

REGULAR MEETING OF THE FLORIN RESOURCE CONSERVATION DISTRICT BOARD OF DIRECTORS

Agenda

Tuesday, August 18, 2026

6:30 PM

**9829 Waterman Road
Elk Grove, CA 95624**

This meeting will be conducted in person and by teleconference pursuant to the Brown Act, including Government Code Sections 54953.8 and 54953.8.3.

Members of the public may attend and participate in the meeting in person or remotely using the information below.

Join the Meeting via Zoom Link:

<https://us02web.zoom.us/jc/86832505438>

Meeting ID: 868 3250 5438

Passcode: 332200

Dial: 1-669-900-6833

Compliance with Government Code Section 54957.5

Public records, including writings related to an agenda item for an open session of a regular meeting of the Florin Resources Conservation District that are distributed less than 72 hours before the meeting, are available by email request. In addition, such writings may be posted, whenever possible, on the Elk Grove Water District website at www.egwd.org. The Board will discuss all items on the agenda and may take action on any item listed as an "Action" item. The Board may discuss items that do not appear on the agenda but will not act on those items unless there is a need to take immediate action and the Board determines by a two-thirds (2/3) vote that the need for action arose after posting of the agenda. If necessary, the Meeting will be adjourned to Closed Session to discuss items on the agenda listed under "Closed Session." At the conclusion of the Closed Session, the meeting will reconvene to "Open Session."

In compliance with the Americans with Disabilities Act, if you have a disability and need a disability-related modification or accommodation to participate in this meeting, please contact Stefani Phillips, Board Secretary, at 916.685.3556. The District has established a procedure for receiving and resolving requests for reasonable accommodations, which is available at [website link]. Requests should be made as early as possible and at least one full business day before the start of the meeting.

CALL TO ORDER, ROLL CALL AND PLEDGE OF ALLEGIANCE

Public Comment

This is the opportunity for the public to comment on non-agenda items within the subject matter jurisdiction. Comments are limited to three (3) minutes.

Page Numbers

1. Proclamations and Announcements

Associate Director Comment

Public Comment

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2. Consent Calendar	4-5
(Stefani Phillips, Board Secretary and Patrick Lee, Treasurer)	
a. Minutes of Regular Meeting of July 21, 2026	6-8
b. Accounts Payable Check History – July 2026	9-25
c. Board and Employee Expense/Reimbursements – July 2026	26
d. Active Accounts – July 2026	27
e. Bond Covenant Status for FY 2026-27 – July 2026	28
f. CASH - Detail Schedule of Investments – July 2026	29
g. Year-to-Date Revenues and Expenses Compared to Budget – July 2026	30
h. Consultants Expenses – July 2026	31
i. Major Capital Improvement Projects – July 2026	32

Associate Director Comment

Public Comment

Recommended Action/Information: Approve Florin Resource Conservation District Consent Calendar items a – i.

3. Notice of Pending Service Interruption Processing	33-40
(Patrick Lee, Finance Manager/Treasurer)	

Associate Director Comment

Public Comment

Recommended Action/Information: Receive and discuss the notice of pending service interruption process and provide direction to staff, as appropriate.

4. Conflict of Interest Code Update	41-55
(Stefani Phillips, Board Secretary)	

Associate Director Comment

Public Comment

Recommended Action/Information: Adopt Resolution No. 08.18.26.01, amending the Florin Resource Conservation District/Elk Grove Water District Conflict of Interest Code.

5. Elk Grove Water District Employee Policy Manual Amendment – Safety Shoes Allowance	56-61
(Stefani Phillips, Human Resources Administrator)	

Associate Director Comment

Public Comment

Recommended Action/Information: Adopt Resolution No. 08.18.26.02, amending the 2024 Elk Grove Water District Employee Policy Manual, Section 5.10.3, Safety Shoes Allowance.

6. Well 14D Rehabilitation Project Contract

(Ben Voelz, Associate Civil Engineer)

Associate Director Comment

Public Comment

Recommended Action/Information: Authorize the General Manager to execute a construction contract in the amount of \$158,975 with Subsurface Technologies, Inc. for the Well 14D Rehabilitation Project.

7. Legislative and Regulatory Update

(Travis Franklin, Program Manager)

191-193

Associate Director Comment

Public Comment

Recommended Action/Information: Receive information on legislative and regulatory matters and provide direction to staff or approve positions as appropriate.

8. General Manager's Report

(Bruce Kamilos, General Manager)

194-195

Associate Director Comment

Public Comment

Recommended Action/Information: Receive and discuss the General Manager's report and provide direction to staff, as appropriate.

9. Elk Grove Water District Operations Report – July 2026

(Bruce Kamilos, General Manager)

196-243

Associate Director Comment

Public Comment

Recommended Action/Information: Information only.

10. Directors Comments

Adjourn to Regular Meeting – September 15, 2026

August 18, 2026

TO: Chair and Directors of the Florin Resource Conservation District

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

SUBJECT: **CONSENT CALENDAR**

RECOMMENDATION

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

SUMMARY

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

DISCUSSION

Background

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

Present Situation

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

ENVIRONMENTAL CONSIDERATIONS

There are no direct environmental considerations associated with this report.

STRATEGIC PLAN CONFORMITY

This item conforms to the FRCD/Elk Grove Water District 2025-2030 Strategic Plan. The monthly Consent Calendar report provides transparency, which aligns with Goal No. 1 - Governance, of the Strategic Plan 2025-2030.

August 18, 2026

CONSENT CALENDAR

Page 2

FINANCIAL SUMMARY

There is no financial impact associated with this report.

Respectfully submitted,



STEFANI PHILLIPS
BOARD SECRETARY

And



PATRICK LEE
TREASURER

Attachments

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

Tuesday, July 21, 2026

The regular meeting of the Florin Resource Conservation District Board of Directors was called to order at 6:30 p.m. by Chair Paul Lindsay at 9829 Waterman Road, Elk Grove, CA.

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

Directors Present:	Joshua Green, Paul Lindsay, Lisa Medina, Tom Nelson
Directors Absent:	Elliot Mulberg
Staff Present:	Bruce Kamilos, General Manager; Patrick Lee, Finance Manager/ Treasurer; Travis Franklin, Program Manager; Stefani Phillips, Human Resources Administrator/Board Secretary; Ben Voelz, Associate Civil Engineer; Amber Kavert, Human Resources Technician
Staff Absent:	Donella Murillo, Finance Supervisor
Associate Directors Present:	Kim Martin, Robert Stresak
Associate Directors Absent:	None
General Counsel Present:	
General Counsel Absent:	Josh Horowitz, BKS Law
Public Present:	Bret Bartholomew, Rich Lozano

Public Comment

Rich Lozano spoke to the Florin Resource Conservation District (FRCD) Board of Directors (Board) and staff about a Sacramento Area Chapter of the California Special Districts Association (CSDA) that will be going to the CSDA Board meeting for approval. He invited the Board and staff to join the chapter if it is approved.

1. Proclamations and Announcements

Nothing to report.

2. Consent Calendar

- a. Minutes of Regular Meeting of June 16, 2026
- b. Accounts Payable Check History – June 2026
- c. Board and Employee Expense/Reimbursements – June 2026
- d. Active Accounts – June 2026
- e. Bond Covenant Status for FY 2025-26 – June 2026
- f. CASH - Detail Schedule of Investments – June 2026
- g. Year-to-Date Revenues and Expenses Compared to Budget – June 2026
- h. Consultants Expenses – June 2026
- i. Major Capital Improvement Projects – June 2026

Item b was pulled regarding a question on one of the checks. Staff answered the question

MSC (Nelson/Medina) to approve Florin Resource Conservation District Consent Calendar items a-i. 4/0: Ayes: Lindsay, Green, Medina and Nelson.

3. Elk Grove Water District Fiscal Year 2025-26 Quarterly Operating Budget Status Report

Finance Manager Patrick Lee presented the item to the Board.

Revenues collected through the fourth quarter of the fiscal year total \$18,811,720 which is 101.81% of the \$18,477,994 annual budget. The revenues are \$835,124 or 4.65% above the same quarter of the prior year due to a revenue rate increase of 4.50% that went into effect January 1, 2026, and an increase in total number of accounts.

4. Elk Grove Water District Fiscal Year 2025-26 Quarterly Capital Reserve Status Report
Mr. Lee presented the item to the Board.

Through the fourth quarter of Fiscal Year (FY) 2025-26, the District expended \$3,092,138 for capital projects leaving a remaining total reserve balance on June 30, 2026, of \$15,054,664.

**5. California Special Districts Association Board of Directors Election – Term 2027-2029
Seat C – Sierra Network**

Board Secretary Stefani Phillips presented the candidates for the CSDA Board of Directors Election for Seat C – Sierra Network

CSDA is currently conducting an election for Board of Directors, Seat C – Sierra Network, for the term beginning January 1, 2027, and ending December 31, 2029. Three (3) candidates are listed on the ballot: Peter Kampa, General Manager, Groveland Community Services District (Incumbent), Scott Holbrook, Auburn Area Recreation and Park District, and Christy Jewell, Director, South Placer Municipal Utility District.

Vice-Chair Joshua Green abstained from voting as he did not know enough information about the candidates and the rest of the Directors all fully supported Peter Kampa.

MSC (Green/Nelson) to vote for Peter Kampa for Seat C – Sierra Network of the California Special Districts Association Board of Directors for the 2027–2029 term. 3/1: Ayes: Lindsay, Medina and Nelson Abstain: Green

6. 2025 Water Shortage Contingency Plan Enforcement

Program Manager Travis Franklin presented the item to the Board.

On June 16, 2026, the Board adopted the 2025 Urban Water Management Plan by Resolution No. 06.16.26.06, and the Water Shortage Contingency Plan (Plan) by Resolution No. 06.16.26.05. The Plan provides a framework for managing water supplies during emergencies, including severe drought, infrastructure failure, or other supply disruptions. This Plan allows the Board to declare water shortage stages based on water supply conditions and to implement corresponding response measures. Each water shortage stage includes prohibited water uses that are considered water waste and become enforceable when that stage is declared. Enforcement is carried out by ordinance.

Staff reviewed the existing enforcement ordinance and determined that revisions are necessary to ensure consistency with the updated Plan. The proposed ordinance repeals and replaces the existing ordinance while maintaining the District's authority to enforce water waste regulations during declared water shortage conditions. The enforcement process begins with customer education and notification, followed by a written warning. Depending on the declared water shortage stage and the severity or repetition of the violation, administrative fines may be imposed. The proposed ordinance establishes the procedures used to enforce these regulations.

Associate Director Robert Stresak asked Mr. Franklin if the District does enforcement based on the ordinance. He informed him that the District does follow up on the waste water reports and tries to first educate the customers before repeat offenders receive administrative fines.

MSC (Medina/Nelson) to adopt Ordinance No. 07.21.26.01, repealing and replacing an enforcement procedure for violations of the Water Shortage Contingency Plan. 4/0: Ayes: Lindsay, Green, Medina and Nelson.

7. Advanced Metering Infrastructure Smartpoints and Meters Purchase

Associate Civil Engineer Ben Voelz presented the item to the Board.

The Elk Grove Water District (District) obtained a sole-source quotation from Aqua Metric Sales Company (Aqua Metric) in the amount of \$1,125,123.15 to purchase water meters and Advanced Metering Infrastructure (AMI) SmartPoints for the District's FY 2026-27 Capital Improvement Program (CIP) AMI Project. Aqua Metric is the sole authorized Sensus distributor and Sensus systems integration specialist in Northern California. District policy authorizes sole-source procurement when only a single source is available for required supplies or services. The approved FY 2026-27 CIP budget for the AMI Project is \$1,420,000.

MSC (Green/Medina) to authorize the General Manager to execute a purchase order with Aqua Metric Sales Company in the amount of \$1,125,123.15 for the procurement of water meters and Advanced Metering Infrastructure SmartPoints. 4/0: Ayes: Lindsay, Green, Medina and Nelson.

8. General Managers Report

Mr. Kamilos presented the item to the Board and provided an update on the Enterprise Resource Planning (ERP) implementation process. He also provided an update on the District Reorganization through LAFCo, mentioning that the District is hoping to make it on LAFCo's board meeting agenda in the next few months.

Mr. Kamilos explained the District has submitted for the November election and that the District has strong preliminary results showing for the American Water Works Association 2026 Utility Benchmarking study.

9. Elk Grove Water District Operations Report – June 2026

Mr. Kamilos provided the EGWD Operations Report for June 2026 highlighting events that took place over the course of the month. He explained that the variable frequency drive (VFD) at Well 11D requires cooling to prevent overheating. Because the A/C unit was down that cools the VFD, Well 11D was inoperable. He then mentioned that the District is having an OEM thermal extension valve shipped in and if that doesn't fix it, staff will be looking into replacing the A/C Unit as unforeseen capital.

10. Directors Comments

Both Director Lisa Medina and Director Tom Nelson mentioned they will be absent from the August and potentially the September meetings due to scheduled procedures.

Vice-chair Josh Green suggested utilizing SB 707 for the meetings that the two Board members cannot physically attend, having them attend via teleconference.

Adjourn to Regular Board Meeting on August 18, 2026.

Respectfully submitted,



Stefani Phillips, Board Secretary

AK/SP

Accounts Payable

Checks by Date - Detail by Check Date

07/01/2026 - 07/31/2026



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
64426	10005 1LJQ-PDHW-437X	Amazon Capital Services Supplies - ADMIN	07/09/2026	43.92
Total for Check Number 64426:				43.92
64427	UB*00038	Ryan Anderson Refund Check 021174-000, 8916 Mandalay Wy Refund Check 021174-000, 8916 Mandalay Wy	07/09/2026	47.20 78.35
Total for Check Number 64427:				125.55
64428	UB*00052	Kuwardeep & Gagandeep Badwal Refund Check 000358-000, 9416 Lyndley Plaza Refund Check 000358-000, 9416 Lyndley Plaza	07/09/2026	14.55 14.55
Total for Check Number 64428:				29.10
64429	10224 BPI614552	Brenntag Pacific, Inc Materials - Treatment	07/09/2026	2,270.10
Total for Check Number 64429:				2,270.10
64430	10033 0709704 0709704	CB&T/ ACWA-JPIA Retiree Medical Aug 2026 Retiree Medical Aug 2026	07/09/2026	8,945.75 65,555.42
Total for Check Number 64430:				74,501.17
64431	UB*00039	Chandrashekhar & Shubhangi Chitnis Refund Check 000249-000, 9304 Fife Ranch W; Refund Check 000249-000, 9304 Fife Ranch W;	07/09/2026	72.69 34.64
Total for Check Number 64431:				107.33
64432	10258 1000651752	Coverall North America, Inc Janitorial Services - MOC	07/09/2026	499.00
Total for Check Number 64432:				499.00
64433	10051 81834	DAC Annual Filing Fee	07/09/2026	1,997.33
Total for Check Number 64433:				1,997.33
64434	10053 July 2026	DB Constructional Landscape Maint of Wells and Offices - July 2026	07/09/2026	3,360.00
Total for Check Number 64434:				3,360.00
64435	10058 111100700153	Docusign Inc. eSignature Business Pro Edition	07/09/2026	3,076.18

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 64435:				3,076.18
64436	UB*00043	Elliott Homes Communities LLC Refund Check 020773-000, 8977 Elliott Springs	07/09/2026	38.06
Total for Check Number 64436:				38.06
64437	UB*00046	Elliott Homes Communities LLC Refund Check 020660-000, 9110 Colzie Ct	07/09/2026	31.33
Total for Check Number 64437:				31.33
64438	UB*00047	Elliott Homes Communities LLC Refund Check 020985-000, 9108 Souders Ct	07/09/2026	22.27
Total for Check Number 64438:				22.27
64439	UB*00048	Elliott Homes Communities LLC Refund Check 020614-000, 9049 Elliott Springs	07/09/2026	40.30
Total for Check Number 64439:				40.30
64440	UB*00049	Elliott Homes Communities LLC Refund Check 020779-000, 8997 Elliott Springs Refund Check 020779-000, 8997 Elliott Springs	07/09/2026	1.94 40.70
Total for Check Number 64440:				42.64
64441	UB*00055	Elliott Homes Communities LLC Refund Check 020982-000, 9109 Souders Ct	07/09/2026	17.91
Total for Check Number 64441:				17.91
64442	UB*00050	Jian Lin & Ai Qun Lin Refund Check 017888-000, 8822 Wheelton Rd	07/09/2026	52.17
Total for Check Number 64442:				52.17
64443	UB*00044	Shannon Johnson Refund Check 018405-000, 9538 Moon River V	07/09/2026	25.70
Total for Check Number 64443:				25.70
64444	UB*00056	Bettie Lippincott Refund Check 026183-000, 9760 Roedell Wy Refund Check 026183-000, 9760 Roedell Wy	07/09/2026	9.42 10.54
Total for Check Number 64444:				19.96
64445	UB*00051	Alan Margosian Refund Check 021858-000, 8916 Mineral King	07/09/2026	20.98
Total for Check Number 64445:				20.98
64446	10130 3455986	Pest Control Center Inc Pest Control - MOC	07/09/2026	89.00
Total for Check Number 64446:				89.00
64447	UB*00054	Philip Iacobacci & Michelle Ann Laufman Refund Check 019536-000, 9244 Rancho Dr	07/09/2026	20.75

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 64447:				20.75
64448	10134 3107928725	Pitney Bowes Global Financial Postage Machine Lease July 2026	07/09/2026	179.33
Total for Check Number 64448:				179.33
64449	UB*00040	Anish & Fatima Prakash Refund Check 011811-000, 9431 Havenview W, Refund Check 011811-000, 9431 Havenview W,	07/09/2026	58.31 58.31
Total for Check Number 64449:				116.62
64450	10137 8000900008662367 Ju	Purchase Power Postage	07/09/2026	10.00
Total for Check Number 64450:				10.00
64451	10139 30042638	Radial Tire of Elk Grove Repairs & Maint Truck #405	07/09/2026	503.25
Total for Check Number 64451:				503.25
64452	10356 RWA 27-306	Regional Water Authority FY 2026-2027 Annual Dues	07/09/2026	33,167.00
Total for Check Number 64452:				33,167.00
64453	10356 WEP-27-110	Regional Water Authority FY 2026-2027 Annual Dues	07/09/2026	17,330.00
Total for Check Number 64453:				17,330.00
64454	10144 0922-010225216	Republic Services #922 Waste, Organics and Recycle - ADMIN	07/09/2026	822.04
Total for Check Number 64454:				822.04
64455	10144 0922-010226435	Republic Services #922 Waste, Organics and Recycle - MOC	07/09/2026	3,321.80
Total for Check Number 64455:				3,321.80
64456	UB*00042	Laura & Kyle Scheuerlein Refund Check 018285-000, 9695 Kent St Refund Check 018285-000, 9695 Kent St	07/09/2026	45.78 45.78
Total for Check Number 64456:				91.56
64457	UB*00045	John Jr Shea Refund Check 010894-000, 9404 River Falls Ct	07/09/2026	37.55
Total for Check Number 64457:				37.55
64458	UB*00041	Sherri McDow & Michelle Gallimore Refund Check 021069-000, 9523 Clarke Farms	07/09/2026	71.47
Total for Check Number 64458:				71.47
64459	10160 4036776-0	Sierra Office Supplies Supplies - ADMIN	07/09/2026	429.20

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 64459:	429.20
64460	10167 OP#30444 T2 Sean Hi	SWRCB-DWOC Sean Hinton T2 Cert Renewal	07/09/2026	60.00
			Total for Check Number 64460:	60.00
64461	10172 00252-26-0134358	The Bank of New York Mellon Annual Trustee Fee	07/09/2026	2,420.00
			Total for Check Number 64461:	2,420.00
64462	10176 5039270705	Toshiba Financial Services Copier	07/09/2026	323.88
			Total for Check Number 64462:	323.88
64463	UB*00053	Balqes Wardak Refund Check 020396-000, 9341 Oreo Ranch C	07/09/2026	42.24
			Total for Check Number 64463:	42.24
			Total for 7/9/2026:	145,356.69
64464	10455 6066635 6066922	Alpha Analytical Laboratories, Inc Sampling - Treatment Sampling - Treatment	07/10/2026	20.00 20.00
			Total for Check Number 64464:	40.00
64465	10005 169H-4K9X-TV4H 16NV-V3H6-L4G4 1X63-4Q3H-FRQL	Amazon Capital Services Supplies - Treatment Safety Materials - Treatment Tools - Treatment	07/10/2026	76.35 86.96 121.11
			Total for Check Number 64465:	284.42
64466	10012 23045254 23046102	Bay Alarm Company Service Call - Treatment Deposit for Install - Treatment	07/10/2026	225.00 2,208.00
			Total for Check Number 64466:	2,433.00
64467	10013 1160652	Benefit Resources Monthly ADMIN	07/10/2026	175.00
			Total for Check Number 64467:	175.00
64468	10224 613146	Brenntag Pacific, Inc Chemicals - Treatment	07/10/2026	2,039.08
			Total for Check Number 64468:	2,039.08
64469	10014 SJ02748 SJ03742 SJ03912 SJ04043	BSK Associates Sampling - Treatment Sampling - Treatment Sampling - Treatment Sampling - Treatment	07/10/2026	254.00 254.00 254.00 91.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 64469:	853.00
64470	10016 #02560 Sean Hinton	Califonia Nevada Section-AWWA Cross-Connection Renewal 2025-2026	07/10/2026	165.00
			Total for Check Number 64470:	165.00
64471	10022 June AA 2026 June AA 2026 June AA 2026 June AA 2026 June AA 2026	Card Services AMI Project CIP ChatGPT - Utility Supervisor Credit Card Cash Back Rewards - Utility Superv Materials - Utility Crew Materials - Utility	07/10/2026	108.73 20.00 -219.00 107.75 107.82
			Total for Check Number 64471:	125.30
64472	10023 June AH 2026 June AH 2026 June AH 2026	Card Services Tools - Treatment Repairs & Maint - Treatment ChatGPT - Treatment Supervisor	07/10/2026	720.81 1,771.53 20.00
			Total for Check Number 64472:	2,512.34
64473	10024 June BK 2026	Card Services Adobe, Zoom and ChatGPT - General Manager	07/10/2026	57.36
			Total for Check Number 64473:	57.36
64474	10025 June BV 2026	Card Services ChatGPT - Tech Services	07/10/2026	40.00
			Total for Check Number 64474:	40.00
64475	10026 June CP 2026 June CP 2026	Card Services Repairs & Maint Equip - OPS Repairs & Maint Vehicle's - OPS	07/10/2026	2,080.49 358.00
			Total for Check Number 64475:	2,438.49
64476	10027 June DF 2026 June DF 2026	Card Services Meter Reading Equip - Distribution Materials - Distribution	07/10/2026	641.36 131.24
			Total for Check Number 64476:	772.60
64477	10028 June DM 2026 June DM 2026	Card Services Amazon Web, ChatGPT, Twilio - Finance Superi Amazon Web, ChatGPT, Twilio - Finance Superi	07/10/2026	48.34 -48.34
64478	10029 June SH 2026 June SH 2026 June SH 2026	Card Services Driving School ChatGPT - Distribution Supervisor Driving School	07/10/2026	-77.25 20.00 2,652.25
			Total for Check Number 64478:	2,595.00
64479	10030 June SP 2026 June SP 2026 June SP 2026 June SP 2026 June SP 2026	Card Services Meals - Tech Services Wellness Program Last Fees & Interest ChatGPT - HR ADMIN Employee Appreciation	07/10/2026	43.36 127.15 31.39 20.00 23.18

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 64479:				245.08
64480	10031	Card Services	07/10/2026	
	June TF 2026	CCR Design		194.06
	June TF 2026	ChatGPT - Program Manager		20.00
Total for Check Number 64480:				214.06
64481	10032	Card Services	07/10/2026	
	June PL 2026	GFOA Budget Award Application - Finance Man		380.00
Total for Check Number 64481:				380.00
64482	10418	Card Services	07/10/2026	
	June BW 2026	Materials - Treatment		326.14
Total for Check Number 64482:				326.14
64483	10033	CB&T/ ACWA-JPIA	07/10/2026	
	Q4 Workers' Comp	Q4 Workers' Comp		26,728.16
Total for Check Number 64483:				26,728.16
64484	10036	Cintas	07/10/2026	
	4273625807	Uniforms - OPS		185.56
	4274212239	Uniforms - OPS		185.56
Total for Check Number 64484:				371.12
64485	10040	Consolidated Communications	07/10/2026	
	9161500841/0 June 20	Phones, Internet - ADMIN		907.76
	9161500841/0 June 20	Phones, Internet - MOC		907.77
Total for Check Number 64485:				1,815.53
64486	10041	Cooper Oates Air Conditioning	07/10/2026	
	106095	Repairs & Maint - Treatment		2,417.29
Total for Check Number 64486:				2,417.29
64487	10046	County of Sacramento	07/10/2026	
	90460552	May & June Commercial		109,685.20
	90460553	May & June Residential		532,987.16
	90460554	May & June Construction		2,648.40
Total for Check Number 64487:				645,320.76
64488	10056	DMV	07/10/2026	
	10320707	Pull Notice		14.00
Total for Check Number 64488:				14.00
64489	10072	Forensic Analytical Consulting	07/10/2026	
	40253	2026 Negative Exposure - OPS		3,156.46
Total for Check Number 64489:				3,156.46
64490	10086	Iconix Waterworks (US) Inc.	07/10/2026	
	U2616022845	Materials - Distribution		3,361.33
Total for Check Number 64490:				3,361.33

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
64491	10093	Jay's Trucking Service	07/10/2026	
	10346	WMRP CIP		3,847.50
	10396	Dump Fees Utility Crew		575.51
	10397	WMRP CIP		810.00
	10407	WMRP CIP		1,062.20
	10407	WMRP CIP		1,896.50
Total for Check Number 64491:				8,191.71
64492	10332	NTS	07/10/2026	
	101173.02	WMRP CIP		405.07
Total for Check Number 64492:				405.07
64493	10150	Sacramento County Utilities	07/10/2026	
	50005891665 May 20	Sewage Collection - Hampton & Railroad		1,817.21
Total for Check Number 64493:				1,817.21
64494	10370	Safety Center, Inc	07/10/2026	
	11861889364	Adult First Aid, CPR & AED - June 16 2026		2,000.00
	11861940764	Adult First Aid, CPR & AED - June 18 2026		2,000.00
	11861958617	Adult First Aid, CPR & AED - June 17 2026		2,000.00
Total for Check Number 64494:				6,000.00
64495	10160	Sierra Office Supplies	07/10/2026	
	4035793-0	Supplies - ADMIN		852.10
Total for Check Number 64495:				852.10
64496	10161	SMUD	07/10/2026	
	2833501 June 2026	Electricity - 9715 Railroad St		19,685.77
Total for Check Number 64496:				19,685.77
64497	10161	SMUD	07/10/2026	
	59633 June 2026	Electricity - 9205 Meadow Grove Dr		7,899.29
Total for Check Number 64497:				7,899.29
64498	10161	SMUD	07/10/2026	
	3793 June 2026	Electricity - 8840 Elk way		42.00
Total for Check Number 64498:				42.00
64499	10161	SMUD	07/10/2026	
	1202265 June 2026	Electricity - 10113 Hampton Oak		8,593.45
Total for Check Number 64499:				8,593.45
64500	10161	SMUD	07/10/2026	
	3548843 June 2026	Electricity - 9085 Elk Grove Bl		2,469.04
Total for Check Number 64500:				2,469.04
64501	10161	SMUD	07/10/2026	
	185955 June 2026	Electricity - Ranch Park/Kelsey Dr		2,916.99
	6034535 June 2026	Electricity - 9035 Polhemus Dr		2,932.82
	6860502 June 2026	Electricity - 9829 Waterman Rd		859.88
Total for Check Number 64501:				6,709.69

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
64502	10161 2839116 June 2026	SMUD Electricity - 9818 Dino Dr	07/10/2026	8,292.05
Total for Check Number 64502:				8,292.05
64503	10163 2385	Solutions by BG Inc. IT Services	07/10/2026	5,770.08
Total for Check Number 64503:				5,770.08
64504	10164 011043 011235	Springbrook Holding Co. LLC ERP ERP	07/10/2026	2,849.00 1,357.32
Total for Check Number 64504:				4,206.32
64505	10170 10813843 10814191	Teichert Aggregates WMRP CIP WMRP CIP	07/10/2026	1,186.31 1,225.38
Total for Check Number 64505:				2,411.69
64506	10612 32064	Transducers direct Repairs & Maint - Treatment	07/10/2026	2,500.00
Total for Check Number 64506:				2,500.00
64507	10392 48119 48122	Ultra Truck Works, Inc Repairs & Maint - Truck #422 Repairs & Maint - Truck #422	07/10/2026	58.71 174.50
Total for Check Number 64507:				233.21
64508	10189 6147227596	Verizon Wireless MIFI's, On Call phone's	07/10/2026	1,779.55
Total for Check Number 64508:				1,779.55
64509	10587 8149	Zanjero, LLC UWMP	07/10/2026	6,687.50
Total for Check Number 64509:				6,687.50
ACH	10019 July 10 2026 Payroll July 10 2026 Payroll July 10 2026 Payroll July 10 2026 Payroll	CalPERS PR Batch 00001.07.2026 457 Loan Payment PR Batch 00001.07.2026 Roth Flat PR Batch 00001.07.2026 457 Percent PR Batch 00001.07.2026 457 Flat	07/10/2026 PR Batch 00001.07.2026 457 PR Batch 00001.07.2026 Roth PR Batch 00001.07.2026 457 PR Batch 00001.07.2026 457	2,327.32 250.00 822.28 9,123.12
Total for this ACH Check for Vendor 10019:				12,522.72
ACH	10060 July 10 2026 Payroll July 10 2026 Payroll	EDD PR Batch 00001.07.2026 SDI PR Batch 00001.07.2026 State Income Tax	07/10/2026 PR Batch 00001.07.2026 SDI PR Batch 00001.07.2026 State	1,888.36 5,711.29
Total for this ACH Check for Vendor 10060:				7,599.65
ACH	10090 July 10 2026 Payroll July 10 2026 Payroll July 10 2026 Payroll	Internal Revenue Service PR Batch 00001.07.2026 Medicare Employer Po PR Batch 00001.07.2026 Medicare Employee Pe PR Batch 00001.07.2026 Federal Income Tax	07/10/2026 PR Batch 00001.07.2026 Med PR Batch 00001.07.2026 Med PR Batch 00001.07.2026 Fed	2,080.55 2,080.55 14,707.52

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for this ACH Check for Vendor 10090:				18,868.62
ACH	10509	BRI	07/10/2026	
	July 10 2026 Payroll	PR Batch 00001.07.2026 Health Savings Accour	PR Batch 00001.07.2026 Hea	1,430.37
Total for this ACH Check for Vendor 10509:				1,430.37
Total for 7/10/2026:				833,847.61
64510	10005	Amazon Capital Services	07/15/2026	
	16P1-XYPP-YGQV	Safety - Utility Crew		370.56
	1H77-CHWG-WTGP	Supplies - ADMIN		19.27
	1HGG-9WP3-MLRJ	Tools - Utility Crew		208.71
	1JFQ-F4DF-NLLL	Safety - Utility Crew		305.36
	1L1Y-GCRD-PP6G	Supplies - ADMIN		6.41
	1R3C-MJ1V-V66F	Safety - Utility Crew		30.32
	1R3C-MJ1V-YRT4	Safety - OPS		249.84
Total for Check Number 64510:				1,190.47
64511	10012	Bay Alarm Company	07/15/2026	
	23055871	Monitoring, Security, Sprinkler, Camera System		2,558.97
	23055871	Sprinkler, Monitoring - ADMIN		663.87
Total for Check Number 64511:				3,222.84
64512	10017	California Steam	07/15/2026	
	400068	Tools - Utility Crew		215.33
Total for Check Number 64512:				215.33
64513	UB*00059	Twila Daly	07/15/2026	
		Refund Check 023555-000, 8742 Santa Ridge C		48.40
Total for Check Number 64513:				48.40
64514	UB*00061	Daly Syhachack & Steven Wheeler	07/15/2026	
		Refund Check 014010-000, 9703 Silvertrail Ln		38.39
		Refund Check 014010-000, 9703 Silvertrail Ln		102.98
Total for Check Number 64514:				141.37
64515	10068	Ferrellgas	07/15/2026	
	2048770191	Materials - Utility Crew		47.73
Total for Check Number 64515:				47.73
64516	UB*00062	J&S Gonsalves Revocable Trust	07/15/2026	
		Refund Check 023127-000, 8743 Elk Way		74.35
		Refund Check 023127-000, 8743 Elk Way		63.17
Total for Check Number 64516:				137.52
64517	UB*00065	Kathleen Willhite Rev Trust	07/15/2026	
		Refund Check 009442-000, 9567 Moon River V		84.10
Total for Check Number 64517:				84.10
64518	UB*00069	Milton Lee	07/15/2026	
		Refund Check 020702-000, 10169 Archley Ct		38.26

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
		Refund Check 020702-000, 10169 Archley Ct		2.43
			Total for Check Number 64518:	40.69
64519	UB*00058	Mackenzie Ha & Thy Lam	07/15/2026	
		Refund Check 005791-000, 8472 Kingsland Ct		68.52
		Refund Check 005791-000, 8472 Kingsland Ct		32.65
			Total for Check Number 64519:	101.17
64520	10125 2585-365346	O'Reilly Auto Parts	07/15/2026	
		Supplies - Utility Crew		19.55
			Total for Check Number 64520:	19.55
64521	UB*00068	Richard Patrick	07/15/2026	
		Refund Check 025496-000, 9239 Crystal Falls \		26.87
			Total for Check Number 64521:	26.87
64522	UB*00066	Phuong Thanh Thuy Hoang & Thuan Duc I	07/15/2026	
		Refund Check 020712-000, 9378 Brenton Ct		14.04
		Refund Check 020712-000, 9378 Brenton Ct		31.95
			Total for Check Number 64522:	45.99
64523	UB*00060	Nimrata Randhawa	07/15/2026	
		Refund Check 027715-000, 9648 Early Light W		9.10
		Refund Check 027715-000, 9648 Early Light W		13.55
			Total for Check Number 64523:	22.65
64524	UB*00070	Roger Sullivan & John Goodall	07/15/2026	
		Refund Check 014340-000, 9689 Kent St		16.72
		Refund Check 014340-000, 9689 Kent St		18.96
			Total for Check Number 64524:	35.68
64525	UB*00057	Sabrina & Adrian Ruiz	07/15/2026	
		Refund Check 016519-000, 9285 Sierra River D		19.52
		Refund Check 016519-000, 9285 Sierra River D		19.52
			Total for Check Number 64525:	39.04
64526	10160 4037752-0	Sierra Office Supplies	07/15/2026	
		Supplies - ADMIN		398.37
			Total for Check Number 64526:	398.37
64527	UB*00067	Taylor Andes & Vanessa Melendez	07/15/2026	
		Refund Check 013258-000, 9692 Melrose Ave		2.05
		Refund Check 013258-000, 9692 Melrose Ave		40.55
			Total for Check Number 64527:	42.60
64528	10170 10816912	Teichert Aggregates	07/15/2026	
		Materials - Utility Crew		506.72
			Total for Check Number 64528:	506.72
64529	UB*00063	Denise Toffey	07/15/2026	
		Refund Check 014987-000, 9509 Sara St		24.50
		Refund Check 014987-000, 9509 Sara St		26.99

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 64529:				51.49
64530	UB*00064	Wang Family Trust	07/15/2026	
		Refund Check 001870-000, 8340 Cantwell Dr		26.73
		Refund Check 001870-000, 8340 Cantwell Dr		40.16
		Refund Check 001870-000, 8340 Cantwell Dr		25.00
Total for Check Number 64530:				91.89
Total for 7/15/2026:				6,510.47
64531	10002 274528	AFLAC Employee Paid - June 2026	07/22/2026	
				927.98
Total for Check Number 64531:				927.98
64532	10003 12413603	Air Works Inc Service Call Repairs & Maint - HVAC ADMIN	07/22/2026	
				898.38
Total for Check Number 64532:				898.38
64533	10009 25-28325	Backflow Technologies Backflow Testing	07/22/2026	
				350.00
Total for Check Number 64533:				350.00
64534	10221 June 2026	BKS Law Firm, PC Legal - June 2026	07/22/2026	
				2,687.60
Total for Check Number 64534:				2,687.60
64535	10014 SJ04433	BSK Associates Sampling - Treatment	07/22/2026	
				254.00
Total for Check Number 64535:				254.00
64536	10042 81706	County of Sacramento Dump Fees - Utility Crew	07/22/2026	
				90.00
Total for Check Number 64536:				90.00
64537	10050 Y5-260736355	Cummins Sales & Services Repairs & Maint Equipment - Treatment	07/22/2026	
				994.40
Total for Check Number 64537:				994.40
64538	10630 1112217	Folsom Ready Mix Materials - WMRP CIP	07/22/2026	
				1,157.64
Total for Check Number 64538:				1,157.64
64539	10556 010J5058	Harrington Industrial Plastics LLC Tools - Treatment	07/22/2026	
				1,224.31
Total for Check Number 64539:				1,224.31
64540	10127 2503509759-8 June 20	Pacific Gas & Electric Company Utility Gas - ADMIN	07/22/2026	
				33.94
Total for Check Number 64540:				33.94

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
64541	10380 2591096	Stantec Consulting Services Inc 2025 AWIA Update	07/22/2026	29,286.75
Total for Check Number 64541:				29,286.75
64542	10631 1752583 1752583	Trace3 Government, LLC Renewal VEEAM Backup - OPS Renewal VEEAM Backup - ADMIN	07/22/2026	2,231.61 2,231.61
Total for Check Number 64542:				4,463.22
64543	10186 01063446	USABluebook Materials - Treatment	07/22/2026	136.72
Total for Check Number 64543:				136.72
Total for 7/22/2026:				42,504.94
64544	10002 582903	AFLAC Employee Paid Contributions	07/23/2026	927.98
Total for Check Number 64544:				927.98
64545	10455 6074763 6075426 6075427 6075428 6075440 6075443 6075444 6075498 6075762 6075763 6075767 6075770 6075772 6075774 6075775 6075776	Alpha Analytical Laboratories, Inc Sampling - Treatment Sampling - Treatment Sampling - Treatment Sampling - Treatment Sampling - Treatment Sampling - Treatment Sampling - Treatment Sampling - Treatment Sampling - Treatment Sampling - Treatment Sampling - Treatment Sampling - Treatment Sampling - Treatment Sampling - Treatment Sampling - Treatment Sampling - Treatment	07/23/2026	20.00 74.00 74.00 20.00 54.00 54.00 54.00 20.00 140.00 20.00 120.00 20.00 20.00 20.00 645.00 25.00
Total for Check Number 64545:				1,380.00
64546	10005 1F3Q-RXG7-P9YY	Amazon Capital Services Safety Materials - Treatment	07/23/2026	91.20
Total for Check Number 64546:				91.20
64547	10213 118612	Aquatic Informatics Inc Annual WaterTrax Data Management	07/23/2026	13,195.95
Total for Check Number 64547:				13,195.95
64548	10033 0000001385	CB&T/ ACWA-JPIA Annual Cyber Liability Ins	07/23/2026	5,585.56
Total for Check Number 64548:				5,585.56
64549	10036 4275111699	Cintas Uniforms - OPS	07/23/2026	185.54

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 64549:	185.54
64550	10076 9006982913	Grainger Materials - Treatment	07/23/2026	262.88
			Total for Check Number 64550:	262.88
64551	10298 109254 109297	Handford Sand & Gravel, Inc Materials - WMRP CIP Truck Hire - WMRP CIP	07/23/2026	805.00 595.00
			Total for Check Number 64551:	1,400.00
64552	10093 10409 10409 10409	Jay's Trucking Service Materials - WRMP CIP Materials - WRMP CIP Materials - WRMP CIP	07/23/2026	2,235.50 5,293.50 5,477.50
			Total for Check Number 64552:	13,006.50
64553	10134 3107986358	Pitney Bowes Global Financial Late Charge Postage Machine Lease	07/23/2026	35.00
			Total for Check Number 64553:	35.00
64554	10148 12348071026 13906071026	SAC Ice Repairs & Maint - MOC Repairs & Maint - MOC	07/23/2026	452.76 551.76
			Total for Check Number 64554:	1,004.52
64555	10163 2387	Solutions by BG Inc. IT Services	07/23/2026	5,922.49
			Total for Check Number 64555:	5,922.49
64556	10379 711707212026	Southwest Answering Service, Inc After Hours on Call Answering Service	07/23/2026	1,021.16
			Total for Check Number 64556:	1,021.16
64557	10193 50038033108	White Cap L.P. Materials - Utility Crew	07/23/2026	226.28
			Total for Check Number 64557:	226.28
			Total for 7/23/2026:	44,245.06
64565	10627 270000005 270000005	Lodi Toyota DMV Reg Corolla Cross L Sale Price & Doc Fee	07/24/2026	481.75 28,518.60
			Total for Check Number 64565:	29,000.35
ACH	10019 July 24 2026 Payroll July 24 2026 Payroll July 24 2026 Payroll July 24 2026 Payroll	CalPERS PR Batch 00002.07.2026 Roth Flat PR Batch 00002.07.2026 457 Loan Payment PR Batch 00002.07.2026 457 Percent PR Batch 00002.07.2026 457 Flat	07/24/2026 PR Batch 00002.07.2026 Rotl PR Batch 00002.07.2026 457 PR Batch 00002.07.2026 457 PR Batch 00002.07.2026 457	250.00 2,327.32 845.65 9,123.12

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for this ACH Check for Vendor 10019:				12,546.09
ACH	10060	EDD	07/24/2026	
	July 24 2026 Payroll	PR Batch 00002.07.2026 SDI	PR Batch 00002.07.2026 SDI	2,038.67
	July 24 2026 Payroll	PR Batch 00002.07.2026 State Income Tax	PR Batch 00002.07.2026 Stat	6,719.09
Total for this ACH Check for Vendor 10060:				8,757.76
ACH	10090	Internal Revenue Service	07/24/2026	
	July 24 2026 Payroll	PR Batch 00002.07.2026 Medicare Employer Po	PR Batch 00002.07.2026 Med	2,248.22
	July 24 2026 Payroll	PR Batch 00002.07.2026 Medicare Employee Pc	PR Batch 00002.07.2026 Med	2,248.22
	July 24 2026 Payroll	PR Batch 00002.07.2026 Federal Income Tax	PR Batch 00002.07.2026 Fede	17,036.76
Total for this ACH Check for Vendor 10090:				21,533.20
ACH	10509	BRI	07/24/2026	
	July 24 2026 Payroll	PR Batch 00002.07.2026 Health Savings Accour	PR Batch 00002.07.2026 Hea	1,430.37
Total for this ACH Check for Vendor 10509:				1,430.37
Total for 7/24/2026:				73,267.77
64558	AR-Hart	Hartin & Hume Construction AR Refund	07/27/2026	1,150.82
Total for Check Number 64558:				1,150.82
64559	AR-Teic	Teichert AR Refund	07/27/2026	663.51
Total for Check Number 64559:				663.51
64560	AR-Walb	Walberg Inc AR Refund	07/27/2026	2,760.09
Total for Check Number 64560:				2,760.09
Total for 7/27/2026:				4,574.42
64566	10455 6074074	Alpha Analytical Laboratories, Inc Sampling - Treatment	07/29/2026	40.00
Total for Check Number 64566:				40.00
64567	10210 35929	Aqua Sierra Controls, Inc Replacement Flowmeter and programming supp	07/29/2026	16,232.00
Total for Check Number 64567:				16,232.00
64568	10009 25-28882 25-28883 25-28884 25-28885	Backflow Technologies Backflow Testing (22) Backflow Testing (13) Backflow Testing (12) Backflow Testing (21)	07/29/2026	1,540.00 910.00 840.00 1,470.00
Total for Check Number 64568:				4,760.00
64569	10014 SJ04190	BSK Associates Sampling - Treatment	07/29/2026	254.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 64569:				254.00
64570	10164	Springbrook Holding Co. LLC	07/29/2026	
	011381	ERP Implementation		375.00
	011382	ERP Implementation		1,386.00
Total for Check Number 64570:				1,761.00
64571	10182	Underground Service Alert	07/29/2026	
	1428282026	FY 2025-26 Billable Tickets		7,711.45
Total for Check Number 64571:				7,711.45
64572	UB*00080	Royanne Trapp	07/29/2026	
		Refund Check 027593-000, 8360 Blackman Wy		4.78
Total for Check Number 64572:				4.78
64573	UB*00085	Leslie Amant	07/29/2026	
		Refund Check 016199-000, 9507 Quaymas Ct		2.05
		Refund Check 016199-000, 9507 Quaymas Ct		2.06
Total for Check Number 64573:				4.11
64574	10005	Amazon Capital Services	07/29/2026	
	1YGF-R94N-1L7L	Supplies - ADMIN		143.32
Total for Check Number 64574:				143.32
64575	UB*00074	Daniel Belshaw	07/29/2026	
		Refund Check 021285-000, 9113 Buckskin Ct		10.17
Total for Check Number 64575:				10.17
64576	10036	Cintas	07/29/2026	
	5350168805	Medical Cabinet - ADMIN		214.54
	5350168806	Medical Cabinet - MOC		384.40
Total for Check Number 64576:				598.94
64577	UB*00071	Kim Eller	07/29/2026	
		Refund Check 013508-000, 8723 Los Banos Wa		16.58
Total for Check Number 64577:				16.58
64578	UB*00072	Elliott Homes Communities LLC	07/29/2026	
		Refund Check 020770-000, 8965 Elliott Springs		11.19
Total for Check Number 64578:				11.19
64579	UB*00075	Elliott Homes Communities LLC	07/29/2026	
		Refund Check 020620-000, 9061 Elliott Springs		2.23
Total for Check Number 64579:				2.23
64580	UB*00078	Steven Gollnick	07/29/2026	
		Refund Check 019283-000, 10062 Hampton Oa		3.47
Total for Check Number 64580:				3.47
64581	10560	Halogen Systems, Inc	07/29/2026	
	3814	Repairs & Maint Equipment - Treatment		1,129.01

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 64581:				1,129.01
64582	UB*00083	Lisa Harada	07/29/2026	
		Refund Check 022218-000, 9353 Aizenberg Cir		33.88
		Refund Check 022218-000, 9353 Aizenberg Cir		60.44
Total for Check Number 64582:				94.32
64583	UB*00084	M&M Property Services	07/29/2026	
		Refund Check 029157-000, 9658 Gruwell Way		215.98
		Refund Check 029157-000, 9658 Gruwell Way		215.98
Total for Check Number 64583:				431.96
64584	UB*00073	Hannah Nguyen	07/29/2026	
		Refund Check 021384-000, 8634 Hummingbird		1.87
Total for Check Number 64584:				1.87
64585	10125 2585-368118	O'Reilly Auto Parts Supplies - Treatment	07/29/2026	
				43.11
Total for Check Number 64585:				43.11
64586	10135 7M78311	Platt Materials - Treatment	07/29/2026	
				108.08
Total for Check Number 64586:				108.08
64587	10144 0922-010317761	Republic Services #922 Waste, Recycle, Organics - MOC	07/29/2026	
				3,669.86
Total for Check Number 64587:				3,669.86
64588	10144 0922-010316525	Republic Services #922 Waste, Recycle, Organics - ADMIN	07/29/2026	
				826.76
Total for Check Number 64588:				826.76
64589	UB*00077	Yvette Sandoval	07/29/2026	
		Refund Check 000493-000, 9219 Crowell Dr		4.48
Total for Check Number 64589:				4.48
64590	UB*00081	James Sayamnath	07/29/2026	
		Refund Check 012993-000, 9650 Mindoka Wy		6.69
Total for Check Number 64590:				6.69
64591	UB*00079	Lurel Speier	07/29/2026	
		Refund Check 014661-000, 8912 Brecon Wy		15.04
Total for Check Number 64591:				15.04
64592	10170 10819768	Teichert Aggregates Materials - WMRP CIP	07/29/2026	
				593.62
Total for Check Number 64592:				593.62
64593	10192 113997275 113997275	Wex Bank Fuel - Distribution Crew Fuel - Treatment Crew	07/29/2026	
				3,098.98
				658.08

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	113997275	Fuel -Utility Crew		1,918.73
	113997275	Fuel		30.46
Total for Check Number 64593:				5,706.25
64594	UB*00082	WH3, LLC	07/29/2026	
		Refund Check 020903-000, 8601 Zircon Crest C		69.16
Total for Check Number 64594:				69.16
64595	UB*00076	WT Properties LLC	07/29/2026	
		Refund Check 020952-000, 9518 Clarke Farms		4.66
Total for Check Number 64595:				4.66
Total for 7/29/2026:				44,258.11
Report Total (174 checks):				1,194,565.07

BOARD AND EMPLOYEE MONTHLY EXPENSE/REIMBURSEMENTS

As of 07/31/2026[illegible]

Active Account Information
As of 7/31/2026

	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
Water Accounts:												
Metered												
Residential	12,598											
Commercial	388											
Irrigation	173											
Fire Service	191											
Total Accounts	13,350	-	-	-	-	-	-	-	-	-	-	-

Active Account Information
FY 2025/2026

	JULY	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
Water Accounts:												
Metered												
Residential	12,564	12,556	12,579	12,560	12,564	12,559	12,539	12,569	12,564	12,585	12,585	12,590
Commercial	356	355	355	355	355	355	425	424	389	388	389	388
Irrigation	190	189	189	190	190	190	173	171	172	172	172	173
Fire Service	191	191	191	191	191	191	190	190	191	190	190	190
Total Accounts	13,301	13,291	13,314	13,296	13,300	13,295	13,327	13,354	13,316	13,335	13,336	13,341

**Bond Covenant Status
For Fiscal Year 2026-27
As of 07/31/2026**

Operating Revenues:

Charges for Services	\$	1,966,522
-----------------------------	----	-----------

Operating Expenses:

Salaries & Benefits		323,818
Seminars, Conventions and Travel		500
Office & Operational		165,782
Purchased Water		394,662
Outside Services		44,028
Equipment Rent, Taxes, and Utilities		9,154
Total Operating Expenses		937,944

Net Operating Income	\$	1,028,578
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Annual Interest & Principal Payments		
\$3,981,047	\$	331,754 ⁽¹⁾

Debt Service Coverage Ratio, YTD Only:	3.10
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Required	1.15
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Notes

⁽¹⁾ Reflects budget divided by number of months year to date.
However, first Principal/Interest Payments made in September.

Projected Annual Budget Coverage Ratio is	1.46
---	-------------

Consent Calendar
Item# f

29

General Ledger
Monthly Consent

User: PLee@egwd.org
Period 1-1
Fiscal Year 2027

1/12 8.33%

Account	Description	End Bal	Budget	\$ Variance	% Variance
Revenue					
	Revenues	\$ (1,966,522.08)	\$ (18,477,993.82)	\$ (16,511,471.74)	10.64%
	Total Revenue	1,966,522.08	18,477,993.82	16,511,471.74	10.64%
Expense					
	Salaries & Benefits	323,817.88	5,686,886.87	5,363,068.99	5.69%
	Seminars Conventions & Travel	500.00	42,444.00	41,944.00	1.18%
	Office & Operational	165,782.02	1,742,067.48	1,576,285.46	9.52%
	Purchased Water	394,662.00	3,805,728.20	3,411,066.20	10.37%
	Outside Services	44,028.24	1,146,580.00	1,102,551.76	3.84%
	Rentals & Leases	513.21	23,120.00	22,606.79	2.22%
	Taxes & Utilities	8,640.46	558,324.00	549,683.54	1.55%
	Non-Operational	(91,615.97)	(25,000.00)	66,615.97	366.46%
	Total Expense	\$ 846,327.84	\$ 12,980,150.55	\$ 12,133,822.71	6.52%
Revenue Total		\$ 1,966,522.08	\$ 18,477,993.82	\$ 16,511,471.74	10.64%
Expense Total		\$ 846,327.84	\$ 12,980,150.55	\$ 12,133,822.71	6.52%
Revenues in Excess of Expenditures		\$ 1,120,194.24	\$ 5,497,843.27	\$ 4,377,649.03	20.38%

Consultant Expenses

As of 07/31/2026

Fiscal Retainer Contracts

	Description	Total Contract	Current Month	Paid to date	2026-2027 FY Budget	Percent of year (0.08)
BKS Law Firm, PC	Task orders	TBD	\$ 2,688	\$ 2,688		
Best Best & Krieger	Task orders	TBD	\$ -			
Liebert Cassidy Whitmore	Task orders	TBD	\$ -			
Total				\$ 2,688	\$ 170,000	1.58%
Solutions by BG, Inc.	Task orders		\$ 11,693	\$ 11,693	\$ 169,000	6.92%

Major Contracts

Consultant	Description	Total Contract	Paid to date	2023-2024 FY Budget	Percent of Contract Amount
	PSA		\$ -		#DIV/0!
	PSA		\$ -		#DIV/0!
	PSA		\$ -		#DIV/0!

**Major Capital Improvement Project
Budget vs Actuals
As of 07/31/2026**

Capital Project	Total Project Budget	Total Project Exp to Date	Percent Spent	Capitalized Labor	Fund Type	Project Type	July				YTD % Spent	% of Project Complete
							2026-27 Budget	Project Exp	Total YTD ⁽¹⁾			
AMI Metering Technology*	\$ 3,013,768	\$ 1,593,768	52.88%	4,624	CIP	Supply/Distribution	\$ 1,420,000	\$ 4,624	\$ 4,624	0.33%	0%	
Transmission Main Brinkman Ct. (Cost Share)*	174,900	24,900	14.24%	-	CIP	Supply/Distribution	150,000	-	-	0.00%	0%	
Well Rehabilitation	210,000	-	0.00%	-	R&R	Supply/Distribution	210,000	-	-	0.00%	0%	
Elk Grove Florin-Frontage Rd. Water Main	723,934	322,934	44.61%	19,810	R&R	Supply/Distribution	401,000	24,039	24,039	5.99%	10%	
Gamay/Chablis Way	398,000	5,294	1.33%	-	R&R	Supply/Distribution	398,000	5,294	5,294	1.33%	0%	
Halverson Dr. Water Main	321,000	-	0.00%	-	R&R	Supply/Distribution	321,000	5,478	5,478	1.71%	0%	
City of Elk Grove Improvement Projects*	70,000	-	0.00%	-	R&R	Supply/Distribution	70,000	-	-	0.00%	0%	
Media Replacement - HVWTP Filter Vessels	150,000	-	0.00%	-	R&R	Treatment	150,000	-	-	0.00%	0%	
Well 8 & 9 PLC Replacement	150,000	-	0.00%	-	R&R	Treatment	150,000	-	-	0.00%	0%	
RRWTP - 36" Production Meter Replacement	60,000	-	0.00%	-	R&R	Treatment	60,000	-	-	0.00%	0%	
Truck Replacements	110,000	-	0.00%	-	R&R	Building and Site	110,000	29,000	29,000	26.36%	33%	
Pavement Repair & Seal Coat - RRWTP	35,000	-	0.00%	-	R&R	Building and Site	35,000	-	-	0.00%	0%	
AC Roller Replacement	45,000	-	0.00%	-	R&R	Building and Site	45,000	-	-	0.00%	0%	
Building Maintenance - RRWTP	30,000	-	0.00%	-	R&R	Building and Site	30,000	-	-	0.00%	0%	
Pavement Repair & Seal Coat - Admin.	30,000	-	0.00%	-	R&R	Building and Site	30,000	-	-	0.00%	0%	
Unforeseen Capital Projects	100,000	-	0.00%	-	-	-	100,000	-	-	0.00% ⁽²⁾	-	
Sub-Total	\$ 5,621,603	\$ 1,946,896	34.63%	\$ 24,434			\$ 3,680,000	\$ 68,434	\$ 68,434	1.86%		

⁽¹⁾ Includes \$0.00 in capitalized labor through 07/31/2025

⁽²⁾ Includes unforeseen capital projects, including:

-
 -
 Total \$ -

August 18, 2026

TO: Chair and Directors of the Florin Resource Conservation District

FROM: Patrick Lee, Finance Manager/Treasurer

SUBJECT: **NOTICE OF PENDING SERVICE INTERRUPTION PROCESSING**

RECOMMENDATION

Receive and discuss the notice of pending service interruption process and provide direction to staff, as appropriate.

SUMMARY

The Florin Resource Conservation District (District) owns and operates the Elk Grove Water District (EGWD), which recently implemented the Springbrook enterprise resource planning (ERP) system, including a new utility billing (UB) module. The UB module provides many enhancements to billing functions, account management and customer service functions, as well as an overall improved user experience for both staff and customers.

The District is considering transitioning the Notice of Pending Service Interruption process from staff preparation and hand delivery to a third-party printing and delivery service. The proposed approach would streamline notice preparation and delivery while providing a standardized process with tracking and delivery confirmation.

DISCUSSION

Background

EGWD provides residential and commercial water service to approximately 13,500 customers within a service area which spans 13 square miles. As part of providing retail water service, EGWD complies with the provision of Senate Bill 998 – *Discontinuance of residential water service: urban and community water systems*, section 116908. Section 116908 established notification requirements for customers whose water bills are delinquent and subject to discontinuance of service. This notification must be provided no less than seven (7) business days before the scheduled discontinuance of service for nonpayment. EGWD refers to this as a Notice of Pending Service Interruption (notice).

Prior to the implementation of the UB module, the District's legacy UB software was programmed to print these notices on door hanger cardstock (Attachment 1). The notices were automatically sorted by meter-reading route and then by physical address to provide the most

NOTICE OF PENDING SERVICE INTERRUPTION PROCESSING

Page 2

efficient delivery route. District Operations staff then physically delivered the notices to each property and placed the notices on the customer's front door.

Present Situation

With the implementation of the new UB module, the time required to prepare the notices has increased. Under the legacy UB system, it took three (3) staff members approximately 30 minutes to generate and print the notices. Under the new UB module, it now takes approximately 1.5 hours. The new UB module lacks the capabilities to perform the following functions:

1. Ability to automatically generate the notices for printing – this is currently being done by generating and manipulating an excel list of customers and performing a mail merge into Microsoft word for printing.
2. Ability to sort the notices based on the most efficient delivery route – this is currently being done by staff manipulating multiple spreadsheets so that notices are sorted by route and then by address prior to printing.
3. Ability to accurately include only customers who should be receiving notices – staff is having to review customer lists to ensure it accurately captures only customers who are delinquent and subject to shutoff. The new UB module improperly identifies customers who are on payment arrangements that are in a current status as delinquent.

To improve operational efficiency in both the preparation and delivery of these notices, staff would like to explore transitioning the printing and delivery of these notices to a third-party printing and delivery service provider. Using a third-party service provider is expected to provide several operational benefits, such as:

1. Eliminating staff time associated with printing and preparing notices
2. Eliminating Operations staff time associated with physical delivery
3. Reducing District vehicle use associated with notice delivery
4. Providing a more standardized and trackable delivery process
5. Reducing liability associated with District employees physically delivering notices to customer properties

Staff contacted El Torro Water District and Scotts Valley Water District, both of which use the Springbrook ERP UB module. Both agencies confirmed that they process their notices using the standard letter template within the UB module. The notices are generated out of the UB module and uploaded to their third-party service provider for printing and delivery.

NOTICE OF PENDING SERVICE INTERRUPTION PROCESSING

Page 3

EGWD currently uses InfoSend as its third-party bill printing and mailing service provider. After billing is completed each month, a file is generated and uploaded onto a secure file transfer site where InfoSend downloads the file, prints the bills and mails them. Using this same process, InfoSend has confirmed their ability to process the notices the same way by downloading an uploaded file from a secure site and then printing and mailing the notices (Attachment 2).

Through InfoSend's partnership with FedEx, the notices can also be delivered with real-time tracking and delivery confirmation. InfoSend provided the following delivery options and costs:

1. Priority Overnight Delivery: Data file must be received at InfoSend by 9am the morning before the desired FedEx delivery day - \$29.73/notice
2. Standard Overnight Delivery: Data file must be received at InfoSend by 9am the morning before the desired FedEx delivery day - \$27.63/notice
3. 2-Day Standard Delivery: Data file must be received at InfoSend by 9am 2 business days before the desired FedEx delivery day - \$25.02/notice

Staff believes that tracked FedEx delivery may increase the likelihood that customers will retrieve and open the notice, compared with standard mailed or a door hanger (Attachment 3), thereby increasing awareness of their delinquent account. In addition, delivery tracking and confirmation would provide the District with documentation that the notice was delivered.

EGWD customers receiving these notices are currently assessed a \$25 door-tag fee to cover the administrative cost of preparing, printing and delivering the notice. Based on an average of 400 notices per month, or approximately 4,800 notices annually, the financial impacts are estimated as follows:

Current estimated annual door tag fees at \$25/tag:

1. 4,800 door tags at \$25/tag = \$120,000 annually

Estimated annual door tag fees at \$25.02/tag (2-Day Standard Delivery):

1. 4,800 door tags at \$25.02/tag = \$120,096 annually

Estimated Annual Labor Savings and Operational Value:

1. Savings in Utility Billing overtime costs for statement preparation and printing:
 - a. Average fully burdened overtime rate \$100.98/hour (utility billing staff only)
 - b. 1.5-hour processing time each month

NOTICE OF PENDING SERVICE INTERRUPTION PROCESSING

Page 4

- c. 3 employees
 - d. 12 months
 - e. $A \times B \times C \times D = \$5,453$ annually
2. Value of Operations staff time redirected to other District activities:
- a. 6-hour delivery time each month
 - b. 4 employees
 - c. 12 months
 - d. 288 staff-hours annually redirected to other operational priorities

The proposed transition would eliminate approximately 342 staff hours annually that is currently devoted to notice preparation and delivery. Of this amount, approximately 288 Operations staff hours annually could be redirected to system maintenance, preventive maintenance, service response, and other operational priorities. In addition, the transition would eliminate approximately \$5,453 annually in Utility Billing overtime costs.

ENVIRONMENTAL CONSIDERATIONS

There are no direct environmental considerations associated with this report.

STRATEGIC PLAN CONFORMITY

This item conforms to the FRCD/Elk Grove Water District 2025-2030 Strategic Plan Goal No. 2 Fiscal Responsibility by practicing prudent financial stewardship and management of resources for the benefit of District customers.

FINANCIAL SUMMARY

The financial impact associated with this report is the elimination of approximately \$5,453 in annual Utility Billing overtime costs.

Respectfully submitted,



PATRICK LEE
TREASURER

Attachments

Notice of Pending Service Interruption

Elk Grove Water District
9829 Waterman Rd.
Elk Grove, CA 95624

Customer Name
Customer Address

FIELD CODE: 1
DELIVERY DATE: 8/12/2026
DUE BEFORE 5PM: 8/25/2026
SERVICE TERMINATION
DATE: 8/26/2026
AMOUNT DUE: \$158.24
ACCOUNT NUMBER: 000000-000

DO NOT MAIL PAYMENT

Water service to the noted service address is set to be terminated in 10 days due to a delinquent balance. To avoid service termination, the delinquent balance and a \$25 door tag fee must be paid before 5:00 pm on the due date of this notice. A \$100 late payment penalty will be applied to the account and service may be terminated if payment is not received by 5:00 pm on the due date of this notice. Terminated service will be restored only after payment of the delinquent balance, the \$25 door tag fee and the \$100 late payment penalty.

Arrangements to petition for bill review, amortize, defer or set up an alternate payment schedule for the delinquent balance can be made in person at the District office any time prior to the service termination date on this notice.

If you are a tenant at this address and your service is individually metered or meets other requirements, you have the right to be responsible for your own water service in accordance with the requirements of law. If you wish to start new service as a tenant, you can do so without paying the delinquent amount due from the landlord, manager or agent of the property. Verification may include, but is not limited to, a lease or rental agreement, rent receipts, a government document indicating you are renting the property and a signed and notarized Landlord Consent to Tenant Billing form.

For all other inquiries regarding this notice, please call (916) 685-3556 to speak to a Customer Service Representative.

Si la solicita, puede obtener una copia de este aviso en español.
如您有需求，我們可以提供本通知的中文副本。

Ang isang kopya ng paunawang ito sa wikang Tagalog ay makukuha kapag hiniling.

Có bản thông báo này bằng tiếng Việt khi có yêu cầu.

요청하시면 이 통지의 한국어 사본을 받으실 수 있습니다.

Notice of Pending Service Interruption

Elk Grove Water District
9829 Waterman Rd.
Elk Grove, CA 95624

Customer Name
Customer Address

FIELD CODE: 1
DELIVERY DATE: 8/12/2026
DUE BEFORE 5PM: 8/25/2026
SERVICE TERMINATION
DATE: 8/26/2026
AMOUNT DUE: \$88.54
ACCOUNT NUMBER: 000000-000

DO NOT MAIL PAYMENT

Water service to the noted service address is set to be terminated in 10 days due to a delinquent balance. To avoid service termination, the delinquent balance and a \$25 door tag fee must be paid before 5:00 pm on the due date of this notice. A \$100 late payment penalty will be applied to the account and service may be terminated if payment is not received by 5:00 pm on the due date of this notice. Terminated service will be restored only after payment of the delinquent balance, the \$25 door tag fee and the \$100 late payment penalty.

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요청하시면 이 통지의 한국어 사본을 받으실 수 있습니다.

Attachment 2



Past Due Statement
08/11/2026

Customer Name
Customer Mailing Address
City, State Zip

RE: Account Number 000000-000
 Account Name Customer Name
 Service Location Service Address
 Due Date Tuesday, August 25, 2026
 Past Due Amount \$133.24
 Additional Charge \$ 25.00
 Amount Due \$158.24

Dear Customer:

Water service to the noted service address is set to be terminated in 10 days due to a delinquent balance. To avoid service termination, the delinquent balance and a \$25 door tag fee must be paid before 5:00 pm on the due date of this notice. A \$100 late payment penalty will be applied to the account and service may be terminated if payment is not received by 5:00 pm on the due date of this notice.

Terminated service will be restored only after payment of the delinquent balance, the \$25 door tag fee and the \$100 late payment penalty. Arrangements to petition for bill review, amortize, defer or set up an alternate payment schedule for the delinquent balance can be made in person at the District office any time prior to the service termination date on this notice.

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Si la solicita, puede obtener una copia de este aviso en español.
Ang isang kopya ng paunawang ito sa wikang Tagalog ay makukuha kapag hiniling.
Có bản thông báo này bằng tiếng Việt khi có yêu cầu.

Sincerely,
Utility Billing

0-30 days	31-60 days	61-90 days	91-120 days	Over 120 days
\$158.24	\$133.24	\$0.00	\$0.00	\$0.00



Past Due Statement
08/11/2026

Customer Name
Customer Mailing Address
City, State Zip

RE: Account Number 000000-000
 Account Name Customer Name
 Service Location Service Address
 Due Date Tuesday, August 25, 2026
 Past Due Amount \$63.54
 Additional Charge \$25.00
 Amount Due \$88.54

Dear Customer:

Water service to the noted service address is set to be terminated in 10 days due to a delinquent balance. To avoid service termination, the delinquent balance and a \$25 door tag fee must be paid before 5:00 pm on the due date of this notice. A \$100 late payment penalty will be applied to the account and service may be terminated if payment is not received by 5:00 pm on the due date of this notice.

Terminated service will be restored only after payment of the delinquent balance, the \$25 door tag fee and the \$100 late payment penalty. Arrangements to petition for bill review, amortize, defer or set up an alternate payment schedule for the delinquent balance can be made in person at the District office any time prior to the service termination date on this notice.

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Có bản thông báo này bằng tiếng Việt khi có yêu cầu.

Sincerely,
Utility Billing

0-30 days	31-60 days	61-90 days	91-120 days	Over 120 days
\$141.72	\$63.54	\$0.00	\$0.00	\$0.00



August 18, 2026

TO: Chair and Directors of the Florin Resource Conservation District

FROM: Stefani Phillips, Board Secretary

SUBJECT: **CONFLICT OF INTEREST CODE UPDATE**

RECOMMENDATION

It is recommended that the Florin Resource Conservation District Board of Directors adopt Resolution No. 08.18.26.01, amending the Florin Resource Conservation District/Elk Grove Water District Conflict of Interest Code.

SUMMARY

The Political Reform Act (Government Code sections 81000 *et seq.*) requires that local government agencies review their Conflict of Interest Code every two (2) years. If the Florin Resource Conservation District Board of Directors (Board) adopts the proposed Conflict of Interest Code (COIC), it will be forwarded to the County of Sacramento Board of Supervisors. The Board of Supervisors is the code-reviewing body for Sacramento County. The Florin Resource Conservation District/Elk Grove Water District (District) is wholly contained within the boundaries of Sacramento County, and therefore, the COIC must be submitted to them for review.

DISCUSSION

Background

The COIC designates officials and employees that make or participate in governmental decisions which might have a financial impact on their personal finances or other financial interests. The disclosure categories assigned to those positions require the disclosure of all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding the designated positions. The COIC includes all other provisions required by the Political Reform Act and the related regulations promulgated by the Fair Political Practices Commission (FPPC).

The Sacramento County Board of Supervisors has the responsibility of reviewing the COIC. If approved, the effective date will be 30 days after approval by the Board of Supervisors.

CONFLICT OF INTEREST CODE UPDATE

Page 2

The District is conducting its required biennial review of the COIC for 2026. The proposed amendments implement changes required by Senate Bill 852 and ensure that the COIC remains consistent with current law.

Present Situation

The most substantive revision reflects the changes enacted by Senate Bill 852, which amended Government Code section 87500, effective January 1, 2026. Under the amended law, public officials who manage public investments ("statutory filers") are now required to file their FPPC Form 700 electronically with the Fair Political Practices Commission (FPPC), rather than with their local agency.

Previously, the District's code filer forwarded statutory filers' Form 700 statements to the Sacramento County Clerk of the Board of Supervisors. Pursuant to Senate Bill 852, statutory filers must now file their statements directly with the FPPC.

The revisions implementing Senate Bill 852 also add Investment Management Consultants to the District's Conflict of Interest Code. This category includes consultants who direct the investment of District funds; formulate or approve District investment policies; approve or establish guidelines for District asset allocation; or approve District investment transactions. A redline version of the policy (attached) has been provided for the Boards review.

Staff recommends that the Board adopt Resolution No. 08.18.26.01, amending the District Conflict of Interest Code.

ENVIRONMENTAL CONSIDERATIONS

There are no direct environmental considerations associated with this report.

STRATEGIC PLAN CONFORMITY

This item conforms to Strategic Goal 1, Governance and Customer Engagement, of the District's Strategic Plan, which directs the District to manage public resources in an effective, efficient and transparent manner.

August 18, 2026

CONFLICT OF INTEREST CODE UPDATE

Page 3

FINANCIAL SUMMARY

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

Respectfully submitted,



STEFANI PHILLIPS
HUMAN RESOURCES ADMINISTRATOR

Attachment

RESOLUTION NO. 08.18.26.01

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
FLORIN RESOURCE CONSERVATION DISTRICT AMENDING THE
FLORIN RESOURCE CONSERVATION DISTRICT/ELK GROVE
WATER DISTRICT CONFLICT OF INTEREST CODE**

WHEREAS, Government Code Section 87300 requires each local public agency to adopt and promulgate a conflict of interest code pursuant to the Political Reform Act for the purpose of ensuring that agency officials subject to the statute disclose economic interests that might be involved in the making or in the participation of making decisions that may foreseeably have a material effect on each official's financial interest;

WHEREAS, Government Code Section 87307 authorizes a local public agency to amend its conflict of interest code at any time;

WHEREAS, the Florin Resource Conservation District/Elk Grove Water District's (District) existing Conflict of Interest Code, as last amended by the Florin Resource Conservation District Board of Directors (Board) on August 20, 2024, requires updating to implement Senate Bill 852 (Government Code section 87500), revise the filing requirements for statutory filers, add Investment Management Consultants as designated positions, and make other necessary updates;

WHEREAS, notice of the time and place of a public meeting regarding the Board's consideration, the proposed amended District Conflict of Interest Code (Code) was provided to each designated employee and publicly posted for review at the District's offices; and

WHEREAS, at the noticed regular meeting of the Board on August 18, 2026, all present employees and members of the public were provided an opportunity to be heard on the proposed amended Code.

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

SECTION 1. The Board hereby adopts the amended Code attached hereto as Exhibit "A" and made a part hereof, which supersedes the amended conflict of interest code adopted by the Board on August 20, 2024, and all other prior inconsistent codes, resolutions or ordinances.

SECTION 2. Designated employees and consultants shall file statements of economic interest on FPPC Form 700 as required by the Political Reform Act. Statutory filers subject to Government Code section 87500 shall file their statements electronically with the Fair Political Practices Commission (FPPC). All other designated employees and consultants shall file with the District's designated code filing officer, the Board Secretary, in accordance with the District's Conflict of Interest Code.

SECTION 3. The amended Code adopted by this resolution shall not take effect until the Sacramento County Board of Supervisors approves it in its capacity as the code reviewing body

under the Political Reform Act. The Board Secretary is hereby authorized and directed to submit a certified copy of this resolution with the amended District Conflict of Interest Code to the Board of Supervisors and request approval of the Code.

SECTION 4. After approval by the Sacramento County Board of Supervisors, the amended Code shall constitute the District's Conflict of Interest Code in accordance with subdivision (a) of Section 18730 of Title 2 of the California Code of Regulations.

PASSED, APPROVED AND ADOPTED by the Florin Resource Conservation District Board of Directors on this 18th day of August 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Paul Lindsay
Chair

ATTEST:

Stefani Phillips
Board Secretary

APPROVED AS TO FORM:

Joshua M. Horowitz
General Counsel

EXHIBIT “A”

**“FLORIN RESOURCE CONSERVATION DISTRICT/ELK GROVE WATER
DISTRICT CONFLICT OF INTEREST CODE”**

[Attached behind this cover page]

Policy Type: Florin Resource Conservation District Board of Directors
Policy Title: Conflict of Interest Code
Date Adopted:
Resolution No:
Date Amended:

I. PURPOSE

The purpose of this Conflict of Interest Code Policy is to ensure that all employees, officers, and board members of the Florin Resource Conservation District/Elk Grove Water District (the “District”) conduct their duties with the highest level of integrity and transparency.

II. POLICY

This policy is designed to identify, disclose, and manage any actual, potential, or perceived conflicts of interest that may arise in the course of District directors’, officers’, and employees’ performance of their professional responsibilities. By complying with this policy, the District aims to protect the reputation and trustworthiness of our organization, promote ethical decision-making, and maintain public confidence in our operations and services. This Policy shall constitute the Conflict of Interest Code of the District.

III. CONFLICT OF INTEREST CODE

A. Political Reform Act

The Political Reform Act (Government Code sections 81000 *et seq.*) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission (“FPPC”) has adopted Section 18730 of Title 2 of the California Code of Regulations (“Regulations”), which contains the terms of a standard conflict of interest code which can be incorporated by reference in an agency’s code. After public notice and hearing, the FPPC may revise these regulations to conform to amendments in the Political Reform Act. Therefore, the terms of Section 18730 of the Regulations and any amendments to it duly adopted by the FPPC are hereby incorporated by reference.

All employees and officers listed as Designated Positions are required to file their statements of economic interests with the **Board Secretary** as the District’s Filing Officer. The **Board Secretary** shall retain the originals of the statements of all other Designated Positions and shall make all retained statements available for public inspection and reproduction during regular business hours. (Gov. Code section 81008.)

B. Officials Who Manage Public Investments

District officials who manage public investments, as defined by Section 18700.3(b)(1) of the Regulations, are NOT subject to the District's Conflict of Interest Code. Instead, under Government Code sections 87200 *et seq.* and Section 18730(b)(3) of the Regulations, these officials are required to file annual, assuming office, and leaving office Form 700 Statements of Economic Interests, with disclosure requirements generally comparable to the broadest disclosure category in this Code. These positions are listed for informational purposes only, as they must file their Form 700 electronically with the FPPC.

It has been determined that the positions listed below are officials who manage public investments:

- General Manager
- Investment Management Consultants
- Members of the Board of Directors
- Treasurer/Finance Manager

Individuals holding one of the above-listed positions may contact the FPPC for assistance or written advice regarding their filing obligations if they believe that their position has been categorized incorrectly. The FPPC makes the final determination whether a position is covered by Government Code section 87200.

C. Designated Positions

<u>Designated Positions'</u> <u>Title or Function</u>	<u>Disclosure Categories</u> <u>Assigned</u>
Assistant General Manager	1, 2
Associate Engineer	2, 3, 5
Associate Civil Engineer	2, 3, 5
Senior Civil Engineer	2, 3, 5
Finance Supervisor	2, 3, 5
General Counsel	1, 2
Human Resources Administrator	5
Operations Manager	5
Program Manager	4
Water Distribution Supervisor	5
Water Treatment Supervisor	5

D. Consultant and New Positions

Individuals providing services as a Consultant as defined in Section 18700.3(a) of the Regulations who makes or participates in making decisions shall disclose pursuant to the broadest disclosure category in this Conflict of Interest Code subject to the following limitation. The General Manager may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. Any such determination must be made in writing and include a clear description of the consultant's duties and the extent of the required disclosure obligations. (Gov. Code sec. 82019; Regulations secs. 18219 and 18734.) The General Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code sec. 81008.) Investment Management Consultants include Consultants that direct the investment of District funds, formulate or approve District investment policies, approve or establish guidelines for District asset allocation, or approve District investment transactions. (2 C.C.R. section 18700.3(b)(1) & (e)) Investment Management Consultants are considered officials who manage public investments and must file their Form 700 electronically with the FPPC rather than with the District.

If the District creates a new position that requires disclosure under this Conflict of Interest Code without simultaneously amending the Code, the employee appointed to fill such a position will file a Form 700 Assuming Office Statement and thereafter file annual Form 700 Disclosure of Economic Interest Statements using the broadest disclosure category until the District amends the Code to designate the position and, if warranted, to authorize more narrow disclosure for the position. Alternatively, the General Manager may designate for any such position or consultant narrower disclosure obligations using a FPPC Form 804 (New Hire) or Form 805 (New Consultant) as appropriate. (See Regulations section 18734.)

E. Disclosure Categories

The disclosure categories listed below identify the types of economic interests that the Designated Position must disclose for each disclosure category to which he or she is assigned.

- Category 1: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that do business in or own real property within the jurisdiction of the District.
- Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of the District.
- Category 3: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, engaged in land development, construction or the acquisition or sale of real property within the jurisdiction of the District.

- Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type utilized by the District.
- Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the Designated Position's department, unit or division.

This Conflict of Interest Code does not require the reporting of gifts from outside the District's jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Regulations sec. 18730.1)

Policy Type: Florin Resource Conservation District Board of Directors
Policy Title: Conflict of Interest Code
Date Adopted:
Resolution No:
Date Amended:

I. PURPOSE

The purpose of this Conflict of Interest Code Policy is to ensure that all employees, officers, and board members of the Florin Resource Conservation District/Elk Grove Water District (the "District") conduct their duties with the highest level of integrity and transparency.

II. POLICY

This policy is designed to identify, disclose, and manage any actual, potential, or perceived conflicts of interest that may arise in the course of District ~~directors'~~ officers' and employees' performance of their professional responsibilities. By complying with this policy, the District aims to protect the reputation and trustworthiness of our organization, promote ethical decision-making, and maintain public confidence in our operations and services. This Policy shall constitute the Conflict of Interest Code of the District.

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All ~~Officials and~~ employees and officers listed as –Designated Positions are required to ~~submit~~ file their ~~a statements~~ of economic interests ~~shall file their statements with the~~ **Board Secretary** as the District's Filing Officer. ~~The Board Secretary shall make and retain a copy of all statements filed by Members of the Board of Directors and the General Manager and forward the originals of such statements to the Clerk of the Board of Supervisors in the County of Sacramento.~~ The **Board Secretary** shall retain the originals of the statements of all other ~~Officials and~~ Designated Positions and shall make all retained statements available for public inspection and reproduction during regular business hours. (Gov. Code section 81008.)

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District ~~o~~Officials who manage public investments, as defined by Section 18700.3(b)(1) of the Regulations, are NOT subject to the District's Conflict of Interest Code. ~~Code.~~ Instead, under Government Code sections 87200 et seq. and Section 18730(b)(3) of the Regulations, these officials are required to file annual, assuming office, and leaving office Form 700 Statements of Economic Interests, with disclosure requirements generally comparable to the broadest disclosure category in this Code. These positions are listed for informational purposes only, as they must file their Form 700 electronically with the FPPC.

~~, but must file Form 700 annual disclosure statements and entering and leaving office statements when appropriate, and generally under the broadest disclosure category in this Code, under Government Code sections 87200 et seq. and Section 18730(b)(3) of the Regulations. These positions are listed here for informational purposes only.~~

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- General Manager
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- Members of the Board of Directors

• ~~Treasurer/Finance Manager~~

• ~~General Manager~~

•

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<u>Designated Positions' Title or Function</u>	<u>Disclosure Categories Assigned</u>
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Water Distribution Supervisor	5
Water Treatment Supervisor	5

D. Consultant and New Positions

Individuals providing services as a Consultant as defined in Section -18700.3(a) of the Regulations who makes or participates in making decisions shall disclose pursuant to the broadest disclosure category in this Conflict of Interest Code subject to the following limitation. The General Manager may determine that, due to the range of duties or contractual obligations, it is more appropriate to assign a limited disclosure requirement. Any such determination must be made in writing and include a clear description of the consultant's duties and the extent of the required disclosure obligations. ~~A clear explanation of the duties and a statement of the extent of the disclosure requirements must be in a written.~~ (Gov. Code sec.

82019; Regulations secs. 18219 and 18734.) The General Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code. (Gov. Code sec. 81008.) Investment Management Consultants include Consultants that direct the investment of District funds, formulate or approve District investment policies, approve or establish guidelines for District asset allocation, or approve District investment transactions. (2 C.C.R. section 18700.3(b)(1) & (e)) Investment Management Consultants are considered officials who manage public investments and must file their Form 700 electronically with the FPPC rather than with the District.

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- Category 4: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide

services, products, materials, machinery, vehicles or equipment of a type utilized by the District.

- Category 5: All investments and business positions in business entities, and sources of income, including gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the Designated Position's department, unit or division.

•

This Conflict of Interest Code does not require the reporting of gifts from outside the District's jurisdiction if the source does not have some connection with or bearing upon the functions or duties of the position. (Regulations sec. 18730.1)

August 18, 2026

TO: Chair and Directors of the Florin Resource Conservation District

FROM: Stefani Phillips, Human Resources Administrator

SUBJECT: **ELK GROVE WATER DISTRICT EMPLOYEE POLICY MANUAL AMENDMENT
– SAFETY SHOES ALLOWANCE**

RECOMMENDATION

It is recommended that the Florin Resource Conservation District Board of Directors adopt Resolution No. 08.18.26.02, amending the 2024 Elk Grove Water District Employee Policy Manual, Section 5.10.3, Safety Shoes Allowance.

SUMMARY

The proposed revision to Section 5.10.3, Safety Shoes Allowance, of the Elk Grove Water District (District) Employee Policy Manual (Manual) is being presented to the Florin Resource Conservation District Board of Directors (Board) for consideration. The amendment clarifies that qualifying shoes inserts are eligible for reimbursement under the District's existing annual Safety Shoes Allowance. No changes are proposed to the reimbursement amount or employee eligibility.

DISCUSSION

Background

Section 5.10.3, Safety Shoes Allowance, of the Manual currently provides field service personnel with an annual reimbursement of up to \$350 for qualifying safety footwear. Staff has identified the need to expressly include shoe inserts as reimbursable items when used in conjunction with required safety footwear.

Expressly including shoes inserts provides additional clarity regarding eligible expenses while supporting employee comfort and safety. The proposed amendment does not increase the reimbursement amount or expand employee eligibility.

Present Situation

The proposed revision to Section 5.10.3, Safety Shoes Allowance (attached), expressly includes shoes inserts as eligible items under the existing annual reimbursement. The annual reimbursement limit of up to \$350 and employee eligibility remain unchanged.

August 18, 2026

**ELK GROVE WATER DISTRICT EMPLOYEE POLICY MANUAL AMENDMENT –
SAFETY SHOES ALLOWANCE**

Page 2

ENVIRONMENTAL CONSIDERATIONS

There are no direct environmental considerations associated with this report.

STRATEGIC PLAN CONFORMITY

Updating Board policies and the Manual provides the Board the ability to maintain and oversee compliance of operations and thereby conforms with Strategic Goal No. 1, Governance, of the Strategic Plan 2025-2030.

FINANCIAL SUMMARY

The proposed amendment to Section 5.10.3, Safety Shoes Allowance, is not expected to result in any additional cost to the District, as shoes inserts will be reimbursable within the existing annual reimbursement limit of up to \$350.

Respectfully submitted,



STEFANI PHILLIPS
HUMAN RESOURCES ADMINISTRATOR

Attachment

RESOLUTION NO. 08.18.26.02

**RESOLUTION OF THE FLORIN RESOURCE
CONSERVATION DISTRICT BOARD OF DIRECTORS
AMENDING THE 2024 ELK GROVE WATER DISTRICT EMPLOYEE
POLICY MANUAL, SECTION 5.10.3, SAFETY SHOES ALLOWANCE**

WHEREAS, the Florin Resource Conservation District Board of Directors (Board) establishes written policies and procedures for the Elk Grove Water District (District) staff;

WHEREAS, approved policies provide guidance and continuity of direction for staff;

WHEREAS, the Board and staff review this Employee Policy Manual (Manual) regularly and update it as necessary;

WHEREAS, the staff seeks to amend Section 5.10.3, Safety Shoes Allowance, of the Manual to clarify that the District's existing annual Safety Shoes Allowance may also be used to reimburse eligible shoe inserts;

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

SECTION 1. The Board hereby adopts the amendment to the Elk Grove Water District Employee Policy Manual, Section 5.10.3, Safety Shoes Allowance, attached hereto as Exhibit A.

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

SECTION 3. This Resolution shall go into effect on August 18, 2026.

PASSED, APPROVED AND ADOPTED by the Florin Resource Conservation District Board of Directors on this 18th day of August 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Paul Lindsay
Chair

ATTEST:

Stefani Phillips
Board Secretary

APPROVED AS TO FORM:

Joshua M. Horowitz
General Counsel

EXHIBIT “A”

**ELK GROVE WATER DISTRICT
EMPLOYEE POLICY MANUAL,
SECTION 5.10.3, SAFETY SHOES ALLOWANCE**

[Attached behind this cover page]

5.10.3 Safety Shoes Allowance

The District offers an annual reimbursement of up to \$350 for field service personnel for steel/composite toe boots and tennis shoes that meet the safety compliance standards (ASTM F2413-11), and shoe inserts. Rain clothes, coats, and personal protective equipment (PPE) are provided for field service personnel and paid for by the District.

All personnel may be provided with logo shirts.

5.10.3 Safety Shoes Allowance

The District offers an annual reimbursement of up to \$350 for field service personnel for steel/composite toe boots and tennis shoes that meet the safety compliance standards (ASTM F2413-11), and shoe inserts. Rain clothes, coats, and personal protective equipment (PPE) are provided for field service personnel and paid for by the District.

All personnel may be provided with logo shirts.

August 18, 2026

TO: Chair and Directors of the Florin Resource Conservation District

FROM: Ben Voelz, Associate Civil Engineer

SUBJECT: **WELL 14D REHABILITATION PROJECT CONTRACT**

RECOMMENDATION

It is recommended that the Florin Resource Conservation District Board of Directors authorize the General Manager to execute a construction contract in the amount of \$158,975 with Subsurface Technologies, Inc. for the Well 14D Rehabilitation Project.

SUMMARY

The Elk Grove Water District (District) Fiscal Year (FY) 2026-27 Capital Improvement Program (CIP) budget allocates \$210,000 for this year's Well Rehabilitation Project. The District routinely rehabilitates its supply wells to maintain efficient operating conditions. Staff solicited a sole-source bid from Subsurface Technologies, Inc. to provide the labor, equipment, and expertise necessary to perform a carbon dioxide (CO₂) well rehabilitation treatment on Well 14D. Due to the limited success of the mechanical agitation rehabilitation performed in 2017 and 2021, staff determined that a CO₂ rehabilitation treatment may be more effective for Well 14D. Through research, staff has determined that Subsurface Technologies, Inc. is the only contractor in California that can provide the equipment and expertise necessary to perform a CO₂ well rehabilitation treatment.

DISCUSSION

Background

On May 19, 2026, by Resolution No. 05.19.26.01, the Board adopted the FY 2027-31 CIP and appropriated \$3,680,000 for capital improvement projects for FY 2026-27. This fiscal year's CIP includes a Well Rehabilitation project with a budget of \$210,000.

Well 14D has been experiencing a decline in efficiency since the well was originally drilled, the last rehabilitation events were in 2017 and 2021. Between 2017 and 2021 the efficiency fell from 18.2 gpm/ft to 6.9 gpm/ft. In 2021, Well 14D was rehabilitated utilizing a mechanical agitation method to clean the well casing and surrounding gravel pack. This rehabilitation was only mildly successful and slightly improved well efficiency for a limited period of time. The latest second-quarter well sounding data measured the well efficiency at 9.5 gpm/ft. Well 14D is currently the least efficient of the District's supply wells.

WELL 14D REHABILITATION PROJECT CONTRACT

Page 2

Due to the limited success of previous rehabilitation efforts, staff has researched an alternative rehabilitation method that could improve the efficiency of Well 14D. This method injects gaseous CO₂ into the well, which creates a weak acid that helps dissolve mineral buildup that has accumulated on the well screens and in the surrounding gravel pack. One benefit of CO₂ treatment is that it can penetrate deeper into the gravel pack than traditional chemical treatments while posing minimal risk to the environment. The CO₂ treatment is followed by mechanical agitation and surging of the well screen and gravel pack to remove the material dislodged or dissolved by the CO₂. This rehabilitation methodology has been used throughout the United States with successful results.

Present Situation

Through research, staff identified Subsurface Technologies, Inc. as the only known company in California that offers CO₂ well rehabilitation services. Staff solicited a sole-source bid from Subsurface Technologies, Inc. (Attachment 1) to provide all equipment, labor, and expertise required to perform the CO₂ rehabilitation treatment on Well 14D. The bid price is shown below.

<u>Company Name</u>	<u>Bid Amount</u>
Subsurface Technologies, Inc.	\$158,975.00

The approved CIP budget for this FY Well Rehabilitation project is \$210,000. Staff recommends that the Board authorize the General Manager to execute a construction contract (Attachment 2) in the amount of \$158,975 with Subsurface Technologies, Inc. for the Well 14D Rehabilitation Project. A redline of the contract (Attachment 3) has been provided for informational purposes.

ENVIRONMENTAL CONSIDERATIONS

The proposed project has been determined to be categorically exempt from environmental review under the provisions of California Environmental Quality Act (CEQA) Class 1, Section 15301 (d) (Restoration or Repair of existing facilities). A Notice of Exemption will be filed with the County Clerk for this project.

August 18, 2026

WELL 14D REHABILITATION PROJECT CONTRACT

Page 3

STRATEGIC PLAN CONFORMITY

The recommendation made in this staff report conforms to Strategic Goal 3, Planning and Operational Efficiency. Strategic Goal 3 directs the District to practice ongoing infrastructure renewal and organizational improvement through planning and increased operational efficiency. Implementing this project meets this directive.

FINANCIAL SUMMARY

The total financial impact of the Well 14D Rehabilitation Project is \$158,975. The funds for this project will be paid for from the approved fiscal year 2026-27 CIP reserve fund which budgets \$210,000 for this year's Well Rehabilitation Project.

Respectfully submitted,



BEN VOELZ
ASSOCIATE CIVIL ENGINEER

Attachments



Memorandum

To: Paul Lindsay, Board Chair

From: Ben Voelz, Associate Civil Engineer

Date: August 12, 2026

Re: SOLE-SOURCE JUSTIFICATION – SUBSRFACE TECHNOLOGIES, INC.

Per the approved Elk Grove Water District (District) FY 2026-27 Capital Improvement Program budget, the District has allocated funds for a well rehabilitation project. Staff plans to rehabilitate Well 14D, located at the Railroad Water Treatment Plant. The last rehabilitation, conducted in 2021, utilized mechanical agitation to clean the well casing and surrounding gravel pack but was only mildly successful. Due to the limited success of that method, staff evaluated other rehabilitation methods for Well 14D. Through its research, staff identified a carbon dioxide (CO₂) rehabilitation method, that combined with mechanical agitation, may be more effective for improving Well 14D's efficiency and has been used successfully throughout the United States.

Staff researched various well rehabilitation companies and found that Subsurface Technologies, Inc. is the only company in California that can perform CO₂ well rehabilitation due to the specialized equipment and expertise required. The District's Public Works Construction Contracts Policy permits sole-source procurement when:

- 1) Only one known source exists for supplies or services, as determined by documented research; or
- 2) No other reasonable alternative source exists that meets the District's requirements; or
- 3) Only one source meets the business needs of the District (e.g., compatibility, unique feature to meet District's business need, etc.); or
- 4) An urgent need for the goods or services will not permit a delay resulting from the competitive solicitation.

Sole-sourcing the work to Subsurface Technologies, Inc. is justified on the basis of item 3 above because CO₂ rehabilitation requires specialized equipment and expertise, and Subsurface Technologies, Inc. is the only source that meets the District's requirements for rehabilitating Well 14D.

BEN VOELZ
ASSOCIATE CIVIL ENGINEER

FLORIN RESOURCE CONSERVATION DISTRICT

WELL 14D REHABILITATION PROJECT

BID AND CONTRACT DOCUMENTS

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BID FORM

NAME OF BIDDER: Subsurface Technologies, Inc.

The undersigned, hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the following Project:

Well 14D Rehabilitation Project

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the base bid portion of the Project for the following TOTAL BASE BID AMOUNT:

BASE BID SCHEDULE

<i>Item No.</i>	<i>Item Description</i>	<i>Quantity</i>	<i>Unit</i>	<i>Unit Cost</i>	<i>Total Cost</i>
1	Mobilization, Demobilization, Bonds and Insurance	1	LS	\$9,960	\$9,960
2	Aqua Freed CO2 Well Rehabilitation Treatment	1	LS	\$149,015	\$149,015

Total Bid Amount (Sum of all contract services including bid items 1-2) \$158,975

Total Bid Amount (written form) one hundred and fifty-eight thousand nine hundred and seventy-five

BID FORM

In case of discrepancy between the unit price and the item cost set forth for a unit basis item, the unit price shall prevail and, shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the unit price.

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

Bidder certifies that it is registered with the Department of Industrial Relations (DIR) to bid and contract on Public Works projects, and that all of its subcontractors that will be used on the project are registered with DIR to bid and work on Public Works projects. **Contractor's DIR Public Works Contractor Registration No.** is 2000005491.

The undersigned agrees that this Bid Form constitutes a firm offer to the District which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the bid opening, or until a Contract for the Work is fully executed by the District and a third party, whichever is earlier.

Addenda No. _____ Addenda No. _____

Addenda No. _____ Addenda No. _____

1. Attached is the fully executed Non-Collusion Affidavit form.
2. Attached is the completed Designation of Subcontractors form.
3. Attached is the completed Bidder Information Form.
4. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.
5. Bidder acknowledges and understands that, pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this Contract.

I hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Name of Bidder Subsurface Technologies, Inc

Signature _____

Name and Title Steven Catania, President

Dated _____

BID FORM

**CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION**

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Name of Bidder Subsurface Technologies Inc

Signature _____

Name Subsurface Technologies, Inc

Title President

Dated _____

**CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION**

BID BOND

The makers of this bond are, _____, as Principal, and _____, as Surety and are held and firmly bound unto the Florin Resource Conservation District, hereinafter called the District, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to DISTRICT for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated _____, 20 ____, for the Administration Landscape Project.

If the Principal does not withdraw its bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the District as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all litigation expenses incurred by the District in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of _____, 20 ____, the name and corporate seal of each corporation.

(Corporate Seal)

Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

BID BOND

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 20____ before me, _____, notary public,
personally appeared _____, who proved to me on the basis
of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity
upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature of Notary Public

(SEAL)

Commission expires: _____

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

BID BOND

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DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall set forth below: (a) the name and the location of the place of business and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. Notwithstanding the foregoing, if the work involves streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If no subcontractor is specified, for a portion of the work, or if more than one subcontractor is specified for the same portion of Work, to be performed under the Contract in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or \$10,000, whichever is greater if the work involves streets or highways, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

Portion of Work	Subcontractor (include Contractor's License No. & DIR Public Works Contractor Registration No.)	Location of Business
54%	Eaton Pumps Sales & Service Lic #: 133783 DIR #: 1000035631	10 W. Kentucky Ave. Woodland, CA 95695

Name of Bidder Subsurface Technologies, Inc

Signature _____

Name and Title Steven Catania, President

Dated _____

DESIGNATION OF SUBCONTRACTORS

INFORMATION REQUIRED OF BIDDERS

A. INFORMATION ABOUT BIDDER

NOTE: Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

Subsurface Technologies, Inc 40 Stone Castle Rd.,
1.0 Bidders Name and address: Rock Tavern, NY 12575

2.0 Bidders telephone no.: 845-567-0695

3.0 Bidders fax no. and email address: 845-567-1035 scatania@stiwater.com

4.0 Contractor' State License No. and Expiration Date: : 1009566 12/31/2027

5.0 Contractor's Primary classification: C57

6.0 Contractor's Specialty classification: _____

Name of Licensee, if different from (1) above. If Joint Venture or Partnership, list full names of all partners:

7.0 What type of work does the Bidder normally perform with its own forces?

Water Well Rehabilitation & Maintenance, Water Well Pump Sales, Service & Installation

8.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

No

INFORMATION REQUIRED OF BIDDERS

- 9.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, state why and when:

No

- 10.0 At any time in the last five years has your firm failed to satisfactorily complete any work whereby the owner was forced to either take legal action or contact the surety company bonding the project to resolve the conflict? If so, state the circumstance.

No

B. LIST OF THREE SIMILAR COMPLETED PROJECTS - LAST THREE YEARS

Please include only those projects which are similar enough to demonstrate Bidder's ability to perform the required Work. The list shall include the following information as a minimum:

1.0 Name of Project, and Owner: Well #9 Rehabililtation City of Livingston

2.0 Name, address and contact information for Owner: Anthony Chavarria

1416 C Street, Livingston, CA 95334 Ph: 209-394-8044

3.0 Brief description of work involved: Water Well Rehabilitation utilizing the Aqua Freed process

pump removal & re-installation, pre & post treatment pump tests, video surveys & pump assembly inspection

4.0 Contract amount: \$116,035.00

5.0 Date of Completion: May 2026

6.0 Name of Project, and Owner: Well #5 Rehabilitation Crescenta Valley Water District

7.0 Name, address and contact information for Owner: Gabriel Gomez

3730 Glenwood Ave., La Crescenta, CA 91214 Ph: 818-248-3925

INFORMATION REQUIRED OF BIDDERS

8.0 Brief description of work involved: Water Well Rehabilitation utilizing the Aqua Freed process

pump removal & re-installation, pre & post treatment pump tests, video surveys & pump assembly inspection

9.0 Contract amount: \$187,390

10.0 Date of Completion: February 2026

11.0 Name of Project, and Owner: Well #4 Rehabilitation City of Winters

12.0 Name, address and contact information for Owner: Tony Luna

318 1st Street, Winters, CA 95694 Ph: 530-795-4291

13.0 Brief description of work involved: Water Well Rehabilitation utilizing the Aqua Freed process

pump removal & re-installation, pre & post treatment pump tests, video surveys & pump assembly inspection

14.0 Contract amount: \$145,860

15.0 Date of Completion: April 2026

C. EQUIPMENT SUPPLIER LISTING

The following are the names of the manufacturers and suppliers of major items of equipment and systems to be used by the Bidder in the work.

Section Number	Equipment Description	Manufacturer and/or Supplier

D. VERIFICATION AND EXECUTION

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

INFORMATION REQUIRED OF BIDDERS

Name of Bidder Steven Catania

Signature _____

Company Name: Subsurface Technologies, Inc

The Owner will check project references listed to verify information provided along with skills and capacity represented by Contractor. It is very important that the Bidder verify that all contact information is current for each name listed above.

The undersigned hereby states that all above representations are correct and true.

Date

Steven Catania
Name

President
Signatory Title

Subsurface Technologies, Inc
Company Name

1009566
CA Contractor License No.

C57
License Classification

12/31/2027
License Expiration Date

Signature:

INFORMATION REQUIRED OF BIDDERS

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NON-COLLUSION AFFIDAVIT

I, Steven Catania, being first duly sworn, deposes and says that he is President of Subsurface Technologies, Inc the party making the attached bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name of Bidder Subsurface Technologies, Inc

Signature _____

Name Steven Catania

Title President

Dated _____

INFORMATION REQUIRED OF BIDDERS

CONTRACT

THIS CONTRACT is made this ____ day of _____, 2026, in the County of Sacramento, State of California, by and between the Florin Resource Conservation District, hereinafter called District, and Subsurface Technologies, hereinafter called Contractor. The District and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1. SCOPE OF WORK. The Contractor shall perform all Work within the time stipulated the Contract and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5 below for the following Project:

Well 14D Rehabilitation Project

The Contractor and its surety shall be liable to the District for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION. The Work shall be commenced on the date stated in the District's Notice to Proceed. The Contractor shall substantially complete all Work required by the Contract Documents within 120 calendar days from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

ARTICLE 3. CONTRACT PRICE. The District shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of Two Hundred Seven Thousand Eight Hundred Fifty-Five Dollars (\$158,975). Payment shall be made as set forth in the General Conditions.

ARTICLE 4. LIQUIDATED DAMAGES. In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the District the sum of \$250 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the District may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT. The "Contract Documents" include the following:

Contractor's Bid Forms
Contractor's Certificate Regarding Workers' Compensation
Bid Bond
Designation of Subcontractors

CONTRACT

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Information Required of Bidders
Non-Collusion Affidavit form
Contract
Performance Bond
Payment (Labor and Materials) Bond
General Conditions
Special Provisions (or Special Conditions)
Technical Specifications
Elk Grove Water Service Standard Construction Specifications
Addenda
Improvement Plans and Contract Drawings
Approved and fully executed change orders
Any other documents contained in or incorporated into the Contract

The Contactor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW. Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Project.

ARTICLE 7. INDEMNIFICATION. Contractor shall provide indemnification as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES. Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at 2031 Howe Avenue Suite 100, Sacramento, CA or may be obtained online at <http://www.dir.ca.gov/dlsr>. and which must be posted at the job site. All public works projects shall comply with the Department of Industrial Relations (DIR) prevailing wage monitoring requirements. The DIR compliance monitoring program requires all contractors and subcontractors (of any tier) to be registered with DIR prior to bidding on or entering into a contract for a public works project. Each contractor submitting a bid must list on the Bid Schedule their DIR Public Works Contractor Registration number in the space provided. On the List of Subcontractors, the contractor must list the DIR registration number of all of its subcontractors in the space provided. Failure to provide this information may disqualify the contractor from the bid. The contractor who is awarded the contract must electronically submit all certified payroll records to DIR during the course of the project. The District shall file a PWC-100 form electronically with DIR within five (5) days of the award of contract. The filing of the PWC-100 form initiates DIR to track the prevailing wage payments from the contractor and subcontractors. Further information can be found under the public works section of DIR's website at www.dir.ca.gov.

CONTRACT

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IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

**FLORIN RESOURCE CONSERVATION SUBSURFACE TECHNOLOGIES, INC.
DISTRICT**

By:

Signature

Bruce Kamilos

Name

General Manager

Title

Attest:

District Clerk

Approved as to Form:

Signature

Joshua M. Horowitz

Name

Attorney

Title

By:

Signature

Steven Catania

Name

President

Title

100566

License Number

CONTRACT

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PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, Florin Resource Conservation District (hereinafter referred to as “District”) has awarded to Subsurface Technologies, (hereinafter referred to as the “Contractor”) an agreement for (hereinafter referred to as the “Project”).

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project, (hereinafter referred to as “Contract Documents”), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the District in the sum of _____ DOLLARS, (\$ _____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the District, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney’s fees, incurred by District in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by District, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District’s rights or the Contractor or Surety’s

PERFORMANCE BOND

obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the District to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the District's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the District, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the District to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the District may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the DISTRICT, when declaring the Contractor in default, notifies Surety of the District's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

PERFORMANCE BOND

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

CONTRACTOR/PRINCIPAL

Name

By _____

SURETY:

By: _____
Attorney-In-Fact

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$ _____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or Representative for service of process in California, if different from above)

(Telephone number of Surety and Agent or Representative for service of process in California)

PERFORMANCE BOND

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[illegible]

On this _____ day of _____, in the year 20____, before me,
_____, a Notary Public in and for said state, personally appeared
_____, known to me to be the person whose name is subscribed
to the within instrument as the Attorney-In-Fact of the (Surety) acknowledged to me that he
subscribed the name of the _____ (Surety) thereto and his own name
as Attorney-In-Fact.

Notary Public in and for said State

(SEAL)

Commission expires: _____

NOTE: A copy of the Power-of-Authority to local representatives of the bonding company must be attached hereto.

PERFORMANCE BOND

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PAYMENT BOND (LABOR AND MATERIALS)

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the Florin Resource Conservation District (hereinafter designated as the “District”), by action taken has awarded to Subsurface Technologies, hereinafter designated as the “Principal,” a contract for the work described as follows:

Well 14D Rehabilitation Project (the “Project”);

and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the District in the penal sum of _____ Dollars (\$ _____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 3181 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the District in such suit, including reasonable attorneys’ fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition,

PAYMENT BOND (LABOR AND MATERIALS)

alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or District and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed unoriginal thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____ 20____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Corporate Seal of Principal,
if corporation)

Principal (Property Name of Contractor)

By _____
(Signature of Contractor)

(Seal of Surety)

Surety

By _____
Attorney in Fact

(Attached Attorney-In-Fact Certificate and Required
Acknowledgements)

*Note: Appropriate Notarial Acknowledgments of Execution by Contractor and
+surety and a power of Attorney MUST BE ATTACHED.

PAYMENT BOND (LABOR AND MATERIALS)

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GENERAL CONDITIONS

ARTICLE 1. DEFINITIONS

- a. Acceptable, Acceptance or words of similar import shall be understood to be the acceptance of the Engineer and/or the District .
- b. Act of God an Act of God is an earthquake of magnitude 3.5 on the Richter scale and tidal waves.
- c. Approval means written authorization by Engineer and/or District .
- d. Contract Documents includes all documents as stated in the Contract.
- e. District and Contractor are those stated in the Contract. The terms District and Owner may be used interchangeably.
- f. Day shall mean calendar day unless otherwise specifically designated.
- g. Engineer shall mean the Project Engineer and/or Manager designated by the Florin Resource Conservation District, acting either directly or through properly authorized agents, such as agents acting within the scope of the particular duties entrusted to them. Also sometimes referred to as the “District’s Representative,” “Engineer” or “Representative” in the Contract Documents.
- h. Equal, Equivalent, Satisfactory, Directed, Designated, Selected, As Required and similar words shall mean the written approval, selection, satisfaction, direction, or similar action of the Engineer and/or District.
- i. Indicated, Shown, Detailed, Noted, Scheduled or words of similar meaning shall mean that reference is made to the drawings, unless otherwise noted. It shall be understood that the direction, designation, selection, or similar import of the Engineer and/or District is intended, unless stated otherwise.
- j. Install means the complete installation of any item, equipment or material.
- k. Material shall include machinery, equipment, manufactured articles, or construction such as form work, fasteners, etc., and any other classes of material to be furnished in connection with the Contract. All materials shall be new unless specified otherwise.
- l. Perform shall mean that the Contractor, at Contractor’s expense, shall take all actions necessary to complete The Work, including furnishing of necessary labor, tools, and equipment, and providing and installing Materials that are indicated, specified, or required to complete such performance.

GENERAL CONDITIONS

- m. Project is The Work planned by District as provided in the Contract Documents.
- n. Provide shall include provide complete in place, that is furnish, install, test and make ready for use.
- o. Recyclable Waste Materials shall mean materials removed from the Project site which are required to be diverted to a recycling center rather than an area landfill. Recyclable Waste Materials include asphalt, concrete, brick, concrete block, and rock.
- p. Specifications means that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the work and those portions of the Elk Grove Water Service Standard Construction Specification, including all current supplements, addenda, and revisions thereof. In the case of conflict between the Elk Grove Water Service Standard Construction Specifications and the Contract Documents, the Contract Documents shall prevail.
- q. The Work means the entire improvement planned by the District pursuant to the Contract Documents.
- r. Work means labor, equipment and materials incorporated in, or to be incorporated in the construction covered by the Contract Documents.

ARTICLE 2. CONTRACT DOCUMENTS

- a. **Contract Documents.** The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all.
- b. **Interpretations.** The Contract Documents are intended to be fully cooperative and to be complementary. If Contractor observes that any documents are in conflict, the Contractor shall promptly notify the Engineer in writing. In case of conflicts between the Contract Documents, the order of precedence shall be as follows:
 - 1. Change Orders or Work Change Directives
 - 2. Addenda
 - 3. Special Provisions (or Special Conditions)
 - 4. Technical Specifications
 - 5. Plans (Contract Drawings)
 - 6. Contract
 - 7. General Conditions
 - 8. Instructions to Bidders
 - 9. Notice Inviting Bids
 - 10. Contractor's Bid Forms
 - 11. Elk Grove Water Service Standard Construction Specifications
 - 12. Standard Plans
 - 13. Reference Documents

GENERAL CONDITIONS

With reference to the Drawings, the order of precedence shall be as follows:

1. Figures govern over scaled dimensions
 2. Detail drawings govern over general drawings
 3. Addenda or Change Order drawings govern over Contract Drawings
 4. Contract Drawings govern over Standard Drawings
 5. Contract Drawings govern over Shop Drawings
- c. **Conflicts in Contract Documents.** Notwithstanding the orders of precedence established above, in the event of conflicts, the higher standard shall always apply.
- d. **Organization of Contract Documents.** Organization of the Contract Documents into divisions, sections, and articles, and arrangement of drawings shall not control the Contractor in dividing The Work among subcontractors or in establishing the extent of Work to be performed by any trade.

ARTICLE 3. CONTRACTS DOCUMENTS: COPIES & MAINTENANCE

Contractor will be furnished, free of charge, an electronic copy of the final Contract Documents. Additional copies will be the responsibility of the contractor.

Contractor shall maintain a clean, undamaged set of Contract Documents at the Project site. Bids must be submitted on the District's Bid Forms. Bidders may obtain a copy of the Contract Documents at: Sacramento Regional Builders Exchange, 5370 Elvas Avenue, Sacramento, CA 95819, (916) 442-8991.

ARTICLE 4. DETAIL DRAWINGS AND INSTRUCTIONS

- a. **Examination of Contract Documents.** Before commencing any portion of The Work, Contractor shall again carefully examine all applicable Contract Documents, the Project site and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall immediately notify the Engineer of any potential error, inconsistency, ambiguity, conflict or lack of detail or explanation. If Contractor performs, permits, or causes the performance of any Work which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction. In no case shall the Contractor or any subcontractor proceed with Work if uncertain as to the applicable requirements.
- b. **Additional Instructions.** After notification of any error, inconsistency, ambiguity, conflict or lack of detail or explanation, the Engineer will provide any required additional instructions, by means of drawings or other written direction, necessary for proper execution of Work.

GENERAL CONDITIONS

- c. **Quality of Parts, Construction and Finish.** All parts of The Work shall be of the best quality of their respective kinds and the Contractor must use all diligence to inform itself fully as to the required construction and finish. In no case shall Contractor proceed with The Work without obtaining first from the Engineer such Approval may be necessary for the proper performance of Work.
- d. **Contractor's Variation from Contract Document Requirements.** If it is found that the Contractor has varied from the requirements of the Contract Documents including the requirement to comply with all applicable laws, ordinances, rules and regulations, the Engineer may at any time, before or after completion of the Work, order the improper Work removed, remade or replaced by the Contractor at the Contractor's expense.

ARTICLE 5. EXISTENCE OF UTILITIES AT THE WORK SITE

- a. No excavations were made to verify the locations shown for underground utilities. The service connections to these utilities are not shown on the plans. It shall be the responsibility of the Contractor to determine the exact location of all service connections. The Contractor shall make its own investigations, including exploratory excavations, to determine the locations and type of service connections, prior to commencing Work which could result in damage to such utilities. The Contractor shall immediately notify the District in writing of any utility discovered in a different position than shown on the Plans or which is not shown on the Plans.
- b. All water meters, water valves, fire hydrants, electrical utility vaults, telephone vaults, gas utility valves, and other subsurface structures shall be relocated or adjusted to final grade by the Contractor. Locations of existing utilities shown on the Plans are approximate and may not be complete. The Contractor shall be responsible for coordinating its Work with all utility companies during the construction of The Work.
- c. Contractor, except in an emergency, shall contact the appropriate regional notification center, Underground Service Alert at 1-800-227-2600 at least two working days prior to commencing any excavation if the excavation will be performed in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the District, and obtain an inquiry identification number from that notification center. No excavation shall be commenced or carried out by the Contractor unless such an inquiry identification number has been assigned to the Contractor or any subcontractor of the Contractor and the District has been given the identification number by the Contractor.

ARTICLE 6. SCHEDULE

- a. **Estimated Schedule.** Within seven (7) days after the issuance of the Notice to Proceed, Contractor shall prepare a Project schedule and shall submit this to the Engineer for Approval. The receipt or Approval of any schedules by the Engineer or the District shall not in any way relieve the Contractor of its obligations under the Contract Documents. The

GENERAL CONDITIONS

Contractor is fully responsible to determine and provide for any and all staffing and resources at levels which allow for good quality and timely completion of the Project. Contractor's failure to incorporate all elements of Work required for the performance of the Contract or any inaccuracy in the schedule shall not excuse the Contractor from performing all Work required for a completed Project within the specified Contract time period. If the required schedule is not received by the time the first payment under the Contract is due, Contractor shall not be paid until the schedule is received, reviewed and accepted by the Engineer.

- b. **Schedule Contents.** The schedule shall allow enough time for inclement weather. The schedule shall indicate the beginning and completion dates of all phases of construction; critical path for all critical, sequential time related activities; and "float time" for all "slack" or "gaps" in the non-critical activities. The schedule shall clearly identify all staffing and other resources which in the Contractor's judgment are needed to complete the Project within the time specified for completion. Schedule duration shall match the Contract time. Schedules indicating early completion will be rejected.
- c. **Schedule Updates.** Contractor shall continuously update its construction schedule. Contractor shall submit an updated and accurate construction schedule to the Engineer whenever requested to do so by Engineer and with each progress payment request. The Engineer may withhold progress payments or other amounts due under the Contract Documents if Contractor fails to submit an updated and accurate construction schedule.

ARTICLE 7. SHOP DRAWINGS

- a. Contractor shall check and verify all field measurements and shall submit with such promptness as to provide adequate time for review and cause no delay in his own Work or in that of any other contractor, subcontractor, or worker on the Project, one (1) electronic copy and three (3) copies of all shop or setting drawings, calculations, schedules, and materials list, and all other provisions required by the Contract. Contractor shall sign all submittals affirming that submittals have been reviewed and approved by Contractor prior to submission to Engineer. Each signed submittal shall affirm that the submittal meets all the requirements of the Contract Documents except as specifically and clearly noted and listed on the cover sheet of the submittal.
- b. Contractor shall make any corrections required by the Engineer, and file with the Engineer three (3) corrected copies each, and furnish such other copies as may be needed for completion of the Work. Owner's approval of shop drawings shall not relieve Contractor from responsibility for deviations from the Contract Documents unless Contractor has, in writing, called Engineer's attention to such deviations at time of submission and has secured the Engineer's written Approval. Engineer's Approval of shop drawings shall not relieve Contractor from responsibility for errors in shop drawings.

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ARTICLE 8. SUBMITTALS

- a. Contractor shall furnish to the Engineer for approval, prior to purchasing or commencing any Work, a log of all samples, material lists and certifications, mix designs, schedules, and other submittals, as required in the specifications. The log shall indicate whether samples will be provided in accordance with other provisions of this Contract.
- b. Contractor will provide samples and submittals, together with catalogs and supporting data required by the Engineer, to the Engineer within a reasonable time period to provide for adequate review and avoid delays in the Work.
- c. These requirements shall not authorize any extension of time for performance of this Contract. Engineer will check and approve such samples, but only for conformance with design concept of work and for compliance with information given in the Contract Documents. Work shall be in accordance with approved samples and submittals.

ARTICLE 9. MATERIALS

- a. Except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this Contract within specified time.
- b. Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted and/or specified, and workmanship shall be of good quality.
- c. Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of The Work and shall be stored properly and protected as required by the Contract Documents. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or Work.
- d. No materials, supplies, or equipment for Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the work and agrees upon completion of all work to deliver the Project, to the District free from any claims, liens, or charges.
- e. Materials shall be stored on the Project site in such manner so as not to interfere with any operations of the District or any independent contractor.

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ARTICLE 10. CONTRACTOR'S SUPERVISION

Contractor shall continuously keep at the Project site, a competent and experienced full-time Project superintendent approved by the District. Superintendent must be able to proficiently speak, read and write in English. Contractor shall continuously provide efficient supervision of the Project.

ARTICLE 11. WORKERS

- a. Contractor shall at all times enforce strict discipline and good order among its employees. Contractor shall not employ on the Project any unfit person or any one not skilled in the Work assigned to him or her.
- b. Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be dismissed from The Work and shall not be employed on this Project except with the written Approval of the District.

ARTICLE 12. SUBCONTRACTORS

- a. Contractor agrees to bind every subcontractor to the terms of the Contract Documents as far as such terms are applicable to subcontractor's portion of The Work. Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by its subcontractors, as Contractor is for acts and omissions of persons directly employed by Contractor. Nothing contained in these Contract Documents shall create any contractual relationship between any subcontractor and the District.
- b. The District reserves the right to Approve all subcontractors. The District's Approval of any subcontractor under this Contract shall not in any way relieve Contractor of its obligations in the Contract Documents.
- c. Prior to substituting any subcontractor listed in the Bid Forms, Contractor must comply with the requirements of the Subletting and Subcontracting Fair Practices Act pursuant to California Public Contract Code section 4100 et seq.

ARTICLE 13. PERMITS AND LICENSES

Permits and licenses necessary for prosecution of The Work shall be secured and paid for by Contractor, unless otherwise specified in the Contract Documents.

- a. Contractor shall obtain and pay for all other permits and licenses required for The Work, including excavation permit and for plumbing, mechanical and electrical work and for operations in or over public streets or right of way under jurisdiction of public agencies other than the District.
- b. The Contractor shall arrange and pay for all off-site inspection of the Work related to permits and licenses, including certification, required by the specifications, drawings, or by

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governing authorities, except for such off-site inspections delineated as the District's responsibility pursuant to the Contract Documents.

- c. Before Acceptance of the Project, the Contractor shall submit all licenses, permits, certificates of inspection and required approvals to the District.

ARTICLE 14. REMOVAL OF HAZARDOUS MATERIALS

Should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes and hazardous materials which have not been rendered harmless at the Project site, the Contractor shall immediately stop work at the affected Project site and shall report the condition to the District in writing. The District shall contract for any services required to directly remove and/or abate PCBs and other toxic wastes and hazardous materials, if required by the Project site(s), and shall not require the Contractor to subcontract for such services. The Work in the affected area shall not thereafter be resumed except by written agreement of the District and Contractor.

ARTICLE 15. AIR POLLUTION CONTROL

Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes. All containers of paint, thinner, curing compound, solvent or liquid asphalt shall be labeled to indicate that the contents fully comply with the applicable material requirements.

Without limiting the foregoing, Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the Air Quality Management District (AQMD) and/or California Air Resources Board (CARB). Although the AQMD and CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by AQMD and CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify District against any fines or penalties imposed by AQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in Article 48, Indemnification.

ARTICLE 16. COMPLIANCE WITH STATE STORM WATER PERMIT

Permit Compliance. The Contractor shall comply with the District's National Pollutant Discharge Elimination System (NPDES) Permit No. CAG995001 issued by the Regional Water Quality Control Board in association with Low Threat General Waste Discharge Order No. R5-2013-0074-059.

- a. **Consideration of Costs.** As stated in the Instruction to Bidders, it was the responsibility of the Contractor in preparing its bid to evaluate and include in the bid any costs for complying with the Permits.

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- b. **Other Applicable Laws.** Contractor shall also comply with the lawful requirements of any applicable municipality, the District, drainage district, and other local agencies regarding discharges of storm water to separate storm drain system(s) or other water courses under their jurisdiction, including applicable requirements in municipal storm water management programs. This requirement applies to all projects, including those projects that impact less than one acre or disturb less than one acre.
- c. **Run-on Drainage.** Storm, surface, nuisance or other waters may be encountered at various times during the course of construction. By submitting its bid, Contractor acknowledged that it investigated the risk arising from such waters, prepared its bid accordingly, and assumed any and all liabilities arising therefrom.
- d. **Liability for Non-Compliance.** Failure to comply with the Permit or any applicable municipal permit is a violation of law and may be subject to penalties, fines, or additional regulatory requirements. In addition to the other indemnities included herein, Contractor hereby agrees to indemnify and hold harmless District, its officers, directors, agents and employees from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of noncompliance with the Permit or the applicable municipal permit, unless such noncompliance is the result of District's sole established negligence, willful misconduct or active negligence..

ARTICLE 17. CLEANING UP

- a. Contractor at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment. Contractor shall not store debris under, in, or about the premises. Upon completion of Work, Contractor shall clean the interior and exterior of the building or improvement including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected so surfaces are free from foreign material or discoloration. Contractor shall clean and polish all glass, plumbing fixtures, and finish hardware and similar finish surfaces and equipment and contractor shall also remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site. Contractor shall also clean all buildings, asphalt and concrete areas to the degree necessary to remove oil, grease, fuel, or other stains caused by Contractor operations or equipment.
- b. Contractor shall fully clean up the site at the completion of The Work. If the Contractor fails to immediately clean up at the completion of The Work, the District may do so and the cost of such clean up shall be charged back to the Contractor.

ARTICLE 18. EXCESSIVE NOISE

- a. The Contractor shall use only such equipment on the work and in such state of repair so that the emission of sound therefrom is within the noise tolerance level of that equipment as established by CAL-OSHA.

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- b. The Contractor shall comply with the most restrictive of the following: (1) local sound control and noise level rules, regulations and ordinances and (2) the requirements contained in these Contract Documents, including hours of operation requirements. No internal combustion engine shall be operated on the Project without a muffler of the type recommended by the manufacturer. Should any muffler or other control device sustain damage or be determined to be ineffective or defective, the Contractor shall promptly remove the equipment and shall not return said equipment to the job until the device is repaired or replaced. Said noise and vibration level requirements shall apply to all equipment on the job or related to the job, including but not limited to, trucks, transit mixers or transit equipment that may or may not be owned by the Contractor.

ARTICLE 19. PROTECTION OF WORK AND PROPERTY

- a. The Contractor shall be responsible for all damages to persons or property that occur as a result of The Work. Contractor shall be responsible for the proper care and protection of all materials delivered and Work performed until completion and final Acceptance by the District. All Work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as necessary. Contractor shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the Project site where Work is being performed. Contractor shall erect and properly maintain at all times, as required by field conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created in the course of construction.
- b. In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from the Engineer, is hereby permitted to act to prevent such threatened loss or injury; and Contractor shall so act, without appeal, if so authorized or instructed by the Engineer or the District. Any compensation claimed by Contractor on account of emergency work shall be determined by and agreed upon by the District and the Contractor.
- c. Contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions.
- d. Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, and other adjoining property and structures, and to avoid damage thereto, and Contractor shall repair any damage thereto caused by The Work operations. Contractor shall:
 - 1) Enclose the working area with a substantial barricade, and arrange work to cause minimum amount of inconvenience and danger to the public.
 - 2) Provide substantial barricades around any shrubs or trees indicated to be preserved.
 - 3) Deliver materials to the Project site over a route designated by the Engineer.

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- 4) Provide any and all dust control required and follow the Applicable air quality regulations as appropriate. If the Contractor does not comply, the District shall have the immediate authority to provide dust control and deduct the cost from payments to the Contractor.
- 5) Confine Contractor's apparatus, the storage of materials, and the operations of its workers to limits required by law, ordinances, permits, or directions of the Engineer. Contractor shall not unreasonably encumber the Project site with its materials.
- 6) Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved civil engineer or land surveyor, at no cost to the District.
- 7) Ensure that existing facilities, fences and other structures are all adequately protected and that, upon completion of all Work, all facilities that may have been damaged are restored to a condition acceptable to the District.
- 8) Preserve and protect from injury all buildings, pole lines and all direction, warning and mileage signs that have been placed within the right-of-way.
- 9) At the completion of work each day, leave the Project site in a clean, safe condition.
- 10) Comply with any stage construction and traffic handling plans. Access to residences and businesses shall be maintained at all times.

These precautionary measures will apply continuously and not be limited to normal working hours. Full compensation for the Work involved in the preservation of life, safety and property as above specified shall be considered as included in the prices paid for the various contract items of Work, and no additional allowance will be made therefor.

- e. Should damage to persons or property occur as a result of The Work, Contractor shall be responsible for proper investigation, documentation, including video or photography, to adequately memorialize and make a record of what transpired. The District shall be entitled to inspect and copy any such documentation, video, or photographs.

ARTICLE 20. CONTRACTORS MEANS AND METHODS

Contractor is solely responsible for the means and methods utilized to Perform The Work. In no case shall the Contractor's means and methods deviate from commonly used industry standards.

ARTICLE 21. AUTHORIZED REPRESENTATIVES

The District shall designate representatives, who shall have the right to be present at the Project site at all times. The District may designate an inspector who shall have the right to observe all of the Contractor's Work. The inspector is not authorized to make changes in the Contract Documents. The inspector shall not be responsible for the Contractor's failure to carry out The Work in

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accordance with the Contract Documents. Contractor shall provide safe and proper facilities for such access.

ARTICLE 22. HOURS OF WORK

- a. Eight (8) hours of work shall constitute a legal day's work. The Contractor and each subcontractor shall forfeit, as penalty to the District, twenty-five dollars (\$25) for each worker employed in the execution of Work by the Contractor or any subcontractor for each day during which such worker is required or permitted to work more than eight (8) hours in any one day and forty (40) hours in any week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, except as provided in Labor Code Section 1815.
- b. Work shall be accomplished on a regularly scheduled eight (8) hour per day work shift basis, Monday through Friday, between the hours of 7:00 a.m. and 5:00 p.m.
- c. It shall be unlawful for any person to operate, permit, use, or cause to operate any of the following at the Project site, other than between the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, with no Work allowed on District-observed holidays, unless otherwise Approved by the Engineer:
 - 1) Powered Vehicles
 - 2) Construction Equipment
 - 3) Loading and Unloading Vehicles
 - 4) Domestic Power Tool.

ARTICLE 23. PAYROLL RECORDS

- a. Pursuant to Labor Code Section 1776, the Contractor and each subcontractor shall maintain weekly certified payroll records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the work. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury.
- b. The payroll records described herein shall be certified and submitted by the Contractor at a time designated by the District. The Contractor shall also provide the following:
 - 1) A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

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- 2) A certified copy of all payroll records described herein shall be made available for inspection or furnished upon request of the Department of Industrial Relations (“DIR”).
- c. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement (“DLSE”) of the DIR or shall contain the same information as the forms provided by the DLSE.
- d. Any copy of records made available for inspection and furnished upon request to the public shall be marked or obliterated in such a manner as to prevent disclosure of an individual’s name, address, and social security number. The name and address of the Contractor or any subcontractor shall not be marked or obliterated.
- e. In the event of noncompliance with the requirements of this Section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying any item or actions necessary to ensure compliance with this section. Should noncompliance still be evident after such ten (10) day period, the Contractor shall, as a penalty to the District, forfeit Twenty-five Dollars (\$25.00) for each day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the DIR, such penalties shall be withheld from contract payments.

ARTICLE 24. PREVAILING RATES OF WAGES

- a. The Contractor is aware of the requirements of Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. Since this Project involves an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, the Contractor may view a copy of the prevailing rates of per diem wages at the District. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor’s principal place of business and at the Project site. Contractor shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or allege failure to comply with the Prevailing Wage Laws.
- b. The Contractor and each subcontractor shall forfeit as a penalty to the District not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any work done by him, or by any subcontract under him, in violation of the provisions of the Labor Code. The difference between such stipulated

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prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

- c. Contractor shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

ARTICLE 25. EMPLOYMENT OF APPRENTICES

The Contractor's attention is directed to the provisions of Sections 1777.5, 1777.6, and 1777.7 of the Labor Code concerning employment of apprentices by the Contractor or any subcontractor. The Contractor shall obtain a certificate of apprenticeship before employing any apprentice pursuant to Section 1777.5, 1777.6, and 1777.7 of the Labor Code. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, the Administrator of Apprenticeships, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

ARTICLE 26. NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY/EMPLOYMENT ELIGIBILITY

Pursuant to Labor Code Section 1735 and other applicable provisions of law, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap on this Project. The Contractor will take affirmative action to insure that employees are treated during employment or training without regard to their race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap.

Employment Eligibility; Contractor. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Contract, and shall not violate any such law at any time during the term of the Contract. Contractor shall avoid any violation of any such law during the term of this Contract by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the District or its representatives for inspection and copy at any time during normal business hours. The District shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.16 or any of its sub-sections.

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Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Contract to make the same verifications and comply with all requirements and restrictions provided for in Section 3.16.1.

Employment Eligibility; Failure to Comply. Each person executing this Contract on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the District to terminate the Contract for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.16.1 or 3.16.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.16.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

ARTICLE 27. LABOR/EMPLOYMENT SAFETY

The Contractor shall maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.), and California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4.

ARTICLE 28. WORKERS' COMPENSATION INSURANCE

The Contractor shall Provide, during the life of this Contract, workers' compensation insurance for all of the employees engaged in Work under this Contract, on or at the Project site, and, in case any of sublet Work, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees as prescribed by State law. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the Project site, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor is required to secure payment of compensation to his employees in accordance with the provisions of Section 3700 of the Labor Code. The Contractor shall file with the District certificates of his insurance protecting workers. Company or companies providing insurance coverage shall be acceptable to the District, if in the form and coverage as set forth in the Contract Documents.

ARTICLE 29. EMPLOYER'S LIABILITY INSURANCE

Contractor shall provide during the life of this Contract, Employer's Liability Insurance, including Occupational Disease, in the amount of, at least, one million dollars (\$1,000,000.00) per person per accident. Contractor shall provide District with a certificate of Employer's Liability Insurance. Such insurance shall comply with the provisions of the Contract Documents. The policy shall be endorsed,

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if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement and contain a Waiver of Subrogation in favor of the District.

ARTICLE 30. COMMERCIAL GENERAL LIABILITY INSURANCE

- a. Contractor shall procure and maintain during the life of this Contract and for such other period as may be required herein, at its sole expense, occurrence version Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products/completed operations if applicable, personal and advertising injury – which may arise from or out of Contractor’s operations, use, and management of the Project site, or the performance of its obligations hereunder. Policy limits shall not be less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Such policy shall comply with all the requirements of this Article. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit Contractor’s indemnification obligations to the District, and shall not preclude the District from taking such other actions available to the District under other provisions of the Contract Documents or law.
- c. Contractor shall make certain that any and all subcontractors hired by Contractor are insured in accordance with this Contract. If any subcontractor’s coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold the District harmless from any damage, loss, cost, or expense, including attorneys’ fees, incurred by the District as a result thereof.
- d. All general liability policies provided pursuant to the provisions of this Article shall comply with the provisions of the Contract Documents.
- e. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, under-ground excavation, removal of lateral support, and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained in these General Conditions, relating to liability for injury to or death of persons and damage to property. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, the District may require additional coverage to be purchased by Contractor to restore the required limits. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to

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achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement described in the Contract Documents.

- f. Such insurance shall comply with the provisions of Article 42 below.

ARTICLE 31. AUTOMOBILE LIABILITY INSURANCE

Contractor shall take out and maintain at all times during the term of this occurrence version Contract Automobile Liability Insurance in the amount of, at least, one million dollars (\$1,000,000). Such insurance shall provide coverage for bodily injury and property damage including coverage for non-owned and hired vehicles, in a form and with insurance companies acceptable to the District. Such insurance shall comply with the provisions of Article 42 below.

ARTICLE 32. FORM AND PROOF OF CARRIAGE OF INSURANCE

- a. Any insurance carrier providing insurance coverage required by the Contract Documents shall be admitted to and authorized to do business in the State of California unless waived, in writing, by the District Risk Manager. Carrier(s) shall have an A.M. Best rating of not less than an A:VIII. Insurance deductibles or self-insured retentions must be declared by the Contractor, and such deductibles and retentions shall have the prior written consent from the District. At the election of the District the Contractor shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- b. Contractor shall cause its insurance carrier(s) to furnish the District with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so in writing by the District Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. The District, its Director's and officers, employees, agents or representatives are named as Additional Insureds and Provide a Waiver of Subrogation in favor of those parties. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that shall provide no less than thirty (30) days written notice be given to the District prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, the District may terminate or Stop Work pursuant to the Contract Documents, unless the District receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. Contractor shall not take possession, or use the Project site, or commence operations under this Agreement until the District has been furnished original Certificate(s) of Insurance and certified original copies of Endorsements or policies of insurance including all Endorsements and any and all other attachments as required in this Section. The original Endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.

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- c. It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary, and the District's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- d. The District reserves the right to adjust the monetary limits of insurance coverage's during the term of this Contract including any extension thereof-if in the District's reasonable judgment, the amount or type of insurance carried by the Contractor becomes inadequate.
- e. Contractor shall pass down the insurance obligations contained herein to all tiers of sub-contractors working under this Contract.

ARTICLE 33. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- a. **Time for Completion/Liquidated Damages.** Work shall be commenced within ten (60) days of the date stated in the District's Notice to Proceed and shall be completed by Contractor in the time specified in the Contract Documents. The District is under no obligation to consider early completion of the Project; and the Contract completion date shall not be amended by the District's receipt or acceptance of the Contractor's proposed earlier completion date. Furthermore, Contractor shall not, under any circumstances, receive additional compensation from the District (including but not limited to indirect, general, administrative or other forms of overhead costs) for the period between the time of earlier completion proposed by the Contractor and the Contract completion date. If The Work is not completed as stated in the Contract Documents, it is understood that the District will suffer damage. In accordance with Government Code section 53069.85, being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to the District as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Contract for each day of delay until The Work is fully completed. Contractor and its surety shall be liable for any liquidated damages. Any money due or to become due the Contractor may be retained to cover liquidated damages.
- b. **Inclement Weather.** Contractor shall abide the Engineer's determination of what constitutes inclement weather. Time extensions for inclement weather shall only be granted when the Work stopped during inclement weather is on the critical path of the Project schedule.
- c. **Extension of Time.** Contractor shall not be charged liquidated damages because of any delays in completion of The Work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor (or its subcontractors or suppliers). Contractor shall within five (5) Days of identifying any such delay notify the District in writing of causes of delay. The District shall ascertain the facts and extent of delay and grant extension of time for completing The Work when, in its judgment, the facts justify such an extension. Time extensions to the Project shall be requested by the Contractor as they occur and without delay. No delay claims shall be permitted unless the event or occurrence delays the completion of the Project beyond the Contract completion date.

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- d. **No Damages for Reasonable Delay.** The District's liability to Contractor for delays for which the District is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall the District be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs. Damages caused by unreasonable District delay, including delays caused by items that are the responsibility of the District pursuant to Government Code section 4215, shall be based on actual costs only, no proportions or formulas shall be used to calculate any delay damages.

ARTICLE 34. COST BREAKDOWN AND PERIODIC ESTIMATES

Contractor shall furnish on forms Approved by the District:

- a. In order for the District to consider and evaluate each progress payment application, the Contractor shall submit a measurement of Work performed and the lump sum value thereof before the tenth (10th) Day of the following month as long as the entirety of the work for each lump sum item has been completed since the last billing cycle.
- b. Contractor shall submit, with each of its payment requests, an adjusted list of actual lump sum quantities, verified by the Engineer, for unit price items listed, if any, in the Bid Form.
- c. Following the District's Acceptance of the Work, the Contractor shall submit to the District a written statement of the final lump sum quantities for inclusion in the final payment request.
- d. The District shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any estimate for payment.

Contractor shall certify under penalty of perjury, that all cost breakdowns and periodic estimates accurately reflect the Work on the Project.

ARTICLE 35. MOBILIZATION

- a. When a bid item is included in the Bid Form for mobilization, the costs of Work in advance of construction operations and not directly attributable to any specific bid item will be included in the progress estimate ("Initial Mobilization"). When no bid item is provided for "Initial Mobilization," payment for such costs will be deemed to be included in the other items of The Work.
- b. Payment for Initial Mobilization based on the lump sum provided in the Bid Form, which shall constitute full compensation for all such Work. No payment for Initial Mobilization will be made until all of the listed items have been completed to the satisfaction of the Engineer. The scope of the Work included under Initial Mobilization shall include, but shall not be limited to, the following principal items:

- 1. Obtaining and paying for all bonds, insurance, and permits.

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2. Moving on to the Project site of all Contractor's plant and equipment required for first month's operations.
3. Installing temporary construction power, wiring, and lighting facilities.
4. Establishing fire protection system.
5. Developing and installing a construction water supply.
6. Providing and maintaining the field office trailers for the Contractor, complete with all specified furnishings and utility services including telephones, telephone appurtenances, computer and printer, and copying machine.
7. Providing on-site communication facilities including telephones, radio pagers, and fax machines.
8. Providing on-site sanitary facilities and potable water facilities as specified per Cal-OSHA and these Contract Documents.
9. Furnishing, installing, and maintaining all storage buildings or sheds required for temporary storage of products, equipment, or materials that have not yet been installed in the Work. All such storage shall meet manufacturer's specified storage requirements, and the specific provisions of the specifications, including temperature and humidity control, if recommended by the manufacturer, and for all security.
10. Arranging for and erection of Contractor's work and storage yard.
11. Posting all OSHA required notices and establishment of safety programs per Cal-OSHA.
12. Full-time presence of Contractor's superintendent at the job site as required herein.
13. Submittal of Construction Schedule as required by the Contract Documents.

ARTICLE 36. PAYMENTS

- a. The District shall make monthly progress payments following receipt of undisputed and properly submitted payment requests. Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of Work performed up to the last day of the previous month, less the aggregate of previous payments.
- b. The Contractor shall, after the full completion of The Work, submit a final payment application. All prior progress estimates shall be subject to correction in the final estimate and payment.

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- c. Unless otherwise required by law, the final payment of five percent (5%) of the value of the Work, if unencumbered, shall be paid no later than sixty (60) Days after the date of recordation of the Notice of Completion.
- d. Acceptance by Contractor of the final payment shall constitute a waiver of all claims against the District arising from this Contract.
- e. Payments to the Contractor shall not be construed to be an acceptance of any defective work or improper materials, or to relieve the Contractor of its obligations under the Contract Documents.
- f. The Contractor shall submit with each payment request the Contractor's conditional waiver of lien for the entire amount covered by such payment request, as well as a valid unconditional waiver of lien from the Contractor and all subcontractors and materialmen for all work and materials included in any prior invoices. Waivers of lien shall be in the forms prescribed by California Civil Code Section 3262. Prior to final payment by the District, the Contractor shall submit a final waiver of lien for the Contractor's work, together with releases of lien from any subcontractor or materialmen.

ARTICLE 37. PAYMENTS WITHHELD AND BACKCHARGES

In addition to amounts which the District may retain under other provisions of the Contract Documents the District may withhold payments due to Contractor as may be necessary to cover:

- a. Stop Notice Claims.
- b. Defective work not remedied.
- c. Failure of Contractor to make proper payments to its subcontractors or suppliers.
- d. Completion of the Contract if there exists a reasonable doubt that the work can be completed for balance then unpaid.
- e. Damage to another contractor or third party.
- f. Amounts which may be due the District for claims against Contractor.
- g. Failure of Contractor to keep the record ("as-built") drawings up to date.
- h. Failure to provide updates on the construction schedule.
- i. Site clean up.
- j. Failure of the Contractor to comply with requirements of the Contract Documents.
- k. Liquidated damages.

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1. Legally permitted penalties.

Upon completion of the Contract, the District will reduce the final Contract amount to reflect costs charged to the Contractor, back charges or payments withheld pursuant to the Contract Documents.

ARTICLE 38. CHANGES AND EXTRA WORK

a. Change Order Work.

- 1) The District, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or other revisions, the Contract amount and Contract time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in the Contract amount or the Contract time, and the full and final settlement of all costs (direct, indirect and overhead) related to the Work authorized by the Change Order.
- 2) All claims for additional compensation to the Contractor shall be presented in writing before the expense is incurred and will be adjusted as provided herein. No work shall be allowed to lag pending such adjustment, but shall be promptly executed as directed, even if a dispute arises. No claim will be considered after the work in question has been done unless a written contract change order has been issued or a timely written notice of claim has been made by Contractor. Contractor shall not be entitled to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any item or portion of Work to be done. Whenever any change is made as provided for herein, such change shall be considered and treated as though originally included in the Contract, and shall be subject to all terms, conditions and provisions of the original Contract.
- 3) Owner Initiated Change. The Contractor must submit a complete cost proposal, including any change in the Contract time, within seven (7) Days after receipt of a scope of a proposed change order, unless the District requests that proposals be submitted in less than seven (7) Days.
- 4) Contractor Initiated Change. The Contractor must give written notice of a proposed change order required for compliance with the Contract Documents within seven (7) Days of discovery of the facts giving rise to the proposed change order.
- 5) Whenever possible, any changes to the Contract amount shall be in a lump sum mutually agreed to by the Contractor and the District.
- 6) Price quotations from the Contractor shall be accompanied by sufficiently detailed supporting documentation to permit verification by the District.

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- 7) If the Contractor fails to submit the cost proposal within the seven (7) Day period (or as requested), the District has the right to order the Contractor in writing to commence the work immediately on a force account basis and/or issue a lump sum change to the contract price in accordance with the District's estimate of cost. If the change is issued based on the District estimate, the Contractor will waive its right to dispute the action unless within fifteen (15) Days following completion of the added/deleted work, the Contractor presents written proof that the District's estimate was in error.
- 8) Estimates for lump sum quotations and accounting for cost-plus-percentage work shall be limited to direct expenditures necessitated specifically by the subject extra work, and shall be segregated as follows:
- (a) Labor. The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the extra work cost will not be permitted unless the contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.
 - (b) Materials. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight and delivery. Materials cost shall be based upon supplier or manufacturer's invoice. If invoices or other satisfactory evidence of cost are not furnished within fifteen (15) Days of delivery, then the Engineer shall determine the materials cost, at its sole discretion.
 - (c) Tool and Equipment Use. No payment will be made for the use of small tools, tools which have a replacement value of \$1,000 or less. Regardless of ownership, the rates to be used in determining equipment use costs shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the work is performed.
 - (d) Overhead, Profit and Other Charges. The mark-up for overhead (including supervision) and profit on work added to the Contract shall be according to the following:
 - i. "Net Cost" is defined as consisting of costs of labor, materials and tools and equipment only excluding overhead and profit. The costs of applicable insurance and bond premium will be reimbursed to the Contractor and subcontractors at cost only, without mark-up.

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- ii. For Work performed by the Contractor's forces the added cost for overhead and profit shall not exceed fifteen (15%) percent of the Net Cost of the Work.
 - iii. For Work performed by a subcontractor, the added cost for overhead and profit shall not exceed fifteen (15%) percent of the Net Cost of the Work to which the Contractor may add five (5%) percent of the subcontractor's Net Cost.
 - iv. For Work performed by a sub-subcontractor the added cost for overhead and profit shall not exceed fifteen (15 %) percent of the Net Cost for Work to which the subcontractor and general contractor may each add an additional five (5 %) percent of the Net Cost of the lower tier subcontractor.
 - iv. No additional mark up will be allowed for lower tier subcontractors, and in no case shall the added cost for overhead and profit payable by District exceed twenty-five (25%) percent of the Net Cost as defined herein.
- 9) For added or deducted Work by subcontractors, the Contractor shall furnish to the District the subcontractor's signed detailed estimate of the cost of labor, material and equipment, including the subcontractor markup for overhead and profit. The same requirement shall apply to sub-subcontractors.
- 10) For added or deducted work furnished by a vendor or supplier, the Contractor shall furnish to the District a detailed estimate or quotation of the cost to the Contractor, signed by such vendor or supplier.
- 11) Any change in The Work involving both additions and deletions shall indicate a net total cost, including subcontracts and materials. Allowance for overhead and profit, as specified herein, shall be applied if the net total cost is an extra; overhead and profit allowances shall not be applied if the net total cost is a credit. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was executed.
- 12) Contractor shall not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual acceleration beyond what is stated in the change order for work. No claims shall be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to a multiplicity of changes and/or clarifications. The Contractor may not change or modify the District's change order form in an attempt to reserve additional rights.
- 13) If the District disagrees with the proposal submitted by Contractor, it will notify the Contractor and the District will provide its opinion of the appropriate price and/or

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time extension. If the Contractor agrees with the District, a change order will be issued by the District. If no agreement can be reached, the District shall have the right to issue a unilateral change order setting forth its determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. Such determination shall become final and binding if the Contractor fails to submit a claim in writing to the District within fifteen (15) Days of the issuance of the unilateral change order, disputing the terms of the unilateral change order.

- 14) No dispute, disagreement or failure of the parties to reach agreement on the terms of the change order shall relieve the Contractor from the obligation to proceed with performance of the work, including extra work, promptly and expeditiously.
- 15) Any alterations, extensions of time, extra work or any other changes may be made without securing consent of the Contractor's surety or sureties.

ARTICLE 39. OCCUPANCY

The District reserves the right to occupy or utilize any portion of The Work at any time before completion, and such occupancy or use shall not constitute Acceptance of any part of Work covered by this Contract. This use shall not relieve the Contractor of its responsibilities under the Contract.

ARTICLE 40. INDEMNIFICATION

Contractor shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, agents, employees, and representatives free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, to the extent arising out of or incident to any negligent acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Work or this Contract, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, with counsel of District's choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its officials, officers, agents, employees and representatives. To the extent of its liability, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District, its officials, officers, employees, agents, employees and representatives, in any such suit, action or other legal proceeding. Contractor shall reimburse District, its officials, officers, agents, employees and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code Section 2782.

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ARTICLE 41. RESOLUTION OF CLAIMS

This section shall govern any claim by the Contractor for: (1) an extension of time, including relief from damages or penalties for delay; (2) payment by District of money or damages arising from work done by, or on behalf of, the Contractor, where the underlying contract does not expressly provide for payment or payment to which the Contractor is not otherwise entitled; or (3) the payment of an amount disputed by District.

Contractor may submit to District a claim for any of the three above-referenced matters. Contractor shall provide District with reasonable documentation necessary to support its claim. Contractor shall submit its claim by registered mail or certified mail, return receipt requested.

District, within forty-five (45) days of its receipt of the claim, unless such time is extended as referenced in this section, shall conduct a reasonable review of the claim and provide Contractor with a written statement identifying what portion of the claim District disputes and what portion District does not dispute.

The forty-five (45) day period referenced herein may be extended by mutual agreement of District and Contractor or, if the District's Board of Directors approval is necessary to provide the Contractor with such a written statement, and the Board does not meet within the 45-day period, District shall have three (3) days following the Board's next duly noticed public meeting to provide the Contractor with the written statement.

Payment on any undisputed portion of the claim shall occur within sixty (60) days of District issuing the written statement.

If District does not respond within the required time period, the claim shall be deemed rejected in its entirety.

If Contractor disputes District's written statement as to of any portion of the claim, or if District fails to respond within the specified time period, Contractor may demand in writing an informal conference to meet and confer for settlement of the dispute. Upon receipt of such demand by registered mail or certified mail, return receipt requested, District shall schedule a meet and confer conference within thirty (30) days, to settle the dispute. Within ten (10) business days of the conclusion of the meet and confer conference, District shall provide Contractor with a written statement identifying the portion and amount of the claim that remains in dispute, if any. If District does not respond within the required time period, the entire claim shall be deemed to remain in dispute. District shall pay any portion of the claim that is undisputed after the conference within sixty (60) days of District issuing the written statement.

Any portion of the claim that remains disputed, as identified by the Contractor in writing, shall be submitted to nonbinding mediation. The Parties shall mutually agree on a mediator within ten (10) business days of the Contractor identifying the disputed portion of the claim in writing. If the Parties cannot agree upon a mediator, each Party shall select a mediator, and those mediators

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shall then select a qualified neutral third party to mediate. Each Party shall bear the fees and costs charged by its respective mediator, and the parties shall share all other fees and costs associated with the mediation equally. The parties may mutually agree, in writing, to waive mediation. If mediation is unsuccessful, civil litigation may be commenced, subject to all applicable laws and provisions of this Contract, including any obligation to arbitrate disputes. Unless otherwise agreed to by the Parties in writing, this mediation shall excuse any further obligation to mediate under Public Contract Code Section 20104.4. As used herein, “mediation” means any nonbinding process in which an independent third party assists the Parties in dispute resolution through negotiation or issuance of an evaluation.

If a subcontractor lacks legal standing to assert a claim against District, the subcontractor may request that the Contractor present District with a claim on behalf of the subcontractor or a lower tier subcontractor. The subcontractor shall furnish reasonable documentation to support the claim. Within forty-five (45) days of receipt of the request, Contractor shall provide subcontractor with a written statement confirming that the Contractor presented the claim to District, or providing the reasons that the Contractor did not.

Upon receipt of a claim, the Parties may also mutually agree, in writing, to waive the provisions of this section and, instead, proceed directly to commencement of a civil action or binding arbitration.

- a. Any payment not paid within the time period required by this Section shall bear interest at seven percent (7%) per annum.

ARTICLE 42. DISTRICT’S RIGHT TO TERMINATE CONTRACT

- a. **Termination for Cause:** The District may, without prejudice to any other right or remedy, serve written notice upon Contractor of its intention to terminate this Contract if the Contractor: (i) refuses or fails to prosecute The Work or any part thereof with such diligence as will ensure its completion within the time required; (ii) fails to complete The Work within the required time; (iii) should file a bankruptcy petition or be adjudged a bankrupt; (iv) should make a general assignment for the benefit of its creditors; (v) should have a receiver appointed; (vi) should persistently or repeatedly refuse or fail to supply enough properly skilled workers or proper materials to complete the work; (vii) should fail to make prompt payment to subcontractors or for material or labor; (viii) persistently disregard laws, ordinances, other requirements or instructions of the District; or (ix) should violate any of the provisions of the Contract Documents.

The notice of intent to terminate shall contain the reasons for such intention to terminate. Unless within ten (10) Days after the service of such notice, such condition shall cease or satisfactory arrangements (acceptable to the District) for the required correction are made, this Contract shall be terminated. In such case, Contractor shall not be entitled to receive any further payment until the Project has been finished. The District may take over and

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complete The Work by any method it may deem appropriate. Contractor and its surety shall be liable to the District for any excess costs or other damages incurred by the District to complete the Project. If the District takes over The Work, the District may, without liability for so doing, take possession of and utilize in completing The Work such materials, appliances, plant, and other property belonging to the Contractor as may be on the Project site.

- b. **Termination For Convenience:** The District may terminate performance of The Work in whole or, in part, if the District determines that a termination is in the District's interest.

The Contractor shall terminate all or any part of The Work upon delivery to the Contractor of a Notice of Termination specifying that the termination is for the convenience of the District, the extent of termination, and the effective date of such termination.

After receipt of Notice of Termination, and except as directed by the District, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:

- 1) Stop Work as specified in the Notice.
- 2) Complete any Work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.
- 3) Leave the property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Documents is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.
- 4) Terminate all subcontracts to the extent that they relate to the portions of The Work terminated.
- 5) Place no further subcontracts or orders, except as necessary to complete the remaining portion of The Work.
- 6) Submit to the District, within ten (10) Days from the effective date of the Notice of Termination, all of the documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the Effective Date of the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the District's exercise of its right to terminate this Contract pursuant to this clause, which costs the Contractor is authorized under the Contract Documents to incur, shall: (i) be submitted to and received by the District no later than thirty (30) Days after the Effective Date of the Notice of Termination; (ii) describe the costs incurred with particularity; and

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(iii) be conspicuously identified as "Termination Costs Occasioned by the District's Termination for Convenience."

- 7) These provisions are in addition to and not in limitation of any other rights or remedies available to the District.
- c. Notwithstanding any other provision of this Article, when immediate action is necessary to protect life and safety or to reduce significant exposure or liability, the District may immediately order Contractor to cease Work on the Project until such safety or liability issues are addressed to the satisfaction of the District or the Contract is terminated.

ARTICLE 43. WARRANTY AND GUARANTEE

- a. Contractor warrants that all materials and equipment furnished under this Contract shall be new unless otherwise specified in the Contract Documents; and that all Work conforms to the Contract Document requirements and is free of any defect whether performed by the Contractor or any subcontractor or supplier.
- b. Unless otherwise stated, all warranty periods shall begin upon the filing of the Notice of Completion. Unless otherwise stated, the warranty period shall be for one year.
- c. The Contractor shall remedy at its expense any damage to District-owned or controlled real or personal property.
- d. Contractor shall furnish the District with all warranty and guarantee documents prior to final Acceptance of the Project by the District.
- e. The District shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. The Contractor shall within ten (10) Days after being notified commence and perform with due diligence all necessary Work. If the Contractor fails to promptly remedy any defect, or damage; the District shall have the right to replace, repair, or otherwise remedy the defect, or damage at the Contractor's expense.
- f. In the event of any emergency constituting an immediate hazard to health, safety, property, or licensees, when caused by Work of the Contractor not in accordance with the Contract requirements, the District may undertake at Contractor's expense, and without prior notice, all Work necessary to correct such condition.
- g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for Work performed and Materials furnished under this Contract, the Contractor shall:
 - 1) Obtain for District all warranties that would be given in normal commercial practice;
 - 2) Require all warranties to be executed, in writing, for the benefit of the District; and

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- 3) Enforce all warranties for the benefit of the District, unless otherwise directed in writing by the District.

This Article shall not limit the District's rights under this Contract or with respect to latent defects, gross mistakes, or fraud. The District specifically reserves all rights related to defective work, including but not limited to the defect claims pursuant to California Code of Civil Procedure Section 337.15.

ARTICLE 44. DOCUMENT RETENTION & EXAMINATION

- a. In accordance with Government Code Section 8546.7, records of both the District and the Contractor shall be subject to examination and audit by the State Auditor General for a period of three (3) years after final payment.
- b. Contractor shall make available to the District any of the Contractor's other documents related to the Project immediately upon request of the District.
- c. In addition to the State Auditor rights above, the District shall have the right to examine and audit all books, estimates, records, contracts, documents, bid documents, subcontracts, and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the modification in order to evaluate the accuracy and completeness of the cost or pricing data at no additional cost to the District, for a period of four (4) years after final payment.

ARTICLE 45. SEPARATE CONTRACTS

- a. The District reserves the right to let other contracts in connection with this Work or on the Project site. Contractor shall permit other contractors reasonable access and storage of their materials and execution of their work and shall properly connect and coordinate its Work with theirs.
- b. To ensure proper execution of its subsequent Work, Contractor shall immediately inspect work already in place and shall at once report to the Engineer any problems with the work in place or discrepancies with the Contract Documents.
- c. Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by the District in prosecution of the Project

to the end that Contractor may perform this Contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at site of the Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project. If simultaneous execution of any contract for the Project is likely to cause interference with performance of some other contract or contracts, the Engineer shall decide which Contractor shall cease Work

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temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously. The District shall not be responsible for any damages suffered or for extra costs incurred by Contractor resulting directly or indirectly from award, performance, or attempted performance of any other contract or contracts on the Project site.

ARTICLE 46. NOTICE AND SERVICE THEREOF

All notices shall be in writing and either served by personal delivery or mailed to the other party as designated in the Bid Forms. Written notice to the Contractor shall be addressed to Contractor's principal place of business unless Contractor designates another address in writing for service of notice. Notice to District shall be addressed to the District as designated in the Notice Inviting Bids unless District designates another address in writing for service of notice. Notice shall be effective upon receipt or five (5) Days after being sent by first class mail, whichever is earlier. Notice given by facsimile shall not be effective unless acknowledged in writing by the receiving party.

ARTICLE 47. NOTICE OF THIRD PARTY CLAIMS

Pursuant to Public Contract Code Section 9201, the District shall provide Contractor with timely notification of the receipt of any third-party claim relating to the Contract.

ARTICLE 48. STATE LICENSE BOARD NOTICE.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

ARTICLE 49. INTEGRATION

- a. Oral Modifications Ineffective. No oral order, objection, direction, claim or notice by any party or person shall affect or modify any of the terms or obligations contained in the Contract Documents.
- b. Contract Documents Represent Entire Contract. The Contract Documents represent the entire agreement of the District and Contractor.\
- c. The failure of either Party to insist upon strict performance of any of the terms, conditions or covenants in this Agreement shall not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions or covenants herein contained, unless such waiver is in writing.

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ARTICLE 50. CHANGE IN NAME AND NATURE OF CONTRACTOR'S LEGAL ENTITY

Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the District in order that proper steps may be taken to have the change reflected on the Contract.

ARTICLE 51. ASSIGNMENT OF ANTITRUST ACTIONS

Pursuant to Section 7103.5 of the Public Contract Code, in entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or subcontractor offers and agrees to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (chapter 2 (commencing with Section 16700) of part 2 of division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this Contract or any subcontract. This assignment shall be made and become effective at the time the District makes final payment to the Contractor, without further acknowledgment by the parties.

ARTICLE 52. PROHIBITED INTERESTS

No District official or representative who is authorized in such capacity and on behalf of the District to negotiate, supervise, make, accept, or approve, or to take part in negotiating, supervising, making, accepting or approving any engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the project, shall be or become directly or indirectly interested financially in the Contract.

ARTICLE 53. LAWS AND REGULATIONS

- a. Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules and regulations bearing on conduct of work as indicated and specified by their terms. References to specific laws, rules or regulations in this Contract are for reference purposes only, and shall not limit or affect the applicability of provisions not specifically mentioned. If Contractor observes that drawings and specifications are at variance therewith, he shall promptly notify the Engineer in writing and any necessary changes shall be adjusted as provided for in this Contract for changes in work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Engineer, he shall bear all costs arising therefrom.
- b. Contractor shall be responsible for familiarity with the Americans with Disabilities Act ("ADA") (42 U.S.C. § 12101 et seq.). The Work will be performed in compliance with ADA laws, rules and regulations. Contractor shall comply with the Historic Building Code, including, but not limited to, as it relates to the ADA, whenever applicable.
- c. Contractor acknowledges and understands that, pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant

GENERAL CONDITIONS

to Public Resources Code Section 2717(b) in order to supply mined material for this Contract.

ARTICLE 54. PATENT FEES OR ROYALTIES.

The Contractor shall include in its bid amount the patent fees or royalties on any patented article or process furnished or used in the Work. Contractor shall assume all liability and responsibility arising from the use of any patented, or allegedly patented, materials, equipment, devices or processes used in or incorporated with The Work, and shall defend, indemnify and hold harmless the District, its officials, officers, agents, employees and representatives from and against any and all liabilities, demands, claims, damages, losses, costs and expenses, of whatsoever kind or nature, arising from such use.

ARTICLE 55. OWNERSHIP OF DRAWING

All Contract Documents furnished by the District are District property. They are not to be used by Contractor or any subcontractor on other work nor shall Contractor claim any right to such documents. With exception of one complete set of Contract Documents, all documents shall be returned to the District on request at completion of The Work.

ARTICLE 56. NOTICE OF TAXABLE POSSESSORY INTEREST

In accordance with Revenue and Taxation Code Section 107.6, the Contract Documents may create a possessory interest subject to personal property taxation for which Contractor will be responsible.

GENERAL CONDITIONS

TECHNICAL SPECIFICATIONS

THE FOLLOWING IMPROVEMENT PLANS AND SPECIFICATIONS ARE
INCORPORATED HEREIN BY REFERENCE AS IF SET FORTH IN THEIR ENTIRETY:

TECHNICAL SPECIFICATIONS

Well 14D Rehabilitation Project Proposal

TECHNICAL SPECIFICATIONS

54



November 13, 2025
Revised April 1, 2026

Ben Voelz
Elk Grove Water District
9829 Waterman Rd.
Elk Grove, CA 95624

Re: Well 14D
Aqua Freed® and Aqua Gard® Rehabilitation and Maintenance

Thank you for the opportunity to submit this proposal for the rehabilitation of Well 14D at Elk Grove Water District. We appreciate the chance to support your team and provide a focused solution to restore well performance and strengthen long term system reliability.

This proposal outlines our recommended approach for improving production, addressing the underlying causes of decline, and supporting consistent groundwater supply for your operations. Our methods are designed to maximize recovery while maintaining safe and efficient site conditions throughout the process.

Following is a detailed description of the Scope of Work we are proposing for **Well 14D**, aligned with the line items shown in the enclosed proposal.

Pre-Rehabilitation Well Performance Testing and Pump Removal

Using the client's existing pump, a step-drawdown test will be conducted on the well to assess the pre-treatment pumping capacity of the well. The flow will be monitored using a test meter, an orifice or a watch and bucket depending on the capacity of the well. The discharge water will be routed to an acceptable drainage course or nearby sewer. Water level will be monitored during the test with an electric water level meter. Immediately following the test, the well pump will be removed. The purpose of the test is to determine the pre-rehabilitation specific capacity and pump performance. The cost to complete the pumping test assumes all testing to be completed with the existing pumping equipment and electricity and that the testing will be performed during a period of up to four hours. Additional cost would apply if alternative pump testing equipment were required.

Pre-Rehabilitation Video Survey

A pre-rehabilitation video inspection will be conducted on the well. The purpose of the video survey is to verify the well construction, inspect the overall condition of the casing and bore hole and extent of plugging. The video equipment will be capable of both 90° side scan and straight view. An electronic copy of the video survey will be supplied to the client upon the completion of the project. A caliper log will be performed following the video inspection to accurately measure the well inner diameter and permit the selection of properly sized tooling for the well rehabilitation work.

Pre-Treatment Brushing

The well casing and screened or slotted intervals will be brushed using a nylon well brush over their entire lengths. This step will aid in removing encrustation on the interior walls of the well, allowing for more efficient penetration of the carbon dioxide (CO₂) into the surrounding formation. If the video reveals this step is not required, it will be removed from the scope of work and the overall contract sum will be reduced. If a significant amount of debris exists at the bottom of the well or is produced by brushing, the material will be removed by bailing or air lifting method.

Aqua Freed® Treatment Process

The well will be rehabilitated with the Aqua Freed® dual-phase CO₂ process. The well will be sealed using a downhole packer set immediately above the screened or slotted portion of the well to confine and direct the injection of a predetermined volume of CO₂. Both vapor-phase and liquid-phase CO₂ will be injected under controlled conditions within the screened or slotted section of the well. The well will then remain sealed overnight for a period of approximately 12 hours after the treatment injection is completed and will then be vented prior to the removal of the treatment packer.

Mechanical Development

Upon completion of the Aqua Freed® treatment task, the well will be mechanically developed by a combination of surge and pumping to mobilize the detached plugging material. Mechanical development cost is based on 16 hours of development time. The owner or owner's representative will be notified if additional development time is required. Additional development will be billed hourly according to the rate presented on the proposal.

Post-Rehabilitation Video Survey

After the well is sufficiently developed, a post-rehabilitation video inspection will be conducted on the well. The purpose of the video survey is to view the condition of the casing and screen in the well and assess the visual effectiveness of the treatment. The video equipment will be capable of both 90° side scan and straight view. An electronic copy of the post-treatment video survey will be supplied to the client upon the completion of the project.

Pump Installation and Post-Rehabilitation Pumping Test

The owner's pump assembly will be restored to the same setting as prior to rehabilitation. The well will be pump tested using the customer's pump and the same procedure used for the pre-rehabilitation testing will be implemented. The purpose of the post-rehabilitation testing is to determine the post-rehabilitation specific capacity and allow for a comparison analysis with the pre-rehabilitation specific capacity data and assess the performance improvement. The cost to complete the pumping test assumes all testing to be completed with the existing pumping equipment and electricity and that the testing will be performed during a period of up to four hours. Once the testing is completed, all associated equipment will be reinstalled, and the wellhead reassembled to working order.

Well Disinfection

After the well equipment is reinstalled, the well and pumping equipment will be properly disinfected according to applicable state and local well disinfection guidelines using an approved disinfection product. Disinfection verification sampling will be coordinated with the Owner's operations staff operations staff. The proposed cost does not include sampling and water quality analysis.

Final Report

At the completion of the well rehabilitation project, your team will receive a comprehensive summary report. This report will include pre treatment and post treatment pumping test data and analysis, a condition assessment of the pumping equipment, video survey files in electronic format, and a detailed summary of all work performed. The report will also include all relevant data, figures, and laboratory water quality results.

Aqua Gard® Well Maintenance

We recommend retrofitting Well 14D with the Aqua Gard® system. This will allow for scheduled preventive maintenance cleanings to be performed with the pump in place. The Aqua Gard® process uses carbon dioxide to clean the well and target deposits while they are still soft in nature. The Aqua Gard® system requires a minimum service interval of once per year and execution of a maintenance agreement.

Please note that this proposal is based on current site conditions and available information. All pricing and scope of work outlined herein are subject to change pending further evaluation, unforeseen field conditions, or changes in project requirements.

Please feel free to contact me with any questions you may have regarding this summary work scope and proposal.

Best regards,



Keith Myers
Director of Business Development
Kmyers@stiwater.com
916.869.4464



Well Rehabilitation Technology
40 Stone Castle Road, Rock Tavern, NY 12575
www.subsurfacetech.com

Phone: 916-869-4464
Fax: 845-567-1035
E-mail: kmyers@subsurfacetech.com

PROPOSAL

Company Name: Elk Grove Water District
Address: 9829 Waterman Rd.
City, State, Zip: Elk Grove, CA 95624
Attn: Ben Voelz

Date: April 1, 2026
Cell: 916-585-9392
E-mail:
Site: Well 14D

		<u>TOTAL</u>
Mobilization/De-Mobilization of Aqua Freed® injection equipment and personnel transfers	\$	9,960.00
Subcontractor to perform the following:	\$	112,100.00
• Pre Treatment Pump Test		
• Pump Removal & Inspection		
• Pre Treatment Video Survey		
• Pre Treatment Brushing		
• Setup & Airlift Development (<i>up to 40 hours</i>)		
• Post Treatment Video Survey		
• Re-install Pumping Equipment		
• Post Treatment Pump Test		
Aqua Freed® injection equipment & delivery of the Aqua Freed process	\$	36,790.00
Fuel Surcharge	\$	125.00
TOTAL:	\$	158,975.00

OPTION

Furnish Discharge Head with modifications to accept Aqua Gard® equipment & pipe and STI oversight during installation. (<i>BUDGETARY Cost</i>)	\$	40,600.00
Budget allowance for Wellhead & Base modifications to receive new Discharge Head	\$	8,280.00
TOTAL:	\$	48,880.00

NOTE(S):

- Price and delivery for the goods listed in this proposal are based on current costs. The market for materials is highly volatile due to several global factors. Therefore, if our cost for any materials increase, we reserve the right to adjust our prices accordingly. If pricing has changed we will advise of the new price at time of order.
- A fully executed well maintenance agreement must be received prior to installing an Aqua Gard system.

Budgetary Future Aqua Gard Service - 2026

Mobilization/De-Mobilization	\$	1,435.00
Aqua Gard® Service to include: Aqua Gard® CO2 Injection, Flushing to Waste Pre & Post Service Pump Tests	\$	18,410.00
TOTAL:	\$	19,845.00

NOTE: Site access for rubber tire vehicles to be provided and maintained by owner or owners representative. All towing/dragging will be at owners expense. Standby rates will apply.

We propose to furnish material and labor -- in complete accordance with the above estimates, for the sum of **TBD** AS OUTLINED ABOVE, plus tax unless a current tax exempt certificate is provided. Payment to be made as follows: **1.5% 10 days Net 30**. Partial billing may apply. Any unpaid balance over 30 days from the date of completion will have a finance charge added to the unpaid balance of 1.5% per month.

All material is guaranteed to be specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specification involving extra costs will be executed only upon consulting with client and approval and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. We will maintain commercial general liability, business automobile and workers compensation insurance for the duration of this work. The owner should purchase any additional insurance he deems necessary for the protection of his interests.

STI Authorized: _____

Customer Accepted: _____

Printed Name/Title: _____

Printed Name/Title: _____

Date: _____

Date: _____

WE ARE PLEASED TO SUBMIT THE ABOVE QUOTATION FOR YOUR CONSIDERATION, SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THIS QUOTATION IS SUBJECTED TO THE CONDITIONS PRINTED ON REVERSE SIDE, AND IS VALID FOR 10 DAYS. THEREAFTER IT IS SUBJECTED TO CHANGE WITHOUT NOTICE.

STANDARD TERMS AND CONDITIONS

STI agrees to provide the services set forth on the front of this Agreement pursuant to the terms of this Agreement, including, but not limited to, the following Standard Terms and Conditions which constitute a part of this Agreement.

ARTICLE 1. RIGHT OF ENTRY: The Customer grants a right of periodic entry to STI, its agents, staff, consultants and contractors or subcontractors, for the purpose of performing all acts, studies, and research (including, without limitation, the obtaining of samples and the performance of tests and evaluations) pursuant to the Stimulation.

ARTICLE 2. SAMPLING AND TESTING LOCATION: Test described in STI's report or shown on sketches are based on specific information furnished by others or estimates made in the field by STI's personnel. Such dimensions, depths or elevations are approximations and are not warranted to be exact.

ARTICLE 3. DOCUMENTS: Customer will furnish or cause to be furnished such reports, data, studies, plans, specifications, documents and other information deemed necessary by STI for the proper performance of STI's services pursuant to this Agreement. STI may rely upon documents provided by the Customer in performing the services required under this Agreement.

ARTICLE 4. LIABILITY: Customer agrees to limit STI's liability to customer arising from negligent or other acts, errors, or omissions, such that STI's total aggregate liability for any cause and based upon any legal theory, including strict liability, shall not exceed the Total Charges received by STI pursuant to this Agreement.

ARTICLE 5. UNFORESEEN OCCURRENCE: If, during the performance of services, any unforeseen conditions or occurrences are encountered which, in STI's sole judgment significantly affect or may affect the services to be performed under this Agreement by STI or the risk involved in providing the stimulation, STI will have the right to terminate this Agreement and the services effective on the date specified by STI in writing.

ARTICLE 6. FORCE MAJEURE: STI is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of STI

ARTICLE 7. NO THIRD PARTY BENEFICIARIES: This Agreement gives no rights or benefits to anyone other than the Customer and STI and this Agreement has no third-party beneficiaries.

ARTICLE 8. LEGAL ACTION: All legal actions by either party against the other arising from this Agreement, or for the failure to perform in accordance with the applicable standard of care, or any other cause of action, will be barred 1 years from the date the claimant knew or should have known of its claim, but in any event no later than 2 years from the date of substantial completion of STI's services.

ARTICLE 9. SURVIVAL: All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating the responsibility or liability between Customer and STI shall survive the completion of the services and the termination of this Agreement.

ARTICLE 10. INTEGRATION: This Agreement and the documents attached hereto and which are incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by all parties hereto.

ARTICLE 11. GOVERNING LAW: This Agreement shall be governed in all aspects by the laws of the State of New York

FLORIN RESOURCE CONSERVATION DISTRICT

WELL 14D REHABILITATION PROJECT

BID AND CONTRACT DOCUMENTS

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BID FORM

NAME OF BIDDER: Subsurface Technologies, Inc.

The undersigned, hereby declare that we have carefully examined the location of the proposed Work, and have read and examined the Contract Documents, including all plans, specifications, and all addenda, if any, for the following Project:

Well 14D Rehabilitation Project

We hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the base bid portion of the Project for the following TOTAL BASE BID AMOUNT:

BASE BID SCHEDULE

Item No.	Item Description	Quantity	Unit	Unit Cost	Total Cost
1	Mobilization, Demobilization, Bonds and Insurance	1	LS	\$9,960	\$9,960
2	Aqua Freed CO2 Well Rehabilitation Treatment	1	LS	\$149,015	\$149,015
3	Well Head Modification—Aqua Guard	1	LS	\$48,880	\$48,880

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Total Bid Amount (Sum of all contract services including bid items 1-32) \$207,855,158.97
5

Total Bid Amount (written form) two one hundred and seven fifty eight thousand eight nine hundred and fifty seven five

BID FORM

1

In case of discrepancy between the unit price and the item cost set forth for a unit basis item, the unit price shall prevail and, shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Item Cost" column, then the amount set forth in the "Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Final payment shall be determined by the Engineer from measured quantities of work performed based upon the unit price.

In case of discrepancy between the written price and the numerical price, the written price shall prevail.

Bidder certifies that it is registered with the Department of Industrial Relations (DIR) to bid and contract on Public Works projects, and that all of its subcontractors that will be used on the project are registered with DIR to bid and work on Public Works projects. **Contractor's DIR Public Works Contractor Registration No.** is _____.

The undersigned agrees that this Bid Form constitutes a firm offer to the District which cannot be withdrawn for the number of calendar days indicated in the Notice Inviting Bids from and after the bid opening, or until a Contract for the Work is fully executed by the District and a third party, whichever is earlier.

Addenda No. _____ Addenda No. _____

Addenda No. _____ Addenda No. _____

1. Attached is the required bid security in the amount of not less than 10% of the Total Bid Price.
2. Attached is the fully executed Non-Collusion Affidavit form.
3. Attached is the completed Designation of Subcontractors form.
4. Attached is the completed Bidder Information Form.
5. Attached is the completed Contractor's Certificate Regarding Workers' Compensation form.
6. Bidder acknowledges and understands that, pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this Contract.

I hereby certify under penalty of perjury under the laws of the State of California, that all of the information submitted in connection with this Bid and all of the representations made herein are true and correct.

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____

BID FORM

2

**CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION**

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____

**CONTRACTOR'S CERTIFICATE REGARDING
WORKERS' COMPENSATION**

3

Elk Grove Water District
Well 14D Rehabilitation Project
July 2026

BID BOND

The makers of this bond are, _____, as Principal, and _____, as Surety and are held and firmly bound unto the Florin Resource Conservation District, hereinafter called the District, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to DISTRICT for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated _____, 20 ____, for the Administration Landscape Project.

If the Principal does not withdraw its bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the District as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall in affect its obligation under this bond, and Surety does hereby waive its right of any such changes.

In the event a lawsuit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all litigation expenses incurred by the District in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of _____, 20 ____, the name and corporate seal of each corporation.

(Corporate Seal)

Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

BID BOND

4

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 20____ before me, _____, notary public,
personally appeared _____, who proved to me on the basis
of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity
upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the
foregoing paragraph is true and correct.

WITNESS my hand and official seal

(SEAL)

Commission expires: _____

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must
be attached hereto.

BID BOND

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Elk Grove Water District
Well 14D Rehabilitation Project
July 2026

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, each bidder shall set forth below: (a) the name and the location of the place of business and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. Notwithstanding the foregoing, if the work involves streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If no subcontractor is specified, for a portion of the work, or if more than one subcontractor is specified for the same portion of Work, to be performed under the Contract in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price or \$10,000, whichever is greater if the work involves streets or highways, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

Portion of Work	Subcontractor (include Contractor's License No. & DIR Public Works Contractor Registration No.)	Location of Business

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____

DESIGNATION OF SUBCONTRACTORS

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Elk Grove Water District
Well 14D Rehabilitation Project
July 2026

INFORMATION REQUIRED OF BIDDERS

A. INFORMATION ABOUT BIDDER

NOTE: Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

1.0 Bidders Name and address: _____

2.0 Bidders telephone no.: _____

3.0 Bidders fax no. and email address: _____

4.0 Contractor' State License No. and Expiration Date: : _____

5.0 Contractor's Primary classification: _____

6.0 Contractor's Specialty classification: _____

Name of Licensee, if different from (1) above. If Joint Venture or Partnership, list full names of all partners:

7.0 What type of work does the Bidder normally perform with its own forces?

8.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

INFORMATION REQUIRED OF BIDDERS

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- 9.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, state why and when:

- 10.0 At any time in the last five years has your firm failed to satisfactorily complete any work whereby the owner was forced to either take legal action or contact the surety company bonding the project to resolve the conflict? If so, state the circumstance.

B. LIST OF THREE SIMILAR COMPLETED PROJECTS - LAST THREE YEARS

Please include only those projects which are similar enough to demonstrate Bidder's ability to perform the required Work. The list shall include the following information as a minimum:

1.0 Name of Project, and Owner: _____

2.0 Name, address and contact information for Owner: _____

3.0 Brief description of work involved: _____

4.0 Contract amount: _____

5.0 Date of Completion: _____

6.0 Name of Project, and Owner: _____

7.0 Name, address and contact information for Owner: _____

INFORMATION REQUIRED OF BIDDERS

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8.0 Brief description of work involved: _____

9.0 Contract amount: _____

10.0 Date of Completion: _____

11.0 Name of Project, and Owner: _____

12.0 Name, address and contact information for Owner: _____

13.0 Brief description of work involved: _____

14.0 Contract amount: _____

15.0 Date of Completion: _____

C. EQUIPMENT SUPPLIER LISTING

The following are the names of the manufacturers and suppliers of major items of equipment and systems to be used by the Bidder in the work.

Section Number	Equipment Description	Manufacturer and/or Supplier

D. VERIFICATION AND EXECUTION

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

INFORMATION REQUIRED OF BIDDERS

9

Name of Bidder _____

Signature _____

Company Name: _____

The Owner will check project references listed to verify information provided along with skills and capacity represented by Contractor. It is very important that the Bidder verify that all contact information is current for each name listed above.

The undersigned hereby states that all above representations are correct and true.

Date

Name

Signatory Title

Company Name

CA Contractor License No.

License Classification

License Expiration Date

Signature:

INFORMATION REQUIRED OF BIDDERS

10

NON-COLLUSION AFFIDAVIT

I, _____, being first duly sworn, deposes and says that he is _____ of _____ the party making the attached bid; that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Name of Bidder _____

Signature _____

Name _____

Title _____

Dated _____

INFORMATION REQUIRED OF BIDDERS

11

CONTRACT

THIS CONTRACT is made this ____ day of _____, 2026, in the County of Sacramento, State of California, by and between the Florin Resource Conservation District, hereinafter called District, and Subsurface Technologies, hereinafter called Contractor. The District and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1. SCOPE OF WORK. The Contractor shall perform all Work within the time stipulated the Contract and shall provide all labor, materials, equipment, tools, utility services, and transportation to complete all of the Work required in strict compliance with the Contract Documents as specified in Article 5 below for the following Project:

Well 14D Rehabilitation Project

The Contractor and its surety shall be liable to the District for any damages arising as a result of the Contractor's failure to comply with this obligation.

ARTICLE 2. TIME FOR COMPLETION. The Work shall be commenced on the date stated in the District's Notice to Proceed. The Contractor shall substantially complete all Work required by the Contract Documents within ~~44-120~~ calendar days from the commencement date stated in the Notice to Proceed. By its signature hereunder, Contractor agrees the time for completion set forth above is adequate and reasonable to complete the Work.

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ARTICLE 3. CONTRACT PRICE. The District shall pay to the Contractor as full compensation for the performance of the Contract, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs, the sum of Two Hundred Seven Thousand Eight Hundred Fifty-Five Dollars (~~\$207,855~~158,975). Payment shall be made as set forth in the General Conditions.

ARTICLE 4. LIQUIDATED DAMAGES. In accordance with Government Code section 53069.85, it is agreed that the Contractor will pay the District the sum of \$250 for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, the Contractor agrees the District may deduct that amount from any money due or that may become due the Contractor under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

ARTICLE 5. COMPONENT PARTS OF THE CONTRACT. The "Contract Documents" include the following:

Contractor's Bid Forms
Contractor's Certificate Regarding Workers' Compensation
Bid Bond
Designation of Subcontractors

CONTRACT

12

Information Required of Bidders
Non-Collusion Affidavit form
Contract
Performance Bond
Payment (Labor and Materials) Bond
General Conditions
Special Provisions (or Special Conditions)
Technical Specifications
Elk Grove Water Service Standard Construction Specifications
Addenda
Improvement Plans and Contract Drawings
Approved and fully executed change orders
Any other documents contained in or incorporated into the Contract

The Contactor shall complete the Work in strict accordance with all of the Contract Documents.

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. This Contract shall supersede any prior agreement of the parties.

ARTICLE 6. PROVISIONS REQUIRED BY LAW. Each and every provision of law required to be included in these Contract Documents shall be deemed to be included in these Contract Documents. The Contractor shall comply with all requirements of applicable federal, state and local laws, rules and regulations, including, but not limited to, the provisions of the California Labor Code and California Public Contract Code which are applicable to this Project.

ARTICLE 7. INDEMNIFICATION. Contractor shall provide indemnification as set forth in the General Conditions.

ARTICLE 8. PREVAILING WAGES. Contractor shall be required to pay the prevailing rate of wages in accordance with the Labor Code which such rates shall be made available at 2031 Howe Avenue Suite 100, Sacramento, CA or may be obtained online at <http://www.dir.ca.gov/dlsr>. and which must be posted at the job site. All public works projects shall comply with the Department of Industrial Relations (DIR) prevailing wage monitoring requirements. The DIR compliance monitoring program requires all contractors and subcontractors (of any tier) to be registered with DIR prior to bidding on or entering into a contract for a public works project. Each contractor submitting a bid must list on the Bid Schedule their DIR Public Works Contractor Registration number in the space provided. On the List of Subcontractors, the contractor must list the DIR registration number of all of its subcontractors in the space provided. Failure to provide this information may disqualify the contractor from the bid. The contractor who is awarded the contract must electronically submit all certified payroll records to DIR during the course of the project. The District shall file a PWC-100 form electronically with DIR within five (5) days of the award of contract. The filing of the PWC-100 form initiates DIR to track the prevailing wage payments from the contractor and subcontractors. Further information can be found under the public works section of DIR's website at www.dir.ca.gov.

CONTRACT

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IN WITNESS WHEREOF, this Contract has been duly executed by the above-named parties, on the day and year above written.

**FLORIN RESOURCE CONSERVATION SUBSURFACE TECHNOLOGIES, INC.
DISTRICT**

By:	By:
_____ Signature	_____ Signature
Bruce Kamilos _____ Name	_____ Name
General Manager _____ Title	_____ Title
Attest:	_____ License Number

District Clerk

Approved as to Form:

Name
Attorney

Title

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, Florin Resource Conservation District (hereinafter referred to as "District") has awarded to Subsurface Technologies, (hereinafter referred to as the "Contractor") an agreement for (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the District in the sum of _____ DOLLARS, (\$ _____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the District, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by District in enforcing such obligation.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by District, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's

PERFORMANCE BOND

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obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the District to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the District's option:

- (1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
- (2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the District, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the District to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the District under the Contract and any modification thereto, less any amount previously paid by the District to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the District may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the DISTRICT, when declaring the Contractor in default, notifies Surety of the District's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

PERFORMANCE BOND

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

CONTRACTOR/PRINCIPAL

Name

By _____

SURETY:

By: _____
Attorney-In-Fact

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$ _____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

PERFORMANCE BOND

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STATE OF CALIFORNIA)
) ss.
DISTRICT OF _____)

On this _____ day of _____, in the year 20____, before me,
_____, a Notary Public in and for said state, personally appeared
_____, known to me to be the person whose name is subscribed
to the within instrument as the Attorney-In-Fact of the (Surety) acknowledged to me that he
subscribed the name of the _____ (Surety) thereto and his own name
as Attorney-In-Fact.

Notary Public in and for said State

(SEAL)

Commission expires: _____

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must
be attached hereto.

PERFORMANCE BOND

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Elk Grove Water District
Well 14D Rehabilitation Project
July 2026

PAYMENT BOND (LABOR AND MATERIALS)

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the Florin Resource Conservation District (hereinafter designated as the “District”), by action taken has awarded to Subsurface Technologies, hereinafter designated as the “Principal,” a contract for the work described as follows:

Well 14D Rehabilitation Project (the “Project”);

and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the District in the penal sum of _____ Dollars (\$ _____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 3181 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the District in such suit, including reasonable attorneys’ fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition,

PAYMENT BOND (LABOR AND MATERIALS)

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alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or District and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed unoriginal thereof, have been duly executed by the Principal and Surety above named, on the ____ day of _____, 20____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Corporate Seal of Principal,
if corporation)

Principal (Property Name of Contractor)

By _____
(Signature of Contractor)

(Seal of Surety)

Surety

By _____
Attorney in Fact

(Attached Attorney-In-Fact Certificate and Required
Acknowledgements)

*Note: Appropriate Notarial Acknowledgments of Execution by Contractor and
+surety and a power of Attorney MUST BE ATTACHED.

PAYMENT BOND (LABOR AND MATERIALS)

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Elk Grove Water District
Well 14D Rehabilitation Project
July 2026

GENERAL CONDITIONS

ARTICLE 1. DEFINITIONS

- a. Acceptable, Acceptance or words of similar import shall be understood to be the acceptance of the Engineer and/or the District .
- b. Act of God an Act of God is an earthquake of magnitude 3.5 on the Richter scale and tidal waves.
- c. Approval means written authorization by Engineer and/or District .
- d. Contract Documents includes all documents as stated in the Contract.
- e. District and Contractor are those stated in the Contract. The terms District and Owner may be used interchangeably.
- f. Day shall mean calendar day unless otherwise specifically designated.
- g. Engineer shall mean the Project Engineer and/or Manager designated by the Florin Resource Conservation District, acting either directly or through properly authorized agents, such as agents acting within the scope of the particular duties entrusted to them. Also sometimes referred to as the “District’s Representative,” “Engineer” or “Representative” in the Contract Documents.
- h. Equal, Equivalent, Satisfactory, Directed, Designated, Selected, As Required and similar words shall mean the written approval, selection, satisfaction, direction, or similar action of the Engineer and/or District.
- i. Indicated, Shown, Detailed, Noted, Scheduled or words of similar meaning shall mean that reference is made to the drawings, unless otherwise noted. It shall be understood that the direction, designation, selection, or similar import of the Engineer and/or District is intended, unless stated otherwise.
- j. Install means the complete installation of any item, equipment or material.
- k. Material shall include machinery, equipment, manufactured articles, or construction such as form work, fasteners, etc., and any other classes of material to be furnished in connection with the Contract. All materials shall be new unless specified otherwise.
- l. Perform shall mean that the Contractor, at Contractor’s expense, shall take all actions necessary to complete The Work, including furnishing of necessary labor, tools, and equipment, and providing and installing Materials that are indicated, specified, or required to complete such performance.

GENERAL CONDITIONS

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- m. Project is The Work planned by District as provided in the Contract Documents.
- n. Provide shall include provide complete in place, that is furnish, install, test and make ready for use.
- o. Recyclable Waste Materials shall mean materials removed from the Project site which are required to be diverted to a recycling center rather than an area landfill. Recyclable Waste Materials include asphalt, concrete, brick, concrete block, and rock.
- p. Specifications means that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the work and those portions of the Elk Grove Water Service Standard Construction Specification, including all current supplements, addenda, and revisions thereof. In the case of conflict between the Elk Grove Water Service Standard Construction Specifications and the Contract Documents, the Contract Documents shall prevail.
- q. The Work means the entire improvement planned by the District pursuant to the Contract Documents.
- r. Work means labor, equipment and materials incorporated in, or to be incorporated in the construction covered by the Contract Documents.

ARTICLE 2. CONTRACT DOCUMENTS

- a. **Contract Documents.** The Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all.
- b. **Interpretations.** The Contract Documents are intended to be fully cooperative and to be complementary. If Contractor observes that any documents are in conflict, the Contractor shall promptly notify the Engineer in writing. In case of conflicts between the Contract Documents, the order of precedence shall be as follows:
 1. Change Orders or Work Change Directives
 2. Addenda
 3. Special Provisions (or Special Conditions)
 4. Technical Specifications
 5. Plans (Contract Drawings)
 6. Contract
 7. General Conditions
 8. Instructions to Bidders
 9. Notice Inviting Bids
 10. Contractor's Bid Forms
 11. Elk Grove Water Service Standard Construction Specifications
 12. Standard Plans
 13. Reference Documents

GENERAL CONDITIONS

With reference to the Drawings, the order of precedence shall be as follows:

1. Figures govern over scaled dimensions
 2. Detail drawings govern over general drawings
 3. Addenda or Change Order drawings govern over Contract Drawings
 4. Contract Drawings govern over Standard Drawings
 5. Contract Drawings govern over Shop Drawings
- c. **Conflicts in Contract Documents.** Notwithstanding the orders of precedence established above, in the event of conflicts, the higher standard shall always apply.
- d. **Organization of Contract Documents.** Organization of the Contract Documents into divisions, sections, and articles, and arrangement of drawings shall not control the Contractor in dividing The Work among subcontractors or in establishing the extent of Work to be performed by any trade.

ARTICLE 3. CONTRACTS DOCUMENTS: COPIES & MAINTENANCE

Contractor will be furnished, free of charge, an electronic copy of the final Contract Documents. Additional copies will be the responsibility of the contractor.

Contractor shall maintain a clean, undamaged set of Contract Documents at the Project site. Bids must be submitted on the District's Bid Forms. Bidders may obtain a copy of the Contract Documents at: Sacramento Regional Builders Exchange, 5370 Elvas Avenue, Sacramento, CA 95819, (916) 442-8991.

ARTICLE 4. DETAIL DRAWINGS AND INSTRUCTIONS

- a. **Examination of Contract Documents.** Before commencing any portion of The Work, Contractor shall again carefully examine all applicable Contract Documents, the Project site and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall immediately notify the Engineer of any potential error, inconsistency, ambiguity, conflict or lack of detail or explanation. If Contractor performs, permits, or causes the performance of any Work which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction. In no case shall the Contractor or any subcontractor proceed with Work if uncertain as to the applicable requirements.
- b. **Additional Instructions.** After notification of any error, inconsistency, ambiguity, conflict or lack of detail or explanation, the Engineer will provide any required additional instructions, by means of drawings or other written direction, necessary for proper execution of Work.

GENERAL CONDITIONS

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- c. **Quality of Parts, Construction and Finish.** All parts of The Work shall be of the best quality of their respective kinds and the Contractor must use all diligence to inform itself fully as to the required construction and finish. In no case shall Contractor proceed with The Work without obtaining first from the Engineer such Approval may be necessary for the proper performance of Work.
- d. **Contractor's Variation from Contract Document Requirements.** If it is found that the Contractor has varied from the requirements of the Contract Documents including the requirement to comply with all applicable laws, ordinances, rules and regulations, the Engineer may at any time, before or after completion of the Work, order the improper Work removed, remade or replaced by the Contractor at the Contractor's expense.

ARTICLE 5. EXISTENCE OF UTILITIES AT THE WORK SITE

- a. No excavations were made to verify the locations shown for underground utilities. The service connections to these utilities are not shown on the plans. It shall be the responsibility of the Contractor to determine the exact location of all service connections. The Contractor shall make its own investigations, including exploratory excavations, to determine the locations and type of service connections, prior to commencing Work which could result in damage to such utilities. The Contractor shall immediately notify the District in writing of any utility discovered in a different position than shown on the Plans or which is not shown on the Plans.
- b. All water meters, water valves, fire hydrants, electrical utility vaults, telephone vaults, gas utility valves, and other subsurface structures shall be relocated or adjusted to final grade by the Contractor. Locations of existing utilities shown on the Plans are approximate and may not be complete. The Contractor shall be responsible for coordinating its Work with all utility companies during the construction of The Work.
- c. Contractor, except in an emergency, shall contact the appropriate regional notification center, Underground Service Alert at 1-800-227-2600 at least two working days prior to commencing any excavation if the excavation will be performed in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the District, and obtain an inquiry identification number from that notification center. No excavation shall be commenced or carried out by the Contractor unless such an inquiry identification number has been assigned to the Contractor or any subcontractor of the Contractor and the District has been given the identification number by the Contractor.

ARTICLE 6. SCHEDULE

- a. **Estimated Schedule.** Within seven (7) days after the issuance of the Notice to Proceed, Contractor shall prepare a Project schedule and shall submit this to the Engineer for Approval. The receipt or Approval of any schedules by the Engineer or the District shall not in any way relieve the Contractor of its obligations under the Contract Documents. The

GENERAL CONDITIONS

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Contractor is fully responsible to determine and provide for any and all staffing and resources at levels which allow for good quality and timely completion of the Project. Contractor's failure to incorporate all elements of Work required for the performance of the Contract or any inaccuracy in the schedule shall not excuse the Contractor from performing all Work required for a completed Project within the specified Contract time period. If the required schedule is not received by the time the first payment under the Contract is due, Contractor shall not be paid until the schedule is received, reviewed and accepted by the Engineer.

- b. **Schedule Contents.** The schedule shall allow enough time for inclement weather. The schedule shall indicate the beginning and completion dates of all phases of construction; critical path for all critical, sequential time related activities; and "float time" for all "slack" or "gaps" in the non-critical activities. The schedule shall clearly identify all staffing and other resources which in the Contractor's judgment are needed to complete the Project within the time specified for completion. Schedule duration shall match the Contract time. Schedules indicating early completion will be rejected.
- c. **Schedule Updates.** Contractor shall continuously update its construction schedule. Contractor shall submit an updated and accurate construction schedule to the Engineer whenever requested to do so by Engineer and with each progress payment request. The Engineer may withhold progress payments or other amounts due under the Contract Documents if Contractor fails to submit an updated and accurate construction schedule.

ARTICLE 7. — SUBSTITUTIONS

- a. ~~Pursuant to Public Contract Code Section 3400(b) the District may make a finding that is described in the invitation for bids that designates certain products, things, or services by specific brand or trade name.~~
- b. ~~Unless specifically designated in the Contract Documents, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such Specifications shall be deemed to be used for the purpose of facilitating the description of the material, process or article desired and shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer for substitution any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified in the Contract Documents. However, the District may have adopted certain uniform standards for certain materials, processes and articles.~~
- c. ~~Contractor shall submit requests, together with substantiating data, for substitution of any "or equal" material, process or article no later than thirty five (35) days after award of the Contract. To facilitate the construction schedule and sequencing, some requests may need to be submitted before thirty five (35) days after award of Contract. Provisions regarding submission of "or equal" requests shall not in any way authorize an extension of time for performance of this Contract. If a proposed "or equal" substitution request is rejected, Contractor shall be responsible for providing the specified material, process or article. The~~

GENERAL CONDITIONS

~~burden of proof as to the equality of any material, process or article shall rest with the Contractor. The District has the complete and sole discretion to determine if a material, process or article is an "or equal" material, process or article that may be substituted.~~

~~d. Data required to substantiate requests for substitutions of an "or equal" material, process or article data shall include a signed affidavit from the Contractor stating that, and describing how, the substituted "or equal" material, process or article is equivalent to that specified in every way except as listed on the affidavit. Substantiating data shall include any and all illustrations, specifications, and other relevant data including catalog information which describes the requested substituted "or equal" material, process or article, and substantiates that it is an "or equal" to the material, process or article. The substantiating data must also include information regarding the durability and lifecycle cost of the requested substituted "or equal" material, process or article. Failure to submit all the required substantiating data, including the signed affidavit, to the District in a timely fashion will result in the rejection of the proposed substitution.~~

~~e. The Contractor shall bear all of the District's costs associated with the review of substitution requests.~~

~~f. The Contractor shall be responsible for all costs related to a substituted "or equal" material, process or article.~~

~~g. Contractor is directed to the Special Conditions (if any) to review any findings made pursuant to Public Contract Code section 3400.~~

ARTICLE 8 ARTICLE 7. SHOP DRAWINGS

a. Contractor shall check and verify all field measurements and shall submit with such promptness as to provide adequate time for review and cause no delay in his own Work or in that of any other contractor, subcontractor, or worker on the Project, one (1) electronic copy and three (3) copies of all shop or setting drawings, calculations, schedules, and materials list, and all other provisions required by the Contract. Contractor shall sign all submittals affirming that submittals have been reviewed and approved by Contractor prior to submission to Engineer. Each signed submittal shall affirm that the submittal meets all the requirements of the Contract Documents except as specifically and clearly noted and listed on the cover sheet of the submittal.

b. Contractor shall make any corrections required by the Engineer, and file with the Engineer three (3) corrected copies each, and furnish such other copies as may be needed for completion of the Work. Owner's approval of shop drawings shall not relieve Contractor from responsibility for deviations from the Contract Documents unless Contractor has, in writing, called Engineer's attention to such deviations at time of submission and has secured the Engineer's written Approval. Engineer's Approval of shop drawings shall not relieve Contractor from responsibility for errors in shop drawings.

GENERAL CONDITIONS

~~ARTICLE 9~~ARTICLE 8. SUBMITTALS

- a. Contractor shall furnish to the Engineer for approval, prior to purchasing or commencing any Work, a log of all samples, material lists and certifications, mix designs, schedules, and other submittals, as required in the specifications. The log shall indicate whether samples will be provided in accordance with other provisions of this Contract.
- b. Contractor will provide samples and submittals, together with catalogs and supporting data required by the Engineer, to the Engineer within a reasonable time period to provide for adequate review and avoid delays in the Work.
- c. These requirements shall not authorize any extension of time for performance of this Contract. Engineer will check and approve such samples, but only for conformance with design concept of work and for compliance with information given in the Contract Documents. Work shall be in accordance with approved samples and submittals.

~~ARTICLE 10~~ARTICLE 9. MATERIALS

- a. Except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this Contract within specified time.
- b. Unless otherwise specified, all materials shall be new and the best of their respective kinds and grades as noted and/or specified, and workmanship shall be of good quality.
- c. Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of The Work and shall be stored properly and protected as required by the Contract Documents. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or Work.
- d. No materials, supplies, or equipment for Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the work and agrees upon completion of all work to deliver the Project, to the District free from any claims, liens, or charges.
- e. Materials shall be stored on the Project site in such manner so as not to interfere with any operations of the District or any independent contractor.

GENERAL CONDITIONS

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~~ARTICLE 11.~~ ARTICLE 10. **CONTRACTOR'S SUPERVISION**

Contractor shall continuously keep at the Project site, a competent and experienced full-time Project superintendent approved by the District. Superintendent must be able to proficiently speak, read and write in English. Contractor shall continuously provide efficient supervision of the Project.

~~ARTICLE 12.~~ ARTICLE 11. **WORKERS**

- a. Contractor shall at all times enforce strict discipline and good order among its employees. Contractor shall not employ on the Project any unfit person or any one not skilled in the Work assigned to him or her.
- b. Any person in the employ of the Contractor whom the District may deem incompetent or unfit shall be dismissed from The Work and shall not be employed on this Project except with the written Approval of the District.

~~ARTICLE 13.~~ ARTICLE 12. **SUBCONTRACTORS**

- a. Contractor agrees to bind every subcontractor to the terms of the Contract Documents as far as such terms are applicable to subcontractor's portion of The Work. Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by its subcontractors, as Contractor is for acts and omissions of persons directly employed by Contractor. Nothing contained in these Contract Documents shall create any contractual relationship between any subcontractor and the District.
- b. The District reserves the right to Approve all subcontractors. The District's Approval of any subcontractor under this Contract shall not in any way relieve Contractor of its obligations in the Contract Documents.
- c. Prior to substituting any subcontractor listed in the Bid Forms, Contractor must comply with the requirements of the Subletting and Subcontracting Fair Practices Act pursuant to California Public Contract Code section 4100 et seq.

~~ARTICLE 14.~~ ARTICLE 13. **PERMITS AND LICENSES**

Permits and licenses necessary for prosecution of The Work shall be secured and paid for by Contractor, unless otherwise specified in the Contract Documents.

- a. Contractor shall obtain and pay for all other permits and licenses required for The Work, including excavation permit and for plumbing, mechanical and electrical work and for operations in or over public streets or right of way under jurisdiction of public agencies other than the District.
- b. The Contractor shall arrange and pay for all off-site inspection of the Work related to permits and licenses, including certification, required by the specifications, drawings, or by

GENERAL CONDITIONS

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Commented [BV1]: Section is proposed for deletion. Will the work require discharge to Sanitary Sewer or Storm Drain?

Commented [DC2R1]: We will discharge to the Sanitary Sewer

Commented [JH3R1]: I recommend against deleting this section – it is always possible that a permit or approval is required by another jurisdiction and is standard in any services or construction contract as a safeguard for the owner.

governing authorities, except for such off-site inspections delineated as the District's responsibility pursuant to the Contract Documents.

- c. Before Acceptance of the Project, the Contractor shall submit all licenses, permits, certificates of inspection and required approvals to the District.

ARTICLE 15. ~~UTILITY USAGE~~

- a. ~~All temporary utilities, including but not limited to electricity, water, gas, and telephone, used on the Work shall be furnished and paid for by Contractor. Contractor shall Provide necessary temporary distribution systems, including meters, if necessary, from distribution points to points on The Work where the utility is needed. Upon completion of The Work, Contractor shall remove all temporary distribution systems.~~
- b. ~~Contractor shall provide necessary and adequate utilities and pay all costs for water, electricity, gas, oil, and sewer charges required for completion of the Project.~~
- c. ~~All permanent meters Installed shall be listed in the Contractor's name until Project Acceptance.~~
- d. ~~If the Contract is for construction in existing facilities, Contractor may, with prior written Approval of the District, use the District's existing utilities by compensating the District for utilities used by Contractor.~~

ARTICLE 16. ~~INSPECTION FEES FOR PERMANENT UTILITIES~~

~~All inspection fees and other municipal charges for permanent utilities including, but not limited to, sewer, electrical, phone, gas, water, and irrigation shall be paid for by the District. Contractor shall be responsible for arranging the payment of such fees, but inspection fees and other municipal fees relating to permanent utilities shall be paid by the District. Contractor may either request reimbursement from the District for such fees, or shall be responsible for arranging and coordination with District for the payment of such fees.~~

ARTICLE 17. ~~TRENCHES~~

- a. ~~Trenches Five Feet or More in Depth. The Contractor shall submit to the District, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches five feet or more in depth. If the plan varies from shoring system standards, the plan shall be prepared by a registered civil or structural engineer. The plan shall not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations.~~
- b. ~~Excavations Deeper than Four Feet. If work under this Contract involves digging trenches or other excavation that extends deeper than four feet below the surface, Contractor shall~~

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promptly, and before the following conditions are disturbed, notify the District, in writing, of any:

- 1) ~~Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.~~
- 2) ~~Subsurface or latent physical conditions at the site differing from those indicated.~~
- 3) ~~Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.~~

~~The District shall promptly investigate the conditions, and if it finds that the conditions do so materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of The Work, shall issue a change order under the procedures described in the Contract Documents.~~

~~In the event that a dispute arises between the District and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of The Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the parties.~~

ARTICLE 18. ~~DIVERSION OF RECYCLABLE WASTE MATERIALS~~

~~In compliance with the applicable City of Elk Grove's waste reduction and recycling efforts, Contractor shall divert all Recyclable Waste Materials to appropriate recycling centers. Contractor will be required to submit weight tickets and written proof of diversion with its monthly progress payment requests if required by the City. Contractor shall complete and execute any certification forms required by the City or other applicable agencies to document Contractor's compliance with these diversion requirements. All costs incurred for these waste diversion efforts shall be the responsibility of the Contractor.~~

ARTICLE 14. REMOVAL OF HAZARDOUS MATERIALS

Should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes and hazardous materials which have not been rendered harmless at the Project site, the Contractor shall immediately stop work at the affected Project site and shall report the condition to the District in writing. The District shall contract for any services required to directly remove and/or abate PCBs and other toxic wastes and hazardous materials, if required by the Project site(s), and shall not require the Contractor to subcontract for such services. The Work in the

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affected area shall not thereafter be resumed except by written agreement of the District and Contractor.

ARTICLE 20. ~~SANITARY FACILITIES~~

~~Contractor shall provide sanitary temporary toilet buildings for the use of all workers. All toilets shall comply with local codes and ordinances. Toilets shall be kept supplied with toilet paper and shall have workable door fasteners. Toilets shall be serviced no less than once weekly and shall be present in a quantity of not less than 1 per 20 workers as required by CAL-OSHA regulation. The toilets shall be maintained in a sanitary condition at all times. Use of toilet facilities in The Work under construction shall not be permitted. Any other Sanitary Facilities required by CAL-OSHA shall be the responsibility of the Contractor.~~

ARTICLE 21. ~~ARTICLE 15.~~ AIR POLLUTION CONTROL

Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes. All containers of paint, thinner, curing compound, solvent or liquid asphalt shall be labeled to indicate that the contents fully comply with the applicable material requirements.

Without limiting the foregoing, Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the Air Quality Management District (AQMD) and/or California Air Resources Board (CARB). Although the AQMD and CARB limits and requirements are more broad, Contractor shall specifically be aware of their application to "portable equipment", which definition is considered by AQMD and CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify District against any fines or penalties imposed by AQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in Article 48, Indemnification.

ARTICLE 22. ~~ARTICLE 16.~~ COMPLIANCE WITH STATE STORM WATER PERMIT

Permit Compliance. The Contractor shall comply with the District's National Pollutant Discharge Elimination System (NPDES) Permit No. CAG995001 issued by the Regional Water Quality Control Board in association with Low Threat General Waste Discharge Order No. R5-2013-0074-059.

- a. **Consideration of Costs.** As stated in the Instruction to Bidders, it was the responsibility of the Contractor in preparing its bid to evaluate and include in the bid any costs for complying with the Permits.
- b. **Other Applicable Laws.** Contractor shall also comply with the lawful requirements of any applicable municipality, the District, drainage district, and other local agencies

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Commented [BV4]: Debbie asked if SW permit will be required
- No. EGWD has a NPDES permit

regarding discharges of storm water to separate storm drain system(s) or other water courses under their jurisdiction, including applicable requirements in municipal storm water management programs. This requirement applies to all projects, including those projects that impact less than one acre or disturb less than one acre.

- c. **Run-on Drainage.** Storm, surface, nuisance or other waters may be encountered at various times during the course of construction. By submitting its bid, Contractor acknowledged that it investigated the risk arising from such waters, prepared its bid accordingly, and assumed any and all liabilities arising therefrom.
- d. **Liability for Non-Compliance.** Failure to comply with the Permit or any applicable municipal permit is a violation of law and may be subject to penalties, fines, or additional regulatory requirements. In addition to the other indemnities included herein, Contractor hereby agrees to indemnify and hold harmless District, its officers, directors, agents and employees from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of noncompliance with the Permit or the applicable municipal permit, unless such noncompliance is the result of District's sole established negligence, willful misconduct or active negligence..

~~ARTICLE 23.~~ ARTICLE 17. **CLEANING UP**

- a. Contractor at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment. Contractor shall not store debris under, in, or about the premises. Upon completion of Work, Contractor shall clean the interior and exterior of the building or improvement including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected so surfaces are free from foreign material or discoloration. Contractor shall clean and polish all glass, plumbing fixtures, and finish hardware and similar finish surfaces and equipment and contractor shall also remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site. Contractor shall also clean all buildings, asphalt and concrete areas to the degree necessary to remove oil, grease, fuel, or other stains caused by Contractor operations or equipment.
- b. Contractor shall fully clean up the site at the completion of The Work. If the Contractor fails to immediately clean up at the completion of The Work, the District may do so and the cost of such clean up shall be charged back to the Contractor.

~~ARTICLE 24. LAYOUT AND FIELD ENGINEERING~~

~~All field engineering required for laying out The Work and establishing grades for earthwork operations shall be furnished by the Contractor at its expense. Layout shall be done by a registered civil engineer Approved by the Engineer. Any required "as built" drawings of the Work shall be prepared by the registered civil engineer.~~

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ARTICLE 25. ARTICLE 18. EXCESSIVE NOISE

- a. The Contractor shall use only such equipment on the work and in such state of repair so that the emission of sound therefrom is within the noise tolerance level of that equipment as established by CAL-OSHA.
- b. The Contractor shall comply with the most restrictive of the following: (1) local sound control and noise level rules, regulations and ordinances and (2) the requirements contained in these Contract Documents, including hours of operation requirements. No internal combustion engine shall be operated on the Project without a muffler of the type recommended by the manufacturer. Should any muffler or other control device sustain damage or be determined to be ineffective or defective, the Contractor shall promptly remove the equipment and shall not return said equipment to the job until the device is repaired or replaced. Said noise and vibration level requirements shall apply to all equipment on the job or related to the job, including but not limited to, trucks, transit mixers or transit equipment that may or may not be owned by the Contractor.

ARTICLE 26. TESTS AND INSPECTIONS

- a. ~~If the Contract Documents, the Engineer, or any instructions, laws, ordinances, or public authority require any part of The Work to be tested or Approved, Contractor shall provide the Engineer at least two (2) working day's notice of its readiness for observation or inspection. If inspection is by a public authority other than the District, Contractor shall promptly inform the District of the date fixed for such inspection. Required certificates of inspection (or similar) shall be secured by Contractor. Costs for District testing and District inspection shall be paid by the District. Costs of tests for Work found not to be in compliance shall be paid by the Contractor.~~
- b. ~~If any Work is done or covered up without the required testing or approval, the Contractor shall uncover or deconstruct the Work, and the Work shall be redone after completion of the testing at the Contractor's cost in compliance with the Contract Documents.~~
- c. ~~Where inspection and testing are to be conducted by an independent laboratory or agency, materials or samples of materials to be inspected or tested shall be selected by such laboratory or agency, or by the District, and not by Contractor. All tests or inspections of materials shall be made in accordance with the commonly recognized standards of national organizations.~~
- d. ~~In advance of manufacture of materials to be supplied by Contractor which must be tested or inspected, Contractor shall notify the District so that the District may arrange for testing at the source of supply. Any materials which have not satisfactorily passed such testing and inspection shall not be incorporated into The Work.~~
- e. ~~If the manufacture of materials to be inspected or tested will occur in a plant or location outside the geographic limits of District, the Contractor shall pay for any excessive or~~

Commented [JH5]: Why would the testing provision be deleted? Doesn't the contractor need to meet some sort of pumping metric or other performance goal?

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~~unusual costs associated with such testing or inspection, including but not limited to excessive travel time, standby time and required lodging.~~

- ~~f. Reexamination of Work may be ordered by the District. If so ordered, Work must be uncovered or deconstructed by Contractor. If Work is found to be in accordance with the Contract Documents, the District shall pay the costs of reexamination and reconstruction. If such work is found not to be in accordance with the Contract Documents, Contractor shall pay all costs.~~

ARTICLE 19. PROTECTION OF WORK AND PROPERTY

- a. The Contractor shall be responsible for all damages to persons or property that occur as a result of The Work. Contractor shall be responsible for the proper care and protection of all materials delivered and Work performed until completion and final Acceptance by the District. All Work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as necessary. Contractor shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the Project site where Work is being performed. Contractor shall erect and properly maintain at all times, as required by field conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created in the course of construction.
- b. In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from the Engineer, is hereby permitted to act to prevent such threatened loss or injury; and Contractor shall so act, without appeal, if so authorized or instructed by the Engineer or the District. Any compensation claimed by Contractor on account of emergency work shall be determined by and agreed upon by the District and the Contractor.
- c. Contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions.
- d. Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, and other adjoining property and structures, and to avoid damage thereto, and Contractor shall repair any damage thereto caused by The Work operations. Contractor shall:
 - 1) Enclose the working area with a substantial barricade, and arrange work to cause minimum amount of inconvenience and danger to the public.
 - 2) Provide substantial barricades around any shrubs or trees indicated to be preserved.
 - 3) Deliver materials to the Project site over a route designated by the Engineer.

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- 4) Provide any and all dust control required and follow the Applicable air quality regulations as appropriate. If the Contractor does not comply, the District shall have the immediate authority to provide dust control and deduct the cost from payments to the Contractor.
- 5) Confine Contractor's apparatus, the storage of materials, and the operations of its workers to limits required by law, ordinances, permits, or directions of the Engineer. Contractor shall not unreasonably encumber the Project site with its materials.
- 6) Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved civil engineer or land surveyor, at no cost to the District.
- 7) Ensure that existing facilities, fences and other structures are all adequately protected and that, upon completion of all Work, all facilities that may have been damaged are restored to a condition acceptable to the District.
- 8) Preserve and protect from injury all buildings, pole lines and all direction, warning and mileage signs that have been placed within the right-of-way.
- 9) At the completion of work each day, leave the Project site in a clean, safe condition.
- 10) Comply with any stage construction and traffic handling plans. Access to residences and businesses shall be maintained at all times.

These precautionary measures will apply continuously and not be limited to normal working hours. Full compensation for the Work involved in the preservation of life, safety and property as above specified shall be considered as included in the prices paid for the various contract items of Work, and no additional allowance will be made therefor.

- e. Should damage to persons or property occur as a result of The Work, Contractor shall be responsible for proper investigation, documentation, including video or photography, to adequately memorialize and make a record of what transpired. The District shall be entitled to inspect and copy any such documentation, video, or photographs.

~~ARTICLE 28:~~ARTICLE 20. **CONTRACTORS MEANS AND METHODS**

Contractor is solely responsible for the means and methods utilized to Perform The Work. In no case shall the Contractor's means and methods deviate from commonly used industry standards.

~~ARTICLE 29:~~ARTICLE 21. **AUTHORIZED REPRESENTATIVES**

The District shall designate representatives, who shall have the right to be present at the Project site at all times. The District may designate an inspector who shall have the right to observe all of the Contractor's Work. The inspector is not authorized to make changes in the Contract Documents. The inspector shall not be responsible for the Contractor's failure to carry out The Work in

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accordance with the Contract Documents. Contractor shall provide safe and proper facilities for such access.

~~ARTICLE 30.~~ **ARTICLE 22. HOURS OF WORK**

- a. Eight (8) hours of work shall constitute a legal day's work. The Contractor and each subcontractor shall forfeit, as penalty to the District, twenty-five dollars (\$25) for each worker employed in the execution of Work by the Contractor or any subcontractor for each day during which such worker is required or permitted to work more than eight (8) hours in any one day and forty (40) hours in any week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, except as provided in Labor Code Section 1815.
- b. Work shall be accomplished on a regularly scheduled eight (8) hour per day work shift basis, Monday through Friday, between the hours of 7:00 a.m. and 5:00 p.m.
- c. It shall be unlawful for any person to operate, permit, use, or cause to operate any of the following at the Project site, other than between the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, with no Work allowed on District-observed holidays, unless otherwise Approved by the Engineer:
 - 1) Powered Vehicles
 - 2) Construction Equipment
 - 3) Loading and Unloading Vehicles
 - 4) Domestic Power Tool.

~~ARTICLE 31.~~ **ARTICLE 23. PAYROLL RECORDS**

- a. Pursuant to Labor Code Section 1776, the Contractor and each subcontractor shall maintain weekly certified payroll records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the work. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury.
- b. The payroll records described herein shall be certified and submitted by the Contractor at a time designated by the District. The Contractor shall also provide the following:
 - 1) A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

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- 2) A certified copy of all payroll records described herein shall be made available for inspection or furnished upon request of the Department of Industrial Relations (“DIR”).
- c. The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement (“DLSE”) of the DIR or shall contain the same information as the forms provided by the DLSE.
- d. Any copy of records made available for inspection and furnished upon request to the public shall be marked or obliterated in such a manner as to prevent disclosure of an individual’s name, address, and social security number. The name and address of the Contractor or any subcontractor shall not be marked or obliterated.
- e. In the event of noncompliance with the requirements of this Section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying any item or actions necessary to ensure compliance with this section. Should noncompliance still be evident after such ten (10) day period, the Contractor shall, as a penalty to the District, forfeit Twenty-five Dollars (\$25.00) for each day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the DIR, such penalties shall be withheld from contract payments.

~~ARTICLE 32.~~ARTICLE 24. **PREVAILING RATES OF WAGES**

- a. The Contractor is aware of the requirements of Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” and “maintenance” projects. Since this Project involves an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. In the alternative, the Contractor may view a copy of the prevailing rates of per diem wages at the District. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor’s principal place of business and at the Project site. Contractor shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or allege failure to comply with the Prevailing Wage Laws.
- b. The Contractor and each subcontractor shall forfeit as a penalty to the District not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any work done by him, or by any subcontract under him, in violation of the provisions of the Labor Code. The difference between such stipulated

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prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

- c. Contractor shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

~~ARTICLE 33.~~ARTICLE 25. EMPLOYMENT OF APPRENTICES

The Contractor's attention is directed to the provisions of Sections 1777.5, 1777.6, and 1777.7 of the Labor Code concerning employment of apprentices by the Contractor or any subcontractor. The Contractor shall obtain a certificate of apprenticeship before employing any apprentice pursuant to Section 1777.5, 1777.6, and 1777.7 of the Labor Code. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, the Administrator of Apprenticeships, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

~~ARTICLE 34.~~ARTICLE 26. NONDISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY/EMPLOYMENT ELIGIBILITY

Pursuant to Labor Code Section 1735 and other applicable provisions of law, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap on this Project. The Contractor will take affirmative action to insure that employees are treated during employment or training without regard to their race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap.

Employment Eligibility; Contractor. By executing this Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Contract, and shall not violate any such law at any time during the term of the Contract. Contractor shall avoid any violation of any such law during the term of this Contract by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the District or its representatives for inspection and copy at any time during normal business hours. The District shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.16 or any of its sub-sections.

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Commented [BV6]: Debbie commented that STI will be applying for a DIR waiver. - A waiver for employment of apprentices or for prevailing wage in general?

Commented [DC7R6]: We will be applying for an apprentice DIR waiver only.

Commented [JH8R6]: This provision should remain in regardless as it protects the District from claims. The contractor still needs to comply, even if that compliance is obtaining a waiver.

Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Contract to make the same verifications and comply with all requirements and restrictions provided for in Section 3.16.1.

Employment Eligibility; Failure to Comply. Each person executing this Contract on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the District to terminate the Contract for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.16.1 or 3.16.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.16.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

~~ARTICLE 35.~~ARTICLE 27. **LABOR/EMPLOYMENT SAFETY**

The Contractor shall maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.), and California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4.

~~ARTICLE 36.~~ARTICLE 28. **WORKERS' COMPENSATION INSURANCE**

The Contractor shall Provide, during the life of this Contract, workers' compensation insurance for all of the employees engaged in Work under this Contract, on or at the Project site, and, in case any of sublet Work, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees as prescribed by State law. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the Project site, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor is required to secure payment of compensation to his employees in accordance with the provisions of Section 3700 of the Labor Code. The Contractor shall file with the District certificates of his insurance protecting workers. Company or companies providing insurance coverage shall be acceptable to the District, if in the form and coverage as set forth in the Contract Documents.

~~ARTICLE 37.~~ARTICLE 29. **EMPLOYER'S LIABILITY INSURANCE**

Contractor shall provide during the life of this Contract, Employer's Liability Insurance, including Occupational Disease, in the amount of, at least, one million dollars (\$1,000,000.00) per person per accident. Contractor shall provide District with a certificate of Employer's Liability Insurance. Such insurance shall comply with the provisions of the Contract Documents. The policy shall be endorsed,

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if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement and contain a Waiver of Subrogation in favor of the District.

ARTICLE 38:ARTICLE 30. COMMERCIAL GENERAL LIABILITY INSURANCE

- a. Contractor shall procure and maintain during the life of this Contract and for such other period as may be required herein, at its sole expense, occurrence version Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products/completed operations if applicable, personal and advertising injury – which may arise from or out of Contractor’s operations, use, and management of the Project site, or the performance of its obligations hereunder. Policy limits shall not be less than \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Such policy shall comply with all the requirements of this Article. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit Contractor’s indemnification obligations to the District, and shall not preclude the District from taking such other actions available to the District under other provisions of the Contract Documents or law.
- c. Contractor shall make certain that any and all subcontractors hired by Contractor are insured in accordance with this Contract. If any subcontractor’s coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold the District harmless from any damage, loss, cost, or expense, including attorneys’ fees, incurred by the District as a result thereof.
- d. All general liability policies provided pursuant to the provisions of this Article shall comply with the provisions of the Contract Documents.
- e. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, under-ground excavation, removal of lateral support, and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained in these General Conditions, relating to liability for injury to or death of persons and damage to property. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, the District may require additional coverage to be purchased by Contractor to restore the required limits. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to

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achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement described in the Contract Documents.

- f. Such insurance shall comply with the provisions of Article 42 below.

~~ARTICLE 39.~~ARTICLE 31. AUTOMOBILE LIABILITY INSURANCE

Contractor shall take out and maintain at all times during the term of this occurrence version Contract Automobile Liability Insurance in the amount of, at least, one million dollars (\$1,000,000). Such insurance shall provide coverage for bodily injury and property damage including coverage for non-owned and hired vehicles, in a form and with insurance companies acceptable to the District. Such insurance shall comply with the provisions of Article 42 below.

~~ARTICLE 40.~~ARTICLE 32. FORM AND PROOF OF CARRIAGE OF INSURANCE

- a. Any insurance carrier providing insurance coverage required by the Contract Documents shall be admitted to and authorized to do business in the State of California unless waived, in writing, by the District Risk Manager. Carrier(s) shall have an A.M. Best rating of not less than an A:VIII. Insurance deductibles or self-insured retentions must be declared by the Contractor, and such deductibles and retentions shall have the prior written consent from the District. At the election of the District the Contractor shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- b. Contractor shall cause its insurance carrier(s) to furnish the District with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so in writing by the District Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. The District, its Director's and officers, employees, agents or representatives are named as Additional Insureds and Provide a Waiver of Subrogation in favor of those parties. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that shall provide no less than thirty (30) days written notice be given to the District prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, the District may terminate or Stop Work pursuant to the Contract Documents, unless the District receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. Contractor shall not take possession, or use the Project site, or commence operations under this Agreement until the District has been furnished original Certificate(s) of Insurance and certified original copies of Endorsements or policies of insurance including all Endorsements and any and all other attachments as required in this Section. The original Endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.

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- c. It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary, and the District's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- d. The District reserves the right to adjust the monetary limits of insurance coverage's during the term of this Contract including any extension thereof-if in the District's reasonable judgment, the amount or type of insurance carried by the Contractor becomes inadequate.
- e. Contractor shall pass down the insurance obligations contained herein to all tiers of sub-contractors working under this Contract.

ARTICLE 41-ARTICLE 33. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- a. **Time for Completion/Liquidated Damages.** Work shall be commenced within ten ~~(1060)~~ days of the date stated in the District's Notice to Proceed and shall be completed by Contractor in the time specified in the Contract Documents. The District is under no obligation to consider early completion of the Project; and the Contract completion date shall not be amended by the District's receipt or acceptance of the Contractor's proposed earlier completion date. Furthermore, Contractor shall not, under any circumstances, receive additional compensation from the District (including but not limited to indirect, general, administrative or other forms of overhead costs) for the period between the time of earlier completion proposed by the Contractor and the Contract completion date. If The Work is not completed as stated in the Contract Documents, it is understood that the District will suffer damage. In accordance with Government Code section 53069.85, being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to the District as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Contract for each day of delay until The Work is fully completed. Contractor and its surety shall be liable for any liquidated damages. Any money due or to become due the Contractor may be retained to cover liquidated damages.
- b. **Inclement Weather.** Contractor shall abide the Engineer's determination of what constitutes inclement weather. Time extensions for inclement weather shall only be granted when the Work stopped during inclement weather is on the critical path of the Project schedule.
- c. **Extension of Time.** Contractor shall not be charged liquidated damages because of any delays in completion of The Work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor (or its subcontractors or suppliers). Contractor shall within five (5) Days of identifying any such delay notify the District in writing of causes of delay. The District shall ascertain the facts and extent of delay and grant extension of time for completing The Work when, in its judgment, the facts justify such an extension. Time extensions to the Project shall be requested by the Contractor as they occur and without

Commented [BV9]: Debbie proposed 60 days. Contract term is 90 days, so only 30 to perform the work?

GENERAL CONDITIONS

delay. No delay claims shall be permitted unless the event or occurrence delays the completion of the Project beyond the Contract completion date.

- d. **No Damages for Reasonable Delay.** The District's liability to Contractor for delays for which the District is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall the District be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs. Damages caused by unreasonable District delay, including delays caused by items that are the responsibility of the District pursuant to Government Code section 4215, shall be based on actual costs only, no proportions or formulas shall be used to calculate any delay damages.

~~ARTICLE 42.~~ARTICLE 34. COST BREAKDOWN AND PERIODIC ESTIMATES

Contractor shall furnish on forms Approved by the District:

- a. ~~Within ten (10) Days of award of the Contract a detailed estimate giving a complete breakdown of the Contract price;~~
- b.a. ~~A monthly itemized estimate of Work done for the purpose of making progress payments.~~
In order for the District to consider and evaluate each progress payment application, the Contractor shall submit a ~~detailed~~ measurement of Work performed and ~~the lump sum a progress estimate of the~~ value thereof before the tenth (10th) Day of the following month as long as the entirety of the work for each lump sum item has been completed since the last billing cycle.
- e.b. Contractor shall submit, with each of its payment requests, an adjusted list of actual lump sum quantities, verified by the Engineer, for unit price items listed, if any, in the Bid Form.
- d.c. Following the District's Acceptance of the Work, the Contractor shall submit to the District a written statement of the final lump sum quantities ~~of unit price items~~ for inclusion in the final payment request.
- e.d. The District shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any estimate for payment.

Contractor shall certify under penalty of perjury, that all cost breakdowns and periodic estimates accurately reflect the Work on the Project.

~~ARTICLE 43.~~ARTICLE 35. MOBILIZATION

- a. When a bid item is included in the Bid Form for mobilization, the costs of Work in advance of construction operations and not directly attributable to any specific bid item will be included in the progress estimate ("Initial Mobilization"). When no bid item is provided for "Initial Mobilization," payment for such costs will be deemed to be included in the other items of The Work.

GENERAL CONDITIONS

b. Payment for Initial Mobilization based on the lump sum provided in the Bid Form, which shall constitute full compensation for all such Work. No payment for Initial Mobilization will be made until all of the listed items have been completed to the satisfaction of the Engineer. The scope of the Work included under Initial Mobilization shall include, but shall not be limited to, the following principal items:

1. Obtaining and paying for all bonds, insurance, and permits.
2. Moving on to the Project site of all Contractor's plant and equipment required for first month's operations.
3. Installing temporary construction power, wiring, and lighting facilities.
4. Establishing fire protection system.
5. Developing and installing a construction water supply.
6. Providing and maintaining the field office trailers for the Contractor, complete with all specified furnishings and utility services including telephones, telephone appurtenances, computer and printer, and copying machine.
7. Providing on-site communication facilities including telephones, radio pagers, and fax machines.
8. Providing on-site sanitary facilities and potable water facilities as specified per Cal-OSHA and these Contract Documents.
9. Furnishing, installing, and maintaining all storage buildings or sheds required for temporary storage of products, equipment, or materials that have not yet been installed in the Work. All such storage shall meet manufacturer's specified storage requirements, and the specific provisions of the specifications, including temperature and humidity control, if recommended by the manufacturer, and for all security.
10. Arranging for and erection of Contractor's work and storage yard.
11. Posting all OSHA required notices and establishment of safety programs per Cal-OSHA.
12. Full-time presence of Contractor's superintendent at the job site as required herein.
13. Submittal of Construction Schedule as required by the Contract Documents.

~~ARTICLE 44.~~ ARTICLE 36. PAYMENTS

a. The District shall make monthly progress payments following receipt of undisputed and properly submitted payment requests. Contractor shall be paid a sum equal to ninety-five

GENERAL CONDITIONS

percent (95%) of the value of Work performed up to the last day of the previous month, less the aggregate of previous payments.

- b. The Contractor shall, after the full completion of The Work, submit a final payment application. All prior progress estimates shall be subject to correction in the final estimate and payment.
- c. Unless otherwise required by law, the final payment of five percent (5%) of the value of the Work, if unencumbered, shall be paid no later than sixty (60) Days after the date of recordation of the Notice of Completion.
- d. Acceptance by Contractor of the final payment shall constitute a waiver of all claims against the District arising from this Contract.
- e. Payments to the Contractor shall not be construed to be an acceptance of any defective work or improper materials, or to relieve the Contractor of its obligations under the Contract Documents.
- f. The Contractor shall submit with each payment request the Contractor's conditional waiver of lien for the entire amount covered by such payment request, as well as a valid unconditional waiver of lien from the Contractor and all subcontractors and materialmen for all work and materials included in any prior invoices. Waivers of lien shall be in the forms prescribed by California Civil Code Section 3262. Prior to final payment by the District, the Contractor shall submit a final waiver of lien for the Contractor's work, together with releases of lien from any subcontractor or materialmen.

ARTICLE 45:ARTICLE 37. PAYMENTS WITHHELD AND BACKCHARGES

In addition to amounts which the District may retain under other provisions of the Contract Documents the District may withhold payments due to Contractor as may be necessary to cover:

- a. Stop Notice Claims.
- b. Defective work not remedied.
- c. Failure of Contractor to make proper payments to its subcontractors or suppliers.
- d. Completion of the Contract if there exists a reasonable doubt that the work can be completed for balance then unpaid.
- e. Damage to another contractor or third party.
- f. Amounts which may be due the District for claims against Contractor.
- g. Failure of Contractor to keep the record ("as-built") drawings up to date.

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- h. Failure to provide updates on the construction schedule.
- i. Site clean up.
- j. Failure of the Contractor to comply with requirements of the Contract Documents.
- k. Liquidated damages.
- l. Legally permitted penalties.

Upon completion of the Contract, the District will reduce the final Contract amount to reflect costs charged to the Contractor, back charges or payments withheld pursuant to the Contract Documents.

~~ARTICLE 46.~~ ARTICLE 38. **CHANGES AND EXTRA WORK**

a. **Change Order Work.**

- 1) The District, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or other revisions, the Contract amount and Contract time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in the Contract amount or the Contract time, and the full and final settlement of all costs (direct, indirect and overhead) related to the Work authorized by the Change Order.
- 2) All claims for additional compensation to the Contractor shall be presented in writing before the expense is incurred and will be adjusted as provided herein. No work shall be allowed to lag pending such adjustment, but shall be promptly executed as directed, even if a dispute arises. No claim will be considered after the work in question has been done unless a written contract change order has been issued or a timely written notice of claim has been made by Contractor. Contractor shall not be entitled to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any item or portion of Work to be done. Whenever any change is made as provided for herein, such change shall be considered and treated as though originally included in the Contract, and shall be subject to all terms, conditions and provisions of the original Contract.
- 3) Owner Initiated Change. The Contractor must submit a complete cost proposal, including any change in the Contract time, within seven (7) Days after receipt of a scope of a proposed change order, unless the District requests that proposals be submitted in less than seven (7) Days.
- 4) Contractor Initiated Change. The Contractor must give written notice of a proposed change order required for compliance with the Contract Documents within seven (7) Days of discovery of the facts giving rise to the proposed change order.

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- 5) Whenever possible, any changes to the Contract amount shall be in a lump sum mutually agreed to by the Contractor and the District.
- 6) Price quotations from the Contractor shall be accompanied by sufficiently detailed supporting documentation to permit verification by the District.
- 7) If the Contractor fails to submit the cost proposal within the seven (7) Day period (or as requested), the District has the right to order the Contractor in writing to commence the work immediately on a force account basis and/or issue a lump sum change to the contract price in accordance with the District's estimate of cost. If the change is issued based on the District estimate, the Contractor will waive its right to dispute the action unless within fifteen (15) Days following completion of the added/deleted work, the Contractor presents written proof that the District's estimate was in error.
- 8) Estimates for lump sum quotations and accounting for cost-plus-percentage work shall be limited to direct expenditures necessitated specifically by the subject extra work, and shall be segregated as follows:
 - (a) Labor. The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the extra work cost will not be permitted unless the contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.
 - (b) Materials. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight and delivery. Materials cost shall be based upon supplier or manufacturer's invoice. If invoices or other satisfactory evidence of cost are not furnished within fifteen (15) Days of delivery, then the Engineer shall determine the materials cost, at its sole discretion.
 - (c) Tool and Equipment Use. No payment will be made for the use of small tools, tools which have a replacement value of \$1,000 or less. Regardless of ownership, the rates to be used in determining equipment use costs shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the work is performed.

Commented [BV10]: Sections 8-12 were proposed for removal by Debbie. These sections must remain.

Commented [JH11R10]: Agreed.

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- (d) Overhead, Profit and Other Charges. The mark-up for overhead (including supervision) and profit on work added to the Contract shall be according to the following:
- i. “Net Cost” is defined as consisting of costs of labor, materials and tools and equipment only excluding overhead and profit. The costs of applicable insurance and bond premium will be reimbursed to the Contractor and subcontractors at cost only, without mark-up.
 - ii. For Work performed by the Contractor’s forces the added cost for overhead and profit shall not exceed fifteen (15%) percent of the Net Cost of the Work.
 - iii. For Work performed by a subcontractor, the added cost for overhead and profit shall not exceed fifteen (15%) percent of the Net Cost of the Work to which the Contractor may add five (5%) percent of the subcontractor’s Net Cost.
 - iv. For Work performed by a sub-subcontractor the added cost for overhead and profit shall not exceed fifteen (15 %) percent of the Net Cost for Work to which the subcontractor and general contractor may each add an additional five (5 %) percent of the Net Cost of the lower tier subcontractor.
 - iv. No additional mark up will be allowed for lower tier subcontractors, and in no case shall the added cost for overhead and profit payable by District exceed twenty-five (25%) percent of the Net Cost as defined herein.
- 9) For added or deducted Work by subcontractors, the Contractor shall furnish to the District the subcontractor’s signed detailed estimate of the cost of labor, material and equipment, including the subcontractor markup for overhead and profit. The same requirement shall apply to sub-subcontractors.
- 10) For added or deducted work furnished by a vendor or supplier, the Contractor shall furnish to the District a detailed estimate or quotation of the cost to the Contractor, signed by such vendor or supplier.
- 11) Any change in The Work involving both additions and deletions shall indicate a net total cost, including subcontracts and materials. Allowance for overhead and profit, as specified herein, shall be applied if the net total cost is an extra; overhead and profit allowances shall not be applied if the net total cost is a credit. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was executed.

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- 12) Contractor shall not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual acceleration beyond what is stated in the change order for work. No claims shall be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to a multiplicity of changes and/or clarifications. The Contractor may not change or modify the District's change order form in an attempt to reserve additional rights.
- 13) If the District disagrees with the proposal submitted by Contractor, it will notify the Contractor and the District will provide its opinion of the appropriate price and/or time extension. If the Contractor agrees with the District, a change order will be issued by the District. If no agreement can be reached, the District shall have the right to issue a unilateral change order setting forth its determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. Such determination shall become final and binding if the Contractor fails to submit a claim in writing to the District within fifteen (15) Days of the issuance of the unilateral change order, disputing the terms of the unilateral change order.
- 14) No dispute, disagreement or failure of the parties to reach agreement on the terms of the change order shall relieve the Contractor from the obligation to proceed with performance of the work, including extra work, promptly and expeditiously.
- 15) Any alterations, extensions of time, extra work or any other changes may be made without securing consent of the Contractor's surety or sureties.

~~ARTICLE 47:~~ARTICLE 39. **OCCUPANCY**

The District reserves the right to occupy or utilize any portion of The Work at any time before completion, and such occupancy or use shall not constitute Acceptance of any part of Work covered by this Contract. This use shall not relieve the Contractor of its responsibilities under the Contract.

~~ARTICLE 48:~~ARTICLE 40. **INDEMNIFICATION**

Contractor shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, agents, employees, and representatives free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, to the extent arising out of or incident to any negligent acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Work or this Contract, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorneys fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, with counsel of District's choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its officials, officers, agents, employees and representatives. To the extent of its liability, Contractor shall pay and satisfy any judgment, award or decree that may be rendered

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against District, its officials, officers, employees, agents, employees and representatives, in any such suit, action or other legal proceeding. Contractor shall reimburse District, its officials, officers, agents, employees and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code Section 2782.

ARTICLE 49. ~~RECORD ("AS BUILT") DRAWINGS~~

- ~~a. Contractor shall prepare and maintain a complete set of record drawings (herein referred to as "as-builts") and shall require each trade to prepare its own as-builts. The as-builts must show the entire site for each major trade, including but not limited to water, sewer, electrical, data, telephone, cable, fire alarm, gas and plumbing. Contractor shall mark the as-builts to show the actual installation where the installation varies from the Work as originally shown. Contractor shall mark whichever drawings are most capable of showing conditions fully and where shop drawings are used, Contractor must record a cross-reference at the corresponding location on the contract drawings. Contractor shall give particular attention to concealed elements that would be difficult to measure and record at a later date. Contractor shall use colors to distinguish variations in separate categories of The Work.~~
- ~~b. Contractor shall note related change order numbers where applicable. Contractor shall organize as-builts into manageable sets, bound with durable paper cover sheets and shall print suitable title, dates and other identification on the cover of each set. Contractor to also provide an electronic version of the as-builts. The suitability of the as-builts will be determined by the Engineer.~~

~~ARTICLE 50.~~ARTICLE 41. RESOLUTION OF CLAIMS

This section shall govern any claim by the Contractor for: (1) an extension of time, including relief from damages or penalties for delay; (2) payment by District of money or damages arising from work done by, or on behalf of, the Contractor, where the underlying contract does not expressly provide for payment or payment to which the Contractor is not otherwise entitled; or (3) the payment of an amount disputed by District.

Contractor may submit to District a claim for any of the three above-referenced matters. Contractor shall provide District with reasonable documentation necessary to support its claim. Contractor shall submit its claim by registered mail or certified mail, return receipt requested.

District, within forty-five (45) days of its receipt of the claim, unless such time is extended as referenced in this section, shall conduct a reasonable review of the claim and provide Contractor with a written statement identifying what portion of the claim District disputes and what portion District does not dispute.

The forty-five (45) day period referenced herein may be extended by mutual agreement of District and Contractor or, if the District's Board of Directors approval is necessary to provide the Contractor with such a written statement, and the Board does not meet within the 45-day period,

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District shall have three (3) days following the Board's next duly noticed public meeting to provide the Contractor with the written statement.

Payment on any undisputed portion of the claim shall occur within sixty (60) days of District issuing the written statement.

If District does not respond within the required time period, the claim shall be deemed rejected in its entirety.

If Contractor disputes District's written statement as to of any portion of the claim, or if District fails to respond within the specified time period, Contractor may demand in writing an informal conference to meet and confer for settlement of the dispute. Upon receipt of such demand by registered mail or certified mail, return receipt requested, District shall schedule a meet and confer conference within thirty (30) days, to settle the dispute. Within ten (10) business days of the conclusion of the meet and confer conference, District shall provide Contractor with a written statement identifying the portion and amount of the claim that remains in dispute, if any. If District does not respond within the required time period, the entire claim shall be deemed to remain in dispute. District shall pay any portion of the claim that is undisputed after the conference within sixty (60) days of District issuing the written statement.

Any portion of the claim that remains disputed, as identified by the Contractor in writing, shall be submitted to nonbinding mediation. The Parties shall mutually agree on a mediator within ten (10) business days of the Contractor identifying the disputed portion of the claim in writing. If the Parties cannot agree upon a mediator, each Party shall select a mediator, and those mediators shall then select a qualified neutral third party to mediate. Each Party shall bear the fees and costs charged by its respective mediator, and the parties shall share all other fees and costs associated with the mediation equally. The parties may mutually agree, in writing, to waive mediation. If mediation is unsuccessful, civil litigation may be commenced, subject to all applicable laws and provisions of this Contract, including any obligation to arbitrate disputes. Unless otherwise agreed to by the Parties in writing, this mediation shall excuse any further obligation to mediate under Public Contract Code Section 20104.4. As used herein, "mediation" means any nonbinding process in which an independent third party assists the Parties in dispute resolution through negotiation or issuance of an evaluation.

If a subcontractor lacks legal standing to assert a claim against District, the subcontractor may request that the Contractor present District with a claim on behalf of the subcontractor or a lower tier subcontractor. The subcontractor shall furnish reasonable documentation to support the claim. Within forty-five (45) days of receipt of the request, Contractor shall provide subcontractor with a written statement confirming that the Contractor presented the claim to District, or providing the reasons that the Contractor did not.

Upon receipt of a claim, the Parties may also mutually agree, in writing, to waive the provisions of this section and, instead, proceed directly to commencement of a civil action or binding arbitration.

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- a. Any payment not paid within the time period required by this Section shall bear interest at seven percent (7%) per annum.

~~ARTICLE 51.~~ARTICLE 42. **DISTRICT'S RIGHT TO TERMINATE CONTRACT**

- a. **Termination for Cause:** The District may, without prejudice to any other right or remedy, serve written notice upon Contractor of its intention to terminate this Contract if the Contractor: (i) refuses or fails to prosecute The Work or any part thereof with such diligence as will ensure its completion within the time required; (ii) fails to complete The Work within the required time; (iii) should file a bankruptcy petition or be adjudged a bankrupt; (iv) should make a general assignment for the benefit of its creditors; (v) should have a receiver appointed; (vi) should persistently or repeatedly refuse or fail to supply enough properly skilled workers or proper materials to complete the work; (vii) should fail to make prompt payment to subcontractors or for material or labor; (viii) persistently disregard laws, ordinances, other requirements or instructions of the District; or (ix) should violate any of the provisions of the Contract Documents.

The notice of intent to terminate shall contain the reasons for such intention to terminate. Unless within ten (10) Days after the service of such notice, such condition shall cease or satisfactory arrangements (acceptable to the District) for the required correction are made, this Contract shall be terminated. In such case, Contractor shall not be entitled to receive any further payment until the Project has been finished. The District may take over and

complete The Work by any method it may deem appropriate. Contractor and its surety shall be liable to the District for any excess costs or other damages incurred by the District to complete the Project. If the District takes over The Work, the District may, without liability for so doing, take possession of and utilize in completing The Work such materials, appliances, plant, and other property belonging to the Contractor as may be on the Project site.

- b. **Termination For Convenience:** The District may terminate performance of The Work in whole or, in part, if the District determines that a termination is in the District's interest.

The Contractor shall terminate all or any part of The Work upon delivery to the Contractor of a Notice of Termination specifying that the termination is for the convenience of the District, the extent of termination, and the effective date of such termination.

After receipt of Notice of Termination, and except as directed by the District, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:

- 1) Stop Work as specified in the Notice.

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- 2) Complete any Work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.
- 3) Leave the property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Documents is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety.
- 4) Terminate all subcontracts to the extent that they relate to the portions of The Work terminated.
- 5) Place no further subcontracts or orders, except as necessary to complete the remaining portion of The Work.
- 6) Submit to the District, within ten (10) Days from the effective date of the Notice of Termination, all of the documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the Effective Date of the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the District's exercise of its right to terminate this Contract pursuant to this clause, which costs the Contractor is authorized under the Contract Documents to incur, shall: (i) be submitted to and received by the District no later than thirty (30) Days after the Effective Date of the Notice of Termination; (ii) describe the costs incurred with particularity; and (iii) be conspicuously identified as "Termination Costs Occasioned by the District's Termination for Convenience."
- 7) These provisions are in addition to and not in limitation of any other rights or remedies available to the District.

- c. Notwithstanding any other provision of this Article, when immediate action is necessary to protect life and safety or to reduce significant exposure or liability, the District may immediately order Contractor to cease Work on the Project until such safety or liability issues are addressed to the satisfaction of the District or the Contract is terminated.

ARTICLE 52:ARTICLE 43. WARRANTY AND GUARANTEE

- a. Contractor warrants that all materials and equipment furnished under this Contract shall be new unless otherwise specified in the Contract Documents; and that all Work conforms to the Contract Document requirements and is free of any defect whether performed by the Contractor or any subcontractor or supplier.
- b. Unless otherwise stated, all warranty periods shall begin upon the filing of the Notice of Completion. Unless otherwise stated, the warranty period shall be for one year.

Commented [BV12]: Keith-"Revise Article 52 to align with Contractor's proposal. The warranty should apply only to defective materials and workmanship provided by Contractor and should not guarantee well performance, production, water quality, or conditions outside Contractor's control."

Commented [BV13R12]: There are no specific references to long term performance, just defects in the actual work being performed or materials. Feel free to propose a language edit

Commented [JH14R12]: Ben – I agree with your analysis. The warranty is clear that applies to defects in the work performed and materials and equipment (if any) supplied. It is not by its plain language a guarantee of the well performance or other factors cited.

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- c. The Contractor shall remedy at its expense any damage to District-owned or controlled real or personal property.
- d. Contractor shall furnish the District with all warranty and guarantee documents prior to final Acceptance of the Project by the District.
- e. The District shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. The Contractor shall within ten (10) Days after being notified commence and perform with due diligence all necessary Work. If the Contractor fails to promptly remedy any defect, or damage; the ~~county-District~~ shall have the right to replace, repair, or otherwise remedy the defect, or damage at the Contractor's expense.
- f. In the event of any emergency constituting an immediate hazard to health, safety, property, or licensees, when caused by Work of the Contractor not in accordance with the Contract requirements, the District may undertake at Contractor's expense, and without prior notice, all Work necessary to correct such condition.
- g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for Work performed and Materials furnished under this Contract, the Contractor shall:
 - 1) Obtain for District all warranties that would be given in normal commercial practice;
 - 2) Require all warranties to be executed, in writing, for the benefit of the District; and
 - 3) Enforce all warranties for the benefit of the District, unless otherwise directed in writing by the District.

This Article shall not limit the District's rights under this Contract or with respect to latent defects, gross mistakes, or fraud. The District specifically reserves all rights related to defective work, including but not limited to the defect claims pursuant to California Code of Civil Procedure Section 337.15.

~~ARTICLE 53.~~ ARTICLE 44. **DOCUMENT RETENTION & EXAMINATION**

- a. In accordance with Government Code Section 8546.7, records of both the District and the Contractor shall be subject to examination and audit by the State Auditor General for a period of three (3) years after final payment.
- b. Contractor shall make available to the District any of the Contractor's other documents related to the Project immediately upon request of the District.
- c. In addition to the State Auditor rights above, the District shall have the right to examine and audit all books, estimates, records, contracts, documents, bid documents, subcontracts, and other data of the Contractor (including computations and projections) related to negotiating,

GENERAL CONDITIONS

pricing, or performing the modification in order to evaluate the accuracy and completeness of the cost or pricing data at no additional cost to the District, for a period of four (4) years after final payment.

~~ARTICLE 54. SOILS INVESTIGATIONS~~

~~When a soils investigation report for the Project site is available, any information obtained from such report as to subsurface soil condition, or to elevations of existing grades or elevations of underlying rock, is approximate only and is not guaranteed. Contractor acknowledges that any soils investigation report (including any borings) was prepared for purposes of design only and Contractor is required to examine the site before submitting its bid and must make whatever tests it deems appropriate to determine the underground condition of the soil.~~

~~ARTICLE 55.~~ARTICLE 45. SEPARATE CONTRACTS

- a. The District reserves the right to let other contracts in connection with this Work or on the Project site. Contractor shall permit other contractors reasonable access and storage of their materials and execution of their work and shall properly connect and coordinate its Work with theirs.
- b. To ensure proper execution of its subsequent Work, Contractor shall immediately inspect work already in place and shall at once report to the Engineer any problems with the work in place or discrepancies with the Contract Documents.
- c. Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by the District in prosecution of the Project

to the end that Contractor may perform this Contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at site of the Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project. If simultaneous execution of any contract for the Project is likely to cause interference with performance of some other contract or contracts, the Engineer shall decide which Contractor shall cease Work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously. The District shall not be responsible for any damages suffered or for extra costs incurred by Contractor resulting directly or indirectly from award, performance, or attempted performance of any other contract or contracts on the Project site.

~~ARTICLE 56.~~ARTICLE 46. NOTICE AND SERVICE THEREOF

All notices shall be in writing and either served by personal delivery or mailed to the other party as designated in the Bid Forms. Written notice to the Contractor shall be addressed to Contractor's principal place of business unless Contractor designates another address in writing for service of notice. Notice to District shall be addressed to the District as designated in the Notice Inviting Bids

GENERAL CONDITIONS

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unless District designates another address in writing for service of notice. Notice shall be effective upon receipt or five (5) Days after being sent by first class mail, whichever is earlier. Notice given by facsimile shall not be effective unless acknowledged in writing by the receiving party.

ARTICLE 57.ARTICLE 47. NOTICE OF THIRD PARTY CLAIMS

Pursuant to Public Contract Code Section 9201, the District shall provide Contractor with timely notification of the receipt of any third-party claim relating to the Contract.

ARTICLE 58.ARTICLE 48. STATE LICENSE BOARD NOTICE.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

ARTICLE 59.ARTICLE 49. INTEGRATION

- a. Oral Modifications Ineffective. No oral order, objection, direction, claim or notice by any party or person shall affect or modify any of the terms or obligations contained in the Contract Documents.
- b. Contract Documents Represent Entire Contract. The Contract Documents represent the entire agreement of the District and Contractor.\
- c. The failure of either Party to insist upon strict performance of any of the terms, conditions or covenants in this Agreement shall not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions or covenants herein contained, unless such waiver is in writing.

**ARTICLE 60.ARTICLE 50. CHANGE IN NAME AND NATURE OF
CONTRACTOR'S LEGAL
ENTITY**

Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the District in order that proper steps may be taken to have the change reflected on the Contract.

ARTICLE 61.ARTICLE 51. ASSIGNMENT OF ANTITRUST ACTIONS

Pursuant to Section 7103.5 of the Public Contract Code, in entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or subcontractor offers and agrees to assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the

GENERAL CONDITIONS

Cartwright Act (chapter 2 (commencing with Section 16700) of part 2 of division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this Contract or any subcontract. This assignment shall be made and become effective at the time the District makes final payment to the Contractor, without further acknowledgment by the parties.

~~ARTICLE 62.~~ARTICLE 52. **PROHIBITED INTERESTS**

No District official or representative who is authorized in such capacity and on behalf of the District to negotiate, supervise, make, accept, or approve, or to take part in negotiating, supervising, making, accepting or approving any engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the project, shall be or become directly or indirectly interested financially in the Contract.

~~ARTICLE 63.~~ARTICLE 53. **LAWS AND REGULATIONS**

- a. Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules and regulations bearing on conduct of work as indicated and specified by their terms. References to specific laws, rules or regulations in this Contract are for reference purposes only, and shall not limit or affect the applicability of provisions not specifically mentioned. If Contractor observes that drawings and specifications are at variance therewith, he shall promptly notify the Engineer in writing and any necessary changes shall be adjusted as provided for in this Contract for changes in work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Engineer, he shall bear all costs arising therefrom.
- b. Contractor shall be responsible for familiarity with the Americans with Disabilities Act ("ADA") (42 U.S.C. § 12101 et seq.). The Work will be performed in compliance with ADA laws, rules and regulations. Contractor shall comply with the Historic Building Code, including, but not limited to, as it relates to the ADA, whenever applicable.
- c. Contractor acknowledges and understands that, pursuant to Public Contract Code Section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code Section 2717(b) in order to supply mined material for this Contract.

~~ARTICLE 64.~~ARTICLE 54. **PATENT FEES OR ROYALTIES.**

The Contractor shall include in its bid amount the patent fees or royalties on any patented article or process furnished or used in the Work. Contractor shall assume all liability and responsibility arising from the use of any patented, or allegedly patented, materials, equipment, devices or processes used in or incorporated with The Work, and shall defend, indemnify and hold harmless the District, its officials, officers, agents, employees and representatives from and against any and all liabilities, demands, claims, damages, losses, costs and expenses, of whatsoever kind or nature, arising from such use.

GENERAL CONDITIONS

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~~ARTICLE 65.~~ARTICLE 55. **OWNERSHIP OF DRAWING**

All Contract Documents furnished by the District are District property. They are not to be used by Contractor or any subcontractor on other work nor shall Contractor claim any right to such documents. With exception of one complete set of Contract Documents, all documents shall be returned to the District on request at completion of The Work.

~~ARTICLE 66.~~ARTICLE 56. **NOTICE OF TAXABLE POSSESSORY INTEREST**

In accordance with Revenue and Taxation Code Section 107.6, the Contract Documents may create a possessory interest subject to personal property taxation for which Contractor will be responsible.

GENERAL CONDITIONS

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ARTICLE 67. ~~VALUE ENGINEERING CHANGE PROPOSALS (VECP)~~

~~Value Engineering—Modifications to the project which are proposed by the Contractor and which provide the product or services equal to that called for in the project specifications, but at lower cost than the cost of those products or services designated in the specifications.~~

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~~a. Applicability—The provisions of this section shall apply only to Value Engineering Change Proposals (VECPs) resulting in net cost savings of Twenty Thousand dollars (\$20,000) or greater.~~

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~~b. Future Changes—The Contractor is entitled to share in the net cost savings of the VECP to the full extent provided for in this section and in the change order implementing the VECP. However, the net cost savings shall not continue to subsequent contract change orders nor other modifications of the contract which may change the service provided or increase the quantity of any item related to the VECP.~~

~~c. VECP Submittal—The Contractor must submit all VECPs to the Engineer after receipt of the Notice To Proceed and prior to surpassing forty percent (40%) of the contract time allowed in Section 01010-3.0, Time Allowed For Completion. The number of copies of the VECP submitted shall be in accordance with that designated for submittals in Section 01300, SUBMITTALS.~~

~~The Contractor shall include the following information for each VECP, in a form acceptable to the Engineer:~~

- ~~1) Description of the differences between the existing design and the proposed design.~~
- ~~2) Description of the advantages and disadvantages of the existing design and the proposed design.~~
- ~~3) If the function of an item is altered, the justification for altering that function.~~
- ~~4) The effect of the proposed modifications on the performance of the system or facility.~~
- ~~5) Any test data regarding the proposed modification.~~
- ~~6) A listing and analysis of all design criteria and specifications that must be changed if the VECP is accepted.~~
- ~~7) A separate detailed estimate of the impact on the project costs, together with a copy of the Contractor's approved schedule of values or costs.~~

SPECIAL CONDITIONS

~~8) A description and estimate of costs the District may incur to implement the VECP, including, but not limited to, design changes, inspection, testing, and evaluation costs.~~

~~9) A prediction of any effects the VECP may have on life-cycle costs.~~

~~10) The effect of the VECP on design and construction schedules.~~

~~11) All preliminary engineering data necessary to support approval of the VECP.~~

~~d. Acceptance of VECP by District—The District shall have sole discretion to determine whether or not to accept a VECP. The District's decision shall be final.~~

~~A VECP will be rejected if it causes an increase to the contract amount.~~

~~Within thirty (30) days after receipt of a VECP by the Engineer, the Contractor shall be notified in writing that the VECP is acceptable, rejected, or additional time is required for the Engineer's response.~~

~~If determined acceptable, the Engineer will initiate a contract change order to implement the VECP. A VECP which is acceptable shall be incorporated into the project only through a contract change order.~~

~~e. Contractor's Right to Withdraw VECP—The Contractor has the right to withdraw part or all of any VECP at any time prior to written acceptance by the District. Such withdrawal shall be made in writing. Each VECP submitted by the Contractor shall remain valid for a period of thirty (30) days from the date received, unless extended by the Engineer. If the Contractor desires to withdraw the VECP prior to its acceptance or rejection, the Contractor shall be liable for the costs incurred by the District in reviewing the VECP.~~

~~f. Change Order Content For Accepted VECP—The contract change order for an accepted VECP shall offer to the Contractor fifty percent (50%) of the net cost savings, as determined by the Engineer. The change order shall detail the cost savings of each contract item that is part of the final accepted VECP. The net cost savings shall be accomplished through progress payments for the various items of work listed in the contract change order.~~

~~g. Identical VECP—A VECP identical to a VECP submitted under any other contract, by the Contractor, or any other contractor, may also be submitted under this contract, provided that the VECP originated with such contractor and not with the District, Design Consultant, or Engineer.~~

~~h. Restrictions—The Contractor may restrict the District's right to use any VECP data by marking it with the following statement:~~

SPECIAL CONDITIONS

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~~“This data, furnished pursuant to the Value Engineering Change Proposal section of this contract, shall not be duplicated, used or disclosed, in whole or in part, for any purpose except to evaluate the VECP, unless the VECP is accepted by the District. This restriction does not limit the City’s right to use information contained in this data if it is or has been obtained, or is otherwise available from the Contractor or from other sources, without limitations. When this VECP is accepted by the District, the District shall have the right to duplicate, use and disclose any data in any manner and for any purpose whatsoever, and have others do so whether under this or any other contract.”~~

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TECHNICAL SPECIFICATIONS

THE FOLLOWING IMPROVEMENT PLANS AND SPECIFICATIONS ARE
INCORPORATED HEREIN BY REFERENCE AS IF SET FORTH IN THEIR ENTIRETY:

TECHNICAL SPECIFICATIONS

Well 14D Rehabilitation Project

TECHNICAL SPECIFICATIONS

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Elk Grove Water District
Well 14D Rehabilitation Project
July 2026

August 18, 2026

TO: Chair and Directors of the Florin Resource Conservation District
FROM: Travis Franklin, Program Manager
SUBJECT: **LEGISLATIVE AND REGULATORY UPDATE**

RECOMMENDATION

Receive information on legislative and regulatory matters and provide direction to staff or approve positions as appropriate.

SUMMARY

There are several bills that have been introduced in the 2026 legislative session that could potentially impact the Florin Resource Conservation District/Elk Grove Water District (District) if passed. These bills are highlighted below.

DISCUSSION

Background

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

Present Situation

The following bills have been introduced in the 2026 legislative session that could potentially impact the District if passed in their current form.

AB 2026 (Aguiar- Curry D) Water diversion: groundwater recharge: permit.

This is a groundwater recharge bill that would focus on increasing the state's ability to store and recharge groundwater supplies. Regional Water Authority (RWA) is a co-sponsor of the bill that would increase the value of recharge permits through measures that will either reduce the cost of obtaining a permit or increase the ability to divert water for recharge under the permit. The Association of California Water Agencies (ACWA) has a support and amend position. This bill has advanced to the Senate.

LEGISLATIVE AND REGULATORY UPDATE

Page 2

AB 2180 (Ward D) Local government: Proposition 218 Omnibus Implementation Act: proportional cost of service

If passed this bill would clarify how local governments can demonstrate that water and sewer rates comply with Proposition 218's requirement that fees reflect the proportional cost of service. The bill allows agencies to use reasonable cost-allocation methods and customer classes or tiers rather than calculating an exact cost for each individual parcel when setting water or sewer rates. This bill has advanced to the Senate. The California Special Districts Association (CSDA) and RWA have a support position on this bill. The Board joined the ACWA lead coalition in support of this bill.

AB 2739 (Soria D) Water: affordability and system stabilization.

The focus of the bill is water system affordability and financial stability. The bill is intended to explore or establish mechanisms such as funding support, rate assistance structures, or consolidation incentives to help struggling systems remain viable while keeping customer costs manageable. ACWA and RWA have taken support positions. This bill has advanced to the Senate.

SB 997 (Caballero D) North Fork Kings Groundwater Sustainability Agency: lien authority.

This bill authorizes the North Fork Kings Groundwater Sustainability Agency (GSA) to impose civil penalties for unauthorized groundwater extraction that exceeds permitted amounts under its rules. It also authorizes the agency to place a lien on real property to collect unpaid groundwater fees or penalties, giving the lien the same force as a judgment lien for up to 10 years. This represents an expansion of authority for a specific GSA and could establish a significant precedent for other GSAs. This bill was signed by the Governor on July 13th.

SB 1085 (Durazo D) Water supply planning: California Environmental Quality Act determination.

Senate Bill 1085 would require cities and counties approving certain development projects to identify the public water systems that could supply the project, even if the project is not subject to CEQA review. The goal is to ensure that water supply planning and water supply assessments are considered earlier in the project approval process. CSDA and RWA have a support position on this bill. This bill has advanced to the Assembly.

LEGISLATIVE AND REGULATORY UPDATE

Page 3

SB 1125 (Menjivar D) Water Rate Assistance Program.

This bill would create a statewide Water Rate Assistance Program administered by the State Water Resources Control Board, providing direct financial assistance to low-income households for water bills. The bill includes development of eligibility criteria, funding mechanisms, and program oversight/reporting, aiming to create a consistent, long-term affordability program across California water systems. This bill was amended and now both RWA and ACWA support the bill. This bill has advanced to the Assembly.

SB 1330 (Arreguín D) Assault and battery: utility workers

This bill would increase criminal penalties for assault or battery committed against specified utility workers while performing their duties. The bill is intended to provide greater protection for utility employees who may encounter confrontational or unsafe situations while performing field work, including service calls, meter work, shutoffs, inspections, and other customer-facing activities. ACWA has a favor position on this bill and RWA has been following the bill.

Staff will continue to monitor these bills along with any other which may affect District operations.

ENVIRONMENTAL CONSIDERATIONS

There are no direct environmental considerations associated with this report.

STRATEGIC PLAN CONFORMITY

Monitoring, advocating and developing legislation complies with the District's Water Industry Leadership goals of the 2025-2030 Strategic Plan.

FINANCIAL SUMMARY

There is no direct financial impact associated with this report.

Respectfully submitted,



TRAVIS FRANKLIN
PROGRAM MANAGER

August 18, 2026

TO: Chair and Directors of the Florin Resource Conservation District
FROM: Bruce Kamilos, General Manager
SUBJECT: **GENERAL MANAGER'S REPORT**

RECOMMENDATION

Receive and discuss the General Manager's report and provide direction to staff, as appropriate.

SUMMARY

The General Manager's Report is a standing item on the regular board meeting agenda. The report is intended to inform the Florin Resource Conservation District (District) Board of Directors (Board) of notable, miscellaneous items the General Manager would like to share with the Board. The report also provides an opportunity for the Board to discuss the items, and provide direction to staff.

DISCUSSION

Background

Each month, the General Manager provides a report to the Board of any notable, miscellaneous items.

Present Situation

- **Enterprise Resource Planning (ERP) Implementation Update** – The following Springbrook modules have been implemented – Finance, Payroll, Purchase Orders, Utility Billing, Accounts Receivable, and Fixed Assets. The remaining modules to be implemented are:
 - Human Resources/Employee Self-Service/Timesheets (in progress)
 - Open Enrollment (to be scheduled)
 - Tableau Report Training (in progress)
 - i. Training videos available through October 23, 2026
 - ii. Richard Ko provided a demonstration for the administration staff on August 11, 2026
- **District Reorganization** – LAFCo initiated the AB 8 process on May 13, 2026. LAFCo also advised that the legal description for the Elk Grove Water District (EGWD)

GENERAL MANAGER'S REPORT

Page 2

boundary must conform to Board of Equalization (BOE) description requirements. EGWD contracted with R.E.Y. Engineers to revise the legal description for this purpose and submitted it to LAFCo on July 14, 2026. On August 7, LAFCo provided additional comments on the revised legal description and R.E.Y. is currently addressing those comments.

- Public Notification System – The District has launched a new Public Notification System (PNS) that provides Customer Service staff with the ability to send targeted email and text notifications directly to customers. The system will improve the District's ability to quickly communicate important information, including service-related notices and other customer-specific communications. On August 11, 2026, the District's System Administrator, Thomas Dainat, trained the administrative staff on use of the PNS. Mr. Dainat developed the system in-house, and there are no additional costs associated with its implementation.

ENVIRONMENTAL CONSIDERATIONS

There are no direct environmental considerations associated with this report.

STRATEGIC PLAN CONFORMITY

This item conforms to the FRCD/EGWD 2025-2030 Strategic Plan. Due to the varied subject matters presented in the General Manager's Report, the report over time will likely touch on every strategic goal contained in the plan.

FINANCIAL SUMMARY

There is no financial impact associated with this report.

Respectfully submitted,



BRUCE KAMILOS
GENERAL MANAGER

August 18, 2026

TO: Chair and Directors of the Florin Resource Conservation District

FROM: Bruce Kamilos, General Manager

SUBJECT: **ELK GROVE WATER DISTRICT OPERATIONS REPORT – JULY 2026**

RECOMMENDATION

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

SUMMARY

The Elk Grove Water District (EGWD) Operations Report is a standing item on the regular board meeting agenda.

All regulatory requirements were met for the month of July. Other notable events are described below.

DISCUSSION

Background

Every month, staff present an update on the activities related to the operations of the EGWD. Included for the Florin Resource Conservation District Board of Director's review is the EGWD's July 2026 Operations Report.

Present Situation

The EGWD July 2026 Operations Report highlights are as follows:

- **Authorized Unforeseen Capital Projects Purchase** - In collaboration with our Treatment Supervisor, Associate Civil Engineer, and Finance Manager, I authorized the use of \$17,274 of unforeseen capital funds to purchase a replacement 3-ton industrial A/C unit for Well 11D. Well 11D is equipped with a variable frequency drive that requires reliable cooling to prevent overheating. The existing A/C unit has been down for repairs, and efforts to diagnose the problem have been a challenge resulting in questionable A/C reliability. Well 11D is a critical component of the District's water supply system to meet customer demand, especially when demand is high.

ELK GROVE WATER DISTRICT OPERATIONS REPORT – JULY 2026

Page 2

- **Operations Activities Summary** – 376 door hangers were placed for past due balances, which resulted in 63 shutoffs. We received three (3) water pressure complaints and zero water quality complaints.
- **Production** – The Combined Total Service Area 1 production graph on page 13 shows that production during the month of July decreased by 1.41 percent compared to what was produced in 2025. The Total Demand/Production for both service areas on page 14 shows that customer use during the month of July compared to 2025 decreased by 1.61 percent.
- **Static and Pumping Level Graphs** – The third quarter soundings are shown and indicate that the static water levels of the deep wells and shallow wells are at or slightly above the static water levels measured in the third quarter of 2025.
- **Treatment (Compliance Reporting)** – All samples taken during the month comply with all regulatory permit requirements. No exceedances of any maximum contaminant levels were found, and all water supplied to EGWD's customers met or exceeded safe drinking water standards.
- **Safety Meetings/Training** – Two (2) safety training sessions were conducted for the month.
- **Service and Main Leaks Map** – There were four (4) service line leaks and zero main line leaks during July.
- **System Pressures** – Pressures in Service Area 1 and Service Area 2 were stable during the month of July.

ENVIRONMENTAL CONSIDERATIONS

There are no direct environmental considerations associated with this report.

STRATEGIC PLAN CONFORMITY

This item conforms to the FRCD/EGWD 2025-2030 Strategic Plan. The EGWD Operations Report provides an ongoing and transparent review of EGWD's operations, and therefore conforms with Strategic Goal No. 1, Governance.

August 18, 2026

ELK GROVE WATER DISTRICT OPERATIONS REPORT – JULY 2026

Page 3

FINANCIAL SUMMARY

There is no financial impact associated with this report.

Respectfully submitted,



BRUCE KAMILOS
GENERAL MANAGER

BMK/ac

Attachment

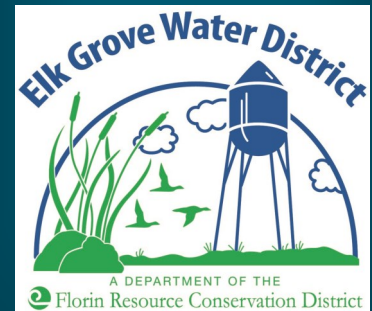
EGWD

OPERATIONS REPORT

July 2026



Elk
Grove
Water
District



Elk Grove Water District
Operations Report
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Operations Activities Summary

Service Requests:

	July -26		YTD (Since Jan. 1, 2025)	
<u>Department</u>	<u>Service Request</u>	<u>Hours</u>	<u>Service Request</u>	<u>Hours</u>
Distribution				
Door Hangers	376	24	3,914	169.5
Shut offs	63	7	416	49.5
Turn ons	60	12.5	393	58.5
Investigations	33	8.25	252	63
USA Locates	293	73.25	2,073	518.25
Customer Complaints				
-Pressure	3	1.5	9	4.5
-Water Quality	0	0	3	1.5

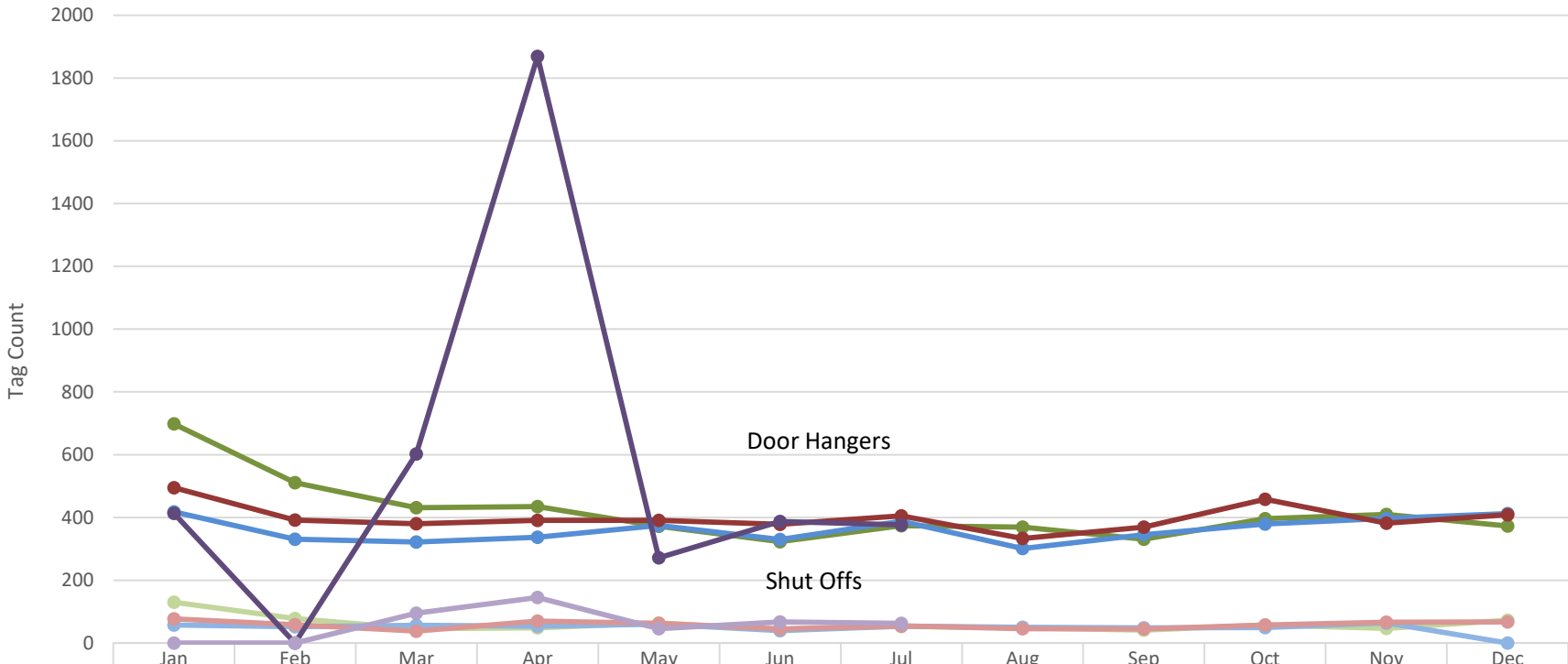
Work Orders:

	July -26		YTD (Since Jan. 1, 2025)	
<u>Department</u>	<u>Work Orders</u>	<u>Hours</u>	<u>Work Orders</u>	<u>Hours</u>
Distribution:				
Meters Installed	6	3	59	29.25
Meter Change Out	74	37.25	365	220.35
Preventative Maint.				
-Hydrant Maintenance (144)	144	36	864	252
-Valve Exercising (80)	80	20	328	102
Corrective Maint.				
-Leaks	4	64.5	14	182
-Other	1	13.5	13	121.5
Valve Locates	0	0	0	0



Elk Grove Water District

Door Hangers and Shut Off Tags



	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2023 Door Hangers	698	511	431	435	372	323	374	369	331	396	410	373
2023 Shut Offs	130	78	46	48	64	44	53	48	41	57	47	73
2024 Door Hangers	418	331	322	337	375	330	388	301	345	379	397	412
2024 Shut Offs	57	52	56	54	60	39	54	50	48	49	64	0
2025 Door Hangers	495	392	380	391	391	378	405	333	369	458	382	409
2025 Shut Offs	77	58	38	70	63	45	55	46	45	57	66	67
2026 Door Hangers	413	0	602	1869	272	387	376					
2026 Shut Offs	0	0	95	145	46	67	63					



Elk Grove Water District

Monthly Production

Well 1D School -- July 2026

Selected Month Production

25,910,487 Gallons

Average GPM: 1,647
Pump depth: 275 ft
Well depth: 1025 ft

Motor:

Volts: 468
Volts (Rated): 460
RPM: 1790
RPM (Rated): 2115
Amps A: 180
Amps A (Rated): 222
Amps B: 176
Amps B (Rated): 222
Amps C: 170
Amps C (Rated): 222

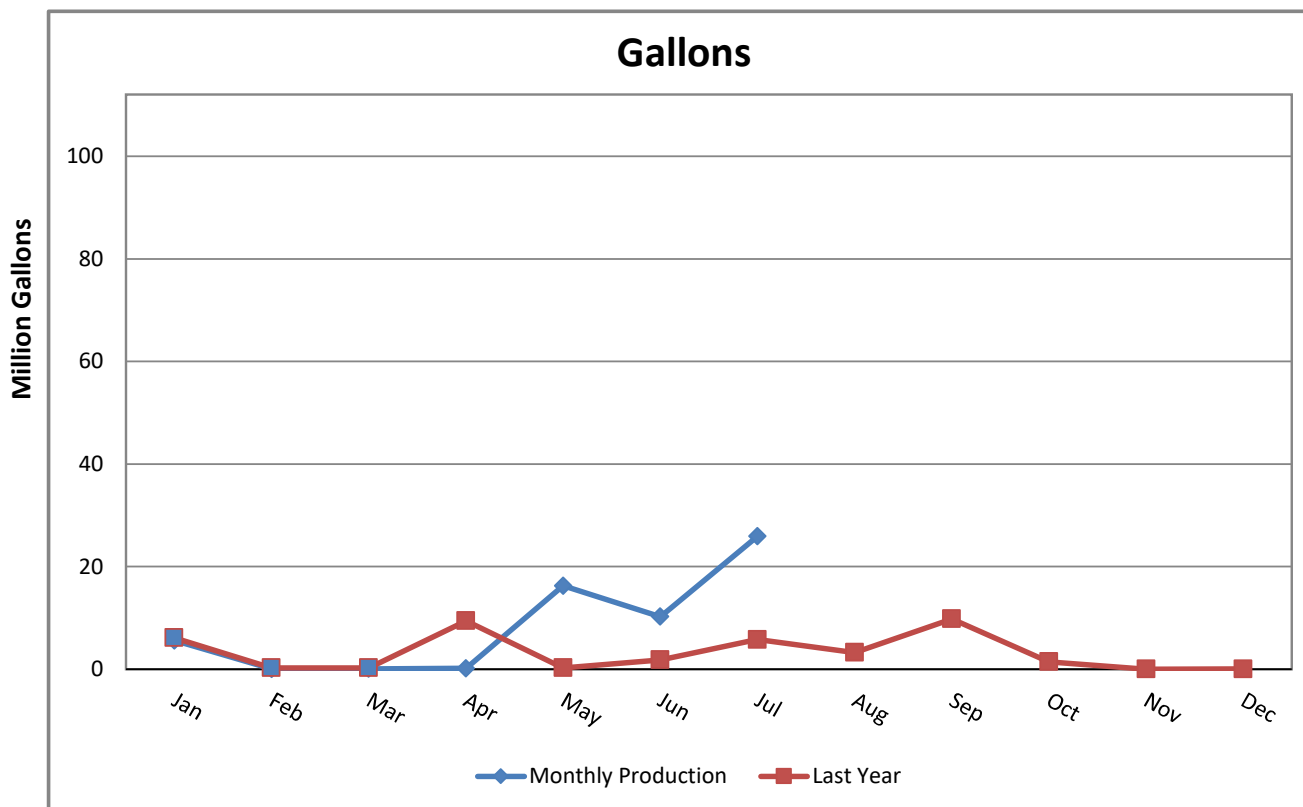
Motor Temp: 115.6 F
Hour Meter: 262.2

Chlorine:

Dosing: 1.58 mg/L
Demand: 0.52 mg/L
Residual: 1.06 mg/L

Vibration Reading:

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





Elk Grove Water District

Monthly Production

Well 4D Webb -- July 2026

Selected Month Production

52,726,995 Gallons

Average GPM: 1695
Pump depth: 340 ft
Well depth: 1075 ft

Motor:

Volts: 475
Volts (Rated): 460
RPM: 1648
RPM (Rated): 1775
Amps A: 192
Amps A (Rated): 225
Amps B: 191
Amps B (Rated): 225
Amps C: 190
Amps C (Rated): 225

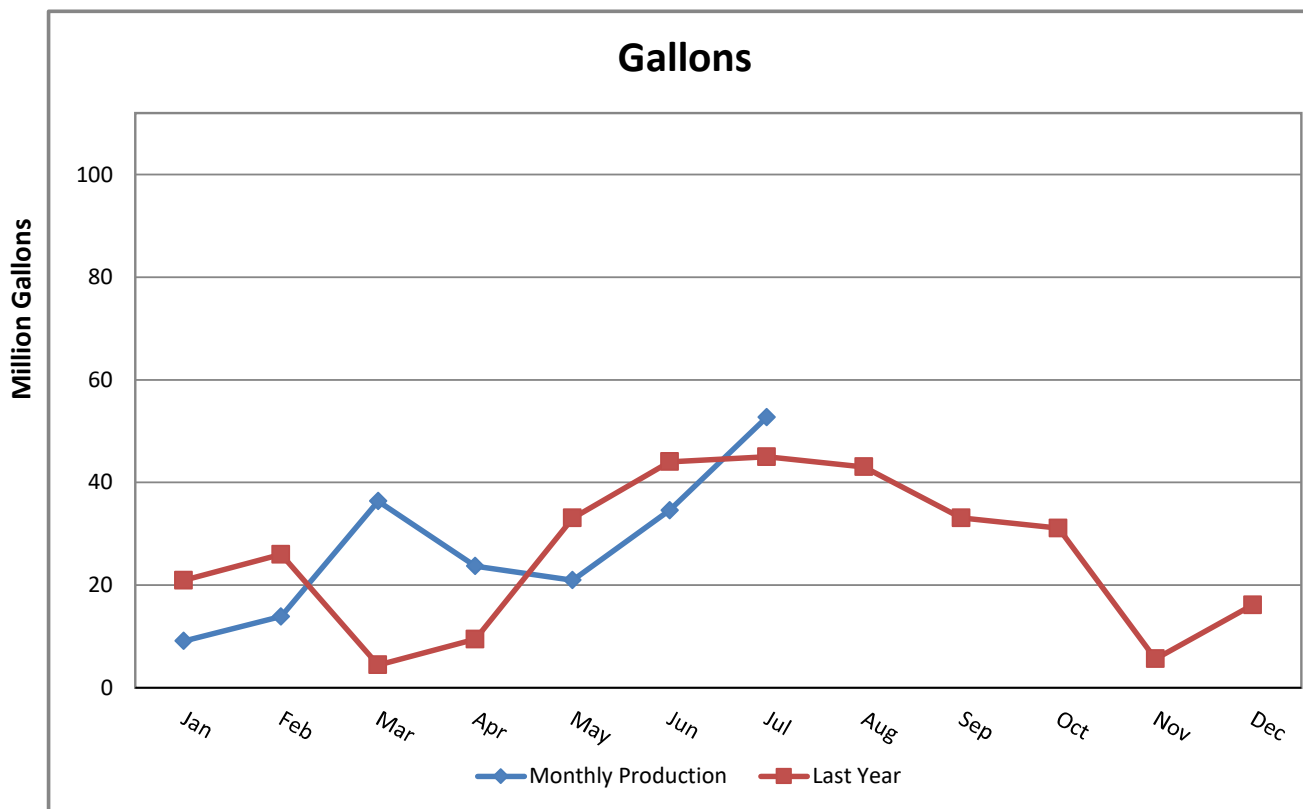
Motor Temp: 130.9 F
Hour Meter: 518.50

Chlorine:

Dosing: 1.6 mg/L
Demand: 0.65 mg/L
Residual: 0.95 mg/L

Vibration Reading:

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





Elk Grove Water District

Monthly Production

Well 11D Dino -- July 2026

Selected Month Production

501,022 Gallons

Average GPM: 1,637
Pump depth: 340 ft
Well depth: 1038 ft

Motor:

Volts: 472
Volts (Rated): 460
RPM: 1783
RPM (Rated): 1775
Amps A: 221
Amps A (Rated): 225
Amps B: 218
Amps B (Rated): 225
Amps C: 209
Amps C (Rated): 225

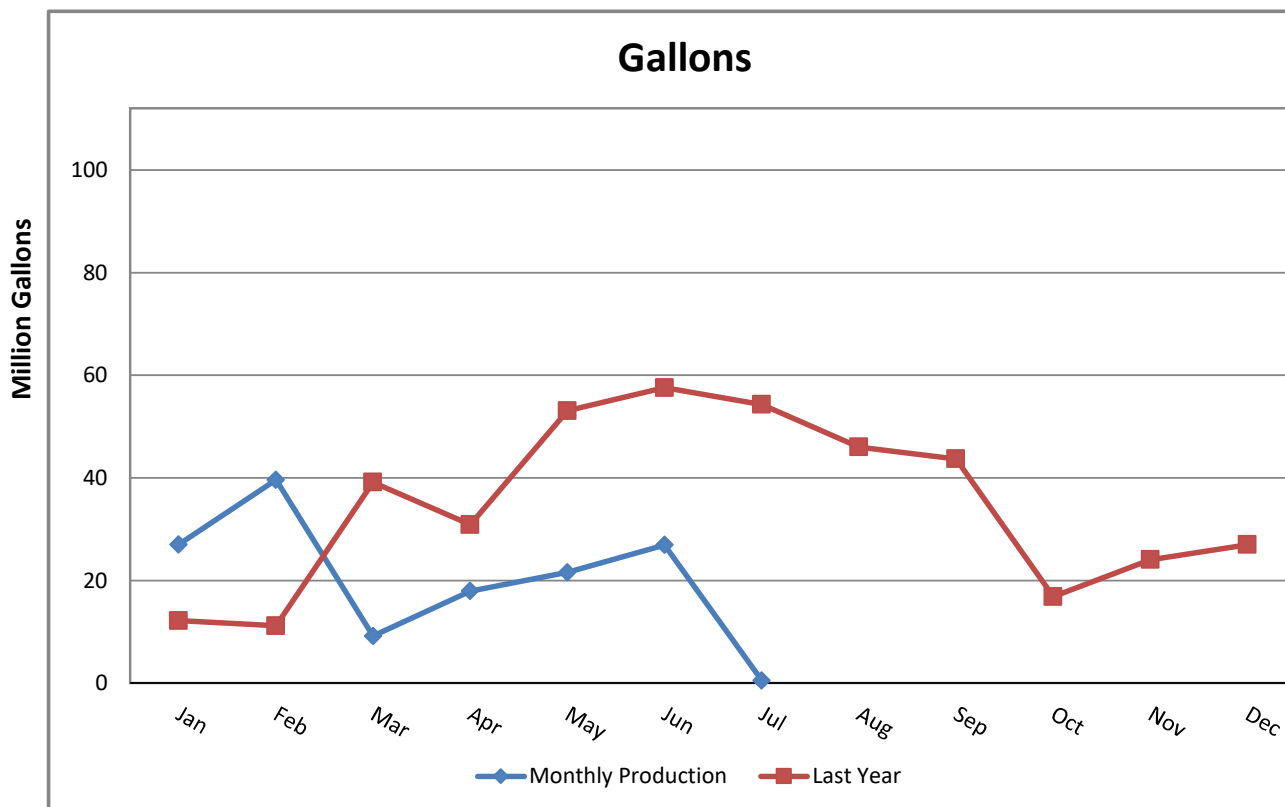
Motor Temp: 117.1 F
Hour Meter: 5.1

Chlorine:

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

Vibration Reading:

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





Elk Grove Water District

Monthly Production

Well 14D Railroad -- July 2026

Selected Month Production

33,935,203 Gallons

Average GPM: 1378
Pump depth: 340 ft
Well depth: 1051 ft

Motor:

Volts: 475
Volts (Rated): 460
RPM: 1784
RPM (Rated): 1785
Amps A: 165
Amps A (Rated): 171
Amps B: 162
Amps B (Rated): 171
Amps C: 159
Amps C (Rated): 171

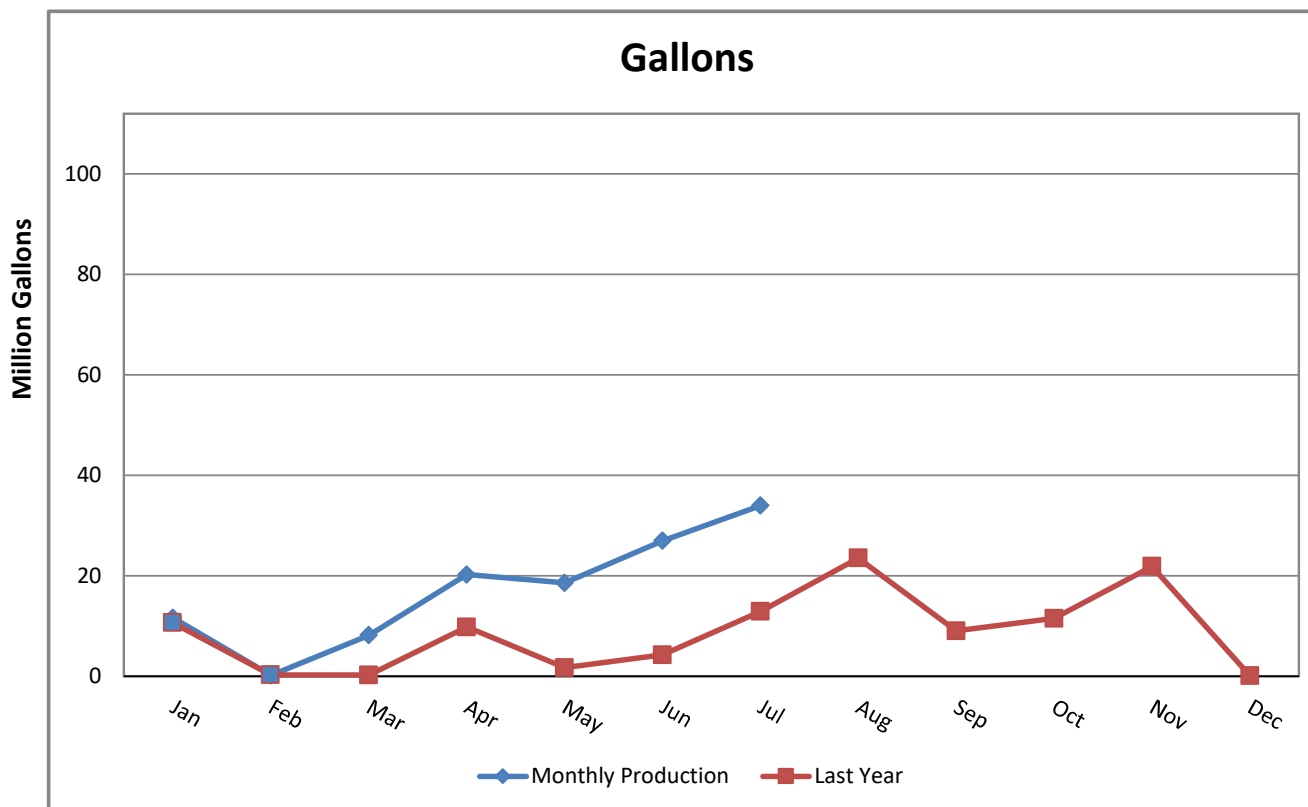
Motor Temp.: 149.7 F
Hour Meter: 410.4

Chlorine:

Dosing: 1.79 mg/L
Demand: 0.74 mg/L
Residual: 1.05 mg/L

Vibration Reading:

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





Elk Grove Water District

Monthly Production

Well 8 Williamson -- July 2026
(Submersible)

Selected Month Production

18,084,204 Gallons

Average GPM: 556
Pump depth: 150 ft
Well depth: 564 ft

Motor:

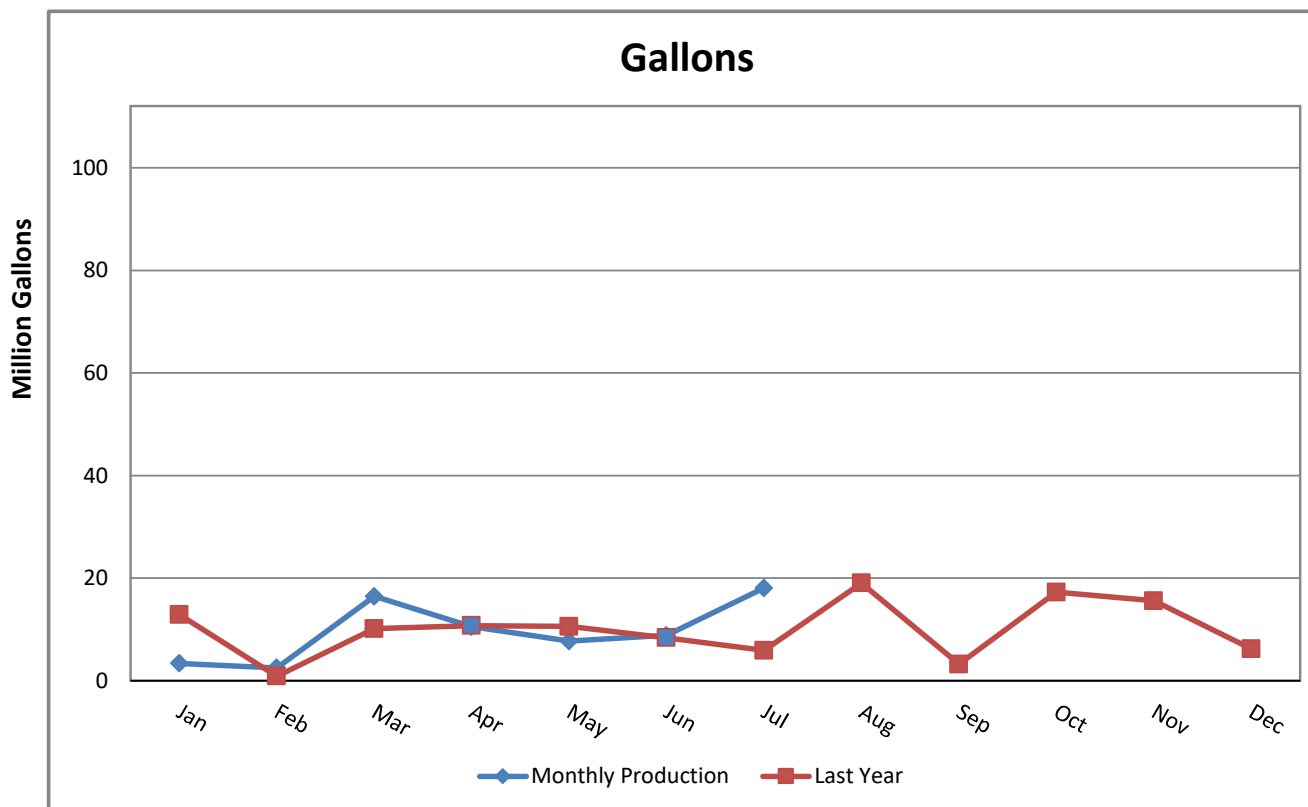
Volts: 464
Volts (Rated): 460

Amps A: 68
Amps A (Rated): 65
Amps B: 68
Amps B (Rated): 65
Amps C: 67
Amps C (Rated): 65

Hour Meter: 541.5

Chlorine:

Dosing: 1.22 mg/L
Demand: 0.16 mg/L
Residual: 1.06 mg/L





Elk Grove Water District

Monthly Production

Well 9 Polhemus -- July 2026
(Submersible)

Selected Month Production

5,814,527 Gallons

Average GPM: 499
Pump depth: 150 ft
Well depth: 556 ft

Motor:

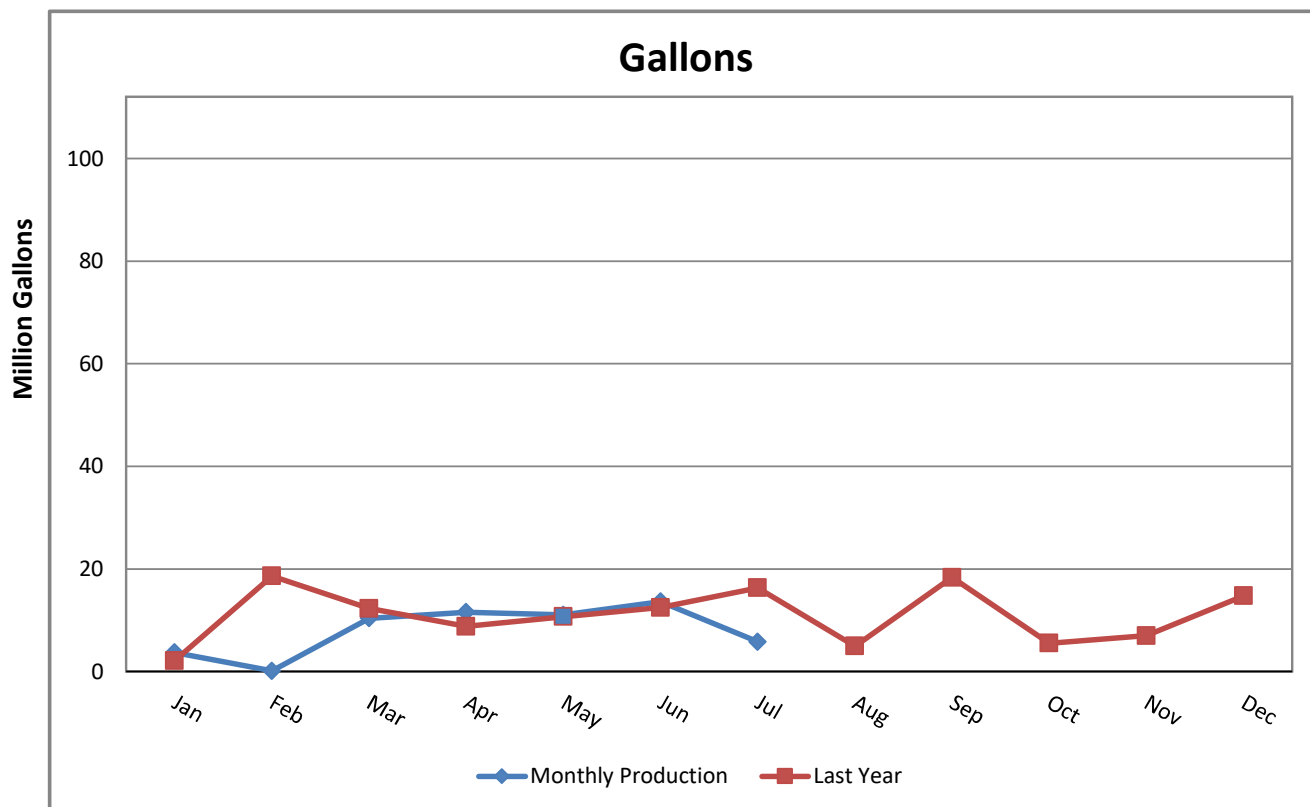
Volts: 477
Volts (Rated): 460

Amps A: 58
Amps A (Rated): 65
Amps B: 58
Amps B (Rated): 65
Amps C: 60
Amps C (Rated): 65

Hour Meter: 194.1

Chlorine:

Dosing: 1.21 mg/L
Demand: 0.2 mg/L
Residual: 1.01 mg/L





Elk Grove Water District

Monthly Production

Well 13 Hampton -- July 2026

Selected Month Production

42,698,312 Gallons

Average GPM: 960
Pump depth: 200 ft
Well depth: 500 ft

Motor:

Volts: 483
Volts (Rated): 460
RPM: 1782
RPM (Rated): 1785
Amps A: 104
Amps A (Rated): 141
Amps B: 105
Amps B (Rated): 141
Amps C: 107
Amps C (Rated): 141

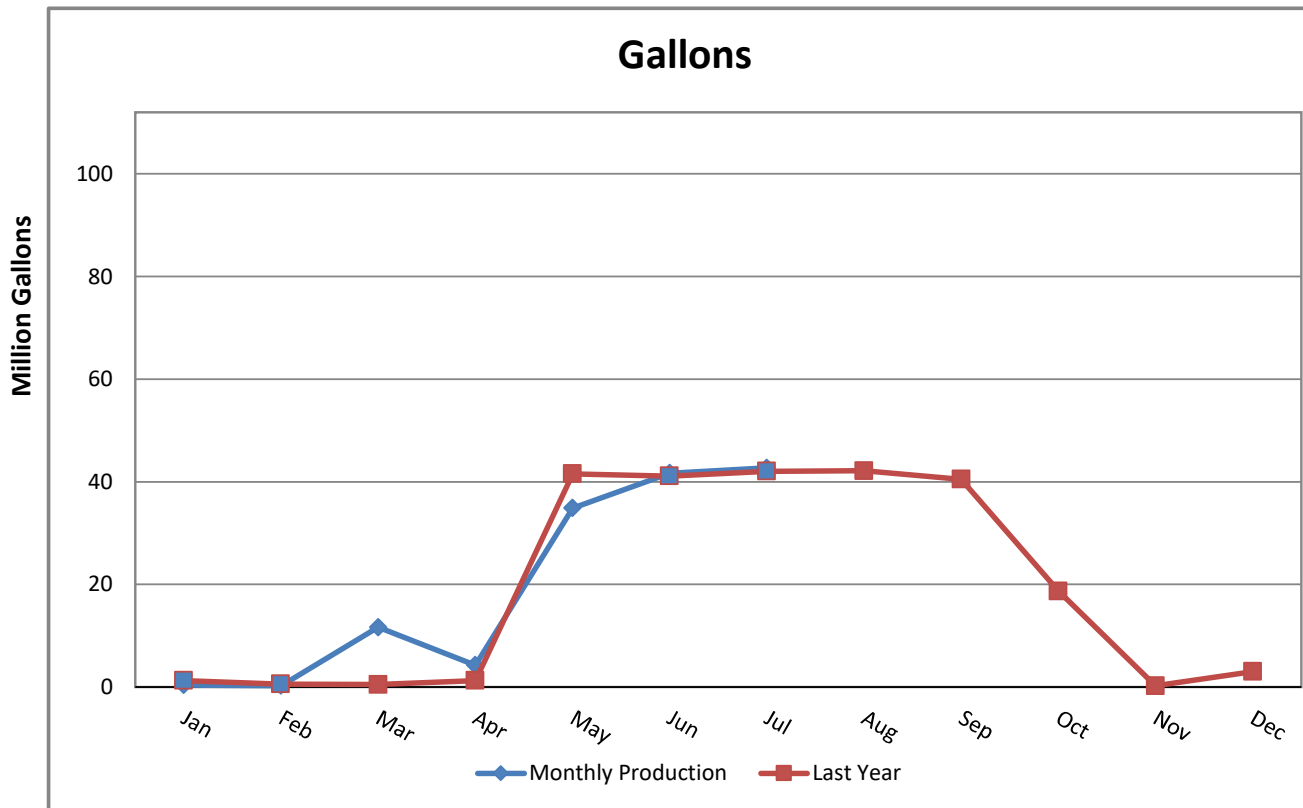
Motor Temp.: 144 F
Hour Meter: 740.9

Chlorine:

Dosing: 1.66 mg/L
Demand: 0.76 mg/L
Residual: 0.9 mg/L

Vibration Reading:

Base Line: 0.02 in/sec
Current: 0.04 in/sec





Elk Grove Water District

Combined Total Production

Service Area 1

Jul-2026

Current Month Production:
179,670,750 Gallons

Highest Day Demand of the Month: 5,996,307 Date of Occurance 26-Jul-26

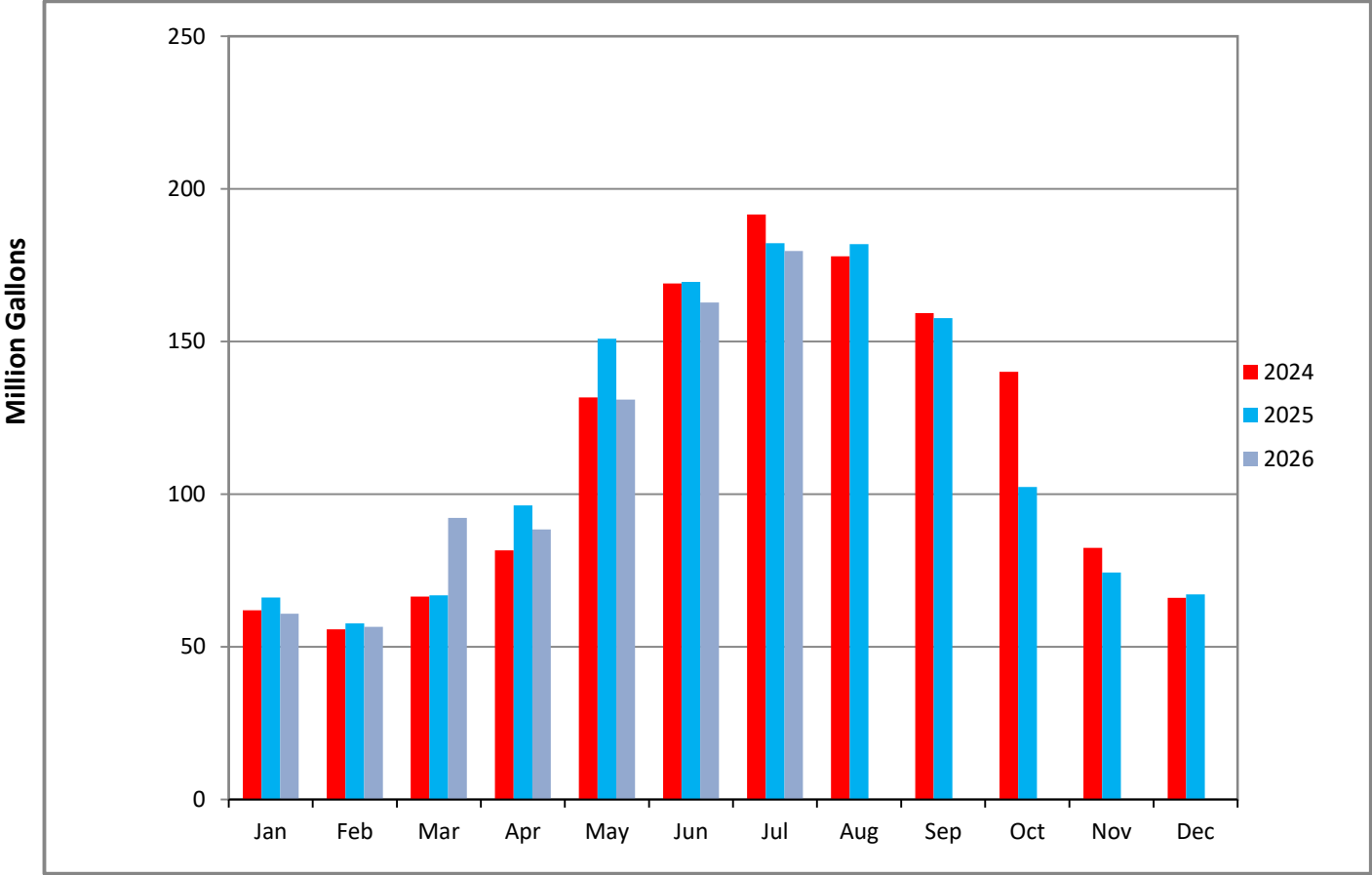
Highest Day Demand of the Calender Year: 5,996,307 Date of Occurance 26-Jul-26

"Water Year" Rainfall: (Oct-25 to Sep-26)
Current Month: 0.00 in
Year To Date: 16.84 in

"Water Year" Rainfall: (Oct-24 to Sep-25)
July 2025 0.00 in
Year To Date: 13.81 in
Entire Year Total: 13.81 in

Temperature:
This Month High 104 F
This Month Low 54 F
This Month Average 76.7 F

JUL-25 High 102 F
JUL-25 Low 54 F
JUL-25 Average 73.5 F

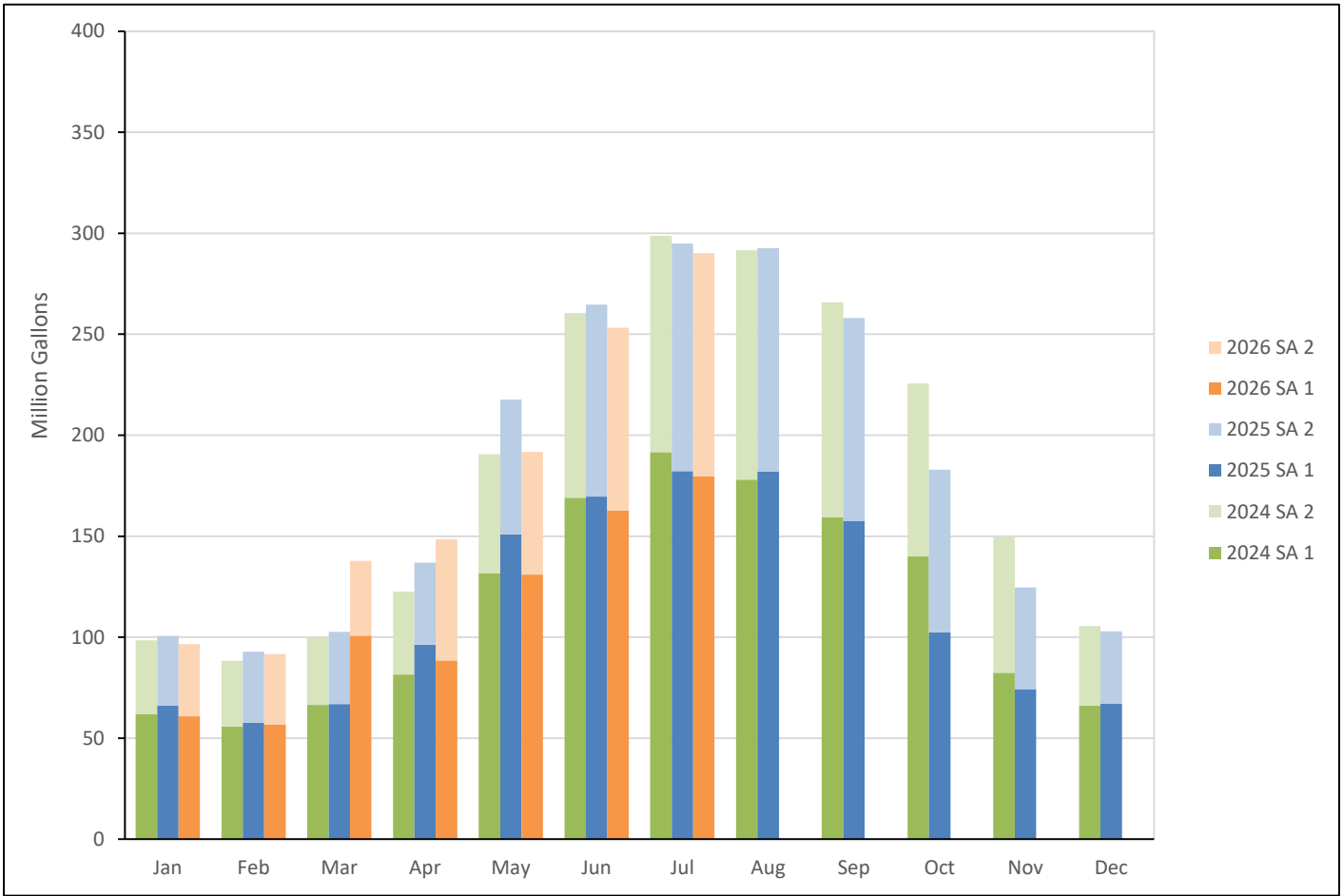




Elk Grove Water District

Total Demand/Production

Jul-2026



Current Month Demand/Production:

290,201,214 Gallons

*Change From July 2025: -1.61%

GPCD: 212.2 Gallons per Day

R-GPCD: 156.9 Gallons per Day

Service Area 1

Active Connections: 7,972

Current Month Demand/Production:

179,670,750 Gallons

*Change From July 2025: -1.41%

GPCD: 221.1 Gallons per Day

R-GPCD: 170.3 Gallons per Day

Service Area 2

Active Connections: 5,261

Current Month Demand/Production:

110,530,464 Gallons

*Change From July 2025: -1.93%

GPCD: 199.2 Gallons per Day

R-GPCD: 138.4 Gallons per Day

*Percent reduction has been changed to percent change. Negative change is reduction and positive change is increase.

Elk Grove Water District Water Usage

----- Monthly Production (gallons) -----

2023	January	February	March	April	May	June	July	August	September	October	November	December	Total
GW (SA1)	62,562,387	56,343,279	58,232,742	83,205,416	129,475,692	149,684,059	174,452,699	172,730,059	146,408,453	121,106,581	85,315,369	68,908,092	1,308,424,828
Purchased (SA2)	32,851,412	33,735,548	33,439,340	35,189,660	59,937,240	84,604,784	102,673,472	99,610,412	93,544,132	80,540,900	61,575,360	43,502,932	761,205,192
Total	95,413,799	90,078,827	91,672,082	118,395,076	189,412,932	234,288,843	277,126,171	272,340,471	239,952,585	201,647,481	146,890,729	112,411,024	2,069,630,020

2024	January	February	March	April	May	June	July	August	September	October	November	December	Total
GW (SA1)	61,915,877	55,729,972	66,410,639	81,535,145	131,704,427	169,076,492	191,647,032	177,958,857	159,339,160	140,109,268	82,418,795	66,139,444	1,383,985,108
Purchased (SA2)	36,458,268	32,530,520	33,633,072	41,059,964	58,853,388	91,426,544	107,064,980	113,644,388	106,453,864	85,452,268	67,061,940	39,318,620	812,957,816
Total	98,374,145	88,260,492	100,043,711	122,595,109	190,557,815	260,503,036	298,712,012	291,603,245	265,793,024	225,561,536	149,480,735	105,458,064	2,196,942,924

2025	January	February	March	April	May	June	July	August	September	October	November	December	Total
GW (SA1)	66,097,901	57,654,400	66,894,017	96,270,179	150,905,402	169,578,143	182,236,331	181,938,189	157,664,588	102,332,755	74,315,435	67,207,980	1,373,095,320
Purchased (SA2)	34,520,948	35,116,356	35,715,504	40,573,764	66,775,456	95,037,888	112,708,640	110,707,740	100,340,460	80,612,708	50,291,032	35,662,396	798,062,892
Total	100,618,849	92,770,756	102,609,521	136,843,943	217,680,858	264,616,031	294,944,971	292,645,929	258,005,048	182,945,463	124,606,467	102,870,376	2,171,158,212

2026	January	February	March	April	May	June	July	August	September	October	November	December	Total
GW (SA1)	60,812,566	56,553,387	100,696,957*	88,388,122	130,983,292	162,819,633	179,670,750						779,924,707
Purchased (SA2)	35,737,196	35,096,908	37,065,644	60,038,220	60,833,344	90,425,720	110,530,464						429,727,496
Total	96,549,762	91,650,295	137,762,601	148,426,342	191,816,636	253,245,353	290,201,214	0	0	0	0	0	1,209,652,203

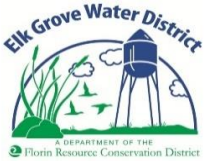
----- Monthly Percent Change - Comparing 2025 to 2026 -----

% Change	January	February	March	April	May	June	July	August	September	October	November	December	Total
GW (SA1)	-8.00%	-1.91%	50.53%	-8.19%	-13.20%	-3.99%	-1.41%	-	-	-	-	-	-
Purchased (SA2)	3.52%	-0.06%	3.78%	47.97%	-8.90%	-4.85%	-1.93%	-	-	-	-	-	-
Total	-4.04%	-1.21%	34.26%	8.46%	-11.88%	-4.30%	-1.61%	-	-	-	-	-	-
% Cumulative Change	-4.04%	-2.68%	10.12%	9.60%	2.41%	0.47%	-0.04%	-	-	-	-	-	-

*Notes

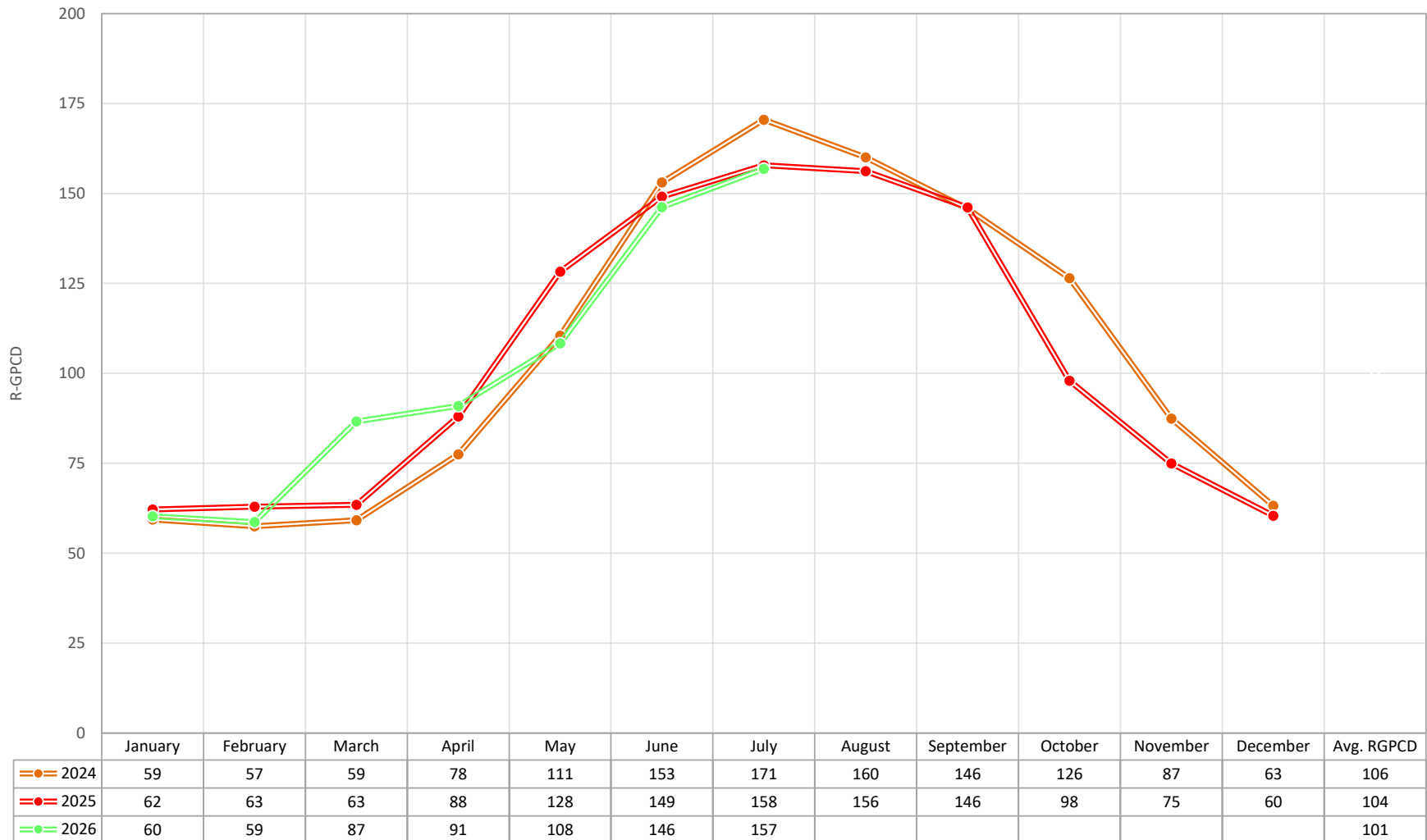
2026 March production number for SA1 includes water delivered through open Springhurst intertie for the PLC Replacement Project
Springhurst Intertie (Mar 2026) 8,462,150 Gallons (Number provided from meter read by SCWA)

Service Area 2		Consumption	
2026	# Accts	CCF	Gallons
Jan	5,217	47,777	35,737,196
Feb	5,222	46,921	35,096,908
Mar	5,261	49,553	37,065,644
Apr	5,237	80,265	60,038,220
May	5,244	81,328	60,833,344
Jun	5,244	120,890	90,425,720
Jul	5,251	147,768	110,530,464
Aug			0
Sep			0
Oct			0
Nov			0
Dec			0



EGWD COMBINED R-GPCD

—●— 2024 —●— 2025 —●— 2026



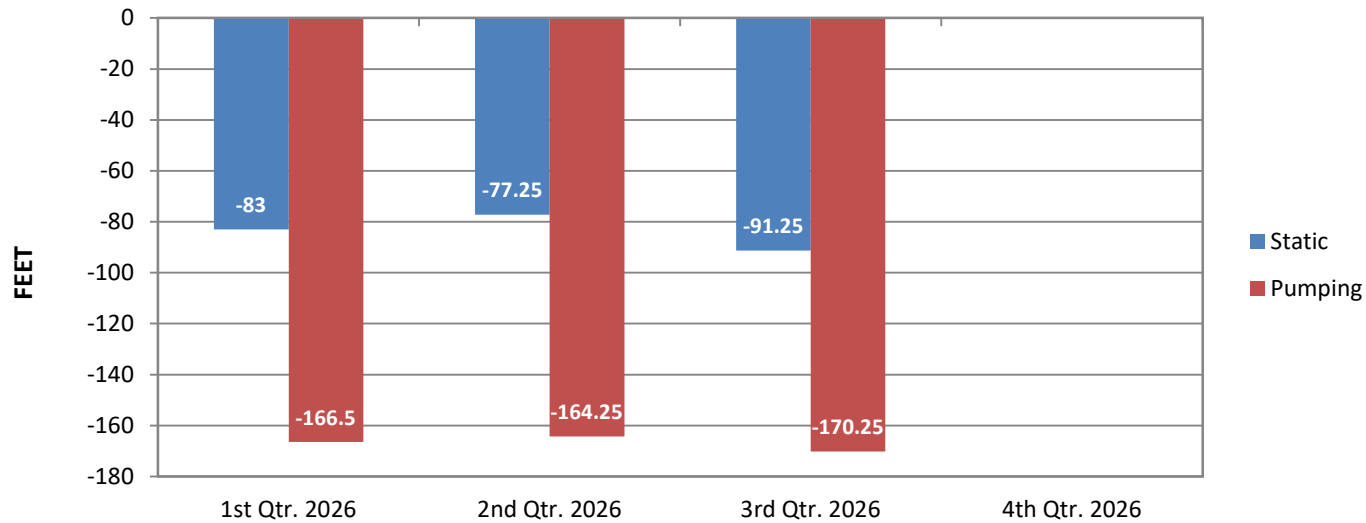
R-GPCD = Residential Gallons per Capita per Day



Elk Grove Water District

Static and Pumping Levels

Well 1D School St



Latest Well Sounding

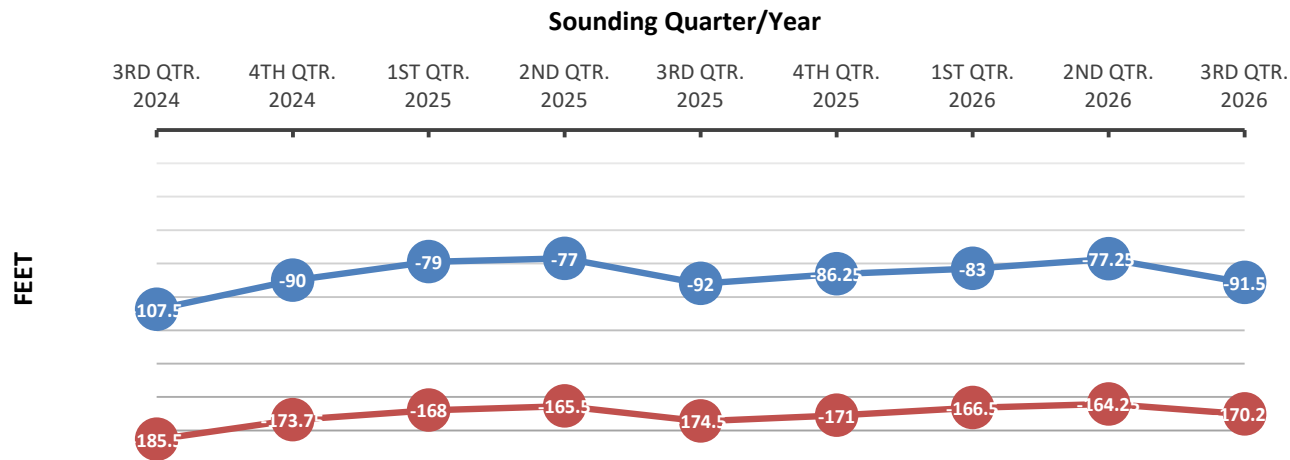
Static: 91.25 Ft

Pumping: 170.25 Ft

Drawdown: 79 Ft

GPM: 1,690

Specific Capacity: 21.395



Latest Sand Tester Results:

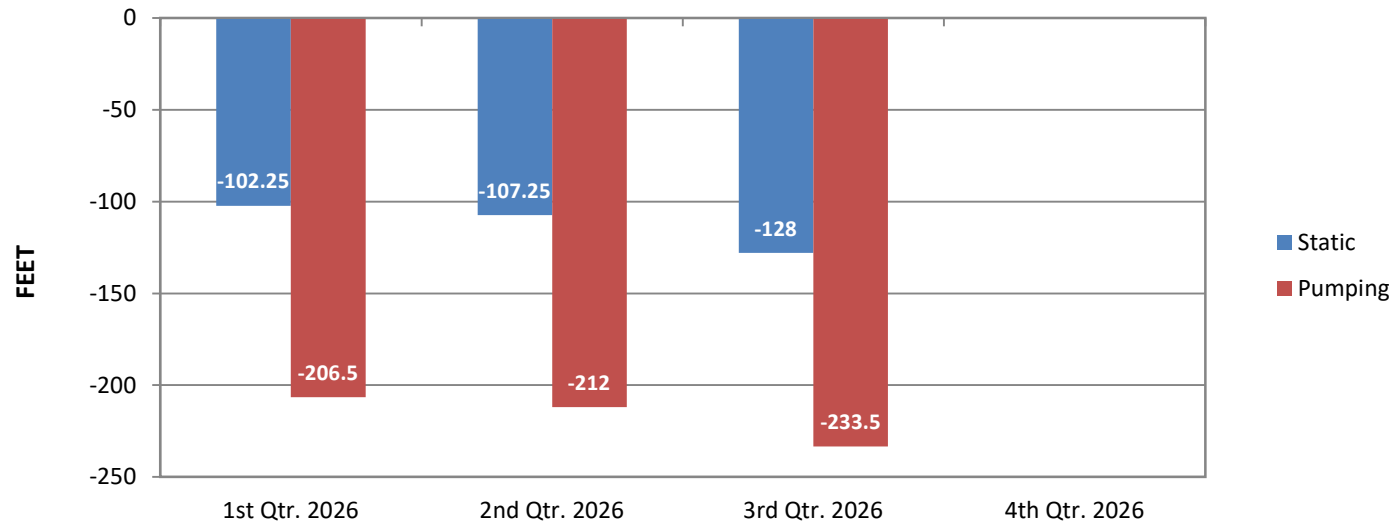
15 Min: < 5 ppm



Elk Grove Water District

Static and Pumping Levels

Well 4D Webb St



Latest Well Sounding

Static: 128 Ft

Pumping: 233.5 Ft

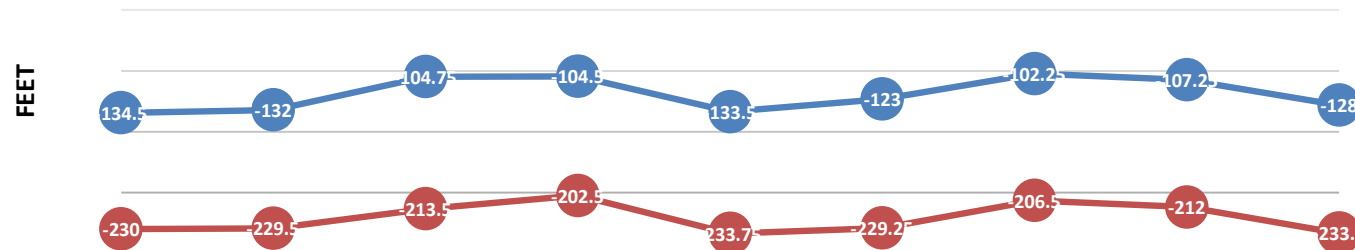
Drawdown: 105.5 Ft

GPM: 1,697

Specific Capacity: 16.087

Sounding Quarter/Year

3RD QTR. 2024	4TH QTR. 2024	1ST QTR. 2025	2ND QTR. 2025	3RD QTR. 2025	4TH QTR. 2025	1ST QTR. 2026	2ND QTR. 2026	3RD QTR. 2026
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Latest Sand Tester Results:

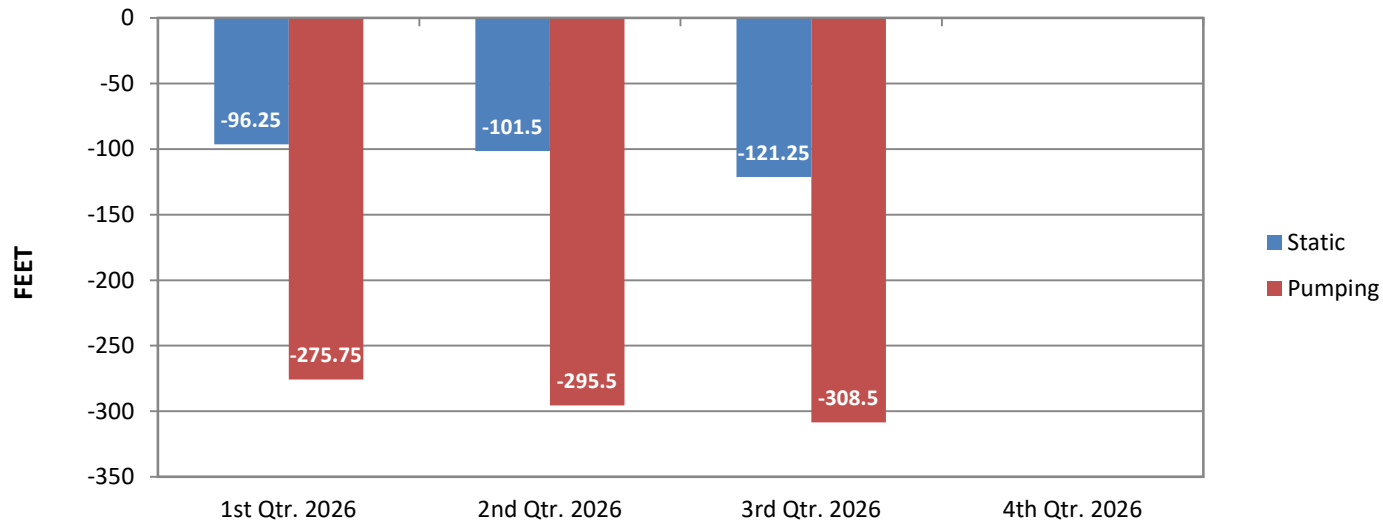
15 Min: < 5 ppm



Elk Grove Water District

Static and Pumping Levels

Well 11D Dino



Latest Well Sounding

Static: 121.25 Ft

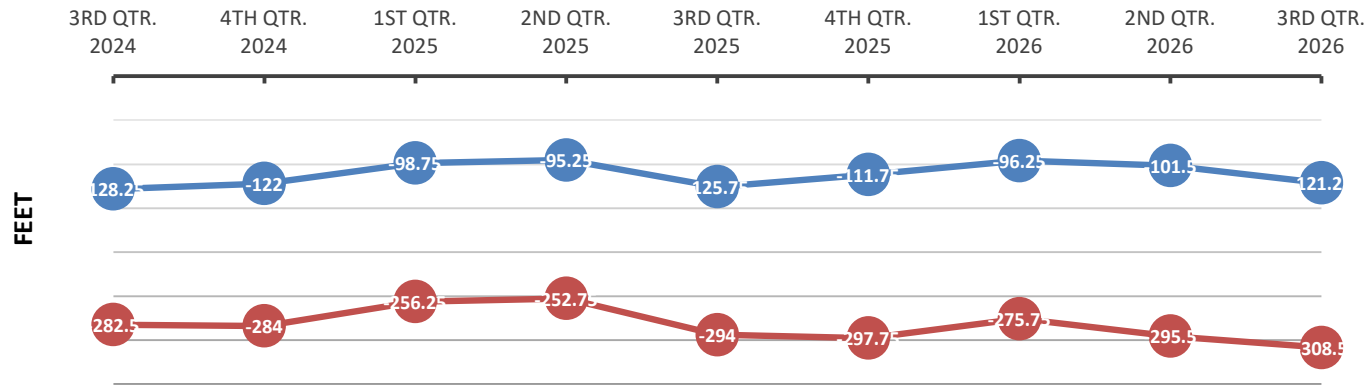
Pumping: 308.5 Ft

Drawdown: 187.25 Ft

GPM: 1,644

Specific Capacity: 8.781

Sounding Quarter/Year



Latest Sand Tester Results:

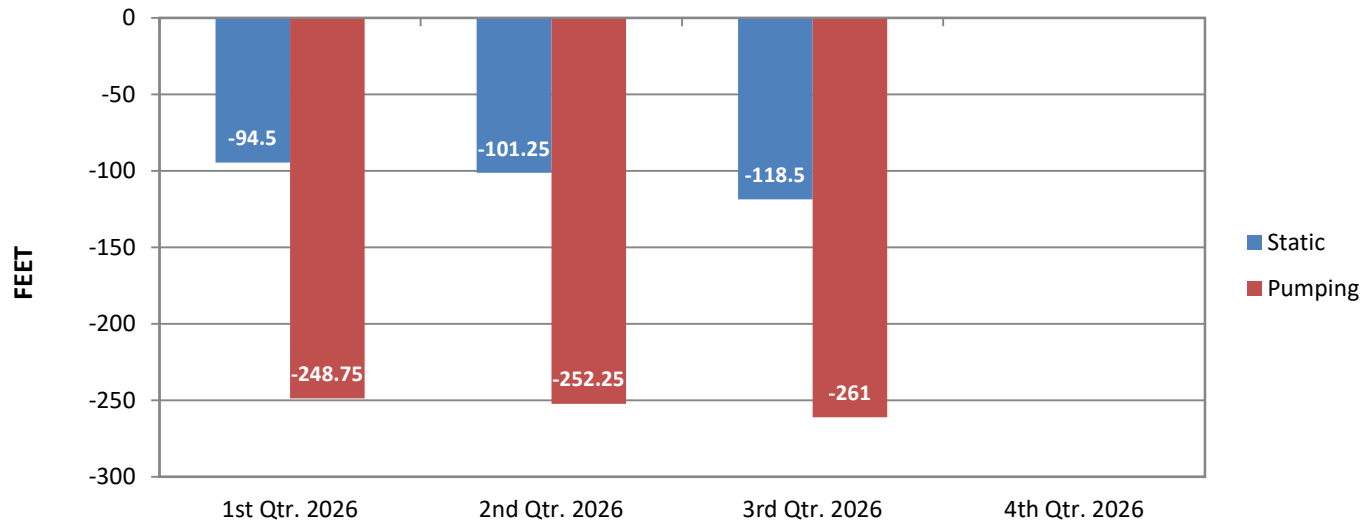
15 Min: < 5 ppm



Elk Grove Water District

Static and Pumping Levels

Well 14D Railroad



Latest Well Sounding

Static: 118.5 Ft

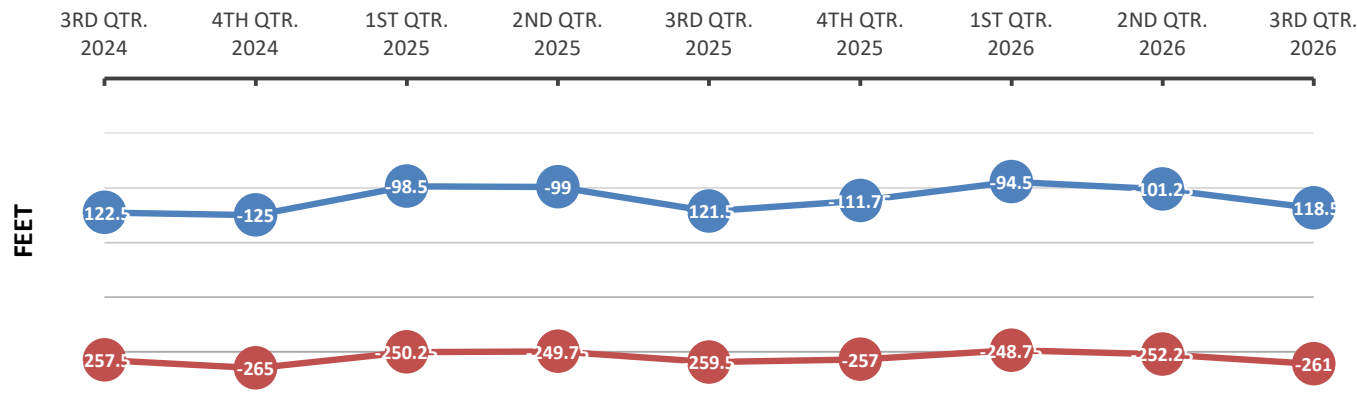
Pumping: 261 Ft

Drawdown: 142.5 Ft

GPM: 1,387

Specific Capacity: 9.732

Sounding Quarter/Year



Latest Sand Tester Results:

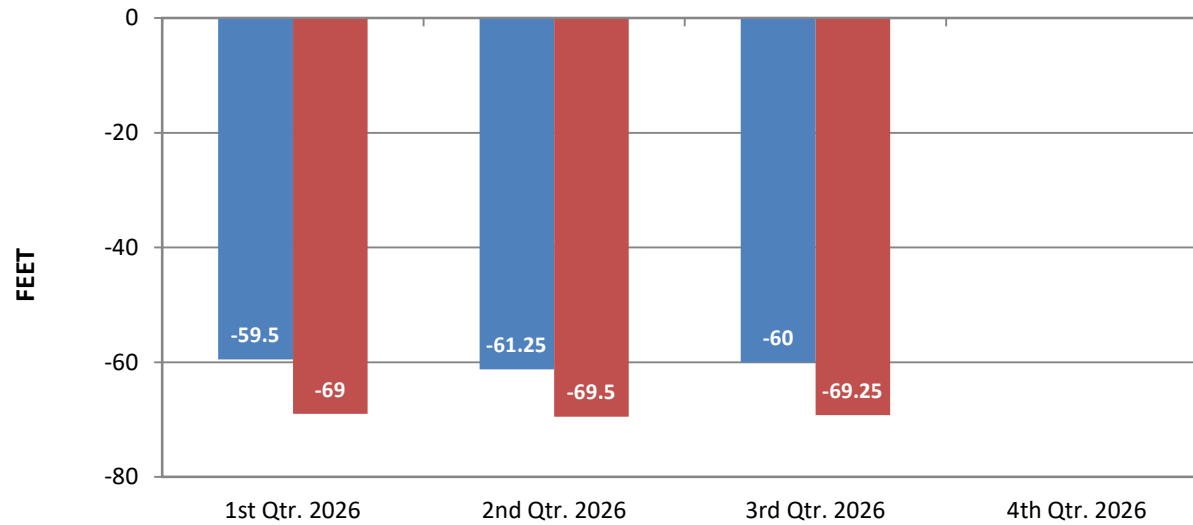
15 Min: < 5 ppm



Elk Grove Water District

Static and Pumping Levels

Well 8 Williamson



Latest Well Sounding

Static: 60 Ft

Pumping: 69.25 Ft

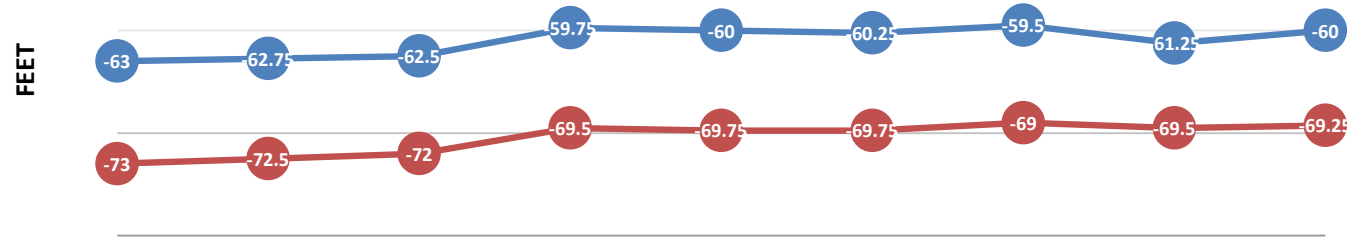
Drawdown: 9.25 Ft

GPM: 556

Specific Capacity: 60.057

Sounding Quarter/Year

3RD QTR. 2024 4TH QTR. 2024 1ST QTR. 2025 2ND QTR. 2025 3RD QTR. 2025 4TH QTR. 2025 1ST QTR. 2026 2ND QTR. 2026 3RD QTR. 2026



Latest Sand Tester Results:

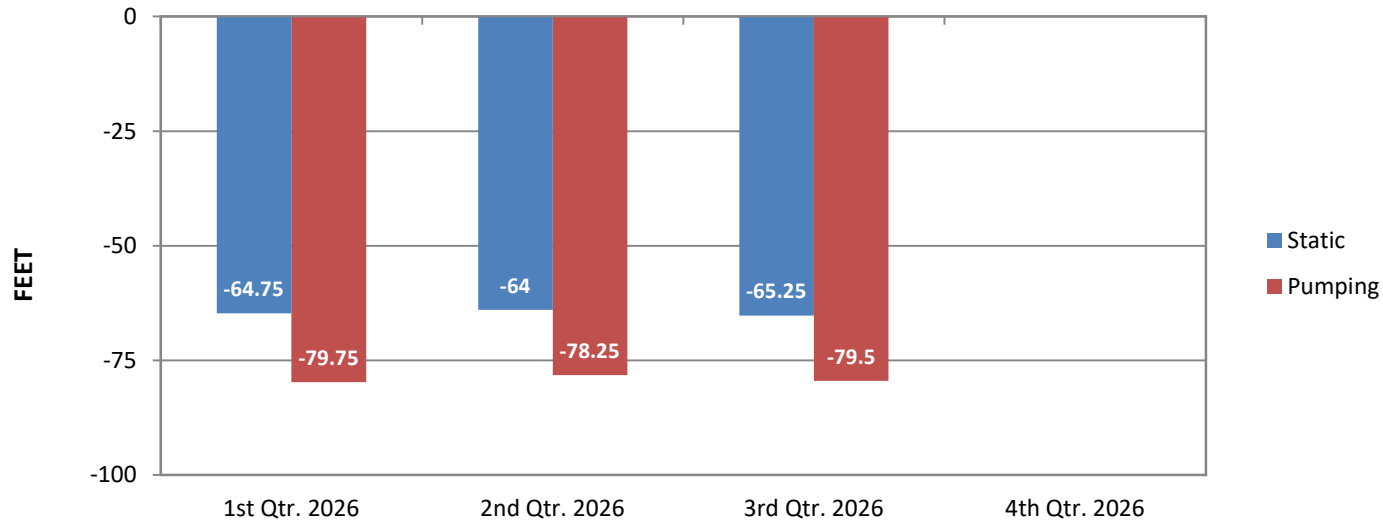
15 Min: < 5 ppm



Elk Grove Water District

Static and Pumping Levels

Well 9 Polhemus



Latest Well Sounding

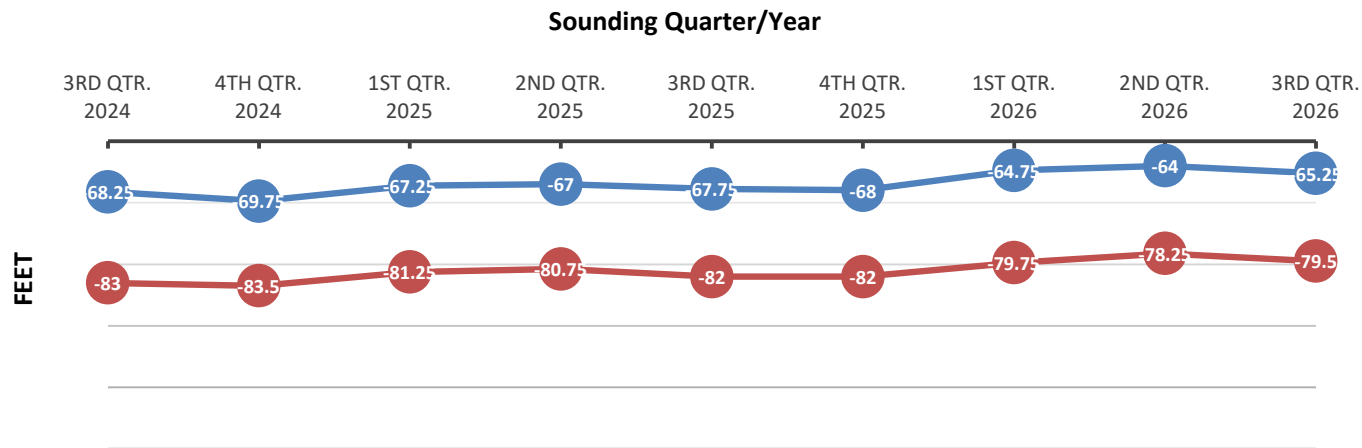
Static: 65.25 Ft

Pumping: 79.5 Ft

Drawdown: 14.25 Ft

GPM: 504

Specific Capacity: 35.334



Latest Sand Tester Results:

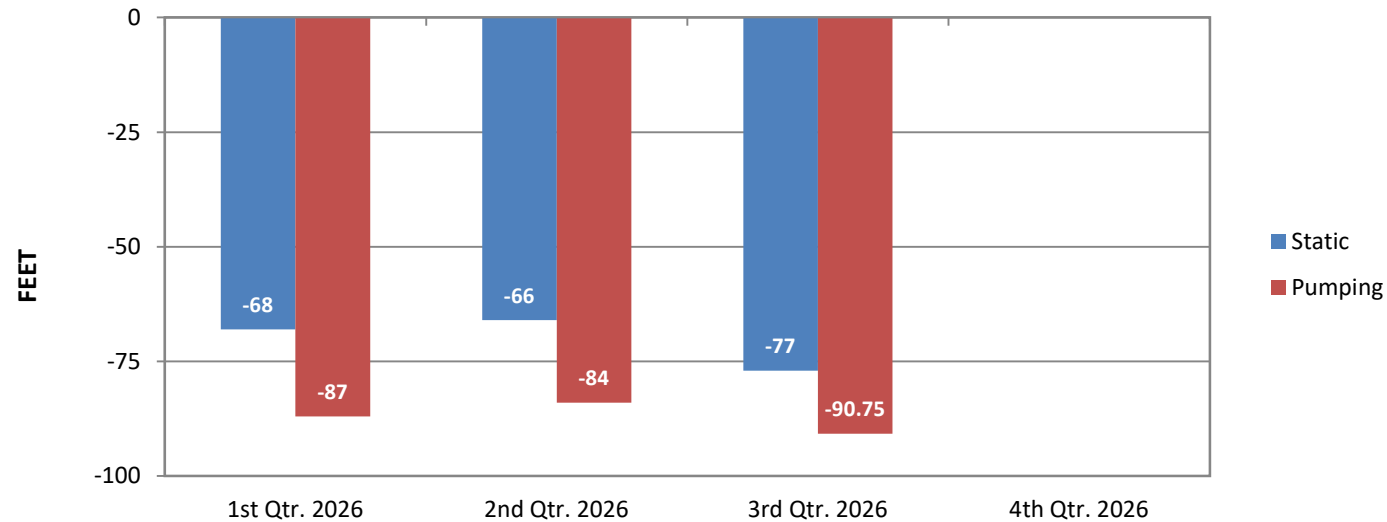
15 Min: < 5 ppm



Elk Grove Water District

Static and Pumping Levels

Well 13 Hampton



Latest Well Sounding

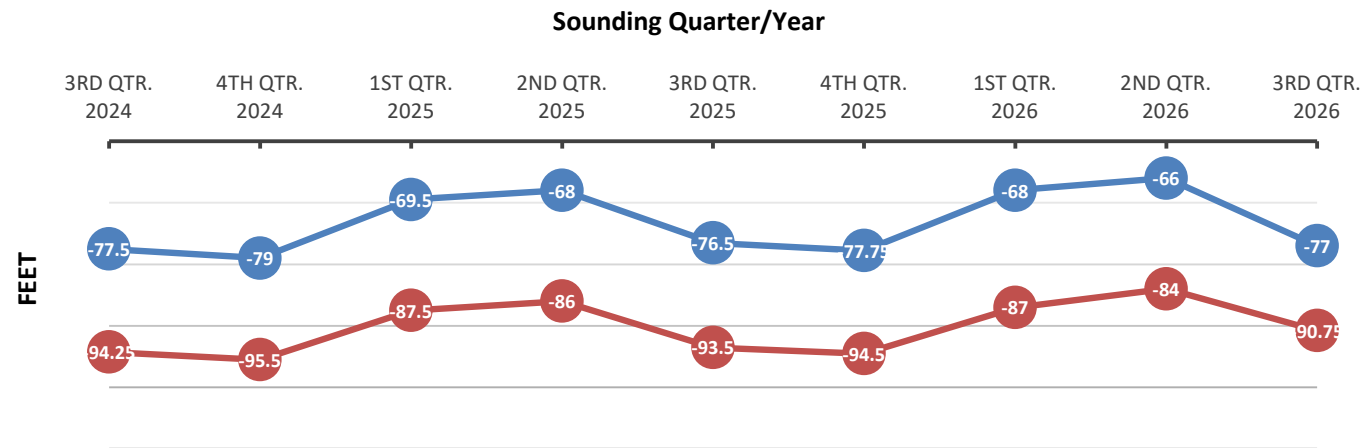
Static: 77 Ft

Pumping: 90.75 Ft

Drawdown: 13.75 Ft

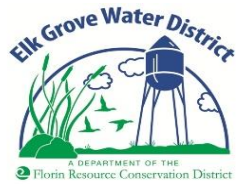
GPM: 981

Specific Capacity: 71.354



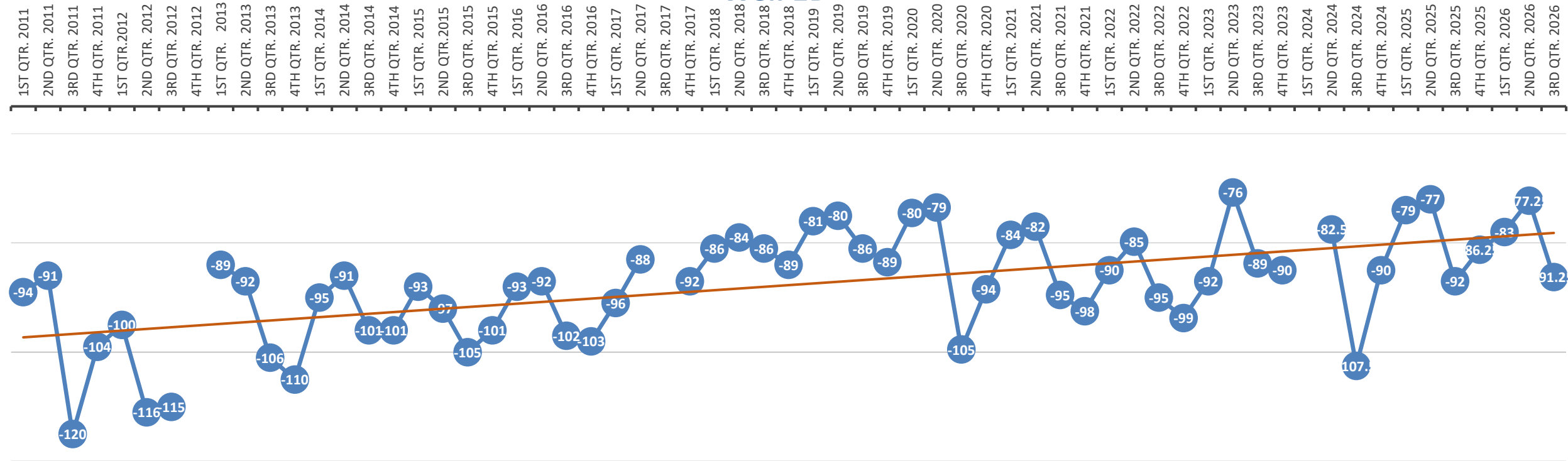
Latest Sand Tester Results:

15 Min: < 5 ppm

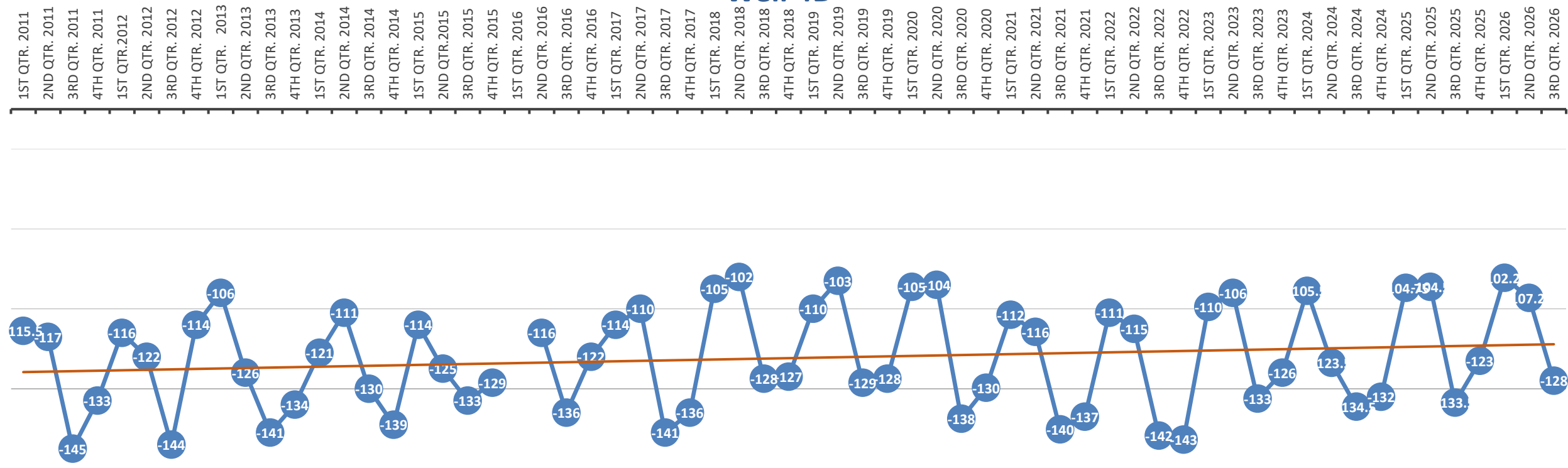


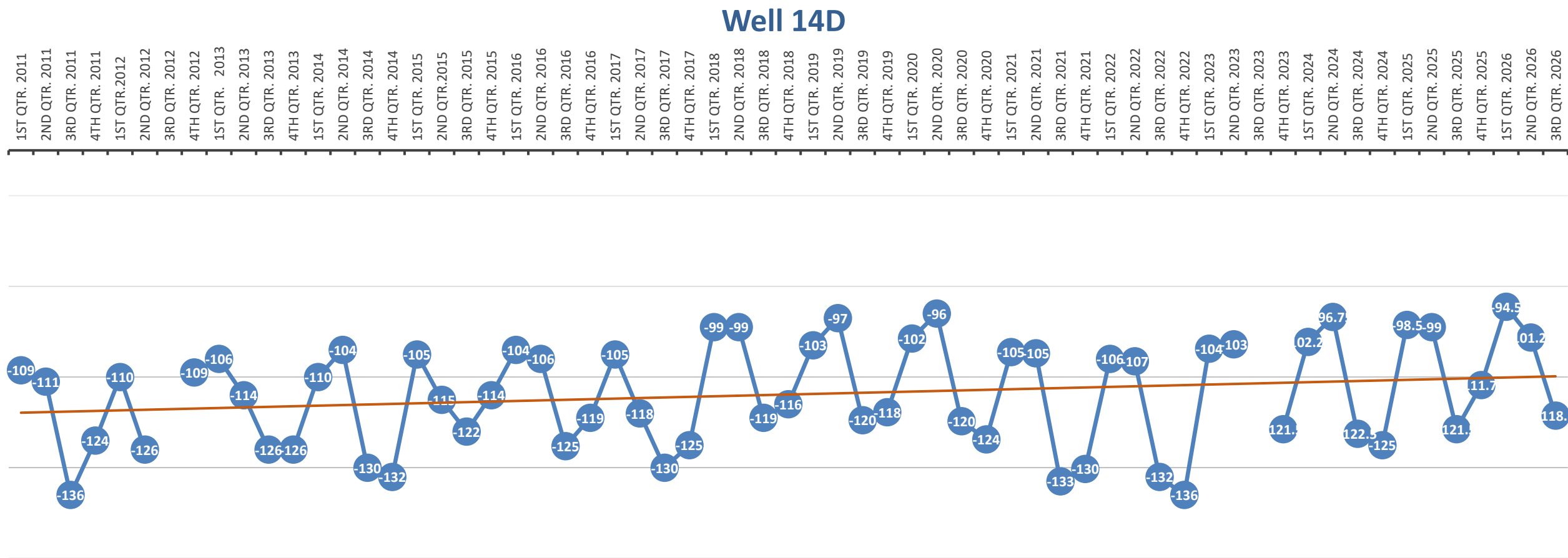
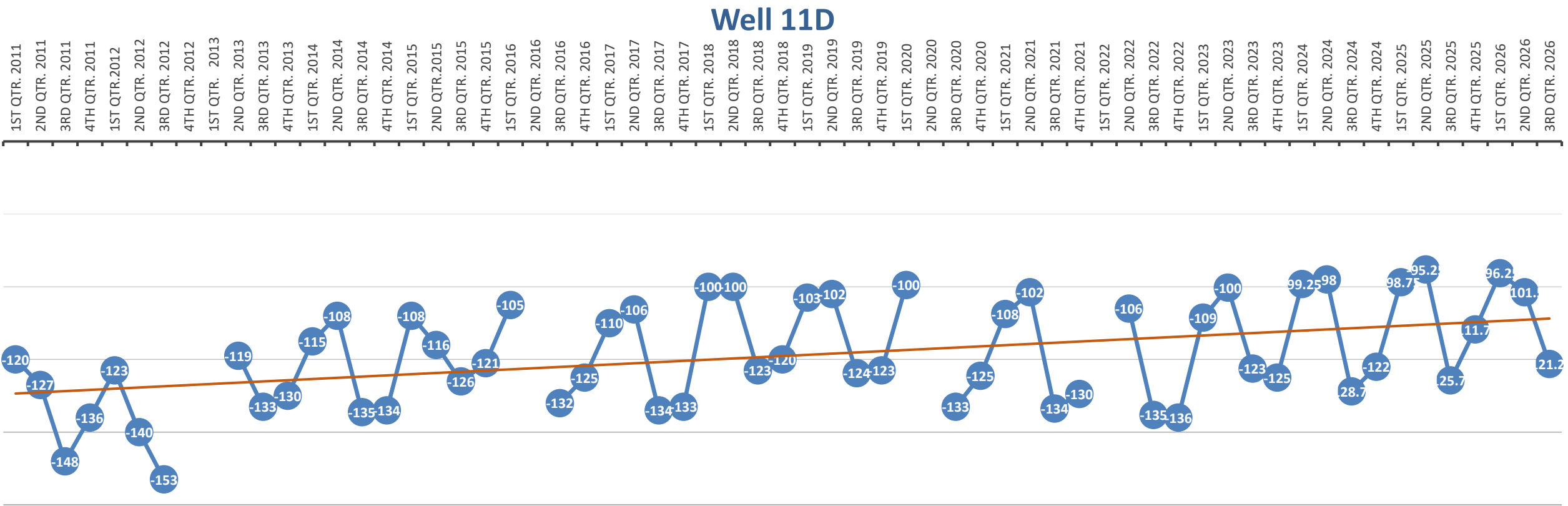
Historic Static Well Levels

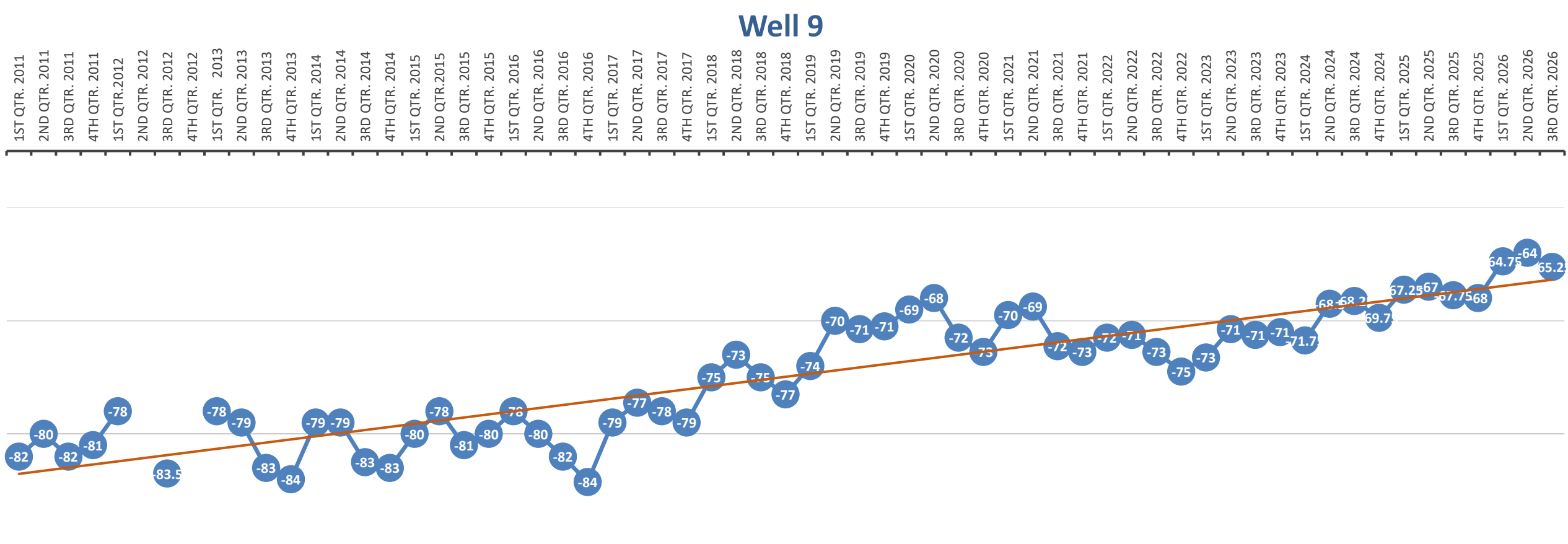
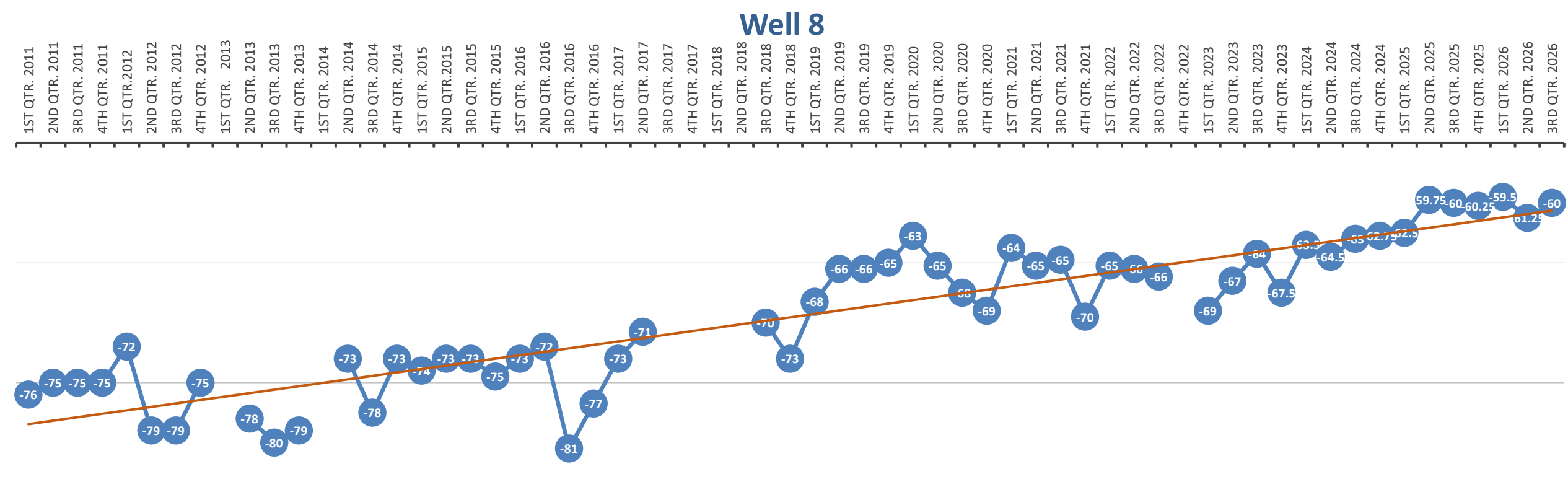
Well 1D



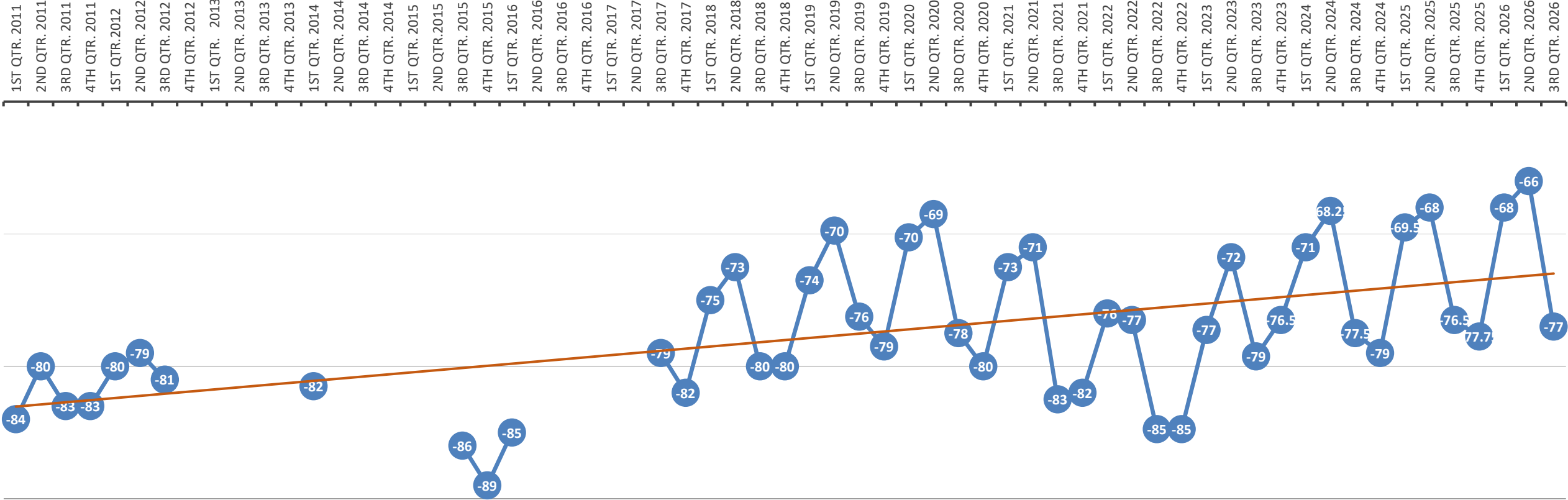
Well 4D







Well 13



Monthly Sample Report - July 2026
Water System: Elk Grove Water System

Sampling Point: 01 - 8693 W. Camden

Sample Date	Sample Class	Sample Name	Collection Occurrence
7/7/2026	Distribution System	Bacteriological	Week
7/14/2026	Distribution System	Bacteriological	Week
7/21/2026	Distribution System	Bacteriological	Week
7/28/2026	Distribution System	Bacteriological	Week

Sampling Point: 02 - 9425 Emerald Vista

Sample Date	Sample Class	Sample Name	Collection Occurrence
7/7/2026	Distribution System	Bacteriological	Week
7/14/2026	Distribution System	Bacteriological	Week
7/21/2026	Distribution System	Bacteriological	Week
7/28/2026	Distribution System	Bacteriological	Week

Sampling Point: 03 - 8809 Valley Oak

Sample Date	Sample Class	Sample Name	Collection Occurrence
7/7/2026	Distribution System	Bacteriological	Week
7/14/2026	Distribution System	Bacteriological	Week
7/21/2026	Distribution System	Bacteriological	Week
7/28/2026	Distribution System	Bacteriological	Week

Sampling Point: 04 - 10122 Glacier Point

Sample Date	Sample Class	Sample Name	Collection Occurrence
7/7/2026	Distribution System	Bacteriological	Week
7/14/2026	Distribution System	Bacteriological	Week
7/21/2026	Distribution System	Bacteriological	Week
7/28/2026	Distribution System	Bacteriological	Week

Sampling Point: 05 - 9230 Amsden Ct.

Sample Date	Sample Class	Sample Name	Collection Occurrence
7/7/2026	Distribution System	Bacteriological	Week
7/14/2026	Distribution System	Bacteriological	Week
7/21/2026	Distribution System	Bacteriological	Week
7/28/2026	Distribution System	Bacteriological	Week

Sampling Point: 06 - 9227 Rancho Dr.

Sample Date	Sample Class	Sample Name	Collection Occurrence
7/7/2026	Distribution System	Bacteriological	Week
7/14/2026	Distribution System	Bacteriological	Week
7/21/2026	Distribution System	Bacteriological	Week
7/28/2026	Distribution System	Bacteriological	Week

Sampling Point: 07 - Al Gates Park Mainline Dr.

Sample Date	Sample Class	Sample Name	Collection Occurrence
7/7/2026	Distribution System	Bacteriological	Week
7/14/2026	Distribution System	Bacteriological	Week
7/21/2026	Distribution System	Bacteriological	Week
7/28/2026	Distribution System	Bacteriological	Week

Sampling Point: 08 - 9436 Hollow Springs Wy.

Sample Date	Sample Class	Sample Name	Collection Occurrence
7/7/2026	Distribution System	Bacteriological	Week
7/7/2026	Distribution System	Fluoride	Month
7/14/2026	Distribution System	Bacteriological	Week
7/21/2026	Distribution System	Bacteriological	Week
7/28/2026	Distribution System	Bacteriological	Week

Sampling Point: 09 - 8417 Blackman Wy.

Sample Date	Sample Class	Sample Name	Collection Occurrence
7/7/2026	Distribution System	Bacteriological	Week
7/14/2026	Distribution System	Bacteriological	Week
7/21/2026	Distribution System	Bacteriological	Week
7/28/2026	Distribution System	Bacteriological	Week

Sampling Point: 10 - 9373 Oreo Ranch Cir.

Sample Date	Sample Class	Sample Name	Collection Occurrence
7/7/2026	Distribution System	Bacteriological	Week
7/14/2026	Distribution System	Bacteriological	Week
7/21/2026	Distribution System	Bacteriological	Week
7/28/2026	Distribution System	Bacteriological	Week

Sampling Point: 11 - 9907 Kapalua Ln.

Sample Date	Sample Class	Sample Name	Collection Occurrence
7/7/2026	Distribution System	Bacteriological	Week
7/14/2026	Distribution System	Bacteriological	Week
7/21/2026	Distribution System	Bacteriological	Week
7/28/2026	Distribution System	Bacteriological	Week

Sampling Point: 12-9205 Meadow Grove Dr.

Sample Date	Sample Class	Sample Name	Collection Occurrence
7/7/2026	Distribution System	Bacteriological	Week
7/14/2026	Distribution System	Bacteriological	Week
7/21/2026	Distribution System	Bacteriological	Week
7/28/2026	Distribution System	Bacteriological	Week

Sampling Point: 13 - Elliott Springs Dr.

Sample Date	Sample Class	Sample Name	Collection Occurrence
7/7/2026	Distribution System	Bacteriological	Week
7/14/2026	Distribution System	Bacteriological	Week
7/21/2026	Distribution System	Bacteriological	Week
7/28/2026	Distribution System	Bacteriological	Week

Sampling Point: Railroad Well 14D - Raw Water

Sample Date	Sample Class	Sample Name	Collection Occurrence
7/7/2026	Source Water	3 mo - Bacteriological	Quarter
7/7/2026	Source Water	Threshold Odor	Quarter
7/7/2026	Source Water	Fe, Mn, As, Total	Quarter

Sampling Point: Polhemus Well 9 - Raw Water

Sample Date	Sample Class	Sample Name	Collection Occurrence
7/7/2026	Source Water	3 mo - Bacteriological	Quarter
7/7/2026	Source Water	Threshold Odor	Tri-annual
7/7/2026	Source Water	Fe, Mn, As, Total	Quarter

Sampling Point: - Williamson Well 8 Raw Water

Sample Date	Sample Class	Sample Name	Collection Occurrence
7/14/2026	Source Water	3 mo - Bacteriological	Quarter
7/15/2026	Source Water	Threshold Odor	Tri-annual
7/14/2026	Source Water	Fe, Mn, As, Total	Quarter

Sampling Point: Webb Well 04D - Raw Water

Sample Date	Sample Class	Sample Name	Collection Occurrence
7/7/2026	Source Water	3 mo - Bacteriological	Quarter
7/7/2026	Source Water	Threshold Odor	Quarter
7/7/2026	Source Water	Fe, Mn, As, Total	Quarter

Sampling Point: School Well 01D - Raw Water

Sample Date	Sample Class	Sample Name	Collection Occurrence
7/14/2026	Source Water	3 mo - Bacteriological	Quarter
7/14/2026	Source Water	Threshold Odor	Quarter
7/14/2026	Source Water	Fe, Mn, As, Total	Quarter

Sampling Point: Hampton Well 13 - Raw Water

Sample Date	Sample Class	Sample Name	Collection Occurrence
7/7/2026	Source Water	3 mo - Bacteriological	Quarter
7/7/2026	Source Water	Threshold Odor	Tri-annual
7/7/2026	Source Water	Fe, Mn, As, Total	Month

Sampling Point: Hampton WTP Effluent

Sample Date	Sample Class	Sample Name	Collection Occurrence
7/7/2026	Source Water	Fe, Mn, As, Total	Month

Sampling Point: Railroad WTP Effluent

Sample Date	Sample Class	Sample Name	Collection Occurrence
7/23/2026	Treated Plant Effluent	WTP Eff - Fe,Mn,As Total	Month
7/23/2026	Treated Plant Effluent	Threshold Odor	Month

Sampling Point: Special Distribution/Construction Samples

Sample Date	Sample Class	Sample Name	Collection Description
7/1/2026	Distribution System	Bacteriological	9230 Wayne Heintz - Hydrant G5-084H Tee install New
7/10/2026	Solids	Lead Paint	Well 3 - MarVal
7/30/2026	Distribution System	Bacteriological	9871 Wyland Dr. -Blowoff
7/31/2026	Distribution System	Bacteriological	9457 Elk Grove-Florin Rd. - Blowoff 12" Tee Install

7/31/2026

Distribution System

Bacteriological

9505 Elk Grove-Florin Rd. - Hydrant E3-027h
12" Tee Install

Colors

Monthly Total

Yearly Total

Black = Scheduled

74

840

Green = Unscheduled

5

42



August 5, 2026

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

WASTEWATER DISCHARGE COMPLIANCE REPORT FORM

Enclosed is the Wastewater Discharge Compliance Report Form from Elk Grove Water District for July 2026.

Also enclosed are the 2026 Flowmeter Calibration Certification Reports for the Railroad Water Treatment Plant and the Hampton Village Water Treatment Plant.

If you have any further questions, you may contact me at 916-585-9390

AARON HEWITT
WATER TREATMENT SUPERVISOR

SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT (REGIONAL SAN)

COMPLIANCE REPORT FORM

Attn: Scott Mullin	E-mail: mullins@sacsewer.com	Wastewater Source Control Section
Phone: (916) 875-6470	Fax: (916) 854-9286	
From: Aaron Hewitt		
Company: Elk Grove Water District		Permit # WTP-010

Discharge Month:	July	Year:	2026
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The following reports and information are attached (check all that apply):

	Location	Total Gallons
☒ Water use/flow meter report (If there is no discharge during the reporting period, this must be reported)	OF 1 Hampton WTP Backwash Tank	1,374,470
	OF 3 Railroad WTP Backwash Tank	0
	OF 5 Analyzer Water	35,712
	OF 6 Tank Sludge (preapproval req)	
	OF 7 Misc. (preapproval req)	

☐ Monitoring results/analytical report(s)

pH (if measured); Grab Monitoring Data Review

Location	Date and Time	pH
OF1		
OF3		
OF6		
OF7		

☐

pH compliance statement – CHECK ONE BELOW

☐ Based on a review of this facility's pH data, pH has exceeded the discharge limits.

☐ I certify that this facility has reviewed pH data and is in compliance.

Discharge Rate - CHECK ONE BELOW

or ☐ Based on a review of this facility's flow data, the discharge rate limit was exceeded.

☒ I certify that this facility is in compliance with the discharge rate limit.

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

☐ Flow monitoring equipment certification

☐ Other (explain):

SACRAMENTO REGIONAL COUNTY SANITATION DISTRICT (REGIONAL SAN)

Domestic Calculation

Domestic Usage/ Employee Monthly Totals	Number of Full-time Equivalent* Employees	Business Days per Month	Allowance (gallons per day)	Gallons
Production	2	20	15	600
Office	3	20	10	600
Drivers/Field	12	20	3	720
Total				1,920

*FTE Equivalent: all employees' monthly hours added together and converted to a full-time employee count

Certification Statement

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

SIGNATURE of Authorized Representative:



PRINTED NAME, TITLE:

Aaron Hewitt Treatment Plant Supervisor
(Name) (Title)

DATE:

8.5.2026



August 5, 2026

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

MONTHLY SUMMARY OF DISTRIBUTION SYSTEM COLIFORM MONITORING

Enclosed is the Monthly Summary of Distribution System Coliform Monitoring report from Elk Grove Water District for July 2026.

If you have any further questions, you may contact me at 916-585-9390.

AARON HEWITT
WATER TREATMENT SUPERVISOR

MONTHLY SUMMARY OF REVISED TOTAL COLIFORM RULE DISTRIBUTION SYSTEM MONITORING

(including triggered source monitoring for systems subject to the Groundwater Rule)

System Name Elk Grove Water District	System Number 3410008
Sampling Period July	Year 2026

	Number Required	Number Collected	Number Total Coliform Positives	Number E.coli Positives
1. Routine Samples (see note 1)	50	52	0	0
2. Repeat Samples following samples that are Total Coliform Positive and <i>E.coli</i> Negative (see notes 10 and 11)		0	0	0
3. Repeat Samples following Routine Samples that are Total Coliform Positive and <i>E. coli</i> Positive (see notes 10 and 11)		0	0	0
4. Treatment Technique (TT)/MCL Violation Computation for Total Coliform/ <i>E. coli</i> Positive Samples				
a. Totals (sum of columns)	50	52	0	0
b. If 40 or more samples collected in month, determine percent of samples that are total coliform positive [(total number positive/total number collected) x 100] =	0	%		
c. Did the system trigger... a Level 2 Assessment TT? (see notes 2, 3, 4, 5 and 6 for trigger info)		☐ Yes	☒ No	
<i>If a Level 2 Assessment is triggered, see note 8 below.</i>				
a Level 1 Assessment TT? (see note 7 for trigger info)		☐ Yes	☒ No	
<i>If a Level 1 Assessment is triggered, see note 9 below.</i>				
5. Triggered Source Samples per Groundwater Rule (see notes 12 and 13)		0	0	0
6. Invalidated Samples (Note what samples, if any, were invalidated; who authorized the invalidation; and when replacement samples were collected. Attach additional sheets, if necessary.)				
7. Summary Completed By: Aaron Hewitt				
Signature 	Title Water Treatment Supervisor	Date 8/5/2026		

NOTES AND INSTRUCTIONS:

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



August 5, 2026

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

MONTHLY SUMMARY OF THE HAMPTON GROUNDWATER TREATMENT PLANT

Enclosed is the Monthly Summary of the Hampton GWTP report from Elk Grove Water District for July 2026.

If you have any further questions, you may contact me at 916-585-9390.

AARON HEWITT
WATER TREATMENT SUPERVISOR

Elk Grove Water District

Hampton GWTP Monthly Report

PWS Number

3410008-013

Month:

July

GWTP Name

Hampton Water Treatment Plant

Date	Hour Meter	Run Hours	Production Meter	Well Production	Backwash Meter	Backwash Waste	Weekly In-House Monitoring (mg/L) R (Raw) T (Treated)As (ug/L)									
last day	38032.2		205825735		49437155	60283373	Date	Fe, R	Fe, T	Mn, R	Mn, T	As, R	As, T	Weekly Average		
1	38055.2	23	207156011	1330276	49473476	60326813	7/6/2026	0	0.035	0.012	0.017	15	2	Inf. pH Eff. pH		
2	38080.5	25.3	208613084	1457073	49508207	60372499	7/13/2026	0	0.054	0.011	0.012	15	2	Week 1: 7.09 to 7.08		
3	38104	23.5	209968094	1355010	49545819	60416649	7/24/2026	0.003	0.055	0.007	0.008	14	2	Cl2		0.86
4	38128	24	211351934	1383840	49583431	60460798	7/30/2026	0.015	0.041	0.006	0.002	13	2	Week 2: 7.12 to 7.11		
5	38152	24	212735774	1383840	49621043	60504947								Cl2		0.86
6	38176	24	214121643	1385869	49658655	60549096								Week 3: 7.20 to 7.19		
7	38199.9	23.9	215507149	1385506	49691444	60593879	Total Gallons Sodium Hypochlorite: 531.3 Gal							Cl2		1.03
8	38223.6	23.7	216873038	1365889	49727632	60636646	Pounds per day 17.2 Lbs/Day							Week 4: 7.20 to 7.20		
9	38248	24.4	218277117	1404079	49767582	60682202	Dosage (Milligrams Per Liter @ 12% Cl) 1.79							Cl2		1.08
10	38271.7	23.7	219649623	1372506	49800069	60726016										
11	38295.7	24	221030178	1380555	49838942	60770337	Total Gallons Ferric Chloride: 250.4 Gal									
12	38319.4	23.7	222394422	1364244	49877815	60814659	Dosage (Milligrams Per Liter @ 38% FeCl) 1.198									
13	38343.4	24	223774977	1380555	49916688	60858981										
14	38367.3	23.9	225148785	1373808	49952908	60907028	Total Gallons Sulfuric Acid : 248.9 Gal									
15	38391.3	24	226539180	1390395	49985805	60950909	Dose (Gallons Per Hour @ 93% H2SO4) 0.335 Gal/Hr									
16	38415.4	24.1	227926905	1387725	50025893	60994828										
17	38439.4	24	229309963	1383058	50062230	61039103										
18	38463.4	24	230693020	1383057	50098567	61083378										
19	38487.4	24	232076078	1383058	50134904	61127653										
20	38511.4	24	233459136	1383058	50171241	61171928	Total Backwashed			1,140,392				Total Run Hours 740.9		
21	38535.1	23.7	234825647	1366511	50207770	61214698										
22	38559.7	24.6	236237351	1411704	50247899	61260630	Total Water Pumped			42,698,312				Total Backwash Waste 1,374,470		
23	38583.8	24.1	237627890	1390539	50280930	61305150										
24	38608.1	24.3	239022662	1394772	50324710	61350356	Reporting Limits/Units			Maximum Contaminant Levels (MCLs)						
25	38630.2	22.1	240298397	1275735	50358681	61393088	Iron = 0.100 mg/L			Iron (Fe) = 0.300 mg/L (Secondary)						
26	38654.2	24	241681709	1383312	50392653	61435821	Manganese = 0.010 mg/L			Manganese (Mn) = 0.050 mg/L (Secondary)						
27	38677.5	23.3	243020847	1339138	50426624	61478553	Arsenic = 1.0 µg/L			Arsenic (As) = 10 µg/L (Primary)						
28	38701.5	24	244401253	1380406	50466701	61523270										
29	38725.5	24	245783626	1382373	50499422	61567498										
30	38749.1	23.6	247145650	1362024	50539470	61611177										
31	38773.1	24	248524047	1378397	50577547	61657843										
Total		740.9		42698312	1140392	1374470	Prepared By: Aaron Hewitt							Date: 8/5/2026		

Prepared By: Aaron Hewitt

Date: 8/5/2026



August 5, 2026

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

MONTHLY FLUORIDATION MONITORING REPORT

Enclosed is the Monthly Summary of the Fluoridation Monitoring from Elk Grove Water District for July 2026.

If you have any further questions, you may contact me at 916-585-9390.

AARON HEWITT
WATER TREATMENT SUPERVISOR

ELK GROVE WATER DISTRICT AREA 2

DISTRIBUTION SYSTEM

MONTHLY FLUORIDATION MONITORING REPORT

July-26

Week	Location of Sample	Monitoring Results (mg/L)			
		Date	Time	Results	
1	Hollow Springs	7.7.2026	10:22 AM	0.67	
1	Kapalua	7.7.2026	11:00 AM	0.6	
1	Al Gates Park	7.7.2026	11:27 AM	0.66	
1	Oreo Ranch	7.7.2026	11:43 AM	0.8	
1	Blackman	7.7.2026	12:16 PM	0.71	
1	Elliot Springs	7.7.2026	1:08 PM	0.68	
2	Hollow Springs	7.14.2026	9:14 AM	0.8	
2	Kapalua	7.14.2026	9:47 AM	0.78	
2	Al Gates Park	7.14.2026	10:09 AM	0.7	
2	Oreo Ranch	7.14.2026	10:36 AM	0.71	
2	Blackman	7.14.2026	11:21 AM	0.74	
2	Elliot Springs	7.14.2026	11:43 AM	0.73	
3	Hollow Springs	7.21.2026	9:29 AM	0.77	
3	Kapalua	7.21.2026	9:53 AM	0.64	
3	Al Gates Park	7.21.2026	10:20 AM	0.89	
3	Oreo Ranch	7.21.2026	10:39 AM	0.8	
3	Blackman	7.21.2026	11:17 AM	0.68	
3	Elliot Springs	7.21.2026	12:06 PM	0.81	
4	Hollow Springs	7.28.2026	9:31 AM	0.72	
4	Kapalua	7.28.2026	10:01 AM	0.73	
4	Al Gates Park	7.28.2026	10:30 AM	0.78	
4	Oreo Ranch	7.28.2026	10:57 AM	0.8	
4	Blackman	7.28.2026	11:50 AM	0.69	
4	Elliot Springs	7.28.2026	12:16 PM	0.67	

Monthly fluoride split sample results:

Date: 7.7.2026

Water System Results: 0.67 mg/L

Approved Lab: 0.72 mg/L

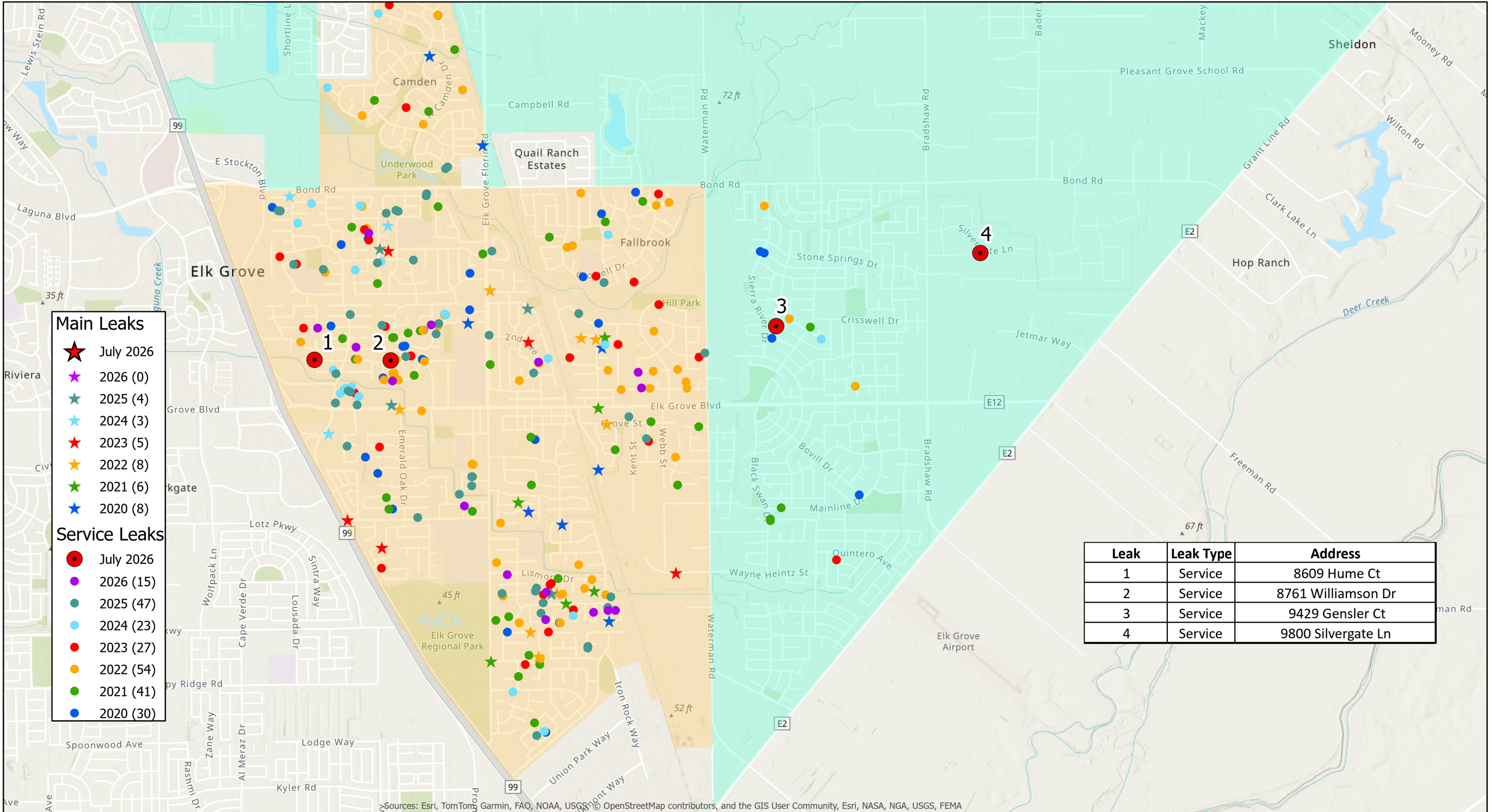
Contact Name: Aaron Hewitt

Telephone : (916) 585-9390

System PWS Number: 3410008

Elk Grove Water District
Safety Meetings/Training
July 2026

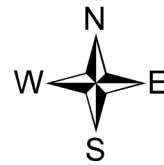
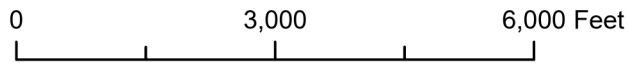
Date	Topic	Attendees	Hosted By
7/13/2026	Defensive Driving	Alan Aragon, Stefan Chanh, David Frederick, Gabriel Guerrero, Aaron Hewitt, James Hinegardner, Sean Hinton, Brandon Kent, Justin Mello, Jose Mendoza, Sal Mendoza, Michael Montiel, Emmanuel Vasquez, Brandon Wagner, Marcell Wilson	Sean Hinton & Aaron Hewitt
7/27/2026	Eye Safety	Alan Aragon, Stefan Chanh, David Frederick, Jaylyn Gordon-Ford, Aaron Hewitt, Sean Hinton, Brandon Kent, Justin Mello, Jose Mendoza, Sal Mendoza, Michael Montiel, Chris Phillips, Emmanuel Vasquez, Brandon Wagner, Marcell Wilson	Sean Hinton & Aaron Hewitt



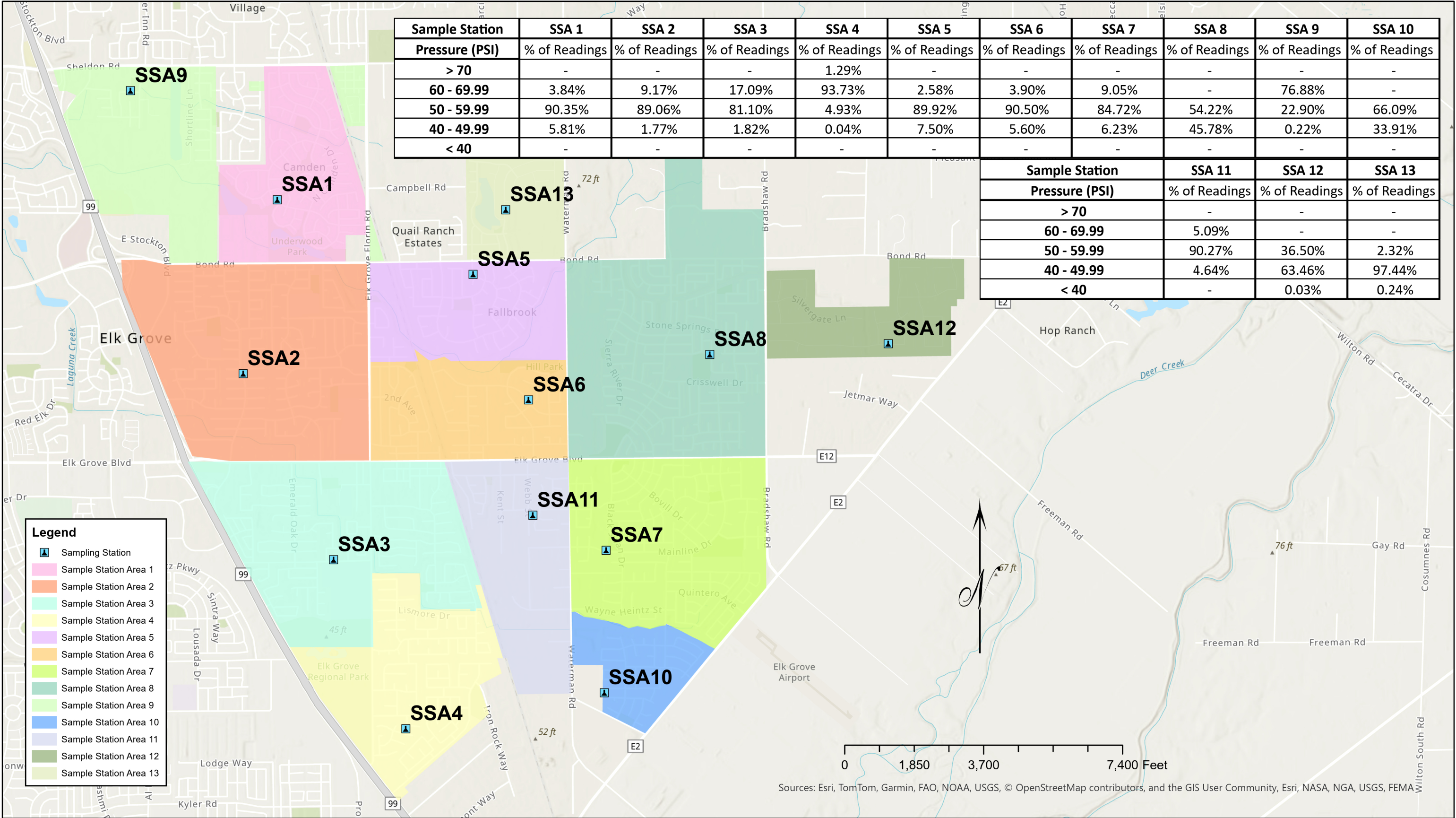
July 2026	
Main Line Leaks: 0	YTD: 0
Service Line Leaks: 4	YTD: 19
Total Leaks: 4	YTD: 19



Elk Grove Water District Main and Service Line Leaks Map



Elk Grove Water District	
Main & Service Line Leaks	
Created by: Richard Ko	
Date: August 7, 2026	



Sample Station	SSA 1	SSA 2	SSA 3	SSA 4	SSA 5	SSA 6	SSA 7	SSA 8	SSA 9	SSA 10
Pressure (PSI)	% of Readings	% of Readings	% of Readings	% of Readings	% of Readings	% of Readings	% of Readings	% of Readings	% of Readings	% of Readings
> 70	-	-	-	1.29%	-	-	-	-	-	-
60 - 69.99	3.84%	9.17%	17.09%	93.73%	2.58%	3.90%	9.05%	-	76.88%	-
50 - 59.99	90.35%	89.06%	81.10%	4.93%	89.92%	90.50%	84.72%	54.22%	22.90%	66.09%
40 - 49.99	5.81%	1.77%	1.82%	0.04%	7.50%	5.60%	6.23%	45.78%	0.22%	33.91%
< 40	-	-	-	-	-	-	-	-	-	-

Sample Station	SSA 11	SSA 12	SSA 13
Pressure (PSI)	% of Readings	% of Readings	% of Readings
> 70	-	-	-
60 - 69.99	5.09%	-	-
50 - 59.99	90.27%	36.50%	2.32%
40 - 49.99	4.64%	63.46%	97.44%
< 40	-	0.03%	0.24%

Legend

Sampling Station

Sample Station Area 1

Sample Station Area 2

Sample Station Area 3

Sample Station Area 4

Sample Station Area 5

Sample Station Area 6

Sample Station Area 7

Sample Station Area 8

Sample Station Area 9

Sample Station Area 10

Sample Station Area 11

Sample Station Area 12

Sample Station Area 13

Sample Stations: 13

July 2026



Elk Grove Water District

Sample Station Areas

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

Source: EGWD GIS Database

Modified by: Richard Ko

August 6, 2026