contract Sum, if any, and the basis for compensation for the Work ordered; and
 - c. The extent of the adjustment in the Contract Time, if any.
 5. A Change Order will become effective when signed by District. If District exercises its right to decide disputed issues pertaining to changed Work as set forth in Articles 12 and 14 of this SECTION 00700, then the resulting Change Order shall be effective when signed by District, notwithstanding that Contractor has not signed it.
 6. Changes not affecting the Contract Time or Contract Sum of the Work, in District's discretion, may be set forth in a written RFI-Reply executed by District. Execution of such an RFI-Reply constitutes Contractor's agreement to make the specified change without change to the Contract Sum or the Contract Time.
 7. Changes or deviations from Contract Documents affecting the Contract Time or Contract Sum of the Work shall not be made without the authority of an effective Change Order or Construction Change Directive, except in cases of emergency discussed in Article 16 of this SECTION 00700.
 8. If changes ordered in design, workmanship or materials are of such a nature as to increase or decrease the cost of any part of the Work, the price fixed in the Contract Documents shall be increased or decreased by the amount that Contractor and District may agree upon as a reasonable and proper allowance for the cost increase or decrease. If an agreement cannot be reached, then District will reach a determination, which shall be final, subject to Contractor's rights under Article 12 of this SECTION 00700. In all cases Contractor shall perform the changed Work as directed by District subject to Contractor's rights under Article 12 of this SECTION 00700.
 9. Contractor shall, upon District's request, permit inspection of the original unaltered Bid estimate, subcontract agreements, purchase orders relating to the change, and documents substantiating all costs associated with its cost proposal or claims arising from changes in the Work.

10. Changes in the Work made pursuant to this Article 14 and extensions of Contract Time necessary by reason thereof shall not in any way release the guaranties and warranties given by Contractor pursuant to provisions of the Contract Documents, nor shall such changes in the Work relieve or release the Sureties of bonds executed pursuant to said provisions. The Sureties, in executing such bonds, shall be deemed to have expressly agreed to any such change in the Work and to any extension of time made by reason thereof.
11. Regarding delay and impact costs of any nature, Contractor may not seek delay compensation for on-Site or off-Site costs based on formulas, e.g., "Eichlay" or other formula. Rather, Contractor shall prove actual costs resulting from such delays. If Contractor requests compensation for delay to the construction, then Contractor shall prove and document actual costs plus markup in order to request, claim or prove compensation for delay.
12. Change Orders in excess of District's approved limit must be approved by the District's Board of Directors and a performance bond rider covering the changed Work executed before proceeding with the changed Work. Contractor is charged with knowledge of District's approved Change Order limits and procedures in effect at the applicable time.

15.TIME ALLOWANCES

B. Time Allowances for Performance Of Contract Documents

1. When Contractor and District have signed the Contract Documents, District will serve a Notice to Proceed upon Contractor to that effect, either by depositing notice in a post office or post office box regularly maintained by United States Postal Service in a pre-paid wrapper directed to Contractor at legal address or (at District's option) by delivery by other means authorized for notices under the Contract documents at legal address.
2. The start date for Contract Time shall be on the date indicated in the applicable Notice to Proceed. If no date is indicated, the start date for Contract Time shall be the fifth Day from the date that Contractor receives, by hand or overnight delivery or facsimile transmission, District's written Notice to Proceed, unless the Notice to Proceed is served by mail only, in which case the start date for Contract Time shall be the fifth Day following the mailing date. The total number of Days for completion of the Work under the Contract Documents shall be as provided in SECTION 00520 (Agreement).

C. Entitlement to Change of Contract Time

1. The Contract Time may only be changed by Change Order or by Contract Modification, and all time limits stated in the Contract Documents are of the essence of Contract Documents.
2. The Contract Time will be adjusted in an amount equal to the time lost due to:
 - a. Changes in the Work ordered by District;
 - b. Acts or neglect by District, Engineer, any District representative, utility owners or other contractors performing other work, provided that

- Contractor has fully and completely performed its responsibilities under the Contract Documents; or
- c. Fires, floods, epidemics, abnormal weather conditions beyond the parameters otherwise set forth in this paragraph 15.B, earthquakes, civil or labor disturbances, strikes or acts of God, provided damages resulting therefrom are not the result of Contractor's failure to protect the Work as required by Contract Documents.
3. The Contract Time shall not be extended for any cause identified in paragraph 15.B.2 above, however, unless:
 - a. Contractor actually has been prevented from completing any part of the Work within the Contract Time due to delay that is beyond Contractor's control and due to reasons for which Contractor is not responsible (delays attributable to and within the control of a Subcontractor, or its subcontractors, or supplier shall be deemed to be delays within the control of Contractor); and
 - b. A claim for delay is made as provided herein.
 4. Where Contractor is prevented from completing any part of the Work within the Contract Time due to delay beyond the control of both District and Contractor (including, but not limited to, adverse weather of all types and acts of other contractors or utilities), an extension of Contract Time, in an amount equal to the time lost due to such delay (without compensation), shall be Contractor's sole and exclusive remedy for such delay.
 5. Delays due to abnormal or adverse weather conditions will not be allowed for weather conditions that fall within the parameters listed or referenced in this paragraph 15.B.5. Adverse weather delays may be allowed only if the number of workdays of adverse weather exceeds these parameters on a monthly basis and Contractor proves that adverse weather actually caused delays. Contractor shall give written notice of intent to claim an adverse weather day within one Day of the adverse weather day occurring. See SECTION 00800 (Supplementary General Conditions) for precipitation parameters.
 6. Contractor shall include the foregoing precipitation parameters as a monthly activity in its progress schedule. As Work on the critical path is affected by precipitation, Contractor shall notify District and request that the days be moved to the affected activities. Any adverse weather days remaining shall be considered Project float.
 7. Adverse weather delay for precipitation shall be recognized for the actual period of time Contractor proves it was delayed by precipitation exceeding the specified parameters. For example, and not by way of limitation, if precipitation exceeding the specified parameters does not in fact delay Contractor's progress on the critical path, then no time extension shall be recognized; and conversely, if Contractor proves to District's satisfaction that precipitation exceeding the specified parameters causes delay to Contractor for a period longer than the number of precipitation days incurred (e.g., if it rains or snows during grading work), then Contractor shall be entitled to a time extension equal to the actual period of such delay.

8. Contractor shall take reasonable steps to mitigate potential weather delays, such as dewatering the Site, and covering Work and material that could be affected adversely by weather. Failure to do so shall be cause for District to not grant a time extension due to adverse weather, where Contractor could have avoided or mitigated the potential delay by exercising reasonable care.

D. Notice of Delay

Within seven Days of the beginning of any delay, Contractor shall notify District in writing, by submitting a notice of potential claim, of all anticipated delays resulting from the delay event in question. Any request for extension of time shall be accompanied by Contractor's written statement that the adjustment claimed is the entire adjustment to which the claimant is entitled as a result of the occurrence of said event, and shall include a written schedule document that demonstrates delay to the critical path using a Time Impact Evaluation. District will determine all claims and adjustments in the Contract Time. No claim for an adjustment in the Contract Time will be valid and such claim will be waived if not submitted in accordance with the requirements of this paragraph 15.C.

E. Time Extensions and/or Damages Entitlements for Delays

1. Contractor may receive a time extension and be compensated for delays caused directly and solely by District.
2. Contractor may receive a time extension without compensation for delays resulting in whole or in part from causes beyond the reasonable control of Contractor and District, e.g. adverse weather conditions exceeding Contract Documents parameters, earthquakes, Acts of God and epidemics. In such cases, a time extension without compensation shall constitute Contractor's sole and exclusive remedy for such delays.
3. Contractor shall not be entitled to any time extension or compensation including, but not limited to, extended field or home office overhead, field supervision, costs of capital, interest, escalation charges, acceleration costs or other impacts for any delays caused in whole or in part by Contractor's failure to perform its obligations under the Contract Documents, or during periods of delay concurrently caused by Contractor and either District or others.
4. Contractor shall not be entitled to damages for delay to the Work caused by the following reasons:
 - a. District's right to sequence the Work in a manner which would avoid disruption to District's tenants and their contractors or other prime contractors and their respective subcontractors, exercised as a result of Contractor's failure to perform its cooperation and coordination responsibilities required by Contract Documents; District's enforcement of any government act or regulation; or the provisions of the Contract Documents;
 - b. For changed Site conditions that are beyond the parties' contemplation, except that District may approve direct costs associated with unknown

conditions (but not costs or damages which result from such delays); and

- c. Extensive requests for clarifications to Contract Documents or Contract Modifications thereto, provided such clarifications or Contract Modifications are processed by District or its consultants in a reasonable time commensurate with Contract Documents requirements.

F. Liquidated Delay Damages And Other Consequential Damages

1. Time is of the essence. Execution of Contract Documents by Contractor shall constitute acknowledgement by Contractor that Contractor understands, has ascertained and agrees that District will actually sustain damages in the amount fixed in the Contract Documents for each and every Day during which completion of Work required is delayed beyond expiration of time fixed for completion or extensions of time allowed pursuant to provisions hereof. Contractor and District agree that specified measures of liquidated damages shall be presumed to be the delay damages actually sustained by District as defined below, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual delay damages.
2. Liquidated damages shall be considered not as a penalty but as agreed monetary damage sustained by District because Contractor failed to perform and complete Work within time fixed for completion or extensions of time allowed pursuant to provisions hereof. Liquidated damages for delay shall not be deemed to include within their scope additional damages or administrative costs arising from causes other than delay in the completion of Work, such as damages incurred from Defective Work, claims and fines of regulatory agencies, etc. Contractor shall be fully responsible for the actual amount of any such consequential non-delay damages it causes, in addition to being responsible for the liquidated delay damages otherwise due District.
3. District may deduct from any money due or to become due to Contractor subsequent to time for completion of entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing then-accrued liquidated damages. Should Contractor fall behind the approved Progress Schedule, District may deduct liquidated damages based on its estimated period of late completion. District need not wait until Final Completion to withhold liquidated damages from Contractor's progress payments. Should money due or to become due to Contractor be insufficient to cover aggregate liquidated damages due, then Contractor forthwith shall pay the remainder of the assessed liquidated damages to District.

16. WORKING CONDITIONS AND PREVAILING WAGES

3. Use of Site/Sanitary Rules

1. All portions of the Work shall be maintained at all times in neat, clean and sanitary condition. Contractor shall furnish toilets for use of Contractor's and Subcontractors' employees on the Site where needed, and their use

shall be strictly enforced. All toilets shall be properly secluded from public observation, and shall be located, constructed and maintained subject to District's approval.

2. Contractor shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Site and land areas identified in and permitted by Contract Documents and other land and areas permitted by applicable laws and regulations, rights of way, permits and easements or as designated by District, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, any improvement located thereon, or to the owner or occupant thereof resulting from the performance of Work.
3. During the progress of the Work, Contractor shall keep the Site and the Project free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the Site as well as all tools, appliances, construction equipment and machinery and surplus materials. Contractor shall leave the premises clean and ready for occupancy by District at Substantial Completion of Work. Contractor shall restore to original condition all property not designated for alteration by Contract Documents.
4. Contractor shall not load nor permit any part of any structure or pavement to be loaded in any manner that will endanger the structure or pavement, nor shall Contractor subject any part of Work or adjacent property to stresses or pressures that will endanger it. Contractor shall conduct all necessary existing conditions investigation regarding structural, mechanical, electrical or any other system existing, shall perform Work consistent with such existing conditions, and shall have full responsibility for insufficiencies or damage resulting from insufficiencies of existing systems, equipment or structures to accommodate performing the Work.

4. Protection of Work, Persons, Property And Operations

1. Contractor shall be responsible for initiating, maintaining, coordinating with the District as required, and supervising all safety precautions and programs in connection with Work. Contractor shall comply with all safety requirements specified in the contract documents and any safety program submitted and reviewed by District, or required by state, federal or local laws and ordinances. Contractor shall be responsible for all damage to Work, property or structures, all injuries to persons, and all damage and interruptions to District's operations, arising from the performance of Work of the Contract Documents. Except as otherwise expressly approved by District in writing, Contractor shall at all times perform all Work in a manner which does not interrupt, damage or otherwise adversely impact any facilities, operations, or real or personal property of District, its officers, employees, agents, invitees, licensees, lessees or contractors.
2. Contractor shall comply with all applicable laws and regulations of any public body having jurisdiction for safety of persons or property or to protect

them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property.

3. Contractor shall remedy all damage, injury, loss or interruption to any property or operations referred to in paragraph H.c.4.1 of this SECTION 00700, caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, supplier, or any other person or organization directly or indirectly employed by any of them to perform or furnish any Work or anyone for whose acts any of them may be liable. Contractor's duties and responsibility for safety and for protection of Work shall continue until such time as all the Work is completed and Final Acceptance of the Work. District and its agents do not assume any responsibility for collecting any indemnity from any person or persons causing damage to Contractor's Work.
4. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be accident prevention and the implementing, maintaining and supervising of safety precautions and programs.
5. District may, at its option, retain such moneys due under the Contract Documents as District deems necessary until any and all suits or claims against Contractor for injury to persons, property or operations shall be settled and District receives satisfactory evidence to that effect.

5. Responsibility for Safety and Health

1. Contractor shall ensure that its and each tier of Subcontractors' employees, agents, and invitees comply with applicable health and safety laws while at the Site. These laws include, but are not limited to, the California Labor Code Sections 6400-6413.5 and California Code of Regulation, Title 8, Div. 1, Chapter 4.
2. Contractor shall be fully responsible for the safety of its and its Subcontractors' employees, agents and invitees on the Site. Contractor shall notify District, in writing, of the existence of hazardous conditions, property or equipment at the Site that are not under Contractor's control. Contractor shall be responsible for taking all the necessary precautions against injury to persons or damage to the property of Contractor, Subcontractors or persons from reasonably anticipated and recognized hazards until the responsible party corrects the hazard.
3. Contractor shall confine all persons acting on its or its Subcontractors' behalf to that portion of the Site where Work under the Contract Documents is to be performed: District designated routes for ingress and egress thereto and any other District designated area. Except those routes for ingress and egress over which Contractor has no right of control, within such areas, Contractor shall provide safe means of access to all places at which persons may at any time have occasion to be present.

6. Emergencies

In emergencies affecting the safety or protection of persons or Work or property at the Site or adjacent thereto, Contractor, without special instruction or authorization from District, is obligated to act to prevent threat and damage, injury or loss, until directed otherwise by District. Contractor shall give District prompt written notice if Contractor believes that any significant changes in Work or variations from Contract Documents have been caused thereby. If District determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Change Order or Construction Change Directive will be issued to document the consequences of such action.

7. Use of Roadways And Walkways

Contractor shall not unnecessarily interfere with use of any roadway, walkway or other facility for vehicular or pedestrian traffic. Before beginning any interference and only with District's prior concurrence, Contractor may provide detour or temporary bridge for traffic to pass around or over the interference, which Contractor shall maintain in satisfactory condition as long as interference continues. Unless otherwise provided in the Contract Documents, Contractor shall bear the cost of these temporary facilities.

8. Nondiscrimination

No person or entity shall discriminate in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sexual preference, or gender of such persons, except as provided in Section 12940 of the Government Code. Every contractor for public works violating the provisions of Section 1735 of the Labor Code is subject to all the penalties imposed for a violation of Chapter 1, Part 7, Division 2 of the Labor Code.

9. Prevailing Wages

1. Contractor shall pay to persons performing labor in and about Work provided for in the Contract Documents an amount equal to or more than the general prevailing rate of per diem wages for (1) work of a similar character in the locality in which the Work is performed and (2) legal holiday and overtime work in said locality. The per diem wages shall be an amount equal to or more than the stipulated rates contained in a schedule that has been ascertained and determined by the Director of the State Department of Industrial Relations and District to be the general prevailing rate of per diem wages for each craft or type of workman or mechanic needed to execute this Contract. Contractor shall also cause a copy of this determination of the prevailing rate of per diem wages to be posted at each Site.
2. Contractor shall forfeit, as a penalty to District, Fifty Dollars (\$50.00) for each laborer, workman, or mechanic employed in performing labor in and about the Work provided for in the Contract Documents for each Day, or portion thereof, that such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under the Contract Documents by him or her or by any Subcontractor under him or her, in violation of

Articles 1 and 2 of Chapter 1 of Part 7 of Division II of the California Labor Code. The sums and amounts which shall be forfeited pursuant to this paragraph and the terms of the Labor Code shall be withheld and retained from payments due to Contractor under the Contract Documents, pursuant to this SECTION 00700 and the Labor Code, but no sum shall be so withheld, retained or forfeited except from the final payment without a full investigation by either the State Department of Industrial Relations or by District. The Labor Commissioner pursuant to Labor Code Section 1775 shall determine the final amount of forfeiture.

3. Contractor shall insert in every subcontract or other arrangement which Contractor may make for performance of work or labor on Work provided for in the Contract, provision that Subcontractor shall pay persons performing labor or rendering service under subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code.
4. Contractor stipulates that it shall comply with all applicable wage and hour laws, including without limitation Labor Code Section 1813.

H. Environmental Controls

Contractor shall comply with all rules, regulations, ordinances, and statutes that apply to any work performed under the Contract Documents including, without limitation, any toxic, water and soil pollution controls and air pollution controls specified in Government Code, Section 11017. Contractor shall be responsible for insuring that Contractor's employees, Subcontractors and the public are protected from exposure to airborne hazards or contaminated water, soil or other toxic materials used during or generated by activities on the Site or associated with the Project.

I. Cal-OSHA Permits

Contractor shall submit to District a detailed plan showing the shoring, bracing and sloping design and other provisions to be made for worker protection from the hazard of caving ground during the excavation as required by Section 01340 (Safety Submittals)The Contractor shall comply with Labor Code Section 6500, and shall obtain, as applicable, all required permits. for the following:

1. Construction of trenches or excavations that are five feet or more in depth and into which a person is required to descend.
2. Construction or demolition of any building, structure, or scaffolding for falsework more than three stories high, or the equivalent height (36 feet).
3. The underground use of diesel engines in mines or tunnels.

END OF SECTION

SECTION 00821

INSURANCE

- A. At or before the date specified in SECTION 00200 (Instructions to Bidders), Contractor shall furnish to District satisfactory proof that Contractor has in force continuously for the entire period covered by the Contract the following classes of insurance in the form and with limits specified below:
1. Comprehensive or Commercial General Liability Insurance covering claims for personal injury, bodily injury and property damage arising out of the Work and in a form providing coverage not less than that of a standard Commercial General Liability Insurance policy ("Occurrence Form"). Such insurance shall provide for all operations and include independent contractors, products liability, completed operations for one year after Final Completion of the last Phase to be completed and acceptance of the final payment for the Work, contractual liability, and coverage for explosion, collapse and underground hazards. The limits of such insurance shall not be coverage of less than \$1,000,000 each occurrence, \$2,000,000 general aggregate limit, and \$2,000,000 aggregate for products and completed operations. The policies shall be endorsed to provide Broad Form Property Damage Coverage.
 2. Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired vehicles. Such insurance shall provide coverage not less than the standard Comprehensive Automobile Liability policy with limits not less than \$1,000,000 each person Bodily Injury, \$1,000,000 each occurrence Bodily Injury and \$1,000,000 each occurrence Property Damage (or \$1,000,000 combined single limit, each accident).
 3. All-Risk Course of Construction Insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, collapse, debris removal, demolition occasioned by enforcement of Laws, water damage, flood, and damage caused by frost and freezing, in the amount of 100 percent of the completed value of the Work to be performed under this Contract. Each loss shall be borne by Contractor.
 4. Workers' Compensation and Employer's Liability Insurance for all persons whom the Contractor may employ in carrying out Work contemplated under Contract Documents, in accordance with California Labor Code section 3200 et seq. in the statutory amount.
- B. Regardless of these contract minimum insurance requirements, the contractor and its insurer shall agree to commit the contractor's full policy limits and these minimum requirements shall not restrict the contractor's liability or coverage limit obligations.
- C. All policies of insurance shall be placed with insurers acceptable to District. The insurance underwriter(s) must be duly licensed and admitted to do business in the State of California and (other than for workers' compensation insurance provided by the State Compensation Insurance Fund) must have an A. M. Best Company rating of A-, VII or better.

- D. The District retains the right to increase insurance requirements when additional risk exposures are evident. Contractor shall increase the required insurance amounts contained herein upon direction by District.
- E. Required Endorsements: The policies required under paragraphs A.1, A.2, A.3 and A.4 of this SECTION 00821 shall be endorsed, in a form and manner acceptable to District, as follows:
 - 1. Name El Dorado Irrigation District, its Board of Directors, and their employees, representatives, consultants (including without limitation Engineer), and agents, as additional insureds, but only with respect to liability arising out of the activities of the named insured.
 - 2. Name El Dorado Irrigation District as Loss Payee as its interests may appear with respect to the All-Risk Course of Construction insurance.
 - 3. Each such policy shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limit of the insurance company's liability required under paragraphs A.1, A.2 and A.4 of this SECTION 00821.
 - 4. Insurance shall be primary and no other insurance or self-insured retention carried or held by District shall be called upon to contribute to a loss covered by insurance for the named insured.
 - 5. Workers' Compensation and Employer's Liability insurance shall contain a provision requiring the insurance carrier to waive its rights of subrogation against District and all additional insureds, as well as other insurance carriers for the Work.
- F. Declarations Pages Required. Contractor or its insurance broker shall submit a copy of the Declarations page for each policy under Sections A.1 and A.2 above. The page shall include the name of the carrier, the policy number, the types of coverage and limits, the effective dates of the policy, and the broker's name and license number.
- G. Certificates of insurance and endorsements shall have clearly typed thereon District Contract Number and title of Contract Documents. Written notice of cancellation, non-renewal, or reduction in coverage of any policy shall be mailed to District (Attention: Risk Analyst) at the address listed in SECTION 00520 (Agreement), 30 Days in advance of the effective date of the cancellation, non-renewal, or reduction in coverage. Contractor shall maintain insurance in full force and effect during entire period of performance of Contract Documents. Contractor shall keep insurance in force during warranty and guarantee periods, except that Contractor may discontinue All-Risk Course of Construction Insurance after Final Payment. At time of making application for extension of time, and during all periods exceeding the Contract Time resulting from any cause, Contractor shall submit evidence that insurance policies will be in effect during requested additional period of time. Upon District's request, Contractor shall submit to District, within 30 Days, copies of the actual insurance policies or renewals or replacements.
- H. Contractor shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If Contractor fails to maintain insurance, District may take out comparable insurance, and deduct and retain amount of premium from any sums due Contractor under Contract Documents.
- I. Unless otherwise covered by insurance, if injury occurs to any employee of Contractor, Subcontractor or sub-subcontractor for which the employee, or the employee's dependents in the event of employee's death, is entitled to compensation from District

under provisions of the Workers' Compensation Insurance and Safety Act, as amended, or for which compensation of any kind is claimed from District, District may retain out of sums due Contractor under Contract Documents, amount sufficient to cover such compensation, as fixed by the Act, as amended, until such compensation is paid, or until it is determined that no compensation is due. If District is compelled to pay such compensation, District may, in its discretion, either deduct and retain from the Contract Sum the amount so paid, or require Contractor to reimburse District.

- J. Nothing in this SECTION 00821 shall be construed as limiting in any way the extent to which Contractor or any Subcontractor may be held responsible for payment of damages resulting from their operations.
- K. Except that Subcontractors need obtain only \$1,000,000 of Comprehensive General Liability insurance, all Subcontractors shall maintain the same insurance required to be maintained by Contractor with respect to their portions of the Work, and Contractor shall cause the Subcontractors to furnish proof thereof to District within ten Days of District's request.
- L. The following provisions apply to any licensed professional engaged by Contractor to perform portions of the Work ("Professional"). Each Professional shall maintain the following insurance at its sole cost and expense:
 - a. *Provided such insurance is customarily required by District when professionals engaged in the profession practiced by Professional directly contract with District, Professional Liability Insurance, insuring against professional errors and omissions arising from Professional's work on the Project, in an amount not less than \$1,000,000 combined single limit for each occurrence. If Professional cannot provide an occurrence policy, Professional shall provide insurance covering claims made as a result of performance of Work on this Project and shall maintain such insurance in effect for not less than three years following Final Completion of the Project.*
 - b. All insurance required by paragraphs A.1, A.2 and A.4 of this SECTION 00821. Professional shall satisfy all other provisions of paragraphs A, B, C, D, E, F, G, H and I of this SECTION 00821 relating to that insurance, including without limitation providing required insurance certificates (containing the required endorsements) and declarations pages before commencing its Work on the Project.

END OF SECTION

SECTION 00822

APPRENTICESHIP PROGRAM

Contractor and Subcontractors shall comply with the requirements of California Labor Code Sections 1776, 1777.5, and 1777.6 concerning the employment of apprentices by Contractor or Subcontractors. Willful failure to comply may result in penalties, including loss of the right to Bid on or receive public works contracts.

Section 1777.5, as amended, requires a Contractor or Subcontractor employing tradespersons in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of a public works project and which administers the apprenticeship program in that trade for a certification of approval. The certificate shall also fix the ratio of apprentices to journeypersons that will be used in performance of the Contract. The ratio of work performed by apprentices to journeypersons in such cases shall not be less than one hour of apprentices work for every five hours of labor performed by journeypersons (the minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeypersons), except:

- A. When unemployment for the previous three-month period in the area exceeds an average of 15 percent;
- B. When the number of apprentices in training in the area exceeds a ratio of one to five;
- C. When a trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state-wide or locally; or
- D. Assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyperson.

Contractor is required to make contributions to funds established for administration of apprenticeship programs if Contractor employs registered apprentices or journeypersons in any apprenticeable trade on such contracts and if other contractors on the public works site are making such contributions.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of the California Department of Industrial Relations, or from the Division of Apprenticeship Standards and its branch offices.

END OF SECTION

01340 - SAFETY REQUISITES

The District's service provider shall be responsible for the effective management, preparation, and coordination associated with the following health and safety program and work practice elements as identified and referenced herein.

Service provider shall follow Federal, State, and local regulatory requirements, and in addition is advised to maintain responsibility for the following safety programs and safe work practices in accordance with Title 8 of the California Code of Regulations and District requirements and elements listed as follows (Item 1 is required by all service providers).

- 1. Injury and Illness Prevention Program (§3203 et seq.)
 - a. Maintain Cal-OSHA compliant written safety programs.
 - b. Control health and safety hazards anticipated in performing the work.
 - c. Ensure measures are taken to reduce those hazards and to protect employees, other employer employees, and the public.
 - d. Maintain procedures for identifying and reporting identified hazards
 - e. Provide necessary safety and hazard control training.
 - f. Conduct periodic safety inspections to identify unsafe conditions.

- 2. Hazard Communication Program (§5194 et seq.)
 - a. Establish methods to provide affected District staff, and other employers access to SDS's, and provide coordination on protective measures.
 - b. Ensure employees are trained to know the location of material safety data sheets.
 - c. Require respiratory protection and other personal protective equipment as indicated in a SDS.
 - d. Ensure Safety Data Sheets (SDS's) are readily available to employees, other employer employees.
 - e. Ensure product containers containing hazardous chemicals are properly labeled.

- 3. Heat Illness Prevention Program (§3395 et seq.)
 - a. Provide shade at temperatures exceeding 85 degrees Fahrenheit accommodating 25% of employees.
 - b. Implement a high-heat procedure at temperatures exceeding 95 degrees Fahrenheit.
 - c. Require supervisor and employee training.

- 4. Electrical Safety Program (§§2299– 2589) and National Fire Protection Association 70E
 - a. Designate and authorize Qualified Person(s) to perform work on or near exposed energized parts greater than 50 volts.
 - b. Implement procedures for establishing and working in the Limited Approach Boundary.

- c. Require an energized electrical work permitting procedure including notification requirement of the District management prior to all energized electrical work.
5. Lock-out/Tag-out/Block-out Program (§§ 2320.4-5, 3314 et seq.)
- a. Coordination and pre-planning with District management is required.
 - b. Designate and authorize Authorized Employee(s) with responsibilities for preparation, notification, sequence, and restoration of lockout/tagout processes.
 - c. Preplan and coordinate to ensure safe and effective lockout/tagout processes.
 - d. Document equipment/process-specific energy control procedure for to all shutdowns, isolations, blockings and securing of equipment or processes.
 - e. Require the use of suitable padlocks, devices, and tags by all Authorized Employees.
 - f.
9. Ladders (§3276 et seq.)
- a. Maintain ladders in good condition at all times.
 - b. Require the inspection of ladders for visible defects frequently and after any occurrence that could affect their safe use.
 - c. When it is not practical for an employee to work with the body near the middle of the step or rung, a personal fall protection system shall be required to secure the ladder to a top support.
 - d. Require users to face the ladder and maintain contact with the ladder at three-points at all times when ascending or descending a ladder.
 - e. Prohibit users from standing and working on the top 3 rungs of a single or extension ladder unless there are members of the structure that provide a firm handhold or protection is provided by a personal fall protection system.
11. Emergency Medical Services (§§ [1512](#), [3400](#), [2320.10](#))
- a. Make available compliant first aid supplies inspected at least once annually to ensure expended items are replaced.
 - b. Make available timely emergency services and prompt transportation.
 - c. Make available a suitable number of first aid and CPR trained individuals on-site to provide 4-minute response.

END OF DOCUMENT

DIVISION 1 GENERAL REQUIREMENTS

SECTION 01420

REFERENCES AND DEFINITIONS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes: Reference standards, abbreviations, symbols, and definitions used in Contract Documents.
- B. Full titles are given in this Section for standards cited in other Sections of Specifications.
- C. Material and workmanship specified by reference to number, symbol, or title of specific standard such as state standard, commercial standard, federal specifications, technical society, or trade association standard, or other similar standard, shall comply with requirements of standards except when more rigid requirements are specified or required by applicable codes.
- D. Standards referred to, except as modified herein, shall have full force and effect as though printed in the Contract Documents. Standards are not furnished to Contractor because manufacturers and trades involved are assumed to be familiar with their requirements.

1.2 REFERENCE TO STANDARDS AND SPECIFICATIONS OF TECHNICAL SOCIETIES; REPORTING AND RESOLVING DISCREPANCIES

- A. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code, or laws or regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated in the Contract Documents.
- B. If during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any such law or regulation applicable to the performance of the Work or of any such standard, specification, manual, or code or of any instruction of any supplier, Contractor shall report it in writing at once to District's Representative and Engineer, and Contractor shall not proceed with the Work affected thereby until consent to do so is given by District.
- C. Except as otherwise specifically stated in the Contract Documents or as may be provided by Change Order, CCD, or Supplemental Instruction, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

1. The provisions of any such standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or
 2. The provisions of any such 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).
- D. No provision of any such standard, specification, manual, code, or instruction shall be effective to change the duties and responsibilities of District, District's Representative, Engineer or Contractor, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents, nor shall it be effective to assign to District, Engineer, or any of their consultants, agents, representatives or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.
- E. Comply with the applicable portions of standards and specifications published by the technical societies, institutions, associations, and governmental agencies referred to in Specifications.
1. Comply with referenced standards and specifications; latest revision in effect at the time of opening of Bids, unless otherwise identified by date.
 - a. Exception: Comply with issues in effect as listed in governing legal requirements.
- F. Referenced Grades, Classes, and Types: Where an alternative or optional grade, class, or type of product or execution is included in a reference but is not identified in Drawings or in Specifications, provide the highest, best, and greatest of the alternatives or options for the intended use and prevailing conditions.
- G. Jobsite Copies:
1. Obtain and maintain at the Site copies of reference standards identified on Drawings and in Specifications in order to properly execute the Work.
 2. At a minimum, the following shall be readily available at the Site:
 - a. Safety Codes: State of California, Division of Industrial Safety regulations.
- H. Edition Date of References:
1. When an edition or effective date of a reference is not given, it shall be understood to be the current edition or latest revision published as of the date of opening Bids.
 2. All amendments, changes, errata and supplements as of the effective date shall be included.
- I. ASTM and ANSI References: Specifications and Standards of the American Society for Testing and Materials (ASTM) and the American National Standards Institute (ANSI) are identified in the Drawings and Specifications by abbreviation and number only and may not be further identified by title, date, revision, or amendment. It is presumed that Contractor is familiar with and has

access to these nationally- and industry-recognized specifications and standards.

1.3 ABBREVIATIONS

A. Listed hereinafter are the various organizations or references which may appear in the Contract Documents, along with their respective acronyms and/or abbreviations:

AA	Aluminum Association
AABC	Associated Air Balance Council
AAMA	Architectural Aluminum Manufacturers Association
AAP	Affirmative Action Program
AASHTO	American Association of State Highway and Transportation Officials
ABMA	American Boiler Manufacturers Association
ABPA	American Board Products Association
ACI	American Concrete Institute
AED	Association of Equipment Distributors
AGA	American Gas Association
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AMCA	Air Moving and Conditioning Association, Inc.
ANSI	American National Standards Institute (formerly American Standards Association)
APA	American Plywood Association
ARI	Air-Conditioning and Refrigeration Institute
ASHRAE	American Society of Heating, Refrigeration, and Air-Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWCI	Association of the Wall and Ceiling Industries
AWPA	American Wood- Preservers Association
AWPB	American Wood Preservers Bureau
AWS	American Welding Society
AWWA	American Water Works Association
BIL	Basic Insulation Level
Cal/OSHA	California Occupational Safety and Health Administration
Caltrans	State of California, Department of Transportation
CBC	California Building Code
CCD	Construction Change Directive
CCR	California Code of Regulations
CEC	California Electric Code
CFR	Code of Federal Regulations
CISPI	Cast Iron Soil Pipe Institute
CLMFI	Chain Link Fence Manufacturers Institute
CMC	California Mechanical Code
CO	Change Order

CPC	California Plumbing Code
CPM	Critical Path Method
CPUC	California Public Utilities Commission
CRA	California Redwood Association
CRSI	Concrete Reinforcing Steel Institute
CS	Commercial Standards, U.S. Department of Commerce
CSA	Canadian Standards Association
CTI	Ceramic Tile Institute
DHI	Door and Hardware Institute
DSA	Division of State Architect (formerly known as the Office of the State Architect)
EPA	Environmental Protection Agency
FGMA	Flat Glass Marketing Association
FM	Factory Mutual
FS	Federal Specifications
GA	Gypsum Association
HPMA	Hardwood Plywood Manufacturers Association
HVAC	Heating, Ventilating and Air Conditioning
I.D.	Identification
IACS	International Annealed Copper Standards
IAPMO	International Association of Plumbing and Mechanical Officials
IBC	International Building Code
ICBO	International Conference of Building Officials
ICEA	Insulated Cable Engineers Association
IEEE	Institute of Electrical and Electronic Engineers, Inc.
IES	Illuminating Engineering Society
ISA	Instrumentation Society of America
JATC	Joint Apprenticeship Training Committee
JV	Joint Venture
LBE	Local Business Enterprise
M.I.	Middle Initial
M/WBE	Minority and/or Woman-Owned Business Enterprise
MBE	Minority Business Enterprise
MIA	Masonry Institute of America
MIA	Marble Institute of America
MLSFA	Metal Lath/Steel Framing Association
MS	Military Specifications
MSS	Manufacturers Standardization Society of the Valve & Fitting Industry
NAAMM	National Association of Architectural Metal Manufacturers
NACE	National Association of Corrosion Engineers
NBS	National Bureau of Standards
NEC	National Electric Code
NEMA	National Electric Manufacturers Association
NESC	National Electrical Safety Code
NFPA	National Fire Protection Association
NFPA	National Forest Products Association

NIOSH	National Institute for Occupational Safety and Health
NIST	National Institute of Science and Technology (formerly the National Bureau of Standards)
NOFMA	National Oak Flooring Manufacturers Association
NSF	National Sanitation Foundation
NTMA	National Terrazzo & Mosaic Association
NWWDA	National Wood Windows and Doors Association
OSHA	Occupational Safety and Health Administration
OSHPD	Office of Statewide Health Planning and Department
PCA	Portland Cement Association
PCI	Prestressed Concrete Institute
PDI	Plumbing and Drainage Institute
PG&E	Pacific Gas and Electric Company
PM	Preventive Maintenance
PR	Proposal Request
PS	Product Standard, U. S. Department of Commerce
QSD	Qualified SWPPP Developer
QSP	Qualified SWPPP Practitioner
RFI	Request for Information
RFP	Request for Proposals
RFS	Request for Substitution
RIS	Redwood Inspection Service
SDS	Safety Data Sheet
SDI	Steel Deck Institute
SFM	State of California, Office of State Fire Marshal
SIGMA	Sealed Insulating Glass Manufacturers Association
SJI	Steel Joint Institute
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SPIB	Southern Pine Inspection Bureau
SSPC	Steel Structures Painting Council
SWI	Steel Window Institute
SWPPP	Storm Water Pollution Protection Plan
TCA	Tile Council of America
TIE	Time Impact Evaluation
UBC	Uniform Building Code
UFC	Uniform Fire Code
UL	Underwriters' Laboratories, Inc.
UMC	Uniform Mechanical Code
UPC	Uniform Plumbing Code
USA	Underground Service Alert
USC	United States Code
WCLIB	West Coast Lumber Inspection Bureau
WHI	Warnock Hersey International a testing lab
WIC	Woodwork Institute of California
WWPA	Western Wood Products Association

B. Abbreviations in Specifications:

AWG	American Wire Gauge
accord	Accordance
Co.	Company
Corp.	Corporation
cm.	centimeter (centimeters)
cu.	Cubic
Div.	Division
dia.	diameter
ft.	foot (feet)
g./gr.	gram (grams)
gal.	gallon (gallons)
gpd	gallons per day
gpm	gallons per minute
hr.	hour
kg.	kilogram (kilograms)
in.	inch (inches)
Inc.	Incorporated
km.	kilometer (kilometers)
Kw	Kilowatt
l.	liter (liters)
lbs.	pounds
m	meter (meters)
Mfg.	manufacturing
Mg.	milligram (milligrams)
ml./mls.	milliliter (milliliters)
mm.	millimeter (millimeters)
No.	number
o.c.	on centers
O.D.	outside diameter
psi	pounds per square inch
psf	pounds per square foot
sq.	square
T & G	tongue and groove
U.S.	United States
yd.	yard (yards)

C. Abbreviations on Drawings:

Additional abbreviations, used only on drawings, are indicated thereon.

1.4 SYMBOLS

A. Symbols in Specifications:

: "shall be" or "shall" - where used within sentences or paragraphs

#1	Number
1#	Pound
&	And
%	Percent
C	Centigrade
F	Fahrenheit
°	Degree
/	per, except where used to combine words; example: power/fuel, and in that case it means and
“	inch (inches)
‘	foot (feet)
@	At

B. Symbols on Drawings:

Symbols, used only on Drawings, are indicated thereon.

1.5 DEFINITIONS

- A. Wherever any of the words or phrases defined below, or a pronoun used in place thereof, is used in any part of the Contract Documents, it shall have the meaning here set forth. In the Contract Documents, the neuter gender includes the feminine and masculine, and the singular number includes the plural. While District has made an effort to identify all defined terms with initial caps, the following definitions shall apply regardless of case unless the context otherwise requires:
1. Addenda: Written or graphic instruments issued prior to the opening of Bids, which clarify, correct, or change the bidding requirements or the Contract Documents. Addenda shall not include the minutes of the Pre-Bid Meeting and/or Site Visit.
 2. Agreement (SECTION 00520): Agreement is the basic contract document that binds the parties to construction Work. Agreement defines relationships and obligations between District and Contractor and by reference incorporates Conditions of Contract, Drawings, and Specifications and contains Addenda and all Modifications subsequent to execution of Contract Documents.
 3. Alternate: Work added to or deducted from the Base Bid, if accepted by District.
 4. Application for Payment: Written application for monthly or periodic progress or final payment made by Contractor complying with the Contract Documents.
 5. Approved Equal: Approved in writing by District as being of equivalent quality, utility and appearance.

6. Asbestos: Any material that contains more than one percent asbestosis and is friable or is releasing asbestos fibers into the air above current action levels established by OSHA or Cal/OSHA.
7. Bid: The offer or proposal of the Bidder submitted on the prescribed form(s) setting forth the prices for the Work to be performed.
8. Bidder: One who submits a Bid.
9. Bidding Documents: All documents comprising the Project Manual (including all documents and specification sections listed on SECTION 00010 [Table of Contents]), including documents supplied for bidding purposes only and Contract Documents.
10. Board: The Board of Directors of the District.
11. Business Day: Any Day other than Saturday, Sunday, and the following days that have been designated as holidays by District. If a holiday falls on a Saturday, the preceding Friday will be the holiday. If a holiday falls on a Sunday, the following Monday will be the holiday. Refer to the District's web site for a list of District observed holidays. Also, Each day appointed by the Governor of California and formally recognized by the El Dorado Irrigation District Board of Directors as a day of mourning, thanksgiving, or special observance.
12. By District: Work that will be performed by District or its agents at the District's expense.
13. By Others: Work that is outside scope of Work to be performed by Contractor under this Contract, which will be performed by District, other contractors, or other means.
14. Change Order: A written instrument prepared by District and signed by District and Contractor, stating their agreement upon all of the following:
 - a. a change in the Work;
 - b. the amount of the adjustment in the Contract Sum, if any; and
 - c. the amount of the adjustment in the Contract Time, if any.
15. Code Inspector: A local or state agency responsible for the enforcement of applicable codes and regulations.
16. Concealed: Work not exposed to view in the finished Work, including within or behind various construction elements.
17. Construction Change Directive: A written order prepared and signed by District, directing a change in the Work and stating a proposed basis for adjustment, if any, in the Contract Sum or Contract Time, or both.
18. Consultant: See SECTION 00805 (Supplemental General Conditions – Hazardous Materials) (if included).
19. Construction Manager: See SECTION 00520 (Agreement) (if this term is used).
20. Contract Conditions: Consists of two parts: General Conditions and Supplemental Conditions.

- a. General Conditions are general clauses that are common to the District Contracts, including SECTION 00700.
 - b. Supplemental conditions modify or supplement General Conditions to meet specific requirements for this Contract, including SECTION 00800 and SECTION 00805 (if included).
21. Contract Documents and Contract: Contract Documents and Contract shall consist of the documents identified as the Contract Documents in SECTION 00520 (Agreement), plus all changes, addenda, and modifications thereto.
22. Contract Modification: Either:
- a. a written amendment to Contract signed by Contractor and District; or
 - b. a Change Order; or
 - c. a Construction Change Directive; or
 - d. a written directive for a minor change in the Work issued by District.
23. Contract Sum: The sum stated in the Agreement and, including authorized adjustments, the total amount payable by District to Contractor for performance of the Work and the Contract Documents. The Contract Sum is also sometimes referred to as the Contract Price or the Contract Amount.
24. Contract Time: The number or numbers of Days or the dates stated in the Agreement
- a. to achieve Substantial Completion of the Work or designated milestones; and/or
 - b. to complete the Work so that it is ready for final payment and is accepted.
25. Contractor: The person or entity identified as such in the Agreement and referred to throughout the Contract Documents as if singular in number and neutral in gender. The term "Contractor" means the Contractor or its authorized representative.
26. Contractor's Employees: Persons engaged in execution of Work under Contract as direct employees of Contractor, as Subcontractors, or as employees of Subcontractors.
27. County: The County of El Dorado.
28. Day: One calendar day of 24 hours measured from midnight to the next midnight, unless the word "day" is specifically modified to the contrary.
29. Defective: An adjective which, when modifying the word "Work," refers to Work that is unsatisfactory or unsuited for the use intended, faulty, or deficient, that does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents (including but not limited to approval of samples and "or equal" items), or has been damaged prior to final payment (unless responsibility for the protection thereof has been assumed by District). District is the judge of whether Work is defective.
30. District: The El Dorado Irrigation District.

31. District-Furnished, Contractor-Installed: Items furnished by District at its cost for installation by Contractor at its cost under Contract Documents.
32. District's Representative(s): See SECTION 00520 (Agreement).
33. Drawings: The graphic and pictorial portions of Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.
34. Engineer: If used elsewhere in the Contract Documents, "Engineer" shall mean a person holding a valid California State Engineer's or Architect's license representing the District in the administration of the Contract Documents. Engineer may be an employee of or an independent consultant to District. When Engineer is referred to within the Contract Documents and no Engineer has in fact been designated, then the matter shall be referred to District. The term Engineer shall be construed to include employees of Engineer and/or employees that Engineer supervises. When the designated Engineer is an employee of District, his or her authorized representatives on the Project will be included under the term Engineer. If Engineer is an employee of District, Engineer is the beneficiary of all Contractor obligations to District, including without limitation, all releases and indemnities.
35. Equal: Equal in opinion of District. Burden of proof of equality is responsibility of Contractor.
36. Exposed: Work exposed to view in the finished Work, including behind louvers, grilles, registers and various other construction elements.
37. Final Acceptance or Final Completion: District's acceptance of the Work as satisfactorily completed in accordance with Contract Documents. Requirements for Final Acceptance/Final Completion include, but are not limited to:
 - a. All systems having been tested and accepted as having met requirements of Contract Documents.
 - b. All required instructions and training sessions having been given by Contractor.
 - c. All Project Record Documents having been submitted by Contractor, reviewed by District and accepted by District.
 - d. All punch list work, as directed by District, having been completed by Contractor.
 - e. Generally all Work, except Contractor maintenance after Final Acceptance, having been completed to satisfaction of District.
38. Force Account: Work directed to be performed without prior agreement as to lump sum or unit price cost thereof, and which is to be billed at cost for labor, materials, equipment, taxes, and other costs, plus a specified percentage for overhead and profit.
39. Furnish: Supply only, do not install.
40. Indicated: Shown or noted on the Drawings.

41. Install: Install or apply only, do not furnish.
42. Latent: Not apparent by reasonable inspection, including but not limited to, the inspections and research required as a condition to bidding under the General Conditions.
43. Law: Unless otherwise limited, all applicable laws including without limitation all federal, state, and local laws, statutes, standards, rules, regulations, ordinances, and judicial and administrative decisions
44. Material: This word shall be construed to embrace machinery, manufactured articles, materials of construction (fabricated or otherwise), and any other classes of material to be furnished in connection with Contract, except where a more limited meaning is indicated by context.
45. Milestone: A principal event specified in Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all Work.
46. Modification: Same as Contract Modification.
47. Naturally Occurring Asbestos (NOA): Asbestos naturally contained in serpentine or other rock, which may be released from the rock and become airborne when the rock is disturbed. See Section 801 (Supplementary General Conditions – Naturally Occurring Asbestos) (if that section is used).
48. Not in Contract: Work that is outside the scope of Work to be performed by Contractor under Contract Documents.
49. Notice of Completion: Shall have the meaning provided in California Civil Code Section 3093, and any successor statute.
50. Off Site: Outside geographical location of the Project.
51. Partial Utilization: Use by District of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all of the Work.
52. PCBs: Polychlorinated byphenyls.
53. Phase: A specified portion of the Work (if any) specifically identified as a Phase in SECTION 00520 (Agreement).
54. Product Data: That information (including brochures, catalogue cuts, SDS, etc.) supplied by the vendor describing the technical and commercial characteristics of the supplier equipment or materials, and accompanying commercial terms such as warranties, instructions and manuals.
55. Progress Report: A periodic report submitted by Contractor to District with progress payment invoices accompanying actual work accomplished to the Progress Schedule. See SECTION 00700 (General Conditions).
56. Project: Total construction of which Work performed under Contract Documents may be whole or part.
57. Project Manager: See SECTION 00520 (Agreement) (if this term is used).
58. Project Manual: Project Manual consists of Bidding Requirements, Agreement, Bonds, Certificates, Contract Conditions, and Specifications.

59. Project Record Documents: All Project deliverables required under Sections 01700 et seq., including without limitation, as-built drawings, operations and maintenance manuals Installation, Operation, and Maintenance Manuals, and Machine Inventory Sheets.
60. Provide: Furnish and install.
61. Request for Information (“RFI”): A document prepared by Contractor requesting information regarding the Project or Contract Documents. The RFI system is also a means for District to submit Contract Document clarifications or supplements to Contractor.
62. Request for Proposals (“RFP”): A document issued by District to Contractor whereby District may initiate changes in the Work or Contract Time as provided in Contract Documents. Request for Substitution (“RFS”): A document prepared by Contractor requesting substitution of materials as permitted and to the extent permitted in Contract Documents.
63. RFI-Reply: A document consisting of supplementary details, instructions, or information issued by District that clarifies or supplements Contract Documents, and with which Contractor shall comply. RFI-Replies do not constitute changes in Contract Sum or Contract Time except as otherwise agreed in writing by District. RFI-Replies will be issued through the RFI administrative system.
64. Samples: Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
65. Shop Drawings: All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
66. Shown: As indicated on Drawings.
67. Site: The particular geographical location of Work performed pursuant to Contract Documents.
68. Specifications: The written portion of the Contract Documents consisting of requirements for materials, equipment, construction systems, standards, and workmanship for the Work; performance of related services.
69. Specified: As written in Specifications.
70. Subcontractor: A person or entity that has a direct contract with Contractor to perform a portion of the Work at the Site. The term “Subcontractor” is referred to throughout the Contract Documents as if singular in number and neutral in gender and means a Subcontractor or an authorized representative of the Subcontractor. The term “Subcontractor” does not include a separate contractor or subcontractors of a separate contractor.
71. Substantial Completion: The Work (or a specified part thereof) has progressed to the point where, in the opinion of District as evidenced by a Certificate of Substantial Completion, the Work is sufficiently complete, in accordance with Contract Documents, so that the Work (or specified part)

can be utilized for the purposes for which it is intended; or if no such certificate is issued, when the Work (or specified part) is complete and ready for final payment as evidenced by written recommendation of District for final payment. The terms "Substantially Complete" and "Substantially Completed" as applied to all or part of the Work refer to Substantial Completion thereof.

72. Supplemental Instruction: A written directive from District to Contractor ordering alterations or modifications that do not result in change in Contract Sum or Contract Time, and do not substantially change Drawings or Specifications.
 73. Supplier: See SECTION 00525 (Assignment and Novation Agreement) (if this term is used).
 74. Supply: See SECTION 00525 (Assignment and Novation Agreement) (if this term is used).
 75. Technical Specifications: Specification of the Contract Documents contained in Sections 28701, 28702, 28704 and Drawing 6383.
 76. Testing and Special Inspection Agency: An independent entity engaged by District to inspect and/or test the workmanship, materials, or manner of construction of buildings or portions of buildings, to determine if such construction complies with the Contract Documents and applicable codes.
 77. Underground Facilities: All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities that have been installed underground to furnish any of the following services or materials: Electricity, gases, chemicals, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.
 78. Unit Price Work: Shall be the portions of the Work for which a unit price is provided in SECTION 00520 (Agreement).
 79. Work: The entire completed construction, or the various separately identifiable parts thereof, required to be furnished under the Contract Documents within the Contract Time. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents including everything shown in the Drawings and set forth in the Specifications. Wherever the word "work" is used, rather than the word "Work," it shall be understood to have its ordinary and customary meaning.
- B. Wherever words "as directed," "as required," "as permitted," or words of like effect are used, it shall be understood that direction, requirements, or permission of District is intended. Words "sufficient," "necessary," "proper," and the like shall mean sufficient, necessary, or proper in judgment of District. Words "approved," "acceptable," "satisfactory," "favorably reviewed," or words of like import, shall mean approved by, or acceptable to, or satisfactory to, or favorably reviewed by District.

- C. Wherever the word “may” or “ought” is used, the action to which it refers is discretionary. Wherever the word “shall” or “will” is used, the action to which it refers is mandatory.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION – NOT USED

END OF SECTION

2023 CAPITAL IMPROVEMENT PLAN Program: General District

Project Number: PLANNED
Project Name: Headquarter Facility Improvements
Project Category: Reliability & Service Level Improvements

Priority: 2 **PM:** Royal **Board Approval:** 11/14/22

Project Description:

The following building upgrade projects are planned for 2023 - 2027
 2023: Reapply the membrane roof system with new energy efficient, fluid applied ASTEC roofing coating system. Install (30) new iWave air purifiers into existing units to control fire smoke and other air quality issues. Upgrade Alerton control system to match the existing newer legacy Alerton IBEX EMS controls and sensing system for the HVAC controls.
 2024: Convert remaining indoor lighting to LED, upgrade fire alarm system pannel to new upgraded pannel, backup power supply for upper fleet yard to support fleet operations and warehouse operations.
 2025: Walkway accessibility to H/Q building improvement.
 2026: Covered parking improvement for upper parking lot. Parking and road improvement for construction and fleet yard.

Basis for Priority:

The Headquarters building and surrounding areas are in major need of improvements and updating for new reliable efficient systems and to maintain and enhance this large district asset.

Project Financial Summary:			
Funded to Date:	\$ -	Expenditures through end of year:	\$ -
Spent to Date:	\$ -	2023 - 2027 Planned Expenditures:	\$ 680,000
Cash flow through end of year:	\$ -	Total Project Estimate:	\$ 680,000
Project Balance	\$ -	Additional Funding Required	\$ 680,000

Description of Work	Estimated Annual Expenditures					Total
	2023	2024	2025	2026	2027	
Study/Planning						\$ -
Design						\$ -
Construction	\$ 480,000	\$ 200,000	\$ -	\$ -	\$ -	\$ 680,000
TOTAL	\$ 480,000	\$ 200,000	\$ -	\$ -	\$ -	\$ 680,000

Funding Sources	Percentage	2023	Amount
Water Rates	60%		\$288,000
Wastewater Rates	40%		\$192,000
Total	100%		\$480,000

Funding Comments:

EL DORADO IRRIGATION DISTRICT

SUBJECT: Consider adopting five resolutions authorizing District staff to perform specified cash management and investment activities on behalf of the District.

PREVIOUS BOARD ACTION

May 23, 2022 – Board adopted Resolution Nos. 2022-013, 2022-014, 2022-015, 2022-016, and 2022-017, authorizing specified District personnel to perform specified cash management and investment activities on behalf of the District.

BOARD POLICIES (BP), ADMINISTRATIVE REGULATIONS (AR) AND BOARD AUTHORITY

BP 3090 Investment Policy
AR 3091.15 Internal Controls

SUMMARY OF ISSUE

The District needs to update the cash management and investment resolutions to reflect current staff due to a position change.

BACKGROUND/DISCUSSION

Effective July 31, 2023, Rebecca Lane became the District's new Finance and Accounting Manager, replacing Tony Pasquarello. Therefore, five cash management and investment resolutions need to be updated to reflect current staff authorized to act on behalf of the District. The following five financial institution resolutions will be updated as follows:

- Bank of America authorizing staff to administer the District's cash management services account.
- The Bank of New York Mellon Trust Company authorizing staff to provide instructions to the custodian of the District's safekeeping account for investment securities.
- U.S. Bank authorizing staff to sign written instructions for the District's trustee on debt service accounts.
- Local Agency Investment Fund (LAIF) authorizing staff to provide instructions to the administrator of the District's short-term cash investments money market portfolio.
- California Asset Management Program (CAMP) authorizing staff to provide instructions to the administrator of the District's short-term cash investments money market portfolio.

The list of authorized staff to act on behalf of the District for cash management and investment activities are as follows:

- Jim Abercrombie, General Manager
- Jamie Bandy, Finance Director
- Rebecca Lane, Finance and Accounting Manager

BOARD OPTIONS

Option 1: Adopt five resolutions authorizing District staff to perform specified cash management and investment activities on behalf of the District.

Option 2: Take other action as directed by the Board.

Option 3: Take no action.

RECOMMENDATION

Option 1

ATTACHMENTS

Attachment A: Bank of America proposed resolution

Attachment B: Bank of New York Mellon Trust Company proposed resolution

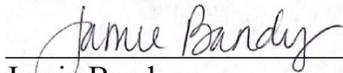
Attachment C: U.S. Bank proposed resolution

Attachment D: Local Agency Investment Fund proposed resolution

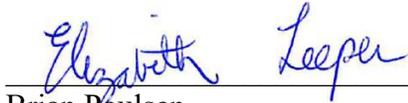
Attachment E: California Asset Management Program proposed resolution



Rebecca Lane
Finance and Accounting Manager



Jamie Bandy
Finance Director



Elizabeth Leeper for
Brian Poulsen
General Counsel



Jim Abercrombie
General Manager

1 **RESOLUTION OF THE BOARD OF DIRECTORS OF**
2 **EL DORADO IRRIGATION DISTRICT**
3 **AMENDING CERTIFICATE OF AUTHORIZED ADMINISTRATORS FOR**
4 **BANK OF AMERICA CASH MANAGEMENT SERVICES**

5 BE IT RESOLVED that the EL DORADO IRRIGATION DISTRICT authorizes the persons
6 holding any of the following Authorized Administrator positions: General Manager, Finance Director,
7 and Finance and Accounting Manager to execute and deliver on behalf of the District such agreements
8 as Bank of America (the “Bank”) may require, and any renewal or amendments thereof, regarding cash
9 management services relating to transfers and/or payments from or to the District’s account(s)
10 maintained with the Bank (each an “Agreement”); each Agreement may contain such provisions as an
11 Authorized Administrator approves (including but not limited to provisions relating to security
12 procedures and indemnities), and the execution of any Agreement by an Authorized Administrator
13 shall be conclusive evidence of the officer’s approval of the provisions contained in such Agreement;
14 and

15 BE IT FURTHER RESOLVED that the District authorizes each Authorized Administrator in
16 connection with any Agreement (a) to initiate, amend, cancel, confirm or verify the authenticity of
17 instructions to the Bank of cash management services whether given orally, electronically or by
18 facsimile instructions; and (b) to designate one or more persons to act as Operators authorized to
19 perform any of the foregoing; or to revoke any authorization in connection with cash management
20 services granted to any such person, as he or she deems appropriate.

21 BE IT FURTHER RESOLVED that the District authorizes each Authorized Administrator to
22 take such further action and to execute and deliver such instruments, certificates or other documents on
23 behalf of the District as he or she deems necessary or appropriate in connection with any Agreement or
24 the consummation of the transactions contemplated by this resolution.

25 BE IT FURTHER RESOLVED that the District ratifies and confirms for all purposes the
26 execution and delivery of any Agreements with the Bank for cash management services, any
27 delegations of authority and related designations and any revocations of authorization, any funds
transfers and electronic payments, and all other actions taken in the name of the District under any
such Agreements prior to the date of this resolution.

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1 BE IT FURTHER RESOLVED that the Bank is authorized to act and rely on this resolution
2 until it actually receives written notice of its amendment or revocation.

3 BE IT FURTHER RESOLVED that two signatures are required, of the Authorized
4 Administrators of the EL DORADO IRRIGATION DISTRICT named below, which are hereby
5 qualified to sign written instructions and consents, in connection with any Agreement on behalf of the
6 EL DORADO IRRIGATION DISTRICT.

7 BE IT FURTHER RESOLVED that the specimen signatures appearing opposite the names and
8 titles are the genuine signatures of such persons:

		Signatures
9	Jim Abercrombie General Manager	_____
10	Jamie Bandy Director of Finance	_____
11	Rebecca Lane Finance and Accounting Manager	_____

12 BE IT FURTHER RESOLVED that Clerk to the Board Jennifer Sullivan duly certifies the
13 genuineness of said signatures of the foregoing persons of EL DORADO IRRIGATION DISTRICT.
14

15 BE IT FURTHER RESOLVED that this Resolution shall take effect and be effective
16 immediately upon its adoption.

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1 The foregoing Resolution was introduced at a regular meeting of the Board of Directors of
2 EL DORADO IRRIGATION DISTRICT, held on the 14th day of August 2023, by Director, who
3 moved its adoption. The motion was seconded by Director, and a poll vote taken which stood as
4 follows:

5 AYES:

6 NOES:

7 ABSENT:

8 ABSTAIN:

9 The motion having a majority of votes “Aye”, the resolution was declared to have been
10 adopted, and it was so ordered.

11 _____
12 Brian K. Veerkamp
13 President, Board of Directors
14 EL DORADO IRRIGATION DISTRICT

15 ATTEST:

16 _____
17 Jennifer Sullivan
18 Clerk to the Board
19 EL DORADO IRRIGATION DISTRICT

20 (SEAL)

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1 I, the undersigned, Clerk to the Board of EL DORADO IRRIGATION DISTRICT hereby
2 certify that the foregoing resolution is a full, true and correct copy of a Resolution of the Board of
3 Directors of EL DORADO IRRIGATION DISTRICT entered into and adopted at a regular meeting of
4 the Board of Directors held on the 14th day of August 2023.

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Jennifer Sullivan
8 Clerk to the Board
EL DORADO IRRIGATION DISTRICT

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**RESOLUTION OF THE BOARD OF DIRECTORS OF
 EL DORADO IRRIGATION DISTRICT
 AMENDING AUTHORIZED DISTRICT PERSONS TO GIVE INSTRUCTIONS TO
 THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
 DISTRICT CUSTODIAN ACCOUNT**

BE IT RESOLVED that the EL DORADO IRRIGATION DISTRICT (“Principal”) has established a safekeeping account with The Bank of New York Mellon Trust Company, N.A. to act as Custodian of the District’s investment securities.

BE IT FURTHER RESOLVED that the Board of Directors of EL DORADO IRRIGATION DISTRICT needs to change the persons authorized to give instructions on the Custodian Account.

BE IT FURTHER RESOLVED that until further written notice from the Principal, Custodian is authorized to act in accordance with written instructions and oral communications received by Custodian from any two of the Authorized Persons listed below:

		Signatures
Jim Abercrombie	General Manager	_____
Jamie Bandy	Director of Finance	_____
Rebecca Lane	Finance and Accounting Manager	_____

BE IT FURTHER RESOLVED that Clerk to the Board Jennifer Sullivan duly certifies the genuineness of said signatures of the foregoing persons of EL DORADO IRRIGATION DISTRICT.

BE IT FURTHER RESOLVED that this Resolution shall take effect and be effective immediately upon its adoption.

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1 The foregoing Resolution was introduced at a regular meeting of the Board of Directors of
2 EL DORADO IRRIGATION DISTRICT, held on the 14th day of August 2023, by Director, who
3 moved its adoption. The motion was seconded by Director, and a poll vote taken which stood as
4 follows:

5 AYES:

6 NOES:

7 ABSENT:

8 ABSTAIN:

9 The motion having a majority of votes “Aye”, the resolution was declared to have been
10 adopted, and it was so ordered.

11 _____
12 Brian K. Veerkamp
13 President, Board of Directors
14 EL DORADO IRRIGATION DISTRICT

15 ATTEST:

16 _____
17 Jennifer Sullivan
18 Clerk to the Board
19 EL DORADO IRRIGATION DISTRICT

20 (SEAL)

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1 I, the undersigned, Clerk to the Board of EL DORADO IRRIGATION DISTRICT hereby
2 certify that the foregoing resolution is a full, true and correct copy of a Resolution of the Board of
3 Directors of EL DORADO IRRIGATION DISTRICT entered into and adopted at a regular meeting of
4 the Board of Directors held on the 14th day of August 2023.

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7 _____
Jennifer Sullivan
8 Clerk to the Board
EL DORADO IRRIGATION DISTRICT

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**RESOLUTION OF THE BOARD OF DIRECTORS
OF EL DORADO IRRIGATION DISTRICT
CERTIFICATION OF SIGNATURES–U.S. BANK
DEBT SERVICE TRUST ACCOUNTS**

BE IT RESOLVED that any two signatures are required, of the persons of the EL DORADO IRRIGATION DISTRICT named below, which are hereby authorized to sign written instructions for the District’s Trustee U.S. BANK on behalf of the EL DORADO IRRIGATION DISTRICT; and

BE IT FURTHER RESOLVED that the specimen signatures appearing opposite the names and titles below are the genuine signatures of such persons:

		Signatures
Jim Abercrombie	General Manager	_____
Jamie Bandy	Director of Finance	_____
Rebecca Lane	Finance and Accounting Manager	_____

BE IT FURTHER RESOLVED that Clerk to the Board Jennifer Sullivan duly certifies the genuineness of said signatures of the foregoing persons of EL DORADO IRRIGATION DISTRICT.

BE IT FURTHER RESOLVED that this Resolution shall take effect and be effective immediately upon its adoption.

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1 The foregoing Resolution was introduced at a regular meeting of the Board of Directors of
2 EL DORADO IRRIGATION DISTRICT, held on the 14th day of August 2023, by Director, who
3 moved its adoption. The motion was seconded by Director, and a poll vote taken which stood as
4 follows:

5 AYES:

6 NOES:

7 ABSENT:

8 ABSTAIN:

9 The motion having a majority of votes “Aye”, the resolution was declared to have been
10 adopted, and it was so ordered.

11 _____
12 Brian K. Veerkamp
13 President, Board of Directors
14 EL DORADO IRRIGATION DISTRICT

15 ATTEST:

16 _____
17 Jennifer Sullivan
18 Clerk to the Board
19 EL DORADO IRRIGATION DISTRICT

20 (SEAL)

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1 I, the undersigned, Clerk to the Board of EL DORADO IRRIGATION DISTRICT hereby
2 certify that the foregoing resolution is a full, true and correct copy of a Resolution of the Board of
3 Directors of EL DORADO IRRIGATION DISTRICT entered into and adopted at a regular meeting of
4 the Board of Directors held on the 14th day of August 2023.

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7 _____
Jennifer Sullivan
8 Clerk to the Board
EL DORADO IRRIGATION DISTRICT

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1 **RESOLUTION OF THE BOARD OF DIRECTORS**
2 **OF EL DORADO IRRIGATION DISTRICT**
3 **AUTHORIZING DISTRICT PERSONS TO GIVE INVESTMENT INSTRUCTIONS**
 TO THE LOCAL AGENCY INVESTMENT FUND

4 BE IT RESOLVED that the EL DORADO IRRIGATION DISTRICT has authorized
5 investment of District monies in the California State Treasurer’s Local Agency Investment Fund
6 (LAIF) by Resolution No. 89-69, dated May 8, 1989; and

7 BE IT FURTHER RESOLVED the District needs to change the persons authorized to provide
8 investment instructions on the Custodian Account.

9 BE IT FURTHER RESOLVED that the Board of Directors of EL DORADO IRRIGATION
10 DISTRICT hereby find that the deposit and withdrawal of money in the LAIF in accordance with
11 Government Code section 16429.1 et. seq. for the purpose of investment as provided therein is in the
best interests of the District.

12 BE IT FURTHER RESOLVED that the Board of Directors of EL DORADO IRRIGATION
13 DISTRICT hereby authorizes the deposit and withdrawal of District monies in the LAIF in the State
14 Treasury in accordance with Government Code section 16429.1 et. seq. for the purpose of investment
as provided therein.

15 BE IT FURTHER RESOLVED that the EL DORADO IRRIGATION DISTRICT authorizes
16 the persons holding the title(s) specified herein below or their successors in office are each hereby
17 authorized to order the deposit or withdrawal of monies in the LAIF and may execute and deliver any
18 and all documents necessary or advisable in order to effectuate the purposes of this resolution and the
19 transactions contemplated hereby:

		Signatures
21	Jim Abercrombie General Manager	_____
22	Jamie Bandy Director of Finance	_____
23	Rebecca Lane Finance and Accounting Manager	_____

24 BE IT FURTHER RESOLVED that Clerk to the Board Jennifer Sullivan duly certifies the
25 genuineness of said signatures of the foregoing persons of EL DORADO IRRIGATION DISTRICT.

26 BE IT FURTHER RESOLVED that this Resolution shall take effect and be effective
27 immediately upon its adoption.

1 The foregoing Resolution was introduced at a regular meeting of the Board of Directors of
2 EL DORADO IRRIGATION DISTRICT, held on the 14th day of August 2023, by Director, who
3 moved its adoption. The motion was seconded by Director, and a poll vote taken which stood as
4 follows:

5 AYES:

6 NOES:

7 ABSENT:

8 ABSTAIN:

9 The motion having a majority of votes “Aye”, the resolution was declared to have been
10 adopted, and it was so ordered.

11 _____
12 Brian K. Veerkamp
13 President, Board of Directors
14 EL DORADO IRRIGATION DISTRICT

15 ATTEST:

16 _____
17 Jennifer Sullivan
18 Clerk to the Board
19 EL DORADO IRRIGATION DISTRICT

20 (SEAL)

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1 I, the undersigned, Clerk to the Board of EL DORADO IRRIGATION DISTRICT hereby
2 certify that the foregoing resolution is a full, true and correct copy of a Resolution of the Board of
3 Directors of EL DORADO IRRIGATION DISTRICT entered into and adopted at a regular meeting of
4 the Board of Directors held on the 14th day of August 2023.

6 _____
7 Jennifer Sullivan
8 Clerk to the Board
9 EL DORADO IRRIGATION DISTRICT

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**RESOLUTION OF THE BOARD OF DIRECTORS OF
EL DORADO IRRIGATION DISTRICT
AMENDING AUTHORIZED DISTRICT PERSONS TO GIVE INSTRUCTIONS
TO THE CALIFORNIA ASSET MANAGEMENT PROGRAM**

BE IT RESOLVED that the EL DORADO IRRIGATION DISTRICT has established an asset management account with the California Asset Management Program (CAMP) to act as Administrator of the District’s short-term cash investments money market portfolio.

BE IT FURTHER RESOLVED that the Board of Directors of EL DORADO IRRIGATION DISTRICT needs to change the persons authorized to give instructions on the Custodian Account.

BE IT FURTHER RESOLVED that until further written notice from the Principal, Custodian is authorized to act in accordance with written instructions and oral communications received by Custodian from any two of the Authorized Persons listed below:

Signatures

Jim Abercrombie	General Manager	_____
Jamie Bandy	Director of Finance	_____
Rebecca Lane	Finance and Accounting Manager	_____

BE IT FURTHER RESOLVED that Clerk to the Board Jennifer Sullivan duly certifies the genuineness of said signatures of the foregoing persons of EL DORADO IRRIGATION DISTRICT.

BE IT FURTHER RESOLVED that this Resolution shall take effect and be effective immediately upon its adoption.

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1 The foregoing Resolution was introduced at a regular meeting of the Board of Directors of
2 EL DORADO IRRIGATION DISTRICT, held on the 14th day of August 2023, by Director, who
3 moved its adoption. The motion was seconded by Director, and a poll vote taken which stood as
4 follows:

5 AYES:

6 NOES:

7 ABSENT:

8 ABSTAIN:

9 The motion having a majority of votes “Aye”, the resolution was declared to have been
10 adopted, and it was so ordered.

11 _____
12 Brian K. Veerkamp
13 President, Board of Directors
14 EL DORADO IRRIGATION DISTRICT

15 ATTEST:

16 _____
17 Jennifer Sullivan
18 Clerk to the Board
19 EL DORADO IRRIGATION DISTRICT

20 (SEAL)

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1 I, the undersigned, Clerk to the Board of EL DORADO IRRIGATION DISTRICT hereby
2 certify that the foregoing resolution is a full, true and correct copy of a Resolution of the Board of
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4 the Board of Directors held on the 14th day of August 2023.

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7 _____
8 Jennifer Sullivan
9 Clerk to the Board
10 EL DORADO IRRIGATION DISTRICT

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EL DORADO IRRIGATION DISTRICT

SUBJECT: Consider approving a contract amendment to Joe Vicini, Inc. in the not-to-exceed amount of \$155,000.50 for asphalt patch paving and associated pavement restoration work.

PREVIOUS BOARD ACTION

February 14, 2022 – Board awarded a contract to Joe Vicini, Inc. in the not-to-exceed amount of \$1,386,750 for asphalt patch paving and associated pavement restoration work.

BOARD POLICIES (BP), ADMINISTRATIVE REGULATIONS (AR) AND BOARD AUTHORITY

BP 3060 Contracts and Procurement

SUMMARY OF ISSUE

A large waterline break in El Dorado Hills on July 25, 2023, resulted in significant pavement damage to the Green Valley Road/Francisco Drive Safeway shopping center parking lot. Staff repaired the waterline late that evening and requested Joe Vicini, Inc. (Vicini) complete pavement restoration the following day utilizing an existing patch paving contract. Staff requests that the Board approve a contract amendment to the existing contract, given the amount of work required for the repair exhausted a considerable portion of the total annual estimated costs under this contract.

BACKGROUND/DISCUSSION

The District utilizes contractor support for patch paving services necessary to restore private property or public right-of-way pavement following waterline repairs. Vicini was awarded the contract for patch paving services during the most recent bidding in early 2022. Vicini completes well over 250 patch paving projects on behalf of the District annually.

On July 25, 2023, a substantial waterline break discharged approximately 14,000 gallons per minute, causing damage to the El Dorado Hills Safeway shopping center parking lot on Francisco Boulevard. Staff completed the emergency waterline repair, including replacing 20 feet of 10-inch polyvinyl chloride (PVC) waterline. Staff determined the cause of the leak to be improper installation due to over-insertion of the pipe bell. This pipeline was installed in 2006, and the installation procedures at that time allowed for the pipe to be pushed together with equipment such as a backhoe or excavator. The District subsequently changed its design and installation standards in 2008 to no longer allow equipment to push joints together. Instead, the contractor must now utilize approved tools to avoid undue stress on the pipe bells.

Given that the District has an existing paving contract with Vicini and the significance of the emergency closure of portions of the Safeway shopping center parking lot, staff contacted Vicini, who mobilized immediately so pavement restoration work could begin in the morning after the pipeline repair was completed. Vicini began work on July 26, 2023, at approximately 07:00 a.m., using all needed equipment and resources to conduct the restoration so it could be reopened as soon as possible, minimizing impacts to Safeway and surrounding businesses. By approximately 5:00 p.m., Vicini had completed all pavement restoration and necessary striping, and the parking lot was reopened.

FUNDING

The work performed for this repair required approximately ten percent of the overall annual budget for asphalt patch paving services. Therefore, staff requests the Board approve a contract amendment for the value of the repair costs for this project so that staff can continue with other necessary repairs throughout the year. The unit prices within the existing contract are as follows for the repair, including asphalt patch paving at \$9 per square foot, grinding at \$1.30 per square foot, and line striping at \$25 per linear foot. The costs for this restoration work will be funded from the Drinking Water Construction operation budget. The following is a breakdown of the costs for this repair:

Table 1 – Contract Amendment Costs

Grinding – 9,585 Square Feet	\$12,460.50
Paving – 9,585 Square Feet	\$86,265.00
Striping – 2,251 Linear Feet	\$56,275.00
Total Amendment Costs	\$155,000.50

BOARD OPTIONS

Option 1: Approve a contract amendment to Joe Vicini, Inc. in the not-to-exceed amount of \$155,000.50 for asphalt patch paving and associated pavement restoration work.

Option 2: Take other action as directed by the Board.

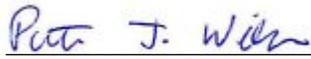
Option 3: Take no action.

RECOMMENDATION

Option 1

ATTACHMENTS

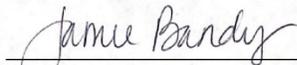
None



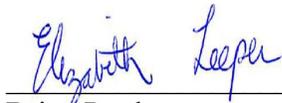
Patrick Wilson
Drinking Water Operations Manager



Dan Corcoran
Operations Director



Jamie Bandy
Finance Director



Elizabeth Leeper for
Brian Poulsen
General Counsel



Jim Abercrombie
General Manager

EL DORADO IRRIGATION DISTRICT

SUBJECT: Cost of Service Rate Study Workshop.

PREVIOUS BOARD ACTION

April 27, 2020 – Board adopted the results of the Cost of Service Rate Study Update and Resolution No. 2020-007, adopting the increases and changes to rates reflected in the 2020 Proposition 218 Notice.

November 14, 2022 – Board adopted the 2023-2027 Capital Improvement Plan (CIP), subject to available funding.

December 12, 2022 – Board adopted the 2023-2024 Operating Budget and 2023–2027 Financial Plan, subject to Board approved Cost of Service Study in 2023.

January 23, 2023 – Board received an overview of the substantive requirements and process of the Cost of Service Analysis.

February 27, 2023 – Board awarded a contract to NBS Government Finance Group in the not-to-exceed amount of \$115,750 to conduct a Cost of Service Analysis.

June 12, 2023 – Board participated in a Cost of Service Rate Study workshop.

BOARD POLICIES (BP), ADMINISTRATIVE REGULATIONS (AR) AND BOARD AUTHORITY

BP 3010 Budget

AR 3012 Budget Management and Five-Year Financial Plan

AR 3014 Reserves

BP 11010 Fees and Charges

AR 11010 Adoption of Rates, Fees and Charges

SUMMARY OF ISSUE

The District is preparing a comprehensive updated Cost of Service Analysis (COSA). This workshop includes an overview of the rate study methodology, policy considerations and proposed financial plans.

BACKGROUND/DISCUSSION

Article XIII D of the California Constitution, otherwise known as Proposition 218, establishes both procedural and substantive requirements to which the District must adhere to when considering whether to increase its water, wastewater, and recycled water rates (Cal. Const., art. XIII D, §6). In order to comply with these requirements, the District is currently conducting a COSA to develop rates that meet, but do not exceed, the costs required to provide water, wastewater, and recycled water service.

The first workshop conducted in June 2023 elicited Board and public discussion regarding policy objectives, rate structures, reserve and coverage ratio policies, and priorities when developing proposed updated cost-based and equitable water, wastewater, and recycled water rates.

Incorporating feedback from that workshop, staff and our consultant, NBS, developed the draft financial plans presented today.

In December 2022, the Board approved the operating budget and financial plan with a financial forecast proposing an eight percent rate increase to drinking water and recycled water rates in order to meet revenue requirements needed to meet the District's annual operating and maintenance costs and debt service requirements. However, the financial plan also included a "last minute" reduction of the five-year CIP from \$230 million to approximately \$208 million and reduction in plans for tank maintenance costs to maintain minimal end-of-year cash amounts. Since then, inflation has continued to increase, along with the need for increasing capital expenditures, as evidenced particularly by recent urgent rehabilitation and replacement needs at our El Dorado Hills water treatment plant (EDHWTP). Condition assessments of the District's water treatment facilities, which are nearing completion, have also identified significant capital expenditure needs not previously included in past CIPs. Limiting the capital expenditures to historical (or lower) expenditure levels will likely negatively affect the reliability of our infrastructure by precluding completion of these necessary investments. While the 2024-2028 CIP is still under development, staff is projecting an increase to the 5-year CIP expenditures within these draft financial plans. The CIP expenditures are estimated at \$285 million in planned projects, with actual expenditures estimated at \$214 million (75% of planned). This updated financial plan also includes six additional staff to meet increased work load and maintain current service levels. The proposed positions are Asset Management Analyst, Heavy Equipment Mechanic, Cyber Security Analyst, Water Distribution Operator, Water Treatment Plant Operator and Grant Analyst. The District must continue to invest in its assets and work force to ensure ongoing safe and reliable operation.

Past financial plans included rates adequate to generate on average roughly \$8-10 million of revenue to fund relatively smaller construction projects on a pay-as-you-go basis. However, with increased operations & maintenance expenses, construction cost increases and inflation, current pay-as-you-go annual revenue has decreased to only about \$2-4 million currently. Accordingly, the financial models presented today reflect higher cost assumptions and proposed rate increases than those presented last December.

Draft Financial Plans

The draft financial plan presented today identifies the necessity for 12 percent annual revenue increases for drinking water and recycled water throughout the five years as well as a three percent revenue increase for wastewater. The revenue increases are necessary to meet operating expenses, fund financial reserves, meet bond coverage requirements, and pay the annual debt service on outstanding bonds. Staff has also developed a financial plan alternative with 9% revenue increases for water and recycled water for comparison to try to keep the proposed revenue requirement to a single digit increase.

At the June 12th Cost of Service workshop, the Board discussed and agreed that the cost of service study and financial plan should balance these three priorities: affordability, infrastructure reliability, and rate stability. The plan reflecting the 12% increase to drinking water and recycled water revenues and 3% increase to wastewater revenues best addresses the infrastructure reliability and rate stability while attempting to minimize rate impacts.

With the 12% and 3% increases, the District meets reserve requirements identified in Administrative Regulation 3012 in all years of the five-year plan, increases days of cash on hand to 190, and funds proposed CIP expenditures. Rate revenue with adequate rate revenue in combination with contributions from facility capacity charges will facilitate two new debt issuances in 2024 and 2027 to fund large projects including the Sly Park Intertie, Silver Lake

Dam, Flume 45, and EDHWTP improvements identified from the condition assessments and increases the District's ability to use pay-as-you-go to fund smaller projects.

Conversely, the District does not meet its reserve targets with 9% and 3% increases in most of the years if the same rate-funded capital expenses are included compared with the 12% alternative. Additionally, over the five-year period, the days of cash on hand dip as low as 79 days and capital expenditures require reductions equating to fewer service line replacements, pipeline replacements, and storage tank recoating further challenging already aging assets. While staff is presenting the proposed revenue increases over a five-year period it is important to note that future years require ongoing evaluation of revenue requirements needed to meet the District's annual operating and maintenance costs, maintain a sufficient capital improvement program, and meet debt service requirements. Meeting financial plan objectives, identified in AR 3012, by adopting incremental rate increases over time helps to avoid "rate shock." If the Board chooses to adopt the 9% revenue increase, or something less, larger increases are projected to be necessary by 2029.

Future Debt Service Requirements

Another important factor in establishing the revenue requirement from rates is the need to meet current and future debt coverage requirements. The adopted 2023-2027 Financial Plan, assumed 6% inflation in operating expenses for 2023, 5% for 2024, 3% in 2025 and 2% percent in 2026-2027. The draft financial plan assumes a 5% inflation across all five years and reflects combined revenues projected from rate and non-rate revenue exceeding the projected operating expenditures, enabling the District to meet or exceed its minimum debt coverage requirement of 1.25 and its internal financial test of a 1.0 ratio excluding facility capacity charges (FCCs). The draft financial plan that reflects a 12% and 3% revenue increase will best manage the debt service previously incurred as well as the anticipated future debt service that will be needed to fund major infrastructure replacements reflected within the five-year capital improvement plan (CIP) as discussed above. It also allows the District to fund more pay-as-you-go projects, in lieu of additional borrowing, as has been historical practice.

Proposed Rate Simplification

During the June 12th Cost of Service workshop, staff agreed to evaluate the current rate structure for simplification opportunities. The current rate schedule (attachment A) reflects base charges and commodity charges for water, wastewater, and recycled water. Staff identified improvements to simplify the current structure. Proposed modifications to water base charges include combining *Single Family Residential* and *Agricultural Irrigation (with residence) and Small Farms* rates, as well as combining *Multi-Family Residential and Commercial/Landscape* and *Recreational Turf* rates. Proposed modifications to recycled water commodity charges include removing all tiers and assigning one median rate for all residential, commercial, and recreational turf.

NBS team members will join staff to present the proposed financial plans and receive the Board's feedback and direction on how to move forward. After receiving Board and public input at this meeting, staff will work with the NBS team to incorporate this feedback into potential rate designs. Staff will then return to the Board for Board consideration and direction on final rate design. Following receipt of Board direction regarding final rate design, staff will again return to the Board in early fall to review draft rates and to seek Board direction on issuing the Proposition 218 public notice and scheduling a public hearing to consider implementation of the proposed rate structure.

Staff is recommending the Board direct staff to use the 12% water and 3% wastewater annual increases in the financial plans to continue developing the cost allocations model since it meets

all of our financial requirements, debt service coverage, improves days cash on hand, meets reserve requirements and improves the ability to use pay-as-you-go funds for projects and funds much needed infrastructure reliability projects and outlined in the respective Board Policies and Administrative Regulations.

BOARD OPTIONS

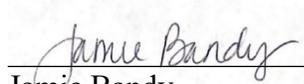
None – Information only.

RECOMMENDATION

None – Information only.

ATTACHMENT

Attachment A: Rate Schedule



Jamie Bandy
Finance Director



Brian Mueller
Engineering Director



Dan Corcoran
Operations Director



Brian Poulsen
General Counsel



Jim Abercrombie
General Manager

EL DORADO IRRIGATION DISTRICT
BI-MONTHLY RATE SCHEDULE

Adopted: December 22, 2022
Effective: January 01, 2023

BASE CHARGES	2023	COMMODITY CHARGES (per cf)	2023
WATER		WATER	
Single Family Residential		Single Family Residential	
5/8" and 3/4" meters	\$69.93	0 - 1,800 cf	\$0.019912
1" Residential with Private Fire Service	\$69.93	1,801 - 4,500 cf	\$0.024033
1"	\$103.82	Above 4,500 cf	\$0.028194
1 1/2"	\$181.32		
1 1/2"T	\$215.23		
2"	\$278.20		
2"T	\$278.20		
3"	\$561.63		
3"T	\$588.15		
4"	\$798.63		
4"T	\$1,038.58		
6"	\$1,583.26		
6"T	\$2,191.68		
8"	\$3,753.96		
10"	\$5,946.34		
12"	\$7,823.31		
Single Family Dual Plumbed Residential ^[1]	\$52.56		
Multi-Family Residential and Commercial/Landscape		Multi-Family Residential and Commercial/Landscape	
5/8" and 3/4" meters	\$75.25	All usage	\$0.023294
1"	\$112.88		
1 1/2"	\$198.89		
1 1/2"T	\$236.53		
2"	\$306.40		
2"T	\$306.40		
3"	\$596.68		
3"T	\$650.43		
4"	\$919.21		
4"T	\$1,150.37		
6"	\$1,811.55		
6"T	\$2,531.90		
8"	\$4,321.95		
10"	\$6,844.89		
12"	\$8,562.02		
Recreational Turf		Recreational Turf	
5/8" and 3/4" meters	\$64.61	All usage	\$0.023294
1"	\$94.78		
1 1/2"	\$163.76		
1 1/2"T	\$193.95		
2"	\$249.98		
2"T	\$249.98		
3"	\$482.76		
3"T	\$525.87		
4"	\$741.42		
4"T	\$926.79		
6"	\$1,457.03		
6"T	\$2,034.70		
8"	\$3,470.24		
10"	\$5,495.99		
12"	\$6,978.86		
Agricultural Irrigation (with residence) and Small Farms		Agricultural Irrigation (with residence) and Small Farms	
5/8" and 3/4" meters	\$69.93	0 - 1,800 cf	\$0.019912
1"	\$77.13	1,801- 4,500 cf	\$0.024033
1 1/2"	\$97.47	Above 4,500 cf	\$0.002222
1 1/2"T	\$106.37		
2"	\$122.90		
2"T	\$122.90		
3"	\$177.63		
3"T	\$204.27		
4"	\$267.86		
4"T	\$322.53		
6"	\$404.21		
6"T	\$649.30		
8"	\$1,072.70		
10"	\$1,698.90		
12"	\$2,175.08		

**EL DORADO IRRIGATION DISTRICT
BI-MONTHLY RATE SCHEDULE**

Adopted: December 22, 2022
Effective: January 01, 2023

BASE CHARGES	2023	COMMODITY CHARGES (per cf)	2023
WATER		WATER	
Agricultural Irrigation (without residence) and Raw metered		Agricultural Irrigation (without residence)	
5/8" and 3/4" meters	\$19.02	All usage	\$0.002222
1"	\$25.67		
1 1/2"	\$48.28		
1 1/2"T	\$57.16		
2"	\$73.69		
2"T	\$73.69		
3"	\$111.65		
3"T	\$155.07		
4"	\$218.65		
4"T	\$273.34		
6"	\$429.71		
6"T	\$600.10		
8"T	\$1,023.50		
10"T	\$1,620.96		
12"T	\$2,125.87		
RAW WATER RATES		RAW WATER RATES	
Metered Landscape Irrigation ^[2]		Metered Landscape Irrigation / Seasonal Continuous Flow	
Raw Water Year Round- 1/2" flow	\$143.96	All usage	\$0.002222
Raw Water Year Round- 1" flow	\$287.91		
Raw Water Year Round- 2" flow	\$575.82		
Raw Water Year Round- 4" flow	\$1,151.64		
Raw Water Year Round- >4" flow (per inch of flow)	\$287.91		
WASTEWATER RATES		WASTEWATER RATES	
Residential flat rate District average ^[3]	\$135.32	Single Family Residential	
Single Family Residential	\$69.58	All usage	\$0.041091
Multi Family Residential (per unit)	\$31.31	Multi-Family Residential	
Commercial - (all categories)	\$70.46	All usage	\$0.032315
Commercial without water service (per unit)	\$127.13	Commercial/Industrial	
Schools, per student and staff (billed annually)	\$13.09	Commercial - Low	\$0.049278
		Commercial - Medium/Low	\$0.072570
		Commercial - Medium	\$0.106231
		Commercial - Medium/High	\$0.167191
		Commercial - High	\$0.364214
RECYCLED WATER RATES		RECYCLED WATER RATES	
Single Family Dual Plumbed Residential ^[1]	\$17.37	Dual Plumbed Residential	
Commercial Landscape/Recreational Turf		0 - 3,000 cf	\$0.009956
5/8" and 3/4"	\$38.70	3,001 - 4,500 cf	\$0.016820
1"	\$56.74	Above 4,500 cf	\$0.025375
1 1/2"	\$98.02	Commercial Landscape	
1 1/2"T	\$116.07	All usage	\$0.007826
2"	\$149.61	Recreational Turf	
2"T	\$149.61	All usage	\$0.008346
3"	\$288.91		
3"T	\$314.70		
4"	\$443.68		
4"T	\$554.59		
6"	\$871.88		
6"T	\$1,217.55		
8"T	\$2,076.52		
10"T	\$3,288.72		
12"T	\$4,177.99		
FOOTNOTES:			
[1] Single Family Dual Plumbed Residential services pay both a potable and a recycled base charge. See both rate schedules for applicable base charges			
[2] Base charge for Raw Water metered landscape irrigation is shown in the Water Rates Agricultural Irrigation without residence and Raw metered sector			
[3] Based on 1600 cf of use			
LEGEND:			
1 cubic foot = 7.48 gallons			
1 miners inch = 11.22 gallons per minute (gpm)			
1 miners inch day = 16,156.80 gallons or 2,160 cubic feet			
Services outside of the District are billed at 1.5 times the adopted rate			



Water and Sewer Revenue Study Overview of Financial Plans

August 14, 2023

Previous Board Action

- April 27, 2020 – Board adopted the results of the 2020 Cost of Services Analysis and approved rate increases as set forth in the 2020 Proposition 218 Notice.
- November 14, 2022 – Board adopted the 2023-2027 Capital Improvement Plan (CIP), subject to available funding.
- December 12, 2022 – Board adopted the 2023-2024 Operating Budget and 2023-2027 Financial Plan, subject to Board approved Cost of Service Study in 2023.
- January 23, 2023 – Board received an overview of the substantive requirements and process of the Cost of Service Analysis.
- February 27, 2023 – Board awarded a contract to NBS Government Finance Group in the not-to-exceed amount of \$115,750 to conduct a Cost of Service Analysis.
- June 12, 2023 – Board participated in Cost of Service Rate Study workshop.

Summary of Issue

- The District is preparing a comprehensive updated Cost of Service Analysis (COSA). This workshop includes an overview of the rate study methodology, policy considerations and proposed financial plans.

Background Discussion

- COSA is process of developing rates that meet but do not exceed the costs required to provide services
- Proposition 218 (Prop. 218) establishes requirements when considering the increase of water, wastewater and recycled water rates
- Workshop conducted in June 2023 elicited Board and public discussion regarding policy objectives, rate structures, reserve and coverage ratio policies, and priorities when developing proposed updated cost-based and equitable water, wastewater, and recycled water rates.

Overview of Methodology

Review of Rate Study Approach

NBS follows basic industry standards but customizes each component to meet the District's unique characteristics:

Components of a Comprehensive Rate Study



Step 1: Financial Plan/Revenue Requirements - Compares current sources and uses of funds to determine the revenue needed from rates and projected rate adjustments.

Step 2: Cost-of-Service Analysis - Proportionately allocates the revenue requirements to the customer classes in compliance with industry standards and State Law.

Step 3: Rate Design - Considers what rate structure will best meet the Authority's need to collect rate revenue from each customer class.



Financial Plans Policy Considerations

Financial Policy

- There are two major polices to determine financial health
 - ❖ **Reserves:** assist with cash flow requirements and mitigate risks; ending balances determine the financial health of the District
 - ❖ **Coverage Ratio:** ratio of revenues that exceeds operating expenses to debt service; higher ratio means a better credit rating.
- Current credit rating is A+ with S&P Global Ratings and A1 with Moody's
 - ❖ Stronger credit ratings are most important during debt issuance

Current Reserve Policy

- Operating Reserve
 - ❖ Operating cash flow requirements
 - ❖ 3 months of operating expenses
- Capital Replacement Reserves
 - ❖ Cash flow requirements of funding capital expenditures
 - ❖ Prior year depreciation expenses
- Routine Capital Replacement Reserve
 - ❖ Cash flow requirements for existing fleet and equipment
 - ❖ Prior year depreciation expenses
- Self-Insurance Reserve
 - ❖ Funding the District's exposure to insurance deductibles
 - ❖ \$1 million
- Unfunded Accrued Pension Liability Reserve
 - ❖ To reduce unfunded liability

Coverage Ratio Requirement

- Maintain a *minimum* of 1.25 debt coverage ratio without Facility Capacity Charges (FCCs) – in all years (preferably 1.5)
- Maintain 1.7 to 2.0 debt coverage ratio with FCCs revenue included
 - ❖ Based on 3- to 5-year average of future capital expenditures

Coverage Ratio Calculations

➤ Coverage without FCCs:

Total Existing Revenues (Rate and Non-Rate)
+ Revenue from Rate Increases
– Operating Expenses
= *Net Revenue*

Senior Debt Service Coverage =
Net Revenue *divided by*
(Total Water and Sewer Debt Service
less 2022 Pension Bond Debt Service)

***Includes
Combined Water
and Sewer Utility
Data***

Financial Plans

Overview

- The Financial Plan estimates the costs to be recovered from customer rates (i.e., the net revenue requirements).
- These costs include operation and maintenance (O&M), debt service, planned pay-as-you-go capital projects, and contributions to reserve funds.
- Net revenue requirements = O&M costs + debt service + capital expenses – non rate revenues (interest earnings, licenses, fines, application fees, etc.).

Revenue Alternatives

Summary of Water System Financial Results by Rate Alternative						
Financial Plan/CIP Funding Alternatives	Ending O&M/Cap. R&R Reserves (2028) (≈\$27.5 M Target)	Rate Increases				
		2024	2025	2026	2027	2028
2. Rate Increases 9%						
<i>75% CIP (100% for 4 Bond Projects, < 75% Remainder)</i>	\$29.8 M	9.00%	9.00%	9.00%	9.00%	9.00%
3. Rate Increases of 12%						
<i>75% CIP (100% for 4 Bond Projects, < 75% Remainder)</i>	\$47.5 M	12.00%	12.00%	12.00%	12.00%	12.00%

Summary of Wastewater System Financial Results by Rate Alternative						
Financial Plan/CIP Funding Alternatives	Ending O&M/Cap. R&R Reserves (2028) (≈\$16.1 M Target)	Prev. Adopt.	Rate Increases			
		2024	2025	2026	2027	2028
Rate Increases of 3%						
<i>CIP Funded at 75%</i>	\$23.10 M	3.00%	3.00%	3.00%	3.00%	3.00%

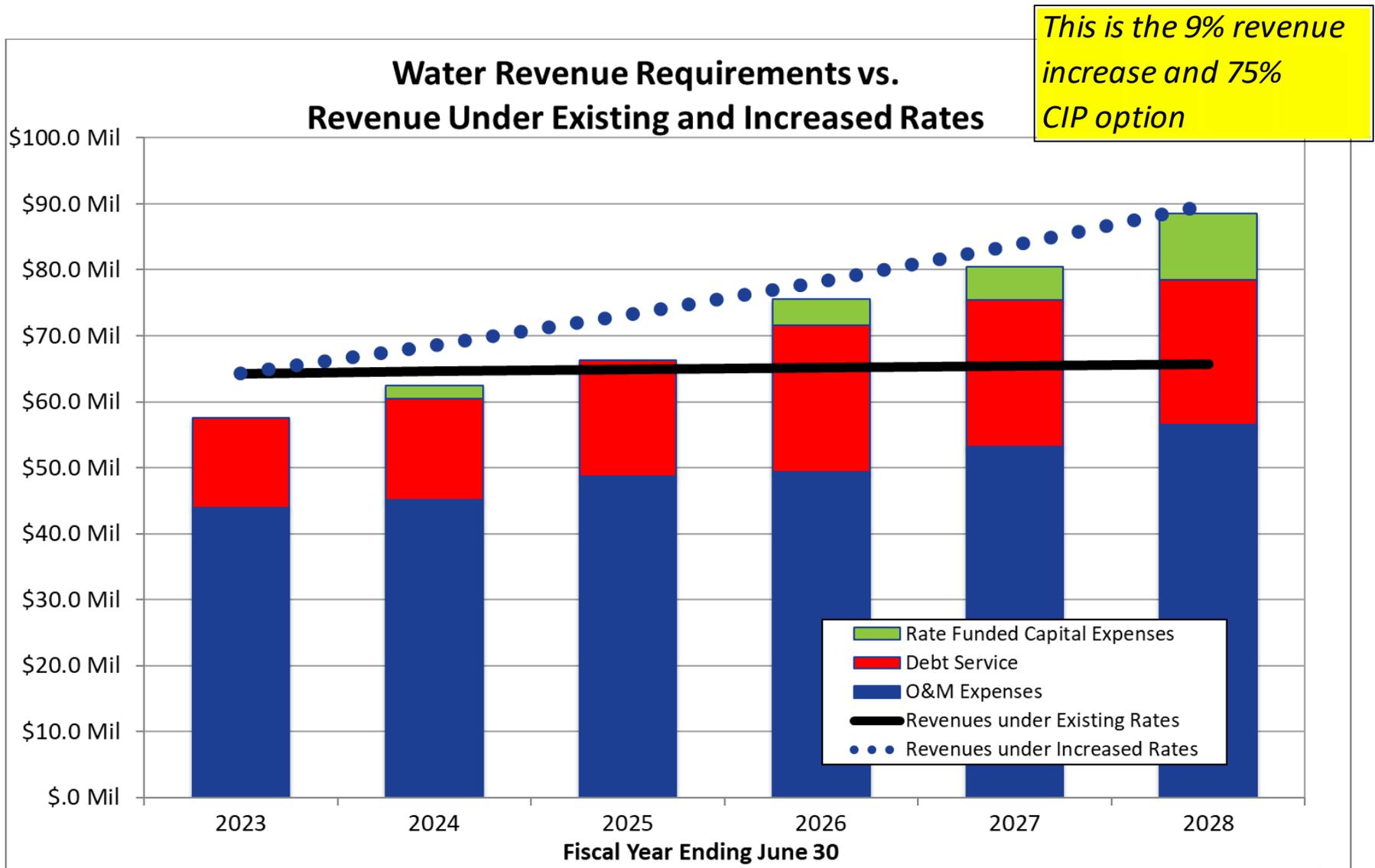
Summary of Financial Plan - Water

This is the 9% revenue increase and 75% CIP option

Summary of Sources and Uses of Funds and Net Revenue Requirements	Budget		5-Year Rate Adoption Period			
	2023	2024	2025	2026	2027	2028
Sources of Water Funds						
Rate Revenue Under Prevailing Rates	\$ 44,008,971	\$ 44,174,884	\$ 44,341,424	\$ 44,470,014	\$ 44,598,977	\$ 44,728,314
Property Tax Revenues	11,934,000	11,978,991	12,024,152	12,059,022	12,093,993	12,129,066
Hydroelectric Revenues	3,500,000	3,500,000	3,500,000	3,500,000	3,500,000	3,500,000
Surcharges & Other Income	2,093,010	2,100,901	2,108,821	2,114,937	2,121,070	2,127,221
Non-Rate Revenues	1,683,000	1,767,150	1,855,508	1,948,283	2,045,697	2,147,982
Interest Earnings	1,050,000	1,053,959	1,057,932	1,061,000	1,064,077	1,067,163
Total Sources of Funds	\$ 64,268,981	\$ 64,575,885	\$ 64,887,836	\$ 65,153,255	\$ 65,423,814	\$ 65,699,745
Uses of Water Funds						
Operating Expenses	\$ 43,867,733	\$ 45,104,076	\$ 48,664,524	\$ 49,394,546	\$ 53,243,112	\$ 56,536,734
Debt Service	13,670,053	15,358,498	17,612,606	22,141,007	22,233,477	21,938,549
Rate-Funded Capital Expenses	-	2,000,000	-	4,000,000	5,000,000	10,000,000
Total Use of Funds	\$ 57,537,786	\$ 62,462,574	\$ 66,277,130	\$ 75,535,553	\$ 80,476,589	\$ 88,475,282
Surplus (Deficiency) before Rate Increase	\$ 6,731,195	\$ 2,113,310	\$ (1,389,294)	\$ (10,382,297)	\$ (15,052,775)	\$ (22,775,537)
Additional Revenue from Rate Increases	-	3,975,740	8,340,622	13,119,944	18,356,119	24,091,741
Surplus (Deficiency) after Rate Increase	\$ 6,731,195	\$ 6,089,050	\$ 6,951,327	\$ 2,737,646	\$ 3,303,344	\$ 1,316,204
Projected Annual Revenue Increase	0.00%	9.00%	9.00%	9.00%	9.00%	9.00%
<i>Cumulative Revenue Increases</i>	<i>0.00%</i>	<i>9.00%</i>	<i>18.81%</i>	<i>29.50%</i>	<i>41.16%</i>	<i>53.86%</i>
Net Revenue Requirement¹	\$ 53,761,776	\$ 58,594,524	\$ 62,312,802	\$ 71,472,333	\$ 76,309,822	\$ 84,200,079

1. Total Use of Funds less non-rate revenues and interest earnings. This is the annual amount needed from water rates.

Revenue vs. Expenses - Water



Reserve Fund Summary - Water

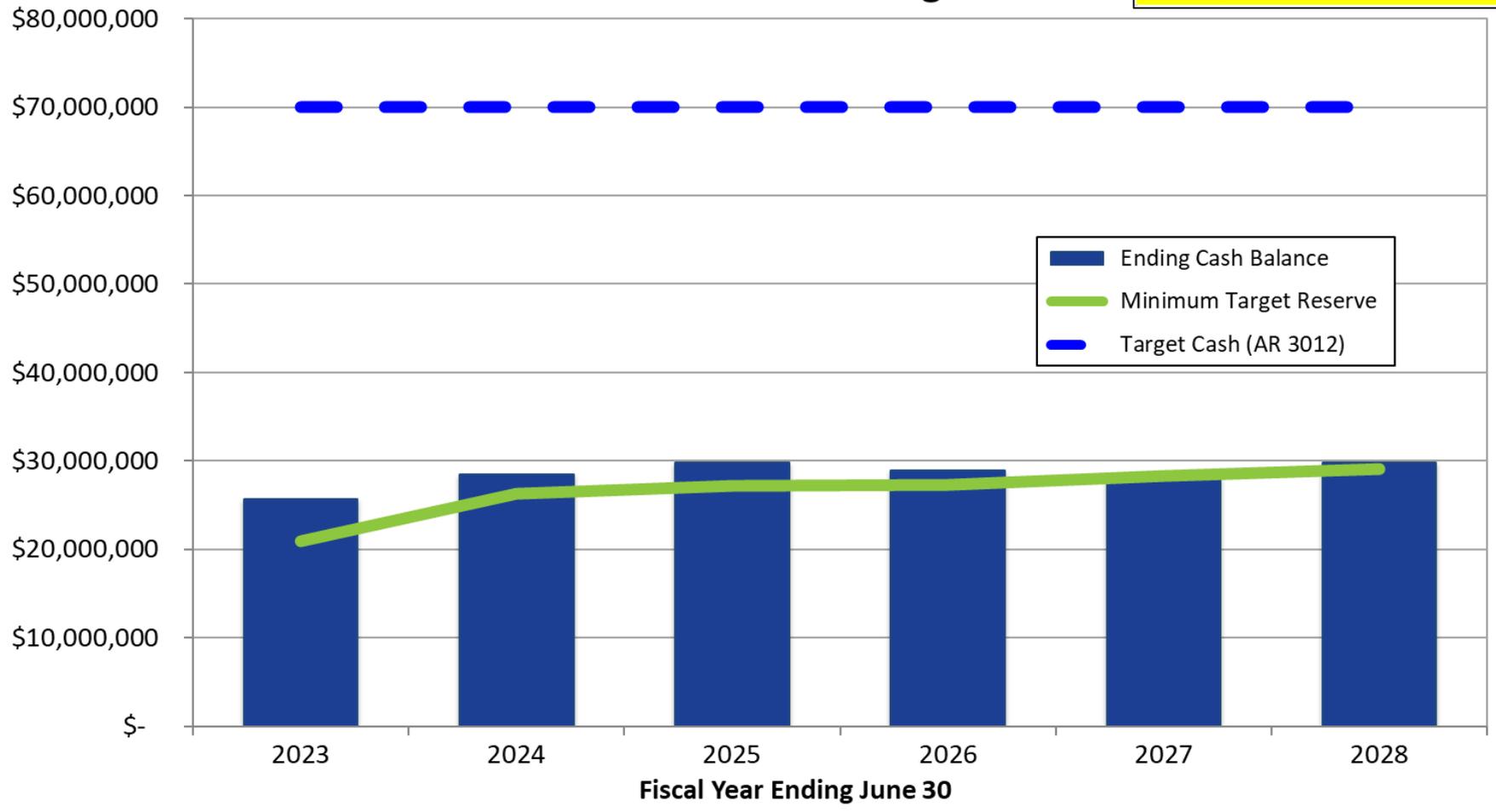
This is the 9% revenue increase and 75% CIP option

Beginning Reserve Fund Balances and Recommended Reserve Targets	Budget	5-Year Rate Adoption Period				
	2023	2024	2025	2026	2027	2028
Operating Reserve						
Ending Balance	\$ 11,417,000	\$ 16,604,000	\$ 17,530,000	\$ 17,731,000	\$ 18,681,000	\$ 19,495,000
<i>Recommended Minimum Target</i>	<i>10,967,000</i>	<i>16,276,000</i>	<i>17,166,000</i>	<i>17,349,000</i>	<i>18,311,000</i>	<i>19,134,000</i>
Capital Rehabilitation & Replacement Reserve						
Ending Balance	\$ 14,216,899	\$ 11,846,549	\$ 12,289,989	\$ 11,208,636	\$ 9,499,326	\$ 10,362,530
<i>Recommended Minimum Target</i>	<i>10,000,000</i>	<i>10,000,000</i>	<i>10,000,000</i>	<i>10,000,000</i>	<i>10,000,000</i>	<i>10,000,000</i>
Total Ending Balance	\$ 25,633,899	\$ 28,450,549	\$ 29,819,989	\$ 28,939,636	\$ 28,180,326	\$ 29,857,530
<i>Total Recommended Minimum Target</i>	<i>\$ 20,967,000</i>	<i>\$ 26,276,000</i>	<i>\$ 27,166,000</i>	<i>\$ 27,349,000</i>	<i>\$ 28,311,000</i>	<i>\$ 29,134,000</i>
<i>Surplus/Deficit</i>	<i>\$ 4,666,899</i>	<i>\$ 2,174,549</i>	<i>\$ 2,653,989</i>	<i>\$ 1,590,636</i>	<i>\$ (130,674)</i>	<i>\$ 723,530</i>

Reserve Fund Summary - Water

Ending Cash Balances vs.
Recommended Reserve Targets

This is the 9% revenue increase and 75% CIP option



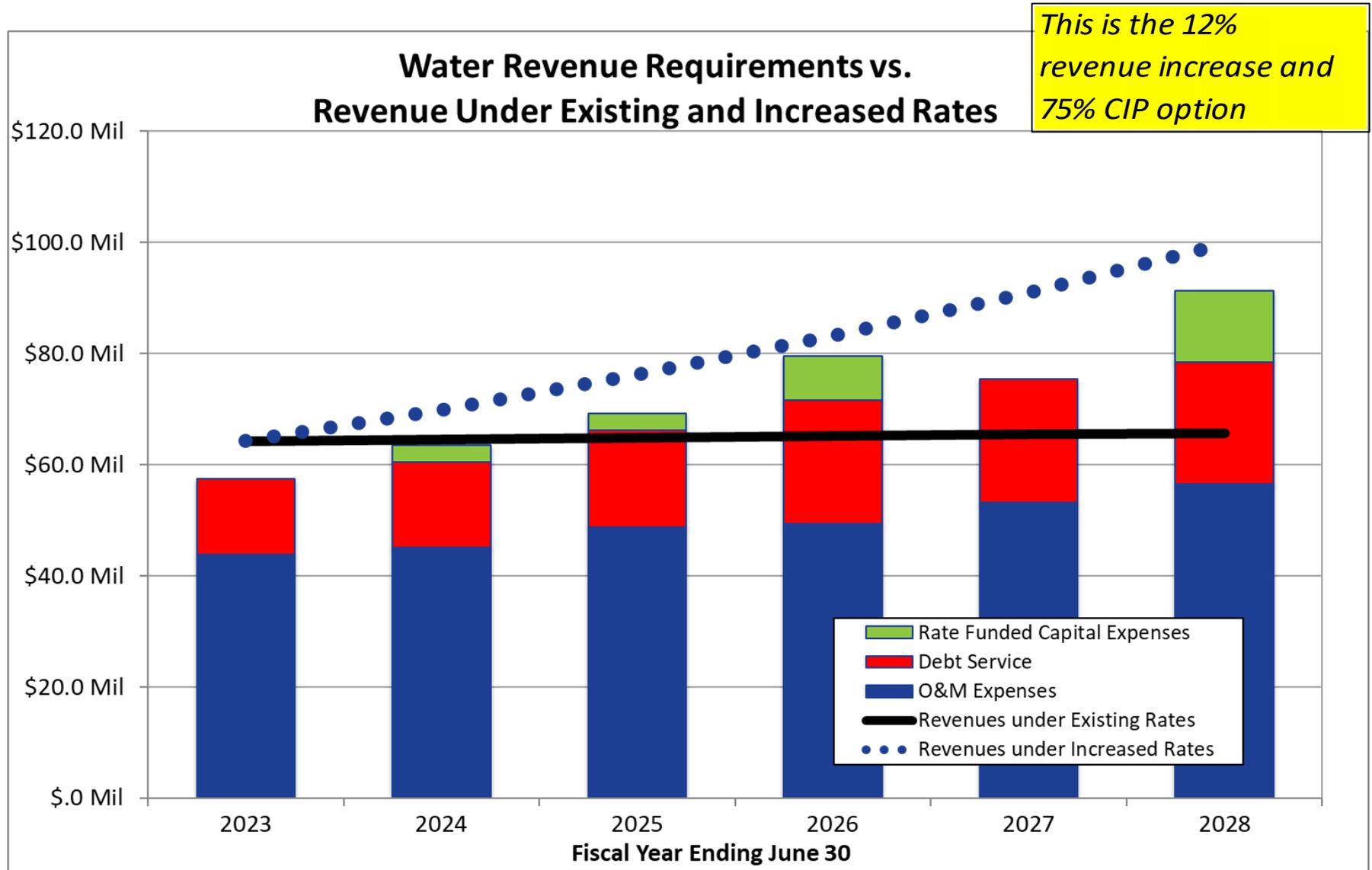
Summary of Financial Plan - Water

This is the 12% revenue increase and 75% CIP option

Summary of Sources and Uses of Funds and Net Revenue Requirements	Budget		5-Year Rate Adoption Period			
	2023	2024	2025	2026	2027	2028
Sources of Water Funds						
Rate Revenue Under Prevailing Rates	\$ 44,008,971	\$ 44,174,884	\$ 44,341,424	\$ 44,470,014	\$ 44,598,977	\$ 44,728,314
Property Tax Revenues	11,934,000	11,978,991	12,024,152	12,059,022	12,093,993	12,129,066
Hydroelectric Revenues	3,500,000	3,500,000	3,500,000	3,500,000	3,500,000	3,500,000
Surcharges & Other Income	2,093,010	2,100,901	2,108,821	2,114,937	2,121,070	2,127,221
Non-Rate Revenues	1,683,000	1,767,150	1,855,508	1,948,283	2,045,697	2,147,982
Interest Earnings	1,050,000	1,053,959	1,057,932	1,061,000	1,064,077	1,067,163
Total Sources of Funds	\$ 64,268,981	\$ 64,575,885	\$ 64,887,836	\$ 65,153,255	\$ 65,423,814	\$ 65,699,745
Uses of Water Funds						
Operating Expenses	\$ 43,867,733	\$ 45,104,076	\$ 48,664,524	\$ 49,394,546	\$ 53,243,112	\$ 56,536,734
Debt Service	13,670,053	15,358,498	17,612,606	22,141,007	22,233,477	21,938,549
Rate-Funded Capital Expenses	-	3,000,000	3,000,000	8,000,000	-	12,901,950
Total Use of Funds	\$ 57,537,786	\$ 63,462,574	\$ 69,277,130	\$ 79,535,553	\$ 75,476,589	\$ 91,377,232
Surplus (Deficiency) before Rate Increase	\$ 6,731,195	\$ 1,113,310	\$ (4,389,294)	\$ (14,382,297)	\$ (10,052,775)	\$ (25,677,487)
Additional Revenue from Rate Increases	-	5,300,986	11,280,458	18,007,154	25,578,377	34,098,258
Surplus (Deficiency) after Rate Increase	\$ 6,731,195	\$ 6,414,297	\$ 6,891,164	\$ 3,624,856	\$ 15,525,602	\$ 8,420,772
Projected Annual Revenue Increase	0.00%	12.00%	12.00%	12.00%	12.00%	12.00%
<i>Cumulative Revenue Increases</i>	<i>0.00%</i>	<i>12.00%</i>	<i>25.44%</i>	<i>40.49%</i>	<i>57.35%</i>	<i>76.23%</i>
Net Revenue Requirement¹	\$ 53,761,776	\$ 59,594,524	\$ 65,312,802	\$ 75,472,333	\$ 71,309,822	\$ 87,102,029

1. Total Use of Funds less non-rate revenues and interest earnings. This is the annual amount needed from water rates.

Revenue vs. Expenses - Water



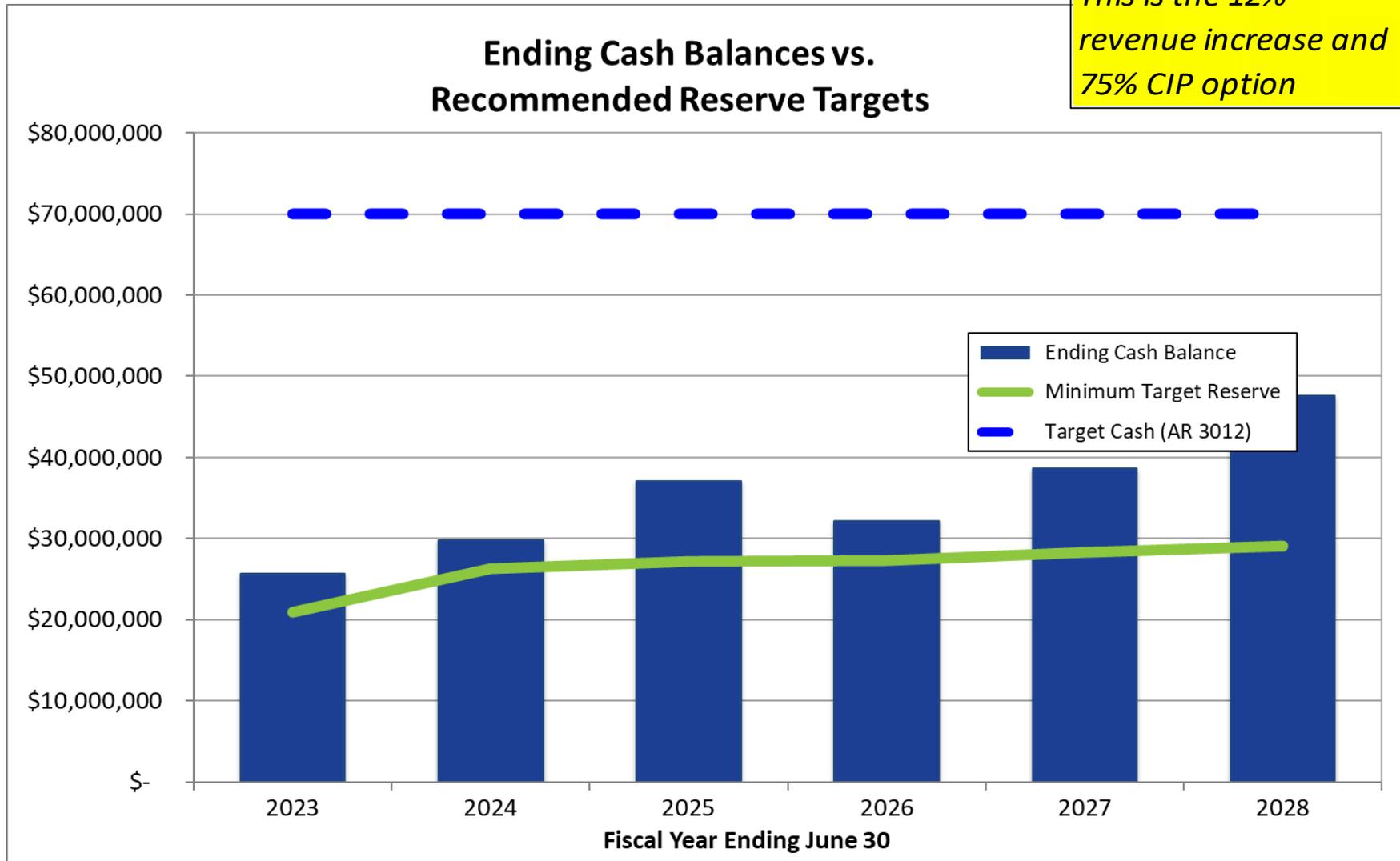
Reserve Fund Summary - Water

This is the 12% revenue increase and 75% CIP option

Beginning Reserve Fund Balances and Recommended Reserve Targets	Budget	5-Year Rate Adoption Period				
	2023	2024	2025	2026	2027	2028
Operating Reserve						
Ending Balance	\$ 11,417,000	\$ 16,604,000	\$ 17,547,000	\$ 17,823,000	\$ 18,722,000	\$ 19,629,000
<i>Recommended Minimum Target</i>	<i>10,967,000</i>	<i>16,276,000</i>	<i>17,166,000</i>	<i>17,349,000</i>	<i>18,311,000</i>	<i>19,134,000</i>
Capital Rehabilitation & Replacement Reserve						
Ending Balance	\$ 14,216,899	\$ 13,171,795	\$ 19,500,959	\$ 14,323,816	\$ 19,928,764	\$ 27,937,536
<i>Recommended Minimum Target</i>	<i>10,000,000</i>	<i>10,000,000</i>	<i>10,000,000</i>	<i>10,000,000</i>	<i>10,000,000</i>	<i>10,000,000</i>
Total Ending Balance	\$ 25,633,899	\$ 29,775,795	\$ 37,047,959	\$ 32,146,816	\$ 38,650,764	\$ 47,566,536
<i>Total Recommended Minimum Target</i>	<i>\$ 20,967,000</i>	<i>\$ 26,276,000</i>	<i>\$ 27,166,000</i>	<i>\$ 27,349,000</i>	<i>\$ 28,311,000</i>	<i>\$ 29,134,000</i>
<i>Surplus/Deficit</i>	<i>\$ 4,666,899</i>	<i>\$ 3,499,795</i>	<i>\$ 9,881,959</i>	<i>\$ 4,797,816</i>	<i>\$ 10,339,764</i>	<i>\$ 18,432,536</i>

Reserve Fund Summary - Water

This is the 12% revenue increase and 75% CIP option



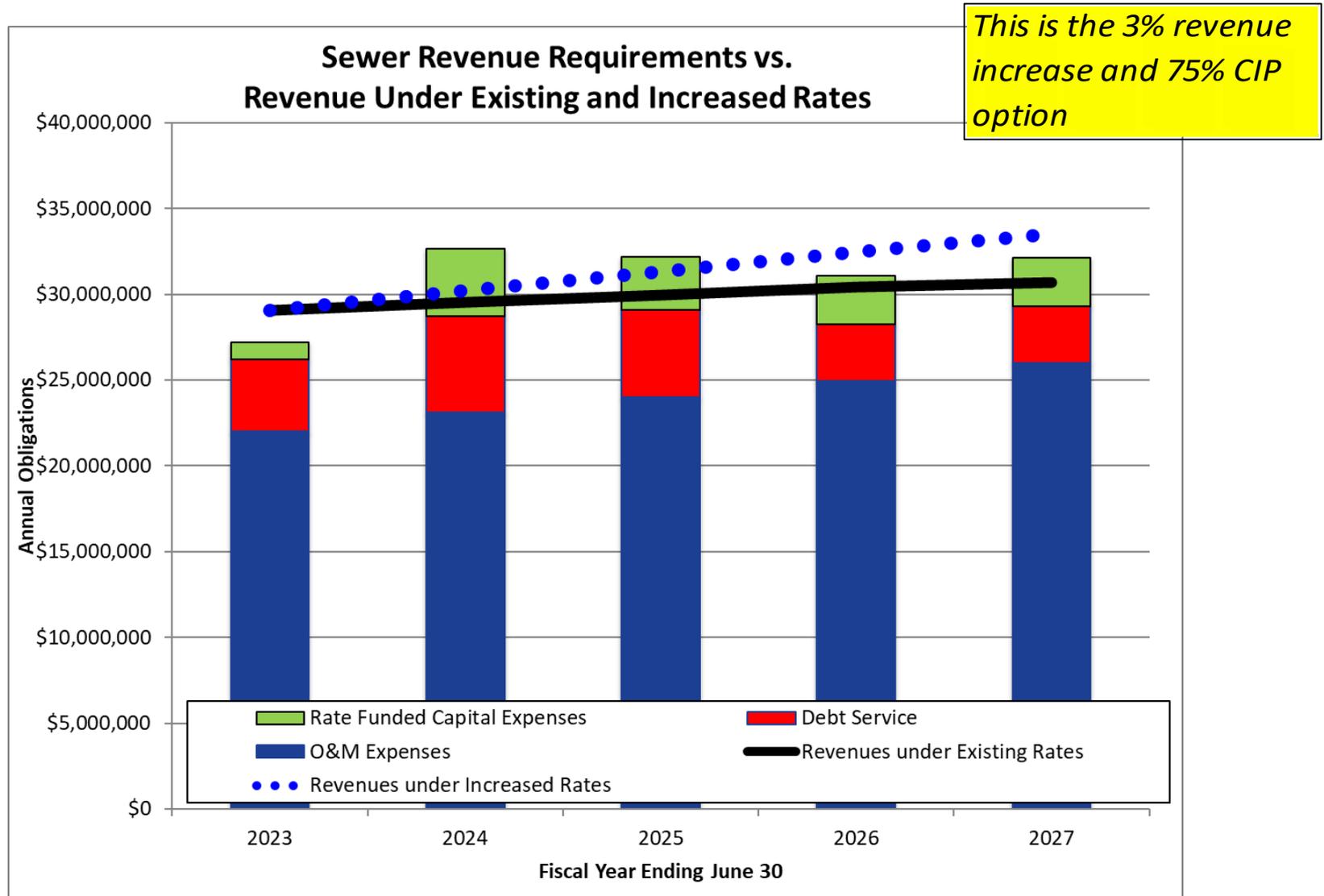
Summary of Financial Plan - Wastewater

This is the 3% revenue increase and 75% CIP option

Summary of Sources and Uses of Funds and Net Revenue Requirements	Budget	Projected				
	2023	2024	2025	2026	2027	2028
Sources of Sewer Funds						
Rate Revenue Under Current Rates	\$ 21,936,079	\$ 22,050,147	\$ 22,164,808	\$ 22,280,065	\$ 22,369,185	\$ 22,458,662
Recycled Water Sales	2,900,000	3,161,000	3,445,490	3,755,584	3,943,363	4,140,531
1% property tax revenues	3,900,000	3,978,000	3,998,686	4,019,479	4,035,557	4,051,699
Non-Rate Revenues	345,528	350,092	351,913	353,743	355,158	356,578
Total Sources of Funds	\$ 29,081,607	\$ 29,539,239	\$ 29,960,896	\$ 30,408,870	\$ 30,703,262	\$ 31,007,470
Uses of Sewer Funds						
Operating Expenses	\$ 21,992,573	\$ 23,092,202	\$ 24,015,890	\$ 24,976,526	\$ 25,975,587	\$ 27,014,610
Debt Service	4,198,442	5,628,482	5,087,471	3,295,067	3,338,723	3,381,831
Rate-Funded Capital Expenses	1,000,000	3,922,369	3,069,401	2,790,552	2,817,289	3,390,877
Total Use of Funds	\$ 27,191,016	\$ 32,643,052	\$ 32,172,763	\$ 31,062,144	\$ 32,131,598	\$ 33,787,318
Surplus (Deficiency) before Rate Increase	\$ 1,890,592	\$ (3,103,813)	\$ (2,211,867)	\$ (653,274)	\$ (1,428,336)	\$ (2,779,848)
Additional Revenue from Rate Increases	-	661,504	1,349,837	2,065,964	2,807,530	3,577,083
Surplus (Deficiency) after Rate Increase	\$ 1,890,592	\$ (2,442,309)	\$ (862,030)	\$ 1,412,689	\$ 1,379,194	\$ 797,235
Projected Annual Revenue Increase	0.00%	3.00%	3.00%	3.00%	3.00%	3.00%
Cumulative Revenue Increases	0.00%	3.00%	6.09%	9.27%	12.55%	15.93%
Net Revenue Requirement¹	\$ 26,845,488	\$ 32,292,960	\$ 31,820,850	\$ 30,708,402	\$ 31,776,441	\$ 33,430,740

1. Total Use of Funds less non-rate revenues and interest earnings. This is the annual amount needed from sewer rates.

Revenue vs. Expenses - Wastewater

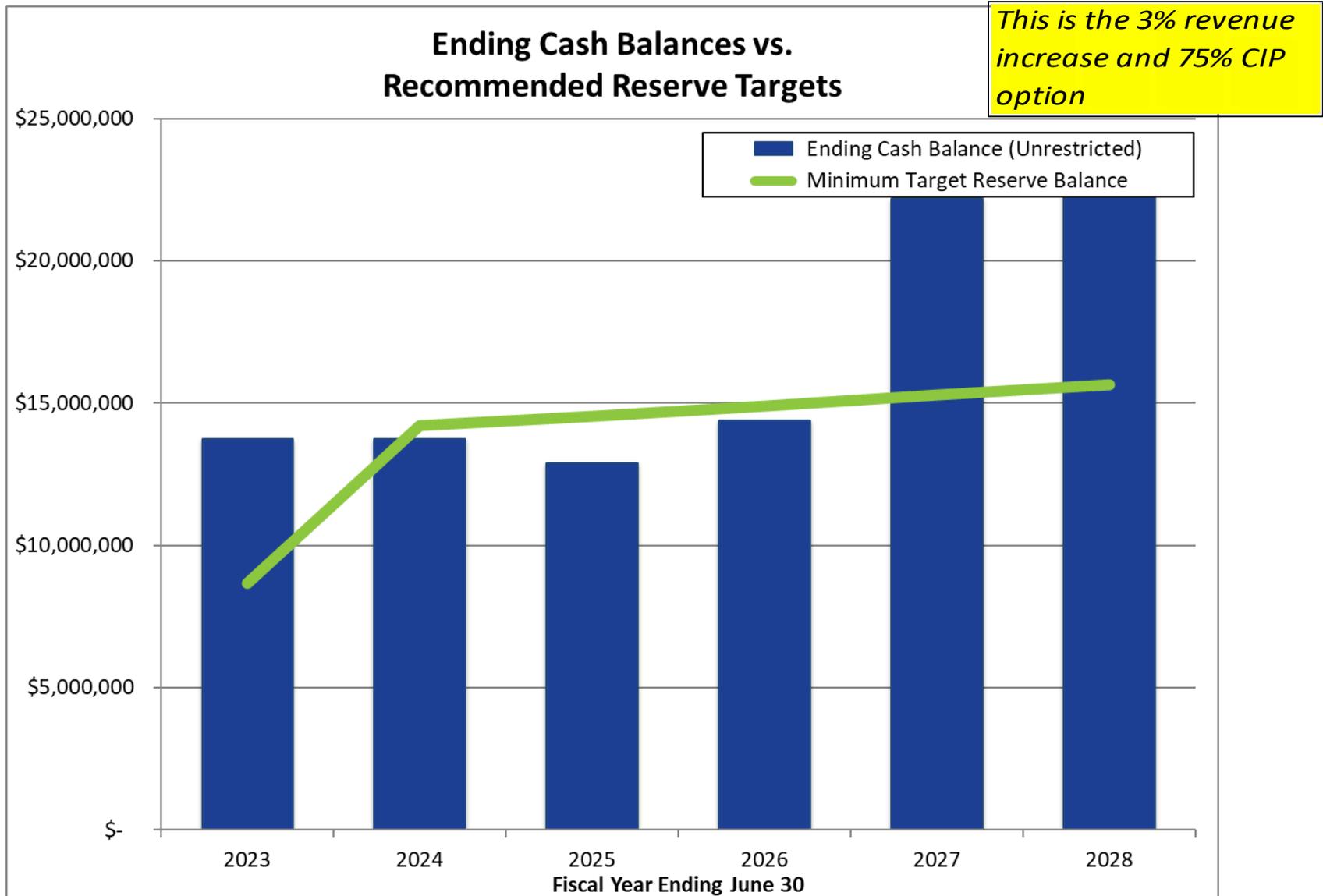


Reserve Fund Summary - Wastewater

This is the 3% revenue increase and 75% CIP option

Beginning Reserve Fund Balances and Recommended Reserve Targets	Budget	Projected				
	2023	2024	2025	2026	2027	2028
Operating Reserve						
Ending Balance	\$ 5,500,000	\$ 5,513,888	\$ 4,651,858	\$ 6,174,294	\$ 11,490,000	\$ 11,750,000
<i>Recommended Minimum Target</i>	<i>5,500,000</i>	<i>10,770,000</i>	<i>11,000,000</i>	<i>11,240,000</i>	<i>11,490,000</i>	<i>11,750,000</i>
Capital Rehabilitation & Replacement Reserve						
Ending Balance	\$ 8,229,452	\$ 8,229,452	\$ 8,229,452	\$ 8,229,452	\$ 10,697,581	\$ 11,406,727
<i>Recommended Minimum Target</i>	<i>1,349,900</i>	<i>1,540,000</i>	<i>1,590,000</i>	<i>1,640,000</i>	<i>1,690,000</i>	<i>1,740,000</i>
Total Ending Balance	\$ 13,729,452	\$ 13,743,340	\$ 12,881,310	\$ 14,403,746	\$ 22,187,581	\$ 23,156,727
<i>Total Recommended Minimum Target</i>	<i>\$ 8,677,900</i>	<i>\$ 14,203,000</i>	<i>\$ 14,550,000</i>	<i>\$ 14,909,000</i>	<i>\$ 15,278,000</i>	<i>\$ 15,660,000</i>
<i>Total Recommended Minimum Target</i>	<i>\$ 8,677,900</i>	<i>\$ 14,203,000</i>	<i>\$ 14,550,000</i>	<i>\$ 14,909,000</i>	<i>\$ 15,278,000</i>	<i>\$ 15,660,000</i>
<i>Surplus/Deficit</i>	<i>\$ 5,051,552</i>	<i>\$ (459,660)</i>	<i>\$ (1,668,690)</i>	<i>\$ (505,254)</i>	<i>\$ 6,909,581</i>	<i>\$ 7,496,727</i>

Reserve Fund Summary - Wastewater



Projected Coverage Ratio

This is the 9% water rate increase/3% sewer rate increase and 75% CIP Option for both. Total sources of funds include FCCs.

Selected Financial Plan Data Used to Calculate Coverage Ratios	Budget	5-Year Rate Adoption Period				
	2023	2024	2025	2026	2027	2028
Water Enterprise Net Revenue						
Total Sources of Water Funds (Excl. Rate Increases)	\$ 70,618,981	\$ 68,410,885	\$ 68,722,836	\$ 68,103,255	\$ 68,373,814	\$ 68,649,745
Revenue from Water Rate Increases	-	3,975,740	8,340,622	13,119,944	18,356,119	24,091,741
Subtotal: Water Revenue	\$ 70,618,981	\$ 72,386,624	\$ 77,063,458	\$ 81,223,199	\$ 86,729,932	\$ 92,741,487
Water Operating Expenses	\$ 43,867,733	\$ 45,104,076	\$ 48,664,524	\$ 49,394,546	\$ 53,243,112	\$ 56,536,734
Net Water Revenue	\$ 26,751,248	\$ 27,282,548	\$ 28,398,934	\$ 31,828,653	\$ 33,486,821	\$ 36,204,753
Sewer Enterprise Net Revenue						
Total Sources of Sewer Funds (Excl. Rate Increases)	\$ 33,421,607	\$ 33,639,239	\$ 32,625,896	\$ 33,073,870	\$ 32,753,262	\$ 33,057,470
Revenue from Sewer Rate Increases	-	661,504	1,349,837	2,065,964	2,807,530	3,577,083
Subtotal: Sewer Revenue	\$ 33,421,607	\$ 34,300,743	\$ 33,975,733	\$ 35,139,834	\$ 35,560,792	\$ 36,634,553
Sewer Operating Expenses	\$ 21,992,573	\$ 23,725,257	\$ 25,102,634	\$ 26,263,774	\$ 26,609,697	\$ 27,014,610
New Sewer Revenue	\$ 11,429,034	\$ 10,575,487	\$ 8,873,099	\$ 8,876,060	\$ 8,951,096	\$ 9,619,943
Total Net Revenue						
Total Net Revenue	\$ 38,180,282	\$ 37,858,034	\$ 37,272,032	\$ 40,704,713	\$ 42,437,917	\$ 45,824,696
Debt Service & Coverage						
Total Existing Senior Debt Service	\$ 10,771,539	\$ 14,691,719	\$ 20,165,446	\$ 15,455,572	\$ 15,453,393	\$ 15,068,500
Proposed New Debt Service		4,238,185	4,238,185	4,238,185	4,238,185	12,714,556
Total Senior Debt Service	\$ 10,771,539	\$ 18,929,904	\$ 24,403,631	\$ 19,693,757	\$ 19,691,578	\$ 27,783,055
Senior Debt Service Coverage	3.54	2.00	1.53	2.07	2.16	1.65
Total Subordinate Debt Service	\$ 7,096,956	\$ 6,295,261	\$ 5,534,631	\$ 5,742,317	\$ 5,880,622	\$ 6,013,695
All-in Debt Service Coverage	2.14	1.50	1.24	1.60	1.66	1.36
Net Revenues Available	\$ 20,311,786	\$ 12,632,870	\$ 7,333,770	\$ 15,268,639	\$ 16,865,717	\$ 12,027,945

Projected Coverage Ratio

This is the 12% water rate increase/3% sewer rate increase and 75% CIP Option for both. Total sources of funds include FCCs.

Selected Financial Plan Data Used to Calculate Coverage Ratios	Budget	5-Year Rate Adoption Period				
	2023	2024	2025	2026	2027	2028
Water Enterprise Net Revenue						
Total Sources of Water Funds (Excl. Rate Increases)	\$ 70,618,981	\$ 68,410,885	\$ 68,722,836	\$ 68,103,255	\$ 68,373,814	\$ 68,649,745
Revenue from Water Rate Increases	-	5,300,986	11,280,458	18,007,154	25,578,377	34,098,258
Subtotal: Water Revenue	\$ 70,618,981	\$ 73,711,871	\$ 80,003,294	\$ 86,110,409	\$ 93,952,190	\$ 102,748,003
Water Operating Expenses	\$ 43,867,733	\$ 45,104,076	\$ 48,664,524	\$ 49,394,546	\$ 53,243,112	\$ 56,536,734
Net Water Revenue	\$ 26,751,248	\$ 28,607,794	\$ 31,338,770	\$ 36,715,863	\$ 40,709,079	\$ 46,211,270
Sewer Enterprise Net Revenue						
Total Sources of Sewer Funds (Excl. Rate Increases)	\$ 33,421,607	\$ 33,639,239	\$ 32,625,896	\$ 33,073,870	\$ 32,753,262	\$ 33,057,470
Revenue from Sewer Rate Increases	-	661,504	1,349,837	2,065,964	2,807,530	3,577,083
Subtotal: Sewer Revenue	\$ 33,421,607	\$ 34,300,743	\$ 33,975,733	\$ 35,139,834	\$ 35,560,792	\$ 36,634,553
Sewer Operating Expenses	\$ 21,992,573	\$ 23,725,257	\$ 25,102,634	\$ 26,263,774	\$ 26,609,697	\$ 27,014,610
New Sewer Revenue	\$ 11,429,034	\$ 10,575,487	\$ 8,873,099	\$ 8,876,060	\$ 8,951,096	\$ 9,619,943
Total Net Revenue						
Total Net Revenue	\$ 38,180,282	\$ 39,183,281	\$ 40,211,869	\$ 45,591,923	\$ 49,660,175	\$ 55,831,212
Debt Service & Coverage						
Total Existing Senior Debt Service	\$ 10,771,539	\$ 14,691,719	\$ 20,165,446	\$ 15,455,572	\$ 15,453,393	\$ 15,068,500
Proposed New Debt Service		4,238,185	4,238,185	4,238,185	4,238,185	12,714,556
Total Senior Debt Service	\$ 10,771,539	\$ 18,929,904	\$ 24,403,631	\$ 19,693,757	\$ 19,691,578	\$ 27,783,055
Senior Debt Service Coverage	3.54	2.07	1.65	2.32	2.52	2.01
Total Subordinate Debt Service	\$ 7,096,956	\$ 6,295,261	\$ 5,534,631	\$ 5,742,317	\$ 5,880,622	\$ 6,013,695
All-in Debt Service Coverage	2.14	1.55	1.34	1.79	1.94	1.65
Net Revenues Available	\$ 20,311,786	\$ 13,958,116	\$ 10,273,606	\$ 20,155,849	\$ 24,087,975	\$ 22,034,462

Proposed Rate Simplification

Base Charges

➤ **Water**

- Combine *Single Family* and *Ag/Small Farm with Residence*
- Combine *Multi-Family* and *Commercial/Landscape and Recreational Turf*
- Keep *Ag Without Residence* and *Raw Water Metered*

➤ **Recycled Water**

- Leave as is

Commodity Charges

➤ **Water**

- Leave as is

➤ **Recycled Water**

- Remove all tiers and have rate be the same for all Residential, Commercial, and Recreational Turf
- Use median rate

Next Steps and Schedule

Next Steps

- Incorporate feedback from today's discussion into potential rate designs
- Continue cost of service analysis by utility
 - ❖ Water
 - ❖ Wastewater
 - ❖ Recycled water
- Return to Board to receive Board direction on final rate design

RATE STUDY SCHEDULE

Kickoff Meeting, Data Collection, Initial Review	March-June 2023
Cost of Service Analysis	June 2023
Rate Design Analysis	April-August 2023
Public Meetings and Workshops	August-September 2023
Proposition 218 Notices Issued	September 2023
Public Rate Hearing	October/November 2023
2024-2025 Operating Budget Workshop	October 23, 2023
2024-2025 Operating Budget Adoption	November 14, 2023



QUESTIONS AND DISCUSSION

EL DORADO IRRIGATION DISTRICT

SUBJECT: Consider ratifying EID General Warrant Registers for the periods ending July 18, July 25 and August 1, 2023, and Employee Expense Reimbursements for these periods.

PREVIOUS BOARD ACTION

The Board ratifies the District’s General Warrant Registers at each regular meeting of the Board.

BOARD POLICIES (BP), ADMINISTRATIVE REGULATIONS (AR) AND BOARD AUTHORITY

Section 24600 of the Water Code provides that no claim shall be paid unless allowed by the Board.

SUMMARY OF ISSUE

District staff notifies the Board of proposed payments via email and requests ratification of the warrant registers at the subsequent regular meeting of the Board. Copies of the Warrant Registers are sent to the Board on the Friday preceding the Warrant Register’s date. If no comment or request to withhold payment is received from any Director prior to the following Tuesday morning, the warrants are mailed out and formal ratification of said warrants is agendized on the next regular Board agenda.

BACKGROUND/DISCUSSION

Current Warrant Register Information

Warrants are prepared by Accounts Payable; reviewed and approved by the Finance Manager, the Director of Finance and the General Manager or their designee.

Register Date	Check Numbers	Amount
July 18 ,2023	704994 - 705147	\$2,343,784.87
July 25, 2023	705148 - 705279	\$1,988,522.88
August 1, 2023	705280 - 705403	\$659,337.16

Current Employee Expense Reimbursements

Employee Expenses and Reimbursements have been reviewed and approved by the Finance Manager and General Manager prior to the warrants being released. These expenses and reimbursements are for activities performed in the interest of the District in accordance with Board Policy 12065 and Resolution No. 2007-059.

Additional information regarding Board and employee expense reimbursements is available for copying or public inspection at District headquarters in compliance with Government Code Section 53065.5.

BOARD OPTIONS

Option 1: Ratify the EID General Warrant Register and Employee Expense Reimbursements as submitted.

Option 2: Take other action as directed by the Board.

Option 3: Take no action.

RECOMMENDATION

Option 1

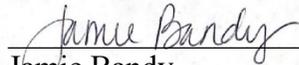
ATTACHMENTS

Attachment A: Executive Summaries

Attachment B: Employee Expense Reimbursements totaling \$100 or more



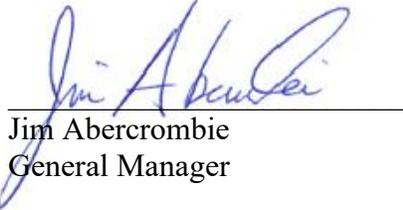
Rebecca Lane
Finance and Accounting Manager



Jamie Bandy
Finance Director



Jennifer Sullivan
Clerk to the Board



Jim Abercrombie
General Manager

July 13, 2023

To: Jim Abercrombie, General Manager
From: Becky Belgram, Acting Finance Manager
Via: Jamie Bandy, Director of Finance
RE: Warrant Register Executive Summary Approval

Attached is the summary for July 18, 2023 for your review and approval.

Executive Summary for July 18, 2023 -- \$2,343,784.87:

This summary highlights significant disbursements made by major business activity:

Development Services (Fund 105)

- \$36,870—Domenichelli and Associates, Inc. for construction inspection services
- \$3,107—Gerald Flanagan for a refund on a deposit payment
- \$11,338—Zanjero for surface water hydrology assessment

General District Operations (Fund 110)

- \$19,001—Advanced Gases & Equipment, Inc. for a 4ft X 8ft plasma table and welding supplies
- \$3,540—Alcon General Engineering for a credit balance refund on customer account
- \$3,688—Bay Cities Paving & Grading for a credit balance refund on customer account
- \$9,013—CDW Government for software license renewals
- \$168,843—Dell Marketing, LP for software license and support renewal
- \$99,426—Infor Public Sector, Inc. for annual software maintenance renewal
- \$3,753—Joseph Konefal for a credit balance refund on customer account
- \$8,601—Kronos Saashr, Inc. for timekeeping software
- \$15,257—Pace Supply Corporation for warehouse inventory
- \$5,000—Pitney Bowes Reserve Account for postage for warehouse meter

Engineering Operations (Fund 210) – none to report

Water Operations (Fund 310)

- \$3,674—CD & Power for generator repair parts and labor
- \$9,385—Clean Harbors Environmental Services, Inc. for emergency diesel spill response services at Reservoir 2
- \$3,509—Eclipse Mapping and GIS, LLC for handheld GPS kit at EDHWTP
- \$7,698—Hach Company for a digital PH sensor, a laser turbidimeter and flow cell assembly
- \$7,454—Industrial Electrical Co. for annual generator service at Reservoir 1, Reservoir A and Strawberry and Outingdale water treatment plants
- \$14,099—Univar Solutions USA, Inc. for sodium hypochlorite at Reservoir A
- \$3,250—Youngdahl Consulting Group, Inc. for compaction testing

Wastewater Operations (Fund 410)

- \$6,284—CLS Labs for regulatory lab testing
- \$4,623—Flo-Line Technology, Inc. for pump repair parts for Promontory #2 Lift Station
- \$80,473—Hach Company for various sensors, controllers, probes and annual service agreement renewals for EDHWWTP and DCWWTP
- \$4,902—Herc Rentals, Inc. for a dump truck rental
- \$55,839—Synagro West, LLC for sludge hauling and disposal at EDHWWTP and DCWWTP
- \$6,733—Univar Solutions USA, Inc. for sodium hydroxide at DCWWTP
- \$15,437—Veolia Water Technologies Treatment Solutions USA, Inc. for ultraviolet products at DCWWTP

Recycled Water Operations (Fund 510)

- \$9,995—Blue Earth Products for filter media at EDHWWTP
- \$17,451—Univar Solutions USA, Inc. for sodium hypochlorite and sodium hydroxide at EDHWWTP

Hydroelectric Operations (Fund 610)

- \$3,273—California Compression, LLC for air compressor repair parts and labor
- \$3,915—J.M. Equipment, Inc. for a sideloader rental
- \$13,125—Technical Systems, Inc. for reporting support related to SCADA

Recreation Operations (Fund 710)

- \$3,775—Crusader Fence Company, LLC for the installation of gate arm and timer at Sly Park gatehouse
- \$33,196—Talmo & Associates, Inc. for temporary labor at Sly Park Recreation

Capital Improvement Projects (Construction Funds 140, 340, 440, 540, 640 and 740)

- \$10,540—Area West Engineers, Inc. for topographic boundary survey services – Sly Park Intertie Improvement (Project #21079.01)
- \$7,329—Costa Fencing, Inc. for gate repair services at Reservoir 2 – EDM1PRS4 (Project #20016.02)
- \$16,833—Domenichelli and Associates, Inc. for engineering design and inspection services:
 - >Project #21081.01 – Motherlode Force Main Replacement Program (\$16,473)
 - >Project #21018.01 – 2022 Collection Pipeline Rehabilitation (\$360)
- \$8,792—El Dorado County Transportation Department for encroachment inspections – Water Service Line Replacement (Project #23002.01)
- \$21,510—GHD, Inc. for engineering design services:
 - >Project #STUDY2021.01 – 2021 Tunnel Assessment (\$15,063)
 - >Project #STUDY2022.01 – 2022 Flume Assessment (\$4,744)
 - >Project #17041.01 – Flume 30 Rehabilitation Project (\$1,179)
 - >Project #21047.01 – Flume 4 Replacement (\$175)
 - >Project #21048.01 – Flume 5 Replacement (\$175)
 - >Project #21049.01 – Flume 6 Replacement (\$174)
- \$8,898—Hastie’s Capitol Sand and Gravel Co. for rock deliveries at various locations – Water Service Line Replacement (Project #23002.01)
- \$9,544—Herwit Engineering for engineering construction support:
 - >Project #18035.01 – EDHWWTP WAS DAFT Rehabilitation (\$2,232)
 - >Project #22035.01 – DCWWTP Blower Replacement (\$7,312)
- \$78,181—Joe Vicini, Inc. for asphalt patch paving services – Water Service Line Replacement (Project #23002.01)
- \$15,336—MCK Americas, Inc. for construction inspection services – EDM2 Condition Assessment (Project #STUDY15.01)
- \$29,823—MGE Engineering, Inc. for construction engineering services – Flume 45 Abutment Replacement (Project #17025.01)
- \$6,363—Sage Energy Consulting for consulting services – Solar Assessment and Design (Project #16030.01)
- \$487,524—Syblon Reid for construction services (\$513,183) – DCWWTP Blower Replacement (Project #22035.01). Retention held \$25,659
- \$318,156—Teichert Construction for construction services (\$334,901) – Motherlode Force Main Replacement Program (Project #21081.01). Retention held \$16,745
- \$67,992—Water Works Engineers, LLC for engineering design services:
 - >Project #21009.01 – Diversion-Fish Ladder Improvements (\$3,621)
 - >Project #17035.01 – Green Valley Bridge Relocation (\$11,477)
 - >Project #22039.01 – EDHWWTP Filter 5 Rehabilitation (\$14,579)
 - >Project #22038.01 – Reservoir A Valve Replacement (\$38,315)
- \$474,187—WesTech Engineering, Inc. for filter and clarifier equipment – EDHWWTP Filter 5 Rehabilitation (Project #22039.01)

July 21, 2023

To: Jim Abercrombie, General Manager
From: Becky Belgram, Acting Finance Manager
Via: Jamie Bandy, Director of Finance
RE: Warrant Register Executive Summary Approval

Attached is the summary for July 25, 2023 for your review and approval.

Executive Summary for July 25, 2023 -- \$1,988,522.88:

This summary highlights significant disbursements made by major business activity:

Development Services (Fund 105) – none to report

General District Operations (Fund 110)

- \$31,393—Aqua Metric Sales Company for 20 fire hydrant water meters
- \$30,003—Association of California Water Agencies/JPIA for cyber liability insurance
- \$13,857—AT&T for phone and internet service
- \$3,087—C & H Motor Parts, Inc. for miscellaneous vehicle maintenance supplies
- \$7,904—CDW Government for software renewal
- \$4,325—Cintas Corporation for uniform cleaning and janitorial supplies and services at various locations
- \$7,300—Commerce Printing Service for newsletter printing services
- \$23,093—Dataprose, LLC for June 2023 billing services
- \$3,293—Downey Brand, LLP for legal services
- \$29,474—Hunt & Sons, Inc. for card lock fuel and fuel deliveries at various locations
- \$13,300—NBS for cost of service study and analysis
- \$20,471—PG&E for a claim payout for electric pole and line damages
- \$9,500—Reeb Government Relations, LLC for August 2023 retainer
- \$4,584—U.S. Bank for software subscriptions, employee classes and webinars, recruitment advertising and meals

Engineering Operations (Fund 210)

- \$3,872—Backflow Technologies, Inc. for backflow preventer check modules and valve repair kits
- \$76,576—El Dorado County Auditor-Controller for 2023/2024 LAFCO fees

Water Operations (Fund 310)

- \$69,365—Blain Stumpf Trucking for residual solids removal and disposal services at Reservoir A and Reservoir 1
- \$4,134—Dudek for biological survey services
- \$3,879—DXP Enterprises, Inc. for a pump motor, seal and O-ring
- \$3,509—Eclipse Mapping and GIS, LLC for a submeter receiver kit
- \$128,760—ERS Industrial Services, Inc. for clarifier screen installation at EDHWTP
- \$14,001—GEI Consultants, Inc. for biological resource support – Right of Way Reinforcement Program (T2022.06)
- \$3,278—Hach Company for a digital controller
- \$3,129—Hastie’s Capitol Sand and Gravel Co. for rock deliveries
- \$5,323—Pace Supply Corporation for fire hydrant hose nozzles, couplings and a heavy duty steel cover
- \$224,058—PG&E for electric service
- \$3,309—USA Bluebook for scales, pipets, triodes and polymer eductors

Wastewater Operations (Fund 410)

- \$3,195—DFK Solutions Group, LLC for sewer spill training
- \$11,981—Herc Rentals, Inc. for a vacuum assisted pump rental
- \$19,691—Joe Vicini, Inc. for asphalt patch paving services
- \$10,744—Lhoist North America of Arizona, Inc. for quicklime at DCWWTP
- \$433,543—PG&E for electric service
- \$6,296—Robertson-Bryan, Inc. for consulting services related to regulatory permitting
- \$8,940—Solenis, LLC for flocculant at EDHWWTP
- \$16,949—USALCO Modesto Plant, LLC for polyaluminum chloride at EDHWWTP
- \$9,816—Veolia Water Technologies Treatment Solutions USA, Inc. for ultraviolet products at EDHWWTP

Recycled Water Operations (Fund 510)

- \$28,086—PG&E for electric service

Hydroelectric Operations (Fund 610)

- \$8,342—Grainger for umbrellas and vibration switches
- \$10,254—PG&E for electric service
- \$5,500—Sierra Pacific Industries for rock removal services above canal

Recreation Operations (Fund 710) – none to report

Capital Improvement Projects (Construction Funds 140, 340, 440, 540, 640 and 740)

- \$5,995—A T.E.E.M. Electrical Engineering for electrical and engineering services:
 - >Project #21040.01 – Water Facility Generators - FEMA Grant (\$2,445)
 - >Project #19033.01 – Reservoir A PLC Replacement (\$3,550)
- \$16,794—Aecom Technical Services, Inc. for environmental reporting services – Permit 21112 Change in Point of Diversion (Project #16003.01)
- \$8,632—Carollo Engineers, Inc. for construction management services – Integrated Water Resources Master Plan (Project #STUDY10.01)
- \$7,875—Dudek for biological survey services:
 - >Project #17025.01 – Flume 45 Abutment Replacement (\$2,610)
 - >Project #21013.01 – Flumes 45A, 46A, 47A, and 47B Replacement (\$1,295)
 - >Project #18023.01 – Acorn Day Use Area (\$3,970)
- \$21,932—Edward R. Bacon Company, Inc. for an impeller – Acorn Day Use Area (Project #18023.01)
- \$9,181—EN2 Resources, Inc. for noxious weed monitoring and reporting services – FERC: C44 Noxious Weed Monitoring (Project #08025H.01)
- \$289,242—Express Sewer & Drain, Inc. for manhole rehabilitation services at 14 locations (\$304,465) – 2022 Collections Pipeline Rehabilitation Project (Project #21018.01). Retention held \$15,223
- \$3,329—Far Western Anthropological Research Group, Inc. for compliance services – Flume 45 Section 3 Replacement (Project #22014.01)
- \$31,962—GHD, Inc. for engineering and design services:
 - >Project #21008.01 – Diversion-Facility Upgrades (\$3,808)
 - >Project #21013.01 – Flumes 45A, 46A, 47A, and 47B Replacement (\$499)
 - >Project #22014.01 – Flume 45 Section 3 Replacement (\$27,655)
- \$18,125—Green Dream International, LLC for crushed rock – 47C Access Road (Project #20039.01)
- \$31,550—ICM Group, Inc. for construction management and inspection services:
 - >Project #17034.01 – Wastewater Collection Facility Relocation (\$1,805)
 - >Project #18035.01 – EDHWTP WAS DAFT Rehabilitation (\$4,205)
 - >Project #21081.01 – Motherlode Force Main Replacement Program (\$24,890)
 - >Project #22035.01 – DCWWTP Blower Replacement (\$650)
- \$30,086—Joe Vicini, Inc. for asphalt patch paving services – Water Service Line Replacement (Project #23002.01)
- \$9,450—Peterson Brustad, Inc. for design services – FERC: C50.1 Silver Lake Campground East Re-Construction (Project #06082H.02)
- \$23,000—Raftelis for business and technical consulting services – Hansen 7 Software Replacement (Project #18055.01)
- \$47,123—TNT Industrial Contractors, Inc. for construction services (\$49,603) – EDHWWTP WAS DAFT Rehabilitation (Project #18035.01). Retention held \$2,480
- \$5,154—Water Works Engineers, LLC for general engineering services – Bass Lake Tank #2 Structural (Project #23020.01)
- \$23,590—Zanjero for strategic support and technical assistance – Permit 21112 Change in Point of Diversion (Project #16003.01)

July 27, 2023

To: Jim Abercrombie, General Manager
From: Becky Belgram, Acting Finance Manager
Via: Jamie Bandy, Director of Finance
RE: Warrant Register Executive Summary Approval

Attached is the summary for August 1, 2023 for your review and approval.

Executive Summary for August 1, 2023 -- \$659,337.16:

This summary highlights significant disbursements made by major business activity:

Development Services (Fund 105) – none to report

General District Operations (Fund 110)

- \$4,998—ABM Janitorial Services for janitorial services at headquarters
- \$5,092—AT&T for phone, internet and wide area network service
- \$3,393—C & H Motor Parts, Inc. for miscellaneous vehicle maintenance supplies
- \$4,643—CDW Government for RSA SecurID hardware tokens
- \$5,482—City of Placerville for April, May and June water and sewer service
- \$21,281—Hunt & Sons, Inc. for card lock fuel
- \$3,747—Kyocera Document Solutions Northern California, Inc. for a printer and print services
- \$9,880—Sierra Nevada Tire and Wheel for tires and service calls

Engineering Operations (Fund 210)

- \$6,922—Kleinfelder, Inc. for hydroelectric compliance mussel monitoring services

Water Operations (Fund 310)

- \$10,422—CFM-S, Inc. for a phosphate monitor at EDHWTP
- \$5,652—Ferguson Enterprises, LLC for an automatic hydrant flushing station, tube cutters, a tape measure and other miscellaneous operating supplies
- \$3,519—Frank A. Olsen Company for a control valve at EDHWTP
- \$4,000—Macauley Construction, Inc. for asphalt patch paving services
- \$21,203—Mountain Counties Water Resource Association for annual dues for fiscal year 2023-2024
- \$12,370—Pace Supply Corporation blue pipe, a coupling, and a repair clamp
- \$4,896—Pollock Pines True Value for spray paint, copper pipe, hedge shears, solvent and other miscellaneous operating supplies and tools
- \$73,720—U.S. Bureau of Reclamation for Folsom water deliveries and restoration fund payments
- \$30,449—Univar Solutions USA, Inc. for sodium hypochlorite and sodium hydroxide at EDHWTP and Reservoir A
- \$3,597—YSI, Inc. for Camp Creek flow meter repair supplies and labor

Wastewater Operations (Fund 410)

- \$5,020—CASA for flow and loading study phase 2B supplement contribution
- \$72,568—Celadon Holdco, LLC for solar electric service at EDHWWTP and DCWWTP
- \$4,918—CLS Labs for regulatory lab testing
- \$5,187—El Dorado County Transportation Department for encroachment inspections
- \$6,608—Univar Solutions USA, Inc. for sodium hydroxide at DCWWTP

Recycled Water Operations (Fund 510)

- \$12,370—Carollo Engineers, Inc. for Bridlewood Tank analysis
- \$20,256—Univar Solutions USA, Inc. for sodium hydroxide at EDHWWTP

Hydroelectric Operations (Fund 610)

- \$5,720—A & P Helicopters, Inc. for helicopter services
- \$23,042—Federal Energy Regulatory Commission for annual hydropower charges
- \$14,510—Sell Lumber Corporation for treated lumber
- \$4,000—Ultra Truck Works, Inc. for a deposit toward a truck camper shell

Recreation Operations (Fund 710)

- \$7,438—A.C. Septic Service for septic service at Sly Park Recreation
- \$54,990—Talmo & Associates, Inc. for temporary labor at Sly Park Recreation

Capital Improvement Projects (Construction Funds 140, 340, 440, 540, 640 and 740)

- \$3,091—Apex Underground Supply for splitter cables – Water Service Line Replacement (Project #23002.01)
- \$7,839—Carollo Engineers, Inc. for engineering services and grant application support:
 - >Project #STUDY03.01 – Water Treatment Plant Assessments-Reservoir 1 (\$5,055)
 - >Project #STUDY27.01 – CIP Funding Strategy Development (\$2,784)
- \$16,096—Core & Main, LP for a valve, iron pipe and couplings – 18” Valve Upgrade (Project #23025.01)
- \$4,702—El Dorado County Transportation Department for encroachment inspections – Motherlode Force Main Replacement Program (Project #21081.01)
- \$6,609—Far Western Anthropological Research Group, Inc. for compliance services – Flume 45 Section 3 Replacement (Project #22014.01)
- \$4,064—GEI Consultants, Inc. for biological resource survey and monitoring services:
 - >Project #17028.01 – Flume 48 Replacement (\$2,155)
 - >Project #21013.01 – Flumes 45A, 46A, 47A, and 47B Replacement (\$1,909)
- \$42,864—Green Dream International, LLC for crushed aggregate – 47C Access Road (Project #20039.01)
- \$5,207—Herc Rentals, Inc. for a water truck rental – 47C Access Road (Project #20039.01)
- \$27,314—Stantec Consulting Services, Inc. for an environmental impact report – Sly Park Intertie Improvements (Project #21079.01)

Employee Expense Reimbursements
Warrant Registers dated 07/18/23 - 08/01/23

EMPLOYEE	DESCRIPTION	AMOUNT
Rebecca Stone	T4 Water Treatment Operator Exem And Certification	\$235.00
Steven Laguna	Ceiling Fan For Camp 1 House	\$139.64
Brian Poulsen	Travel Expenses To Attend Conference	\$1,125.81
Elizabeth Leeper	Travel Expenses To Attend Workshop	\$201.38
Russell St. Thomas	Food For Emergency Response Crew	\$145.22
William Petterson	Water Distribution Operator Grade 5 Certification Renewal	\$105.00
Aaron Dinsdale	Principles Of Real Estate Law Training/Certification	\$415.00
Fredy Zaban	Travel Expenses To Attend Software Training	\$315.42
		\$2,682.47

EL DORADO IRRIGATION DISTRICT

SUBJECT: Consider approving a contract amendment to G3 Engineering Inc. in the not-to-exceed amount of \$77,000 for the purchase of a clear well water pump at the El Dorado Hills Water Treatment Plant and authorize additional funding of \$3,000 for crane services and \$3,000 in capitalized labor for a total funding request of \$83,000 for the El Dorado Hills Water Treatment Plant Clear Well Pump Replacement Project, Project No. 23017.01, which staff has determined is exempt from the California Environmental Quality Act.

PREVIOUS BOARD ACTION

November 14, 2022 – Board adopted the 2023 – 2027 Capital Improvement Plan (CIP), which included the Water Treatment Plant Asset Replacement Program Project.

BOARD POLICIES (BP), ADMINISTRATIVE REGULATIONS (AR) AND BOARD AUTHORITY

BP 3060 Contracts and Procurement

AR 3061.04 Procurement and Contract Authority

SUMMARY OF ISSUE

Staff completes an annual clear well inspection at the El Dorado Hills Water Treatment Plant (EDHWTP), including condition assessment of the vertical turbine pumps that transmit treated water from the EDHWTP into the distribution system. Based on the most recent inspection, staff determined that pumps 311, 312, and 313 required immediate repair or replacement to continue reliably meeting customer demands of the growing El Dorado Hills region.

BACKGROUND/DISCUSSION

The EDHWTP contains nine pumps that transmit treated water from the clear well into the distribution system to either pressure zone 820 or 960. These pressure zones are based on elevation above sea level and indicate the elevation that they can adequately provide water to customers. Five of the 960 and two of the 820 pumps were installed in 1993 with the EDHWTP upgrade project, which increased maximum production to 12 million gallons per day (MGD). Additional plant expansions in 2000 and 2001 added one 960 pump and one 820 pump reaching the current capacity of 19.5 MGD.

The pumps run in parallel based on demand from the 820 and 960 pressure zones, which are met by filling treated water storage tanks in their respective zones. These pumps convey water directly from the clear well and must be modulated to avoid drawing down the water level within the clear well, which can negatively affect the required contact time for disinfection. The clear well has a very narrow operating level limiting the fluctuation to less than 18 inches. To maintain this level, the District added variable frequency drives (VFD) to one pump on the 820 pressure zone and one on the 960. These pumps ramp up and down based on the level of the clear well and are imperative for plant operation and maintaining compliance with disinfection regulations. The loss of a VFD pump in either zone makes it difficult to sustain a clear well level to maintain proper disinfection, and the failure of any pump during peak capacity can make it challenging to meet demand.

Staff completes an annual inspection of the clear well, including a review of all 820 and 960 pumps, which are entirely visible during the inspection. During this year's inspection, staff noted that pump numbers 311, 312, and 313, which provide water to the 960 zone, needed immediate attention to maintain operability. Pump 313, rated at 300 horsepower (HP), is the most critical of the three as it is one of the two lead VFD pumps for controlling the operating level within the clear well. Staff noted the pump had significant corrosion on the pump bowl, and the motor had significant vibration prior to the plant going offline. Given the critical nature of the pump, staff determined it necessary to remove the pump and deliver it to a specialty pump contractor to perform an emergency evaluation. Upon review, the contractor determined that the pump and motor could be repaired for a total cost of \$18,629.14. The costs associated with pump 313 were captured in the Drinking Water Division's annual operating budget as repair services. The work is complete, and the pump has been reinstalled.

Pump 311, rated at 150 HP, had significant corrosion and a visible fracture on the pump bowl. Given the advanced state of wear and bowl deficiencies, the best course of action for pump 311 was to order a replacement pump and motor. A new pump and motor were ordered from G3 Engineering Inc. (G3) at a cost of \$62,703.72 plus tax and shipping, with an anticipated delivery of March 2024. G3 is the exclusive representative and distributor for Floway Pumps in California. The General Manager authorized initial capital funding in the amount of \$70,000 for the purchase of pump 311, including tax and shipping. The purchase was single-sourced to replace the pump in-kind and avoid additional modifications to the piping network, pump location, and overall pump station design. There is limited ability to select another pump that matches the original design criteria. Until this pump can be replaced next spring, staff has adjusted the sequence in which it operates to meet customer demand and minimize its runtime.

Pump 312, rated at 200 HP, had corrosion but no visible fractures on the pump. Upon further investigation, staff found inconsistent parts on the pump and motor. Staff looked into the availability of parts and found that they were not readily available. Given the non-standard parts, notable corrosion, and age of the pump, staff recommends replacing the pump and motor at a cost of \$68,560 plus tax and shipping for an estimated total cost of \$77,000. Similar to pump 311, the pump and motor for 312 need to be ordered from G3 Engineering Inc., and the lead time for delivery is 40 weeks. If approved, delivery is anticipated in May 2024, just before next year's peak demand season.

ENVIRONMENTAL

The District, acting as the Lead Agency, must comply with California Environmental Quality Act (CEQA) requirements for the EDHWTP Clear Well Pump Replacement Project (Project). Pursuant to the District's CEQA procedures, staff is responsible for conducting reviews to determine whether a project is exempt from CEQA. However, a recent appellate court decision determined that where "a local agency at a regular meeting approves a project that is subject to a staff determination of a CEQA exemption, it must give notice of the CEQA exemption on its agenda." *G.I. Industries v. City of Thousand Oaks* (2022) 84 Cal.App.5th 814. Therefore, the agenda item description for this Board item includes language indicating staff's determination of a CEQA exemption.

Staff has reviewed the activities associated with implementing the proposed project and determined that the project qualifies for a Class 2 CEQA Categorical Exemption as replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced (CEQA Guidelines §15302). None of the applicable exceptions to this

exemption, as identified under California Code of Regulations, Title 14 section 15300.2, apply to this project, including an area of critical concern, cumulative impact, significant effect due to unusual circumstances, scenic highways, hazardous waste sites, or historical resources. If the Board approves the proposed project, staff will file a Notice of Exemption (NOE) from CEQA with the El Dorado County Recorder-Clerk's office and post the NOE on the District's website.

FUNDING

The 2023-2027 Capital Improvement Plan (CIP) included the Water Treatment Plant Asset Replacement Program (Program) with \$600,000 planned for 2023. The General Manager authorized initial funding for the project in the amount of \$70,000 for the purchase of pump 311 including tax and shipping. The following is a breakdown of the additional funding requested for this project:

Table 1 - Funding Requirements

Procure Pump 312 – Contract Amendment #1 G3 Engineering	\$68,560
Estimated freight and tax for Pump 312	\$8,440
Crane services for Pump 311 and 312 installation	\$3,000
Capitalized labor	\$3,000
Total	\$83,000

BOARD OPTIONS

Option 1: Approve a contract amendment to G3 Engineering Inc. in the not-to-exceed amount of \$77,000 for the purchase of a clear well water pump at the El Dorado Hills Water Treatment Plant and authorize additional funding of \$3,000 for crane services and \$3,000 in capitalized labor for a total funding request of \$83,000 for the El Dorado Hills Water Treatment Plant Clear Well Pump Replacement Project, Project No. 23017.01, which staff has determined is exempt from the California Environmental Quality Act.

Option 2: Take other action as directed by the Board.

Option 3: Take no action.

RECOMMENDATION

Option 1

ATTACHMENTS

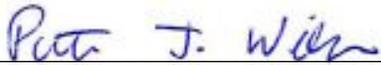
Attachment A: Pump 312 quote



Bill Petterson
Drinking Water Operations and Maintenance Supervisor



Brian Deason
Environmental Resources Supervisor



Patrick Wilson
Drinking Water Operations Manager



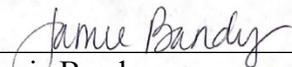
Dan Corcoran
Operations Director



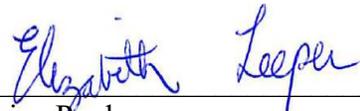
Jon Money
Engineering Manager



Brian Mueller
Engineering Director



Jamie Bandy
Finance Director



Brian Poulsen for
General Counsel



Jim Abercrombie
General Manager



May 3, 2022

El Dorado Irrigation District
2890 Mosquito Road
Placerville, CA 95667
Emil Hickman – Senior Plant Mechanic Water Division

Trillium Pumps USA Inc.
2495 S. Golden State Blvd.
Fresno, CA 93706

T 559 442 4000
F 559 442 3098
trilliumflow.com

Subject: Letter of Exclusivity

Dear Emil,

Trillium Pumps USA Inc is the manufacturer of Floway®, proprietary pumping equipment and is part of the Trillium Flow Technologies Company. We are headquartered in Fresno, California, and our federal I.D. number is 77-0298303.

Trillium Pumps USA Inc. is the sole source for Floway® vertical turbine pumps, parts and service.

Our product distribution channel is structured on an exclusive geographic basis. For municipal projects in the entire state of California and Nevada counties of Douglas, Churchill, Esmeralda, Eureka, Humboldt, Lander, Lyon, Mineral, Nye, Pershing, Storey, and Washoe, G3 Engineering Inc. is our exclusive representative and distributor for the Floway® product.

For assistance, quotations, and complete information on these products, please contact:

G3 Engineering Inc.
5905 Granite Lake Drive, Suite 120
Granite Bay, CA 95746
PH: 916-797-1880
FAX: 916-797-1881
www.g3engineering.com

If we are favoured with an order, we ask that you issue the purchase order to G3 Engineering Inc.

Thank you for the opportunity to serve you, and please do not hesitate to contact me if you have any questions.

Best Regards,

A handwritten signature in black ink, appearing to read "Richard Plitt", is written in a cursive style.

Richard Plitt
Trillium Pumps USA
Regional Sales Manager – CA, NV, AZ & HI
Cell Phone: (559) 348-7553
E-mail: richard.plitt@trilliumflow.com

G3 Engineering, Inc.
P.O. Box 2148, Granite Bay, CA 95746
Phone 916-797-1880 FAX 916-797-1881
www.g3engineering.com

June 19, 2023

El Dorado Irrigation District
2890 Mosquito Road
Placerville, CA 95667
Attn: Emil Hickman

**Subject: EDHWTP 960 Zone Pump #2 Replacement
G3 Engineering Proposal CD1180**

Dear Mr. Hickman,

We are pleased to offer the following quotation for Floway equipment.

1 EA – Floway 14DKH 4-Stage Sump Pump

- Rated condition: 2,460 GPM @ 233' TDH
- Includes 200 HP, 1800 RPM, WP1, 460V/3ph/60Hz GE VHS Motor
- Pump will be NSF-61 certified for drinking water

**PRICE: \$68,560 + freight + tax
LEAD TIME: 37 weeks**

Notes and Clarifications:

1. Pump will be similar length and similar materials of construction to pump ordered on EID PO230478.
2. Pricing does not include freight or tax. Pricing is valid for 45 days.
3. Quote is furnish only.

If you have any questions, or need additional information, please contact me.

Sincerely,

Christopher Davidson, P.E.
G3 Engineering, Inc.
(209) 225-5095
christopher@g3engineering.com

FLOWAY® PUMPS

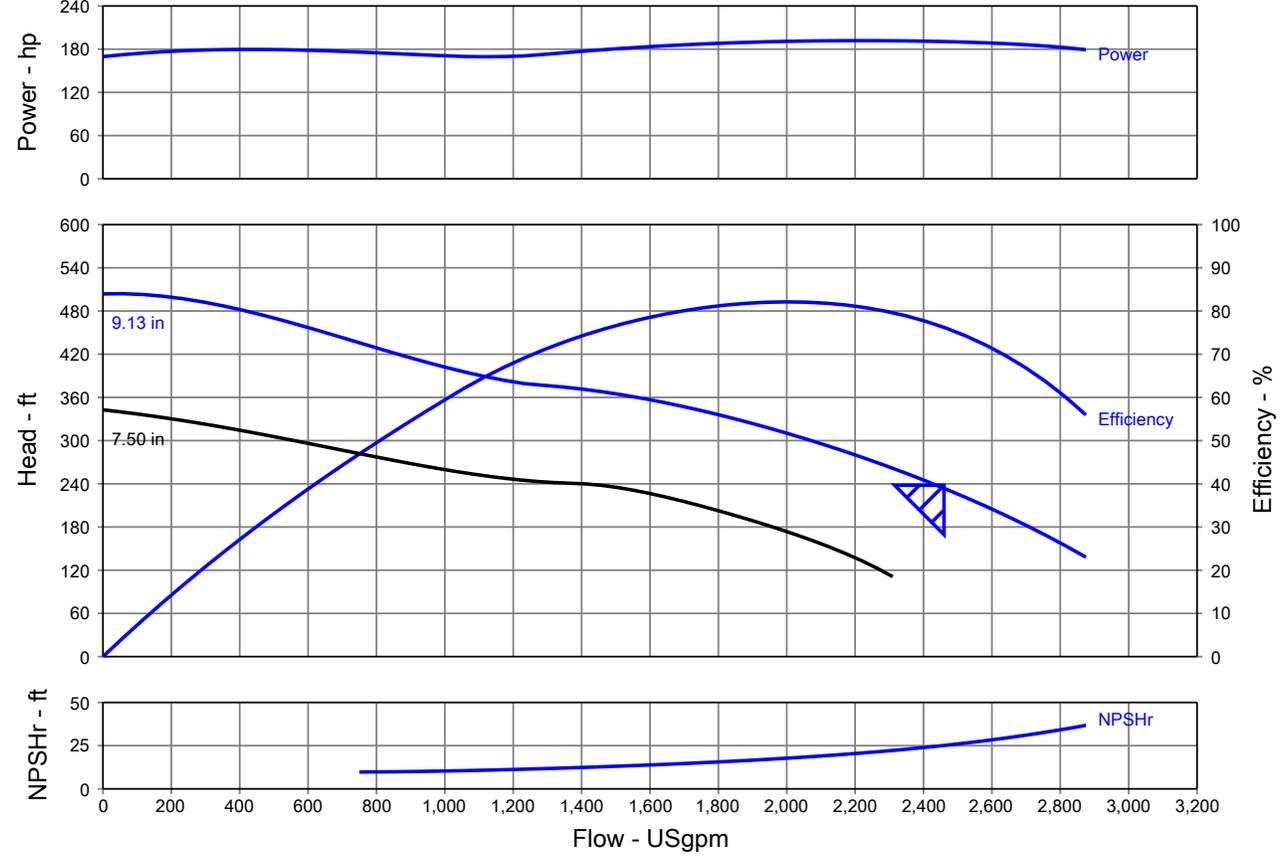
Pump Performance Datasheet

Customer	: G3 ENGINEERING	Quote number	: 1980636
Customer reference	: EL DORADO IRRIGATION DISTRICT	Size	: 14DKH
Item number	: 001	Stages	: 4
Service	:	Based on curve number	: 14DKH 1770 Rev. 0
Quantity	: 1	Date last saved	:

Operating Conditions		Liquid	
Flow, rated	: 2,460.0 USgpm	Liquid type	: Water - Potable
Differential head / pressure, rated (requested)	: 238.0 ft	Solids diameter, max	: 0.00 in
Differential head / pressure, rated (actual)	: 233.8 ft	Solids concentration, by volume	: 0.00 %
Suction pressure, rated / max	: 0.00 / 0.00 psi.g	Solids concentration, by weight	: 0.00 %
NPSH available, rated	: Ample	Temperature, max	: 68.00 deg F
Site Supply Frequency	: 60 Hz	Fluid density, rated / max	: 1.000 / 1.000 SG

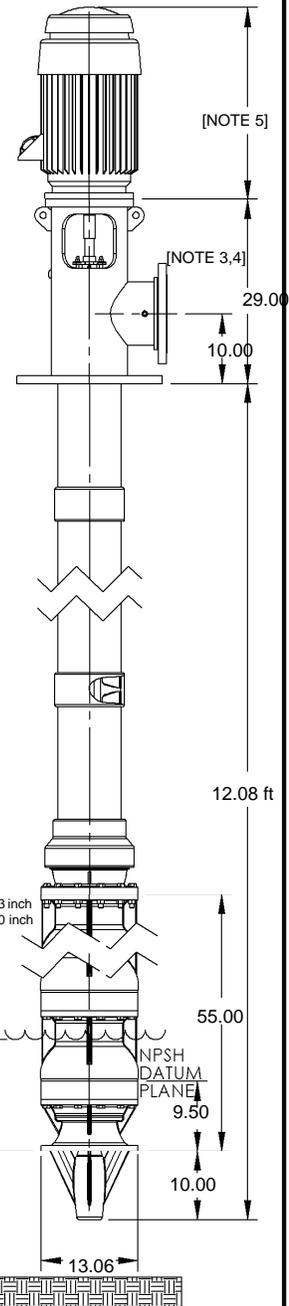
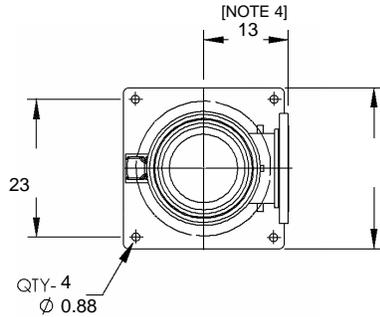
Performance		Material	
Speed criteria	: Synchronous	Bowl material selected	: Cast Iron
Speed, rated	: 1770 rpm	Impeller material selected	: 316SS
Impeller diameter, rated	: 9.13 in	Pressure Data	
Impeller diameter, maximum	: 9.13 in	Maximum working pressure	: See the Additional Data page
Impeller diameter, minimum	: 7.50 in	Component pressure limit	: See the Additional Data page
Efficiency (bowl / pump)	: 79.84 / 76.21 %	Maximum allowable suction pressure	: N/A
NPSH required / margin required	: 25.12 / 0.00 ft	Hydrostatic test pressure	: See the Additional Data page
Ns (imp. eye flow) / Nss (imp. eye flow)	: 3,083 / 9,013 US Units	Driver & Power Data (@Max density)	
MCSF	: 575.0 USgpm	Driver sizing specification	: Max power + 4%
Head, maximum, rated diameter	: 504.1 ft	Margin over specification	: 0.00 %
Head rise to shutoff (bowl / pump)	: 106.47 / 115.49 %	Service factor	: 1.15
Flow, best eff. point (bowl / pump)	: 2,058.6 / 2,003.8 USgpm	Power, hydraulic	: 152 hp
Flow ratio, rated / BEP (bowl / pump)	: 119.50 / 122.77 %	Power (bowl / pump)	: 190 / 191 hp
Diameter ratio (rated / max)	: 100.00 %	Power, maximum, rated diameter	: 192 hp
Head ratio (rated dia / max dia)	: 100.00 %	Minimum recommended motor rating	: 200 hp / 149 kW
Cq/Ch/Ce/Cn [ANSI/HI 9.6.7-2010]	: 1.00 / 1.00 / 1.00 / 1.00		
Selection status	: Near miss		

Pump performance. Adjusted for construction, viscosity, friction and power losses of lineshaft and thrust bearings. Not adjusted for any static lift. The duty point represents the pump performance head.



NOT TO BE USED FOR CONSTRUCTION UNLESS CERTIFIED.

GENERAL ARRANGEMENT DRAWING
VERTICAL TURBINE PUMP
14DKH ASSEMBLY



COATING:
Option 2

MATERIALS	
DISCHARGE HEAD:	Steel, Plate (A36), Pipe (A53, Gr. B)
PACKING BOX:	Cast Iron (ASTM A48 Cl.30)
SHAFT PACKING:	JC G57
SOLE PLATE:	Not Supplied
COLUMN PIPE:	Plate (ASTM A36), Pipe (ASTM A53)
BEARING RETAINER:	Ductile Iron (ASTM A536 Gr 60-40-18)
LINESHAFT BEARING:	Styrene Butadiene Rubber (SBR)
LINESHAFT:	416SS (ASTM A582 Type 416)
BOWL SHAFT:	ASTM A582-88a Type 416
BOWL:	(ASTM A48 CL 30, Enamel Lined)
IMPELLER:	316SS (ASTM A743 Gr. CF-8M)
IMPELLER WEAR RING:	N/A
BOWL BEARING:	Bismuth Tin Bronze (UNS C89835)
BOWL WEAR RING:	N/A
STRAINER:	N/A
BOWL BOLTING:	304SS

PUMP	
HEAD TYPE:	Fabricated
HEAD SIZE:	8" x 20" - "F" Head
SEAL ARRANGEMENT:	HP Pkg box
LINESHAFT DIAMETER:	1.69 in
COLUMN SIZE:	12.00 in (Nominal)
ENCLOSING TUBE SIZE:	N/A (Nominal)
LUBRICATION TYPE:	Product
BOWL MODEL:	14DKH
NUMBER OF STAGES:	4STAGE TYPE 14DKH
RATED BOWL HEAD:	244.0 ft
RATED RATE OF FLOW:	2,460.0 USgpm
NPSHR AT RATED FLOW:	25.12 ft
IMPELLER TYPE:	Enclosed
STRAINER TYPE:	Not supplied

LIQUID	
LIQUID:	
SPECIFIC GRAVITY:	1.000 SG
VISCOSITY:	1.00 cP
TEMPERATURE:	68.00 deg F

WEIGHTS	
MOTOR:	1,800.0 lb
DISCHARGE HEAD:	500.0 lb
SOLE PLATE:	-
BARREL:	-
COLUMN ASSY:	457.6 lb
BOWL ASSY:	872.0 lb
TOTAL:	3,629.6 lb

DISCHARGE FLANGE	
FLANGE SIZE (Discharge):	8 in. 150# RF - ANSI Flange
FLANGE DIA (Discharge):	13.5 in. Dia.
BOLT HOLES (Discharge):	8 - .875 Dia. Holes
BOLT CIRCLE (Discharge):	11.75 in. Bolt circle

MOTOR	
MAKE:	GE
ENCLOSURE:	WPI
TYPE:	NEMA
POWER:	200 hp
RPM:	1800 rpm
VOLTAGE-PHASE-FREQ:	460V / 3 / 60Hz
FRAME NUMBER:	TBD
COUPLING TYPE:	Special

- NOTES:
- DRAWING NOT TO SCALE.
 - ALL DIMENSIONS IN INCHES UNLESS NOTED OTHERWISE.
 - FINAL HEAD HEIGHT WILL BE DETERMINED BASED ON INTERNAL ANALYSIS AND SPECIFICATION REVIEW.
 - TYPICAL LOCATION FOR DISCHARGE NOZZLE.
 - FINAL MOTOR HEIGHT WILL BE DETERMINED BY THE MOTOR MANUFACTURER

CUSTOMER: G3 ENGINEERING
CUSTOMER REFERENCE: EL DORADO IRRIGATION DISTRICT
PROJECT TITLE: Replacement Pump
CURVE NO.: 14DKH 1770



FLOWAY® PUMPS
Vertical Turbine Pumps

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QUOTE NO.:	1980636
ITEM NO.:	001
DATE:	

SEE B

El Dorado Hills Water Treatment Plant Clear Well Pump Replacement Project

Contract Amendment

August 14, 2023



Summary Of Issue

- El Dorado Hills Water Treatment Plant (EDHWTP)
 - Clear well operation imperative to plant disinfection
 - Annual clear well inspection
 - 3 of 9 pumps deteriorated

Background

- Pump 313
 - Repaired first
- Pump 311
 - Corrosion and fracture on pump bowl
 - Replacement ordered
 - Delivery March 2024
- Pump 312
 - Nonstandard parts and significant corrosion
 - Full replacement needed

EDHWTP Overview



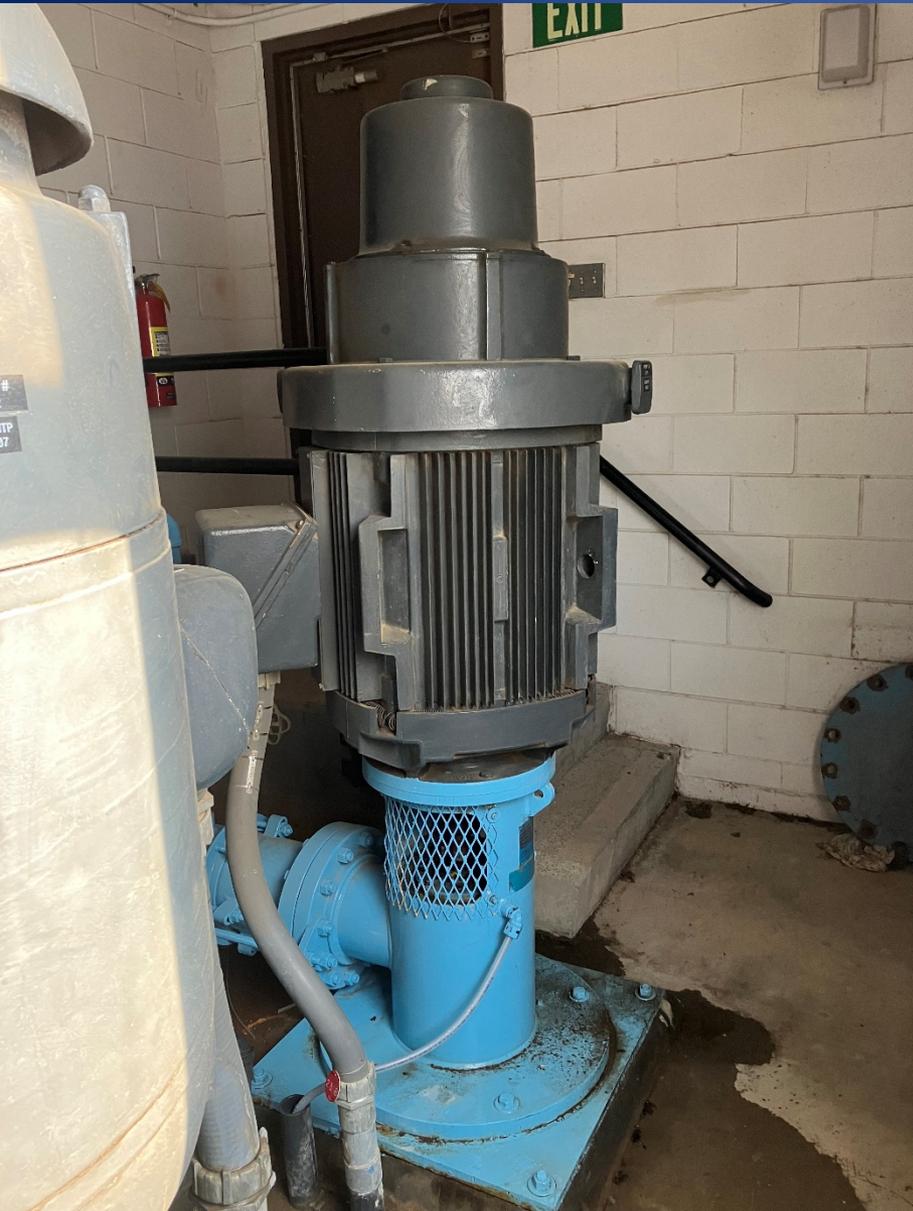
Clear Well Pump Station



Pump 313



Pump 311



Pump 312



Need For Contract Amendment

- Original contract with G3 Engineering (Pump 311)
 - \$63,704 + tax and shipping
 - Approved by the general manager
- Contract amendment with G3 Engineering (Pump 312)
 - \$68,560 + tax and shipping
- Total contract > \$100,000 requiring Board approval

Next Steps

- Procure Pump 312
 - Delivery anticipated May 2024
- Install replacement pumps upon arrival

Project Costs

GM Approved Initial Project Funding (Pump 311)	\$70,000
Additional Funding Request:	
G3 Engineering Inc. (Pump 312 Supplier)	\$68,560
Estimated Freight And Tax (Pump 312)	\$8,440
Crane Services (Pump 311 and 312)	\$3,000
Capitalized Labor (Staff Time)	\$3,000
Sub Total - Additional Funding Request	\$83,000
Total Project Funding	\$153,000

Funding included in Board Approved 2023-2027 CIP

Environmental

- Project is exempt from California Environmental Quality Act (CEQA)
 - Replacement of existing facilities
- If project is approved, staff will file a Notice of Exemption from CEQA

Board Options

- **Option 1:** Approve a contract amendment to G3 Engineering Inc. in the not-to-exceed amount of \$77,000 for the purchase of a clear well water pump at the El Dorado Hills Water Treatment Plant and authorize additional funding of \$3,000 for crane services and \$3,000 in capitalized labor for a total funding request of \$83,000 for the El Dorado Hills Water Treatment Plant Clear Well Pump Replacement Project, Project No. 23017.01, which staff has determined is exempt from the California Environmental Quality Act.
- **Option 2:** Take other action as directed by the Board.
- **Option 3:** Take no action.

Recommendation

- **Option 1**



Questions

EL DORADO IRRIGATION DISTRICT

SUBJECT: Consider awarding contracts to Bay City Electric in the not-to-exceed amount of \$678,465 and Big Valley Electric in the not-to-exceed amount of \$263,000 for the purchase of 15 emergency backup generators for a total funding request of \$941,465 for the Emergency Backup Generator Upgrades Project, Project Nos. 21040.01 and 21041.01.

PREVIOUS BOARD ACTION

July 26, 2021 – Staff provided a Federal Emergency Management Agency Hazard Mitigation Grant Program Update.

September 13, 2021 – Board awarded a contract to ATEEM Electrical Engineering, Inc. in the not-to-exceed amount of \$362,695 for design of the Emergency Backup Generator Upgrades Project, and authorized additional funding of \$70,000 for capitalized labor and \$30,000 in contingencies for a total funding request of \$462,695 for the Emergency Backup Generator Upgrades Project, Project Nos. 21040.01 and 21041.01.

November 14, 2022 – Board adopted the 2023–2027 Capital Improvement Plan (CIP), subject to available funding.

BOARD POLICIES (BP), ADMINISTRATIVE REGULATIONS (AR) AND BOARD AUTHORITY

BP 3060 Contracts and Procurement
BP 5010 Water Supply Management
BP 6010 Wastewater System Management

SUMMARY OF ISSUE

The District received approval for over \$3.5 million in Hazard Mitigation Grant Program (HMGP) funding for the installation of emergency backup power generators at 15 remote water and wastewater facilities to provide critical public health and safety functions during power outages. Equipment procurement contracts are needed to purchase the emergency backup generators to accommodate extended lead time in advance of a future construction and installation contract that will be presented for Board consideration this fall.

BACKGROUND/DISCUSSION

Staff applied for the 2019 HMGP grant funding opportunity associated with Disaster Declaration FEMA-4407-DR, declared by President Trump on November 12, 2018, in response to the Camp and Woolsey Fires in Butte and Ventura/Los Angeles Counties, respectively. On June 2, 2021, staff received notification from the California Office of Emergency Services (CalOES), as the grantee, that the Federal Emergency Management Agency (FEMA) approved the District's grant subapplication for emergency backup power generators for critical water and wastewater facilities. As part of the grant, the District would purchase and install a generator and automatic transfer switch at each location and integrate the generator into the District's Supervisory Control and Data Acquisition (SCADA) system for remote observation and operation at sites that currently have SCADA. The original project scope included 22 remote District facilities - 10 drinking water pump stations and 12 wastewater lift stations. The overall project budget was estimated at \$2.4 million at the time, with an approved federal grant reimbursement of \$1.8 million.

In September 2021, staff began the design process of conducting field surveys, developing a conceptual design to determine land acquisition requirements, and developing plans and specifications for the generator installation. Concurrently, staff facilitated field visits for design purposes, engaged with nearby residents for public outreach, and continued to manage the HMGP grant.

Upon receiving updated design documents, the cost estimates for all 22 sites reflected a significant price increase due primarily to site considerations and ongoing inflationary pressures since the initial application was submitted in 2019. In response, staff identified the need to increase the project budget as well as revisit the likelihood of power outages at all 22 sites to prioritize the most beneficial sites in light of budgetary constraints. Due to the refinement of Pacific Gas and Electric (PG&E) power safety shutdown extents, seven of the sites were removed from the project that staff determined are less critical and now have a lower risk of outage due to PG&E system improvements. This evaluation resulted in a modification of the scope of the HMGP grant to reduce the number of sites from 22 to 15 (eight drinking water pump stations and seven wastewater lift stations) and increase the overall project budget.

The updated overall project budget was estimated at \$4.7 million, and staff subsequently requested additional HMGP funds from FEMA (via close coordination with CalOES) to increase the federal grant share from \$1.8 million to approximately \$3.5 million. Fortunately, the scope of work modification and budget increase was approved by FEMA on July 17, 2023, and staff continues to advance this important project with the generator procurement.

Request for Bids

A Request for Bids (RFB) for the emergency backup generator procurement was released and advertised on the District’s website in June/July 2023. The bid form included individual pricing for the originally identified 22 sites, explaining that the District would elect to award contracts for an undetermined number of sites based on the bids received for each site and project budget.

The District received five bids in response to the RFB as summarized in the table below. Each contractor provided bids for all 22 sites except ARTC Construction Company, which only provided bids for 13 of the 22 sites.

Bay City Electric	\$1,343,129.00
Big Valley Electric	\$1,401,000.00
ARTS Construction Company	\$1,534,000.00
MCS, Inc.	\$1,645,026.01
MBS Engineering, Inc.	\$4,970,855.00

Staff identified the lowest price for each site and recommends approval of two contracts, one to Bay City Electric and another to Big Valley Electric, for a cumulative procurement of 15 generators for a total cost of \$941,465, consistent with the current scope of work.

Bay City Electric provided the lowest bid for the following 11 sites:

Courtside Manor Lift Station	\$49,276
Ponderosa Lift Station	\$56,001
Starbuck Lift Station	\$49,628
Summit View No. 1 Lift Station	\$49,628
Travois Lift Station	\$49,276
Dolomite Pump Station	\$49,628
Highland View Pump Station	\$56,001
Oakridge Tank Pump Station	\$140,192
Reservoir 11 Pump Station	\$49,276
Reservoir 8 Pump Station	\$50,702
Union Mine Pump Station	\$78,857
Total	\$678,465

Big Valley Electric provided the lowest bid for the following 4 sites:

Cambridge Oaks Unit 3 Lift Station	\$61,000
Town Center Lift Station	\$61,000
Arrowbee Pump Station	\$61,000
Rancho Del Sol Lower Pump Station	\$80,000
Total	\$263,000

Schedule

Staff will prepare and bid for a construction contract for generator installations later this fall, if possible, or possibly extend into early 2024, depending on the timing of bid document finalization. The overall construction schedule will largely depend on the 30 to 50 week generator delivery timeline. Under the current grant schedule, staff is working to complete the project by September 18, 2024, but an extension may be necessary if generator lead time precludes completion by that date. Timeline extensions are available and subject to FEMA approval.

FUNDING

At this time, staff has estimated construction phase costs of approximately \$3.3 million (excluding generator acquisition), although the engineer’s estimate will be finalized upon completion of the bidding documents when final project details are available. The funding sources for this project are water and wastewater rates, with substantial reimbursement of \$3.5 million via HMGP funding. The 2023-2027 CIP included these projects and reflects the previous federal grant share of \$1.8 million. The 2024-2028 CIP, currently under preparation, will be updated to reflect the increased grant share and overall project costs.

Funding for the equipment purchase is requested now, and additional funding will be requested at the construction contract award, including construction engineering services, inspection, and capitalized labor costs. Grant funding is immediately available to offset overall costs as they are spent.

Funding Requirements

Bay City Electric	\$678,465
Big Valley Electric	\$263,000
Total	\$941,465

BOARD OPTIONS

Option 1: Award contracts to Bay City Electric in the not-to-exceed amount of \$678,465 and Big Valley Electric in the not-to-exceed amount of \$263,000 for the purchase of 15 emergency backup generators for a total funding request of \$941,465 for the Emergency Backup Generator Upgrades Project, Project Nos. 21040.01 and 21041.01.

Option 2: Take other action as directed by the Board.

Option 3: Take no action.

RECOMMENDATION

Option 1

ATTACHMENTS

Attachment A: CIP summaries

Attachment B: Bid summary

Attachment C: FEMA grant amendment approval



Liz Carrington
Senior Civil Engineer



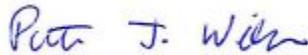
Jon Money
Engineering Manager



Brian Mueller
Engineering Director



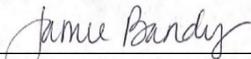
Tracy Crane
Wastewater/Recycled Water Manager



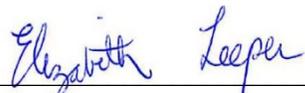
Patrick Wilson
Drinking Water Manager



Dan Corcoran
Operations Director



Jamie Bandy
Finance Director



Brian Poulsen
General Counsel



Jim Abercrombie
General Manager

2023

CAPITAL IMPROVEMENT PLAN Program:

Water

Project Number: 21040
Project Name: Water Facility Generators - FEMA Grant
Project Category: Reliability & Service Level Improvements
Priority: 1 **PM:** Carrington **Board Approval:** 11/14/22

Project Description:

The District applied for and was granted Hazard Mitigation Grant Program (HMGP) funding through the Federal Emergency Management Agency (FEMA) to provide a federal cost share for emergency backup generator installations at twenty-two remote District facilities. Included in the application is generators for ten water pump stations. This project will provide local agency funding as required by the HMGP grant.

Basis for Priority:

The project will provide continual power of ten water pump stations during utility power outages.

Project Financial Summary:

Funded to Date:	\$ 256,347	Expenditures through end of year:	\$ 181,819
Spent to Date:	\$ 131,819	2023 - 2027 Planned Expenditures:	\$ 620,214
Cash flow through end of year:	\$ 50,000	Total Project Estimate:	\$ 802,033
Project Balance	\$ 74,528	Additional Funding Required	\$ 545,686

Description of Work	Estimated Annual Expenditures					Total
	2023	2024	2025	2026	2027	
Design	\$ 25,000					\$ 25,000
Environmental	\$ 10,000					\$ 10,000
Construction		\$ 500,000	\$ 1,000,000			\$ 1,500,000
FEMA Funding			\$ (914,786)			\$ (914,786)
TOTAL	\$ 35,000	\$ 500,000	\$ 85,214	\$ -	\$ -	\$ 620,214

Funding Sources	Percentage	2023	Amount
Water Rates	100%		\$0
			\$0
			\$0
Total	100%		\$0

Funding Comments:

2023

CAPITAL IMPROVEMENT PLAN Program:

Wastewater

Project Number: 21041
 Project Name: Wastewater Facility Generators - FEMA Grant
 Project Category: Reliability & Service Level Improvements
 Priority: 1 PM: Carrington Board Approval: 11/14/22

Project Description:

The District applied for and was granted Hazard Mitigation Grant Program (HMGP) funding through the Federal Emergency Management Agency (FEMA) to provide a federal cost share for emergency backup generator installations at twenty-two remote District facilities. Included in the application is generators for twelve wastewater lift stations. This project will provide local agency funding as required by the HMGP grant.

Basis for Priority:

The project will provide continual power at twelve wastewater lift stations during utility power outages.

Project Financial Summary:

Funded to Date:	\$ 256,347	Expenditures through end of year:	\$ 179,907
Spent to Date:	\$ 129,907	2023 - 2027 Planned Expenditures:	\$ 1,620,214
Cash flow through end of year:	\$ 50,000	Total Project Estimate:	\$ 1,800,121
Project Balance	\$ 76,440	Additional Funding Required	\$ 1,543,774

Description of Work	Estimated Annual Expenditures					Total
	2023	2024	2025	2026	2027	
Design	\$ 25,000					\$ 25,000
Environmental	\$ 10,000					\$ 10,000
Construction		\$ 1,000,000	\$ 1,500,000			\$ 2,500,000
FEMA Funding			\$ (914,786)			\$ (914,786)
TOTAL	\$ 35,000	\$ 1,000,000	\$ 585,214	\$ -	\$ -	\$ 1,620,214

Funding Sources	Percentage	2023	Amount
Wastewater Rates	100%		\$0
			\$0
Total	100%		\$0

Funding Comments:

EL DORADO IRRIGATION DISTRICT

Emergency Backup Generator Upgrades

PROJECT NOs. 21040.01 & 21041.01; RFB# P23-006-RD

Bid Opening: July 21, 2023 @ 3:01 p.m.

SUMMARY OF BIDS RECEIVED

ITEM NO.	WORK OR MATERIAL	KW	QUANTITY	UNIT	ARTS Construction Company Catipillar		Bay City Electric Kohler		Big Valley Electric Cummins		MBS Engineering, Inc. Rolls Royce MTU		MCS, Inc. MTU		Summation of Lowest Bidder Current Scope of Work	
					Delivery Date	AMOUNT (FIGURES)	Delivery Date	AMOUNT (FIGURES)	Delivery Date	AMOUNT (FIGURES)	Delivery Date	AMOUNT (FIGURES)	Delivery Date	AMOUNT (FIGURES)	Delivery Date	AMOUNT (FIGURES)
1	Buckeye LS	60	1	LS	11/1/2023	\$ 119,000.00	7/22/2024	\$ 49,276.00	7/29/2024	\$ 55,500.00	5/13/2024	\$ 175,508.00	5/13/2024	\$ 71,237.97		
2	Cambridge Oaks Unit 3 LS	125	1	LS	11/1/2023		7/22/2024	\$ 62,993.00	7/29/2024	\$ 61,000.00	5/13/2024	\$ 277,528.00	5/13/2024	\$ 78,648.77	7/29/2024	\$ 61,000.00
3	Courtside Manor LS	60	1	LS	11/1/2023	\$ 119,000.00	7/22/2024	\$ 49,276.00	7/29/2024	\$ 55,500.00	5/13/2024	\$ 175,508.00	5/13/2024	\$ 71,237.97	7/22/2024	\$ 49,276.00
4	Dolomite PS	40	1	LS	11/1/2023	\$ 114,000.00	7/22/2024	\$ 49,628.00	7/29/2024	\$ 53,500.00	5/13/2024	\$ 144,784.00	5/13/2024	\$ 57,348.41	7/22/2024	\$ 49,628.00
5	Meadow Wood LS	40	1	LS	11/1/2023	\$ 114,000.00	7/22/2024	\$ 49,628.00	7/29/2024	\$ 53,500.00	5/13/2024	\$ 144,784.00	5/13/2024	\$ 57,348.41		
6	Marina Hills LS	125	1	LS	11/1/2023		7/22/2024	\$ 62,993.00	7/29/2024	\$ 61,000.00	5/13/2024	\$ 277,528.00	5/13/2024	\$ 78,648.77		
7	Marina Woods LS	60	1	LS	11/1/2023	\$ 119,000.00	7/22/2024	\$ 49,276.00	7/29/2024	\$ 55,500.00	5/13/2024	\$ 175,508.00	5/13/2024	\$ 71,124.31		
8	Motherlode LS	50	1	LS	11/1/2023	\$ 117,000.00	7/22/2024	\$ 50,702.00	7/29/2024	\$ 53,500.00	5/13/2024	\$ 154,739.00	5/13/2024	\$ 58,087.22		
9	Ponderosa LS	100	1	LS	11/1/2023	\$ 135,000.00	7/22/2024	\$ 56,001.00	7/29/2024	\$ 60,000.00	5/13/2024	\$ 216,898.00	5/13/2024	\$ 74,335.28	7/22/2024	\$ 56,001.00
10	Starbuck LS	35	1	LS	11/1/2023	\$ 114,000.00	7/22/2024	\$ 49,628.00	7/29/2024	\$ 53,500.00	5/13/2024	\$ 144,784.00	5/13/2024	\$ 57,507.54	7/22/2024	\$ 49,628.00
11	Summit View LS	40	1	LS	11/1/2023	\$ 114,000.00	7/22/2024	\$ 49,628.00	7/29/2024	\$ 53,500.00	5/13/2024	\$ 144,784.00	5/13/2024	\$ 57,280.22	7/22/2024	\$ 49,628.00
12	Town Center LS	125	1	LS	11/1/2023		7/22/2024	\$ 62,993.00	7/29/2024	\$ 61,000.00	5/13/2024	\$ 277,528.00	5/13/2024	\$ 80,274.14	7/29/2024	\$ 61,000.00
13	Travois LS	60	1	LS	11/1/2023	\$ 119,000.00	7/22/2024	\$ 49,276.00	7/29/2024	\$ 55,500.00	5/13/2024	\$ 175,508.00	5/13/2024	\$ 71,124.31	7/22/2024	\$ 49,276.00
14	Arrowbee PS	110	1	LS	11/1/2023		7/22/2024	\$ 62,993.00	7/29/2024	\$ 61,000.00	5/13/2024	\$ 216,898.00	5/13/2024	\$ 74,335.28	7/29/2024	\$ 61,000.00
15	Gold Country PS	40	1	LS	11/1/2023	\$ 114,000.00	7/22/2024	\$ 49,628.00	7/29/2024	\$ 53,500.00	5/13/2024	\$ 144,784.00	5/13/2024	\$ 57,280.22		
16	Highland View PS	100	1	LS	11/1/2023		7/22/2024	\$ 56,001.00	7/29/2024	\$ 60,000.00	5/13/2024	\$ 216,898.00	5/13/2024	\$ 74,335.28	7/22/2024	\$ 56,001.00
17	Oakridge Tank PS	350	1	LS	11/1/2023		7/22/2024	\$ 140,192.00	7/29/2024	\$ 145,000.00	5/13/2024	\$ 477,049.00	5/13/2024	\$ 153,955.86	7/22/2024	\$ 140,192.00
18	Rancho Del Sol PS	200	1	LS	11/1/2023		4/1/2024	\$ 85,325.00	7/29/2024	\$ 80,000.00	5/13/2024	\$ 399,390.00	5/13/2024	\$ 91,873.40	7/29/2024	\$ 80,000.00
19	Reservoir 11 PS	60	1	LS	11/1/2023	\$ 119,000.00	7/22/2024	\$ 49,276.00	7/29/2024	\$ 55,500.00	5/13/2024	\$ 175,508.00	5/13/2024	\$ 71,237.97	7/22/2024	\$ 49,276.00
20	Reservoir 8 PS	50	1	LS	11/1/2023	\$ 117,000.00	7/22/2024	\$ 50,702.00	7/29/2024	\$ 53,500.00	5/13/2024	\$ 154,739.00	5/13/2024	\$ 58,308.86	7/22/2024	\$ 50,702.00
21	Union Mine PS	175	1	LS	11/1/2023		4/1/2024	\$ 78,857.00	7/29/2024	\$ 80,000.00	5/13/2024	\$ 350,100.00	5/13/2024	\$ 89,747.91	4/1/2024	\$ 78,857.00
22	Valley View PS	175	1	LS	11/1/2023		4/1/2024	\$ 78,857.00	7/29/2024	\$ 80,000.00	5/13/2024	\$ 350,100.00	5/13/2024	\$ 89,747.91		
TOTAL BID PRICE:						\$ 1,534,000.00	\$ 1,343,129.00	\$ 1,401,000.00	\$ 4,970,855.00	\$ 1,645,026.01	\$ 941,465.00					

THIS TABULATION REPRESENTS A TRUE AND COMPLETE SUMMARY OF BIDS RECEIVED BY EL DORADO IRRIGATION DISTRICT

PROJECT NOs. 21040.01 & 21041.01; RFB P23-006RD

PREPARED BY: Liz Carrington

SUBMITTED BY:



Liz Carrington, P.E., Senior Civil Engineer

Attachment C

U.S. Department of Homeland Security
Region 9
1111 Broadway, Suite 1200
Oakland, California 94607



FEMA

July 17, 2023

Ryan Buras, Deputy Director
Governor's Authorized Representative
California Governor's Office of Emergency Services
3650 Schriever Avenue
Mather, California 95655

Reference: Amendment Approval, HMGP DR-4407-427-81R
El Dorado Irrigation District, California
Backup Power Supply for Critical Water Supply Mitigation Project
FIPS Code: 017-UYHUE, Supplement 247

Dear Ryan Buras:

This is in response to your letter on May 16, 2023, requesting additional Hazard Mitigation Grant Program (HMGP) funds for the El Dorado Irrigation District, HMGP DR-4407-427-81R, Backup Power Supply for Critical Water Supply Mitigation Project. You indicated that the scope of work modification will include removing seven sites from the project that are less critical and now have less risk of outage due to P.G. & E. system improvements that have been implemented since the grant was submitted. The additional budget request is also necessary because the El Dorado Irrigation District has determined after completion of design that construction costs related mainly to generator, connection and installation cost increases require a request for additional budget. This is true even with a decrease in the Scope of Work by reducing the number of generators.

We have reviewed the request, determined the project remains cost effective, and approved the scope of work modification and additional budget. The total Federal share increased from \$1,829,573.25 to \$3,506,675.98, and the total project cost is now \$4,675,567.97. As shown in the enclosed Obligation Report - Supplement 247, we are obligating \$1,677,102.73 for the 75 percent Federal share; the 25 percent non-Federal share is \$559,034.24. We are obligating \$50,623.44 for the 100 percent Federal share of Subrecipient Management Costs (SRMC). These funds are available in SmartLink for immediate and eligible disbursements.

The following is a summary of the approved funding and award conditions:

Approvals:	Federal Share:	Non-Federal Share:	Total Project Cost:
Supplement 101	\$ 1,829,573.25	\$ 609,857.75	\$ 2,439,431.00
Management Cost Supplements 159	\$ 18,666.00	\$ 0.00	\$ 18,666.00

Additional Funding, Supplement 247	\$ 1,677,102.73	\$ 559,034.24	\$ 2,236,136.97
Management Cost Supplements 247	\$ 50,623.44	\$ 0.00	\$ 50,623.44
TOTALS	\$ 3,575,965.42	\$ 1,168,891.99	\$ 4,744,857.41

- 1. Scope of Work (SOW)** – The El Dorado Irrigation District will purchase and install diesel generators at high priority pump stations and lift stations in El Dorado County, California. The onsite generators and automatic transfer switches will allow for unnoticeable transfer of PG&E to back-up power. Integration with the District’s Supervisory Control and Data Acquisition system will allow for remote visibility of the station’s energy supply and verification of operation during wide-spread and long-term power outages.
- 2. Completion Date** – The completion date remains September 18, 2024. Please inform the subrecipient that work completed after this date is not eligible for federal funding, and federal funds may be de-obligated for work not completed within schedule for which there is no approved time extension.
- 3. Record of Environmental Consideration (REC)** – This project has been determined to be Categorically Excluded from the need to prepare either an Environmental Impact Statement or Environmental Assessment in accordance with FEMA Instruction 108-1-1 and FEMA Directive 108-1-1 as authorized by DHS Instruction 023-01-001-01, Revision 1. Categorical Exclusion N18 (Federal Assistance for Construction or Installation of Structures, Facilities, or Equipment to Ensure Continuity of Operations) has been applied. Particular attention should be given to the project conditions before and during project implementation. Failure to comply with these conditions may jeopardize federal assistance including funding. Please reference the enclosed REC for further information
- 4. Standard Conditions** – This project approval is subject to the enclosed Standard Mitigation Grant Program (HMGP) Conditions, amended August 2018. Please note that federal funds may be de-obligated for work that does not comply with these conditions.

If you have any questions, please contact Aaron Lim, Hazard Mitigation Assistance Specialist, by email at aaron.lim@fema.dhs.gov, or phone at (510) 627-7036.

Sincerely,

for

Kathryn Lipiecki
Director, Mitigation Division
FEMA Region 9

Enclosures (4):

Obligation Report – Supplement 247
Project Management Report
Record of Environmental Consideration (REC)
Standard Mitigation Grant (HMGP) Conditions

cc:

Ron Miller, Acting State Hazard Mitigation Officer, California Governor's Office of
Emergency Services
Robyn Fennig, Co-Acting State Hazard Mitigation Officer, California Governor's Office of
Emergency Services
Robert McCord, Chief, Hazard Mitigation Assistance Branch, FEMA Region 9

HAZARD MITIGATION GRANT PROGRAM

Obligation

Disaster No	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Recipient
4407	81 -R	2	427	3	247	CA	Statewide

Subrecipient: EL DORADO IRRIGATION DISTRICT
 Subrecipient FIPS Code: 017-UYHUE

Project Title : El Dorado Irrigation District - Backup Power Supply for Critical Water Supply,

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation
\$3,506,675.98	\$3,506,675.98	\$0.00	\$0.00

Project Amount	Subrecipient Management Cost Amount	Total Obligation	IFMIS Date	IFMIS Status	FY
\$1,677,102.73	\$50,623.44	\$1,727,726.17	07/10/2023	Accept	2023

Comments

Date: 07/10/2023 User Id: SSCOTT39

Comment: Approved funding for HMGP 4407-427-81R-El Dorado County-El Dorado Irrigation District-Backup Water Supply for \$1,677,102.73 Federal Share and \$50,623.44 Sub Recipient Management Costs.

Authorization

Preparer Name: STEVEN SCOTT

Preparation Date: 07/10/2023

HMO Authorization Name: AARON LIM

HMO Authorization Date: 07/10/2023

HAZARD MITIGATION GRANT PROGRAM

Project Management Report

Disaster Number	FEMA Project Number	Amendment Number	App ID	State	Recipient
4407	81 - R	2	427	CA	Statewide

Subrecipient: EL DORADO IRRIGATION DISTRICT

FIPS Code: 017-UYHUE

Project Title : El Dorado Irrigation District - Backup Power Supply for Critical Water Supply

Mitigation Project Description

Amendment Status : Approved

Approval Status: Approved

Project Title : El Dorado Irrigation District - Backup Power Supply for Critical Water Supply,

Recipient : Statewide

Subrecipient : EL DORADO IRRIGATION DISTRICT

Recipient County Name : El Dorado

Subrecipient County Name : El Dorado

Recipient County Code : 17

Subrecipient County Code : 17

Recipient Place Name : El Dorado (County)

Subrecipient Place Name : El Dorado (County)

Recipient Place Code : 0

Subrecipient Place Code : 99017

Project Closeout Date : 00/00/0000

Work Schedule Status

<u>Amend #</u>	<u>Description</u>	<u>Time Frame</u>	<u>Due Date</u>	<u>Revised Date</u>	<u>Completion Date</u>
1	Kick-off	1m	00/00/0000	00/00/0000	00/00/0000
0	Kick-off	1m	00/00/0000	00/00/0000	00/00/0000
2	Kick-off	1m	00/00/0000	00/00/0000	00/00/0000
0	Design (RFP, select Consultant, finalize design)	6m	00/00/0000	00/00/0000	00/00/0000
2	Design (RFP, select Consultant, finalize design)	6m	00/00/0000	00/00/0000	00/00/0000
1	Design (RFP, select Consultant, finalize design)	6m	00/00/0000	00/00/0000	00/00/0000
2	Permitting	1m	00/00/0000	00/00/0000	00/00/0000
0	Permitting	1m	00/00/0000	00/00/0000	00/00/0000
1	Permitting	1m	00/00/0000	00/00/0000	00/00/0000
2	Bid Project	6m	00/00/0000	00/00/0000	00/00/0000
1	Bid Project	6m	00/00/0000	00/00/0000	00/00/0000
0	Bid Project	6m	00/00/0000	00/00/0000	00/00/0000
0	Construction - Submittals	2m	00/00/0000	00/00/0000	00/00/0000
2	Construction - Submittals	2m	00/00/0000	00/00/0000	00/00/0000
1	Construction - Submittals	2m	00/00/0000	00/00/0000	00/00/0000
2	Construction - Purchase Generators	5m	00/00/0000	00/00/0000	00/00/0000
1	Construction - Purchase Generators	5m	00/00/0000	00/00/0000	00/00/0000
0	Construction - Purchase Generators	5m	00/00/0000	00/00/0000	00/00/0000
2	Construction - Mobilization	3w	00/00/0000	00/00/0000	00/00/0000
1	Construction - Mobilization	3w	00/00/0000	00/00/0000	00/00/0000
0	Construction - Mobilization	3w	00/00/0000	00/00/0000	00/00/0000
2	Construction - Demolition	4w	00/00/0000	00/00/0000	00/00/0000
0	Construction - Demolition	4w	00/00/0000	00/00/0000	00/00/0000
1	Construction - Demolition	4w	00/00/0000	00/00/0000	00/00/0000
0	Construction Fence Modification	2w	00/00/0000	00/00/0000	00/00/0000
2	Construction Fence Modification	2w	00/00/0000	00/00/0000	00/00/0000
1	Construction Fence Modification	2w	00/00/0000	00/00/0000	00/00/0000

HAZARD MITIGATION GRANT PROGRAM

Project Management Report

Disaster Number	FEMA Project Number	Amendment Number	App ID	State	Recipient
4407	81 - R	2	427	CA	Statewide

Subrecipient: EL DORADO IRRIGATION DISTRICT

FIPS Code: 017-UYHUE

Project Title : El Dorado Irrigation District - Backup Power Supply for Critical Water Supply

Work Schedule Status

Amend #	Description	Time Frame	Due Date	Revised Date	Completion Date
2	Construction - Concrete Pad	2m	00/00/0000	00/00/0000	00/00/0000
0	Construction - Concrete Pad	2m	00/00/0000	00/00/0000	00/00/0000
1	Construction - Concrete Pad	2m	00/00/0000	00/00/0000	00/00/0000
0	Construction - Conduit Installation	2m	00/00/0000	00/00/0000	00/00/0000
1	Construction - Conduit Installation	2m	00/00/0000	00/00/0000	00/00/0000
2	Construction - Conduit Installation	2m	00/00/0000	00/00/0000	00/00/0000
0	New Asphalt	2w	00/00/0000	00/00/0000	00/00/0000
1	New Asphalt	2w	00/00/0000	00/00/0000	00/00/0000
2	New Asphalt	2w	00/00/0000	00/00/0000	00/00/0000
0	Construction - Generator Installation	1m	00/00/0000	00/00/0000	00/00/0000
1	Construction - Generator Installation	1m	00/00/0000	00/00/0000	00/00/0000
2	Construction - Generator Installation	1m	00/00/0000	00/00/0000	00/00/0000
0	Construction - ATS Installation	1m	00/00/0000	00/00/0000	00/00/0000
2	Construction - ATS Installation	1m	00/00/0000	00/00/0000	00/00/0000
1	Construction - ATS Installation	1m	00/00/0000	00/00/0000	00/00/0000
2	Construction - Electrical Labor	2m	00/00/0000	00/00/0000	00/00/0000
1	Construction - Electrical Labor	2m	00/00/0000	00/00/0000	00/00/0000
0	Construction - Electrical Labor	2m	00/00/0000	00/00/0000	00/00/0000
0	Construction - SCADA Integration (to occur during equipmer	1w	00/00/0000	00/00/0000	00/00/0000
1	Construction - SCADA Integration (to occur during equipmer	1w	00/00/0000	00/00/0000	00/00/0000
2	Construction - SCADA Integration (to occur during equipmer	1w	00/00/0000	00/00/0000	00/00/0000
2	Construction - start-up and Testing	3m	00/00/0000	00/00/0000	00/00/0000
0	Construction - start-up and Testing	3m	00/00/0000	00/00/0000	00/00/0000
1	Construction - start-up and Testing	3m	00/00/0000	00/00/0000	00/00/0000
0	Project Close-out	3w	00/00/0000	00/00/0000	00/00/0000
2	Project Close-out	3w	00/00/0000	00/00/0000	00/00/0000
1	Project Close-out	3w	00/00/0000	00/00/0000	00/00/0000
2	TANDARD VALUE (DO NO CHANGE) Grant Close-o	3m	00/00/0000	00/00/0000	00/00/0000
0	TANDARD VALUE (DO NO CHANGE) Grant Close-o	3m	00/00/0000	00/00/0000	00/00/0000
1	TANDARD VALUE (DO NO CHANGE) Grant Close-o	3m	00/00/0000	00/00/0000	00/00/0000

Approved Amounts

Total Approved Net Eligible	Federal Share Percent	Total Approved Federal Share Amount	Non-Federal Share Percent	Total Approved Non-Fed Share Amount
\$4,675,567.97	75.000000000	\$3,506,675.98	25.00000000	\$1,168,891.99

Allocations

Allocation Number	IFMIS Status	IFMIS Date	Submission Date	FY	ES/DFSC Support Req ID	ES/DFSC Amend Nr	Proj Alloc Amount Fed Share	Subrecipient Management Cost	Total Alloc Amount
37	A	04/27/2021	04/27/2021	2021	3271424	15	\$1,829,573.25	\$0.00	\$14,067,613.50

Project Management Report

Disaster Number	FEMA Project Number	Amendment Number	App ID	State	Recipient
4407	81 - R	2	427	CA	Statewide

Subrecipient: EL DORADO IRRIGATION DISTRICT

FIPS Code: 017-UYHUE

Project Title : El Dorado Irrigation District - Backup Power Supply for Critical Water Supply

Allocations

Allocation Number	IFMIS Status	IFMIS Date	Submission Date	FY	ES/DFSC Support Req ID	ES/DFSC Amend Nr	Proj Alloc Amount Fed Share	Subrecipient Management Cost	Total Alloc Amount
56	A	12/29/2021	12/29/2021	2022	4925242	4	\$0.00	\$18,666.00	\$1,004,530.50
122	A	07/10/2023	07/10/2023	2023	18667750		\$1,677,102.73	\$50,623.44	\$1,727,726.17
Total							\$3,506,675.98	\$69,289.44	\$16,799,870.17

Obligations

Action Nr	IFMIS Status	IFMIS Date	Submission Date	FY	SFS Support Req ID	SFS Amend Number	Suppl Nr	Project Obligated Amt - Fed Share	Subrecipient Management Cost	Total Obligated Amount
1	A	04/27/202	04/27/2021	2021	3507213	0	101	\$1,829,573.25	\$0.00	\$1,829,573.25
2	A	01/13/202	01/13/2022	2022	7406948	1	159	\$0.00	\$18,666.00	\$18,666.00
3	A	07/10/202	07/10/2023	2023	18668140	2	247	\$1,677,102.73	\$50,623.44	\$1,727,726.17
Total								\$3,506,675.98	\$69,289.44	\$3,575,965.42

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP 4407-427-081

Title: El Dorado Irrigation District Backup Power Supply

NEPA DETERMINATION

Non Compliant Flag: No EA Draft Date: EA Final Date:
 EA Public Notice Date: EA Fonsi Level: CATEX
 EIS Notice of Intent EIS ROD Date:

Comment The El Dorado Irrigation District, El Dorado County, CA proposes the purchase and installation of 22 diesel generators at 12 high priority pump and 10 lift stations in El Dorado County (locations attached). The onsite generators and automatic transfer switches will allow for unnoticeable transfer of PG&E to back-up power. Integration with the District's SCADA system will allow for remote visibility of the station's energy supply and verification of operation during wide-spread and long-term outages. - egosline - 11/20/2020 23:52:34 GMT
 This project has been determined to be Categorically Excluded from the need to prepare either an Environmental Impact Statement or Environmental Assessment in accordance with FEMA Instruction 108-1-1 and FEMA Directive 108-1-1 as authorized by DHS Instruction 023-01-001-01, Revision 1. Categorical Exclusion N18 (Federal Assistance for Construction or Installation of Structures, Facilities, or Equipment to Ensure Continuity of Operations) has been applied. Particular attention should be given to the project conditions before and during project implementation. Failure to comply with these conditions may jeopardize federal assistance including funding. - egosline - 11/20/2020 23:52:51 GMT

CATEX CATEGORIES

Catex Category Code	Description	Selected
*n18	(*n18) Federal Assistance for Construction or Installation of Structures, Facilities, or Equipment to Ensure Continuity of Operations. Federal assistance for the construction or installation of measures for the purpose of ensuring the continuity of operations during incidents such as emergencies, disasters, flooding, and power outages involving less than one acre of ground disturbance. Examples include the installation of generators, installation of storage tanks of up to 10,000 gallons, installation of pumps, construction of structures to house emergency equipment, and utility line installation. This CATEX covers associated ground disturbing activities, such as trenching, excavation, and vegetation removal of less than one acre, as well as modification of existing structures.	Yes

EXTRAORDINARY

Extraordinary Circumstance Code	Description	Selected ?
	No Extraordinary Circumstances were selected	

ENVIRONMENTAL LAW / EXECUTIVE ORDER

Environmental Law/ Executive Order	Status	Description	Comment
Clean Air Act (CAA)	Completed	Project is located in a non-attainment area	The project is located in El Dorado County that are within a nonattainment area for PM-2.5 (2018-2020), 8-Hour Ozone (2012-2020) according to the U.S. Environmental Protection Agency (USEPA): https://www3.epa.gov/airquality/greenbook/anay_o_az.html updated October 31, 2020. Based on

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP 4407-427-081

Title: El Dorado Irrigation District Backup Power Supply

Environmental Law/ Executive Order	Status	Description	Comment
			the scope of work, the potential emissions from project activities are clearly below de minimis thresholds for the General Conformity Rule. Thus, the project is exempt from a conformity determination. See Condition. - egosline - 11/21/2020 00:00:51 GMT
	Completed	Coordination required with applicable state administering agency - Review concluded	
Coastal Barrier Resources Act (CBRA)	Completed	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	
Clean Water Act (CWA)	Completed	Project would not affect any water of the U.S. - Review concluded	
Coastal Zone Management Act (CZMA)	Completed	Project is not located in a coastal zone area and does not affect a coastal zone area - Review concluded	
Executive Order 11988 - Floodplains	Completed	No effect on floodplain/flood levels and project outside floodplain - Review concluded	The project is the purchase and installation of 22 diesel generators at 12 high priority pump and 10 lift stations which does not involve potential impacts to the floodplain, and none of the project locations are mapped within a floodplain. - egosline - 11/21/2020 00:04:54 GMT
Executive Order 11990 - Wetlands	Completed	No effects on wetlands and project outside wetlands - Review concluded	Per the U.S. Fish and Wildlife Service Wetland Mapper viewed on November 19, 2020, the project is located outside of wetlands and not likely to result in any potential direct impacts that will adversely affect wetlands. - egosline - 11/21/2020 00:05:08 GMT
Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Completed	Low income or minority population in or near project area	There are low income or minority populations in or near project area, however the project activities and impacts will not result in a disproportionately high and adverse impact on these groups. - egosline - 11/21/2020 00:05:27 GMT
	Completed	No disproportionately high and adverse impact on low income or minority population - Review concluded	
Endangered Species Act (ESA)	Completed	Listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action	FEMA has determined the proposed actions would result in No Effect to federally protected species or designated critical habitat. Consultation with the US Fish and Wildlife Service and/or the National Marine Fisheries Service is not required. See attached No Effect Memorandum. - egosline - 11/20/2020 23:

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP 4407-427-081

Title: El Dorado Irrigation District Backup Power Supply

Environmental Law/ Executive Order	Status	Description	Comment
			59:14 GMT
	Completed	No effect to species or designated critical habitat (See comments for justification) - Review concluded	
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	
Fish and Wildlife Coordination Act (FWCA)	Completed	Project does not affect, control, or modify a waterway/body of water - Review concluded	
Migratory Bird Treaty Act (MBTA)	Completed	Project located within a flyway zone	Activities associated with this project do not have the potential to take migratory birds, however migratory bird species have the potential to occur within the project area. - egosline - 11/21/2020 00:02:24 GMT
	Completed	Project does not have potential to take migratory birds - Review concluded	
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	
National Historic Preservation Act (NHPA)	Completed	Applicable executed Programmatic Agreement. Activity meets Programmatic Allowance (enter date and # in comments) - Review concluded	This Undertaking was reviewed by Marjorie Nowick who meets the Secretary of the Interior's Professional Qualifications per Stipulation I.B.1.a of the 2019 Programmatic Agreement among FEMA, the California State Historic Preservation Officer (SHPO), and the California Governor's Office of Emergency Services executed on October 29, 2029 (Agreement). This Undertaking, consisting of the purchase and installation of 22 generators at 10 existing drinking water pump stations and 12 existing wastewater collection lift stations all constructed between 1977 and 2005, meets Programmatic Allowance II.D.2.a of Appendix B of the Agreement. The generators will be installed at previously disturbed locations due to grading, paving, and/or previously installed infrastructure. Each was reviewed to determine if previously disturbed. Given that the Undertaking meets Allowances, per Stipulation II.A.1 of the Agreement, no review by or notification to the SHPO is needed. - mnowick - 11/03/2020 23:00:45 GMT

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP 4407-427-081

Title: El Dorado Irrigation District Backup Power Supply

Environmental Law/ Executive Order	Status	Description	Comment
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	

CONDITIONS

Special Conditions required on implementation of Projects:

The Subrecipient is responsible for complying with all applicable subparts of the Clean Air Act. Failure to comply with this condition may jeopardize federal assistance, including funding. Any change to the approved scope of work will require re-evaluation for compliance with the Clean Air Act.

Source of condition: Clean Air Act (CAA)

Monitoring Required: No

Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

Standard Mitigation Grant Program (HMGP) Conditions

FEMA Region IX, August, 2018

The following list applies to Recipients and Subrecipients accepting HMGP funds from the Federal Emergency Management Agency (FEMA) of the Department of Homeland Security (DHS):

1. **Applicable Federal, State, and Local Laws and Regulations.** The Recipient/Subrecipient must comply with all applicable Federal, State, and Local laws and regulations, regardless of whether they are on this list or other project documents. DHS financial assistance Recipients and Subrecipients are required to follow the provisions of the State HMGP Administrative Plan, applicable Hazard Mitigation Assistance Uniform Guidance, and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located in Title 2 of the Code of Federal Regulations (CFR) Part 200, adopted by DHS in 2 CFR 3002.
2. **Financial Management Systems.** The Recipient and Subrecipient must maintain financial management systems to account for and track funds, as referenced in 2 CFR 200.302.
3. **Match or Cost Share.** Non-federal match or cost share must comply with 2 CFR 200.306, the scope of work (SOW), and any agreements among the Subrecipient, the Recipient, and FEMA.
4. **Budget Changes.** Unanticipated adjustments are permitted within the approved total cost. However, if costs exceed the federal share, the Subrecipient must notify the Governor's Authorized Representative (GAR) of overruns before implementation. The GAR shall submit a written request for approval to FEMA Region IX. The subaward must continue to meet HMGP requirements, including cost effectiveness and cost share. Refer to 2 CFR 200.308 for additional information.
5. **Real Property and Land.** The acquisition, use, and disposition must comply with 2 CFR 200.311.
6. **Equipment.** The acquisition, use, and disposition must comply with 2 CFR 200.313.
7. **Supplies.** Upon project completion, FEMA must be compensated for unused supplies, exceeding \$5,000 (fair market value), and not needed for other federal programs. Refer to 2 CFR 200.314.
8. **Procurement.** Procurement procedures must be in conformance with 2 CFR 200.318-320.
9. **Monitoring and Reporting Program Performance.** The Recipient and Subrecipient must submit quarterly progress reports, as referenced in the 2 CFR 200.328 and State HMGP Administrative Plan.
10. **Records Retention.** In accordance with 2 CFR 200.333, financial/ programmatic records related to expenditures must be maintained at least 3 years after the date of Recipient's final expenditure report.
11. **Enforcement and Termination.** If the Recipient or Subrecipient fails to comply with the award or subaward terms, whether stated in a Federal statute or regulation, the State HMGP Administrative Plan, subapplication, a notice of award, an assurance, or elsewhere, FEMA may take one or more of the actions outlined in 2 CFR 200.338, including termination or partial termination of the award or subaward outlined in 2 CFR 200.339.
12. **Allowable Costs.** Funds are to be used for allowable costs in compliance with 2 CFR 200.403, the approved SOW, and any agreements among the Subrecipient, Recipient, and FEMA.

13. **Non-Federal Audit.** The Recipient and Subrecipient are responsible for obtaining audits in accordance with the Single Audit Act of 1984, in compliance with 2 CFR 200.501.
14. **Debarred and Suspended Parties.** Recipients and Subrecipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 CFR 180. These regulations restrict federal financial assistance awards, subawards, and contracts with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in the federal assistance programs or activities.
15. **Equipment Rates.** Rates claimed for use of Subrecipient-owned equipment in excess of the FEMA-approved rates must be approved under State guidelines issued by the State Comptroller's Office or must be certified by the Recipient to include only those costs attributable to equipment usage less any fixed overhead and/or profit.
16. **Duplication of Funding between Public Assistance (PA) and HMGP.** Funding for PA Section 406 and HMGP Section 404 are permitted on the same facility/location, but the activities identified under each program must be distinct with separately accounted funds. At closeout, FEMA may adjust the funding to ensure the Subrecipient was reimbursed for eligible work from only one funding source.
17. **Historic Properties and Cultural Resources.** In compliance with 2 CFR 800, if a potential historic property or cultural resource is discovered during construction, the Subrecipient must cease work in the area and take all reasonable measures to avoid or minimize harm to the discovered property/resource. During construction, the Subrecipient will monitor ground disturbance activity, and if any potential archeological resources are discovered, will immediately cease work in that area, and notify the Recipient and FEMA. Construction in the area may resume with FEMA's written approval after FEMA's consultation, if applicable, with the State Historic Preservation Officer (SHPO).
18. **NEPA and Changes to the Scope of Work (SOW).** To comply with the National Environmental Policy Act (NEPA), and other Laws and Executive Orders, any change to the approved SOW shall be re-evaluated before implementation. Construction associated with a SOW change, prior to FEMA approval, may be ineligible for funding. Acceptance of federal funding requires environmental permits and clearances in compliance with all appropriate federal, state and local laws, and failure to comply may jeopardize funding.

Within their authority, the Recipient and Subrecipient must use of all practicable means, consistent with other essential policies, to create and maintain productive harmony for people and nature, and fulfill the social, economic, and other needs of present and future generations of Americans.



Emergency Backup Generator Upgrades Project

Equipment Procurement Contracts

Project Nos. 21040 and 21041

August 14, 2023

Previous Board Actions

- July 26, 2021 – Staff provided a Federal Emergency Management Agency Hazard Mitigation Grant Program Update
- September 13, 2021 – Board awarded a contract to ATEEM Electrical Engineering, Inc. in the not-to-exceed amount of \$362,695 for design of the Emergency Backup Generator Upgrades Project, and authorized additional funding of \$70,000 for capitalized labor and \$30,000 in contingencies for a total funding request of \$462,695 for the Emergency Backup Generator Upgrades Project, Project Nos. 21040.01 and 21041.01



Summary of Issues

- The District received approval for over \$3.5 million in Hazard Mitigation Grant Program (HMGP) funding for emergency backup generators
- Equipment procurement contracts are needed to purchase generators in advance of a future construction contract



Background

- The District applied for Hazard Mitigation Grant Program funding for 22 emergency backup generators in 2019
- Federal Emergency Management Agency (FEMA) and California Office of Emergency Services (CalOES) notified the District of funding approval in June 2021
- PG&E power safety shutdown extents have been reduced
- Cost estimates have increased

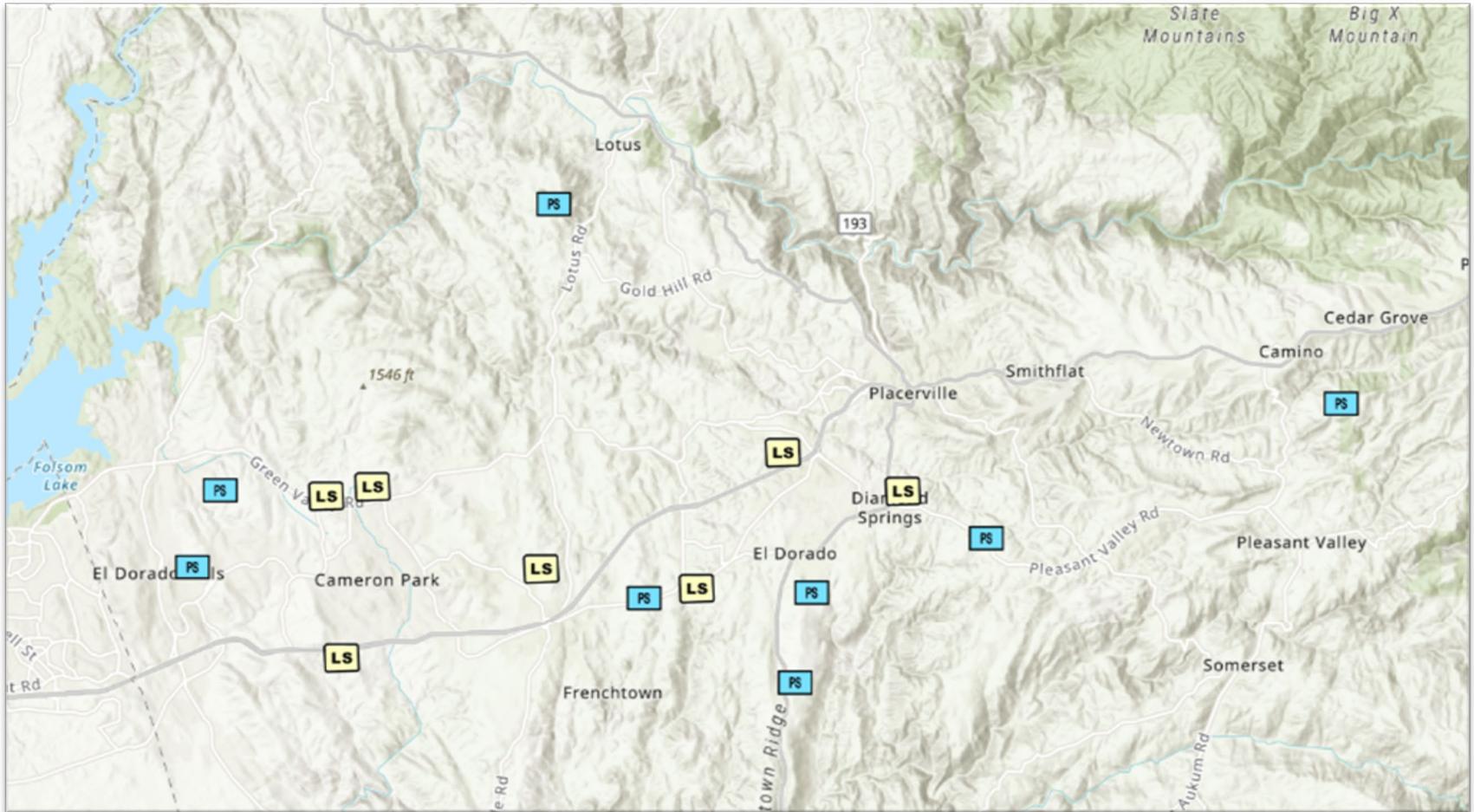


HMGP Amendment

- Scope of work reduction from 22 to 15 generators
- Increase in FEMA grant funding from \$1.8 million to \$3.5 million
- Time extension granted



Generator Locations



Request for Bids

- Solicitation June/July 2023

Vender	Bid
Bay City Electric	\$1,343,129.00
Big Valley Electric	\$1,401,000.00
ARTS Construction Company	\$1,534,000.00
MCS, Inc.	\$1,645,026.01
MBS Engineering, Inc.	\$4,970,855.00



Schedule

- Construction contract will be advertised in September/October 2023
- 30-50 week lead time for generator delivery
- Time extension granted to September 18, 2024
- Future time extensions are available and subject to FEMA approval



Funding

Bay City Electric	\$678,465
Big Valley Electric	\$263,000
Total Funding Request	\$941,465

- Bids consistent with Engineer's estimate



Board Options

- Option 1: Award contracts to Bay City Electric in the not-to-exceed amount of \$678,465 and Big Valley Electric in the not-to-exceed amount of \$263,000 for purchase of 15 emergency backup generators for a total funding request of \$941,465 for the Emergency Backup Generator Upgrades Project, Project Nos. 21040.01 & 21041.01



Board Options

- Option 2: Take other action as directed by the Board
- Option 3: Take no action



Recommendation

- Option 1

