



Hidden Valley Lake Community Services District

Regular Board Meeting

Tuesday, May 17, 2022 – 7:00 PM

Attend in Person or Join by Teleconference

To join the meeting by Teleconference, go to www.hvllcsd.org select the May 17, 2022, Regular Board Meeting and select the Microsoft TEAMS link select Open Microsoft Teams select Join Now.

This meeting is being recorded for live streaming and broadcasting purposes.

PLACE: Hidden Valley Lake CSD
Administration Office, Boardroom
19400 Hartmann Road
Hidden Valley Lake, CA

1) **CALL TO ORDER**

2) **PLEDGE OF ALLEGIANCE**

3) **ROLL CALL**

4) **APPROVAL OF AGENDA**

5) **CONSENT CALENDAR**

A. **MINUTES**: Approval of the April 13, 2022, Finance Committee Meeting Minutes.

B. **MINUTES**: Approval of the April 13, 2022, Personnel Committee Meeting Minutes

C. **MINUTES**: Approval of the April 19, 2022, Regular Board of Directors Meeting Minutes.

C. **DISBURSEMENTS**: Check #039081 - #039167 including drafts and payroll for a total of \$306,915.98.

6) **BOARD COMMITTEE REPORTS** (for information only, no action anticipated)

Finance Committee

Personnel Committee

Emergency Preparedness Committee

Lake Water Use Agreement-Ad Hoc Committee

Trane Ad-Hoc Committee

Valley Oaks Project Ad-Hoc Committee

7) **STAFF REPORTS** (for information only, no action anticipated)

Financial Report:

Administration/Customer Service Report:

ACWA Committees Report:

Field Operations Report:

Projects Update:

General Managers Report:

8) **BOARD LIST OF PRIORITIES:** (for information only, no action anticipated)

Underground Infrastructure – Water Mainlines

I&I

Tank 9

Generators

SCADA

9) **PUBLIC HEARING FOR ORDINANCE 60:** Open Public Hearing for Public and Board Comments

CLOSE PUBLIC HEARING FOR ORDINANCE 60: Followed by a motion and Second, Vote to Accept or Decline Ordinance 60.

10) **DISCUSSION AND POSSIBLE ACTION:** Approve and Adopt SCADA Master Plan

11) **DISCUSSION AND POSSIBLE ACTION:** Authorize the General Manager to move forward with the North Shore Court Sewer Easement Project

12) **DISCUSSION AND POSSIBLE ACTION:** Review FY 2022-23 Budget

13) **DISCUSSION AND POSSIBLE ACTION:** Accept and Approve Amendment No. 1 to Agreement for Personal Services Between Hidden Valley Lake Community Services District and Dennis White Dated September 16, 2020.

14) **PUBLIC COMMENT**

15) **BOARD MEMBER COMMENT**

16) **ADJOURN**

Public records are available upon request. Board Packets are posted on our website at www.hvllcsd.org/meetings . In compliance to the Americans with Disabilities Act, if you need special accommodations to participate in or attend the meeting, please contact the District Office at 987-9201 at least 48 hours prior to the scheduled meeting. Members of the public shall be given the opportunity to comment on each agenda item before the Governing Board acts on that item, G.C. 54953.3. All other comments will be taken under Public Comment.



**HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT
FINANCE COMMITTEE REPORT
MEETING DATE:
April 13, 2022 – 12:30 P.M.**

The Hidden Valley Lake Community Services District Special Meeting of the Finance Committee was conducted in the District Boardroom at 19400 Hartmann Road, Hidden Valley Lake, California.

Present were:

Director Jim Freeman
Director Gary Graves
Dennis White, General Manager
Penny Cuadras, Administrative Services Manager
Trish Wilkinson, Accounting Supervisor

CALL TO ORDER

The meeting was called to order at 12:30 PM by Director Graves.

APPROVAL OF AGENDA

Moved by Director Freeman, to approve the April 13, 2022, Finance Committee agenda as presented. Seconded by Director Graves.

DISCUSSION AND POSSIBLE RECOMMENDATION:

Monthly Financial Reports & Disbursements

The Committee reviewed and discussed the financial reports for the period ending March 31, 2022. Staff addressed inquiries as presented by the Committee.

DISCUSSION AND POSSIBLE RECOMMENDATION:

NBS Fiscal Year 2021/22 Annual Reports

NBS Fiscal Year 2021/22 Annual Reports were reviewed and discussed, no recommendations.

DISCUSSION AND POSSIBLE RECOMMENDATION:

Budget Planning

The Committee recommends staff consider budgeting for a water buffalo and bottled water for customers that may experience service interruption due to mainline breaks.

The Committee recommends the budget be brought to the full Board in May followed with a request for approval in June.

DISCUSSION AND POSSIBLE RECOMMENDATION:

Projects Update

Staff provided updates to the Committee.

DISCUSSION AND POSSIBLE RECOMMENDATION:

Resolution 2022-xx Modifying Health Benefits For District Retirees For New Employees

The Committee recommends staff present to the full Board for further review and discussion.

DISCUSSION AND POSSIBLE RECOMMENDATION:

Alliant Property Appraisal Report

The Committee recommends staff evaluate the valuation report and consider options and provide for full Board to review.

DISCUSSION AND POSSIBLE RECOMMENDATION:

Project Manager Job Description

The Committee recommends an outside survey be conducted.

PUBLIC COMMENT

No Public Comment

COMMITTEE MEMBER COMMENT

Director Graves expressed appreciation to staff.

ADJOURNMENT

On a motion made by Director Freeman and seconded by Director Graves the Committee voted unanimously to adjourn the meeting.

Motion carries to adjourn the meeting at 2:12 PM.



**HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT
PERSONNEL COMMITTEE
Wednesday, April 13, 2022 – 8:30 A.M.
Meeting Minutes**

The Hidden Valley Lake Community Services District Finance Committee met at the District office located at 19400 Hartmann Road, Hidden Valley Lake, California.

Present were:

Director Claude Brown

Director Sean Millerick

Dennis White, General Manager

Penny Cuadras, Administrative Services Manager

CALL TO ORDER

The meeting was called to order at 8:33 a.m. by Director Millerick.

APPROVAL OF AGENDA

Motion by Director Brown to approve the April 13, 2022, Personnel Committee agenda as presented. Seconded by Director Millerick

REVIEW AND POSSIBLE RECOMMENDATION:

Resolution 2022-xx Modifying Health Benefits For District Retirees For New Employees

The Committee reviewed and discussed the proposed resolution and recommend presenting to the Board for further discussion.

REVIEW AND POSSIBLE RECOMMENDATION:

Project Manager Job Description

The Committee reviewed and discussed the Project Manager Job Description and recommend a salary survey be conducted utilizing the participating agencies from the 2019 Compensation and Classification Study.

PUBLIC COMMENT

No Public Comment

COMMITTEE MEMBER COMMENT

No Committee Member Comment

ADJOURNMENT

Motion by Director Brown to adjourn the meeting at 9:12 a.m. Seconded by Director Millerick



**HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS MEETING MINUTES
MEETING DATE: Tuesday, April 19, 2022– 7:00 PM**

The Regular Meeting of the Hidden Valley Lake Community Services District (District) Board of Directors was conducted in the District Boardroom at 19400 Hartmann Road Hidden Valley Lake, California.

Directors Present:

Director Gary Graves, President
Director Claude Brown, Vice President
Director Jim Lieberman
Director Sean Millerick

Staff Present:

General Manager, Dennis White
Administrative Services Manager, Penny Cuadras
Water Resources Specialist, Hannah Davidson
Project Manager, Alyssa Gordon
CivicSpark Fellow, Thomas Brown

Absent:

Director Jim Freeman

CALL TO ORDER

The meeting was called to order at 7:00 p.m. by Director Graves.

APPROVAL OF AGENDA

Moved by Director Lieberman to approve the April 19, 2022, Regular Board Agenda as presented. Seconded by Director Millerick.

Roll Call Vote:

AYES: (4) Directors, Brown, Lieberman, Millerick and Graves

NAYS: (0)

ABSTAIN: (0)

ABSENT: (1) Director Freeman

Motion carries to approve the April 19, 2022, Regular Board Agenda as presented.

CONSENT CALENDAR

Moved by Director Freeman to approve the Consent Calendar as presented. Seconded by Director Millerick.

- (A) MINUTES: Approval of the March 9, 2022, Finance Committee Meeting Minutes.
- (B) MINUTES: Approval of the March 15, 2022, Regular Board of Directors Meeting Minutes.
- (C) DISBURSEMENTS: Check #039004-#039080 including drafts and payroll for a total of \$401,491.63

No Further Discussion.

No Public Comment.

Roll Call Vote:

AYES: (4) Directors Brown, Lieberman, Millerick and Graves

NAYS: (0)

ABSTAIN: (0)

ABSENT: (1) Director Freeman

Motion carries to approve the Consent Calendar as written.

BOARD COMMITTEE REPORTS

Finance Committee: Met 4/13 Reviewed NBS FY Annual Report, Budget Planning and Alliant Appraisal Report

Personnel Committee: Met 4/13 report provided as agendaized

Emergency Preparedness Committee: Have not met

Lake Water Use Agreement Ad Hoc Committee: Have not met

Trane Energy Resilience Ad Hoc Committee: Have not met

Valley Oaks Ad Hoc Committee: Director Brown reported Grocery Outlet expected opening July 2022

STAFF REPORTS

Financial Report: No further discussion

Administration/Customer Services Report: Two empty lots remain in the Lock-off process for non-payment

Field Operation Report: No further discussion

ACWA State Legislative Committee: Hannah Davidson reported on water board and legislative position on: Drought Contingency Plan, Water Quality; Lead & Copper and Chromium 6 compliance

Projects Update: Alyssa Gordon provided an update on active projects. RFI on Defensible Space due May 3, 2022

General Manager Report: The General Manager discussed items in his report and responded to all inquiries.

REVIEW AND DISCUSS:

Sewer Ordinance

Following review and discussion, staff to completed recommended revisions, provide public notification as required and bring to the May Board meeting for consideration of final approval.

REVIEW AND DISCUSS: Resolution 2002-XX Modifying Health Benefits of District Retirees for New Employees

Pending CalPERS projection, staff to bring back to Board for review and consideration for approval.

PUBLIC COMMENT

Member of the public commented on the following:

Fire Station Event , great turnout by the community

Annual hydrant flushing

Fire Safe Counsel received a grant for chipping, \$30 membership fee includes 4 hours of free chipping.

BOARD MEMBER COMMENT

Director Lieberman expressed appreciation for intelligent and dedicated staff.

VENDOR SET: 01 Hidden Valley Lake

D I S B U R S E M E N T R E P O R T

BANK: ALL

VENDOR CLASS(ES): ALL CLASSES

REPORTING FUND NO#: 120 SEWER ENTERPRISE FUN

SORTED BY FUND

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-1002	PETTY CASH REIMBURSEMENT			N		FUND TOTAL FOR VENDOR	100.00
01-11	STATE OF CALIFORNIA EDD			N		FUND TOTAL FOR VENDOR	1,907.91
01-1392	MEDIACOM			N		FUND TOTAL FOR VENDOR	265.76
01-1579	SOUTH LAKE REFUSE & RECYC			N		FUND TOTAL FOR VENDOR	256.62
01-1705	SPECIAL DISTRICT RISK MAN			N		FUND TOTAL FOR VENDOR	18,257.77
01-1722	US DEPARTMENT OF THE TREA			N		FUND TOTAL FOR VENDOR	4,261.40
01-1751	USA BLUE BOOK			N		FUND TOTAL FOR VENDOR	2,815.34
01-1961	ACWA/JPIA			N		FUND TOTAL FOR VENDOR	581.96
01-21	CALIFORNIA PUBLIC EMPLOYE			N		FUND TOTAL FOR VENDOR	6,602.02
01-2111	DATAPROSE, LLC			N		FUND TOTAL FOR VENDOR	1,367.43
01-2195	TELSTAR INSTRUMENTS			N		FUND TOTAL FOR VENDOR	1,636.77
01-2283	ARMED FORCE PEST CONTROL,			N		FUND TOTAL FOR VENDOR	1,367.50
01-2538	HARDESTER'S MARKETS & HAR			N		FUND TOTAL FOR VENDOR	288.00
01-2541	MENDO MILL CLEARLAKE			N		FUND TOTAL FOR VENDOR	177.71
01-2585	TYLER TECHNOLOGY			N		FUND TOTAL FOR VENDOR	2,447.77
01-2672	ADTS, INC			N		FUND TOTAL FOR VENDOR	147.00
01-2684	OFFICE DEPOT, INC			N		FUND TOTAL FOR VENDOR	449.61
01-2699	MICHELLE HAMILTON			N		FUND TOTAL FOR VENDOR	1,695.00
01-2744	ADVENTIST HEALTH ST HELEN			N		FUND TOTAL FOR VENDOR	53.56
01-2749	NAPA AUTO PARTS			N		FUND TOTAL FOR VENDOR	51.63
01-2780	DNA RIDGE ROCK			N		FUND TOTAL FOR VENDOR	177.32
01-2788	GHD			N		FUND TOTAL FOR VENDOR	16,333.20
01-2816	CARDMEMBER SERVICE			N		FUND TOTAL FOR VENDOR	8,277.82
01-2817	MIKSIS SERVICES, INC.			N		FUND TOTAL FOR VENDOR	2,650.00
01-2820	ALPHA ANALYTICAL LABORATO			N		FUND TOTAL FOR VENDOR	2,448.00
01-2823	GARDENS BY JILLIAN			N		FUND TOTAL FOR VENDOR	100.00
01-2825	NATIONWIDE RETIREMENT SOL			N		FUND TOTAL FOR VENDOR	487.50

VENDOR SET: 01 Hidden Valley Lake

D I S B U R S E M E N T R E P O R T

BANK: ALL

VENDOR CLASS(ES): ALL CLASSES

REPORTING FUND NO#: 120 SEWER ENTERPRISE FUN

SORTED BY FUND

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-2827	SMITH CONSTRUCTION			N		FUND TOTAL FOR VENDOR	1,937.50
01-2842	COASTLAND CIVIL ENGINEERI			N		FUND TOTAL FOR VENDOR	9,179.09
01-2847	ALYSSA GORDON			N		FUND TOTAL FOR VENDOR	276.98
01-2880	MIDDLETOWN COPY & PRINT			N		FUND TOTAL FOR VENDOR	75.00
01-2891	HERC RENTALS INC.			N		FUND TOTAL FOR VENDOR	344.65
01-2909	STREAMLINE			N		FUND TOTAL FOR VENDOR	100.00
01-2914	RAY MORGAN COMPANY			N		FUND TOTAL FOR VENDOR	235.98
01-2917	AT&T MOBILITY			N		FUND TOTAL FOR VENDOR	67.00
01-2922	AMAZON CAPITAL SERVICES,			N		FUND TOTAL FOR VENDOR	154.32
01-2926	THATCHER COMPANY, INC.			N		FUND TOTAL FOR VENDOR	2,159.86
01-2945	APPLIED TECHNOLOGY SOLUTI			N		FUND TOTAL FOR VENDOR	493.75
01-2950	AFLAC			N		FUND TOTAL FOR VENDOR	171.20
01-2951	JENFITCH, LLC			N		FUND TOTAL FOR VENDOR	930.83
01-2990	REDWOOD COAST FUELS			N		FUND TOTAL FOR VENDOR	2,701.92
01-3020	US STANDARD PRODUCTS			N		FUND TOTAL FOR VENDOR	1,331.06
01-3022	WELLS FARGO FINANCIAL LEA			N		FUND TOTAL FOR VENDOR	181.06
01-3023	JL MECHANICAL			N		FUND TOTAL FOR VENDOR	145.00
01-3050	ALESHIRE & WYNDER, LLP			N		FUND TOTAL FOR VENDOR	246.50
01-3051	DEMARCO DESIGN			N		FUND TOTAL FOR VENDOR	97.50
01-3054	SMALLCOMB, LISA			N		FUND TOTAL FOR VENDOR	79.56
01-3057	HERO RENTS			N		FUND TOTAL FOR VENDOR	804.00
01-3058	NATHAN REESE			N		FUND TOTAL FOR VENDOR	19.01
01-8	AT&T			N		FUND TOTAL FOR VENDOR	140.94
01-981	U S POSTMASTER			N		FUND TOTAL FOR VENDOR	116.00

*** FUND TOTALS ***

97,193.31

VENDOR SET: 01 Hidden Valley Lake

D I S B U R S E M E N T R E P O R T

BANK: ALL

VENDOR CLASS(ES): ALL CLASSES

REPORTING FUND NO#: 130 WATER ENTERPRISE FUN

SORTED BY FUND

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-1	MISCELLANEOUS VENDOR			N		FUND TOTAL FOR VENDOR	1,171.26
01-1002	PETTY CASH REIMBURSEMENT			N		FUND TOTAL FOR VENDOR	100.00
01-11	STATE OF CALIFORNIA EDD			N		FUND TOTAL FOR VENDOR	1,917.43
01-111	JAMES DAY CONSTRUCTION, I			N		FUND TOTAL FOR VENDOR	315.00
01-1112	AMERICAN WATER WORKS ASSO			N		FUND TOTAL FOR VENDOR	473.00
01-1392	MEDIACOM			N		FUND TOTAL FOR VENDOR	265.77
01-1579	SOUTH LAKE REFUSE & RECYC			N		FUND TOTAL FOR VENDOR	256.61
01-1705	SPECIAL DISTRICT RISK MAN			N		FUND TOTAL FOR VENDOR	18,257.77
01-1722	US DEPARTMENT OF THE TREA			N		FUND TOTAL FOR VENDOR	4,327.11
01-1751	USA BLUE BOOK			N		FUND TOTAL FOR VENDOR	1,354.74
01-1961	ACWA/JPIA			N		FUND TOTAL FOR VENDOR	581.96
01-21	CALIFORNIA PUBLIC EMPLOYE			N		FUND TOTAL FOR VENDOR	6,527.00
01-2111	DATAPROSE, LLC			N		FUND TOTAL FOR VENDOR	1,367.45
01-2283	ARMED FORCE PEST CONTROL,			N		FUND TOTAL FOR VENDOR	1,367.50
01-2538	HARDESTER'S MARKETS & HAR			N		FUND TOTAL FOR VENDOR	194.07
01-2541	MENDO MILL CLEARLAKE			N		FUND TOTAL FOR VENDOR	177.73
01-2585	TYLER TECHNOLOGY			N		FUND TOTAL FOR VENDOR	2,447.78
01-2672	ADTS, INC			N		FUND TOTAL FOR VENDOR	147.00
01-2684	OFFICE DEPOT, INC			N		FUND TOTAL FOR VENDOR	449.60
01-2699	MICHELLE HAMILTON			N		FUND TOTAL FOR VENDOR	508.00
01-2702	PACE SUPPLY CORP			N		FUND TOTAL FOR VENDOR	6,678.41
01-2744	ADVENTIST HEALTH ST HELEN			N		FUND TOTAL FOR VENDOR	53.56
01-2749	NAPA AUTO PARTS			N		FUND TOTAL FOR VENDOR	51.63
01-2780	DNA RIDGE ROCK			N		FUND TOTAL FOR VENDOR	177.33
01-2788	GHD			N		FUND TOTAL FOR VENDOR	6,506.07
01-2816	CARDMEMBER SERVICE			N		FUND TOTAL FOR VENDOR	14,991.90
01-2820	ALPHA ANALYTICAL LABORATO			N		FUND TOTAL FOR VENDOR	600.00

VENDOR SET: 01 Hidden Valley Lake

D I S B U R S E M E N T R E P O R T

BANK: ALL

VENDOR CLASS(ES): ALL CLASSES

REPORTING FUND NO#: 130 WATER ENTERPRISE FUN

SORTED BY FUND

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099	G/L ACCT NO#	G/L NAME	G/L AMOUNT
01-2823	GARDENS BY JILLIAN			N		FUND TOTAL FOR VENDOR	100.00
01-2825	NATIONWIDE RETIREMENT SOL			N		FUND TOTAL FOR VENDOR	487.50
01-2827	SMITH CONSTRUCTION			N		FUND TOTAL FOR VENDOR	20,601.50
01-2842	COASTLAND CIVIL ENGINEERI			N		FUND TOTAL FOR VENDOR	155.00
01-2847	ALYSSA GORDON			N		FUND TOTAL FOR VENDOR	276.96
01-2878	BADGER METER			N		FUND TOTAL FOR VENDOR	7,031.91
01-2880	MIDDLETOWN COPY & PRINT			N		FUND TOTAL FOR VENDOR	418.20
01-2891	HERC RENTALS INC.			N		FUND TOTAL FOR VENDOR	344.64
01-2909	STREAMLINE			N		FUND TOTAL FOR VENDOR	100.00
01-2914	RAY MORGAN COMPANY			N		FUND TOTAL FOR VENDOR	235.97
01-2917	AT&T MOBILITY			N		FUND TOTAL FOR VENDOR	67.00
01-2945	APPLIED TECHNOLOGY SOLUTI			N		FUND TOTAL FOR VENDOR	493.75
01-2950	AFLAC			N		FUND TOTAL FOR VENDOR	171.22
01-2990	REDWOOD COAST FUELS			N		FUND TOTAL FOR VENDOR	2,701.92
01-3020	US STANDARD PRODUCTS			N		FUND TOTAL FOR VENDOR	1,331.06
01-3022	WELLS FARGO FINANCIAL LEA			N		FUND TOTAL FOR VENDOR	181.06
01-3023	JL MECHANICAL			N		FUND TOTAL FOR VENDOR	145.00
01-3050	ALESHIRE & WYNDER, LLP			N		FUND TOTAL FOR VENDOR	246.50
01-3051	DEMARCO DESIGN			N		FUND TOTAL FOR VENDOR	97.50
01-3054	SMALLCOMB, LISA			N		FUND TOTAL FOR VENDOR	79.56
01-3057	HERO RENTS			N		FUND TOTAL FOR VENDOR	804.01
01-3058	NATHAN REESE			N		FUND TOTAL FOR VENDOR	19.01
01-8	AT&T			N		FUND TOTAL FOR VENDOR	140.94
01-981	U S POSTMASTER			N		FUND TOTAL FOR VENDOR	116.00

*** FUND TOTALS ***

107,611.89

VENDOR SET: 01 Hidden Valley Lake

D I S B U R S E M E N T R E P O R T

BANK: ALL

VENDOR CLASS(ES): ALL CLASSES

REPORTING FUND NO#: 140 FLOOD ENTERPRISE FUN

SORTED BY FUND

VENDOR	NAME	NO# INVOICES	TOTAL AMOUNT	1099 ACCT NO#	G/L NAME	G/L AMOUNT
01-2816	CARDMEMBER SERVICE			N	FUND TOTAL FOR VENDOR	112.47
*** FUND TOTALS ***						112.47
*** REPORT TOTALS ***			204,917.67			204,917.67

G / L EXPENSE DISTRIBUTION

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
120 2075	AFLAC	171.20
120 2088	SURVIVOR BENEFITS - PERS	14.78
120 2090	PERS PAYABLE	2,878.32
120 2091	FIT PAYABLE	2,996.17
120 2092	CIT PAYABLE	1,426.97
120 2093	SOCIAL SECURITY PAYABLE	15.50
120 2094	MEDICARE PAYABLE	617.04
120 2095	S D I PAYABLE	468.11
120 2099	DEFERRED COMP - 457 PLAN	487.50
120 5-00-5025	RETIREE HEALTH BENEFITS	1,343.12
120 5-00-5060	GASOLINE, OIL & FUEL	2,701.92
120 5-00-5061	VEHICLE MAINT	270.25
120 5-00-5075	BANK FEES	0.67
120 5-00-5080	MEMBERSHIP & SUBSCRIPTIONS	100.00
120 5-00-5092	POSTAGE & SHIPPING	691.87
120 5-00-5121	LEGAL SERVICES	246.50
120 5-00-5122	ENGINEERING SERVICES	9,827.13
120 5-00-5130	PRINTING & PUBLICATION	866.56
120 5-00-5135	NEWSLETTER	97.50
120 5-00-5140	RENTS & LEASES	1,148.65
120 5-00-5145	EQUIPMENT RENTAL	2,354.54
120 5-00-5148	OPERATING SUPPLIES	4,175.24
120 5-00-5150	REPAIR & REPLACE	12,109.58
120 5-00-5155	MAINT BLDG & GROUNDS	1,467.50
120 5-00-5156	CUSTODIAL SERVICES	1,695.00
120 5-00-5191	TELEPHONE	473.70
120 5-00-5192	ELECTRICITY	2,400.05
120 5-00-5193	OTHER UTILITIES	256.62
120 5-00-5194	IT SERVICES	2,996.17

VENDOR SET: 01 Hidden Valley Lake

D I S B U R S E M E N T R E P O R T

BANK: ALL

VENDOR CLASS(ES): ALL CLASSES

REPORTING FUND NO#: 140 FLOOD ENTERPRISE FUN

SORTED BY FUND

G/L EXPENSE DISTRIBUTION

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
120 5-00-5195	ENV/MONITORING	2,448.00
120 5-00-5315	SAFETY EQUIPMENT	1,604.18
120 5-00-5545	RECORDING FEES	100.00
120 5-10-5010	SALARIES & WAGES	342.85
120 5-10-5020	EMPLOYEE BENEFITS	6,420.32
120 5-10-5021	RETIREMENT BENEFITS	2,092.25
120 5-10-5090	OFFICE SUPPLIES	444.96
120 5-10-5170	TRAVEL MILEAGE	218.05
120 5-10-5179	ADM MISC EXPENSES	31.37
120 5-30-5010	SALARIES & WAGES	270.69
120 5-30-5020	EMPLOYEE BENEFITS	9,301.21
120 5-30-5021	RETIREMENT BENEFITS	1,616.67
120 5-30-5170	TRAVEL MILEAGE	157.50
120 5-40-5010	DIRECTORS COMPENSATION	19.15
120 5-40-5020	DIRECTOR BENEFITS	6.75
120 5-40-5030	DIRECTOR HEALTH BENEFITS	1,981.72
120 5-70-7201	REGULATORY COMPLIANCE	9,333.41
120 5-70-7202	DISASTER MITIGATION	6,506.07
	** FUND TOTAL **	97,193.31
130 1052	ACCTS REC WATER USE	1,171.26
130 2075	AFLAC	171.22
130 2088	SURVIVOR BENEFITS - PERS	14.98
130 2090	PERS PAYABLE	2,857.65
130 2091	FIT PAYABLE	3,068.26
130 2092	CIT PAYABLE	1,438.83
130 2093	SOCIAL SECURITY PAYABLE	15.50
130 2094	MEDICARE PAYABLE	614.00
130 2095	S D I PAYABLE	465.79
130 2099	DEFERRED COMP - PLAN 457 PAYAB	487.50
130 5-00-5025	RETIREE HEALTH BENEFITS	1,343.12
130 5-00-5060	GASOLINE, OIL & FUEL	2,701.92
130 5-00-5061	VEHICLE MAINT	270.26
130 5-00-5075	BANK FEES	0.68
130 5-00-5080	MEMBERSHIP & SUBSCRIPTIONS	573.00
130 5-00-5092	POSTAGE & SHIPPING	981.87
130 5-00-5121	LEGAL SERVICES	246.50
130 5-00-5130	PRINTING & PUBLICATION	866.58
130 5-00-5135	NEWSLETTER	97.50
130 5-00-5140	RENT & LEASES	1,148.65
130 5-00-5145	EQUIPMENT RENTAL	2,354.53
130 5-00-5148	OPERATING SUPPLIES	166.30
130 5-00-5150	REPAIR & REPLACE	30,726.14
130 5-00-5155	MAINT BLDG & GROUNDS	1,467.50
130 5-00-5156	CUSTODIAL SERVICES	508.00
130 5-00-5191	TELEPHONE	473.71
130 5-00-5192	ELECTRICITY	10,751.94

VENDOR SET: 01 Hidden Valley Lake

D I S B U R S E M E N T R E P O R T

BANK: ALL

VENDOR CLASS(ES): ALL CLASSES

REPORTING FUND NO#: 140 FLOOD ENTERPRISE FUN

SORTED BY FUND

G/L EXPENSE DISTRIBUTION

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
130 5-00-5193	OTHER UTILITIES	256.61
130 5-00-5194	IT SERVICES	3,660.12
130 5-00-5195	ENV/MONITORING	600.00
130 5-00-5315	SAFETY EQUIPMENT	1,604.18
130 5-00-5545	RECORDING FEES	100.00
130 5-10-5010	SALARIES & WAGES	342.81
130 5-10-5020	EMPLOYEE BENEFITS	6,420.30
130 5-10-5021	RETIREMENT BENEFITS	2,092.19
130 5-10-5090	OFFICE SUPPLIES	444.95
130 5-10-5170	TRAVEL MILEAGE	218.04
130 5-10-5179	ADM MISC EXPENSES	31.37
130 5-30-5010	SALARIES & WAGES	267.44
130 5-30-5020	EMPLOYEE BENEFITS	9,301.21
130 5-30-5021	RETIREMENT BENEFITS	1,562.18
130 5-30-5170	TRAVEL MILEAGE	157.49
130 5-30-5175	EDUCATION / SEMINARS	190.00
130 5-40-5010	DIRECTORS COMPENSATION	19.10
130 5-40-5020	DIRECTOR BENEFITS	6.75
130 5-40-5030	DIRECTOR HEALTH BENEFITS	1,981.72
130 5-70-7202	DISASTER MITIGATION	6,661.07
130 5-70-7204	RELIABLE WATER SUPPLY	6,711.17
	** FUND TOTAL **	107,611.89
140 5-00-5192	ELECTRICITY	112.47
	** FUND TOTAL **	112.47

 ** TOTAL ** 204,917.67

NO ERRORS

SELECTION CRITERIA

VENDOR SET: 01 Hidden Valley Lake
VENDOR: ALL
BANK: ALL
VENDOR CLASS(ES): ALL CLASSES

TRANSACTION SELECTION

REPORTING: PAID ITEMS ,G/L DIST

	=====PAYMENT DATES=====	=====ITEM DATES=====	=====POSTING DATES=====
PAID ITEMS DATES	: 4/01/2022 THRU 4/30/2022	0/00/0000 THRU 99/99/9999	0/00/0000 THRU 99/99/9999

PRINT OPTIONS

REPORT SEQUENCE: FUND
G/L EXPENSE DISTRIBUTION: YES
CHECK RANGE: 000000 THRU 999999

HIDDEN VALLEY LAKE CSD
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2022

120-SEWER ENTERPRISE FUND
 FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>					
ALL REVENUE	<u>2,022,442.00</u>	<u>194,587.82</u>	<u>1,976,172.44</u>	<u>46,269.56</u>	<u>97.71</u>
TOTAL REVENUES	<u>2,022,442.00</u>	<u>194,587.82</u>	<u>1,976,172.44</u>	<u>46,269.56</u>	<u>97.71</u>
<u>EXPENDITURE SUMMARY</u>					
NON-DEPARTMENTAL	814,276.00	58,158.29	1,017,586.39	(203,310.39)	124.97
ADMINISTRATION	445,691.00	33,193.12	373,839.45	71,851.55	83.88
FIELD	432,267.00	30,013.47	349,717.34	82,549.66	80.90
DIRECTORS	32,708.00	2,158.54	22,347.48	10,360.52	68.32
SPECIAL PROJECTS	0.00	0.00	0.00	0.00	0.00
CAPITAL PROJECTS & EQUIP	<u>297,500.00</u>	<u>15,839.48</u>	<u>87,266.93</u>	<u>210,233.07</u>	<u>29.33</u>
TOTAL EXPENDITURES	<u>2,022,442.00</u>	<u>139,362.90</u>	<u>1,850,757.59</u>	<u>171,684.41</u>	<u>91.51</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	55,224.92	125,414.85	(125,414.85)	0.00

HIDDEN VALLEY LAKE CSD
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2022

120-SEWER ENTERPRISE FUND

REVENUES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
120-4020 INSPECTION FEES	500.00	0.00	1,000.00 (	500.00)	200.00
120-4036 DEVELOPER FEES SEWER	0.00	0.00	0.00	0.00	0.00
120-4040 LIEN RECORDING FEES	0.00	0.00	0.00	0.00	0.00
120-4045 AVAILABILITY FEES	5,500.00	15.00	5,007.30	492.70	91.04
120-4050 SALES OF RECLAIMED WATER	138,000.00	13,034.66	106,256.02	31,743.98	77.00
120-4111 COMM SEWER USE	61,985.00	10,143.62	53,104.94	8,880.06	85.67
120-4112 GOV'T SEWER USE	1,200.00	183.96	1,142.36	57.64	95.20
120-4116 SEWER USE CHARGES	1,634,882.00	153,353.63	1,369,176.59	265,705.41	83.75
120-4210 LATE FEE	22,000.00	5,034.99	26,870.85 (	4,870.85)	122.14
120-4300 MISC INCOME	2,500.00	0.00	1,648.22	851.78	65.93
120-4310 OTHER INCOME	2,600.00	159.87	239.87	2,360.13	9.23
120-4320 FEMA/CalOES GRANTS	0.00	0.00	117,723.31 (	117,723.31)	0.00
120-4325 GRANTS	0.00	12,662.09	293,856.56 (	293,856.56)	0.00
120-4505 LEASE INCOME	0.00	0.00	0.00	0.00	0.00
120-4550 INTEREST INCOME	2,000.00	0.00	146.42	1,853.58	7.32
120-4580 TRANSFERS IN	151,275.00	0.00	0.00	151,275.00	0.00
120-4591 INCOME APPLICABLE TO PRIOR YRS	0.00	0.00	0.00	0.00	0.00
120-4955 Gain/Loss	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	2,022,442.00	194,587.82	1,976,172.44	46,269.56	97.71
	=====	=====	=====	=====	=====

HIDDEN VALLEY LAKE CSD
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: APRIL 30TH, 2022

120-SEWER ENTERPRISE FUND
NON-DEPARTMENTAL
EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
120-5-00-5010 SALARY & WAGES	0.00	0.00	0.00	0.00	0.00
120-5-00-5020 EMPLOYEE BENEFITS	0.00	0.00	242.57 (	242.57)	0.00
120-5-00-5021 RETIREMENT BENEFITS	0.00	0.00	0.00	0.00	0.00
120-5-00-5024 WORKERS' COMP INSURANCE	10,100.00	0.00	10,049.34	50.66	99.50
120-5-00-5025 RETIREE HEALTH BENEFITS	8,189.00	671.55	6,585.78	1,603.22	80.42
120-5-00-5026 COBRA Health & Dental	0.00	0.00	0.00	0.00	0.00
120-5-00-5040 ELECTION EXPENSE	0.00	0.00	0.00	0.00	0.00
120-5-00-5050 DEPRECIATION	0.00	0.00	0.00	0.00	0.00
120-5-00-5060 GASOLINE, OIL & FUEL	20,000.00	2,701.92	18,633.11	1,366.89	93.17
120-5-00-5061 VEHICLE MAINT	18,000.00	269.22	27,531.80 (	9,531.80)	152.95
120-5-00-5062 TAXES & LIC	800.00	0.00	196.86	603.14	24.61
120-5-00-5074 INSURANCE	71,000.00	0.00	72,857.07 (	1,857.07)	102.62
120-5-00-5075 BANK FEES	21,000.00	1,989.45	23,952.86 (	2,952.86)	114.06
120-5-00-5080 MEMBERSHIP & SUBSCRIPTIONS	11,000.00	100.00	8,583.94	2,416.06	78.04
120-5-00-5092 POSTAGE & SHIPPING	7,000.00	691.87	5,682.62	1,317.38	81.18
120-5-00-5110 CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00	0.00
120-5-00-5121 LEGAL SERVICES	12,000.00	246.50	13,022.75 (	1,022.75)	108.52
120-5-00-5122 ENGINEERING SERVICES	50,000.00	9,827.13	41,792.90	8,207.10	83.59
120-5-00-5123 OTHER PROFESSIONAL SERVICE	20,000.00	0.00	4,895.52	15,104.48	24.48
120-5-00-5126 AUDIT SERVICES	7,500.00	0.00	5,950.00	1,550.00	79.33
120-5-00-5130 PRINTING & PUBLICATION	5,000.00	866.56	4,116.31	883.69	82.33
120-5-00-5135 NEWSLETTER	500.00	97.50	552.50 (	52.50)	110.50
120-5-00-5140 RENTS & LEASES	0.00	1,148.65	1,148.65 (	1,148.65)	0.00
120-5-00-5145 EQUIPMENT RENTAL	5,000.00	2,354.54	5,835.91 (	835.91)	116.72
120-5-00-5148 OPERATING SUPPLIES	48,000.00	4,175.24	55,543.93 (	7,543.93)	115.72
120-5-00-5150 REPAIR & REPLACE	149,900.00	12,109.58	156,201.57 (	6,301.57)	104.20
120-5-00-5155 MAINT BLDG & GROUNDS	8,000.00	1,467.50	9,332.22 (	1,332.22)	116.65
120-5-00-5156 CUSTODIAL SERVICES	16,500.00	1,695.00	10,135.50	6,364.50	61.43
120-5-00-5157 SECURITY	600.00	0.00	834.00 (	234.00)	139.00
120-5-00-5160 SLUDGE DISPOSAL	45,000.00	0.00	32,779.63	12,220.37	72.84
120-5-00-5165 TERTIARY POND MAINTENANCE	50,000.00	0.00	50,000.00	0.00	100.00
120-5-00-5180 UNCOLLECTABLE ACCOUNTS	0.00	0.00	0.00	0.00	0.00
120-5-00-5191 TELEPHONE	12,000.00	1,048.56	9,944.20	2,055.80	82.87
120-5-00-5192 ELECTRICITY	95,000.00	9,292.55	99,384.77 (	4,384.77)	104.62
120-5-00-5193 OTHER UTILITIES	2,500.00	256.62	2,337.30	162.70	93.49
120-5-00-5194 IT SERVICES	38,000.00	2,996.17	30,981.43	7,018.57	81.53
120-5-00-5195 ENV/MONITORING	35,000.00	2,448.00	30,992.50	4,007.50	88.55
120-5-00-5196 RISK MANAGEMENT	0.00	0.00	0.00	0.00	0.00
120-5-00-5198 ANNUAL OPERATING FEES	5,000.00	0.00	5,250.00 (	250.00)	105.00
120-5-00-5310 EQUIPMENT - FIELD	1,200.00	0.00	0.00	1,200.00	0.00
120-5-00-5311 EQUIPMENT - OFFICE	3,000.00	0.00	314.75	2,685.25	10.49
120-5-00-5312 TOOLS - FIELD	1,500.00	0.00	918.51	581.49	61.23
120-5-00-5315 SAFETY EQUIPMENT	3,500.00	1,604.18	15,431.69 (	11,931.69)	440.91
120-5-00-5510 SEWER OUTREACH	0.00	0.00	0.00	0.00	0.00
120-5-00-5545 RECORDING FEES	250.00	100.00	370.00 (	120.00)	148.00
120-5-00-5580 TRANSFERS OUT	32,237.00	0.00	255,203.90 (	222,966.90)	791.65
120-5-00-5590 NON-OPERATING OTHER	0.00	0.00	0.00	0.00	0.00
120-5-00-5591 EXPENSES APPLICABLE TO PRI	0.00	0.00	0.00	0.00	0.00
120-5-00-5600 CONTINGENCY	0.00	0.00	0.00	0.00	0.00

HIDDEN VALLEY LAKE CSD
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: APRIL 30TH, 2022

120-SEWER ENTERPRISE FUND
NON-DEPARTMENTAL
EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
120-5-00-5700 OVER / SHORT	0.00	0.00	0.00	0.00	0.00
TOTAL NON-DEPARTMENTAL	814,276.00	58,158.29	1,017,586.39 (	203,310.39)	124.97

HIDDEN VALLEY LAKE CSD
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: APRIL 30TH, 2022

120-SEWER ENTERPRISE FUND
ADMINISTRATION
EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
120-5-10-5010 SALARIES & WAGES	292,584.00	23,986.17	252,107.29	40,476.71	86.17
120-5-10-5020 EMPLOYEE BENEFITS	84,855.00	6,420.32	63,897.45	20,957.55	75.30
120-5-10-5021 RETIREMENT BENEFITS	56,902.00	2,092.25	50,895.38	6,006.62	89.44
120-5-10-5063 CERTIFICATIONS	500.00	0.00	0.00	500.00	0.00
120-5-10-5090 OFFICE SUPPLIES	4,000.00	444.96	2,905.56	1,094.44	72.64
120-5-10-5170 TRAVEL MILEAGE	2,500.00	218.05	2,669.73 (	169.73)	106.79
120-5-10-5175 EDUCATION / SEMINARS	4,000.00	0.00	1,196.00	2,804.00	29.90
120-5-10-5179 ADM MISC EXPENSES	350.00	31.37	168.04	181.96	48.01
TOTAL ADMINISTRATION	445,691.00	33,193.12	373,839.45	71,851.55	83.88

HIDDEN VALLEY LAKE CSD
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: APRIL 30TH, 2022

120-SEWER ENTERPRISE FUND
FIELD
EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
120-5-30-5010 SALARIES & WAGES	244,081.00	18,938.09	209,090.67	34,990.33	85.66
120-5-30-5020 EMPLOYEE BENEFITS	128,742.00	9,301.21	90,181.86	38,560.14	70.05
120-5-30-5021 RETIREMENT BENEFITS	50,444.00	1,616.67	45,679.30	4,764.70	90.55
120-5-30-5022 CLOTHING ALLOWANCE	2,000.00	0.00	2,501.97 (	501.97)	125.10
120-5-30-5063 CERTIFICATIONS	1,500.00	0.00	488.53	1,011.47	32.57
120-5-30-5090 OFFICE SUPPLIES	1,000.00	0.00	197.16	802.84	19.72
120-5-30-5170 TRAVEL MILEAGE	500.00	157.50	1,215.60 (	715.60)	243.12
120-5-30-5175 EDUCATION / SEMINARS	4,000.00	0.00	362.25	3,637.75	9.06
TOTAL FIELD	432,267.00	30,013.47	349,717.34	82,549.66	80.90

HIDDEN VALLEY LAKE CSD
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2022

120-SEWER ENTERPRISE FUND

DIRECTORS

EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
120-5-40-5010 DIRECTORS COMPENSATION	3,000.00	269.15	2,691.50	308.50	89.72
120-5-40-5020 DIRECTOR BENEFITS	230.00	6.75	75.00	155.00	32.61
120-5-40-5030 DIRECTOR HEALTH BENEFITS	24,178.00	1,882.64	18,531.09	5,646.91	76.64
120-5-40-5170 TRAVEL MILEAGE	200.00	0.00	112.11	87.89	56.06
120-5-40-5175 EDUCATION / SEMINARS	1,500.00	0.00	937.78	562.22	62.52
120-5-40-5176 DIRECTOR TRAINING	3,600.00	0.00	0.00	3,600.00	0.00
TOTAL DIRECTORS	32,708.00	2,158.54	22,347.48	10,360.52	68.32

HIDDEN VALLEY LAKE CSD
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: APRIL 30TH, 2022

120-SEWER ENTERPRISE FUND
SPECIAL PROJECTS
EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
120-5-60-6009 ACCESS RD	0.00	0.00	0.00	0.00	0.00
120-5-60-6010 LNU COMPLEX - A	0.00	0.00	0.00	0.00	0.00
120-5-60-6011 LNU COMPLEX - B	0.00	0.00	0.00	0.00	0.00
TOTAL SPECIAL PROJECTS	0.00	0.00	0.00	0.00	0.00

HIDDEN VALLEY LAKE CSD
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2022

120-SEWER ENTERPRISE FUND
 CAPITAL PROJECTS & EQUIP
 EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
120-5-70-7201 REGULATORY COMPLIANCE	212,500.00	9,333.41	66,719.20	145,780.80	31.40
120-5-70-7202 DISASTER MITIGATION	40,000.00	6,506.07	20,547.73	19,452.27	51.37
120-5-70-7203 DISASTER RECOVERY	0.00	0.00	0.00	0.00	0.00
120-5-70-7205 RISK MANAGEMENT	45,000.00	0.00	0.00	45,000.00	0.00
120-5-70-7206 RECORDS RETENTION	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL PROJECTS & EQUIP	297,500.00	15,839.48	87,266.93	210,233.07	29.33
TOTAL EXPENDITURES	2,022,442.00	139,362.90	1,850,757.59	171,684.41	91.51
REVENUES OVER/(UNDER) EXPENDITURES	0.00	55,224.92	125,414.85	(125,414.85)	0.00

*** END OF REPORT ***

HIDDEN VALLEY LAKE CSD
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: APRIL 30TH, 2022

130-WATER ENTERPRISE FUND
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>					
ALL REVENUE	<u>2,763,600.00</u>	<u>225,222.72</u>	<u>2,596,499.40</u>	<u>167,100.60</u>	<u>93.95</u>
TOTAL REVENUES	<u>2,763,600.00</u>	<u>225,222.72</u>	<u>2,596,499.40</u>	<u>167,100.60</u>	<u>93.95</u>
<u>EXPENDITURE SUMMARY</u>					
NON-DEPARTMENTAL	984,234.00	85,852.94	952,778.61	31,455.39	96.80
ADMINISTRATION	444,891.00	33,193.17	374,817.34	70,073.66	84.25
FIELD	432,867.00	29,922.09	342,294.64	90,572.36	79.08
DIRECTORS	34,108.00	2,158.47	22,346.89	11,761.11	65.52
SPECIAL PROJECTS	0.00	0.00	0.00	0.00	0.00
CAPITAL PROJECTS & EQUIP	<u>867,500.00</u>	<u>13,372.24</u>	<u>462,918.58</u>	<u>404,581.42</u>	<u>53.36</u>
TOTAL EXPENDITURES	<u>2,763,600.00</u>	<u>164,498.91</u>	<u>2,155,156.06</u>	<u>608,443.94</u>	<u>77.98</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	60,723.81	441,343.34 (	441,343.34)	0.00

HIDDEN VALLEY LAKE CSD
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2022

130-WATER ENTERPRISE FUND
 REVENUES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
130-4035 RECONNECT FEE	5,000.00	495.00	2,725.00	2,275.00	54.50
130-4036 DEVELOPER FEES WATER	0.00	0.00	0.00	0.00	0.00
130-4038 COMM WATER METER INSTALL	0.00	0.00	0.00	0.00	0.00
130-4039 WATER CONNECTION FEE	2,754.00	459.00	6,426.00 (	3,672.00)	233.33
130-4040 LIEN RECORDING FEES	1,200.00	0.00	5,848.79 (	4,648.79)	487.40
130-4045 AVAILABILITY FEES	22,000.00	120.00	20,149.20	1,850.80	91.59
130-4110 COMM WATER USE	126,948.00	10,686.31	57,000.53	69,947.47	44.90
130-4111 BULK WATER SALES	0.00	944.04	9,486.93 (	9,486.93)	0.00
130-4112 GOV'T WATER USE	6,200.00	1,151.62	5,562.37	637.63	89.72
130-4115 WATER USE	2,462,899.00	207,158.41	2,064,238.66	398,660.34	83.81
130-4210 LATE FEE	32,000.00	3,998.48	38,894.61 (	6,894.61)	121.55
130-4215 RETURNED CHECK FEE	200.00	50.00	700.00 (	500.00)	350.00
130-4300 MISC INCOME	1,500.00	0.00	1,712.45 (	212.45)	114.16
130-4310 OTHER INCOME	1,500.00	159.86	239.86	1,260.14	15.99
130-4320 FEMA/CalOES GRANTS	0.00	0.00	138,470.47 (	138,470.47)	0.00
130-4325 GRANTS	0.00	0.00	58,496.00 (	58,496.00)	0.00
130-4330 HYDRANT METER USE DEPOSIT	0.00	0.00	9,720.00 (	9,720.00)	0.00
130-4505 LEASE INCOME	0.00	0.00	0.00	0.00	0.00
130-4550 INTEREST INCOME	4,052.00	0.00	226.66	3,825.34	5.59
130-4580 TRANSFER IN	97,347.00	0.00	176,601.87 (	79,254.87)	181.41
130-4591 INCOME APPLICABLE TO PRIOR YRS	0.00	0.00	0.00	0.00	0.00
130-4955 Gain/Loss	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	2,763,600.00	225,222.72	2,596,499.40	167,100.60	93.95

HIDDEN VALLEY LAKE CSD
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: APRIL 30TH, 2022

130-WATER ENTERPRISE FUND
NON-DEPARTMENTAL
EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
130-5-00-5010 SALARY & WAGES	0.00	0.00	0.00	0.00	0.00
130-5-00-5020 EMPLOYEE BENEFITS	0.00	0.00	564.27 (	564.27)	0.00
130-5-00-5021 RETIREMENT BENEFITS	0.00	0.00	0.00	0.00	0.00
130-5-00-5024 WORKERS' COMP INSURANCE	10,100.00	0.00	10,049.34	50.66	99.50
130-5-00-5025 RETIREE HEALTH BENEFITS	8,189.00	671.57	6,585.85	1,603.15	80.42
130-5-00-5026 COBRA Health & Dental	0.00	0.00	0.00	0.00	0.00
130-5-00-5040 ELECTION EXPENSE	0.00	0.00	0.00	0.00	0.00
130-5-00-5050 DEPRECIATION	0.00	0.00	0.00	0.00	0.00
130-5-00-5060 GASOLINE, OIL & FUEL	20,000.00	2,701.92	18,633.04	1,366.96	93.17
130-5-00-5061 VEHICLE MAINT	12,500.00	269.22	16,800.58 (	4,300.58)	134.40
130-5-00-5062 TAXES & LIC	1,200.00	0.00	224.86	975.14	18.74
130-5-00-5074 INSURANCE	71,000.00	0.00	72,857.07 (	1,857.07)	102.62
130-5-00-5075 BANK FEES	21,000.00	1,989.44	23,960.10 (	2,960.10)	114.10
130-5-00-5080 MEMBERSHIP & SUBSCRIPTIONS	28,000.00	573.00	27,094.94	905.06	96.77
130-5-00-5092 POSTAGE & SHIPPING	7,000.00	981.87	5,972.54	1,027.46	85.32
130-5-00-5110 CONTRACTUAL SERVICES	0.00	0.00	0.00	0.00	0.00
130-5-00-5121 LEGAL SERVICES	65,000.00	246.50	17,567.75	47,432.25	27.03
130-5-00-5122 ENGINEERING SERVICES	65,000.00	0.00	13,163.75	51,836.25	20.25
130-5-00-5123 OTHER PROFESSIONAL SERVICE	45,000.00	0.00	11,138.66	33,861.34	24.75
130-5-00-5124 WATER RIGHTS	0.00	0.00	4,574.18 (	4,574.18)	0.00
130-5-00-5126 AUDIT SERVICES	7,500.00	0.00	5,950.00	1,550.00	79.33
130-5-00-5130 PRINTING & PUBLICATION	7,500.00	866.58	4,534.55	2,965.45	60.46
130-5-00-5135 NEWSLETTER	500.00	97.50	552.50 (	52.50)	110.50
130-5-00-5140 RENT & LEASES	0.00	1,148.65	1,148.65 (	1,148.65)	0.00
130-5-00-5145 EQUIPMENT RENTAL	10,000.00	2,354.53	60,626.23 (	50,626.23)	606.26
130-5-00-5148 OPERATING SUPPLIES	5,000.00	166.30	3,659.85	1,340.15	73.20
130-5-00-5150 REPAIR & REPLACE	168,900.00	30,592.57	182,439.06 (	13,539.06)	108.02
130-5-00-5155 MAINT BLDG & GROUNDS	12,000.00	1,467.50	8,936.68	3,063.32	74.47
130-5-00-5156 CUSTODIAL SERVICES	5,000.00	508.00	2,774.00	2,226.00	55.48
130-5-00-5157 SECURITY	5,000.00	0.00	456.00	4,544.00	9.12
130-5-00-5180 UNCOLLECTABLE ACCOUNTS	0.00	0.00	0.00	0.00	0.00
130-5-00-5191 TELEPHONE	11,000.00	1,048.57	9,944.09	1,055.91	90.40
130-5-00-5192 ELECTRICITY	178,000.00	33,948.31	148,519.63	29,480.37	83.44
130-5-00-5193 OTHER UTILITIES	2,500.00	256.61	2,337.21	162.79	93.49
130-5-00-5194 IT SERVICES	40,000.00	3,660.12	40,971.79 (	971.79)	102.43
130-5-00-5195 ENV/MONITORING	17,000.00	600.00	11,126.50	5,873.50	65.45
130-5-00-5196 RISK MANAGEMENT	0.00	0.00	0.00	0.00	0.00
130-5-00-5198 ANNUAL OPERATING FEES	33,000.00	0.00	34,612.30 (	1,612.30)	104.89
130-5-00-5310 EQUIPMENT - FIELD	1,000.00	0.00	0.00	1,000.00	0.00
130-5-00-5311 EQUIPMENT - OFFICE	1,000.00	0.00	314.75	685.25	31.48
130-5-00-5312 TOOLS - FIELD	1,500.00	0.00	1,704.90 (	204.90)	113.66
130-5-00-5315 SAFETY EQUIPMENT	3,000.00	1,604.18	15,427.58 (	12,427.58)	514.25
130-5-00-5505 WATER CONSERVATION	5,000.00	0.00	2,020.28	2,979.72	40.41
130-5-00-5520 HYDRANT DEPOSIT REFUND	0.00	0.00	0.00	0.00	0.00
130-5-00-5545 RECORDING FEES	250.00	100.00	370.00 (	120.00)	148.00
130-5-00-5580 TRANSFERS OUT	115,595.00	0.00	185,165.13 (	69,570.13)	160.18
130-5-00-5590 NON-OPERATING OTHER	0.00	0.00	0.00	0.00	0.00
130-5-00-5591 EXPENSES APPLICABLE TO PRI	0.00	0.00	0.00	0.00	0.00
130-5-00-5600 CONTINGENCY	0.00	0.00	0.00	0.00	0.00

HIDDEN VALLEY LAKE CSD
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: APRIL 30TH, 2022

130-WATER ENTERPRISE FUND
NON-DEPARTMENTAL
EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
TOTAL NON-DEPARTMENTAL	984,234.00	85,852.94	952,778.61	31,455.39	96.80

HIDDEN VALLEY LAKE CSD
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: APRIL 30TH, 2022

130-WATER ENTERPRISE FUND
ADMINISTRATION
EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
130-5-10-5010 SALARIES & WAGES	292,584.00	23,986.32	252,108.63	40,475.37	86.17
130-5-10-5020 EMPLOYEE BENEFITS	84,855.00	6,420.30	63,896.08	20,958.92	75.30
130-5-10-5021 RETIREMENT BENEFITS	56,902.00	2,092.19	50,894.95	6,007.05	89.44
130-5-10-5063 CERTIFICATIONS	200.00	0.00	0.00	200.00	0.00
130-5-10-5090 OFFICE SUPPLIES	4,000.00	444.95	3,621.72	378.28	90.54
130-5-10-5170 TRAVEL MILEAGE	2,000.00	218.04	2,751.91 (	751.91)	137.60
130-5-10-5175 EDUCATION / SEMINARS	4,000.00	0.00	1,196.00	2,804.00	29.90
130-5-10-5179 ADM MISC EXPENSES	350.00	31.37	348.05	1.95	99.44
130-5-10-5505 WATER CONSERVATION	0.00	0.00	0.00	0.00	0.00
TOTAL ADMINISTRATION	444,891.00	33,193.17	374,817.34	70,073.66	84.25

HIDDEN VALLEY LAKE CSD
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: APRIL 30TH, 2022

130-WATER ENTERPRISE FUND
FIELD
EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
130-5-30-5010 SALARIES & WAGES	244,081.00	18,711.21	200,497.08	43,583.92	82.14
130-5-30-5020 EMPLOYEE BENEFITS	128,742.00	9,301.21	89,832.68	38,909.32	69.78
130-5-30-5021 RETIREMENT BENEFITS	50,444.00	1,562.18	44,497.85	5,946.15	88.21
130-5-30-5022 CLOTHING ALLOWANCE	2,000.00	0.00	2,501.95 (	501.95)	125.10
130-5-30-5063 CERTIFICATIONS	600.00	0.00	290.00	310.00	48.33
130-5-30-5090 OFFICE SUPPLIES	1,000.00	0.00	197.16	802.84	19.72
130-5-30-5170 TRAVEL MILEAGE	2,000.00	157.49	2,340.42 (	340.42)	117.02
130-5-30-5175 EDUCATION / SEMINARS	4,000.00	190.00	2,137.50	1,862.50	53.44
TOTAL FIELD	432,867.00	29,922.09	342,294.64	90,572.36	79.08

HIDDEN VALLEY LAKE CSD
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: APRIL 30TH, 2022

130-WATER ENTERPRISE FUND

DIRECTORS

EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
130-5-40-5010 DIRECTORS COMPENSATION	3,000.00	269.10	2,691.00	309.00	89.70
130-5-40-5020 DIRECTOR BENEFITS	230.00	6.75	75.00	155.00	32.61
130-5-40-5030 DIRECTOR HEALTH BENEFITS	24,178.00	1,882.62	18,531.01	5,646.99	76.64
130-5-40-5080 MEMBERSHIP & SUBSCRIPTION	0.00	0.00	0.00	0.00	0.00
130-5-40-5170 TRAVEL MILEAGE	200.00	0.00	112.11	87.89	56.06
130-5-40-5175 EDUCATION / SEMINARS	1,500.00	0.00	937.77	562.23	62.52
130-5-40-5176 DIRECTOR TRAINING	5,000.00	0.00	0.00	5,000.00	0.00
TOTAL DIRECTORS	34,108.00	2,158.47	22,346.89	11,761.11	65.52

HIDDEN VALLEY LAKE CSD
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: APRIL 30TH, 2022

130-WATER ENTERPRISE FUND
SPECIAL PROJECTS
EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
130-5-60-6010 LNU COMPLEX - A	0.00	0.00	0.00	0.00	0.00
130-5-60-6011 LNU COMPLEX - B	0.00	0.00	0.00	0.00	0.00
TOTAL SPECIAL PROJECTS	0.00	0.00	0.00	0.00	0.00

HIDDEN VALLEY LAKE CSD
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2022

130-WATER ENTERPRISE FUND
 CAPITAL PROJECTS & EQUIP
 EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
130-5-70-7201 REGULATORY COMPLIANCE	0.00	0.00	0.00	0.00	0.00
130-5-70-7202 DISASTER MITIGATION	30,000.00	6,661.07	20,857.71	9,142.29	69.53
130-5-70-7203 DISASTER RECOVERY	0.00	0.00	0.00	0.00	0.00
130-5-70-7204 RELIABLE WATER SUPPLY	837,500.00	6,711.17	442,060.87	395,439.13	52.78
130-5-70-7205 RISK MANAGEMENT	0.00	0.00	0.00	0.00	0.00
130-5-70-7206 RECORDS RETENTION	0.00	0.00	0.00	0.00	0.00
TOTAL CAPITAL PROJECTS & EQUIP	867,500.00	13,372.24	462,918.58	404,581.42	53.36
TOTAL EXPENDITURES	2,763,600.00	164,498.91	2,155,156.06	608,443.94	77.98
REVENUES OVER/(UNDER) EXPENDITURES	0.00	60,723.81	441,343.34	(441,343.34)	0.00

*** END OF REPORT ***

HIDDEN VALLEY LAKE CSD
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2022

215-RECA REDEMPTION 1995-2
 FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>					
ALL REVENUE	<u>293,494.00</u>	<u>1,204.92</u>	<u>156,788.55</u>	<u>136,705.45</u>	<u>53.42</u>
TOTAL REVENUES	293,494.00	1,204.92	156,788.55	136,705.45	53.42
	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>					
NON-DEPARTMENTAL	<u>293,494.00</u>	<u>0.00</u>	<u>292,765.38</u>	<u>728.62</u>	<u>99.75</u>
TOTAL EXPENDITURES	293,494.00	0.00	292,765.38	728.62	99.75
	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0.00	1,204.92	(135,976.83)	135,976.83	0.00

HIDDEN VALLEY LAKE CSD
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2022

215-RECA REDEMPTION 1995-2

REVENUES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
215-4525 PRO-RATA BOND PAYMENT FEE	1,994.00	0.00	0.00	1,994.00	0.00
215-4530 TAXES, ASSMT & BOND PROCEEDS	275,000.00	1,204.92	134,667.63	140,332.37	48.97
215-4540 DELINQUENT ASSESSMENTS	5,250.00	0.00	12,105.60 (	6,855.60)	230.58
215-4541 DELINQ PENALTY & INTEREST	5,520.00	0.00	9,719.46 (	4,199.46)	176.08
215-4542 DELINQ ASSMT MONTHLY PENALTY	4,530.00	0.00	0.00	4,530.00	0.00
215-4550 INTEREST INCOME	1,200.00	0.00	295.86	904.14	24.66
215-4580 TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	293,494.00	1,204.92	156,788.55	136,705.45	53.42
	=====	=====	=====	=====	=====

HIDDEN VALLEY LAKE CSD
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2022

215-RECA REDEMPTION 1995-2
 NON-DEPARTMENTAL
 EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
215-5-00-5075 BANK FEES	0.00	0.00	0.00	0.00	0.00
215-5-00-5123 OTHER PROFESSIONAL SERVICE	8,263.00	0.00	7,534.38	728.62	91.18
215-5-00-5125 BOND PREMIUM	0.00	0.00	0.00	0.00	0.00
215-5-00-5522 INTEREST ON LONG-TERM DEBT	93,231.00	0.00	93,231.00	0.00	100.00
215-5-00-5580 TRANSFER OUT	0.00	0.00	0.00	0.00	0.00
215-5-00-5590 COST OF ISSUANCE	0.00	0.00	0.00	0.00	0.00
215-5-00-5599 PRINCIPAL PMT	192,000.00	0.00	192,000.00	0.00	100.00
215-5-00-5600 CONTINGENCY	0.00	0.00	0.00	0.00	0.00
TOTAL NON-DEPARTMENTAL	293,494.00	0.00	292,765.38	728.62	99.75
TOTAL EXPENDITURES	293,494.00	0.00	292,765.38	728.62	99.75
	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0.00	1,204.92	(135,976.83)	135,976.83	0.00
	=====	=====	=====	=====	=====

*** END OF REPORT ***

HIDDEN VALLEY LAKE CSD
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2022

218-CIEDEB REDEMPTION FUND
 FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>					
ALL REVENUE	<u>170,746.00</u>	<u>9,137.00</u>	<u>179,122.41</u>	<u>(8,376.41)</u>	<u>104.91</u>
TOTAL REVENUES	<u>170,746.00</u>	<u>9,137.00</u>	<u>179,122.41</u>	<u>(8,376.41)</u>	<u>104.91</u>
<u>EXPENDITURE SUMMARY</u>					
NON-DEPARTMENTAL	<u>170,746.00</u>	<u>0.00</u>	<u>170,416.23</u>	<u>329.77</u>	<u>99.81</u>
TOTAL EXPENDITURES	<u>170,746.00</u>	<u>0.00</u>	<u>170,416.23</u>	<u>329.77</u>	<u>99.81</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	9,137.00	8,706.18	(8,706.18)	0.00

HIDDEN VALLEY LAKE CSD
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2022

218-CIEDB REDEMPTION FUND
 REVENUES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
218-4030 WATER CAPACITY FEES	54,822.00	9,137.00	119,918.00 (	65,096.00)	218.74
218-4115 WATER USE CIEDB	0.00	0.00	0.00	0.00	0.00
218-4550 INTEREST INCOME	400.00	0.00	175.80	224.20	43.95
218-4580 TRANSFERS IN	115,524.00	0.00	59,028.61	56,495.39	51.10
218-4596 USER/NEW DEVELOPMT PORTION	0.00	0.00	0.00	0.00	0.00
TOTAL REVENUES	170,746.00	9,137.00	179,122.41 (	8,376.41)	104.91
	=====	=====	=====	=====	=====

HIDDEN VALLEY LAKE CSD
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2022

218-CIEDB REDEMPTION FUND
 NON-DEPARTMENTAL
 EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
218-5-00-5092 POSTAGE & SHIPPING	0.00	0.00	0.00	0.00	0.00
218-5-00-5522 INTEREST ON LONG-TERM DEBT	52,035.00	0.00	52,035.24 (	0.24)	100.00
218-5-00-5580 TRANSFER OUT	0.00	0.00	0.00	0.00	0.00
218-5-00-5595 CIEDB LOAN ANNUAL FEE	4,816.00	0.00	4,485.80	330.20	93.14
218-5-00-5599 PRINCIPAL PMT	113,895.00	0.00	113,895.19 (	0.19)	100.00
218-5-00-5600 CONTINGENCY	0.00	0.00	0.00	0.00	0.00
TOTAL NON-DEPARTMENTAL	170,746.00	0.00	170,416.23	329.77	99.81
TOTAL EXPENDITURES	170,746.00	0.00	170,416.23	329.77	99.81
	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0.00	9,137.00	8,706.18 (	8,706.18)	0.00
	=====	=====	=====	=====	=====

*** END OF REPORT ***

HIDDEN VALLEY LAKE CSD
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2022

219-USDA SOLAR LOAN
 FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>					
ALL REVENUE	<u>32,250.00</u>	<u>0.00</u>	<u>32,243.77</u>	<u>6.23</u>	<u>99.98</u>
TOTAL REVENUES	32,250.00	0.00	32,243.77	6.23	99.98
	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>					
NON-DEPARTMENTAL	<u>32,238.00</u>	<u>0.00</u>	<u>32,237.50</u>	<u>0.50</u>	<u>100.00</u>
TOTAL EXPENDITURES	32,238.00	0.00	32,237.50	0.50	100.00
	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	12.00	0.00	6.27	5.73	52.25

HIDDEN VALLEY LAKE CSD
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: APRIL 30TH, 2022

219-USDA SOLAR LOAN
REVENUES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
219-4300 MISC INCOME	0.00	0.00	0.00	0.00	0.00
219-4550 INTEREST INCOME	12.00	0.00	6.27	5.73	52.25
219-4580 TRANSFERS IN	32,238.00	0.00	32,237.50	0.50	100.00
TOTAL REVENUES	32,250.00	0.00	32,243.77	6.23	99.98
	=====	=====	=====	=====	=====

HIDDEN VALLEY LAKE CSD
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2022

219-USDA SOLAR LOAN
 NON-DEPARTMENTAL
 EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	BUDGET BALANCE	% OF BUDGET
219-5-00-5092 POSTAGE & SHIPPING	0.00	0.00	0.00	0.00	0.00
219-5-00-5522 INTEREST ON LONG-TERM DEBT	14,738.00	0.00	14,737.50	0.50	100.00
219-5-00-5523 INTEREST EXPENSE	0.00	0.00	0.00	0.00	0.00
219-5-00-5580 TRANSFER OUT	0.00	0.00	0.00	0.00	0.00
219-5-00-5599 PRINCIPAL PMT	17,500.00	0.00	17,500.00	0.00	100.00
TOTAL NON-DEPARTMENTAL	32,238.00	0.00	32,237.50	0.50	100.00
TOTAL EXPENDITURES	32,238.00	0.00	32,237.50	0.50	100.00
REVENUES OVER/ (UNDER) EXPENDITURES	12.00	0.00	6.27	5.73	52.25

*** END OF REPORT ***



Hidden Valley Lake Community Services District
Financial Activity, Cash and Investment Summary
As of April 30, 2022
(Rounded and Unaudited)

	Operating Checking	Money Market	LAIF	Bond Trustee	Total All Cash/Investment Accounts
	West America Bank 1010	West America Bank 1130	State Treasurer 1133	US Bank 1200	
Financial Activity of Cash/Investment Accounts in General Ledger [1]					
Beginning Balances	\$ 1,142,486	\$ 1,342,903	\$ 628,601	\$ 175,017	\$ 3,289,007
Cash Receipts					
Utility Billing Deposits	\$ 408,746	\$ -	\$ -	\$ -	
Electronic Fund Deposits	\$ -	\$ -	\$ -	\$ -	
Other Deposits		\$ 76	\$ 495	\$ 1	
Total Cash Receipts	\$ 408,746	\$ 76	\$ 495	\$ 175,018	
Cash Disbursements					
Accounts Payable Checks issued	\$ 177,922	\$ -	\$ -	\$ -	
Electronic Fund/Bank Draft Disbursements	\$ 58,404	\$ -	\$ -	\$ -	
Payroll Checks issued - net	\$ 66,612	\$ -	\$ -	\$ -	
Bank Fees	\$ 3,978	\$ -	\$ -	\$ -	
Other Disbursements	\$ -	\$ -	\$ -	\$ -	
Total Disbursements	\$ 306,916	\$ -	\$ -	\$ -	
Transfers Between Accounts					
Transfers In	\$ -	\$ -	\$ -	\$ -	
Transfers Out	\$ -	\$ -	\$ -	\$ -	
Total Transfers Between Accounts	\$ -	\$ -	\$ -	\$ -	
Ending Balances in General Ledger	\$ 1,244,316	\$ 1,342,979	\$ 629,096	\$ 175,018	\$ 3,391,409
Reconciling Adjustments to Financial Institutions [2]	\$ -	\$ -	\$ -	\$ -	
Financial Institution Ending Balances	\$ 1,251,109	\$ 1,342,979	\$ 629,096	\$ 175,018	\$ 3,398,202

Ending Balances General Ledger Distribution by District Funds

100 Operating	-	-	-	-	-
120 Wastewater Operating	290,223	2,422	72,667	-	365,311
130 Water Operating	842,581	17,469	108,294	-	968,343
140 Flood Enterprise	(675)	-	-	-	(675)
215 2016 Sewer Refinancing Bond	(657)	227,266	95,181	175,018	496,808
218 2002 CIEDB Loan	36,548	68,402	12,545	-	117,495
219 2012 USDA Solar COP	-	8,373	885	-	9,258
313 Wastewater Operating Reserve	76,296	11,305	59,193	-	146,794
314 Wastewater CIP	-	484,958	95,710	-	580,668
319 2012 USDA Solar COP Reserve	-	31,346	-	-	31,346
320 Water CIP	-	311,412	-	-	311,412
325 Water Operating Reserve	-	180,027	-	-	180,027
350 2002 CIEDB Loan Reserve	-	-	184,621	-	184,621
Total Ending Balances in General Ledger	1,244,316	1,342,979	629,096	175,018	3,391,409

[1] From General Ledger activity by Financial Institution accounts with District Fund accounts consolidated. Checking and Money Market accounts are with West America Bank, Local Agency Investment Account (LAIF) is held by the State Treasurer on behalf of the District and US Bank is the Bond Trustee for the the 2016 Refunding >>>>>>>. All cash accounts have been reconciled to the ending Financial Institution statements.

[2] See Reconciliation Detail Summary for details

COMPANY: 999 - POOLED CASH FUND
 ACCOUNT: 1010 CASH - POOLED
 TYPE: All
 STATUS: All
 FOLIO: All

CHECK DATE: 4/01/2022 THRU 4/30/2022
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
BANK DRAFT:								
1010	4/08/2022	BANK-DRAFT	000711	AFLAC	171.21CR	CLEARED	A	4/12/2022
1010	4/08/2022	BANK-DRAFT	000712	CALIFORNIA PUBLIC EMPLOYEES RE	6,553.44CR	CLEARED	A	4/11/2022
1010	4/08/2022	BANK-DRAFT	000713	NATIONWIDE RETIREMENT SOLUTION	487.50CR	CLEARED	A	4/08/2022
1010	4/08/2022	BANK-DRAFT	000714	STATE OF CALIFORNIA EDD	1,974.72CR	CLEARED	A	4/08/2022
1010	4/08/2022	BANK-DRAFT	000715	US DEPARTMENT OF THE TREASURY	4,425.81CR	CLEARED	A	4/08/2022
1010	4/15/2022	BANK-DRAFT	041522	VERIZON Mar 07 - Apl 06, 2022	293.24CR	CLEARED	G	4/18/2022
1010	4/15/2022	BANK-DRAFT	041523	VERIZON Mar 07 - Apl 06, 2022	856.48CR	CLEARED	G	4/18/2022
1010	4/22/2022	BANK-DRAFT	000716	AFLAC	171.21CR	OUTSTND	A	0/00/0000
1010	4/22/2022	BANK-DRAFT	000717	CALIFORNIA PUBLIC EMPLOYEES RE	6,575.58CR	CLEARED	A	4/25/2022
1010	4/22/2022	BANK-DRAFT	000718	NATIONWIDE RETIREMENT SOLUTION	487.50CR	CLEARED	A	4/22/2022
1010	4/22/2022	BANK-DRAFT	000719	STATE OF CALIFORNIA EDD	1,850.62CR	CLEARED	A	4/22/2022
1010	4/22/2022	BANK-DRAFT	000720	US DEPARTMENT OF THE TREASURY	4,162.70CR	CLEARED	A	4/22/2022
CHECK:								
1010	4/01/2022	CHECK	039081	ALPHA ANALYTICAL LABORATORIES	735.00CR	CLEARED	A	4/06/2022
1010	4/01/2022	CHECK	039082	ARMED FORCE PEST CONTROL, INC.	2,530.00CR	CLEARED	A	4/08/2022
1010	4/01/2022	CHECK	039083	AT&T MOBILITY	67.00CR	CLEARED	A	4/06/2022
1010	4/01/2022	CHECK	039084	DNA RIDGE ROCK	168.68CR	CLEARED	A	4/12/2022
1010	4/01/2022	CHECK	039085	JAMES DAY CONSTRUCTION, INC.	315.00CR	CLEARED	A	4/05/2022
1010	4/01/2022	CHECK	039086	MEDIACOM	531.53CR	CLEARED	A	4/06/2022
1010	4/01/2022	CHECK	039087	MENDO MILL CLEARLAKE	197.81CR	CLEARED	A	4/06/2022
1010	4/01/2022	CHECK	039088	MICHELLE HAMILTON	1,456.00CR	CLEARED	A	4/28/2022
1010	4/01/2022	CHECK	039089	MIDDLETOWN COPY & PRINT	294.94CR	CLEARED	A	4/22/2022
1010	4/01/2022	CHECK	039090	OFFICE DEPOT, INC	73.46CR	CLEARED	A	4/05/2022
1010	4/01/2022	CHECK	039091	REDWOOD COAST FUELS	1,328.83CR	CLEARED	A	4/06/2022
1010	4/01/2022	CHECK	039092	SMITH CONSTRUCTION	22,539.00CR	CLEARED	A	4/12/2022
1010	4/01/2022	CHECK	039093	USA BLUE BOOK	3,450.23CR	CLEARED	A	4/07/2022
1010	4/08/2022	CHECK	039094	ACWA/JPIA	1,163.92CR	CLEARED	A	4/13/2022
1010	4/08/2022	CHECK	039095	ALPHA ANALYTICAL LABORATORIES	845.00CR	CLEARED	A	4/13/2022
1010	4/08/2022	CHECK	039096	ALYSSA GORDON	553.94CR	CLEARED	A	4/15/2022
1010	4/08/2022	CHECK	039097	AMAZON CAPITAL SERVICES, INC.	154.32CR	CLEARED	A	4/12/2022
1010	4/08/2022	CHECK	039098	APPLIED TECHNOLOGY SOLUTIONS	987.50CR	CLEARED	A	4/19/2022
1010	4/08/2022	CHECK	039099	BADGER METER	663.94CR	CLEARED	A	4/14/2022
1010	4/08/2022	CHECK	039100	GHD	13,012.14CR	CLEARED	A	4/15/2022
1010	4/08/2022	CHECK	039101	HARDESTER'S MARKETS & HARDWARE	482.07CR	CLEARED	A	4/13/2022
1010	4/08/2022	CHECK	039102	VOID CHECK	0.00	CLEARED	A	4/08/2022
1010	4/08/2022	CHECK	039103	OFFICE DEPOT, INC	191.79CR	CLEARED	A	4/15/2022
1010	4/08/2022	CHECK	039104	PACE SUPPLY CORP	6,544.84CR	CLEARED	A	4/12/2022
1010	4/08/2022	CHECK	039105	PETTY CASH REIMBURSEMENT	200.00CR	CLEARED	A	4/08/2022
1010	4/08/2022	CHECK	039106	REDWOOD COAST FUELS	2,721.41CR	CLEARED	A	4/12/2022
1010	4/08/2022	CHECK	039107	SMALLCOMB, LISA	159.12CR	CLEARED	A	4/11/2022
1010	4/08/2022	CHECK	039108	SPECIAL DISTRICT RISK MANAGEME	35,971.72CR	CLEARED	A	4/13/2022
1010	4/08/2022	CHECK	039109	STREAMLINE	200.00CR	CLEARED	A	4/18/2022
1010	4/08/2022	CHECK	039110	TELSTAR INSTRUMENTS	1,636.77CR	CLEARED	A	4/12/2022

COMPANY: 999 - POOLED CASH FUND
 ACCOUNT: 1010 CASH - POOLED
 TYPE: All
 STATUS: All
 FOLIO: All

CHECK DATE: 4/01/2022 THRU 4/30/2022
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	-----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:	-----							
1010	4/08/2022	CHECK	039111	US STANDARD PRODUCTS	2,662.12CR	CLEARED	A	4/13/2022
1010	4/08/2022	CHECK	039112	USA BLUE BOOK	332.61CR	CLEARED	A	4/15/2022
1010	4/08/2022	CHECK	039113	WELLS FARGO FINANCIAL LEASING	362.12CR	CLEARED	A	4/14/2022
1010	4/08/2022	CHECK	039114	CAMERON, SUSAN J	88.50CR	CLEARED	A	4/18/2022
1010	4/08/2022	CHECK	039115	WARE, MARY C.	32.29CR	CLEARED	A	4/26/2022
1010	4/08/2022	CHECK	039116	BAKKER, RICHARD	5.81CR	CLEARED	A	4/18/2022
1010	4/08/2022	CHECK	039117	CAUGHEY, ELIJAH	49.30CR	CLEARED	A	4/13/2022
1010	4/15/2022	CHECK	039118	ADTS, INC	294.00CR	CLEARED	A	4/25/2022
1010	4/15/2022	CHECK	039119	ADVENTIST HEALTH ST HELENA - J	107.12CR	CLEARED	A	4/20/2022
1010	4/15/2022	CHECK	039120	ALPHA ANALYTICAL LABORATORIES	770.00CR	CLEARED	A	4/20/2022
1010	4/15/2022	CHECK	039121	AMERICAN WATER WORKS ASSOCIATI	473.00CR	CLEARED	A	4/22/2022
1010	4/15/2022	CHECK	039122	ARMED FORCE PEST CONTROL, INC.	205.00CR	CLEARED	A	4/25/2022
1010	4/15/2022	CHECK	039123	AT&T	281.88CR	CLEARED	A	4/20/2022
1010	4/15/2022	CHECK	039124	CARDMEMBER SERVICE	23,382.19CR	CLEARED	A	4/22/2022
1010	4/15/2022	CHECK	039125	DATAPROSE, LLC	2,734.88CR	CLEARED	A	4/21/2022
1010	4/15/2022	CHECK	039126	DNA RIDGE ROCK	185.97CR	CLEARED	A	4/26/2022
1010	4/15/2022	CHECK	039127	GHD	9,827.13CR	CLEARED	A	4/21/2022
1010	4/15/2022	CHECK	039128	GARDENS BY JILLIAN	200.00CR	CLEARED	A	4/22/2022
1010	4/15/2022	CHECK	039129	MENDO MILL CLEARLAKE	157.63CR	CLEARED	A	4/25/2022
1010	4/15/2022	CHECK	039130	OFFICE DEPOT, INC	130.73CR	CLEARED	A	4/21/2022
1010	4/15/2022	CHECK	039131	SOUTH LAKE REFUSE & RECYCLING	513.23CR	CLEARED	A	4/19/2022
1010	4/15/2022	CHECK	039132	SPECIAL DISTRICT RISK MANAGEME	543.82CR	CLEARED	A	4/20/2022
1010	4/15/2022	CHECK	039133	TYLER TECHNOLOGY	4,653.55CR	CLEARED	A	4/21/2022
1010	4/15/2022	CHECK	039134	U S POSTMASTER	232.00CR	CLEARED	A	4/22/2022
1010	4/15/2022	CHECK	039135	USA BLUE BOOK	387.24CR	CLEARED	A	4/22/2022
1010	4/15/2022	CHECK	039136	FADDLER, RONALD	35.53CR	OUTSTND	A	0/00/0000
1010	4/15/2022	CHECK	039137	MARTIN, SCOTT	161.29CR	OUTSTND	A	0/00/0000
1010	4/15/2022	CHECK	039138	MITCHELL, SHERI	52.99CR	OUTSTND	A	0/00/0000
1010	4/22/2022	CHECK	039139	ALESHIRE & WYNDER, LLP	493.00CR	CLEARED	A	4/26/2022
1010	4/22/2022	CHECK	039140	ALPHA ANALYTICAL LABORATORIES	103.00CR	CLEARED	A	4/27/2022
1010	4/22/2022	CHECK	039141	BADGER METER	6,367.97CR	CLEARED	A	4/29/2022
1010	4/22/2022	CHECK	039142	COASTLAND CIVIL ENGINEERING, I	5,146.59CR	CLEARED	A	4/27/2022
1010	4/22/2022	CHECK	039143	DEMARCO DESIGN	195.00CR	OUTSTND	A	0/00/0000
1010	4/22/2022	CHECK	039144	HERC RENTALS INC.	689.29CR	CLEARED	A	4/27/2022
1010	4/22/2022	CHECK	039145	JENFITCH, LLC	930.83CR	OUTSTND	A	0/00/0000
1010	4/22/2022	CHECK	039146	MICHELLE HAMILTON	747.00CR	CLEARED	A	4/26/2022
1010	4/22/2022	CHECK	039147	MIDDLETOWN COPY & PRINT	198.26CR	CLEARED	A	4/26/2022
1010	4/22/2022	CHECK	039148	MIKSIS SERVICES, INC.	2,650.00CR	CLEARED	A	4/28/2022
1010	4/22/2022	CHECK	039149	OFFICE DEPOT, INC	431.62CR	CLEARED	A	4/27/2022
1010	4/22/2022	CHECK	039150	RAY MORGAN COMPANY	471.95CR	CLEARED	A	4/26/2022
1010	4/22/2022	CHECK	039151	REDWOOD COAST FUELS	1,353.60CR	CLEARED	A	4/26/2022
1010	4/22/2022	CHECK	039152	THATCHER COMPANY, INC.	2,159.86CR	CLEARED	A	4/26/2022
1010	4/22/2022	CHECK	039153	BUNCE, DAVID	31.00CR	OUTSTND	A	0/00/0000
1010	4/22/2022	CHECK	039154	RUBIO, JANEA	102.91CR	OUTSTND	A	0/00/0000

COMPANY: 999 - POOLED CASH FUND
 ACCOUNT: 1010 CASH - POOLED
 TYPE: All
 STATUS: All
 FOLIO: All

CHECK DATE: 4/01/2022 THRU 4/30/2022
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
CHECK:								
1010	4/29/2022	CHECK	039155	ALPHA ANALYTICAL LABORATORIES	595.00CR	CLEARED	A	5/04/2022
1010	4/29/2022	CHECK	039156	AT&T MOBILITY	67.00CR	CLEARED	A	5/04/2022
1010	4/29/2022	CHECK	039157	COASTLAND CIVIL ENGINEERING, I	4,187.50CR	CLEARED	A	5/04/2022
1010	4/29/2022	CHECK	039158	HERO RENTS	1,608.01CR	OUTSTND	A	0/00/0000
1010	4/29/2022	CHECK	039159	JL MECHANICAL	290.00CR	CLEARED	A	5/03/2022
1010	4/29/2022	CHECK	039160	NAPA AUTO PARTS	101.19CR	OUTSTND	A	0/00/0000
1010	4/29/2022	CHECK	039161	NATHAN REESE	38.02CR	CLEARED	A	5/03/2022
1010	4/29/2022	CHECK	039162	OFFICE DEPOT, INC	71.61CR	OUTSTND	A	0/00/0000
1010	4/29/2022	CHECK	039163	TYLER TECHNOLOGY	242.00CR	CLEARED	A	5/03/2022
1010	4/29/2022	CHECK	039164	HENNING, JAMES S	23.69CR	OUTSTND	A	0/00/0000
1010	4/29/2022	CHECK	039165	VERHAART, STEPHAN W	129.66CR	OUTSTND	A	0/00/0000
1010	4/29/2022	CHECK	039166	FALLON, JAMES/VIRGIN	176.29CR	OUTSTND	A	0/00/0000
1010	4/29/2022	CHECK	039167	SMALLCOMB, LISA	282.00CR	CLEARED	A	5/03/2022
DEPOSIT:								
1010	4/01/2022	DEPOSIT		CREDIT CARD 4/01/2022	2,905.36	CLEARED	C	4/04/2022
1010	4/01/2022	DEPOSIT	000001	REGULAR DAILY POST 4/01/2022	111.18	CLEARED	C	4/04/2022
1010	4/01/2022	DEPOSIT	000002	CREDIT CARD 4/01/2022	706.59	CLEARED	C	4/04/2022
1010	4/01/2022	DEPOSIT	000003	CREDIT CARD 4/01/2022	1,494.59	CLEARED	C	4/04/2022
1010	4/01/2022	DEPOSIT	000004	CREDIT CARD 4/01/2022	460.44	CLEARED	C	4/06/2022
1010	4/01/2022	DEPOSIT	000005	REGULAR DAILY POST 4/01/2022	1,503.57	CLEARED	C	4/04/2022
1010	4/01/2022	DEPOSIT	040122	Reconcile CC Deposit Mar/Apl	428.95	CLEARED	G	4/01/2022
1010	4/04/2022	DEPOSIT		CREDIT CARD 4/04/2022	13,955.76	CLEARED	C	4/05/2022
1010	4/04/2022	DEPOSIT	000001	REGULAR DAILY POST 4/04/2022	307.84	CLEARED	C	4/05/2022
1010	4/04/2022	DEPOSIT	000002	CREDIT CARD 4/04/2022	99.09	CLEARED	C	4/05/2022
1010	4/04/2022	DEPOSIT	000003	CREDIT CARD 4/04/2022	3,544.63	CLEARED	C	4/06/2022
1010	4/04/2022	DEPOSIT	000004	REGULAR DAILY POST 4/04/2022	165.02	CLEARED	C	4/06/2022
1010	4/04/2022	DEPOSIT	000005	CREDIT CARD 4/04/2022	2,210.51	CLEARED	C	4/06/2022
1010	4/04/2022	DEPOSIT	000006	REGULAR DAILY POST 4/04/2022	108.39	CLEARED	C	4/06/2022
1010	4/04/2022	DEPOSIT	000007	CREDIT CARD 4/04/2022	318.27	CLEARED	C	4/06/2022
1010	4/04/2022	DEPOSIT	000008	CREDIT CARD 4/04/2022	1,988.44	CLEARED	C	4/05/2022
1010	4/04/2022	DEPOSIT	000009	CREDIT CARD 4/04/2022	117.25	CLEARED	C	4/06/2022
1010	4/04/2022	DEPOSIT	000010	CREDIT CARD 4/04/2022	2,963.60	CLEARED	C	4/05/2022
1010	4/04/2022	DEPOSIT	000011	CREDIT CARD 4/04/2022	232.99	CLEARED	C	4/06/2022
1010	4/04/2022	DEPOSIT	000012	CREDIT CARD 4/04/2022	407.20	CLEARED	C	4/06/2022
1010	4/04/2022	DEPOSIT	000013	CREDIT CARD 4/04/2022	1,931.53	CLEARED	C	4/07/2022
1010	4/04/2022	DEPOSIT	000014	REGULAR DAILY POST 4/04/2022	1,296.67	CLEARED	C	4/05/2022
1010	4/05/2022	DEPOSIT		CREDIT CARD 4/05/2022	2,808.08	CLEARED	C	4/06/2022
1010	4/05/2022	DEPOSIT	000001	REGULAR DAILY POST 4/05/2022	664.27	CLEARED	C	4/06/2022
1010	4/05/2022	DEPOSIT	000002	REGULAR DAILY POST 4/05/2022	866.62	CLEARED	C	4/07/2022
1010	4/05/2022	DEPOSIT	000003	DAILY PAYMENT POSTING - ADJ	58.22CR	CLEARED	U	4/05/2022
1010	4/05/2022	DEPOSIT	040422	CORR RCPT 00298757	1,339.92	CLEARED	G	4/05/2022
1010	4/06/2022	DEPOSIT		CREDIT CARD 4/06/2022	2,764.67	CLEARED	C	4/07/2022
1010	4/06/2022	DEPOSIT	000001	CREDIT CARD 4/06/2022	2,713.25	CLEARED	C	4/07/2022

COMPANY: 999 - POOLED CASH FUND
 ACCOUNT: 1010 CASH - POOLED
 TYPE: All
 STATUS: All
 FOLIO: All

CHECK DATE: 4/01/2022 THRU 4/30/2022
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	-----AMOUNT---	STATUS	FOLIO	CLEAR DATE
DEPOSIT:								
1010	4/06/2022	DEPOSIT	000002	CREDIT CARD 4/06/2022	408.34	CLEARED	C	4/07/2022
1010	4/06/2022	DEPOSIT	000003	CREDIT CARD 4/06/2022	916.34	CLEARED	C	4/11/2022
1010	4/06/2022	DEPOSIT	000004	REGULAR DAILY POST 4/06/2022	1,247.14	CLEARED	C	4/07/2022
1010	4/07/2022	DEPOSIT		CREDIT CARD 4/07/2022	1,521.29	CLEARED	C	4/08/2022
1010	4/07/2022	DEPOSIT	000001	REGULAR DAILY POST 4/07/2022	56.06	CLEARED	C	4/08/2022
1010	4/07/2022	DEPOSIT	000002	CREDIT CARD 4/07/2022	514.80	CLEARED	C	4/08/2022
1010	4/07/2022	DEPOSIT	000003	CREDIT CARD 4/07/2022	354.41	CLEARED	C	4/12/2022
1010	4/07/2022	DEPOSIT	000004	REGULAR DAILY POST 4/07/2022	567.45	CLEARED	C	4/08/2022
1010	4/08/2022	DEPOSIT		CREDIT CARD 4/08/2022	3,480.10	CLEARED	C	4/11/2022
1010	4/08/2022	DEPOSIT	000001	CREDIT CARD 4/08/2022	1,197.25	CLEARED	C	4/11/2022
1010	4/08/2022	DEPOSIT	000002	CREDIT CARD 4/08/2022	374.06	CLEARED	C	4/11/2022
1010	4/08/2022	DEPOSIT	000003	CREDIT CARD 4/08/2022	177.70	CLEARED	C	4/13/2022
1010	4/08/2022	DEPOSIT	000004	REGULAR DAILY POST 4/08/2022	5,570.05	CLEARED	C	4/11/2022
1010	4/08/2022	DEPOSIT	000005	DAILY PAYMENT POSTING	159.56	CLEARED	U	4/13/2022
1010	4/11/2022	DEPOSIT		CREDIT CARD 4/11/2022	3,783.91	CLEARED	C	4/12/2022
1010	4/11/2022	DEPOSIT	000001	CREDIT CARD 4/11/2022	4,509.03	CLEARED	C	4/13/2022
1010	4/11/2022	DEPOSIT	000002	REGULAR DAILY POST 4/11/2022	175.00	CLEARED	C	4/13/2022
1010	4/11/2022	DEPOSIT	000003	CREDIT CARD 4/11/2022	3,100.20	CLEARED	C	4/13/2022
1010	4/11/2022	DEPOSIT	000004	REGULAR DAILY POST 4/11/2022	131.77	CLEARED	C	4/13/2022
1010	4/11/2022	DEPOSIT	000005	CREDIT CARD 4/11/2022	1,084.64	CLEARED	C	4/12/2022
1010	4/11/2022	DEPOSIT	000006	CREDIT CARD 4/11/2022	262.31	CLEARED	C	4/13/2022
1010	4/11/2022	DEPOSIT	000007	CREDIT CARD 4/11/2022	213.87	CLEARED	C	4/13/2022
1010	4/11/2022	DEPOSIT	000008	CREDIT CARD 4/11/2022	1,329.83	CLEARED	C	4/12/2022
1010	4/11/2022	DEPOSIT	000009	CREDIT CARD 4/11/2022	397.93	CLEARED	C	4/13/2022
1010	4/11/2022	DEPOSIT	000010	CREDIT CARD 4/11/2022	767.16	CLEARED	C	4/14/2022
1010	4/11/2022	DEPOSIT	000011	REGULAR DAILY POST 4/11/2022	11,725.85	CLEARED	C	4/12/2022
1010	4/12/2022	DEPOSIT		CREDIT CARD 4/12/2022	3,892.56	CLEARED	C	4/13/2022
1010	4/12/2022	DEPOSIT	000001	REGULAR DAILY POST 4/12/2022	710.68	CLEARED	C	4/13/2022
1010	4/12/2022	DEPOSIT	000002	CREDIT CARD 4/12/2022	1,231.96	CLEARED	C	4/13/2022
1010	4/12/2022	DEPOSIT	000003	CREDIT CARD 4/12/2022	152.70	CLEARED	C	4/13/2022
1010	4/12/2022	DEPOSIT	000004	CREDIT CARD 4/12/2022	348.33	CLEARED	C	4/13/2022
1010	4/12/2022	DEPOSIT	000005	CREDIT CARD 4/12/2022	970.47	CLEARED	C	4/15/2022
1010	4/12/2022	DEPOSIT	000006	REGULAR DAILY POST 4/12/2022	15,888.54	CLEARED	C	4/13/2022
1010	4/13/2022	DEPOSIT		CREDIT CARD 4/13/2022	2,684.62	CLEARED	C	4/14/2022
1010	4/13/2022	DEPOSIT	000001	CREDIT CARD 4/13/2022	1,120.88	CLEARED	C	4/14/2022
1010	4/13/2022	DEPOSIT	000002	CREDIT CARD 4/13/2022	658.24	CLEARED	C	4/14/2022
1010	4/13/2022	DEPOSIT	000003	CREDIT CARD 4/13/2022	1,246.84	CLEARED	C	4/18/2022
1010	4/13/2022	DEPOSIT	000004	REGULAR DAILY POST 4/13/2022	8,109.74	CLEARED	C	4/14/2022
1010	4/13/2022	DEPOSIT	000005	CREDIT CARD 4/13/2022	2,775.43	CLEARED	C	4/15/2022
1010	4/13/2022	DEPOSIT	000006	REGULAR DAILY POST 4/13/2022	1,888.14	CLEARED	C	4/15/2022
1010	4/13/2022	DEPOSIT	000007	CREDIT CARD 4/13/2022	435.36	CLEARED	C	4/15/2022
1010	4/13/2022	DEPOSIT	000008	CREDIT CARD 4/13/2022	311.63	CLEARED	C	4/15/2022
1010	4/14/2022	DEPOSIT		CREDIT CARD 4/14/2022	1,007.89	CLEARED	C	4/15/2022
1010	4/14/2022	DEPOSIT	000001	CREDIT CARD 4/14/2022	250.19	CLEARED	C	4/15/2022

COMPANY: 999 - POOLED CASH FUND
 ACCOUNT: 1010 CASH - POOLED
 TYPE: All
 STATUS: All
 FOLIO: All

CHECK DATE: 4/01/2022 THRU 4/30/2022
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
DEPOSIT:								
1010	4/14/2022	DEPOSIT	000002	CREDIT CARD 4/14/2022	260.19	CLEARED	C	4/15/2022
1010	4/14/2022	DEPOSIT	000003	CREDIT CARD 4/14/2022	669.96	CLEARED	C	4/19/2022
1010	4/14/2022	DEPOSIT	000004	REGULAR DAILY POST 4/14/2022	19,095.57	CLEARED	C	4/15/2022
1010	4/15/2022	DEPOSIT		CREDIT CARD 4/15/2022	21,871.15	CLEARED	C	4/18/2022
1010	4/15/2022	DEPOSIT	000001	REGULAR DAILY POST 4/15/2022	764.49	CLEARED	C	4/18/2022
1010	4/15/2022	DEPOSIT	000002	CREDIT CARD 4/15/2022	1,515.89	CLEARED	C	4/18/2022
1010	4/15/2022	DEPOSIT	000003	CREDIT CARD 4/15/2022	3,451.28	CLEARED	C	4/20/2022
1010	4/15/2022	DEPOSIT	000004	REGULAR DAILY POST 4/15/2022	10,059.95	CLEARED	C	4/18/2022
1010	4/15/2022	DEPOSIT	000005	DRAFT POSTING	17,380.16	CLEARED	U	4/18/2022
1010	4/18/2022	DEPOSIT		CREDIT CARD 4/18/2022	14,980.00	CLEARED	C	4/19/2022
1010	4/18/2022	DEPOSIT	000001	REGULAR DAILY POST 4/18/2022	55.35	CLEARED	C	4/19/2022
1010	4/18/2022	DEPOSIT	000002	CREDIT CARD 4/18/2022	3,497.19	CLEARED	C	4/20/2022
1010	4/18/2022	DEPOSIT	000003	CREDIT CARD 4/18/2022	4,729.46	CLEARED	C	4/20/2022
1010	4/18/2022	DEPOSIT	000004	REGULAR DAILY POST 4/18/2022	351.98	CLEARED	C	4/20/2022
1010	4/18/2022	DEPOSIT	000005	CREDIT CARD 4/18/2022	1,728.37	CLEARED	C	4/19/2022
1010	4/18/2022	DEPOSIT	000006	CREDIT CARD 4/18/2022	332.14	CLEARED	C	4/20/2022
1010	4/18/2022	DEPOSIT	000007	CREDIT CARD 4/18/2022	159.58	CLEARED	C	4/20/2022
1010	4/18/2022	DEPOSIT	000008	CREDIT CARD 4/18/2022	1,154.83	CLEARED	C	4/19/2022
1010	4/18/2022	DEPOSIT	000009	CREDIT CARD 4/18/2022	120.31	CLEARED	C	4/20/2022
1010	4/18/2022	DEPOSIT	000010	DAILY PAYMENT POSTING	1,172.11	CLEARED	U	4/15/2022
1010	4/18/2022	DEPOSIT	000011	CREDIT CARD 4/18/2022	1,428.24	CLEARED	C	4/21/2022
1010	4/18/2022	DEPOSIT	000012	REGULAR DAILY POST 4/18/2022	37,417.21	CLEARED	C	4/19/2022
1010	4/19/2022	DEPOSIT		CREDIT CARD 4/19/2022	6,373.49	CLEARED	C	4/20/2022
1010	4/19/2022	DEPOSIT	000001	CREDIT CARD 4/19/2022	1,255.75	CLEARED	C	4/20/2022
1010	4/19/2022	DEPOSIT	000002	DAILY PAYMENT POSTING	579.94	CLEARED	U	4/15/2022
1010	4/19/2022	DEPOSIT	000003	DAILY PAYMENT POSTING	12,606.73	CLEARED	U	4/15/2022
1010	4/19/2022	DEPOSIT	000004	CREDIT CARD 4/19/2022	2,545.96	CLEARED	C	4/22/2022
1010	4/19/2022	DEPOSIT	000005	REGULAR DAILY POST 4/19/2022	5,589.75	CLEARED	C	4/20/2022
1010	4/19/2022	DEPOSIT	041922	CORR DAILY PAYMENT POSTIN	1,696.69CR	CLEARED	G	4/19/2022
1010	4/20/2022	DEPOSIT		CREDIT CARD 4/20/2022	10,250.98	CLEARED	C	4/21/2022
1010	4/20/2022	DEPOSIT	000001	REGULAR DAILY POST 4/20/2022	862.28	CLEARED	C	4/21/2022
1010	4/20/2022	DEPOSIT	000002	CREDIT CARD 4/20/2022	3,273.23	CLEARED	C	4/21/2022
1010	4/20/2022	DEPOSIT	000003	CREDIT CARD 4/20/2022	713.47	CLEARED	C	4/21/2022
1010	4/20/2022	DEPOSIT	000004	CREDIT CARD 4/20/2022	8,653.92	CLEARED	C	4/25/2022
1010	4/20/2022	DEPOSIT	000005	REGULAR DAILY POST 4/20/2022	12,646.63	CLEARED	C	4/21/2022
1010	4/20/2022	DEPOSIT	000006	DAILY PAYMENT POSTING	51.31	CLEARED	U	4/25/2022
1010	4/20/2022	DEPOSIT	000007	DAILY PAYMENT POSTING - ADJ	138.42CR	CLEARED	U	4/20/2022
1010	4/21/2022	DEPOSIT		CREDIT CARD 4/21/2022	8,618.78	CLEARED	C	4/22/2022
1010	4/21/2022	DEPOSIT	000001	REGULAR DAILY POST 4/21/2022	96.24	CLEARED	C	4/22/2022
1010	4/21/2022	DEPOSIT	000002	CREDIT CARD 4/21/2022	9,108.44	CLEARED	C	4/22/2022
1010	4/21/2022	DEPOSIT	000003	CREDIT CARD 4/21/2022	867.26	CLEARED	C	4/22/2022
1010	4/21/2022	DEPOSIT	000004	CREDIT CARD 4/21/2022	563.40	CLEARED	C	4/26/2022
1010	4/21/2022	DEPOSIT	000005	REGULAR DAILY POST 4/21/2022	3,109.03	CLEARED	C	4/22/2022
1010	4/22/2022	DEPOSIT		CREDIT CARD 4/22/2022	3,139.38	CLEARED	C	4/25/2022

COMPANY: 999 - POOLED CASH FUND
 ACCOUNT: 1010 CASH - POOLED
 TYPE: All
 STATUS: All
 FOLIO: All

CHECK DATE: 4/01/2022 THRU 4/30/2022
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
DEPOSIT:								
1010	4/22/2022	DEPOSIT	000001	CREDIT CARD 4/22/2022	1,196.92	CLEARED	C	4/25/2022
1010	4/22/2022	DEPOSIT	000002	CREDIT CARD 4/22/2022	538.50	CLEARED	C	4/25/2022
1010	4/22/2022	DEPOSIT	000003	CREDIT CARD 4/22/2022	674.69	CLEARED	C	4/27/2022
1010	4/22/2022	DEPOSIT	000004	REGULAR DAILY POST 4/22/2022	2,521.41	CLEARED	C	4/25/2022
1010	4/25/2022	DEPOSIT		CREDIT CARD 4/25/2022	2,497.89	CLEARED	C	4/26/2022
1010	4/25/2022	DEPOSIT	000001	REGULAR DAILY POST 4/25/2022	438.61	CLEARED	C	4/26/2022
1010	4/25/2022	DEPOSIT	000002	CREDIT CARD 4/25/2022	985.89	CLEARED	C	4/27/2022
1010	4/25/2022	DEPOSIT	000003	CREDIT CARD 4/25/2022	190.51	CLEARED	C	4/27/2022
1010	4/25/2022	DEPOSIT	000004	CREDIT CARD 4/25/2022	701.93	CLEARED	C	4/26/2022
1010	4/25/2022	DEPOSIT	000005	CREDIT CARD 4/25/2022	225.42	CLEARED	C	4/26/2022
1010	4/25/2022	DEPOSIT	000006	CREDIT CARD 4/25/2022	229.15	CLEARED	C	4/27/2022
1010	4/25/2022	DEPOSIT	000007	CREDIT CARD 4/25/2022	281.41	CLEARED	C	4/27/2022
1010	4/25/2022	DEPOSIT	000008	CREDIT CARD 4/25/2022	223.83	CLEARED	C	4/28/2022
1010	4/25/2022	DEPOSIT	000009	REGULAR DAILY POST 4/25/2022	8,672.09	CLEARED	C	4/26/2022
1010	4/26/2022	DEPOSIT		CREDIT CARD 4/26/2022	1,895.91	CLEARED	C	4/27/2022
1010	4/26/2022	DEPOSIT	000001	REGULAR DAILY POST 4/26/2022	177.16	OUTSTND	C	0/00/0000
1010	4/26/2022	DEPOSIT	000002	CREDIT CARD 4/26/2022	846.23	CLEARED	C	4/27/2022
1010	4/26/2022	DEPOSIT	000003	CREDIT CARD 4/26/2022	100.00	CLEARED	C	4/29/2022
1010	4/26/2022	DEPOSIT	000004	REGULAR DAILY POST 4/26/2022	1,192.77	CLEARED	C	4/27/2022
1010	4/27/2022	DEPOSIT		CREDIT CARD 4/27/2022	1,641.70	CLEARED	C	4/28/2022
1010	4/27/2022	DEPOSIT	000001	REGULAR DAILY POST 4/27/2022	1,310.15	CLEARED	C	4/28/2022
1010	4/27/2022	DEPOSIT	000002	CREDIT CARD 4/27/2022	558.06	CLEARED	C	4/28/2022
1010	4/27/2022	DEPOSIT	000003	CREDIT CARD 4/27/2022	77.22	CLEARED	C	4/28/2022
1010	4/27/2022	DEPOSIT	000004	CREDIT CARD 4/27/2022	582.42	OUTSTND	C	0/00/0000
1010	4/27/2022	DEPOSIT	000005	REGULAR DAILY POST 4/27/2022	666.16	CLEARED	C	4/28/2022
1010	4/28/2022	DEPOSIT		CREDIT CARD 4/28/2022	957.70	CLEARED	C	4/29/2022
1010	4/28/2022	DEPOSIT	000001	CREDIT CARD 4/28/2022	5,513.61	CLEARED	C	4/29/2022
1010	4/28/2022	DEPOSIT	000002	CREDIT CARD 4/28/2022	196.23	CLEARED	C	4/29/2022
1010	4/28/2022	DEPOSIT	000003	CREDIT CARD 4/28/2022	10.00	CLEARED	C	5/03/2022
1010	4/28/2022	DEPOSIT	000004	REGULAR DAILY POST 4/28/2022	1,431.39	CLEARED	C	4/29/2022
1010	4/29/2022	DEPOSIT		CREDIT CARD 4/29/2022	2,036.71	OUTSTND	C	0/00/0000
1010	4/29/2022	DEPOSIT	000001	CREDIT CARD 4/29/2022	501.86	OUTSTND	C	0/00/0000
1010	4/29/2022	DEPOSIT	000002	CREDIT CARD 4/29/2022	185.03	OUTSTND	C	0/00/0000
1010	4/29/2022	DEPOSIT	000003	CREDIT CARD 4/29/2022	545.31	CLEARED	C	5/04/2022
1010	4/29/2022	DEPOSIT	000004	REGULAR DAILY POST 4/29/2022	1,608.76	OUTSTND	C	0/00/0000
EFT:								
1010	4/01/2022	EFT	040122	PG&E 02/16/2022 - 03/17/2022	13,157.73CR	CLEARED	G	4/04/2022
1010	4/29/2022	EFT	042922	PG&E 03/18/2022 - 04/18/2022	17,236.66CR	OUTSTND	G	0/00/0000
MISCELLANEOUS:								
1010	4/08/2022	MISC.		PAYROLL DIRECT DEPOSIT	31,590.14CR	CLEARED	P	4/08/2022
1010	4/22/2022	MISC.		PAYROLL DIRECT DEPOSIT	35,022.16CR	CLEARED	P	4/22/2022
SERVICE CHARGE:								

COMPANY: 999 - POOLED CASH FUND
 ACCOUNT: 1010 CASH - POOLED
 TYPE: All
 STATUS: All
 FOLIO: All

CHECK DATE: 4/01/2022 THRU 4/30/2022
 CLEAR DATE: 0/00/0000 THRU 99/99/9999
 STATEMENT: 0/00/0000 THRU 99/99/9999
 VOIDED DATE: 0/00/0000 THRU 99/99/9999
 AMOUNT: 0.00 THRU 999,999,999.99
 CHECK NUMBER: 000000 THRU 999999

ACCOUNT	--DATE--	--TYPE--	NUMBER	-----DESCRIPTION-----	----AMOUNT---	STATUS	FOLIO	CLEAR DATE
SERVICE CHARGE: -----								
1010	4/04/2022	SERV-CHG		MARCH ETS FEES	40.96CR	CLEARED	G	4/04/2022
1010	4/04/2022	SERV-CHG	000001	MARCH ETS FEES	40.96CR	CLEARED	G	4/04/2022
1010	4/04/2022	SERV-CHG	000002	MARCH ETS FEES	35.60CR	CLEARED	G	4/04/2022
1010	4/04/2022	SERV-CHG	000003	MARCH ETS FEES	3,140.79CR	CLEARED	G	4/04/2022
1010	4/04/2022	SERV-CHG	000004	MARCH ETS FEES	368.89CR	CLEARED	G	4/04/2022
1010	4/05/2022	SERV-CHG		MARCH ETS FEES	32.00CR	CLEARED	G	4/05/2022
1010	4/15/2022	SERV-CHG		ACCT ANALYSIS FEES	318.34CR	CLEARED	G	4/15/2022
TOTALS FOR ACCOUNT 1010				CHECK	TOTAL:	177,921.74CR		
				DEPOSIT	TOTAL:	408,745.61		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	66,612.30CR		
				SERVICE CHARGE	TOTAL:	3,977.54CR		
				EFT	TOTAL:	30,394.39CR		
				BANK-DRAFT	TOTAL:	28,010.01CR		
TOTALS FOR POOLED CASH FUND				CHECK	TOTAL:	177,921.74CR		
				DEPOSIT	TOTAL:	408,745.61		
				INTEREST	TOTAL:	0.00		
				MISCELLANEOUS	TOTAL:	66,612.30CR		
				SERVICE CHARGE	TOTAL:	3,977.54CR		
				EFT	TOTAL:	30,394.39CR		
				BANK-DRAFT	TOTAL:	28,010.01CR		

MEMO

To: Board of Directors

From: Marty Rodriguez and Donna Mahoney

Date: 05/13/2022

RE: Senior Account Representatives' Monthly Report

Monthly Billing 04/29/2022

Mailed statements: 2,087

Electronic statements: 617

The statement "SPECIAL MESSAGE

Are you ready to conserve water? EyeOnWater is a new customer portal to help you do just that! Our field staff have been working hard to make this new functionality available to you. If your HVLCSD account number starts with a 06, 07, 09, or 10 you can sign up. Please see our website for more information

Delinquent Billing 04/20/2022

Delinquent statements for March bills: 635

Courtesy Notification 05/03/2022

50 Door Knockers were sent out at 8:00 am

Phone Notification 05/10/2022

29 Phone notifications were sent out at 9:00 am

Lock Offs 05/12/2022

4 Lock Off service orders went out to the field at 9:00 am

2 customers were unlocked

A total of 2 properties remain locked off for nonpayment

Total Payment Contract as 05/11/2022

45



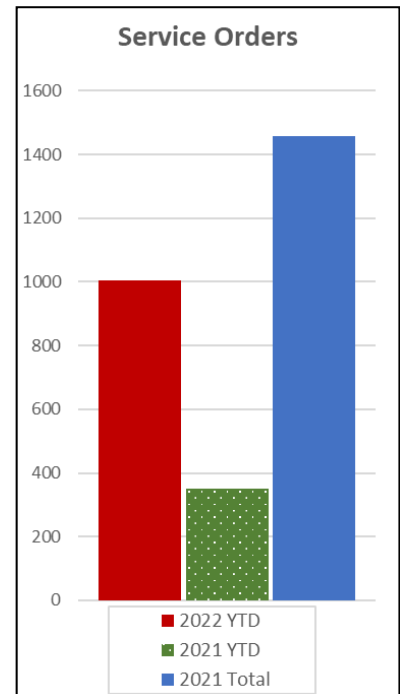
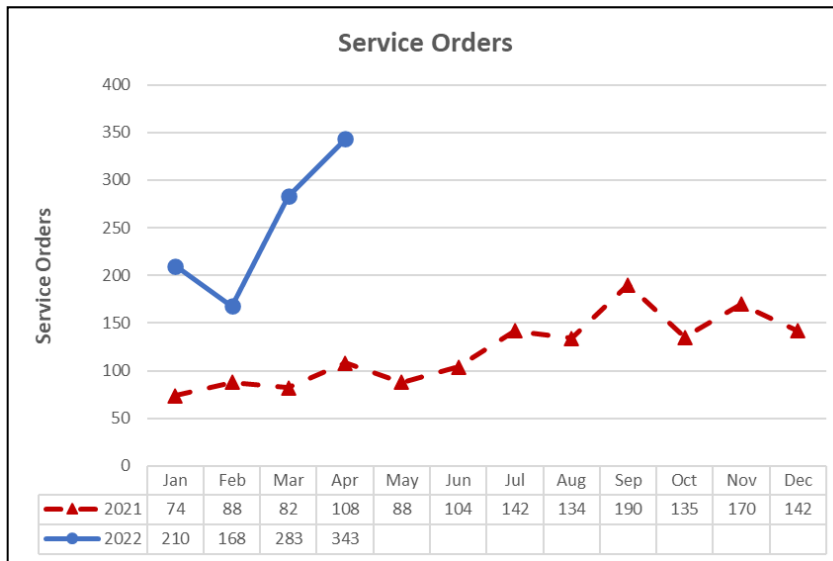
Hidden Valley Lake Community Services District

Field Operations Report

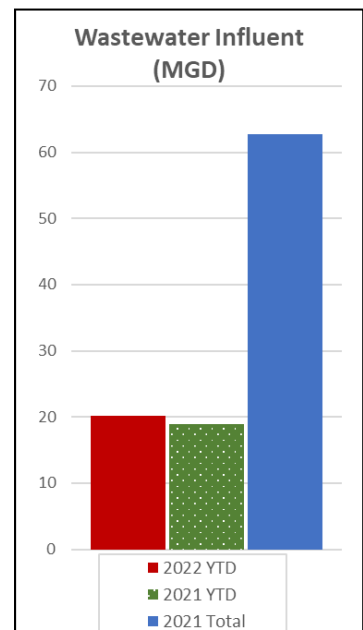
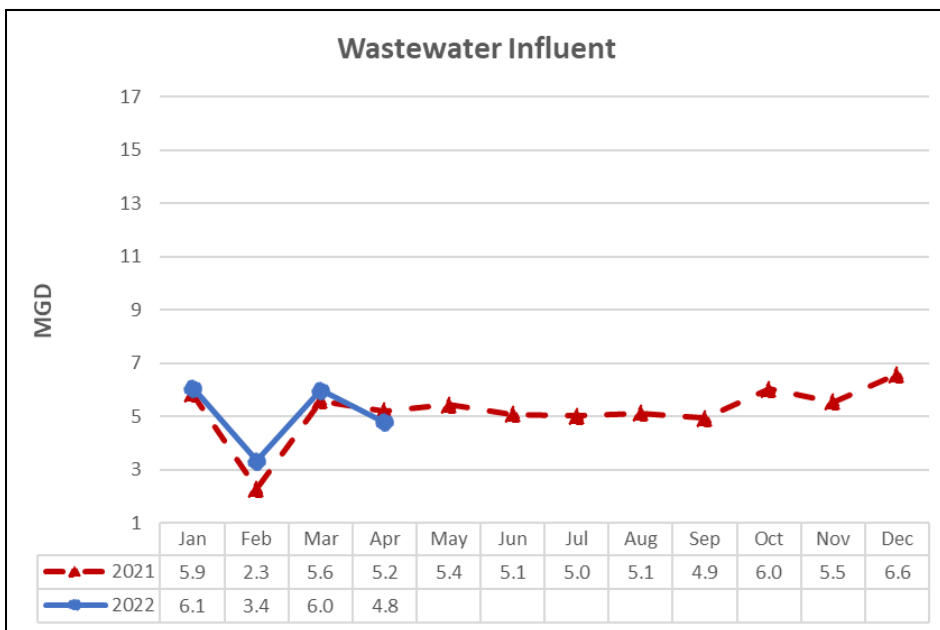
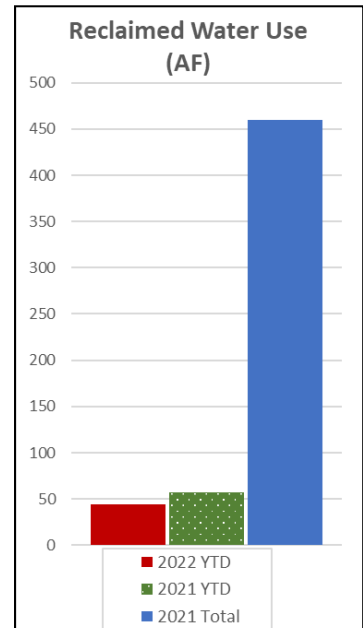
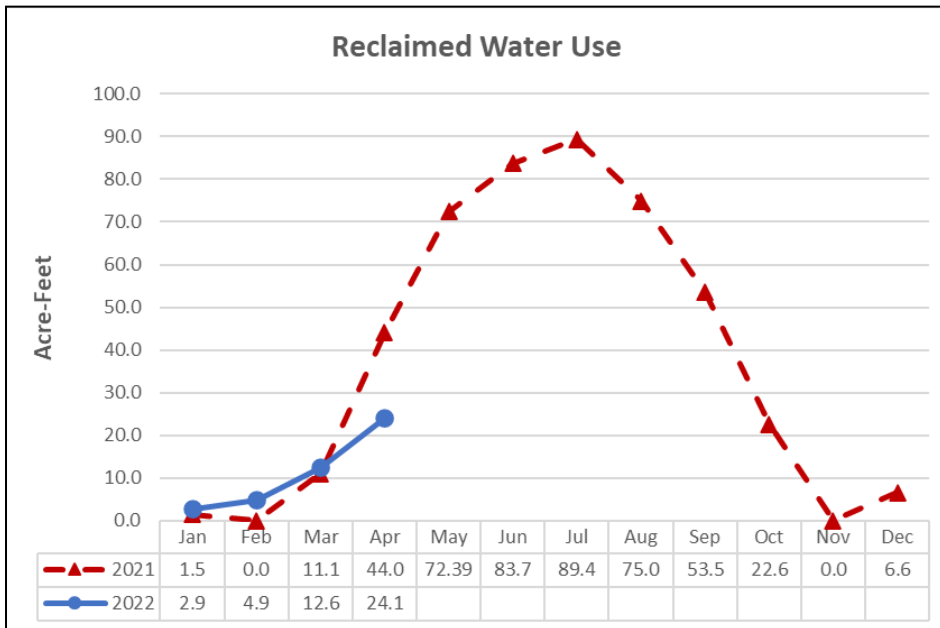
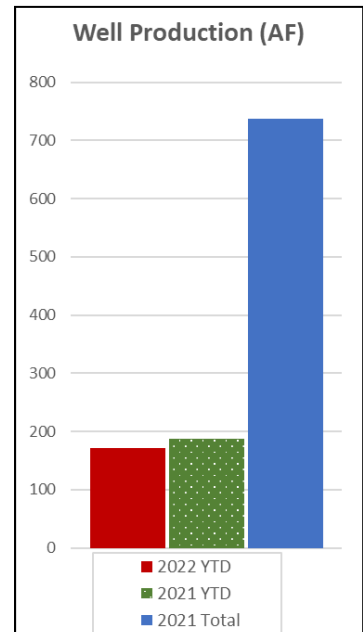
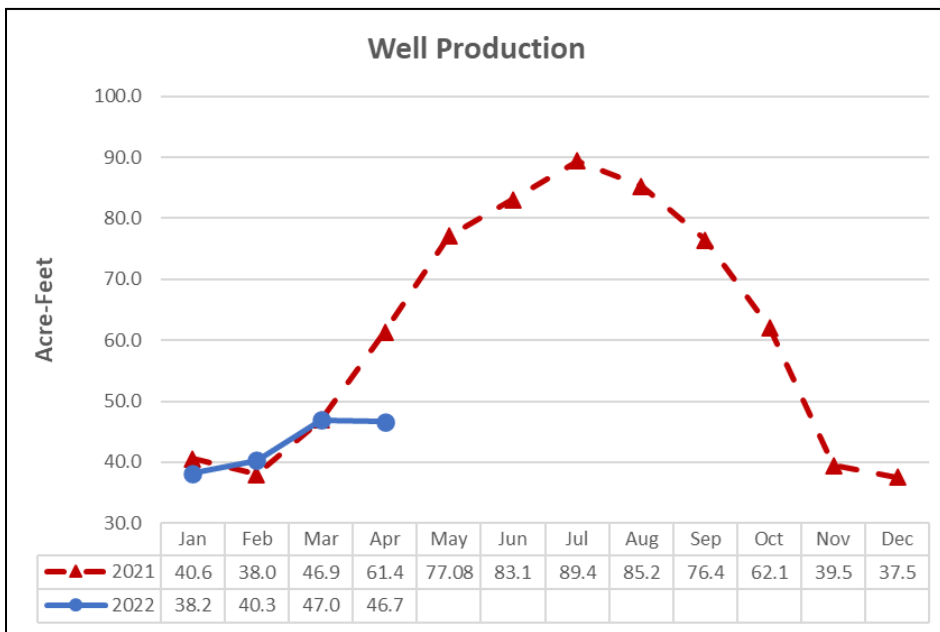
April 2022

Water Connections		Wastewater Connections	
New (current month)	1	New (current month)	2
Residential (previous month)	2470	Residential (previous month)	1474
Commercial & Govt (previous month)	34	Commercial & Govt (previous month)	15
Total Water Connections:	2505	Total Wastewater Connections:	1491

Precipitation		
April	Previous Year April	Historical
1.72 in	0.20 in	2.33 in

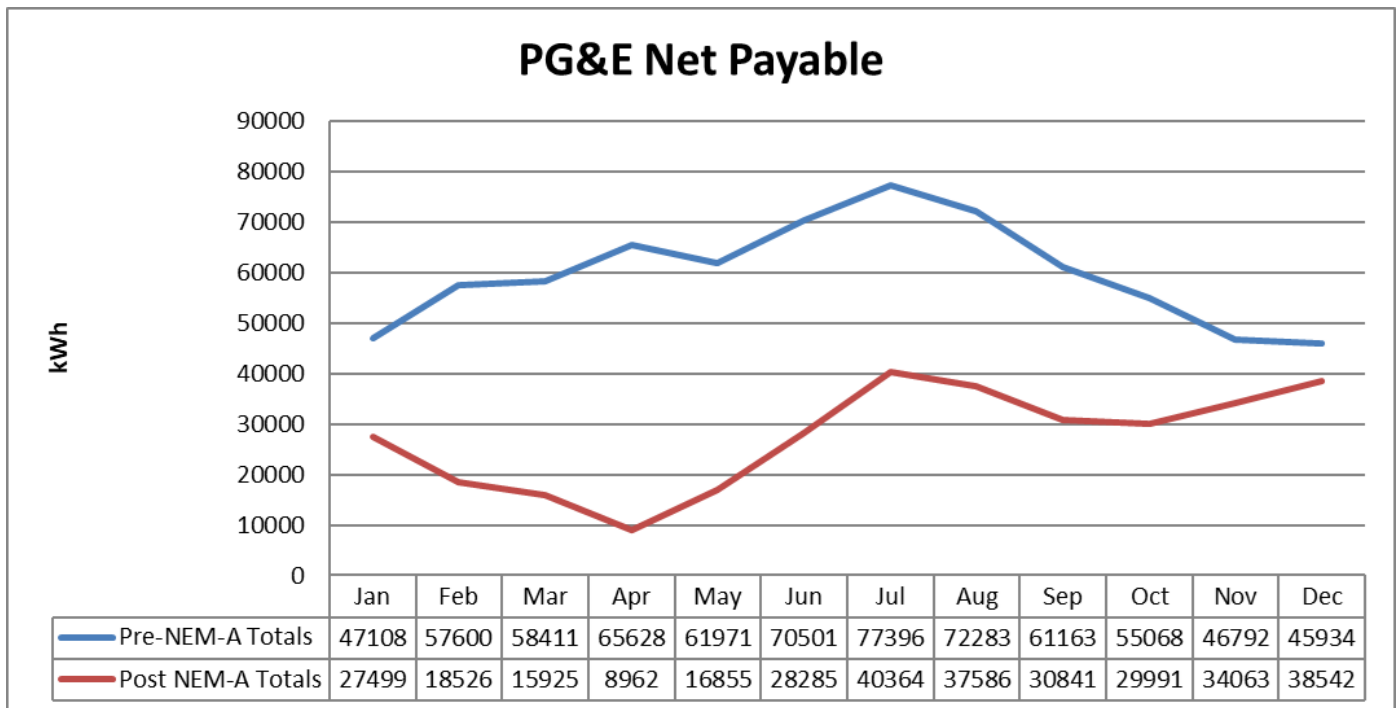


Hours		
Overtime Hours:	14.00	\$616.29



Vehicle Mileage	
Vehicle	Mileage
Truck 1	0
Truck 2	1,030
Truck 3	1,964
Truck 4	643
Truck 6	1,189
Truck 7	444
Truck 8	1,578
Truck 9	719
Tractor	33.50 hours
Vac Truck	44.70
Excavator	0.00 hours

Fuel Tank Use		
	Gasoline	Diesel
Tank Meter	479.40	154.60
Fuel Log	479.10	154.50

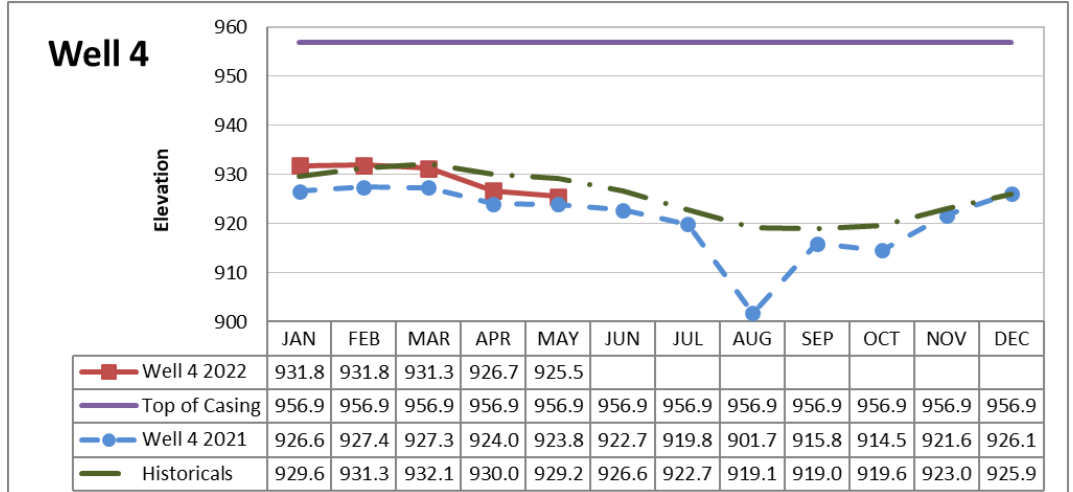


Groundwater Data

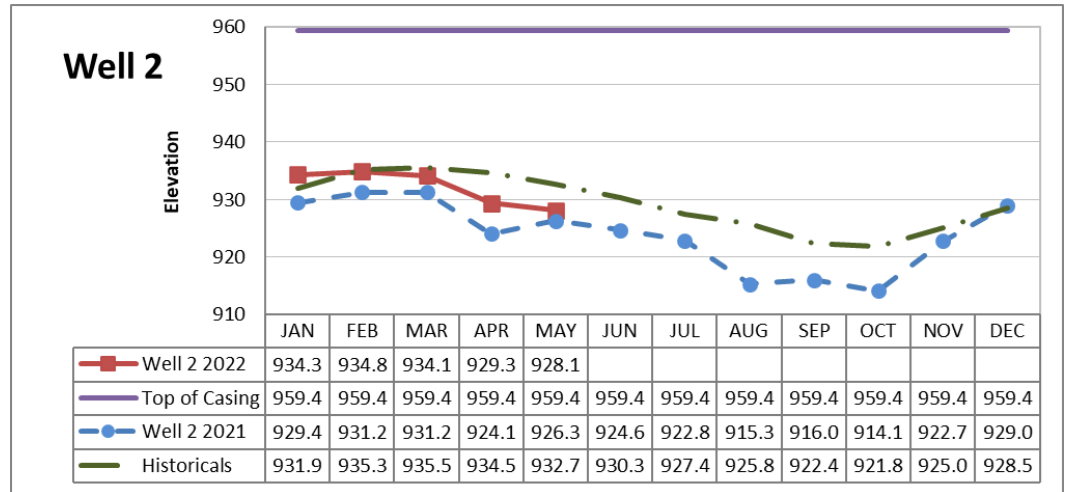
Drawdown

Recharge Rate

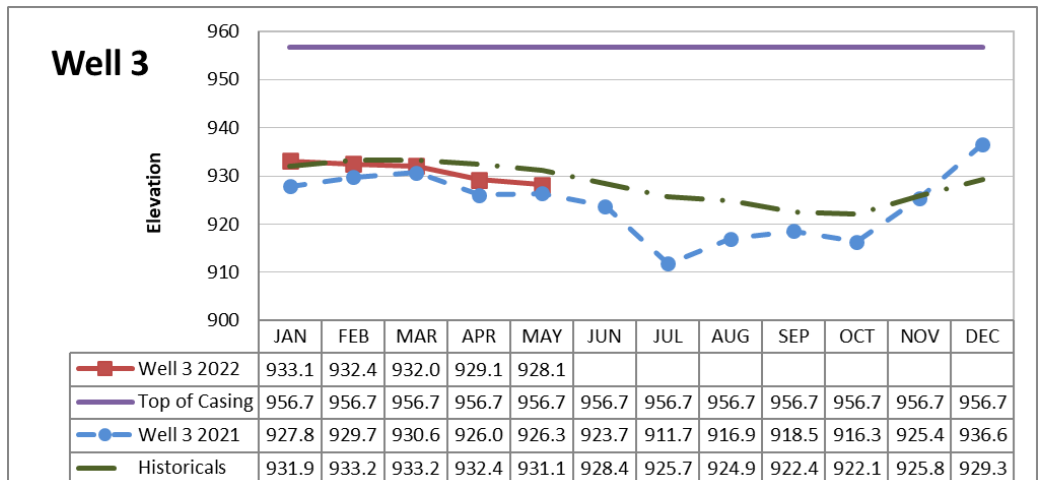
April: 105%
May: 104%



April: 101%
May: 101%



April: 103%
May: 103%



Water System Highlights

- 4/13 Meter installed for Grocery Outlet
- 4/20 Leak repair on Spruce Grove Road
- Weed abatement around booster stations, treatment plant, and tank sites
- AMI project meter and radio replacements
- CSD receives Top 4 out of 14 competitors in California Rural Water Association's "Best Tasting Water" competition
- Meter reads 4/25 —28
- Routine maintenance and operations

Wastewater System Highlights

- 4/19 Manhole lid excavation and replacement at Campground
- Filter and pump repairs
- Miksis assisted with locating wastewater laterals for new connections
- Meter reads 4/25 —28
- Routine maintenance and operations

Water Resource Specialist Highlights

- Attended Esri's 2022 Geodesign Summit
- Lead and Copper Rule inventory project planning, research, and data input
- Electronic Annual Report progress
- Map digitization
- Submitted the Central Valley Regional Water Quality Control Board I/I quarterly progress report (see attached)
- I/I analysis and data organization
- Database maintenance, reports, and SOP development
- GIS database edits and maintenance

Association of California Water Agencies—Committee Highlights

Advanced Clean Fleets Regulation, Proposed Draft Regulation (CARB, California Air Resources Board), 5/4

- Starting January 1, 2027, 100% of the total number of vehicles added to the fleet must be zero-emissions vehicles (ZEV).
 - Near-zero-emissions vehicles (NZEV, aka hybrids) may be purchased new or used in lieu of ZEVs if no new ZEVs or NZEVs are available (availability dependent on whether vehicle configuration is commercially available).
- Internal combustion engine vehicles (gasoline or diesel) are excluded from compliance if they are classified as backups (used during Emergency Events and operated <1,000 miles/year except for emergency mileage).
 - Emergency Event(s): declared by a local governing body, State Governor, or U.S. President due to earthquake, flood, storm, fire, terrorism, or other infrequent act of nature.

Water Management Committee 5/3

Executive Order N-7-22, emergency drought regulations for **urban water suppliers**: SWRCB proposes draft for Emergency Regulation for Water Conservation. Earliest implementation by June 10, 2022.

***Note:** the HVLCSO is not an urban water supplier. Although not impacted, the Order will be monitored for drought status purposes.

Water Quality Committee 5/3

On 3/22/22 the SWRCB released the new **proposed** Hexavalent Chromium Maximum Contaminant Level (MCL) at 10 ppb. If approved, a compliance period of 3 years (January 1, 2027) could be expected. CSD comment letter sent 4/15 (see attached) and ACWA comment letter sent 4/29. The main arguments include inaccurately estimated compliance costs and outdated health study methods:

- E.g., Coachella Valley Water District estimated that their compliance cost alone would be 50% higher than the SWRCB-estimated compliance cost for the entire state of California.

SWRCB Director Nichole Morgan expressed the desire to implement more source control instead of imposing stricter water quality regulations onto purveyors since agencies are not polluters but bear the cost of treatment regardless.

Association of California Water Agencies—Committee Highlights

State Legislative Committee 4/29

AB 1931: Oppose—Community water systems: lead pipes

- The U.S. EPA already released Lead and Copper Rule Revisions (LCRR) that went into effect with an inventory compliance deadline of October 16, 2024. AB 1931 advances the inventory deadline to June 1, 2023.
- AB 1931 would introduce logistical difficulties, for example, an inventory deadline 17 months earlier than the original LCRR. It also includes additional costs for agencies for providing customers filters, public notices, etc.

“The Legislature should not enact a new State law on [lead service lines] when the Federal Government is in the process of addressing the same issue at the same time. It would be a waste of local government funding and property owner resources if two conflicting or different programs are developed and implemented at the same time.”

AB 1953: Watch—Drinking water: accessible water bottle refill stations

- Would require (by January 1, 2025) transit hubs, local parks, public buildings, publicly owned buildings, shopping malls, or municipal golf courses that have a water infrastructure source to install at least one accessible water bottle refill station.
- True costs to implementation are unknown, but the bill would encourage more tap water usage and introduce additional revenue to water agencies.

AB 2449: Support—Open meetings: local agencies: teleconferences

- Is an effort to modernize the Brown Act after the expiration of AB 361 (January 1, 2024) which permits teleconferencing without complying with the requirement to provide notice and public access to a Director’s remote location. AB 2449 would be the permanent version of AB 361.

SB 892: Watch—Cybersecurity preparedness: food and agriculture sector and water and wastewater systems sector

- Would require CalOES to develop optional reporting guidelines in the event of a cyber threat or active cyberattack. Would also mandate the development of an outreach plan (by January 1, 2024) to assist in efforts to improve cybersecurity.
- Cybersecurity is the top threat facing businesses and critical infrastructure in the U.S. (according to the DHS and FBI). An optional reporting guideline would assist agencies in the event of security compromises without increasing the regulatory compliance load.

SB 926: Favor—Prescribed Fire Liability Pilot Program: Prescribed Fire Claims Fund

- Would require CalFIRE (by January 1, 2023) to establish the Pilot Program to support coverage for losses from permitted prescribed fires.
- Current barriers to ordering prescribed burns include liability and lack of insurance for burn bosses. The Program would provide funding to promote the expansion of prescribed fire efforts, and therefore reduce wildfire risk and protect headwaters.



Hidden Valley Lake Community Services District

19400 Hartmann Road

Hidden Valley Lake, CA 95467

707.987.9201

May 2, 2022

Mr. Guy Childs
California Regional Water Quality Control Board
Central Valley Region
11020 Sun Center Drive, #200
Rancho Cordova, CA 95670-6114

Re: Quarterly Progress Report

Dear Mr. Childs,

In response to your request from August 2018 for quarterly progress reports, we have compiled a list of completed and ongoing activities with respect to our Infiltration and Inflow (I/I) Work Plan Assessment. Attached in the appendix are the associated figures.

COMPLETED:

February

1. Field Operations manual completed and distributed to field staff.
2. I/I data analysis and flow monitoring.
3. Deer Hill Rd customer laterals camera inspected. Sewer intrusion point was not located.
4. Manhole lid replaced with air-tight composite lid. On Hidden Valley Road; manhole 7.0-3.
5. Sewer manhole confined space training and exercise.
6. Removed fat, oil, and grease build up in lift stations with VacTruck.

March

7. Digitization of blueprints and as-builts.
8. Reviewing and revising sewer Ordinance 59.1, on "rules and regulations for construction, connection and use of wastewater facilities, wastewater discharge and pretreatment regulations."
9. Annual Risk Management Plan training and review with field staff.
10. Attended SWRCB Proposed Statewide Sanitary Sewer Systems Waste Discharge Requirements General Order Reissuance webinar.
11. Wastewater Rounds SOP development.
12. Learned new Esri geolocating software for asset database development.

13. I/I data analysis and flow monitoring.
14. Removed fat, oil, and grease build up in lift stations with VacTruck.

April

15. Wastewater Rounds SOP development.
16. Manhole lid uncovered and replaced with composite air-tight lid. At Campsite; manhole 5.0-1.
17. I/I data analysis and flow monitoring.
18. Removed fat, oil, and grease build up in lift stations with VacTruck.

FOR NEXT QUARTER:

19. Extend beyond Deer Hill Rd laterals to find sewer intrusion point.
20. Continue manhole lid replacements.
21. Continue grant applications for aged line replacements.
22. Complete more SOPs to improve wastewater activities and operations.
23. Continue digitizing infrastructure documents.
24. Continue I/I studies to evaluate system priority areas and repair progress. Create a streamlined I/I report and analysis process.

This concludes the fifteenth quarterly report delivered to the Central Valley Regional Water Boards. Do you have any recommendations on how to proceed? We welcome your guidance on any next steps. Thank you for your help and consideration in advance.

Dennis White

General Manager, Cert #40478

Cell 707-533-3498

Barry Silva

Utility Supervisor, Cert #39363

707-987-9201

Alyssa Gordon

Project Manager

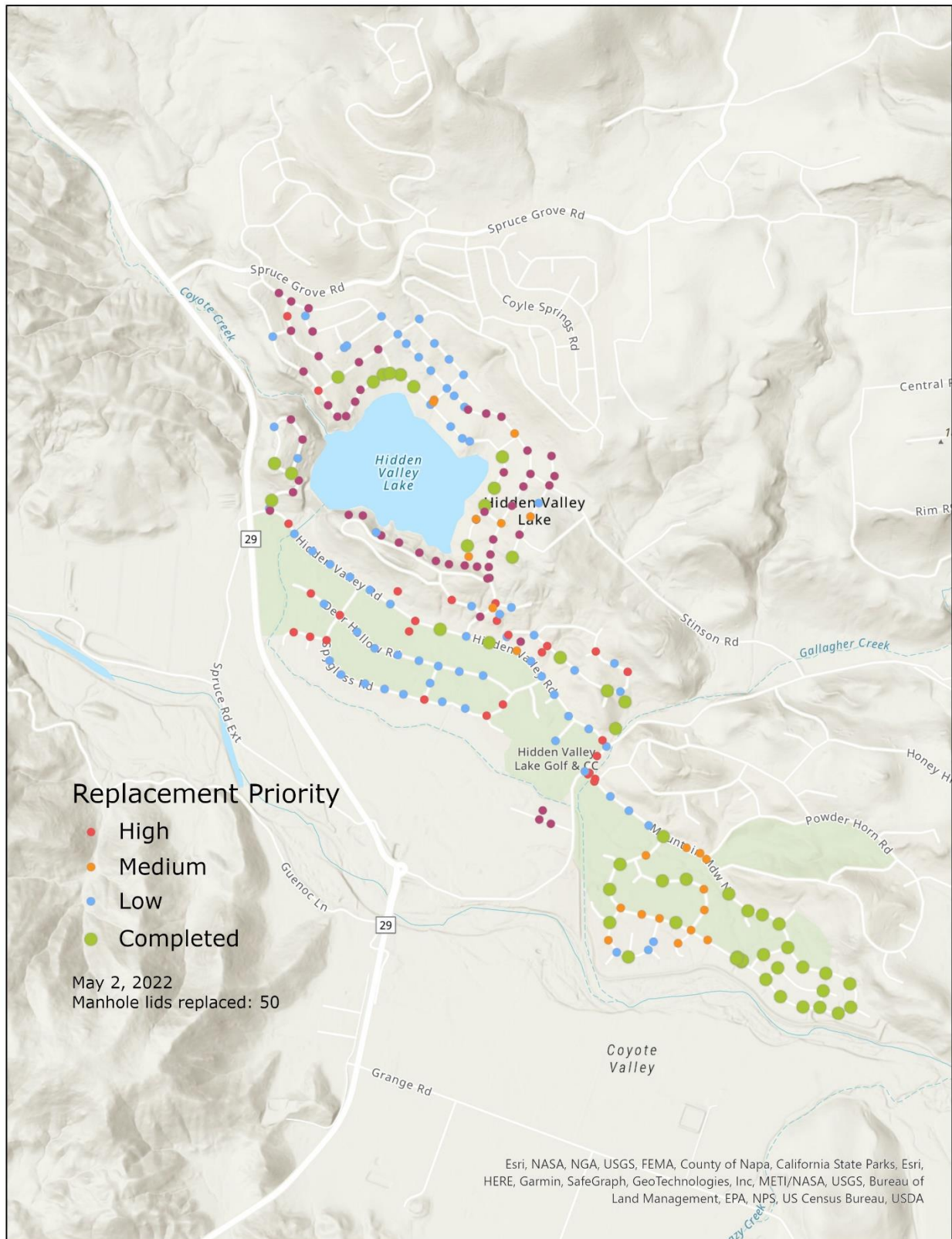
707-987-9201

Hannah Davidson

Water Resource Specialist

707-987-9201

Figure 1. Updated manhole lid replacement status as of May 2, 2022 (Note: the uncovered manhole lid on Mountain Meadow South has not yet been mapped).





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April 19, 2022

Clerk to the Board, Ms. Jeanine Townsend
California State Water Resources Control Board
1001 I Street, 24th Floor
Sacramento, CA 95814

RE: Comment Letter – Hexavalent Chromium Workshop

To whom it may concern:

The Hidden Valley Lake Community Services District (the District) appreciates the opportunity to provide public comment on behalf of its Board of Directors and ratepayers. District staff attended the April series of Hexavalent Chromium Maximum Contaminant Level Public Workshops and is grateful to State Water Resources Control Board staff for taking time to present the new proposed maximum contaminant level (MCL) and its implications. Staff found the workshop incredibly informative and appreciates Water Board staff for their transparency and presentation on the topic.

The District is a small water and wastewater system with 2,504 connections, 98% of which are residential. The District serves a moderate to very high wildfire-severity community, as determined by CalFIRE and the County of Lake, that faces year-long wildfire threat. In 2015 District infrastructure was damaged by the Valley Fire and the County of Lake determined that from 2015-2018, 60% of the county's land mass had been burned by wildfire. The county has experienced 27 federal and 22 state disaster declarations from 1950-2019 and that number has since increased after the LNU Lightning and August Complex fires of 2020 and COVID-19 pandemic. Water and wastewater rates have increased to accommodate for these such disasters as well as to fund backup power generation due to Public Safety Power Shutoffs (PSPS) and to recover from natural disasters. The average water bill for a District ratepayer is \$74.13 and wastewater bill \$99.32 for a total average monthly bill of \$173.45. A five-year Proposition 218-approved rate structure will, by 2025, increase the average water bill to \$98.62 and wastewater bill to \$121.33 for an average monthly bill of \$219.95.

The District is deeply concerned with the proposed MCL for hexavalent chromium. According to the public workshop, the average monthly bill for a utility of the District's size could increase between \$3-\$53. This means that by 2025 the average monthly water bill could reach \$151.62 for a total monthly bill of \$272.95 once wastewater costs are included. The District finds the amount of \$53 conservative to the true cost of compliance; regardless, these potential figures are infeasible and compromise the human right to water. Thirty percent of the District's ratepayer base are ages 60 and over with the high likelihood of being on a fixed income. Proportionately high bills leave many customers unable to pay and as of April 2022, 50 residential accounts are on year-long payment plans for bill arrearages. High rates could deter the use of water necessary for maintaining well-being and sanitation, going against the District's prioritization of public health and safety. The COVID-19 pandemic highlighted customer inability to pay and enforcing significantly higher compliance costs, ultimately for the ratepayers to bear, would be irresponsible and increase the public's distrust in water purveyors.

In the public workshop, Water Board staff assumed that disadvantaged communities would experience the most difficulties in complying with the proposed MCL for either high contamination rates or financial reasons. They also assumed that significant financial assistance would be available to these communities either through grants or loans. The District is not labelled a disadvantaged community but faces many of the same challenges that disadvantaged communities do. Consequently, the District does not qualify for as much grant funding and loans would still be paid by the ratepayers.



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The District stands in a difficult position of being too well off to receive funding assistance but not large enough to support vital projects given its customer base. It is therefore inappropriate to assume grant funding availability for all systems in need. The budget process does not account for the likelihood of receiving grant funds and a Proposition 218 process would have to occur for rates to reflect new MCL compliance costs.

The District feels that the Water Board should set a higher MCL for hexavalent chromium because it is not a cost effective means of protecting public health. Funding infrastructure projects is the most pressing matter for the District and a lower MCL would be yet another obstacle threatening the community's water security. The District aligns with any additional comments provided by the Association of California Water Agencies (ACWA) and encourages the Water Board to partner with them to determine a new MCL that is both safe and financially attainable. The District's Board of Directors serve the same community as the Water Board and ask for assistance in protecting their ratepayers.

Sincerely,

Hidden Valley Lake Community Services District

A handwritten signature in blue ink, appearing to read "Hannah Davidson".

Hannah Davidson, Water Resource Specialist I

Disaster Reimbursements (Federal & State)						
Year of event	Disaster	Project	Description	Completion	Reimbursed?	Reimbursements
2017	4301	LHHVA01	Pump&Dump	100%	100%	\$ 214,133.04
2017	4301	LKHVB01	Repair&Labor	100%	100%	\$ 16,748.90
2017	4308	LKHVA81	Pump&Dump	100%	100%	\$ 390,533.63
2017	4308	LKHVB81	Repair&Labor	100%	100%	\$ 5,317.17
2017	4308	LKHVF83	Repair&Labor	100%	100%	\$ 652,310.53
2019	4434	100063	Pump&Dump	100%	100%	\$ 916,723.31
2019	4434	100118	Repair	100%	100%	\$ 13,101.71
2019	4434	100126	Repair&Labor	100%	100%	\$ 39,032.81
2019	4434	101502	Repair&Labor	100%	100%	\$ 33,321.19
2019	4434	100138	Repair: Chip seal the WWTP Access Road	100%	90%	\$ 140,207.20
2020	4482 COVID-19	138890	Materials: Purchased for disinfection, and infection prevention methods	100%	0%	\$ 11,095.33
2020	4558 LNU Complex Fire	Cat B 100% (FEMA)	Emergency protective measures -FireBreak	100%	100%	\$ 36,245.32
2020	4558 LNU Complex Fire	Cat B 75% (FEMA) 18.75% (CalOES)	Emergency protective measures -Chipping & Spreading	100%	96%	\$ 143,437.00
2020	4558 LNU Complex Fire	Cat B 100% (FEMA)	Continuity of Operations - Generators - Smoke Soot and Ash	100%	100%	\$ 20,747.18
2020	4558 LNU Complex Fire	Cat B 75% (FEMA) 18.75% (CalOES)	Continuity of Operations - Generators - Smoke Soot and Ash	100%	94%	\$ 44,690.95

Totals:	\$ 2,677,645.27
Actual:	\$ 2,677,645.27

Access Road

7/2 Requested update of closeout status of this project. Response: "The other projects are still being worked on by Cal OES Recovery Closeout team."

3/3/22 Received a request for clarification from the closeout team.

3/31/22 CalOES closeout team requested detailed cost breakdown on all items related to Access Road totalling \$140,207.20 (See attached)

5/11/22 Replied to a further clarification request for closeout total of \$140,207.20

COVID19

12/21 Deposited \$11,095.33

Debris Removal & Generators

9/3 Deposited \$236,187.45 (\$112,500 + \$20,747.18 + \$36,245.32 + \$30,937 + \$35,757.95)

9/7 Deposited \$8,933

Federally funded, non-disaster projects (HMGP)					
Related Disaster	Project	Description	Completion	Reimbursed?	Reimbursement
4344	512	LHMP: Writing the Plan	100%	95%	\$ 86,307.63
4382	112	Unit 9 Tank: Replacing this tank	0%	0%	\$ 1,300,000.00
4407/4431	57	Generators: Installing at Booster Stations	0%	0%	\$ 748,048.00
4558	398	Defensive Space, Ignition Resistant Construction (DSIRC)	0%	0%	\$ 1,400,000.00
4558	428	Water Mains Planning	0%	0%	\$ 500,000.00

Totals:	\$ 4,034,355.63
Actual:	\$ 86,307.63

LHMP

7/2 Inquired on the status of this project. Response: "This project is in FEMA closeout and with FEMA, so soon as we hear back – which can take a little time – we will let you know. In the meantime I will keep this on my radar."

4/15 Received Financial Reconciliation and Project Closure notification for \$8,795.54

Unit 9 Tank

10/12 On-site Cultural Site Survey conducted.

1/21 Notified CalOES of CEQA NOE from county, and change of plans.

1/25 Currently working through the definition of "ground-breaking" with FEMA & CalOES.

2/3 Received CalOES letter that FEMA is "ready to obligate"

2/9 Received FEMA approval letter

2/18 Welcome Call - Discussed procurement

2/23 Kick-off Call - Discussed procurement

3/11 Delay in obligation documentation

4/29 Developed RFP for design & plan specification

5/6 District counsel will assist with developing District policies that embody Federal procurement policies (2 CFR 200.317 - 200.326)

5/9 RFP and Professional Services Agreement for design & planning reviewed by Coastland

Generators

7/27 Responded to final edits requests for Generator re-submittal

8/12 Planning Partners (environmental consultant) completed edits to the environmental checklist of the subapplication

8/24 Submitted updated environmental checklist to CalOES.

10/6 Confirmed Authorized Agent info.

11/2 Responded to RFI

3/1 Responded to RFI

3/25 Responded to RFI

Defensive Space, Ignition Resistant Construction (DSIRC)

6/3 Discussed project with Tribal leader

7/27 On-site project walk-thru with tribal leader

10/6 Confirmed Authorized Agent info.

11/3 Responded to RFI

12/1 Notification of FEMA submission

4/11 Received RFI, response due on 4/21

4/27 Submitted submitted completely re-written application and supporting documents in accordance with RFI

Water Mains Planning

5/21 Submitted RFI response

9/27 Submitted RFI response

10/6 Confirmed Authorized Agent info

12/1 Notification of FEMA submission

3/8 Received confirmation that Letters of Support are not necessary

State Funded projects (Prop 1, Prop 68, BIL)					
Funding Agency	Project	Description	Completion	Reimbursed?	Reimbursement
DWR/IRWM	206	I & I	75%	59%	\$ 375,000.00
DWR/IRWM	205	Unit 9 Tank	10%	0%	\$ 450,000.00
DWSRF	214	Mainlines	0%	0%	\$ 806,112.00
Totals:					\$ 1,631,112.00
Actuals:					\$ 222,375.00

I&I, Unit 9 Tank

3/4 **I & I:** On-site assessment of North Shore Ct easement by Coastland

4/1 **I & I:** Received design approach from Coastland (See attached)

4/1 **I & I:** Updated timeline and budget to DWR Project Plan

4/29 **I & I:** Submitted progress report and reimbursement request for \$5,046.77 (See attached)

5/6 **I & I:** North Shore Ct easement repair design & plan specifications complete

5/13 **I & I:** North Shore Ct easement repair Notice of Invititation to Bid is agendized for Board of Director's approval (\$252,183)

4/1 **Unit 9 Tank:** Updated timeline and budget to DWR Project Plan

4/15 **Unit 9 Tank:** Received confirmation that DWR has completed FAPP2 (Financial Assessment Policy & Procedure #2) on this project, which is also known as the CEQA review process

Mainline Rehabilitation

5/5 Submitted General Application Package (GAP) - Planning to the Drinking Water State Revolving Fund (DWSRF) program

AMI

- 3/3 AMI Town Hall presentation
- 3/4 Submitted request for Fiscal Recovery Funding for \$286,131.12
- 3/22 Received notification of shipment for replacement meters
- 3/28 Received email from Asm Aguiar-Curry's office regarding AMI project
- 5/13 Next phase of meters & radios to be ordered

FLASHES

- 3/11 Ad Hoc meeting scheduled
- 3/15 CPUC ex parte meeting, shared concerns of MIP criteria
- 3/21 Received notification of phase 2 multibenefit funding closure and phase 3 opportunity
- 3/31 IRWM Special Meeting to vote on set-aside for multi-benefit funding.
- 4/15 Discussed new funding opportunities offered by the Department of Energy (See attached)

CalFire

- 1/20 Submitted request for Fire Prevention Grant tracking number
- 2/1 Received response to Partner Commitment letter
- 2/9 Submitted grant application for \$667,261.
- 4/2 Attended CalFire Open House in Middletown

IRWM/DWR

- 2/2 Submitted Project Interest Form (PIF) to be added to the WestSideSAC IRWM project list.
- 3/9 \$2M Mainlines PIF accepted into WestSideSAC IRWM project list
- 5/11 \$60M FLASHES project accepted to project list

USDA

- 1/10 Submitted request to RDAApply program
- 1/21 Researching possible funding combination with DWR Drought relief.

Drought & COVID Relief Funding

3/4 Submitted request for Fiscal Recovery Funding for \$48,150.14

3/24 Met with Congressman Thompson & staff to discuss District needs & funding opportunities

3/25 Developed Hazard Pay policy

3/29 Met with Asm Aguiar-Curry staff to discuss District needs & funding opportunities

4/27 Met with Sen McGuire to discuss District needs & funding opportunities

SCADA

11/10 Meeting to review condition assessment data, and discuss recommendation. Summary of deficiencies illustrated with color-coded scoring system

12/10 Meeting to discuss ANSI/ISA 18.2 life cycle and SCADA alarm strategy

2/17 SCADA Master Plan review meeting

3/29-30 Internal meetings to review SCADA Master plan draft

4/12 Met with GHD to review comments and recommendations

5/13 SCADA Master Plan agendized to be approved & adopted by the Board of Directors.

Other activities

2/3 Submittal of Moonridge Rd documents to SDRMA

2/22 Received revised sewer Ordinance

2/22 Reviewed SGA memorandum

3/18 Met internally to discuss new sewer Ordinance

3/21 Met with counsel on new sewer Ordinance

3/22 Wastewater Arrearages program paperwork submitted

3/31 Submitted District newsletter in printed bills and e-bills

4/14 Received finalized Ordinance from counsel

5/13 Wastewater Ordinance 60 agendized to be approved & adopted by the Board of Directors

Potential projects (LHMP)					
Priority	Funding Agency	Project	Description	Costs	Notes
1	HMGP (FEMA)	SCADA	Technology refresh	\$ 1,000,000	Initial Feasibility discussions underway, Joined Demand Response program to qualify for rebates
1	HMGP (FEMA)	Tanks	Replace wooden tanks	\$ 5,400,000	Subapplication submitted for one tank only, 4558 - NOI
1	HMPG (FEMA)	I & I	Pipe-bursting	\$ 1,000,000	Grant funds awarded for first pipe-bursting
1		RRP, ERP	Requirement of AWIA of 2018	\$ 200,000	Due 3/21, Possible 4482-NOI opportunity
1	HMGP (FEMA)	Water	Correlators, AirVacs, Lines, Meters	\$ 5,500,000	ESCOs can support energy savings projects
2		WMP	Water Master Plan	\$ 100,000	This is 20 years old. Is a reference document for grant applications
2	HMGP (FEMA)	WWTP	EQ Basin, Sludge Beds	\$ 6,000,000	Every flooding disaster in the last 4 years has damaged a portion of the WWTP. Possible developed contributions.
2		SWP	Stormwater Master Plan	\$ 200,000	This is 20 years old. Opportunity for regional benefits.
2		Stormwater	Implement Stormwater Master Plan Improvements	\$ 10,000,000	Phase 1 - Culverts in the Flood detention basin, previous NOI accepted for this activity
2	HMGP (FEMA)	Well	Drill a new well	4000000	Water Resilience, Contamination Mitigation, possible developer assistance
2	FMAG (FEMA)	Fuels Mitigation	Defensible Space, Concrete detention basin, masonry buildings	\$ 400,000	Possible 4558-NOI opportunity
2	FMAG (FEMA)	Hydrants	Improvements	\$ 4,100,000	Previous NOI accepted for this activity
2	PDM (FEMA)	GIS	Fully develop database, O&M	\$ 400,000	Management, maintenance, and communications tool
3		PAP	Public Awareness Program	\$ 200,000	Disaster preparedness, response and recovery
3	HMGP (FEMA)	CL2 valve	Automatic shut-off valve	\$ 50,000	Operator Safety, RMP improvement list
3	HMGP (FEMA)	CL2 Analyzers	Chlorination Basin improvements	\$ 100,000	Flow-based treatment process will streamline WWTP
3	HMGP (FEMA)	Earthquake	Retrofits	\$ 5,000,000	
3		Levee	Certification	TDB	Opportunity for regional benefits, flood insurance
3		Dam	Inundantion Mitigation	TDB	Infrastructure improvements



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4/29/2022

Lake County Special Districts Administration
230 N. Main Street
Lakeport, CA 95453

Attention: Jesus Salmeron

Re: Sub-Agreement between Lake County Special Districts (LCSD) and Hidden Valley Lake Community Service District (HVL CSD) - Request for Reimbursement-Invoice #5 Project 5: HVLCSO Infiltration and Inflow Mitigation Plan.

This is an official invoice requesting disbursement under the above referenced Sub-Agreement in the amount of: \$5,046.77. This invoice certifies that all requirements of the Sub-Agreement have been met.

It is understood that once your thorough review of this invoice is completed that all the documentation is then submitted to the State Department of Water Resources (DWR) for accuracy and completeness of all costs as we have presented them to you.

It is further understood that once the State DWR approves our request for disbursement under this invoice and all monies are in the County Treasury you being the original Grantee of the above referenced Sub-Agreement will be remitted the reimbursement payment for disbursement to us.

Thank you for your consideration,

Alyssa Gordon
Project Manager
Hidden Valley Lake Community Services District
707-533-9073
agordon@hvlcsd.org

COST SUMMARY RECORD

Sub-Applicant		Project	
Hidden Valley Lake Community Services District		I & I Mitigation	
Lead Agency			
Lake County Special Districts			
Description of Work Performed:			
I & I Mitigation			
	Hours	Costs	Comments
Labor: Regular Time	20.25	\$859.27	
Equipment	0.00	\$0.00	
Material		\$0.00	
Contracts		\$4,187.50	
Total		\$5,046.77	



2021 INFRASTRUCTURE PACKAGE NEW PROGRAM PROFILE



Department: U.S. Department of Energy

Electric Grid Reliability and Resilience Research, Development and Demonstration

Program Overview

The program provides federal financial assistance to demonstrate innovative approaches to transmission, storage, and distribution infrastructure to harden resilience and reliability and to demonstrate new approaches to enhance regional grid resilience. It is implemented through states by public and publicly-regulated entities on a cost-shared basis.

Program Eligibility

Eligible entities include states, Indian tribes, units of local government, and public utility commissions.

Funding Information

A total of \$1 billion will be made available to support awards through this program for fiscal years 2022 through 2026.



Eligible Projects

- Eligible projects should improve the resilience, safety, reliability, and availability of energy; and environmental protection from adverse impacts of energy generation.



2021 INFRASTRUCTURE PACKAGE NEW PROGRAM PROFILE



Department: U.S. Department of Energy

Energy Infrastructure Federal Financial Assistance Program

Program Overview

The purpose of this program is to coordinate and collaborate with electric sector owners and operators to demonstrate innovative approaches to transmission, storage, and distribution infrastructure to harden and enhance resilience and reliability; and to demonstrate new approaches to enhance regional grid resilience, implemented through States by public and rural electric cooperative entities on a cost-shared basis.

Program Eligibility

Eligible entities include states, tribes, local government, and public utility commissions.

Funding Information

A total of \$5 billion will be made available to support awards through this program for fiscal years 2022 through 2026. \$1 billion in funding will be reserved for rural areas. Rural areas are cities, towns, or unincorporated areas that have a population of less than 10,000 inhabitants.



Eligible Projects

- Eligible projects include improving siting or upgrading transmission and distribution lines; reducing greenhouse gas emissions from energy generation by rural or remote areas; providing or modernizing electric generation facilities; developing microgrids; and increasing overall energy efficiency.





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MEMO

To: Board of Directors
From: Dennis White
Date: May 17, 2022
RE: General Manager's Report

Below is an overview of District operational activities.

Senator McGuire and staff on eligibility for funding 4/27/2022

- We met with Senator McGuire to discuss funding of multiple projects. We narrowed it down to the main topic of water mainline replacement, and he was very receptive and interesting in helping. He has committed his staff to following up with our staff to help steer us in the right directions. He is aware of our request for the rehabilitation of 8 miles of mainline at a cost of \$22M. With his help and guidance this would be a very good jump start to our underground infrastructure...but we would still have some heavy lifting to do.

Management of the Day-to-Day Operations

Finance

OPEB liability projections seem to have a lot more investigative work to do as it may appear OPEB is designed to be an all-in function due to IRS regulation of a 115 trust.

Budget Update – You will see the latest revisions in this evening's agenda item. We have updated some of the project allocations yet remain balanced.

Staff has tried to predict gas and electrical prices and adjusting budget line items accordingly. Global products and supply chain will be another factor to consider. I really don't see a whole lot of wiggle room. Good Job Trish!

It has been determined that a small number of our commercial customers were using a single water meter for both drinking water and irrigation purposes. This combined water usage did not reflect the NBS rate study calculations for cost of service. The District granted these customers one year to establish separate irrigation meters while the District used the legacy method of wastewater charges. That time has now come to an end and they will now be put back into the proper charging method for commercial customers. In particular, Tom Ivey and his team have been working at getting these irrigation meters installed.



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When it comes to the SB998 (new arrearages regulation) Trish and staff seem to have it down. It is quite the guideline to follow but they make it look easy. GREAT JOB STAFF!

Bond review – Staff met with NHA Advisors to discuss initial findings for potential revenue bond. While a re-finance of our current loan is not advisable on its own at the moment, a combination of new bond, with loan refinance might make more sense. This bond effort is predicated on the fact that current capital improvement projects are not moving forward. NHA has determined that projected rate revenues can support over \$10M, over 30 years.

Drought

Our recharge rate for our production wells, continues to be over 100%. The District has reach out to other agencies to let them know “if there’s a need for water please don’t hesitate to contact our office - we’re here to assist”. For the time being, it looks like the state has stepped in to assist with their needs. As we move forward into what looks to be a very dry year, we will continue to monitor our well production along with recovery very closely throughout the summer. The District is also presenting a proposal to Brambles to supply Reclaimed water for their needs later this week.

Insurance

So the insurance saga continues. We hope to have more information for you by tonight’s meeting. Here is the chronology of what has happened so far.

- Original premium costs \$173,000 - \$176,000 per year based on District property values of \$13M
- Updated premium costs \$276,000 – 279,000 per year based on District additional property values of \$29M
- Second updated premium costs of \$208,000 based on District total property values at \$24M
- Herein lies the question: Do we want to stay with the additional \$29M at the additional cost of \$102,000 or cut some items and bring it down to \$24M and bring the additional premium down around \$54,000?
- We currently gave a budget of \$208,000 pending this review but not final.

Staffing

I am sad to say Marty has ventured on to other horizons. We would like to wish him good fortune. That brought us to a spot to fill. We are happy to say Lisa has excepted the position as a full-time account representative. During the interview process we were also able to fill the part-time position Lisa had previously held. Additionally we are considering the possibility of making this position full-time due to work loads, pending a budget approval. Staff is looking forward to meeting the newest part of our team.



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Major Projects

- **Mainlines**
 - The IRWM has approved the Mainlines rehabilitation project to its project list (Project #214). This is helpful when pursuing State Revolving Fund assistance.
 - Staff is applying for funding assistance through the Drinking Water State Revolving Fund
 - We are still waiting to hear results from our \$22M Design & Construction application to DWR's Small Community Drought Relief Program (SCDRP), yet external reports indicate this program is over subscribed.
 - The letter of commitment (LOC) with Trane for the FLASHES project remains in effect. This LOC include a \$5M up-front payment to the District.

- **Tank 9**
 - A thorough review of federal procurement guidelines has initiated efforts to write new policies, professional services agreements, and operation procedures prior to the procurement of Design Engineering.
 - We continue to await revisions promised by FEMA HMGP for Obligation documentation.

- **I & I**
 - As you will see later in the agenda, the next construction phase of I&I is ready to go, pending the Director's approval

- **AMI**
 - Staff has narrowed down the number of "tamper" errors to zero.
 - We are forecasting the completion date of our existing inventory, and planning for the next installment of meters.

- **SCADA**
 - As you will see later in the agenda, SCADA/CyberSecurity Master Plan is ready for adoption, Mike from GHD has been kind enough to join us tonight to review their findings.

- **DSIRC**
 - Following a pretty major re-write request, staff has submitted essentially what is a new Subapplication for the Defensive Space, Ignition Resistant Construction project to FEMA HMGP.

- **Project closeouts**
 - The 2019 rainstorms that damaged wastewater facilities including the access road, is now in final closeout with CalOES
 - The LHMP planning grant is now in final closeout with CalOES

**ACTION OF
HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT**

DATE: May 17, 2022

AGENDA ITEM: Adoption of Sewer Ordinance 60

RECOMMENDATIONS: Adopt Sewer Ordinance 60

FINANCIAL IMPACT: None

BACKGROUND:

*Note: This is the Second Reading of Ordinance 60

During the rainy season of 21/22, staff began to investigate enforcement capabilities that were within the purview of the sewer ordinance. After success with manhole lid replacements, lateral repairs, and sewer line replacements, staff was looking to prevent stormwater intrusion from other sources. Upon further research, it was determined that the District sewer Ordinance was in need of updating. Legal counsel was consulted and tasked with facilitating this update. The Ordinance that is presented today is in draft form, for your review. This Ordinance encompasses the needed enforcement language to move forward with I & I mitigation, as well as referencing current and potential District and customer responsibilities for a growing District. This Ordinance is presented for approval and adoption by the Board of Directors.

HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT
ORDINANCE NO. 60

AN ORDINANCE ESTABLISHING RULES AND REGULATIONS FOR THE CONNECTION AND USE OF WASTEWATER FACILITIES, WASTEWATER DISCHARGE AND PRETREATMENT REGULATIONS, AND REPEALING ORDINANCE NOS. 3, 48, AND 59.1

Section 1. Purpose and Policy.

- a) This Ordinance sets forth uniform requirements for Users of the District's Publicly Owned Treatment Works (POTW) and enables the District to comply with applicable State and federal law, including the Clean Water Act (33 U.S.C. section 1251 et seq.) and the General Pretreatment Regulations (Title 40 of the Code of Federal Regulations (CFR) Part 403). The objectives of this Ordinance are to:
1. Protect District personnel who may be affected by wastewater and sludge in the course of their employment and the general public;
 2. Prevent the introduction of Pollutants into the District's wastewater collection system which would cause Interference with the system, the District's POTW, or other District operations.
 3. Prevent the introduction of Pollutants into the District's wastewater collection system which cannot sufficiently be treated and Pass Through the District's POTW, or which will have a deleterious effect on the District's POTW, or which are incompatible with the District's treatment operations.
 4. Promote reuse and recycling of wastewater and sludge from the POTW;
 5. Provide for fees for the equitable distribution of the cost of operation, maintenance, and improvement of the POTW; and

Enable the District to comply with its Wastewater Discharge Requirements, sludge use and disposal requirements, and any other applicable federal or State law to which the POTW is subject.

- b) This Ordinance authorizes the issuance of Wastewater Discharge Permits; provides for monitoring, compliance, and enforcement activities; establishes administrative review procedures; requires User reporting; and provides for the setting of fees for the equitable distribution of costs resulting from the program established herein.
- c) **Applicability.** This Ordinance shall apply to all Users of the POTW, including any Users outside of the District's service area and tributary to the District's sewerage facilities.

Section 2. Definitions and Abbreviations.

- a) **Definitions** – For the purposes of this Ordinance, the terms used herein are defined as follows:
1. **“Act” or “the Act”** means the Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. section 1251 et seq.
 2. **“Best available technology”** means the best control and treatment measures that are available and economically achievable.
 3. **“Best management practices” or “BMPs”** means schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to implement prohibitions listed in this Ordinance. BMPs also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw materials storage.
 4. **“Biochemical Oxygen Demand” or “BOD”** means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for five (5) days at twenty (20) degrees Celsius, usually expressed as a concentration (e.g., milligrams per liter (mg/l)).
 5. **“Board”** means the Board of Directors of Hidden Valley Lake Community Services District.

6. **“Categorical Industrial User”** means an Industrial User subject to a Categorical Pretreatment Standard or Categorical Standard.
7. **“Categorical Pretreatment Standard”** or **“Categorical Standard”** means any regulation that contains Pollutant discharge limits promulgated by the United States Environmental Protection Agency (EPA) in accordance with sections 307(b) and (c) of the Act (33 U.S.C. section 1317) that apply to a specific category of Users and that appear in 40 CFR Chapter I, Subchapter N, Parts 405-471.
8. **“Chemical Oxygen Demand”** or **“COD”** means a measure of the oxygen required to oxidize all compounds (organic and inorganic) in water.
9. **“Cleanout”** means a pipe, typically located within two (2) feet of a building, with a cap that provides access to the Side Lateral so that blockages can be removed. Cleanouts are owned, operated, and maintained by Owners.
10. **“Collection System”** means the District’s pipelines, including Sewer Laterals and Sewer Mains, pump stations, manholes lift stations, and other appurtenances, which collect and transport wastewater to the District’s POTW.
11. **“Compliance Schedule”** means a schedule of remedial measures and includes an enforceable sequence of actions or operations that leads to compliance with an effluent limitation or other limitation, prohibition, or standard.
12. **“Commercial User”** means any non-residential User, including a business activity that is not otherwise classified as an industrial User, and that introduces wastewater that is determined by the Wastewater Treatment Plant Legally Responsible Official to consist primarily of sewage into the POTW .
13. **“Contamination”** means an impairment of the quality of the environment (including waters of the State) by waste to a degree which creates a hazard to public health through the spread of disease or creation of toxic conditions. “Contamination” includes any equivalent effect that results from the disposal of waste, whether or not waters of the State are affected.
14. **“Control Authority”** means the District.
15. **“Customer”** means any Person with an account with the District for service. The Customer may be the owner, tenant, or property manager, as appropriate.
16. **“Daily Average”** means the arithmetic average of all effluent samples for a Pollutant collected during a calendar day.
17. **“Daily Average Limit”** means the maximum allowable discharge limit of a Pollutant during a calendar day. Where Daily Average Limits are expressed in units of mass, the daily discharge is the total mass discharged over the course of the day. Where Daily Average Limits are expressed in terms of a concentration, the daily discharge is the arithmetic average measurement of the Pollutant concentration derived from all measurements taken that day.
18. **“Discharger”** means any person, firm, association, corporation, governmental agency or other entity who or which disposes of wastewater into a Sanitary Sewer system that is connected to, or part of, the Collection System and/or POTW.
19. **“District”** means Hidden Valley Lake Community Services District.
20. **“District Engineer”** means the engineer appointed by and acting for the Board and shall be a Registered Professional Civil Engineer.
21. **“District Facilities”** means the Collection System and the POTW.
22. **“Domestic Wastewater”** means the liquid and solid waterborne wastes derived from the ordinary living processes of humans of such character as to permit satisfactory disposal, without special treatment, into the public sewer or by means of a private disposal system.
23. **“Duly Authorized Representative”** means:

- A. Where the User is a corporation: (i) The president, secretary, treasurer, or a vice-president of the corporation in charge of a principal business function, or any other Person who performs similar policy or decision-making functions for the corporation; or (ii) The manager of one (1) or more manufacturing, production, or operating facilities, provided the manager is authorized to make management decisions that govern the operation of the regulated facility, including having the explicit or implicit duty to make major capital investment recommendations and initiate and direct other comprehensive measures to assure long-term compliance with environmental laws and regulations; can ensure that the necessary systems are established or actions taken to gather complete and accurate information for Wastewater Discharge Permit requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures.
 - B. Where the User is a partnership or sole proprietorship: a general partner or proprietor, respectively.
 - C. Where the User is a federal, State, or local governmental facility: a director or highest official appointed or designated to oversee the operation and performance of the activities of the government facility, or their designee.
 - D. The individuals described in paragraphs (i) through (iii) above may designate a Duly Authorized Representative if the authorization is submitted to the District in writing and specifies the individual or position with overall responsibility for operation of the facility from which the discharge originates or overall responsibility for the company's environmental matters.
24. **"Duplex Lift Pump Station"** means a two-pump installation whereby one pump is used as a backup or standby unit in the event of a failure of the other pump.
 25. **"Environmental Protection Agency"** or **"EPA"** means the United States Environmental Protection Agency or, where appropriate, the Regional Water Management Division Director, the Regional Administrator, or other duly authorized official of EPA.
 26. **"Existing Source"** means any source of discharge that is not a "New Source."
 27. **"Flow"** means the volume of wastewater measured during a period of time (e.g. gallons per minute or MGD).
 28. **"Garbage"** means solid wastes from the preparation, cooking, and dispensing of food; from the handling, storage, and sale of produce; and paper and plastic wastes.
 29. **"General Manager"** means the General Manager of the Hidden Valley Community Services District, who is appointed by the Board of Directors.
 30. **"Grab Sample"** means a sample that is taken from a wastestream without regard to flow in the wastestream and over a period of time not exceeding fifteen (15) minutes.
 31. **"Indirect Discharge"** means the introduction of Pollutants into the POTW from any non-domestic source.
 32. **"Individual Lift Pump"** means a sewer pump that services a building too low in elevation to obtain gravity flow. An Individual Lift Pump is owned and maintained by the Owner.
 33. **"Industrial wastes"** means the wastes generated by or from industrial processes (including cooling) and/or any wastewater other than sewage generated by an Industrial User. Generally, industrial wastes differ from sewage in quantity, strength, temperature, pH, or other chemical constituents, and have the potential, as determined by the District, to adversely impact the operation of the treatment works.
 34. **"Industrial User"** means a source of Indirect Discharge. For purposes of notification or service, "Industrial User" means the Duly Authorized Representative
 35. **"Instantaneous Limit"** means the maximum concentration of a Pollutant allowed to be discharged at any time determined from the analysis of any discrete or composited

sample collected, independent of the industrial flow rate and duration of the sampling event

36. **“Interference”** means a discharge that alone or in conjunction with a discharge or discharges from other source(s) inhibits or disrupts the POTW, its treatment processes or operations, or its sludge processes, use, or disposal and thus is a cause of a violation of the District's Wastewater Discharge Requirements or of the prevention of sewage sludge use or disposal in compliance with any of the following statutory/regulatory provisions or permits issued thereunder or any more stringent State or local regulations: section 405 of the Act: the Solid Waste Disposal Act, including Title 11 commonly referred to as the Resource Conservation and Recovery Act (RCRA): the Clean Air Act: and the Toxic Substances Control Act.
37. **“Local Limit”** means a specific discharge limit developed and enforced by the District upon industrial or commercial facilities to implement the general and specific discharge prohibitions listed in 40 CFR section 403.5(a)(1) and (b).
38. **“Mass Emission Rate”** means the weight of material discharged to the sewer system during a given time interval. Unless otherwise specified, the mass emission rate shall mean pounds per day of a particular constituent or combination of constituents.
39. **“Mechanical garbage grinder”** means a mechanical device for pulverizing quantities of garbage.
40. **“Medical wastes”** means isolation wastes, infectious agents, human blood and blood products, pathological wastes, sharps, body parts, contaminated bedding, surgical wastes, potentially contaminated laboratory wastes, and dialysis wastes.
41. **“Monthly Average”** means the sum of all daily discharges measured during a calendar month divided by the number of daily discharges measured during that month.
42. **“Monthly Average Limit”** means the highest allowable average of daily discharges over a calendar month calculated as the sum of all daily discharges measured during a calendar month divided by the number of daily discharges measured during that month.
43. **“Multiple Living Unit Buildings”** means a building for residential purposes containing more than one kitchen or having facilities for the occupancy of more than one person or families, including but not limited to the following:
 - hotels
 - motels
 - auto courts
 - trailer courts
 - apartment houses
 - duplex
 - rooming houses
 - boarding houses
 - dormitories
44. **“New Source”** means:
 - A. Any building, structure, facility, or installation from which there is or may be a discharge of Pollutants, the construction of which commenced after the publication of proposed Pretreatment Standards under section 307(c) of the Act that will apply to such source if such Standards are thereafter promulgated in accordance with that section, provided:
 - i. The building, structure, facility, or installation is constructed at a site at which no other source is located; or
 - ii. The building, structure, facility, or installation totally replaces the process or production equipment that causes the discharge of Pollutants at an Existing Source; or

- iii. The production or Wastewater generating processes of the building, structure, facility, or installation are substantially independent of an Existing Source at the same site. In determining whether these are substantially independent, consider factors such as the extent to which the new facility is integrated with the existing plant and the extent to which the new facility is engaged in the same general type of activity as the Existing Source.
 - B. Construction on a site at which an Existing Source is located results in a modification rather than a New Source if the construction does not create a new building, structure, facility, or installation meeting the criteria of Subsection MI-15-6101(f)(24)(A), paragraph (ii) or (iii) above, but otherwise alters, replaces, or adds to existing process or production equipment.
 - C. Construction of a New Source commenced if the owner or operator has:
 - i. Begun or caused to begin as part of a continuous onsite construction program any placement, assembly, or installation of facilities or equipment or significant site preparation work (including clearing, excavation, or removal of existing buildings, structures, or facilities) that is necessary for the placement, assembly, or installation of New Source facilities or equipment; or
 - ii. Entered into a binding contractual obligation for the purchase of facilities or equipment intended to be used in the New Source's operation within a reasonable time. Options to purchase or contracts that can be terminated or modified without substantial loss and contracts for feasibility, engineering, and design studies do not constitute a contractual obligation under this Section.
- 45. **“Noncontact Cooling Water”** means water used for cooling that does not come into direct contact with any raw material, intermediate product, waste product, or finished product.
- 46. **“Nuisance”** means anything that meets all of the following requirements:
 - A. Is injurious to health, or is indecent or offensive to the senses, or an obstruction to the free use of property, so as to interfere with the comfortable enjoyment of life or property;
 - B. Affects at the same time an entire community or neighborhood, or any considerable number of Persons, although the extent of the annoyance or damage inflicted upon individuals may be unequal; and
 - C. Occurs during or as a result of the treatment or disposal of wastes.
- 47. **“Outside Sewer”** means a Sanitary Sewer beyond the limits of the District’s service area. An Outside Sewer is not subject to the control or jurisdiction of the District.
- 48. **“Owner”** applied to a building or land, includes any part owner, joint owner, tenant in common, tenant in partnership, joint tenant of, or owner of an undivided interest or condominium interest in the whole or part of such building or land. “Owner” also means a developer, agent, or other person authorized in writing to act for the owner with respect to such building or land.
- 49. **“Owner Facilities”** includes the Side Lateral and any other pipelines from a building or property up to, and including, the connection at the Sewer Lateral, Cleanout, Individual Lift Pump. Owner Facilities also includes sampling manholes, flow meters, grease interceptors, sewer overflow protection devices, and other pretreatment facilities, if any. Owner Facilities are owned, operated, and maintained by the Owner.
- 50. **“Pass Through”** means a discharge that exits the POTW into waters of the United States in quantities or concentrations which, alone or in conjunction with a discharge or discharges from other sources, is a cause of a violation of any requirement of the District's NPDES Permit and includes an increase in the magnitude or duration of a violation.
- 51. **“Person”** means an individual, partnership, association, corporation, limited liability company, association, trust or any other legal entity, public or private, and includes any

natural person, firm, organization, company or political subdivision, city, county, the state and the United States of America or any department or agency thereof (excepting the District) unless the code expressly provides otherwise.

52. **“Pollutant”** means dredged soil, solid waste, incinerator residue, filter, backwash, wastewater, wastewater sludge, garbage, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, municipal, agricultural and industrial wastes, and certain characteristics of wastewater (e.g. pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, or odor).
53. **“Pollution”** means an alteration of the quality of waters by waste to a degree that unreasonably affects either the waters for beneficial uses or facilities that include these beneficial uses. "Pollution" may include Contamination.
54. **“Premises”** means a parcel of real estate, including any improvements thereon, which parcel is determined by the District to be a single User for the purposes of receiving, using, and paying for services.
55. **“Pressure Side Lateral”** means a pressurized sewer line through which the sewage from a building is pumped by Individual Lift Pump to the Sewer Main.
56. **“Pretreatment”** means the reduction of the amount of Pollutants, elimination of Pollutants, or alteration of the nature of Pollutant properties in Wastewater prior to or in lieu of introducing such Pollutants into the POTW. This reduction or alteration can be obtained by physical, chemical, or biological processes, process changes, or other means except by diluting the concentration of the Pollutants (unless allowed by an applicable Pretreatment Standard).
57. **“Pretreatment Requirement”** means any substantive or procedural requirement related to Pretreatment imposed on a User other than a Pretreatment Standard.
58. **“Pretreatment Standard”** means Prohibited Discharge Standards, Categorical Pretreatment Standards, and Local Limits.
59. **“Private Sewer”** means a sewer serving an independent sewage disposal system not connected with the Collection System or the POTW and which accommodates one or more buildings or industries.
60. **“Prohibited Discharge Standard”** or **“Prohibited Discharges”** means absolute prohibitions against the discharge of certain substances; these prohibitions appear in Sections 5(a) and 5(b) of this Ordinance.
61. **“Publicly Owned Treatment Works”** or **“POTW”** means a treatment works (as defined by section 212 of the Act) owned by the District. This definition includes any devices or systems used in the collection, storage, treatment, recycling or reclamation of Sewage or industrial wastes of a liquid nature and any sewers, pipes, or other means that convey Wastewater to the District’s Treatment Plant.
62. **“Recycled water”** means water produced by further treatment of secondary effluent as defined in Title 22, California Code of Regulations, Division 4, Environmental Health, Chapter 3, Reclamation Criteria, as it may be amended from time to time.
63. **“Sanitary Sewer”** means a sewer into which wastewater is discharged and to which storm, surface and ground waters are not intentionally admitted.
64. **“Sewage”** means water or other liquid carrying domestic wastes from sanitary conveniences located in residences, industrial, institutional or commercial structures, whether treated or not, together with such other waters as may be present, or any combination of such wastes and waters.
65. **“Sewer”** means a pipe or conduit for carrying sewage and other wastewater.
66. **“Sewer Lateral”** means the sewer pipe in a public street or easement connecting a Side Lateral to the Sewer Main. The Sewer Lateral is owned, operated, and maintained by the District. The District will provide a Sewer Lateral as close as practical to the property being served, and the Owner will maintain the Side Lateral from the building to that point.

67. **“Sewer Main”** means a pipeline owned by the District and dedicated to public use in the District’s Collection System. Except in very rare situations, a Sewer Main serves more than one customer.
68. **“Sewer overflow protection device”** means a device, installed on a Side Lateral, owned, operated, and maintained by the Owner of the property it serves, which prevents sewage overflow from entering a building by rerouting sewage overflow outside the building.
69. **“Side Lateral”** means the sewer pipe on private property connecting a house or a building with the Sewer Lateral. The Side Lateral is owned, operated, and maintained by the Owner of the property which it serves
70. **“Significant Industrial User”** or **“SIU”** means
- A. An Industrial User subject to Categorical Pretreatment Standards; or
 - B. An Industrial User that: (i) Discharges an average of twenty-five thousand (25,000) gallons per day (gpd) or more of process wastewater to the POTW (excluding sanitary, noncontact cooling and boiler blowdown Wastewater); (ii) Contributes a process wastestream which makes up five (5) percent or more of the average dry weather hydraulic or organic capacity of the POTW Treatment Plant; or (iii) Is designated as such by the District on the basis that it has a reasonable potential for adversely affecting the POTW's operation or for violating any Pretreatment Standard or Requirement. Upon a finding that a User meeting the criteria in this paragraph has no reasonable potential for adversely affecting the POTW's operation or for violating any Pretreatment Standard or Requirement, the District may, at any time on its own initiative or in response to a petition received from an Industrial User and in accordance with procedures in 40 CFR section 403.8(f)(6), determine that such User should not be considered a Significant Industrial User.
71. **“Single Family Unit”** means the place of residence for a single family.
72. **“Slug Load”** or **“Slug Discharge”** means any discharge at a flow rate or concentration that could cause a violation of the Prohibited Discharge Standards in this Ordinance. A Slug Discharge is any Discharge of a non-routine, episodic nature, including, but not limited to, an accidental spill or a non-customary batch Discharge that has a reasonable potential to cause Interference or Pass Through or in any other way violate the POTW's regulations, Local Limits, or NPDES Permit conditions
73. **“Storm Water”** means any flow that occurs during or following any form of natural precipitation and results from such precipitation, including snowmelt.
74. **“Total Suspended Solids”** or **“TSS”** or **“Suspended Solids”** means the total suspended matter that floats on the surface of or is suspended in water, Wastewater, or other liquid and that is removable by laboratory filtering.
75. **“Treatment Plant”** means that portion of the District’s POTW designed to provide treatment of municipal Sewage and industrial waste.
76. **“User”** means a recipient of wastewater services, including an applicant for a permit authorized or required under this Ordinance and a permittee of such permit. A User may or may not be a Customer.
77. **“Wastewater”** means treated or untreated liquid and water-carried industrial wastes and Sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, contributed to the POTW.
78. **“Wastewater Discharge Permit Applicant”** means a Person applying for a waste discharge permit in accordance with Section 7 of this Ordinance.
- (b) **Abbreviations** – The following abbreviations used in this Ordinance shall have the meanings respectively ascribed thereto:

BTEX – benzene, toluene, ethyl benzene and xylenes
CCR – California Code of Regulations

CFR – Code of Federal Regulations
GPD – gallons per day
LEL – lower explosive limit
MGD – million gallons per day
mg/L – milligrams per liter
NPDES – National Pollutant Discharge Elimination System
PCBs – polychlorinated biphenyl compounds
POTW – Publicly Owned Treatment Works
SIC – Standard Industrial Classification
TICH – total identifiable chlorinated hydrocarbons
TTO – total toxic organics
TPH – total petroleum hydrocarbons, both gasoline and diesel
USC – United States Code

Section 3. General Provisions.

- (a) **Connection to and Use of District Facilities Required.** The Owner of any building situated within the District's service area and abutting on any street in which there is now located a Sewer Main is hereby required at the Owner's expense to connect said building directly with District Facilities in accordance with the provisions of this Ordinance, within ninety (90) days after date of official notice to do so, provided that District Facilities are within two hundred (200) feet of the nearest point of the property line.
- (1) Following the effective date of this Ordinance, it shall be unlawful for any Person to connect to, construct, install or provide, maintain and use any other means of sewage disposal from said building except by connection to District Facilities in the manner provided in this Ordinance.
- (b) **Separate Side Laterals.** No two adjacent buildings fronting on the same street shall be permitted to join in the use of the same Side Lateral. Every building or industrial facility must be separately connected with the Sewer Main upon which the property abuts or in an easement which will serve said building or industrial facility. However, two or more buildings located on property belonging to the same Owner may be served with the same Side Lateral provided the property cannot be subdivided into smaller legal-sized lots.
- (c) **Use of Existing Side Laterals.** Existing Side Laterals may be used in connection with new buildings only when they are found, upon examination and test by the District Inspector, to meet all requirements of the District.
- (d) **Treatment of Discharged Wastes.** It shall be unlawful to discharge to any stream or watercourse any Sewage, Industrial Wastes, or other Polluted waters, except where suitable treatment has been provided in accordance with the provisions of this Ordinance.
- (e) **Written Agreement for Connection of Outside Sewers.** No Person shall connect any Outside Sewer to District Facilities that Person first enters into a written agreement with the District, which shall bind that Person, his/her heirs, successors, and assigns to abide by all ordinances, rules, and regulations in regard to the manner in which such Outside Sewer shall be used and the manner of connection therewith, and also shall agree to pay all fees set by the District for the privilege of connecting to District Facilities. The granting of such permission for connection of an Outside Sewer to District Facilities shall be at the discretion of the District Board of Directors.
- (f) **Fees.** The District may set, by resolution, capacity and connection fees, and other miscellaneous fees and charges for connection to and use of District Facilities.
- (g) **Owner Responsible for Owner Facilities.** Construction, installation, maintenance, repair, and replacement of Owner Facilities, are the responsibility of the Owner, at no cost to the District.
- (h) **District Access.** The District shall have the right to enter any User's Premises to ensure compliance with all provisions of this Ordinance, to conduct inspection and sampling as provided for under Section 8(b) of this Ordinance, and to make emergency repairs that threaten public health and safety. All Persons, including Owners or occupants of Premises where wastewater is created or discharged, shall allow the District, or its representatives, ready

access at all reasonable times to all parts of the Premises for the purpose of inspections or sampling or in the performance of any of their duties.

- (i) **Notice.** Whenever this Ordinance requires that notice be given, unless this Ordinance specifically provides otherwise, notice shall be given in writing and may be delivered either personally or by deposit in the United States mail in a sealed envelope, postage prepaid, addressed to the person to be notified at his or her last known business or residence address appearing in the public records or in other records of the matter for which notice is given. Notice by mail shall be deemed served at the time of deposit in the United States mail.
- (j) **Construction, Repair, and Replacement of Sewers.** No Sewer Main, Sewer Lateral, Side Lateral, or other sewerage facility may be constructed, altered, repaired, or replaced within the District unless/until the Person has obtained permission from the District and all applicable fees have been paid. Any Person constructing a sewer within a street shall comply with all state, county, and local laws, ordinances, rules, and regulations pertaining to the cutting of pavement, opening, barricading, lighting and protecting of trenches, backfilling and repaving thereof and shall obtain all permits and pay all fees prior to construction. The District may, by resolution, enact or amend rules and regulations pertaining to construction, repair, and replacement of sewers.
- (k) **Limitation of Liability and Indemnification for Use of Treated Wastewater.** District and its officers, agents, and employees shall not be liable for injury or death to any Person or damage to any property arising out of the use and/or application of Recycled Water or treated wastewater produced by the District. All Persons who use and/or apply Recycled Water or treated wastewater produced by the District shall indemnify, hold harmless and defend the District and its officers, agents, and employees from any liability and claims for damages by reason of any injury from any cause whatsoever, to the extent caused or occasioned by, or in any way connected with the use and/or application of Recycled Water or treated wastewater produced by the District.

Section 4. Discharge Requirements.

- (a) **General Discharge Prohibitions.** No User shall introduce or cause to be introduced into the POTW any pollutant or wastewater that causes Pass Through or Interference. These general prohibitions apply to all Users of the POTW whether or not they are subject to categorical pretreatment standards or any other federal, State, or local pretreatment standard or requirement.
- (b) **Specific Discharge Prohibitions.** No User shall introduce or cause to be introduced into the POTW pollutants, substances, or wastewater as follows:
 - (1) Pollutants that create a fire or explosive hazard in the POTW, including, but not limited to, wastestreams with a closed-cup flashpoint of less than 140 degrees F (60 degrees C) using the test methods specified in 40 CFR Section 261.21;
 - (2) Wastewater that has a pH less than 5.0 or more than 12.5 or otherwise causes corrosive structural damage to the POTW or equipment;
 - (3) Solid or viscous substances in amounts that may obstruct the flow in the POTW or cause other interference with proper operation or treatment works;
 - (4) Pollutants (including oxygen-demanding pollutants such as BOD) released in a discharge at a flow rate and/or pollutant concentration that either singly or by interaction with other pollutants may cause obstruction to flow in sewers or other interference with the POTW;
 - (5) Wastewater that may inhibit biological activity in the treatment plant and result in interference;
 - (6) Petroleum oil, nonbiodegradable cutting oil, or products of mineral oil origin in amounts that may cause interference or pass through;

- (7) Pollutants that may result in the presence of toxic gases, vapors, or fumes within the POTW in a quantity that may cause acute worker health or safety problems;
- (8) Trucked or otherwise hauled wastes except in accordance with a wastewater discharge permit or other written authorization issued by the District;
- (9) Noxious or malodorous liquids, gases, solids, or other wastewater that either singly or by interaction with other wastes are sufficient to create a nuisance or hazard to life or prevent entry into the sewers for maintenance or repair;
- (10) Wastewater that imparts color not removable by the treatment process, such as, but not limited to, dye wastes and vegetable tanning solutions that consequently impart color to the treatment plant's effluent and thereby violate any provision of the District's NPDES Permit;
- (11) Wastewater that contains any radioactive wastes or isotopes except in compliance with applicable State or federal law;
- (12) Storm water, surface water, ground water, artesian well water, roof runoff, subsurface drainage, swimming pool drainage, condensate, deionized water, noncontact cooling water, and unpolluted wastewater unless specifically authorized by the District;
- (13) Sludges, screenings, or other residues from the pretreatment of industrial wastes;
- (14) Medical wastes except as specifically authorized by the District in a wastewater discharge permit;
- (15) Wastewater that alone or in conjunction with other sources causes the treatment plant's effluent to fail an applicable toxicity test;
- (16) Detergents, surface-active agents, or other substances that might cause excessive foaming in the POTW;
- (17) Fats, oils, or greases of animal or vegetable origin in concentrations or amounts that may cause interference or pass through;
- (18) Any liquid that contains suspended solids or dissolved matter of such character and quantity that unusual attention or expense is necessary to handle, process, or treat such matter at the treatment plant; or
- (19) Heat in amounts that inhibit or disrupt biological activity in the POTW or that raise influent temperatures above one hundred four (104) degrees F (forty (40) degrees C) unless the Central Valley Regional Water Quality Control Board approves alternate temperature limits that justify an alternate allowable influent temperature.

Pollutants, substances, or wastewater prohibited by this section shall not be processed or stored in such a manner that they could be discharged to the POTW or flow through the system to the receiving water so as to cause a violation of the District's NPDES permit.

(c) **National Categorical Pretreatment Standards.**

- (1) Users must comply with the National Categorical Pretreatment Standards found at 40 CFR Chapter I, Subchapter N, Parts 405-471, including as amended from time-to-time. However, any limits adopted by the District or in this Ordinance that are more stringent than those contained in the Categorical Pretreatment Standards shall apply.
- (2) When wastewater subject to a Categorical Pretreatment Standard is mixed with wastewater not regulated by the same Standard, the District shall impose an alternate limit in accordance with 40 CFR Section 403.6(e).

(d) **State Pretreatment Standards.** State requirements and limitations on discharges shall apply in any case where they are more stringent than requirements or limitations established under federal law or this Ordinance.

(e) **Local Limits and Best Practices.**

- (1) The District shall establish local limits in accordance with 40 CFR Section 403.5(c) as necessary.

- (2) The District may develop best management practices (BMPs) by resolution or in wastewater discharge permits to implement local limits and the requirements of the categorical pretreatment standards.
- (f) **District's Right of Revision.** The District reserves the right to establish more stringent limitations or requirements on discharges to the wastewater disposal system by ordinance or in wastewater discharge permits where consistent with this Ordinance. No establishment or revision of limitations or requirements under this Ordinance shall subject the District to civil liability or penalty for interference with a right (vested or otherwise) of any User.
- (g) **Dilution.** No User shall increase the use of process water or in any other manner attempt to dilute a discharge as a partial or complete substitute for treatment to achieve compliance with a discharge limitation unless expressly authorized by an applicable pretreatment standard or requirement. Nor shall any User increase the use of process water or in any other manner attempt to establish an artificially high flow rate for mass emission rates. The District may impose mass limitations on Users that use dilution to meet applicable pretreatment standards or requirements or as otherwise appropriate.

Section 5. Pretreatment of Wastewater.

- (a) **Limitations.** The General Manager shall, from time-to-time, establish quantitative or other limitations applicable to industrial wastewater discharges when in his or her judgment it is necessary to protect the District's sewerage system or comply with federal, State, or local law. Such limitations shall apply at the industrial wastewater monitoring facility or station prior to mixing with domestic wastewaters. Wastewater discharges in excess of applicable limitations shall constitute excessive concentrations or quantities prohibited by this section. The General Manager shall promulgate and maintain a list of limitations established for restricted wastes that generally apply to all dischargers and shall make such list available upon request.
- (b) **Pretreatment Facilities.** Users shall provide wastewater treatment as necessary to comply with this Ordinance. Users shall achieve compliance with all categorical pretreatment standards, local limits, and the prohibitions set forth in this Ordinance within the time limitations specified by EPA, the State, or the District, whichever is more stringent. The User shall provide, operate, and maintain any facilities necessary for compliance at the User's expense. The User shall submit detailed plans that describe such facilities and operating procedures to the District for its review. The plans submitted shall be acceptable to the District before the User constructs such facilities. The District's review of the plans and operating procedures shall in no way relieve the User from its responsibility to modify such facilities as necessary to produce a discharge acceptable to the District under this Ordinance. The User shall submit and obtain the District's approval of all subsequent changes in the User's pretreatment facilities or method of operation before the User implements any such change. Approval of a User's plans (including changes to the pretreatment facilities or operations) shall not relieve a User of its responsibility to take all steps necessary to comply with wastewater limitations prescribed in accordance with law.
- (c) **Additional Pretreatment Measures.**
 - (1) The District may require Users to restrict their discharges during peak flow periods, discharge certain wastewater only into specific sewers, relocate and/or consolidate points of discharge, separate sewage wastestreams from industrial wastestreams, and satisfy such other conditions as the District may deem necessary to protect the POTW or determine the User's compliance with the requirements of this Ordinance.
 - (2) The District may require waste minimization, source control evaluation, or plans to conserve water or any combination thereof. The District may require investigation of new product or chemical agent substitution, implementation of inventory control procedures, implementation of employee education, conductance of internal audits, and implementing steps as necessary to minimize waste produced.
 - (3) The District may require any Person who discharges into the POTW to install and maintain on that Person's property and at that Person's expense, a suitable storage and

flow-control facility to ensure equalization of flow. The District may issue a wastewater discharge permit for flow equalization.

- (4) The District shall require grease, oil, and sand interceptors when it deems them necessary to the proper handling of wastewater that contains excessive amounts of grease, oil, or sand. The District shall not require such interceptors for residential Users. All interception units shall be of a type and capacity approved by the District and located so as to provide easy access for cleaning and inspection. The User shall inspect, clean, and repair such interceptors at its expense and maintain the same in continuously efficient operation at all times.
 - (5) The User shall keep all domestic wastewaters from rest rooms, showers, drinking fountains, etc., separate from all industrial wastewaters until the industrial wastewaters have passed through any required pretreatment system or device and monitoring facility or station.
- (d) **Accidental Discharge/Slug Discharge Control Plans.**
- (1) Each User shall provide protection from accidental discharge of prohibited materials or other wastes regulated by this Ordinance.
 - (2) The District shall evaluate whether each Significant Industrial User needs an accidental discharge/slug discharge control plan or other action to control accidental discharges and slug discharges. The District may require any User to develop, submit for approval, and implement such a plan or take such other action as may be necessary to control such discharges. Alternatively, the District may develop such a plan for any User. A User's accidental discharge/slug discharge control plan shall at a minimum address the following:
 - A. Discharge practices, including nonroutine batch discharges;
 - B. Stored chemicals;
 - C. Procedures for immediately notifying the District of any accidental discharge or slug discharge as required by this Ordinance; and
 - D. Procedures to prevent adverse impact from any accidental discharge or slug discharge. Such procedures include, but are not limited to, inspection and maintenance of storage areas, handling and transfer of materials, loading and unloading operations, control of plant site runoff, worker training, building of containment structures or equipment, measures for containing toxic organic pollutants, including solvents, and/or measures and equipment for emergency response.
- (e) **Waste-Holding Devices and Hauled Water.**
- (1) Waste from septic tanks, seepage pits, cesspools, chemical toilets, or other approved waste-holding devices or transport vehicles may be introduced into the POTW only at locations and times designated by the District in a wastewater discharge permit or other written authorization of the District. Such waste shall not violate this Ordinance or any other requirements established by the District.
 - (2) The District may require haulers of industrial waste to obtain wastewater discharge permits. The District may require generators of hauled industrial waste to obtain wastewater discharge permits. The District also may prohibit the disposal of hauled industrial waste. The discharge of hauled industrial waste is subject to all other requirements of this Ordinance.
 - (3) Industrial waste haulers may discharge loads only at locations designated by the District and with the District's prior consent. The District may collect samples of each hauled load to ensure compliance with applicable standards and require the industrial waste hauler to provide a waste analysis of any load prior to discharge.
 - (4) Industrial waste haulers shall provide a waste-tracking form for every load. This form shall include at a minimum the name and address of the industrial waste hauler, permit number, truck identification, names and addresses of the waste sources, and volume

and characteristics of waste. The form shall identify the type of industry, known or suspected waste constituents, and whether any wastes are hazardous wastes under RCRA.

Section 6. Wastewater Discharge Permits

- (a) **Wastewater Analysis.** When requested by the District, a User must submit information on the nature and characteristics of its wastewater within thirty (30) days of the request. The District may prepare a form for this purpose and require Users to update this information periodically.
- (b) **Wastewater Discharge Permit Requirement.**
 - (1) No Significant Industrial User (SIU) shall discharge industrial wastewaters directly or indirectly to the Collection System or POTW except in accordance with a wastewater discharge permit issued by the District. The SIU shall obtain the wastewater discharge permit before the SIU commences any construction of new or modified facilities that will discharge the industrial wastewater into the sewerage system.
 - (2) The District may require other Users to obtain wastewater discharge permits as necessary to carry out the purpose of this Ordinance.
 - (3) Any violation of the terms and conditions of a wastewater discharge permit is a violation of this Ordinance and subjects the wastewater discharge permittee to enforcement remedies provided for in Section 11. Obtaining a wastewater discharge permit does not relieve a wastewater discharge permittee of its obligation to comply with all federal and State pretreatment standards or requirements or with any other requirements of federal, State, or local law.
- (c) **New Connections.** Any User required to obtain a wastewater discharge permit that proposes to begin or recommence discharging into the POTW must obtain the wastewater discharge permit before the User begins or recommences such discharge. The User must file an application for the wastewater discharge permit at least one hundred eighty (180) days before the date upon which any discharge will begin or recommence.
- (d) **Wastewater Discharge Permit Fee and Application Contents.** The District may assess a wastewater discharge permit fee payable to the District prior to the discharge. All Users required to obtain a wastewater discharge permit must submit an application on a form supplied by the District. The application may require the following information:
 - (1) **Identifying Information.** The name and address of the facility (including the name of the operator and owner); contact information; and a description of activities, facilities, and plant production processes on the premises;
 - (2) **Environmental Permits.** A list of any environmental control permits held by or for the facility;
 - (3) **Description of Operations.** (i) A brief description of the nature, average rate of production (including each product produced by type, amount, processes, and rate of production), and standard industrial classifications of the operation(s) carried out by such User. This description should include a schematic process diagram, which indicates points of discharge to the POTW from the regulated processes; (ii) types of wastes generated and a list of all raw materials and chemicals used or stored at the facility which are or could be accidentally or intentionally discharged to the POTW; (iii) number and type of employees, hours of operation, and proposed or actual hours of operation; (iv) type and amount of raw materials processed (average and maximum per day); and (v) site plans, floor plans, mechanical and plumbing plans, and details to show all sewers, floor drains, and appurtenances by size, location, and elevation, and all points of discharge;
 - (4) **Discharge Information.** Time and duration of discharges;
 - (5) **Monitoring Information.** The location for monitoring all wastes covered by the wastewater discharge permit;

- (6) **Measurement of Flow.** Information showing the measured average daily and maximum daily flow in gallons per day to the POTW from regulated process streams and other streams as necessary to allow use of the combined wastestream formula;
 - (7) **Measurement of Pollutants.** (i) The categorical pretreatment standards applicable to each regulated process and any new categorically regulated processes for existing sources; (ii) the results of sampling and analysis that identifies the nature and concentration and/or mass (where required by the pretreatment standard or District) of regulated pollutants in the discharge from each regulated process; (iii) instantaneous, daily average, and long-term average concentrations, or mass shall be reported where required; (iv) the sample shall be representative of daily operations and shall be analyzed in accordance with procedures set forth in this Ordinance. Where the pretreatment standard requires compliance with a BMP or pollution prevention alternative, the User shall submit documentation as required by the District or the applicable pretreatment standards to determine compliance with any such standard; and (v) sampling must be performed in accordance with the procedures set forth in Section 7(l) of this Ordinance; and
 - (8) Any other information that the District deems necessary to evaluate the wastewater discharge permit application.
- (e) **Signatories to Applications, User Reports, and Certifications.** All wastewater discharge permit applications, User reports, and certification statements must be signed by a Duly Authorized Representative of the User and contain the certification statement in Section 7(o). If the designation of a Duly Authorized Representative is no longer accurate because a different individual or position has responsibility for the overall operation of the facility or the company's environmental matters, a new written authorization that satisfies the requirements of this Section must be submitted to the District prior to or together with any reports to be signed by a Duly Authorized Representative of the User.
- (f) **Waste Discharge Permit Decisions.** The District will evaluate the data furnished by the User and may require additional information. Within ninety (90) days of receipt of a complete wastewater discharge permit application, the District will determine whether to issue a wastewater discharge permit. The District may deny any application for a wastewater discharge permit.
- (g) **Permit Duration.** The District shall issue a wastewater discharge permit for a specified time period not to exceed five (5) years from the effective date of the permit. The District may exercise its discretion to issue a wastewater discharge permit for a period of less than five (5) years. Each wastewater discharge permit shall indicate a specific date upon which the permit expires.
- (h) **Contents of Wastewater Discharge Permit.**
- (1) A wastewater discharge permit shall include such conditions as the District deems reasonably necessary to prevent pass through or interference, protect the quality of the water body receiving the treatment plant's effluent, protect worker health and safety, facilitate sludge management and disposal, and protect against damage to the POTW.
 - (2) Wastewater discharge permits must contain the following:
 - A. A statement that indicates the wastewater discharge permit issuance date, expiration date, and effective date;
 - B. A statement that the permittee may not transfer the wastewater discharge permit without prior notification to the District in accordance with Section 6(k) of this Ordinance and furnishing the new owner or operator with a copy of the existing wastewater discharge permit;
 - C. Effluent limits (including BMPs) based on applicable pretreatment standards;
 - D. Self monitoring, sampling, reporting, notification, and recordkeeping requirements, which shall identify the pollutants (or BMPs) to be monitored, sampling location, sampling frequency, and sample type based on federal, State, and local law;

- E. A statement of applicable civil and criminal penalties for violation of pretreatment standards and requirements and any applicable compliance schedule. Such schedule may not extend the time for compliance beyond that required by applicable federal, State, or local law;
 - F. Requirements to control slug discharge if determined by the District to be necessary; and
 - G. A statement that the District has the right to enter the property to inspect, monitor, collect samples, and inspect and copy monitoring and discharge records.
- (3) Wastewater discharge permits may contain the following:
- A. Limits on the average and/or maximum rate of discharge, time of discharge, and/or requirements for flow regulation and equalization;
 - B. Requirements for the User to install pretreatment technology or pollution control or construct appropriate containment devices designed to reduce, eliminate, or prevent the introduction of pollutants into the POTW;
 - C. Requirements for the User to develop and implement spill control plans or other special conditions that include management practices necessary to adequately prevent accidental, unanticipated, or non-routine discharges;
 - D. Requirements for the User to develop and implement waste minimization plans to reduce the amount of pollutants discharged to the POTW;
 - E. The unit charge or schedule of User charges and fees for the management of the wastewater discharged into the POTW;
 - F. Requirements for the User to install and maintain inspection and sampling facilities and equipment (including flow measurement devices);
 - G. A statement that compliance with the wastewater discharge permit does not relieve the permittee of responsibility for compliance with all applicable pretreatment standards, including those that take effect during the term of the wastewater discharge permit;
 - H. Notification requirements; and
 - I. Signatory requirements.

(i) **Process – Public Notification of Issuance and Permit Appeals.**

- (1) Public Notification. At least thirty (30) days prior to issuance, the District will publish a notice to issue a wastewater discharge permit in an official government publication and/or newspaper(s) of general circulation that provides meaningful public notice within the jurisdiction(s) served by the POTW or on the District's web page. The notice will indicate where any interested party may review the draft permit and submit written comments.
- (2) Permit Appeals. The District shall provide public notice of the issuance of a wastewater discharge permit. Any person, including the User, may petition the District to reconsider the terms of a wastewater discharge permit within thirty (30) days of notice of the permit's issuance.
 - A. Failure to submit a timely petition for review shall be a waiver of the administrative appeal.
 - B. The petition for appeal must indicate the wastewater discharge permit provisions objected to, reasons for the objection, and alternative condition, if any, the petitioner seeks to place in the permit.
 - C. The District shall not stay the effectiveness of the wastewater discharge permit pending its appeal.

- D. If the District fails to act within ninety (90) days, a request for reconsideration shall be deemed denied. Decisions not to reconsider, issue, or modify a wastewater discharge permit are final administrative actions for purposes of judicial review.
 - E. Aggrieved parties that seek judicial review of a final administrative wastewater discharge permit decision must do so by filing a complaint with the appropriate California Superior Court.
- (j) **Modification of Wastewater Discharge Permit.** The District may modify the terms or conditions of a wastewater discharge permit for good cause. Examples of good cause are as follows:
- (1) To incorporate any new or revised federal, State, or local pretreatment standard or requirement;
 - (2) To address significant alterations or additions to the User's operation, processes, or wastewater volume or character since the time of permit issuance;
 - (3) A change in the POTW that requires the User to reduce or eliminate temporarily or permanently the authorized discharge;
 - (4) Information that indicates the permitted discharge poses a threat to the District's POTW or personnel or the receiving waters;
 - (5) Violation of any terms or conditions of the permit;
 - (6) Misrepresentations or failure to fully disclose all relevant facts in the permit application or any required reporting;
 - (7) Revision or grant of variance from categorical pretreatment standards in accordance with 40 CFR Section 403.13;
 - (8) To correct typographical or other errors in the permit; or
 - (9) To reflect a transfer of the facility ownership or operation to a new owner or operator where requested in accordance with Section 6(k).

District shall inform the User of proposed changes in the wastewater discharge permit issued by personal service or registered or certified mail at least thirty (30) days prior to the effective date of the permit change(s). As appropriate, the District may include in the modified permit a reasonable schedule for the User to achieve compliance with the change(s).

- (k) **Transfer of Wastewater Discharge Permits.** Wastewater discharge permits may be transferred to a new owner or operator only if the permittee gives at least forty-five (45) days advance notice to the District of the transfer and the District provides written approval of the permit transfer. The notice to the District must include a written certification by the new owner or operator which:
- (1) States that the new owner and/or operator has no immediate intent to change the facility's operations or processes, including discharge locations;
 - (2) Identifies the specific date on which the transfer is to occur; and
 - (3) Acknowledges that the new owner or operator accepts full responsibility for complying with the permit.

Failure to provide advance notice of a transfer renders the wastewater discharge permit void as of the date of facility transfer.

- (l) **Reissuance of Wastewater Discharge Permit.** A User with an expiring wastewater discharge permit shall apply for permit reissuance by submitting a complete permit application in accordance with Sections 6(d) and 6(g) of this Ordinance at least one hundred eighty (180) days prior to the expiration of the existing permit.
- (m) This Ordinance prohibits the use of a sewer connection that is the subject of a wastewater discharge permit by anyone other than the person named in the permit except in accordance with Section 6(k).

Section 7. Reporting Requirements

- (a) **Discharge Reports.** The District may require discharge reports, including, but not limited to, questionnaires, technical reports, sampling reports, and test analyses, and period reports of waste discharge. When a report filed pursuant to this Section is not adequate in the District's judgment, the District may require the User to supply such additional information as deemed necessary. The discharge report may include, but not be limited to, the nature of the process, volume and rates of wastewater flow; and the elements, constituents, and characteristics of the wastewater; and any information required in an application for a wastewater discharge permit.
- (b) **Baseline Monitoring Reports.**
- (1) Within one hundred eighty (180) days after the effective date of a categorical pretreatment standard or final administrative decision on a category determination under 40 CFR section 403.6(a)(4), whichever is later, categorical industrial users that discharge or are scheduled to discharge into the POTW shall submit to the District a report that contains the information listed in Section 7(b)(2) of this Ordinance. At least ninety (90) days prior to commencement of their discharge, new sources and sources that become categorical industrial users subsequent to the promulgation of an applicable categorical standard shall submit to the District a report that contains the information listed in Section 7(b)(2). A new source shall report its intended method of pretreatment to meet applicable categorical standards and estimate the anticipated flow and quantity of pollutants that the new source will discharge.
- (2) The users described in Section 7(b)(1) of this Ordinance shall submit the following information:
- A. All information required in Section 6(d), paragraphs (1), (2), and (3)(i).
- B. *Measurement of Pollutants.* (i) The User shall provide the information required in Section 6(d) paragraph (7); (ii) The User shall take a minimum of one (1) representative sample to compile the data necessary to comply with the requirements of this paragraph; (iii) Samples should be taken immediately downstream from pretreatment facilities if such exist or immediately downstream from the regulated process if no pretreatment exists. If other wastewaters are mixed with the regulated wastewater prior to pretreatment, the User should measure the flows and concentrations necessary to allow use of the combined wastestream formula in 40 CFR Section 403.6(e) to evaluate compliance with the pretreatment standards. Where an alternate concentration or mass limit was calculated in accordance with 40 CFR Section 403.6(e), this adjusted limit along with supporting data shall be submitted to the Control Authority; (iv) Sampling and analysis shall be performed in accordance with Section 7(k) of this Ordinance; (v) The District may allow the submission of a baseline report which utilizes only historical data so long as the data provides information sufficient to determine the need for industrial pretreatment measures; and (vi) The baseline report shall indicate the time, date, and place of sampling and methods of analysis and shall certify that such sampling and analysis is representative of normal work cycles and expected pollutant discharges to the POTW.
- C. *Compliance Certification.* A statement reviewed by the duly authorized representative of the User and certified by a qualified professional that indicates whether pretreatment standards are being met on a consistent basis and, if not, whether additional operation and maintenance and/or additional pretreatment is required to meet the pretreatment standards and requirements.
- D. *Compliance Schedule.* If additional pretreatment and/or operation and maintenance will be required to meet the pretreatment standards, the shortest schedule by which the User will provide such additional pretreatment and/or operation and maintenance must be provided. The completion date in this schedule shall not be later than the compliance date established for the applicable

pretreatment standard. A compliance schedule pursuant to this Section must meet the requirements of Section 7(c) of this Ordinance.

E. *Signature and Report Certification.* A duly authorized representative of the User must sign and certify all baseline monitoring reports in accordance with Section 7 of this Ordinance.

- (c) **Compliance Schedule Progress Reports.** The following conditions shall apply to the compliance schedule required by Section 7(b), paragraph D of this Ordinance:
- (1) The schedule shall contain progress increments in the form of dates for the commencement and completion of major events that lead to the construction and operation of additional pretreatment required for the User to meet the applicable pretreatment standards. Such events include, but are not limited to, hiring an engineer, completing preliminary and final plans, executing contracts for major components, commencing and completing construction, and beginning and conducting routine operation. No progress increment shall exceed nine (9) months;
 - (2) The User shall submit a progress report to the District no later than fourteen (14) days following each date in the schedule and the final date of compliance, including as a minimum whether the User complied with the progress increment, the reason for any delay, and where appropriate, the steps being taken by the User to return to the established schedule; and
 - (3) In no event shall more than nine (9) months elapse between compliance schedule progress reports to the District.
- (d) **Reports on Compliance with Categorical Pretreatment Standards Deadline.** Within ninety (90) days after the date for final compliance with an applicable categorical pretreatment standard, or in the case of a new source, after it commences to introduce wastewater into the POTW, the User shall submit a report that contains the information described in Section 6(d), paragraphs (6) and (7), and Section 7(b), paragraph (2)(B) of this Ordinance to the District. For users subject to equivalent mass or concentration limits, this report shall contain a reasonable measure of the User's long-term production rate. For all other users subject to categorical pretreatment standards expressed in terms of allowable pollutant discharge per unit of production (or other measure of operation), this report shall include the User's actual production during the appropriate sampling period. All compliance reports shall be signed and certified in accordance with Section 7(o) of this Ordinance. All sampling shall be done in conformance with Section 7(l) of this Ordinance.
- (e) **Periodic Compliance Reports.**
- (1) At a frequency determined by the District, all users must submit no less than twice per year (June and December or other dates specified in the applicable wastewater discharge permit) reports that indicate the nature and concentration of pollutants in the discharge limited by pretreatment standards and measured or estimated average and maximum daily flows for the reporting period. Where the pretreatment standard requires compliance with a BMP or pollution prevention alternative, the User must submit documentation required by the district or the pretreatment standard necessary to determine the User's compliance status.
 - (2) All periodic compliance reports must be signed and certified in accordance with Section 7(o) of this Ordinance.
 - (3) All wastewater samples must be representative of the User's discharge. Wastewater monitoring and flow measurement facilities shall be properly operated, kept clean, and maintained in good working order at all times. The failure of a User to keep its monitoring facility in good working order shall not be grounds for the User to claim that sample results are unrepresentative of its discharge.
 - (4) If a User subject to these reporting requirements monitors any regulated pollutant at the appropriate sampling location more frequently than required by the District using the procedures prescribed in this Ordinance, the User shall include the results of such monitoring in the report.

- (f) **Reports of Changed Conditions.** Each User must notify the District of any significant changes to the User's operations or system that might alter the nature, quality, or volume of the User's wastewater at least ninety (90) days before the change will take effect. The District may require the User to submit such information as may be deemed necessary to evaluate the changed condition, including the submission of a wastewater discharge permit application in accordance with this Ordinance. The District may issue or modify a wastewater discharge permit under this Ordinance in response to changed conditions or anticipated changed conditions.
- (g) **Reports of Potential Problems.**
- (1) In the case of any discharge, including, but not limited to, accidental discharges; discharges of a nonroutine, episodic nature; a noncustomary batch discharge; or a slug discharge or slug load that might cause potential problems for the POTW, the User shall immediately telephone and notify the District of the incident. To the extent known, this notification shall include the location of the discharge; type of waste, concentration, and volume; and corrective actions taken by the User.
 - (2) Within five (5) days following such discharge, the User shall submit a detailed written report that describes the cause(s) of the discharge and the measures the User will take to prevent similar future occurrences. Such notification shall not relieve the User of any expense, loss, damage, or other liability that might occur as a result of damage to the POTW, natural resources, or any other damage to any person or property. Nor shall such notification relieve the User of any fines, penalties, or other liability which may be imposed pursuant to this Ordinance. The District may waive this five-day notification requirement.
 - (3) A User shall permanently post a notice on the User's bulletin board or other prominent place to advise employees who to call in the event of a discharge described in Section 7(g)(1) of this Ordinance. Users shall ensure that all employees who could cause such a discharge to occur are advised of the emergency notification procedure.
 - (4) Significant industrial users shall notify the District immediately of any changes at the SIU's facility that affect the potential for a slug discharge.
- (h) **Reports from Unpermitted Users.** All users not required to obtain a wastewater discharge permit hereunder shall provide reports to the District as it may require.
- (i) **Notice of Violation/Repeat Sampling and Reporting.**
- (1) If sampling performed by a User indicates a violation of any applicable standard or limitation, the User must notify the District within twenty-four (24) hours after the User becomes aware of the violation. The User shall repeat the sampling and analysis and submit the results of the repeat analysis to the District within thirty (30) days after the User becomes aware of the violation. This Ordinance does not require resampling if the District performs sampling at the User's facility at least once a month or between the time when the initial sampling was conducted and the time when the User or the District receives the results of this sampling or if the District performed the sampling and analysis in lieu of the User.
 - (2) The User shall confirm the notification required by Section 7(i)(1) above in writing no later than five (5) working days after the date of the incident. The written notification shall state the date of the incident, reasons for the discharge or spill, steps already taken to immediately correct the problem, and steps the User will take to prevent the problem from recurring.
 - (3) The notification required by Section 7(i)(1) above shall not relieve the User of any expense, loss, damage, or other liability that may occur as a result of damage or loss to the District or any other damage or loss to person or property. Nor shall such notification relieve the User of any fees or other liability that may be imposed pursuant to this Ordinance or other applicable law.
- (j) **Notification of Hazardous Waste Discharge.**

- (1) Any User that commences the discharge of a substance into the POTW that if otherwise disposed of would be a hazardous waste under 40 CFR Part 261 shall so notify the District, EPA Regional Waste Management Division Director, and State hazardous waste authorities. Such notification must include the name of the hazardous waste as set forth in 40 CFR Part 261, EPA hazardous waste number, and type of discharge (continuous, batch, or other). If the User discharges more than ten(10) kilograms of such waste per calendar month into the POTW, the notification also shall contain the following information to the extent known or readily available to the User: An identification of the hazardous constituents contained in the wastes, estimation of the mass and concentration of such constituents in the wastestream discharged during that calendar month, and estimation of the mass of constituents in the wastestream the User expects to discharge during the following twelve (12) months. All notifications must take place no later than one hundred eighty (180) days after the discharge commences. The User need submit any such notification only once for each hazardous waste discharged. However, the User must submit any notification of changed conditions in accordance with Section 7(f) of this Ordinance. The notification requirement of this Section does not apply to pollutants already reported by users subject to categorical pretreatment standards under the self-monitoring requirements of this Ordinance.
 - (2) Dischargers are exempt from the requirements of Section 7(j)(1) above during a calendar month in which they discharge no more than fifteen (15) kilograms of hazardous wastes unless the wastes are acute hazardous wastes as specified in 40 CFR Sections 261.30(d) and 261.33(e). Discharge of more than fifteen (15) kilograms of nonacute hazardous wastes in a calendar month or of any quantity of acute hazardous wastes as specified in 40 CFR sections 261.30(d) and 261.33(e) requires one-time notification. Subsequent months during which the User discharges more than such quantities of any hazardous waste do not require additional notification.
 - (3) In the case of any new regulations under Section 3001 of RCRA that identify additional characteristics of hazardous waste or list any additional substance as a hazardous waste, the User must notify the District, EPA Regional Waste Management Waste Division Director, and State hazardous waste authorities of the discharge of such substance within ninety (90) days of the effective date of such regulations.
 - (4) In the case of any notification made under Section 7(j), the User shall certify that it has a program in place to reduce the volume and toxicity of hazardous wastes generated to the degree the User determined to be economically practical.
 - (5) Section 7(j) does not create a right to discharge any substance not otherwise authorized to be discharged by this Ordinance, a wastewater discharge permit, or any applicable federal, State, or local law.
- (k) **Analytical Requirements.** All pollutant analyses (including sampling techniques) submitted as part of a wastewater discharge permit application or report shall be performed in accordance with the techniques prescribed in 40 CFR Part 136 unless otherwise specified in an applicable categorical pretreatment standard. If 40 CFR Part 136 does not contain sampling or analytical techniques for the pollutant in question or where the EPA determines that the Part 136 sampling and analytical techniques are inappropriate for the pollutant in question, sampling and analyses shall be performed by use of validated analytical methods or any other applicable sampling and analytical procedures, including procedures suggested by the District or other parties approved by EPA. Unless the District approves otherwise, a laboratory certified by the State for the specific pollutants and matrices to be analyzed shall perform all analyses.
- (l) **Sample Collection.**
- (1) Samples collected to satisfy reporting requirements shall be representative of the actual conditions and based on data obtained through appropriate sampling and analysis performed during the reporting period. The District will indicate the frequency of monitoring necessary to assess and assure the User's compliance with applicable pretreatment standards and requirements.

- (2) Except as indicated in Sections 7(l)(3) and 7(l)(4) below, the User shall collect wastewater samples using twenty-four-hour flow-proportional composite sampling techniques unless the District authorizes in writing time-proportional composite sampling or grab sampling. Where the District authorizes time-proportional composite sampling or grab sampling, the samples shall be representative of the discharge. Using protocols (including appropriate preservation) specified in 40 CFR Part 136 and EPA guidance, multiple grab samples collected during a twenty-four-hour period may be composited prior to the analysis as follows: (1) For cyanide, total phenols, and sulfides the samples may be composited in the laboratory or in the field; and (2) For volatile organics and oil and grease, the samples may be composited in the laboratory. The District may authorize composite samples for other parameters unaffected by the compositing procedures as documented in approved EPA methodologies. In addition, the District may require grab samples to show compliance with instantaneous limits.
 - (3) Samples for oil and grease, temperature, pH, cyanide, total phenols, sulfides, and volatile organic compounds shall be obtained using grab collection techniques.
 - (4) For sampling required in support of baseline monitoring and ninety-day compliance reports required by Sections 7(b) and 7(d) of this Ordinance, a minimum of four (4) grab samples shall be used for pH, cyanide, total phenols, oil and grease, sulfide and volatile organic compounds for facilities for which historical sampling data do not exist. For facilities for which historical sampling data are available, the District may authorize a lower minimum. For the reports required by Section 7(e) of this Ordinance, the number of grab samples necessary to assess and assure compliance with applicable pretreatment standards and requirements shall be collected.
- (m) **Date of Receipt of Reports.** Written reports submitted to the District are deemed submitted on the date postmarked. For reports that the User does not mail with postage prepaid into a mail facility serviced by the United States Postal Service, the date of receipt of the report shall govern.
- (n) **Recordkeeping.**
- (1) Users subject to the reporting requirements of this Ordinance shall retain and make available for the District or any other governmental entity, with appropriate jurisdiction to inspect and copy, all records of information obtained pursuant to any monitoring activities required by this Ordinance, any additional records of information obtained pursuant to monitoring activities undertaken by the User independent of such requirements, and documentation associated with BMPs established under this Ordinance.
 - (2) Records shall include the date, exact place, method, and time of sampling; the name of the individual(s) that took the samples; the dates analyses were performed; who performed the analyses; the analytical techniques or methods used; and the results of such analyses.
 - (3) Records shall remain available for a period of at least three (3) years. This period shall be automatically extended for the duration of any litigation that concerns the User or District or where the District, State, or EPA specifically notifies the User of a longer retention period.
- (o) **Certification of Permit Applications, User Reports, and Initial Monitoring Waiver.** A duly authorized representative of the User must sign and submit the following certification statement when he or she submits any permit application or report required by this Ordinance:

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(s) 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.

Section 8. Compliance Monitoring.

- (a) **Monitoring Programs.** The District may require users to implement technical or monitoring programs as it deems necessary, provided that the burden of such programs (including costs) bear a reasonable relationship to the need for and benefits of the program. The User shall pay the applicable District charge for the monitoring program in addition to the wastewater disposal and other charges established by the District. The monitoring program may require the User to conduct a sampling and analysis program of a frequency and type specified by the District or as required by the federal general pretreatment regulations at 40 CFR Part 403 to demonstrate compliance with prescribed wastewater discharge limitations. The User may either:
- (1) Conduct its own sampling and analysis program provided the User demonstrates to the District's satisfaction that the User has the necessary qualifications and facilities to perform the work; or
 - (2) Engage a private consulting firm or laboratory certified by the State of California, Department of Public Health.
- (b) **Right of Entry: Inspection and Sampling.**
- (1) The District shall have the right to enter any User's premises, including, but not limited to, any areas or points of sampling, discharge, process, storage, or recordkeeping, to determine if the User is in compliance with the requirements of this Ordinance and any wastewater discharge permit or order issued hereunder. Users shall allow the District ready access to all parts of the premises for the purposes of inspection, sampling, records examination and copying, and the performance of any additional duties.
 - (2) Where a User has security measures in force that require proper identification and clearance before entry into the User's premises, the User shall make necessary arrangements so that upon presentation of suitable identification, the District shall be permitted to enter without delay for the purposes of performing specific responsibilities.
 - (3) The District shall have the right to set up on the User's property, or require installation of, devices necessary to conduct sampling and/or metering of the User's operations.
 - (4) The District may require the User to install monitoring equipment as necessary. The facility's sampling and monitoring equipment shall be maintained at all times in a safe and proper operating condition by the User at its expense. All devices used to measure wastewater flow and quality shall be calibrated to ensure their accuracy.
 - (5) At the written or verbal request of the District, the User shall promptly remove and not replace any temporary or permanent obstruction to safe and easy access to the facility to be inspected and/or sampled. The User shall bear the costs of clearing such access.
 - (6) Unreasonable delays in allowing the District access to the User's premises shall be a violation of this Ordinance.
 - (7) The District shall have the authority to witness any sampling and sampling procedures required of the User as part of the wastewater discharge permit program of this Ordinance.
 - (8) If the District has been refused access to a building, structure, or property or any part thereof and can demonstrate probable cause to believe that there may be a violation of this Ordinance or need to inspect and/or sample as part of a routine inspection and sampling program or to protect the overall public health, safety and welfare of the community, the District may seek issuance of an inspection or search warrant pursuant to applicable law. In the event of an emergency that affects the public health or welfare, the District may conduct any necessary inspection without consent or the issuance of a warrant.

- A. To the extent that the owner or possessor of the premises requires the District to obtain a warrant, the District may suspend the wastewater discharge permit and/or any other right to the discharge to the sewerage facilities immediately and such suspension may continue until such time as the District obtains the warrant and inspects the facilities. If the District finds no violation of this Ordinance, the wastewater discharge permit, or other applicable federal, State, or local law that deals with sanitation or hazardous substances, the District shall lift the suspension upon the conclusion of the service of the warrant. If the District finds a violation of this Ordinance, the wastewater discharge permit, or other applicable federal, State, or local law that deals with sanitation or hazardous substances, the District may continue or terminate the suspension and/or pursue appropriate enforcement remedies.

Section 9. Confidential Information.

- (a) **Availability of Information.** Information and data on a User obtained from reports, surveys, wastewater discharge permit applications, permits, monitoring programs, and the District's inspection and sampling activities shall be available to the public and governmental agencies without notification or restriction unless the User specifically requests and is able to demonstrate to the District's satisfaction that the release of such information would divulge information, processes, or methods of production entitled to protection as trade secrets under State law. The User must assert any such request at the time of submission of the information or data by including "Confidential Business Information" on each page, document, or other item.
- (b) **Confidentiality of Report.** If the User demonstrates that the District should treat information in a report furnished as confidential, the District shall not make portions of the report that might disclose trade secrets or secret processes available for public inspection. The District shall make such portions of the report available immediately upon request to governmental agencies (including EPA and the State) for uses related to the NPDES or pretreatment program and in enforcement proceedings that involve the User or District.
- (c) **Exceptions.** Wastewater constituents and characteristics and other effluent data are not confidential information under this Ordinance and shall be available to the public without restriction.

Section 10. Publication of Users in Significant Noncompliance.

- (a) **List of Users.** In accordance with federal regulations, the District shall publish at an interval of not less than once per year, a list of the User(s) found to be in significant noncompliance with any pretreatment standard or requirement of federal or State law or this Ordinance within the previous twelve (12) months. The publication shall occur in the newspaper that has the largest daily circulation within the District's service area.
- (b) **Significant Noncompliance Defined.** The term "significant noncompliance" applies to all significant industrial users (or any industrial User that violates paragraphs (c), (d), or (h) below) and shall mean:
- (1) Chronic violations of wastewater discharge limits, defined here as those in which sixty-six (66) percent or more of all of the measurements taken for the same pollutant parameter taken during a six-month period exceed by any magnitude a numeric pretreatment standard or requirement, including instantaneous limits;
 - (2) Technical review criteria (TRC) violations, defined here as those in which thirty-three (33) percent or more of all of the wastewater measurements taken for each pollutant parameter during a six-month period equals or exceeds the product of the numeric pretreatment standard or requirement including instantaneous limits multiplied by the applicable TRC (1.4 for BOD, TSS, fats, oils and grease, and 1.2 for all other pollutants except pH);

- (3) Any other violation of a pretreatment standard or requirement that the District determines caused (alone or in combination with other discharges) interference or pass through, including endangering the health of POTW personnel or the general public;
- (4) Any discharge of a pollutant that caused imminent endangerment to the public or environment or resulted in the District's exercise of its emergency authority to halt or prevent such a discharge;
- (5) Failure to meet within ninety (90) days of the scheduled date, a compliance schedule milestone in a wastewater discharge permit or enforcement order for the User to start or complete construction or attain final compliance;
- (6) Failure to provide within thirty (30) days after the due date any reports required (e.g., baseline monitoring reports, reports on compliance with categorical pretreatment standard deadlines, periodic self-monitoring reports, and reports on compliance with compliance schedules);
- (7) Failure to accurately report noncompliance; or
- (8) Any other violation(s) that the District determines will adversely affect the operation or implementation of the local pretreatment program.

Section 11. Violations, Liability, and Enforcement.

- (a) Any Person violating any of the provisions of this Ordinance shall become liable to the District for any expense, loss, or damage occasioned by the District by reason of such violation. All Persons shall be held strictly responsible for any and all acts of agents or employees done under the provisions of this Ordinance.
- (b) **Administrative Enforcement Remedies.**
 - (1) Notice of Violation. When the District finds that a User violated or continues to violate any provision of this Ordinance, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, the District may serve upon that User a written notice of violation (NOV). Within fifteen (15) days of the receipt of the NOV or any shorter period specified in the NOV, the User shall submit to the District a written explanation of the violation and plan that includes specific actions required to correct and prevent the violation. Submission of the plan in no way relieves the User of liability for any violations that occur before or after receipt of the NOV. Nothing in this Section shall limit the District's authority to take any action (including emergency actions or any enforcement action) in the absence of a NOV or before the response period expires.
 - (2) Consent Orders. The District may enter into consent orders, assurances of compliance, or other similar documents to establish an agreement with any User responsible for noncompliance. A consent order shall include specific action(s) the User shall take to correct the noncompliance within time frames specified in the order. Such documents shall have the same force and effect as administrative orders issued under this Ordinance and be judicially enforceable.
 - (3) Show Cause Hearing. The District may order a User that violated or continues to violate any provision of this Ordinance, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement to appear before the General Manager and show cause why the District should not take the enforcement action proposed. The District shall serve upon the User a notice that specifies the time and place for the hearing, the proposed enforcement action, the reasons for such action, and a request that the User show cause why the District should not take the action. The District shall serve the hearing notice personally or by registered or certified mail at least fifteen (15) days prior to the hearing. After review of the evidence and testimony presented at the hearing, the General Manager may make such orders as he or she deems appropriate with due regard to any violations.
 - (4) Compliance Orders and Compliance Schedules.

- A. When the District finds that a User violated or continues to violate any provision of this Ordinance, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, the District may issue an order to the User to direct it to come into compliance within a specified time. If the User does not come into compliance within the time provided, the District may discontinue sewer service unless the User properly installs and operations adequate treatment facilities, devices, or other related appurtenances.
 - B. When the District determines that a User violated or continues to violate this Ordinance, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement and needs to construct and/or acquire and install equipment related to pretreatment, the District may issue a compliance schedule to amend the User's wastewater discharge permit. The compliance schedule may contain terms and conditions that a User must satisfy during the time or by the specific dates provided.
 - C. Compliance orders and compliance schedules may contain other requirements to address noncompliance, including, but not limited to, additional self-monitoring, submittal of drawings or reports, audit of waste minimization practices, or other provisions to ensure compliance with this Ordinance. A compliance order may not extend the deadline for compliance established for a federal pretreatment standard or requirement, nor does a compliance order relieve the User of liability for any violation.
- (5) Cease and Desist Orders. When the District determines that a User violated or continues to violate any provision of this Ordinance, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement or that the User's past violations are likely to recur, the District may issue an order to the User that directs it to cease and desist all such violations, come into compliance with all requirements immediately or in accordance with a time schedule set by the District, and take any remedial or preventive action necessary to properly address a continuing or threatened violation, including an action to halt the User's and/or terminate the User's discharge.
- (6) Administrative Complaint and Civil Liability Penalties.
- A. *Complaint.* When the District determines that a User violated or continues to violate any provision of this Ordinance, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, the District may issue a complaint to the User that imposes civil liability as set forth in Section 11(a)(6)(C). The District shall serve the complaint by personal service or registered or certified mail on the individual subject to the District's discharge and reporting requirements. The complaint shall allege the act or failure to act that constitutes a violation, provision of law that authorizes the District to impose the civil liability, and civil liability proposed. The complaint shall set forth the date of the hearing before a hearing officer designated by the Board of Directors, and such hearing shall occur within thirty (30) days after the date of service.
 - B. The individual served the complaint pursuant to Section 11(a)(6)(A) may waive the right to a hearing, in which case the District shall not conduct the hearing. At the hearing, the individual shall have an opportunity to present written and/or oral evidence to respond to the allegations in the complaint. The hearing officer shall conduct the hearing in accordance with the procedures established by the General Manager and approved by the District's counsel. After the hearing concludes, the hearing officer shall submit a written report to the General Manager that provides a brief statement of the facts found to be true, a determination of the issues presented, conclusions, and a recommendation. Upon receipt of the report, the General Manager shall determine whether grounds exist to assess a civil liability penalty. The General Manager shall issue a decision and order in writing within thirty (30) days upon the conclusion of the hearing and serve copies of the order on the party served with the complaint (either by personal service or registered or

certified mail) and other persons who appeared at the hearing and requested a copy of the order.

- C. *Civil Liability Penalties.* The District may impose civil liability penalties as follows:
- i. In an amount that does not exceed two thousand dollars (\$2,000.00) for each day for failing or refusing to furnish technical or monitoring reports
 - ii. In an amount that does not exceed three thousand dollars (\$3,000.00) for each day for failing or refusing to timely comply with any compliance schedule established by the District.
 - iii. In an amount that does not exceed five thousand dollars (\$5,000.00) for each day of intentionally or negligently discharging hazardous waste (as defined in Section 25117 of the Health and Safety Code) or knowingly falsifying any information provided in any furnished technical or monitoring report.
 - iv. In an amount that does not exceed five thousand dollars (\$5,000.00) per violation for each day for discharges in violation of any waste discharge limitation, wastewater discharge permit condition, or requirement issued, reissued, or adopted by the District.
 - v. In an amount that does not exceed ten dollars (\$10.00) per gallon for discharges in violation of any of the District's cease and desist or other orders or prohibitions issued, reissued, or adopted by the District.
 - vi. In determining the appropriate civil penalty to assess, the District may consider all relevant circumstances to the extent allowed by law, including, but not limited to, the extent of harm caused by the violation, the economic benefit derived through noncompliance, the nature and persistence of the violation, the length of time over which the violation occurs, any corrective action attempted or taken by the discharger, and any prior history of violations.
- D. Unless appealed, orders that set administrative civil liability shall become effective and final upon the issuance thereof and the User shall make the payment within thirty (30) days. The District shall seek a lien against the User's property for unpaid civil liability penalties that are at least sixty (60) days delinquent.
- E. *Other Action.* Issuance of an administrative civil penalty shall not be a bar against or prerequisite to the District taking any other action against the User. The District shall not recover administrative civil liability penalties for any violation for which the District already recovered civil penalties through a judicial proceeding.
- F. *Emergency Suspensions.*
- i. The General Manager may immediately suspend a discharge after informal notice to the User whenever necessary to stop an actual or threatened discharge that reasonably appears to present or cause imminent or substantial endangerment to the public health or welfare or environment. The General Manager may also immediately suspend a User's discharge after notice and opportunity to respond where the discharge interferes or threatens to interfere with operation of the POTW.
 - ii. Any User notified of a discharge suspension shall immediately stop or eliminate the User's discharge contribution. In the event a User fails to immediately comply with the suspension order, the General Manager may take steps such as immediate severance of the sewer connection to prevent or minimize damage to the POTW, its receiving stream, or endangerment to any individuals. The General Manager may allow the User to recommence its discharge after the User demonstrates to the General Manager's satisfaction that the period of endangerment passed unless the District initiates revocation or termination proceedings pursuant to this Ordinance. Nothing in this Ordinance requires a hearing prior to any emergency suspension.

- iii. A User responsible in whole or in part for any discharge that presents an imminent endangerment shall submit a detailed written statement that describes the causes of the harmful contribution and measures taken to prevent any future occurrence. The User shall submit such statement to the General Manager prior to the date of any show cause, revocation, or termination hearing under this Ordinance or within fifteen (15) days of the date of the suspension notification if there is no such hearing.
- G. *Suspension and Revocation of Wastewater Discharge Permit.* Any User that does any of the following is subject to an order to suspend or revoke the User's wastewater discharge permit:
- i. Fails to complete a wastewater survey or the wastewater discharge permit application;
 - ii. Fails to accurately report the wastewater constituents and characteristics of the discharge;
 - iii. Fails to report significant changes in operations or wastewater volume, constituents, or characteristics prior to the changed discharge;
 - iv. Refuses to provide records, plans, reports, or other documents required by the District to determine permit terms, conditions, or limits; discharge compliance; or compliance with this Ordinance;
 - v. Refuses reasonable access to the User's premises for the purpose of inspection, monitoring, or sampling;
 - vi. Violates the any wastewater discharge permit condition or compliance schedule, pretreatment standard, or other provision of this Ordinance (e.g., notification requirements);
 - vii. Falsifies, tampers with, or knowingly renders inaccurate any monitoring device or sample collection method;
 - viii. Discharges effluent to the District's sewerage system while the User's permit is suspended; or
 - ix. Fails to make timely payment of all amounts owed to the District for User charges, noncompliance sampling fees, permit fees, or any other fees, charges, or penalties imposed pursuant to this Ordinance.

At least fifteen (15) days in advance of the proposed termination date, the District shall notify the User by personal service or registered or certified mail of the proposed termination of the User's discharge. The notification shall offer the User an opportunity to show cause under Section 11(a)(3) of this Ordinance as to why the District should not terminate the discharge as proposed. The District may stay the termination pending the outcome of the show cause hearing.

- H. *Physical Termination of Service.* In addition to any other enforcement remedies, whenever a User violated or continues to violate any provision of this Ordinance, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, the District may disconnect the User's sewer system from the POTW's sewerage works upon issuance of an administrative order to that effect. Service will recommence at the User's expense only after the User demonstrates to the District's satisfaction the User's ability to comply.
- I. *Appeal of Administrative Actions.*

- i. Except as otherwise provided in this Ordinance, any permit applicant or holder or other discharger affected by any decision, determination, or other action made by the District when it interprets or implements this Ordinance, any wastewater discharge permit issued hereunder, or any other pretreatment standard or requirement may file a written request for reconsideration with the General Manager within thirty (30) days of such decision, determination, or other action. The written request must set forth detailed facts that support the request, and the person who seeks reconsideration must promptly furnish all

additional documents and other relevant information relevant upon the General Manager's request. Failure to promptly furnish such documents and other information shall be grounds for the General Manager to deny the request for consideration. The General Manager may elect to hold a hearing on any request for consideration. The General Manager may establish rules and regulations to govern such hearings. If the General Manager fails to act within forty-five (45) days of any request for reconsideration, the request shall be deemed denied. If the General Manager holds a reconsideration hearing, he or she shall issue a detailed decision with findings on the request of reconsideration within ten (10) days from the close of the hearing. The General Manager's decision shall take effect on the fifteenth day after being mailed to the requesting party. The decision, determination, or other action for reconsideration shall remain in effect during such period of review by the General Manager.

- ii. If the General Manager's ruling is unsatisfactory to the person who requests reconsideration, the person may file a written appeal to the Board of Directors within fifteen (15) days of the General Manager's final decision or order. The written appeal shall state all pertinent aspects of the matter. The District shall return any appeal fee if the final order issued by the Board of Directors reverses or modifies the decision, determination, or other action in favor of the appellant. Within thirty (30) days after the written appeal is received, the Board of Directors shall hold a hearing or designate a neutral hearing officer to hold a hearing after due notice to the appellant. The Board of Directors shall provide notice of the hearing to the appellant by personal service or registered or certified mail at least fifteen (15) days before the hearing. The Board of Directors may establish rules and regulations to govern the hearings of such appeals. In any event, the appellant may appear personally or through counsel to cross-examine witnesses and present evidence. The Board of Directors shall make a final ruling by way of an order that contains findings of fact on the appeal within fifteen (15) days after the close of the hearing or receipt of the hearing officer's advisory opinion. The hearing officer shall submit his or her advisory opinion to the Board of Directors within ten (10) days after the close of the hearing. The decision, determination, or other action on appeal shall remain in effect during such period of review by the Board of Directors.

(c) **Judicial Enforcement Remedies.**

- (1) Injunctive Relief. When the District finds that a User violated, continues to violate, or threatens to violate any provision of this Ordinance, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement, or otherwise causes or threatens to cause a condition of contamination, pollution, or nuisance, the District may petition the appropriate court for the issuance of a temporary and/or permanent injunction as appropriate to restrain or compel the specific performance of the requirement imposed. The District may also seek any other action as is appropriate for legal and/or equitable relief, including a requirement that the User conduct environmental remediation.
- (2) Civil Penalties.
 - A. A User that violated, continues to violate, or threatens to violate any provision of this Ordinance, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement shall be liable to the District for a maximum civil penalty of twenty-five thousand dollars (\$25,000.00) per violation per day. In the case of a monthly or other long-term average discharge limit, penalties shall accrue for each day during the period of the violation.
 - B. The District may recover reasonable attorneys' fees, court costs, and other expenses associated with enforcement activities, including sampling and monitoring expenses and the cost of any damages incurred by the District. In the event that the District is subject to the payment of fines or penalties pursuant to

the legal authority and actions of other regulatory or enforcement agencies based on a violation of law (including permit requirements) and the District can establish such violation as caused by the discharge of any User in violation of this Ordinance or the User's permit, the District shall be entitled to recover from the User all costs and expenses, including, but not limited to, the full amount of said fines or penalties to which the District was subjected.

- C. In determining the amount of civil liability, the court shall consider all relevant circumstances to the extent allowed by law, including, but not limited to, the extent of harm caused by the violation, the magnitude and duration of the violation, any economic benefit gained through the User's violation, corrective actions by the User, the User's compliance history, and any other factor as justice requires.

(3) **Criminal Penalties.**

- A. Any person who violates any provision of this Ordinance is guilty of a misdemeanor as set forth in Section 61064 of the Government Code, which upon conviction is punishable by a fine not to exceed one thousand dollars (\$1,000.00), imprisonment for not more than thirty (30) days, or both. Each violation and each day in which a violation occurs may constitute a new and separate violation of this Ordinance and shall be subject to the penalties specified herein.
- B. The District may recover its reasonable attorney's fees, court costs, court reporter's fees, and other litigation expenses incurred by an appropriate suit at law against the User convicted for violating any provision of this Ordinance, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement.

(d) **Supplemental Enforcement Action.**

- (1) **Penalties for Late Reports.** The District may assess a penalty of two hundred dollars (\$200.00) to any User for each day that a report required by this Ordinance or a wastewater discharge permit or order issued hereunder is late, beginning five (5) days after the date the report became due and continuing until the twenty-ninth day after the report became due. The District may assess a penalty of three hundred dollars (\$300.00) to any User for each day thereafter that the report is overdue. Actions taken by the District to collect late reporting penalties shall not limit its authority to initiate other enforcement actions that may include penalties for late reporting violations.
- (2) **Payment of Outstanding Fees and Penalties.** The District may decline to issue or reissue a wastewater discharge permit to any User that failed to pay any outstanding fees, fines, or penalties incurred as a result of any provision of this Ordinance or a previous wastewater discharge permit or order issued hereunder.
- (3) **Public Nuisances.** A violation of any provision of this Ordinance, a wastewater discharge permit or order issued hereunder, or any other pretreatment standard or requirement is hereby declared a nuisance and shall be corrected or abated as directed by the District. Any User(s) or person(s) which create a nuisance shall be subject to the provisions of State and local law that govern such nuisances, including reimbursing the District for any costs incurred in removing, abating, or remedying said nuisance.

- (e) **Remedies Non-Exclusive.** The remedies provided for in this Ordinance are not exclusive. To the extent allowed by law, the District may take any, all, or any combination of these actions against a noncompliant User.

Section 12. Miscellaneous Provisions.

- (a) **Repeal of Ordinances.** This Ordinance shall repeal and/or supersede Ordinance Nos. 3, 48, and 59.1, and any other existing District ordinances, resolutions, orders, or policies, which are in conflict with the contents of this Ordinance. All other provisions of said ordinances, resolutions, orders, or policies, not in conflict with the contents of this Ordinance, shall continue in full force and effect.

- (b) **Effect of Adoption.** The adoption of this Ordinance and the repeal of ordinances by this Ordinance shall not affect the following matters:
- (1) Actions and proceedings which were commenced before the effective date of this code;
 - (2) Prosecution of ordinance violations committed before the effective date of this Ordinance;
 - (3) Licenses and penalties due and unpaid at the effective date of this code and the collection of these licenses and penalties; and
 - (4) Bonds and cash deposits required to be posted, filed or deposited pursuant to any ordinance.
- (c) **Severability.** If any section, subsection, sentence, clause, or phrase of this Ordinance or the application thereof to any person or circumstance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this ordinance or the application of such provision to other persons or circumstances. The Board hereby declares that it would have passed this Ordinance or any section, subsection, sentence, clause, or phrase hereof irrespective of the validity of any other part.
- (d) **Effective Date.** This Ordinance shall become effective thirty (30) days from the date of final passage and is subject to the disapproval and veto by the votes, pursuant to the provisions of Section 61451 of the Government Code of the State of California, by proceeding in accordance with Article 2 of Chapter 2 of Division 5 of the Elections code of the State of California, as in said Section provided.
- (e) **Posting Upon Adoption.** Upon adoption, this Ordinance shall be posted in three public places within the District and shall become effective upon the expiration of thirty (30) days from the date of its adoption.

CERTIFICATE OF SECRETARY

I hereby certify that the foregoing Ordinance was duly and regularly adopted by the Board of Directors of the Hidden Valley Lake Community Services District, Lake County, California, at a meeting thereof held on the ____ day of _____, _____ by the following vote:

AYES:
 NOES:
 ABSENT:
 ABSTAIN:

 President of the Board

 Secretary to the Board

Lake County Publishing
Lake County Record-Bee
2150 S. Main St., PO Box 849
Lakeport, CA 95453
(707) 263-5636
advertising@record-bee.com

2110207

HIDDEN VALLEY LAKE CSD
PENNY CUADRAS
19400 HARTMANN RD
HIDDEN VALLEY LAKE, CA 95467-8371

**Affidavit of Publication
STATE OF CALIFORNIA
County of Lake**

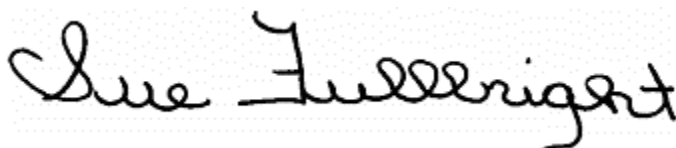
I, Sue Fullbright, being first duly sworn, depose and say: That at and during all the dates and times herein mentioned I was, and now am the legal clerk of the Lake County Record-Bee, a newspaper published for the dissemination of local or telegraphic news and intelligence of a general character, having a bona fide subscription list of paying subscribers, and which is, and has been, established, printed and published at regular intervals, to-wit: Daily (except Sunday and Monday) in the City of Lakeport, County and State aforesaid, for more than one year preceding the date of the publication below mentioned, a newspaper of general circulation, as that term is defined by Section 6,000 et al, of the Government Code of the State of California, and is not and was not during any said times, a newspaper devoted to the interests or denomination, or for any members of such classes, professions, trades, callings, races or denominations.

That at, and during all of said dates and times herein mentioned, affiant had and now has knowledge and charge of all notes and advertisements appearing in said newspaper; that the notice of which the annexed is printed copy, was published each week in the regular and entire issue of one or more number of the said newspaper during the period and times of publication thereof, to-wit:

For 1 issue published therein on the following date, viz: 05/06/2022;

that said notice was published in said newspaper proper and not in a supplement; that said notice, as so published, was set in type not smaller than nonpareil, and was preceded with words printed in black face type not smaller than nonpareil, describing and expressing in general terms the purport and character of said notice, as fully appears from the exact copy of said notice, which is hereto annexed as aforesaid.

Executed this 6th day of May, 2022 at Lakeport, California. I hereby declare under penalty of perjury that I have read the foregoing and that it is true and correct.



Sue Fullbright, Legal Clerk

Legal No. **0006666574**

**RB22357
HIDDEN VALLEY LAKE COMMUNITY SERVICES
DISTRICT
Board of Directors
ORDINANCE SUMMARY**

NOTICE IS GIVEN that, at its Regular meeting at 7:00 p.m. on Tuesday April 19, 2022, the Board of Directors of Hidden Valley Lake Community Services District CSD (HVLCS D) introduced an Ordinance that, if adopted, will establish District Code through Ordinance 60, Rules and Regulations for the Construction, Connection and Use of Wastewater Facilities, Waste Discharge and Treatment Regulations as summarized below. Said Ordinance will establish rules and regulations for the discharge of waste based on the Federal Code 40CFR Part 403, and complies with the Clean Water Act (33 USC section 1251et seq.).

NOTICE IS FURTHER GIVEN

That the Board of Directors will consider adoption of this Ordinance at its regular meeting at 7 p.m. on Tuesday, May 17, 2022. Copies of the full text of the proposed ordinance are available to the public for review and inspection between 8 a.m. and 5 p.m., Monday through Friday, at the Hidden Valley lake CSD Office, 19400 Hartmann Rd., Hidden valley Lake, California and a copy is posted on the District's website at <https://www.hvlcsd.org/sewer-news>.
By: Dennis White,
General Manager

Pub: 5-6 & 6-1/22

Hidden Valley Lake Community Services District - SCADA Master Plan Overview



Hidden Valley Lake Community Services District (HVLCS D)
SCADA Master Plan



Technical Memorandum

Hidden Valley Lake Community Services District (HVLCS D)
SCADA Master Plan Development
Topic – Evaluation and Gap Analysis

Prepared For: HVLCS D

Prepared By: Mike Tocher, GHD
Phillip Liu, GHD
Jeff Gee, GHD

Date: November 10, 2021

1.0 Introduction

This document is intended to evaluate the District's existing SCADA system and provide a gap analysis to be used for the preparation of the SCADA Master Plan document.

Evaluation criteria include a list of known deficiencies and recommendations associated with the District's SCADA system.

The gap analysis evaluates the current state, and the future desired state, of the SCADA system, with recommendations that take into consideration the evaluation.

This approach is intended to prevent implementing solutions without first identifying the current conditions, and to make sure that the District's stated goals and objectives are carried forward.



Technical Memorandum (DRAFT)

Hidden Valley Lake Community Services District (HVLCS D)
SCADA Master Plan Development
Topic – SCADA System Recommended Improvements

Prepared For: HVLCS D

Prepared By: GHD

Date: April 12, 2022

1.0 Introduction

This document is intended to provide recommendations to the District associated with proposed SCADA system improvements.

The recommendations are based in-part on the SCADA system Gap Analysis dated November 12, 2021.

SECTION 40 68 00.10
SCADA CYBERSECURITY

PART 1 GENERAL

1.1 SUMMARY

- A. This Section includes the requirements associated with the SCADA system to provide:
1. Performing SCADA system cybersecurity assessment, testing, evaluation and auditing;
 2. Evaluating and developing reports on SCADA system cybersecurity compliance;
 3. Establishing a SCADA system baseline security assessment;
 4. Performing SCADA system cybersecurity and cyber-physical security configurations;
 5. Develop a cybersecurity incident response plan.



Date: December 10, 2021

Topic: SCADA System Alarm Management, Rev 1

Overview

This section is intended to describe the District's desired SCADA system alarm management policies and procedures.

CONFIDENTIAL
Rev Version 1.1 – Draft
April 15, 2022





Hidden Valley Lake Community Services District SCADA Master Plan Overview – Alignment With The District’s Mission and Vision

Mission

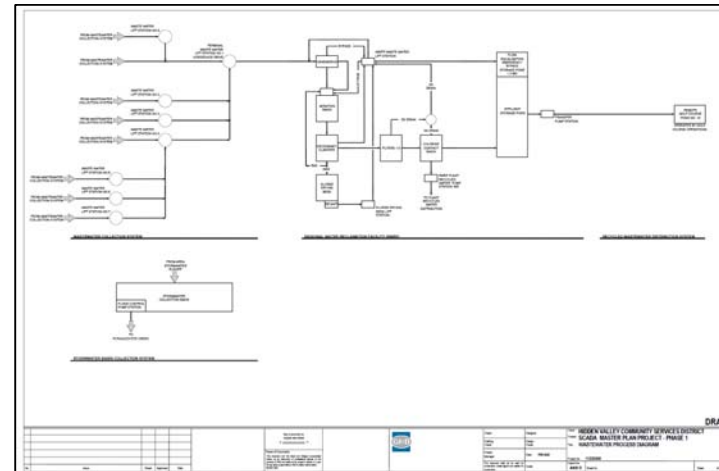
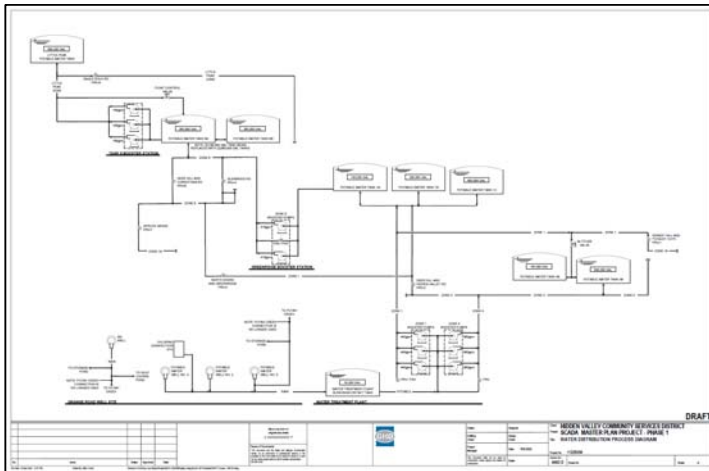
The mission of the Hidden Valley Lake Community Services District is to provide, maintain and protect our community’s water.

Vision

Hidden Valley Lake Community Services District is widely recognized as a leading rural water purveyor and innovative water management agency.

This Supervisory Control And Data Acquisition (SCADA) System Master Plan has been developed by working closely with the District key stakeholders to identify the goals, objectives and criteria necessary to **plan, implement, manage and carry forward a state of the art, secure, system-wide SCADA system.**

The SCADA system’s intrinsic goal is to support the District’s desire to provide secure, efficient, and resilient control systems for day-to-day operations. The SCADA system supports the District in providing environmentally sound, reliable and safe water, wastewater collection systems, and recycled water distribution systems.





Hidden Valley Lake Community Services District SCADA Master Plan Overview – Functional Objectives

The following SCADA system functional objectives were identified by the District:

- Provide for **safe operation** of systems, prevent accidents;
- Operate systems to achieve **cost effective operation**;
- Provide for **system-wide autonomous operation**;
- Assist with complicated operations to **reduce system operation complexity**;
- Provide **intuitive operation**;
- Provide operators with the **ability to troubleshoot systems**;
- Provide a **resilient** SCADA system.

This SCADA Master Plan is intended to document the overall operational and functional requirements of the SCADA system. This includes providing **guidance for the design of improvements, addressing cybersecurity, and identifying existing system conditions**. Where system modifications are made, those changes should be documented with system as-built information included and updated within this document.

It is intended that **this SCADA Master Plan document will function as a living document**, where it is periodically reviewed, updated and managed as technology and the needs of the District evolve.

It is recommended that the SCADA Master Plan and its supporting recommendations be formally adopted by the District as a guidance tool for developing policies and management practices associated with the District's SCADA system and the associated assets.



Hidden Valley Lake Community Services District SCADA Master Plan Overview - Goals

The **SCADA system's intrinsic goal** is to support the District's desire to provide secure, efficient, and dependable control systems for day-to-day operations of the District's local plant systems and remote systems.

It is intended that the **SCADA system will serve as a tool** that will enable the District to **effectively operate and manage its assets**, while providing **system-wide situational awareness** of the assets.

The **principal points that are to guide the development, implementation, operation and management of the SCADA system include:**

- **Implement solutions that will have a technology life expectancy of not less than ten years**, excluding computer hardware which should have a technology life expectancy of five to seven years.
- **Provide upgrade paths for system elements** such that upgrades can occur incrementally throughout the SCADA systems useful life without disrupting normal system operations.
- **Reduce O&M costs and provide for the ability to maintain, operate and manage assets using District staff**, and avoid solutions that make use of proprietary software or hardware elements where feasible.
- System designs and design criteria shall implement **industry standards and best practices**.
- Implement solutions that provide the greatest amount of **system operational redundancy**, where the **cost-benefit is considered**.
- Implement solutions **that maintain a secure posture and provide for active situational awareness**, with an effectively implemented and managed cybersecurity plan.
- When implementing SCADA related solutions and designs, **include operator training and develop an ongoing training program based on the needs of the District**.



Hidden Valley Lake Community Services District SCADA Master Plan Overview – SCADA System Defined Reliability Metrics

SCADA System Reliability Summary

It is reasonable to expect that the SCADA system and associated control system elements will be required to be shut down on a semi-annual basis for routine maintenance, and as a result, the SCADA system and associated control system elements should be provided with sufficient redundancy to accommodate these planned outage activities, while maintaining the required level of service.

The District has identified the need to achieve an uptime equivalent to the Tier III rating for the SCADA system, although the District may elect to achieve an uptime equivalent to the Tier IV rating for specific systems.

General - Based on the need to provide a degree of reliability and resiliency to achieve the desired uptime, the SCADA system topology should be based on a redundant Server-Client Network topology that includes:

- Redundant SCADA servers.
- Redundant SCADA Historians.
- Remote HMI's at specified locations.
- Redundant store and forward data aggregation, or the ability to buffer data where collecting remote data.
- Redundant communications pathways for mission critical elements.
- Redundant distributed alarm notification for mission critical elements.
- Redundant controls where processes are considered critical and where the respective process cannot be interrupted.

5.2 SCADA System Reliability Requirements

To achieve a design that includes a measurable degree of reliability and robustness, a reliability benchmark must be established. This benchmark is used to establish the system topology, the system performance, and should be considered throughout any related design phases for evaluating improvements or enhancements to the SCADA system.

While the system topology should be developed and designed with adequate redundancy to minimize any planned or unplanned outage, a benchmark goal stating the maximum acceptable annual SCADA system outage time should be documented. The construction phase of any related projects should also include provisions for stated operational uptime as part of the warranty, to ensure effective operation.

Related industry uptime standards do exist for key system components, such as ANSI/TIA Standard 942, which provides for classifying systems as a Tier 1 through Tier 4 rating, based on a maximum expected outage period per year (see Reliability Tier Ratings Table below).

While ANSI/TIA Standard 942 was originally developed for data centers, the methodology used for classifying redundancy of other systems can be carried forward to SCADA systems and components of the SCADA system (i.e. SCADA computer equipment, control panels, communications networks, etc). This standard affects system design as it relates to redundancy and expected down time associated with planned and unplanned maintenance activities.

Requirements	Tier I	Tier II	Tier III	Tier IV
Number Of Redundant Pathways	Only 1	Only 1	1 Active & 1 Passive	2 Active
Redundant (Standby) Components	N	N + 1	N + 1	2 (N+1)
Concurrently Maintainable	No	No	Yes	Yes
Annual Critical System Downtime Due to System Failure (In Hours)	28.8 Hours	22.0 Hours	1.6 Hours	0.4 Hours
Site (System) Availability	99.671%	99.749%	99.982%	99.995%

Per ANSI/TIA/EIA-942, Tier Levels Per Uptime Institute

Table 5.2 – Reliability Tier Ratings



Hidden Valley Lake Community Services District SCADA Master Plan Overview – SCADA System Cybersecurity Overview

6. SCADA System Cybersecurity

6.1 SCADA Cybersecurity Objectives

During planning discussions with District's key stakeholders, the following criteria related to the SCADA systems cybersecurity was identified as being critical in achieving the desired objectives:

- The SCADA system's cybersecurity objectives are a critical consideration in the planning process and in the successful ongoing operation of the SCADA system.
- System improvements should include implementing industry adopted cybersecurity technology standards and best practices.
- The District's management and staff will play a central role in implementing and maintaining the cybersecurity plan.
- The cybersecurity plan includes implementing existing District policies and procedures related to operations and management practices.

6.2 SCADA Cybersecurity Mission Statement

Plan, implement, manage and carry forward a state of the art, secure, system-wide SCADA system. The SCADA systems intrinsic goals are to support the District's desire to provide secure, efficient, and dependable control systems.

The SCADA system will in turn support the District in managing the precious water and sewer assets in a reliable, efficient and cost effective manner in order to provide the finest service to its customers, both present and future.

The SCADA systems cybersecurity is a critical element in assuring that the SCADA system meets the functional, performance, and reliability metrics established to support the District's mission and goals.

6.3 SCADA Cybersecurity Mission Analysis

Secure the SCADA system at all levels:

- Protect assets
- Protect the network
- Protect data

Fulfill legal obligations:

- System reporting and monitoring
- Maintain health and safety

Maintain reliable and efficient day-to-day operations:

- Maintain system integrity and system availability

Maintain the SCADA systems security objectives and goals after implementation:

- Develop policies, processes and routines that will assist in maintaining the stated goals and objectives after implementation. Developing and maintaining policies, processes and procedures that will assist in maintaining the SCADA systems security objectives, stated goals, and objectives after implementation.

6.4 SCADA System Cybersecurity Approach

A comprehensive cybersecurity program leverages industry standards and best practices to protect systems and detect potential problems, along with processes to be informed of current threats, enable timely response and enable effective recovery.

The Department of Homeland Security currently recommends:

- Incorporate cyber risks into existing risk management and governance processes.
- Elevate cyber risk management discussions to the CEO.
- Implement industry standards and best practices, don't rely on compliance.
- Evaluate and manage your organization's specific cyber risks.
- Develop and test incident response plans and procedures.
- Coordinate cyber incident response planning across the enterprise.
- Maintain situational awareness of cyber threats.



Hidden Valley Lake Community Services District SCADA Master Plan Overview – SCADA System Cybersecurity Overview (Adoption of Industry Standards and Best Practices)

6.5 Industry Standards and Best Practices

The following is an industry adopted standard that has been developed specifically for assessing and developing the cybersecurity requirements for Industrial Control Systems (ICS), and has been referenced and used as a primary reference source throughout the development of the District's cybersecurity plan:

- ISA/IEC-62443 Security for Industrial Automation and Control Systems

The industry's currently published and adopted best practices relevant to securing the District's SCADA system include the following publications:

- American Water Works Association (AWWA), Process Control System Security Guidance for the Water Sector.
- National Institute of Standards and Technology (NIST) Guide to Industrial Control System Systems (ICS) Security.
- The Department of Homeland Security's published guidelines associated with cybersecurity.

While these standards and publications have been referenced and used for the development of the District's SCADA system cybersecurity plan, the cybersecurity requirements have been tailored to suit the needs of the District's stated goals and objectives. It is recommended that the District periodically review, assess and modify the listed cybersecurity requirements as the District's needs change.

6.7 SCADA System Cybersecurity Defense and Defensive Policies

The fundamental goal of the SCADA cybersecurity plan is to use a multi-layered defense in-depth defensive approach. This defense in-depth approach is intended to provide a fundamentally holistic approach to security that includes securing the systems at all levels, using various means, methods, and policies.

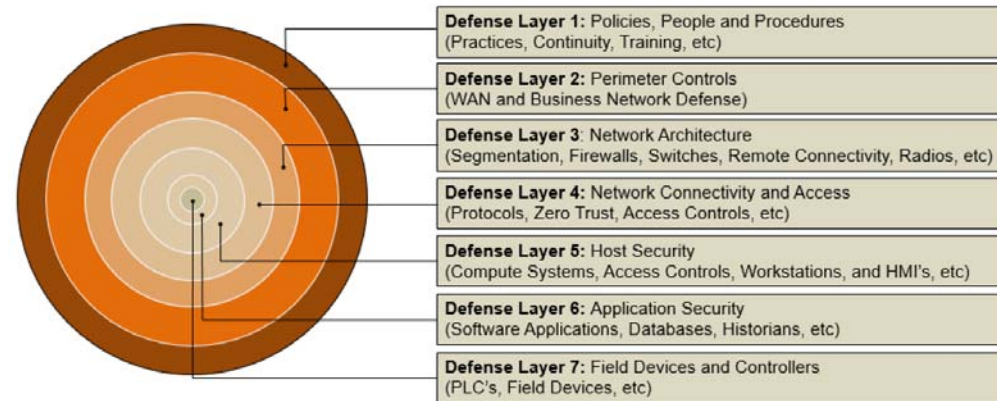


Figure 6.7 – Defense In-Depth, a Layered Security Approach



Hidden Valley Lake Community Services District SCADA Master Plan Overview – Cybersecurity Incident Response Planning

6.11 Cybersecurity Incident Response Planning

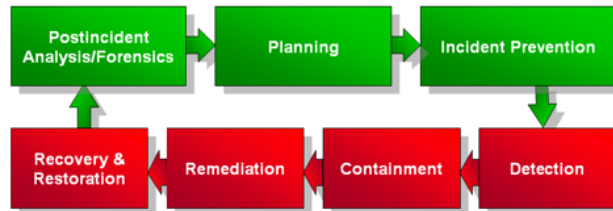


Image 6.11- Incident Response Key Elements (Dept. of Homeland Security: Recommended Practice)

A comprehensive cybersecurity incident response plan should be developed by the District as part of ongoing SCADA system planning and training. This section of the SCADA master plan document provides an outline for the SCADA system cybersecurity incident response plan based on industry best practices as published by the Department of Homeland Security.

Industry best practices for incident response planning includes developing an Incident Response Plan that includes:

- Overview of goals and objectives;
- Incident description;
- Incident detection;
- Incident notification;
- Incident analysis;
- Response actions;
- Communication information;
- Forensics.

Planning for incident response also includes participating in periodic review of policies, and performing drills that tests the plan, operational response, and operational controls.

Overview of Goals and Objectives

Section 6 of this SCADA Master Plan identifies the cybersecurity defense and defensive policies for each layer of the SCADA system. It is intended that the SCADA cybersecurity incident response plan will function to augment the SCADA system cybersecurity goals and objectives and will serve to provide a fundamental set of actions that the District should adopt as part of the normal operational control and response objectives associated with the SCADA system.

The America's Water Infrastructure Act of 2018 (AWIA) is a federal law that provides for water infrastructure planning requirements throughout the US, and became law on October 23, 2018. Section 2013 of AWIA includes enacted requirements for community water systems serving more than 3,300 people.

As part of the AWIA requirements, utilities must include cybersecurity incident response planning as part of the all-hazards planning process.



Hidden Valley Lake Community Services District SCADA Master Plan Overview – Recommended Improvements

1.0 Introduction

This document is intended to provide recommendations to the District associated with proposed SCADA system improvements.

The recommendations are based in-part on the SCADA system Gap Analysis dated November 12, 2021.

2.0 Recommendations

1. Replace existing SCADA server hardware with virtualized computer hosts that provides a high degree of reliability, ease of maintenance, and redundancy.
2. Provide secure remote access to the SCADA system for maintenance and remote SCADA system access.
3. Replace the existing SCADA software platform with a platform that includes redundant Historians, and the ability to securely monitor and control all of the Districts SCADA system assets.
4. Develop SCADA workstations that provide system-wide situational awareness and that addresses operator workstation ergonomics.
5. Replace and/or install new field mounted HMI's at select sites to enable remote system-wide monitoring and operation.
6. Perform a radio path study to document the most effective radio pathways and methodologies in order to provide a resilient and reliable SCADA radio network.
7. Replace field and local Plant PLC's that make use of modern communications methods, including Ethernet capabilities.
8. Evaluate processes to determine PLC and control system redundancy requirements.
9. Update and document operational processes related to local controls and the SCADA system.
10. Install dedicated radios and Ethernet switches at all remote locations, with the intent of deploying a modular controls platform to future-proof the design by providing incremental future upgrade paths, provides for improved network performance, insights for monitoring network traffic, and tools for network troubleshooting.
11. Replace the controls at Wastewater Lift Station No. 1. This lift station is a primary terminal lift station that has a PLC installed in the site power cabinet that creates unsafe conditions when working inside the cabinet due to exposed power terminals adjacent to the PLC.
12. Evaluate and document the controls at Well No. 4, including any requirements to demolish equipment no longer in service or that may require replacement.
13. Evaluate the Plant controls to determine if process SCADA monitoring and/or controls need to be updated or improved.
14. Evaluate the solar power requirements at each water tank site with the new PLC and radio components and replace the existing power components as needed (solar panel, charger, and battery).
15. Perform a system cybersecurity assessment (including physical security) as part of the improvements, using the assessment findings to develop controls that will secure the District's assets.
16. Perform cyber/physical penetration testing of the District's systems to discover any unresolved risks/threats and to validate the cyber/physical controls post construction.
17. Develop automated reporting to assist the District on monitoring and proactively responding to system needs.
 - a. System fault reports
 - b. System nuisance alarm reporting
 - c. Monitoring of pumps for efficiency (where possible) to report on declining pump efficiency for preventative maintenance planning and energy cost reduction
 - d. Custom reports for compliance reporting
 - e. Custom reports for cybersecurity monitoring
18. Implement a time of use pumping methodology (where possible) for water system pumping to reduce recurring energy costs.



Hidden Valley Lake Community Services District SCADA Master Plan Overview – Next Steps

- **Adoption** of the SCADA Master Plan by the Board
- **Move onto Phase 2** of the SCADA Master Plan Process – Development of design documents for the recommended improvements, including addressing cybersecurity (Construction documents)
- **Implement** the design requirements (Bid/Build)

**ACTION OF
HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT**

DATE: May 17, 2022

AGENDA ITEM: Notice of Invitation to Bid, North Shore Court Sewer Rehabilitation Project

RECOMMENDATIONS: Authorize the General Manager to move forward with the Notice of Invitation to Bid for the North Shore Court Sewer Rehabilitation Project

FINANCIAL IMPACT: \$252,183

BACKGROUND:

This is the second sewer line rehabilitation of the DWR funded I&I project. With just under \$100,000 left in DWR grant funding for this project, the District will be responsible for the remainder (\$150,000). The total of \$375,000 awarded to the District for this project has been allocated to I&I efforts since 7/1/2020. Project reimbursement has spanned two fiscal years. The five-year capital improvement plan (CIP) of 2020 had committed an allocation of \$100,000 in sewer revenues and reserves for each fiscal year. This will be the first year sewer revenues will be required to fulfill rehabilitation efforts, and has been incorporated into the upcoming fiscal year CIP budget.

Encl: N Shore Ct Bid Specifications, N Shore Ct Sewer Bid Plans, N Shore Ct Sewer Final Estimate



HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT
HIDDEN VALLEY LAKE, CALIFORNIA

NOTICE TO CONTRACTORS

SPECIAL PROVISIONS, PROPOSAL AND CONTRACT

FOR

NORTH SHORE COURT SEWER REHABILITATION PROJECT

FOR USE IN CONNECTION WITH SPECIFIED
STANDARD SPECIFICATIONS AND STANDARD PLANS DATED 2018
OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION

AND

CURRENT GENERAL PREVAILING WAGE RATES AND
LABOR SURCHARGE AND EQUIPMENT RENTAL RATES
OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION

BID OPENING DATE:

June 9, 2022, at 11:00 a.m.

HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT
19400 Hartmann Rd
Hidden Valley Lake, CA 95467

NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that Bids shall be uploaded electronically to the BPX Hidden Valley Lake Community Services District planroom via the “Submit Bid Docs” tab on the Project page until **11:00 a.m. on the 9th day of June, 2022** (no bids will be accepted after 11:00 a.m.) for the construction of the following project:

NORTH SHORE COURT SEWER REHABILITATION PROJECT

Complete bid packages, including project plans, technical specifications, bid forms and contract documents may be secured from BPX Printing by logging on to: <http://www.hvlcsdplanroom.com> or by calling 707-745-3593 or by email: Benicia@blueprintexpress.com. There is a non-refundable fee of \$40.00 per set for a printed package, plus shipping and handling. All bidders must purchase a complete set of the documents (hard copy or complete download) from BPX Printing to be considered responsive and to receive subsequent communications, such as addenda.

Bids shall be **uploaded electronically** to the BPX Hidden Valley Lake Community Services District planroom via the “Submit Bid Docs” tab on the Project page before **11:00 a.m., June 9th, 2022**. Guidelines for BPXpress Online Bidding Instructions are provided in Appendix A. Proposals will be timestamped by the website upon receipt and placed in a secure location by BPX Printing to be accessed only by a representative from Hidden Valley Lake Community Services District.

Bids will be publicly opened via an online Zoom meeting at 11:30 a.m. on June 9, 2022, at the link below:

Join Zoom Meeting

<https://us02web.zoom.us/j/83—968776597?pwd=RXo2MU1DK2piajJNcUprSXZTMHdIZz09>

Meeting ID: 839 6877 6597

Passcode: 099257

One tap mobile

+16699006833,,83968776597#,,, *099257# US (San Jose)

+13462487799,,83968776597#,,, *099257# US (Houston)

Dial by your location

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

+1 253 215 8782 US (Tacoma)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

Meeting ID: 839 6877 6597

Passcode: 099257

Find your local number: <https://us02web.zoom.us/j/83—968776597?pwd=RXo2MU1DK2piajJNcUprSXZTMHdIZz09>

After bid opening, all bids received will be posted to the Hidden Valley Lake Community Services District planroom website under the “Bid Results” tab.

Please note that bidders must be logged-in as a registered user in order to see the “Submit Bid Docs” tab. The “Submit Bid Docs” tab will only be available until the bid deadline, and all submitted bids are “sealed” and inaccessible until that time. After the bid deadline, the “Submit Bid Docs” tab will be unavailable on the Planroom platform to prospective bidders.

PLEASE NOTE THAT THIS PROJECT CONTAINS ONE (1) ELIGIBILITY CRITERIA BIDDERS MUST SATISFY TO BE ELIGIBLE FOR AWARD. BIDDERS ARE DIRECTED TO THE BIDDERS REPRESENTATION SECTION OF THE INSTRUCTIONS TO BIDDERS IN THE BID DOCUMENTS. BIDS SUBMITTED BY BIDDERS THAT DO NOT MEET THE ELIGIBILITY CRITERIA WILL BE CONSIDERED NON-RESPONSIVE AND WILL NOT BE CONSIDERED AND/OR THE BIDDER WILL BE DEEMED NOT RESPONSIBLE FOR PURPOSES OF THIS PROJECT.

In accordance with California Public Contract Code Section 3400, bidders may propose equals of products listed in the technical specifications or project plans by manufacturer name, brand or model number, unless the technical specifications or plans specify that the product is necessary to match others in use. Complete information for products proposed as equals must be submitted to the District for review at least 10 working days before the time specified for bid opening in accordance with the bidders instructions contained in the bid package.

In accordance with California Public Contract Code Section 20170, all bids must be presented under sealed cover and include one of the following forms of bidder’s security: cash, cashier’s check made payable to the District, certified check made payable to the District, or a bidder’s bond. The amount of bidder’s security provided must equal at least ten (10) percent of the total of the bid price for the base bid and the additive or deductive items listed in this notice. The successful bidder must submit to the District complete, executed copies of all required documents within ten (10) working days of receiving written notice of award of the project. Bidder’s security of any successful bidder that fails to do so will be forfeited to the District. Such required documents include, but are not limited to, a payment or labor and materials bond in an amount of at least 100 percent of the amount payable by the terms of the project contract and that satisfies the requirements of California Civil Code Section 9554, and a performance bond in an amount of at least 100 percent of the amount payable by the terms of the contract. All project bonds must be executed by an admitted surety insurer in accordance with applicable law and acceptable to the District.

Pursuant to the provisions of Section 1770 et seq. of the California Labor Code the Director of Industrial Relations for the State of California has ascertained the current general prevailing rate of wages for employer purposes, in Lake County, State of California. Not less than the general prevailing rate of per diem wages for work of a similar character in Lake County and not less than the general prevailing rate of per diem wages for holiday work fixed as provided in the California Labor Code shall be paid to all workers engaged in performing the project.

Pursuant to the provisions of Section 1771.1 of the California Labor Code, a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in Chapter 1 of Part 7 of Division 2 of the California Labor Code, unless currently registered and qualified to perform public work pursuant to Civil Code Section 1725.5. *Please note: It is not a violation of Section 1771.1 for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided*

the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. Any bids submitted without proof that Bidder and any listed subcontractor(s) are currently registered and qualified to perform public work, pursuant to Labor Code Section 1725.5, shall not be accepted by the District.

In accordance with the California Labor Code Section 1773.2, copies of the applicable determinations are available at the District office and may be reviewed upon request.

In accordance with California Civil Code Section 1771.4, the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

In accordance with California Public Contract Code Section 3300, a valid class A California contractor's license is required to bid on the project.

In accordance with California Public Contract Code Section 22300, except where prohibited by federal regulations or policies, the successful bidder may, on request and at its expense, substitute securities in lieu of amounts withheld by the District from progress payments to ensure performance under the contract in accordance with the contract documents.

The District reserves the right to postpone the date and time for the opening of proposals at any time prior to the date and time announced in the advertisement in accordance with applicable law.

The District reserves the right to reject any and all bids or to waive any defects or irregularity in bidding in accordance with applicable law. In accordance with California Public Contract Code Section 20103.8, if the District elects to award a contract for performance of the project, the contract will be awarded in accordance with California Public Contract Code Section 20162 and other applicable law to the responsible bidder submitting a responsive bid with the lowest total bid price for the total base bid without consideration of the bid price for any additive or deductive items. The lowest responsive bidder and any listed subcontractors will be checked to ensure that they are clear from the Federal Procurement and Non-Procurement Program List. All bids will remain valid for 90 days after the bid opening. Except as permitted by law and subject to all applicable remedies, including forfeiture of bidder's security, bidders may not withdraw their bid during the 90 day period after the bid opening.

By order of
The General Manager of the Hidden Valley Lake Community Services District
Lake County, California.

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APPENDIX

A.	BPX Online Bidding Instructions
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INSTRUCTIONS TO BIDDERS

1. DEFINITIONS

- 1.1 Bid forms. The bid forms are the documents listed in the Bidder's Check List in the bid package Table of Contents as comprising the documents that must be submitted for each bid for it to be deemed complete.
- 1.2 Bid package. A complete bid package consists of the following documents: Notice Inviting Bids, Instructions to Bidders, Bidder's Check List, Proposal and Schedule of Bid Prices, Bid Bond, Contractor License Information, List of Proposed Subcontractors, Eligibility Criteria Form – CIPP-Lining, Workers Compensation Insurance Certification, Non-collusion Declaration, Debarment Certification, Debarment and Suspension Certification, Public Contract Code Section 10285.1, Public Contract Code Section 10162 Questionnaire, Public Contract Code Section 10232 Statement, Bidder's Questionnaire, if any, Bidder's Signature Page, Contract Check List, Contract, Performance Bond, Payment Bond, Contract Change Order, Maintenance Bond, Escrow for Security Deposit Agreement, General Provisions, Special Provisions, and the Project Plans.
- 1.3 Contract documents. The contract documents are all of the documents incorporated into the final Project contract as listed in the contract.
- 1.4 Project. The Project is the **NORTH SHORE COURT SEWER REHABILITATION PROJECT** described in the bid package.
- 1.5 Project Plans. The Project Plans are the primarily graphic detailed requirements concerning the Project contained in the bid package.
- 1.6 Technical Specifications. The Technical Specifications provide detailed requirements concerning the Project and are contained in Special Provisions in the bid package.

2. BIDDER'S REPRESENTATIONS

Each bidder by submitting a bid represents that:

- 2.1 The bidder has read and understands the bid package and the bid is in accordance with all of the requirements of the bid package and applicable law.
- 2.2 Neither the bidder nor any subcontractor included on the list of proposed subcontractors submitted with the bid is ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7.
- 2.3 The bidder understands that quantities of unit price items may vary from the estimates provided in the technical specifications.
- 2.4 Representatives of the bidder have visited the Project site and have familiarized themselves with the conditions under which the Project work is to be performed so as to ensure that the Project work may be performed for the amount bid.

2.5 The bidder has informed the District in writing no later than five (5) working days prior to the time specified for bid opening of any apparent conflicts, errors, or ambiguities contained in the bid package or between the contents of the bid package and the Project site.

2.6 To be eligible for award, all Bidders submitting bids for this project must meet the following eligibility criteria:

- a. The bidder must have a valid Class A contractor's license at the time of contract award.
- b. The bidder, an employee of the bidder or a subcontractor of the bidder to be used for **cured-in-place pipe lining (CIPP lining)** for this project must have successfully completed similarly sized projects utilizing CIPP lining for sanitary sewer facilities in California within the past five (5) years.
- c. The bidder must properly complete the **Eligibility Criteria Form –CIPP-Lining** provided in these bid documents and submit the properly completed Eligibility Criteria Forms with the bid. The information provided on the form must be accurate and complete (listing all sanitary sewer projects in California using the specified construction methods (CIPP-lining) performed by the bidder, an employee of the bidder or the bidder's subcontractor to be used for pipe installation for the project within the two years preceding the bid opening date), must provide certifications of individuals that will be responsible for conducting the work specified in the Eligibility Criteria Forms and must list current contact information for references that can be contacted to verify the information contained in the Eligibility Criteria Form.
- d. The **CIPP-lining** installation crew proposed for use and that is actually used on the project, if awarded, must include a CIPP Field Supervisor and CIPP Technician that are certified in CIPP-lining with experience for similar-sized CIPP-lining projects for sanitary sewer facilities in California in the 5 years preceding the bid opening date.
- e. If a bidder does not submit properly completed Eligibility Criteria Forms with the bid, the bid will be considered non-responsive and will not be considered. Additionally, if during the checking of references and reviewing the information submitted it is found that the bidder does not satisfy the requirements contained in this section, or that any information submitted is not complete and accurate, the submitted bid may be found to be non-responsive and be rejected, and/or the bidder may be found not responsible for purposes of this project

3. EXAMINATION OF PLANS, SPECIFICATIONS, CONTRACT, AND WORK SITE

3-1 The bidder shall examine carefully the work site, the Project Plans and Technical Specifications, and the entire Bid Package. The submission of a bid shall be conclusive evidence that the bidder has investigated and is satisfied as to the general and local conditions to be encountered, as to the character, quality and scope of work to be performed, the quantities of materials to be furnished and as to the requirements of the Contract Documents.

3-2 The submission of a bid shall also be conclusive evidence that the bidder is satisfied as to the character, quality and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information was reasonably ascertainable from an inspection of the site and the records of exploratory work done by the District as shown in the bid documents, as well as from the Project Plans and Technical Specifications.

- 3-3 Where the District has made investigations of work site conditions including subsurface conditions in areas where Work is to be performed, or in other areas, that may constitute possible local material sources, bidders may, upon request, inspect the records of the District as to those investigations.
- 3-4 Where there has been prior construction by the District or other public agencies within the project limits, records of the prior construction that are currently in the possession of the District and that have been used by, or are known to, the designers and administrators of the project will be made available for inspection by bidders, upon request, subject to this Section 3. Such records may include, but are not limited to, as-built drawings, design calculations, foundation and site studies, project reports and other data assembled in connection with the investigation, design, construction and maintenance of the prior projects.
- 3-5 Inspection of the records of investigations and project records in the possession of the District may be made at the District Office.
- 3-6 When a log of test borings or other record of geotechnical data obtained by the District's investigation of surface and subsurface conditions is included with the Project Plans, it is furnished for the bidders' information and its use shall be subject to this Section 3.
- 3-7 In some instances, information considered by the District to be of possible interest to bidders has been compiled as "Materials Information." The use of the "Materials Information" shall be subject to the conditions and limitations set forth in this Section 3.
- 3-8 When cross sections are not included with the Project Plans, but are available, bidders may inspect the cross sections and obtain copies for their use, at their expense.
- 3-9 When cross sections are included with the Project Plans, it is expressly understood and agreed that the cross sections do not constitute part of the Agreement, do not necessarily represent actual site conditions or show location, character, dimensions and details of Work to be performed, and are included in the Project Plans only for the convenience of bidders and their use is subject to the conditions and limitations set forth in this Section 3.
- 3-10 When contour maps were used in the design of the project, bidders may inspect those maps, and if available, they may obtain copies for their use.
- 3-11 The availability or use of information described in this Section 3 is not to be construed in any way as a waiver of any of the provisions in this Section 3 and bidders are cautioned to make independent investigations and examinations as they deem necessary to be satisfied as to conditions to be encountered in the performance of the Work and, with respect to possible local material sources, the quality and quantity of material available from the property and the type and extent of processing that may be required in order to produce material conforming to the requirements of the Technical Specifications.
- 3-12 The District assumes no responsibility for conclusions or interpretations made by a bidder based on the information or data made available by the District. The District does not assume responsibility for representation made by its officers or agents before the execution of the

Agreement concerning surface or subsurface conditions, unless that representation is expressly stated in the Contract Documents.

- 3-13 No conclusions or interpretations made by a bidder from the information and data made available by the District will relieve a bidder from properly fulfilling the terms of the Agreement.

4. PRE-BID COMMUNICATION AND INTERPRETATION OF THE BID PACKAGE

- 4.1 Any bidder that discovers any apparent conflicts, errors, or ambiguities contained in the bid package or between the contents of the bid package and the Project site, or that has questions or requires clarification concerning the bid package or its intent must inform the District in writing as soon as reasonably possible, but no later than five (5) working days before the date specified for bid opening. Such notice to the District must be sent to the address specified in the Notice Inviting Bids for questions concerning the bid package or sent via electronic mail to: agordon@hiddenvalleylakecsd.com Questions received less than five (5) working days before the time specified for opening bids may not be answered.
- 4.2 Any interpretation, correction or change of the bid package prior to bid opening will be made by addendum signed by an authorized representative of the District and transmitted to all bid package recipients. No other interpretation or information concerning the bid package issued prior to the date specified for opening bids will be binding. All addenda signed by an authorized representative of the District and issued prior to the time and date specified for opening bids will form a part of the contract documents and must be acknowledged on the bid forms. Any changes, exceptions or conditions concerning the Project and/or the bid package submitted by any bidder as part of a bid may render that bid non-responsive.

5. PRE-BID ACCESS TO THE PROJECT SITE

- 5.1 Prior to submitting a bid, it will be the sole responsibility of each bidder to conduct any additional examination, investigation, exploration, testing, study or other inquiry and to obtain any additional information pertaining to the physical conditions (including surface, subsurface, and underground utilities) at or near the Project site that may affect the cost, progress, or performance of the Project, and that the bidder deems are necessary to prepare its bid for performance of the Project in accordance with the bid package and contract documents. Bidders seeking any such additional examination or other inquiries or information concerning the Project will do so at the bidder's sole expense.
- 5.2 Bidders seeking to conduct any additional examination or other inquiry at the Project site must request site access from the District at least two (2) working days in advance. The location of any excavation, boring or other invasive testing will be subject to approval on behalf of the District and any other agencies with jurisdiction over such testing. Bidders may not conduct tests at the Project site prior to obtaining District approval. The District may require bidders to execute an access agreement prior to approving testing at the Project site. Once approved testing is complete, Bidders must fill all trenches or holes, restore all pavement to match existing structural section, and otherwise clean up and restore the test site to its pre-test condition.

6. BIDDING PROCEDURE

- 6.1 Bid shall be **uploaded electronically** to the BPXpress Hidden Valley Lake Community Services District planroom via the “Submit Bid Docs” tab on the Project page no later than the time and date specified in the Notice to Bidders. Proposals will be timestamped by the website upon receipt and placed in a secure location by BPXpress to be accessed only by a representative from the Hidden Valley Lake Community Services District. Bids will be opened and read publicly via a Zoom meeting as indicated in the Notice to Bidders.
- 6.2 In accordance with California Public Contract Code Section 20170, Bids must be presented under sealed cover. Bids must be submitted using the bid forms furnished with the bid package. Bids must include all documents listed in the Bidder’s Check List completed in accordance with the bid package. Bids must bear the bidder’s legal name and be signed by a representative authorized to bind the bidder. Bids must be typed or written in ink. Corrections may be made if initialed by the individual signing the bid. No oral or telegraphic modifications of bids, including facsimile modifications, will be considered. Bids that are incomplete or that are not presented on the bid forms furnished with the bid package may be deemed non-responsive.
- 6.3 Each bid must give the full business address of the bidder. Bids of partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership, or by an authorized representative, followed by the printed name and title of the person signing. Bids of corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the president, secretary or other person authorized to bind the corporation. The name of each person signing shall also be typed or printed below the signature. Upon request of the District, bidders will furnish satisfactory evidence of the authority of the person signing the bid. Bids of joint ventures must include a certified copy of the legal agreement constituting the joint venture.
- 6.4 No person, firm, corporation, partnership or legal joint venture may submit more than one bid for the Project. However, a person, firm, corporation, partnership or legal joint venture that has submitted a subcontract proposal to a bidder, or that has quoted prices on materials to a bidder may submit a subcontract proposal, quote prices to other bidders and submit its own bid.
- 6.5 In accordance with California Public Contract Code Section 20170, all bids must include one of the forms of bidder’s security specified in the Notice Inviting Bids in an amount of at least ten (10) per cent of the total of the bid prices for the base bid and those additive or deductive items specifically identified in the Notice Inviting Bids for the purpose of determining the lowest price bid. Bidders that elect to provide bidder’s security in the form of a bid bond must execute a bid bond using the form provided in the bid forms. The bidder’s security is tendered as a guarantee that the successful bidder, if awarded the Project contract, will execute and submit to the District all required bonds, certificates of insurance, completed contract forms and other documents listed in the Contract Check List and enter into a contract with the District within ten (10) working days of receipt of the notice of award. The bidder’s security of any successful bidder that fails to do so will be forfeited to the District. All bidders’ security not forfeited to the District will be returned once a successful bidder provides all required documents and enters a contract with the District in accordance with all applicable bid package requirements. Forfeiture of the bidder’s security to the District will not waive or otherwise limit any other remedy available to the District under applicable law.
- 6.6 In accordance with California Business and Professions Code Section 7028.15, Public Contract Code Section 20103.5, and as specified in the Notice Inviting Bids, all Project work must be performed by properly licensed contractors and subcontractors with active licenses in good

standing as of the date and time specified for bid opening, or, if the Project involves federal funds, no later than the time the Project contract is awarded. Bidders must verify their Contractor's License number and license expiration date on the proposal cover page under penalty of perjury. Bids that do not satisfy applicable licensing requirements will be considered non-responsive and rejected and may subject the bidder to criminal and/or civil penalties.

- 6.7 In accordance with California Civil Code Section 1771.1, the District shall accept bids only from bidders which (along with all listed subcontractors) are currently registered and qualified to perform public work pursuant to Civil Code Section 1725.5. The District may, however, accept a non-complying bid provided that bidder (and all listed subcontractors) are registered and qualified at the time of award.
- 6.8 If the bid forms include a bidder's questionnaire, all bids must include a completed bidder's questionnaire on the forms provided. By submitting a bid, bidders authorize District representatives to verify any and all information provided on the bidder's questionnaire and agree to indemnify, defend and hold harmless the District and its officials, officers, employees, agents and volunteers to full the extent permitted by law from and against any claims, liability or causes of action, including, without limitation, legal fees and costs, arising out of verification of the information provided on the bidder's questionnaire, and/or arising out of use of information provided in the bidder's questionnaire to determine, in accordance with applicable law, the qualification of the bidder for performing the Project.
- 6.9 Bids may be withdrawn prior to the time set for bid opening by a written request signed by an authorized representative of the bidder filed with the District. The bid security submitted with bids so withdrawn will be returned to the bidder. Bidders that have withdrawn their bid in accordance with this provision may submit a new bid prior to the time set for bid opening in accordance with all applicable bid package requirements. Bids may not be withdrawn during the ninety day period after the time set for bid opening except as permitted by law pursuant to California Public Contract Code Section 5100 and following. Any other bid withdrawal will result in forfeiture of the bidder's bid security to the District.

7. BID PROTESTS

Any protest of the proposed Project award must be submitted in writing to the District no later than 5:00 PM on the third business day following the date of the bid opening.

- 7.1 The protest must contain a complete statement of the basis for the protest.
- 7.2 The protest must state the facts and refer to the specific portion of the document or the specific statute that forms the basis for the protest. The protest must include the name, address, and telephone number of the person representing the protesting party.
- 7.3 The party filing the protest must concurrently transmit a copy of the protest to the proposed awardee.
- 7.4 The party filing the protest must have actually submitted a bid for the Project. A subcontractor of a party filing a bid for the Project may not submit a bid protest. A party may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.

7.5 The procedure and time limits set forth in these Instructions to Bidders are mandatory and are the bidders' sole and exclusive remedy in the event of a bid protest. Any bidder's failure to fully comply with these procedures shall constitute a waiver of any right to further pursue a bid protest, including filing of a challenge of the award pursuant to the California Public Contract Code, filing of a claim pursuant to the California Government Code, or filing of any other legal proceedings.

7.6 The District shall review all timely protests prior to award of the Project. The District shall not be required to hold an administrative hearing to consider any protests, but may do so at its option. At the time of the District's Board of Directors consideration of the Project award, the Board of Directors shall also consider the merits of any timely protests. The Board of Directors may either reject the protest and award to the lowest responsible bidder or accept the protest and award the bid to the next lowest responsible bidder. Nothing in this section shall be construed as a waiver of the Board of Directors right to reject all bids.

8. AWARD

8.1 In accordance with applicable law, the District reserves the right to reject any or all bids and to waive any informality in any bid. The District reserves the right to accept any portion of any bid, unless the bid package expressly provides that the award will be made as a whole. If the District elects to award a contract for performance of the Project, the contract will be awarded in accordance with California Public Contract Code Section 20162 and other applicable law to the responsible bidder submitting a responsive bid with the lowest total bid price for the base bid without consideration of the bid price for any additive or deductive alternate items. In accordance with the contract documents and other applicable law, the District may add or deduct items of work from the Project after the lowest responsible bidder is determined.

8.2 The successful bidder must submit to the District complete, executed copies of all documents specified in the Contract Checklist within ten (10) working days of receiving written notice of award of the Project. Bidder's security of any successful bidder that fails to do so will be forfeited to the District.

8.3 The successful bidder and any subcontractors and others engaged in performance of the Project must have valid local business license(s), as applicable, before commencing work on the Project.

8.4 Upon verifying that the successful bidder has provided complete, executed copies of all documents specified in the Contract Checklist an authorized District representative will execute the Project contract, and the District will issue to the successful bidder a notice to proceed specifying the Project commencement date. The number of days within which the Project must be complete begins to run on the Project commencement date.

9. PRICING

9.1 If an inconsistency exists between the amount listed for a unit price in a bid and the total listed for that bid item (e.g., if the total listed for a bid item does not equal the unit price listed in the bid multiplied by the quantity listed), subject to applicable law, the unit price will be deemed to accurately reflect the bidder's intent concerning the bid item and the intended total for the bid item will be deemed to be the unit price as listed in the bid multiplied by the quantity listed.

9.2 If the Project bid price is a lump sum total made up of smaller individual bid item prices and an inconsistency exists between the lump sum total bid price and any individual bid item price, subject to applicable law, the individual bid item prices as listed in the bid will be deemed to accurately reflect the bidder's intended bid for the Project and the intended lump sum total bid for the Project will be deemed to be the sum of the individual bid item prices as listed in the bid, even if that sum is different from the amount actually listed as the lump sum total bid for the Project.

9.3 Any federal, state, or local tax payable on articles to be furnished for the Project shall be included in the lump sum total bid price and paid by the Contractor under the contract.

10. QUANTITIES

10.1 Quantities, including but not limited to, material or labor quantities, that are provided in the bid package concerning the Project are estimates only and are provided solely as a general indication of the Project scope. The District does not warrant that such quantity estimates provided in the bid package represent the actual quantities required to perform the Project in accordance with the contract documents. Such quantity estimates do not bind the District, and bidders should not rely on them in preparing their bids. Each bidder is solely responsible for determining the quantities on which to base their bids in light of information contained in the bid package, bidder investigation and analysis of the Project and the Project site, and any other analysis or expertise of the bidder concerning the Project.

10.2 The District may amend, decrease or increase the Project work in accordance with the bidding package and the contract documents. If the District amends, decreases or increases the Project work prior to award of the Project each bidder will be solely responsible for determining the revised quantities, if any, on which to base their bid in light of information contained in the bid package and any amendments or addenda to the bid package, bidder investigation and analysis of the Project as amended, decreased or increased, the Project site, and any other analysis or expertise of the bidder concerning the Project.

11. SUBSTITUTION OF "OR EQUAL" ITEMS

11.1 In accordance with California Public Contract Code Section 3400, where the Technical Specifications or Project Plans list products by manufacturer's name, brand or model number such information indicates the quality and utility of the items desired and does not restrict bidders to that manufacturer's name, brand or model number, unless the Technical Specifications or Project plans specify that the listed product is necessary to match others in use on a particular public improvement either completed or in the course of completion. Except where the Technical Specifications indicate that a particular brand product is necessary to match others in use, when a manufacturer's name, brand or model number is listed, it shall be construed to be followed by the words "or equal" whether or not those words in fact follow the manufacturer's name, brand name or model number listed in the Technical Specifications or Project Plans. Unless the Technical Specifications or Project Plans indicate that a particular brand product is necessary to match others in use, bidders may propose equals of products listed by manufacturer name, brand name or model number.

11.2 Complete information for products proposed as equals must be submitted to the District for review by at least ten (10) working days before the time specified for opening bids. To be considered, proposals concerning products proposed as equals must include sufficient

information to permit the District to determine whether the products proposed as equals will satisfy the same performance requirements as products listed by manufacturer's name, brand or model number. Such performance requirements may include, but are not limited to, size, strength, function, appearance, ease of maintenance and repair, and useful life requirements. Proposals concerning products proposed as equals that are submitted later than ten (10) working days before the time specified for opening bids will not be considered. Failure to bid products specified by manufacturer name, brand name or model number where the Technical Specifications or Project Plans specify that a particular product is necessary to match others in use, or where no proposal concerning products proposed as equals has been submitted in accordance with this provision may render a bid non-responsive.

12. SUBCONTRACTING

12.1 Bids must be in accordance with the requirements of the Subletting and Subcontracting Fair Practices, Act, California Public Contract Code Section 4100 and following. Bids must include a completed list of proposed subcontractors on the form included in the bid package. In accordance with California Public Contract Code Section 4104, completed lists of proposed subcontractors must include the name, business location, the portion (type or trade), and dollar amount of the Project work to be subcontracted for each subcontractor that will perform a portion of the Project work (including special fabrication and installation of a portion of the work) valued in excess of one half of one percent of the total Project bid price. If the Project work includes construction of streets or highways, the completed list of proposed subcontractors must include the subcontractor name, business location, type of work and dollar amount to be subcontracted for each subcontractor that will perform a portion of the Project work (including special fabrication and installation of a portion of the work) valued in excess of one half of one percent of the total Project bid price, or ten thousand dollars (\$10,000), whichever is greater.

12.2 In accordance with California Public Contract Code Section 4106, for any portion of the Project work with a value of more than one half of one percent of the total Project bid price for which no subcontractor is listed, or for which more than one subcontractor is listed, bidders certify by submitting their bids that they are qualified to perform that portion of the Project work and that they will perform that portion of the Project work with their own forces. Bidders may not substitute another subcontractor for a subcontractor listed in their bid except as permitted by the District in accordance with Section 4107 and following of the California Public Contract Code.

13. ASSIGNMENT

Bidders may not assign, sublet, sell, transfer, or otherwise dispose of their bid or any right, title or interest in their bid, or their obligations under their bid, without the written consent of an authorized representative of the District. Any purported assignment, subletting, sale, transfer or other disposition of a bid or any interest in a bid, or of any obligations under a bid without such written consent will be void and of no effect.

14. BONDS

14.1 The successful bidder must submit to the District a performance bond within ten (10) working days of receiving written notice of award. If the Project involves expenditures in excess of

twenty-five thousand dollars (\$25,000), the successful bidder must submit to the District a payment or labor and materials bond within ten (10) working days of receiving written notice of award. Prior to issuance of the final Project payment, the successful bidder must submit a maintenance bond. All bonds must be executed by corporate sureties who are admitted surety insurers in the State of California in accordance with applicable law and acceptable to the District. Individual sureties will not be accepted. All Project bonds must be executed using the forms provided in the bid package.

- 14.2 In accordance with California Civil Code Section 9554, the payment or labor and materials bond must be in the amount of one hundred percent of the total amount payable by the terms of the Project contract and guarantee payment to persons listed in California Civil Code Section 9100 for work performed and for charges for materials, supplies, and equipment provided under the Project contract (including amounts due under or subject to the Unemployment Insurance Code).
- 14.3 The performance bond must be in the amount of one hundred percent of the amount payable by the terms of the Project contract to guarantee the faithful performance of the Project work.
- 14.4 The maintenance bond must be in the amount of twenty percent of the final Project contract amount and guaranty the Project work against defects in materials, equipment, workmanship, or needed repair for one year from the District's acceptance of the Project work.

15. LABOR LAWS

- 15.1 Bidders must comply with applicable provisions of the California Labor Code.
- 15.2 In accordance with California Labor Code Section 1861, bids must include a workers compensation insurance certification on the form included in the bid package.
- 15.3 In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Project is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code shall be paid to all workers engaged in performing the Project.
- 15.4 In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for work in the locality in which the Project is to be performed. In accordance with California Labor Code Section 1773, the District has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Project is to be performed for each craft, classification or type of worker needed to perform the Project. In accordance with California Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at the District office and will be made available on request.
- 15.5 In accordance with California Labor Code Section 1777.1, contractors and subcontractors that are found guilty of willfully violating Chapter 1 of Part 7 of Division 2 of the Labor Code (except for Section 1777.5), or that are found guilty of such violations with intent to defraud, and entities in which such contractors or subcontractors have any interest, may be ineligible to bid on, be awarded, or perform Project work as a subcontractor.

BIDDER'S CHECK LIST

Did You:

- _____ Submit equal product proposals, if any, in accordance with the instructions to bidders included in the bid package at least 10 working days before the time specified for opening bids?
- _____ Include with your bid properly completed, accurate copies of the following documents in the following order using the forms included in the bid package:
 - _____ Bidder's check list?
 - _____ Proposal and Schedule of Bid Prices that state the bid as intended?
 - _____ If any, Copies of each addendum issued signed and dated on behalf of the bidder?
 - _____ Executed bid bond?
 - _____ Contractor license information?
 - _____ Contractor DIR registration information?
 - _____ List of subcontractors, including DIR registration information?
 - _____ Eligibility Criteria Form – CIPP-Lining?
 - _____ Workers compensation insurance certification?
 - _____ Signed and notarized Non-Collusion Declaration?
 - _____ Debarment certification?
 - _____ Bidder's questionnaire, if any?
 - _____ Executed bidder's signature page?
- _____ Arrange to have the sealed bid uploaded to the BPX Hidden Valley Lake Community Services District Planroom on or before the time specified for bid opening in the notice inviting bids?

PROPOSAL

For: Construction of the NORTH SHORE COURT SEWER REHABILITATION PROJECT

For the Hidden Valley Lake Community Services District, Lake County, California.

TO THE BOARD OF DIRECTORS
OF THE HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT

The undersigned, as bidder, declares that it has carefully examined the work, the annexed proposed form of contract, and agrees that if this Proposal is accepted to contract with the Hidden Valley Lake Community Services District, under the form of contract annexed hereto, to provide all the necessary tools, apparatus, and other means of accomplishing the work as specified in the contract in the manner and time herein prescribed, and in accordance with the requirements of the District as therein set forth, and to take in full payment thereof the following prices of the work to be done completely performed to the satisfaction of the Hidden Valley Lake Community Services District, to-wit:

Contractor's Bid Proposal

Item No.	Item Description	Estimated Quantity	Unit of Measure	Unit Cost (in figures)	Total Cost (in figures)
1	Traffic Control System	1	LS		
2	Trench Shoring and Bracing	1	LS		
3	Sewer Flow Control	1	LS		
4	Rehabilitate 6-inch Sanitary Sewer Main by CIPP	438	LF		
5	Reinstate Lateral and Install Cured-in-Place Top Hat	7	EA		
6	CIPP Pre-Liner	100	LF		
7	Replace 6-inch Sanitary Sewer Main with 6-inch PVC by Open Cut Construction	181	LF		
8	Reconnect Laterals to new Sewer Main By Open Cut Construction	7	EA		
9	Asphalt Concrete Trench Paving (Permanent)	10	TON		
10	Mobilization	1	LS		

Total Bid: \$ _____

Dollars

Written Amount

The undersigned further agrees to deliver and to complete the work within **25 working days**, from the date of issuance, by the District, of instructions to proceed with the work, and within 10 days of the date of mailing of the notice of award, to enter into and execute and provide to the District the necessary contract with the necessary bonds and other required documents, and in case of default in executing the necessary contract within the time fixed by the Instructions to Bidders, the bidder's security accompanying this bid shall become the property of and be forfeited to the District.

Prime Contractor _____

License # _____ Expiration Date _____

DIR Registration # _____ Expiration Date _____

Contractor's License number and expiration date are herein stated under penalty of perjury.

By: _____ Title: _____

Dated this _____ day of _____, 20__

(Corporate Seal)

Corporate Signature

Address: _____

Phone No.: _____

President's signature _____

Secretary's signature _____

Corporation organized under the laws of the State of _____

Partnership Name: _____

Address: _____

Names of Co-Partners and Addresses: _____

Names of Individuals and Addresses: _____

NOTE: Sign in proper space above.

HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT

19400 Hartman Road
Hidden Valley Lake, California 95467

BID BOND

(NOTE: Bidders must use this form, use of any other bond form may render a bid non-responsive)

KNOW ALL MEN BY THESE PRESENTS:

That we, as PRINCIPAL, and _____, a (sole proprietorship/corporation/partnership/joint venture) organized and existing under and by virtue of the laws of the State of _____ and an admitted surety insurer authorized to do business in the State of California, as SURETY, are held and firmly bound unto the Hidden Valley Lake Community Services District, as OBLIGEE, in a penal sum equal to ten-percent (10%) the total bid price including the base bid and alternates specified in the proposal of the PRINCIPAL, to the OBLIGEE for the work described below, which penal sum is _____ (\$ _____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, 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 proposal dated _____, _____ to the OBLIGEE, for the **NORTH SHORE COURT SEWER REHABILITATION** (designated as the "Project") which proposal is hereby made a part hereof;

NOW THEREFORE, if the PRINCIPAL shall not withdraw said proposal within the ninety (90) day period following the opening of bids, and if the PRINCIPAL receives written notice that the Project is awarded to the PRINCIPAL and shall, within ten (10) calendar days of receiving such notice: enter into a written contract with the OBLIGEE in the form prescribed in the bid package issued by the OBLIGEE concerning the Project; and give insurance and bond with good and sufficient sureties guaranteeing the faithful performance and proper fulfillment of such contract and guaranteeing payment for labor and materials used for performance of the contract as required by law; and file with the OBLIGEE all required documents and do all other thing required in accordance with the bid package issued by the OBLIGEE concerning the Project for the contract between the PRINCIPAL and the OBLIGEE to become effective and for work to commence in accordance with the bid package issued by the OBLIGEE concerning the Project , or, in the event of withdrawal of the accompanying proposal within the ninety (90) day period following the opening of bids; or failure by the PRINCIPAL to enter into such contract with the OBLIGEE or to give the OBLIGEE such bonds or to file any other documents or to do any other things required in the bid package issued by the OBLIGEE for the Project, if the PRINCIPAL shall pay the OBLIGEE the difference between the total bid price in the accompanying proposal and the amount for which the OBLIGEE may procure the required performance, if the latter amount be in excess of the former, together with all costs incurred by the OBLIGEE in again attempting to let the Project, and if the said PRINCIPAL shall fully reimburse and save harmless the OBLIGEE from any damage sustained by the OBLIGEE through failure of the PRINCIPAL to enter into the written contract or to file the required performance or labor and material bonds, or to file any other required documents or to do any other things required for the contract between the PRINCIPAL and the OBLIGEE to become effective and the work to commence in accordance with the bid package issued by the OBLIGEE

concerning the Project, then this obligation shall be null and void; otherwise, it shall be and 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 bid or contract documents for the Project, or to the specifications included in the same, or to the work to be performed thereunder, or to the notice inviting bids, or to any other documents concerning the Project, shall in anywise affect SURETY's obligation under this bond, and SURETY hereby waives notice of any such change, extension of time, alteration or addition to such bid or contract documents.

In the event suit is brought upon this bond by the OBLIGEE and judgment is recovered, the SURETY shall pay all costs incurred by the OBLIGEE in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of _____, _____, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by their undersigned representatives, pursuant to authority of their governing bodies.

(Corporate Seal) PRINCIPAL _____
By _____

(Acknowledgement) Title _____
SURETY _____
(Corporate Seal)

By _____
(Attorney-in-fact)

(Acknowledgement) Title _____

(NOTE TO SURETY COMPANY: A certified copy of unrevoked resolution of authority for the attorney-in-fact must be submitted with and attached to the executed bid bond.)

CONTRACTOR LICENSE INFORMATION

The bidder acknowledges that a license is required for performance of Hidden Valley Lake Community Services District **NORTH SHORE COURT SEWER REHABILITATION**.

The bidder holds the following California Contractors License(s):

- 1. License No. _____, Class _____, Expiration Date _____
- 2. License No. _____, Class _____, Expiration Date _____
- 3. License No. _____, Class _____, Expiration Date _____
- 4. License No. _____, Class _____, Expiration Date _____
- 5. License No. _____, Class _____, Expiration Date _____
- 6. License No. _____, Class _____, Expiration Date _____
- 7. License No. _____, Class _____, Expiration Date _____
- 8. License No. _____, Class _____, Expiration Date _____
- 9. License No. _____, Class _____, Expiration Date _____
- 10. License No. _____, Class _____, Expiration Date _____

Bidder's Taxpayer Identification No. _____

LIST OF SUBCONTRACTORS

In accordance with the requirements of the Subletting and Subcontracting Fair Practices Act, California Public Contract Code Section 4100 and following, listed below are the name, business location, and the portion (type or trade) of the Project work to be subcontracted to each subcontractor that will perform a portion of the Project work (including special fabrication and installation of a portion of the work) valued in excess of one half of one percent of the total bid price. If the Project work includes construction of streets or highways, listed below are the name, business location, and the portion (type or trade) of the Project Work to be subcontracted to each subcontractor that will perform a portion of the Project work (including special fabrication and installation of a portion of the work) valued in excess of one half of one percent of the total Project bid price, or ten thousand dollars, whichever is greater. Also listed below are the proposed subcontract dollar amount and current California Contractor's License Number(s) for each proposed subcontractor. Bids that fail to include complete proposed subcontractor information in accordance with this form and Public Contract Code Section 4100 and following may be deemed non-responsive.

In accordance with California Public Contract Code Section 4106, for any portion of the Project work with a value of more than one half of one percent of the total bid price for which no subcontractor is listed, or for which more than one subcontractor is listed, the bidder certifies by submission of its bid that the bidder is qualified to perform that portion of the Project work and that the bidder will perform that portion of the Project work with its own forces. The penalties listed in California Public Contract Code Section 4111 will apply to any substitution of another subcontractor for a subcontractor listed below except as permitted by the District in accordance with Section 4107 and following of the California Public Contract Code.

1. Subcontractor Name _____
Business Location _____
Trade _____
Subcontract Amount _____
Current Contractor's License No.(s) _____
Current DIR Registration No. _____
2. Subcontractor Name _____
Business Location _____
Trade _____
Subcontract Amount _____
Current Contractor's License No.(s) _____
Current DIR Registration No. _____
3. Subcontractor Name _____
Business Location _____
Trade _____
Subcontract Amount _____
Current Contractor's License No.(s) _____
Current DIR Registration No. _____
4. Subcontractor Name _____
Business Location _____
Trade _____
Subcontract Amount _____
Current Contractor's License No.(s) _____
Current DIR Registration No. _____

5. Subcontractor Name _____
Business Location _____
Trade _____
Subcontract Amount _____
Current Contractor's License No.(s) _____
Current DIR Registration No. _____
6. Subcontractor Name _____
Business Location _____
Trade _____
Subcontract Amount _____
Current Contractor's License No.(s) _____
Current DIR Registration No. _____
7. Subcontractor Name _____
Business Location _____
Trade _____
Subcontract Amount _____
Current Contractor's License No.(s) _____
Current DIR Registration No. _____
8. Subcontractor Name _____
Business Location _____
Trade _____
Subcontract Amount _____
Current Contractor's License No.(s) _____
Current DIR Registration No. _____
9. Subcontractor Name _____
Business Location _____
Trade _____
Subcontract Amount _____
Current Contractor's License No.(s) _____
Current DIR Registration No. _____
10. Subcontractor Name _____
Business Location _____
Trade _____
Subcontract Amount _____
Current Contractor's License No.(s) _____
Current DIR Registration No. _____
11. Subcontractor Name _____
Business Location _____
Trade _____
Subcontract Amount _____
Current Contractor's License No.(s) _____
Current DIR Registration No. _____
12. Subcontractor Name _____
Business Location _____
Trade _____
Subcontract Amount _____
Current Contractor's License No.(s) _____
Current DIR Registration No. _____

**HIDDEN VALLEY COMMUNITY SERVICES DISTRICT
NORTH SHORE COURT SEWER REHABILITATION PROJECT
ELIGIBILITY CRITERIA FORM – CIPP-LINING**

Name of Contractor: _____

Contractor's License # _____ **Classification** _____ **Expiration:** _____

Name of Subcontractor to be used for pipe installation (if applicable) _____

Subcontractor's License # _____ **Classification** _____ **Expiration:** _____

Similar Sanitary Sewer CIPP-Lining Projects Completed in the last 5 years

(Please list all projects similar in size and nature [500 linear feet or more of CIPP-lining of 6-inch diameter sanitary sewer facilities in California] that your company or the subcontractor's company that you propose to use for pipe installation for this project has completed within the 5 years preceding the bid opening date. If necessary, please make copies of these sheets to provide a complete listing.)

Project Name: _____

Year Constructed: _____

Construction Contract Amount: \$ _____

Client Contact Name: _____

Client Contact Phone Number: _____

Approx. Linear Feet of CIPP Liner Installed: _____

Diameter of CIPP Liner Installed: _____

Brief Description of the Work Completed: _____

Project Name: _____

Year Constructed: _____

Construction Contract Amount: \$ _____

Client Contact Name: _____

Client Contact Phone Number: _____

Approx. Linear Feet of CIPP Liner Installed: _____

Diameter of CIPP Liner Installed: _____

Brief Description of the Work Completed: _____

Project Name: _____

Year Constructed: _____

Construction Contract Amount: \$ _____

Client Contact Name: _____

Client Contact Phone Number: _____

Approx. Linear Feet of CIPP Liner Installed: _____

Diameter of CIPP Liner Installed: _____

Brief Description of the Work Completed: _____

Project Name: _____

Year Constructed: _____

Construction Contract Amount: \$ _____

Client Contact Name: _____

Client Contact Phone Number: _____

Approx. Linear Feet of CIPP Liner Installed: _____

Diameter of CIPP Liner Installed: _____

Brief Description of the Work Completed: _____

Name of Employee to be used as CIPP Field Supervisor*: _____

Number of Similar Projects Employee has worked on: _____

Certifications held for CIPP Installation:** _____

*Note: The employee indicated above as CIPP Field Supervisor must be the individual used for the work associated with this project. CIPP Lining Project Supervisor must have installed at least 3,000 feet of 6-inch CIPP liner in sewer main pipelines as part of a lining crew, and overseen the installation of CIPP lining and Top Hat installation in sewer mainlines on at least four different projects, with a minimum of two of these projects involving 6-inch diameter pipe. No substitutions for this person will be allowed without submitting all required information for an equivalently experienced individual to the District and obtaining prior written consent from the District.

**Note: Please attached copies of all certifications for CIPP lining that this employee has obtained.

Name of Employee to be used as CIPP Technician*:** _____

Number of Similar Projects Employee has worked on: _____

Certifications held for CIPP Installation:** _____

***Note: The employee indicated above as CIPP Technician must be the individual used for the work associated with this project. CIPP Lining Technician must have installed at least 1,500 feet of 6-inch CIPP liner in sewer mainlines as part of a lining crew and installed Top Hats on at least two different projects involving 6-inch diameter pipe. No substitutions for this person will be allowed without submitting all required information for an equivalently experienced individual to the District and obtaining prior written consent from the District.

**Note: Please attached copies of all certifications for CIPP lining that this employee has obtained.

WORKERS COMPENSATION INSURANCE CERTIFICATION

By submitting its bid the bidder certifies as follows:

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

**NON-COLLUSION DECLARATION
TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID**

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. 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, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state]."

DEBARMENT CERTIFICATION

By submitting its bid, the bidder certifies in accordance with California Public Contract Code Section 6109 that neither the bidder nor any subcontractor included on the list of proposed subcontractors submitted with the bid is ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7. In accordance with California Public Contract Code Section 6109, Contractors and subcontractors who are ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7 may neither bid on, be awarded or perform as a subcontractor on public works projects.

TITLE 49, CODE OF FEDERAL REGULATIONS - PART 29
DEBARMENT AND SUSPENSION CERTIFICATION

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of District, partner, director, officer, manager:

1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; and
2. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal Agency within the past 3 years; and
3. Does not have a proposed debarment pending; and,
4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space:

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats, 1986), The bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has _____, has not _____ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided.

The above Statement is part of the Proposal. Signing the Contractor's Proposal on the signature portion thereof shall also constitute signature of this Statement.

Bidders are cautioned that making false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE

In accordance with Public Contract Code Section 10162, The Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is "Yes", explain the circumstances in the following space.

PUBLIC CONTRACT SECTION 10232 STATEMENT

In accordance with Public Contract Code Section 10232, the Contractor hereby states under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

BIDDER'S SIGNATURE PAGE

By signing this proposal the bidder certifies, under penalty of perjury under the laws of the State of California, that the information submitted with this proposal for the Hidden Valley Lake Community Services District **NORTH SHORE COURT SEWER REHABILITATION** ("Project"), which information includes, but is not limited to, the Bidder's Check List, Proposal and Schedule of Bid Prices, Bid Bond, Contractor License Information, List of Subcontractors, Workers Compensation Insurance Certification, Non-Collusion Declaration, Debarment Certification, Debarment and Suspension Certification, Public Contract Code Section 10285.1 Statement, Public Contract Code Section 10162 Questionnaire, Public Contract Code Section 10232 Statement and Bidder's Questionnaire, if any, is accurate, true and correct, and is submitted in accordance with the requirements of the bid package issued by the Hidden Valley Lake Community Services District concerning Project and applicable law. By signing this proposal the bidder representative specified below certifies that he or she is legally authorized to bind the bidder.

The bidder agrees to deliver and to complete the Project within **25 working days** from the date of issuance, by the District, of instructions to proceed with the Project, and within 10 days of the date of mailing of the notice of award, to enter into and execute and provide to the District the Project contract, bonds and all other documents specified in the Contract Check List included in the bid package, and in case of default in executing the Project contract within the time fixed by the Instructions to Bidders, the bidder's security accompanying this bid shall become the property of and be forfeited to the Hidden Valley Lake Community Services District.

Prime Contractor _____

By: _____ Title: _____

Dated this _____ day of _____, 20__

(Corporate Seal)

Corporate signature

Address: _____

Phone No.: _____

President's signature _____

Secretary's signature _____

Corporation organized under the laws of the State of _____

Partnership Name: _____

Address: _____

Names of Co-Partners and Addresses:

Names of Individuals and Addresses:

NOTE: Sign in proper space above.

Date: _____

(Typed or printed name)

(Signature)

(Bidder)

Bidder business address (street, city, state and zip code)

Bidder Business phone: () _____

Bidder Business fax: () _____

CONTRACT CHECK LIST

Complete, accurate, executed copies of the following documents must be submitted to the Hidden Valley Lake Community Services District in accordance with the bid package issued by the District within ten (10) working days of receiving written notice of award of the project. The bidder's security of any successful bidder that fails to do so will be forfeited to the District.

_____ Contract Check List

_____ Agreement

_____ Performance Bond

_____ Payment Bond

_____ Certificates of Insurance and Endorsements

_____ Escrow for Deposit Agreement, if applicable

_____ General Conditions

AGREEMENT

The Hidden Valley Lake Community Services District, (“District”) enters into this agreement, dated for reference purposes only, with _____ (“Contractor”).

RECITALS

- A. NOTICE INVITING BIDS. The District gave notice inviting bids to be submitted by _____ for the **NORTH SHORE COURT SEWER REHABILITATION** by published notice and/or posting in accordance with California Public Contract Code Section 20164 and other applicable law.
- B. BID OPENING. On _____, District representatives opened the bids for the **NORTH SHORE COURT SEWER REHABILITATION** and read the bids aloud.
- C. PROJECT AWARD. On _____, the District awarded the **NORTH SHORE COURT SEWER REHABILITATION** to the Contractor and directed District staff to send the Contractor written notice of award of the project. The District conditioned award of the project on the Contractor’s providing executed copies of all documents specified in the contract check list included in the bid package within ten (10) working days of receiving written notice of award of the project.
- D. REQUIRED DOCUMENTS. The Contractor has provided the District executed copies of all documents specified in the contract check list included in the bid package within ten (10) working days of receiving written notice of award.

AGREEMENT TERMS

The District and the Contractor agree as follows:

1. THE WORK. The Contractor shall furnish all equipment, tools, apparatus, facilities, material labor, and skill necessary to perform and complete in a good and workmanlike manner the **NORTH SHORE COURT SEWER REHABILITATION** (“Work”) as shown in the Technical Specifications and Project Plans in accordance with the Contract Documents and applicable law.
2. LOCATION OF WORK. The Work will be performed at the following locations:
Hidden Valley Lake, California
3. TIME FOR COMPLETION. The Contractor must complete the Work in accordance with the Contract Documents within **25 working days** from the date specified in the District’s Notice to Proceed (“Time for Completion”).
4. REMEDIES FOR FAILURE TO TIMELY COMPLETE THE WORK. If the Contractor fails to fully perform the Work in accordance with the Contract Documents by the Time for Completion, as such time may be amended by change order or other modification to this agreement in accordance with its terms, and/or if the Contractor fails, by the Time for Completion, to fully perform all of the Contractor’s obligations under this agreement that have accrued by the Time for Completion, the Contractor will become liable to the District for all resulting loss and damage

in accordance with the Contract Documents and applicable law. The District's remedies for the Contractor's failure to perform include, but are not limited to, assessment of liquidated damages of **\$3,200 per day** in accordance with California Government Code Section 53069.85 and Section 7-1.02 of the General Provisions, and/or obtaining or providing for substitute performance in accordance with the Contract Documents.

5. CONTRACT PRICE AND PAYMENT. As full compensation in consideration of completion of the Work in accordance with the Contract Documents and in consideration of the fulfillment of all of the Contractor's obligations under the Contract Documents, the District will pay the Contractor in lawful money of the United States the total price of \$ _____ (the "Contract Price") as specified in the Contractor's completed Bid Schedule dated _____, _____, and attached to and incorporated in this agreement. Payment to the Contractor under this agreement will be for Work actually performed in accordance with the Contract Documents and will be made in accordance with the requirements of the Contract Documents and applicable law. The District will have no obligation to pay the Contractor any amount in excess of the Contract Price unless this agreement is first modified in accordance with its terms. The District's obligation to pay the Contractor under this agreement is subject to and may be offset by charges that may apply to the Contractor under this agreement. Such charges include but are not limited to, charges for liquidated damages and/or substitute performance in accordance with the Contract Documents.

6. PREVAILING WAGES. In accordance with California Labor Code Section 1771, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the Work is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the California Labor Code must be paid to all workers engaged in performing the Work. In accordance with California Labor Code Section 1770 and following, the Director of Industrial Relations has determined the general prevailing wage per diem rates for the locality in which the Work is to be performed. In accordance with California Labor Code Section 1773, the District has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the project. In accordance with California Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at the office of Coastland Civil Engineering and will be made available on request. Throughout the performance of the Work the Contractor must comply with all provisions of the Contract Documents and all applicable laws and regulations that apply to wages earned in performance of the Work.

7. THE CONTRACT DOCUMENTS. This agreement consists of the following documents ("Contract Documents"), all of which are incorporated into and made a part of this agreement as if set forth in full. In the event of a conflict between or among the Contract Documents, precedence will be in the following order:
 - 7.1 This agreement and change orders and other amendments to this agreement signed by authorized representatives of the District and the Contractor.

 - 7.2 The General Provisions and change orders and other amendments to the General Conditions signed by authorized representatives of the District and the Contractor.

- 7.3 The Special Provisions, addenda to the Special Provisions signed by authorized representatives of the District and issued prior to bid opening, Equal Product Proposals accepted by the District and signed by authorized District representatives prior to bid opening, and change orders and other amendments to the Technical Specifications signed by authorized representatives of the District and the Contractor.
- 7.4 The Project Plans, addenda to the Project Plans signed by authorized representatives of the District and issued prior to bid opening, Equal Product Proposals accepted by the District and signed by authorized District representatives prior to bid opening, and change orders and other amendments to the Project Plans signed by authorized representatives of the District and the Contractor.
- 7.5 Notice Inviting Bids.
- 7.6 Instructions to Bidders.
- 7.7 The successful bidder's completed Proposal Form and Bidder's Sheet.
- 7.8 The successful bidder's completed Contractor License Information.
- 7.9 The successful bidder's completed List of Proposed Subcontractors.
- 7.10 The successful bidder's Workers Compensation Insurance Certification.
- 7.11 The successful bidder's completed Non-Collusion Declaration.
- 7.12 The successful bidder's Debarment Certification.
- 7.13 The successful bidder's completed Certificates of Insurance and Endorsements.
- 7.14 The successful bidder's executed Performance Bond.
- 7.15 The successful bidder's executed Payment Bond.
- 7.16 Executed Escrow for Deposit Agreement, if applicable.
- 7.17 Change Order Form.
- 7.18 The Maintenance Bond form included in the bid package that the Contractor must execute prior to release of final payment under the Contract.
- 7.19 The successful bidder's Qualification Statement, if any.
- 7.20 The successful bidder's signed Signature Form.

- 8. PROVISIONS INCORPORATED BY REFERENCE. Provisions or parts of provisions that are incorporated by reference and not set forth at length in any of the Contract Documents will only form a part of this Agreement to the extent the Contract Documents expressly make such provisions or parts of provisions a part of this Agreement. For example, published public works

agreement provisions, such as those of the State of California Department of Transportation Standard Specifications (known as the Standard Specifications) are only a part of this Agreement to the extent expressly incorporated in this Agreement by section number, and references in the Standard Specifications incorporated by reference to other Standard Specifications do not make such other Standard Specifications a part of this Agreement. When such published provisions are made a part of this Agreement, references in the published provisions to other entities, such as the State, the Agency, or similar references, will be deemed references to the District as the context of this Agreement may require.

- 9. INTERPRETATION OF CONTRACT DOCUMENTS. Any question concerning the intent or meaning of any provision of the Contract Documents, including, but not limited to, the Technical Specifications or Project Plans, must be submitted to the District, for issuance of an interpretation and/or decision by an authorized District representative in accordance with the requirements of the Contract Documents. Interpretations or decisions by any other person concerning the Contract Documents will not be binding on the District. The decision of an authorized District representative shall be final.

- 10. ASSIGNMENT PROHIBITED. The Contractor may not assign part or all of this agreement, or any moneys due or to become under this agreement, or any other right or interest of the Contractor under this agreement, or delegate any obligation or duty of the Contractor under this agreement without the prior written approval of an official authorized to bind the District and an authorized representative of Contractor's surety or sureties. Any such purported assignment or delegation without such written approval on behalf of the District and the Contractor's sureties will be void and a material breach of this agreement subject to all available remedies under this agreement and at law and equity.

- 11. CERTIFICATION RE CONTRACTOR'S LICENSE. By signing this Agreement the Contractor certifies that the Contractor holds a valid Type A license issued by the California State Contractors Licensing Board, and that the Contractor understands that failure to maintain its license in good standing throughout the performance of the Work may result in discipline and/or other penalties pursuant to the California Business and Professions Code, and may constitute a material breach of this agreement subject to all available remedies under this agreement and at law and equity.

- 12. SEVERABILITY. If any term or provision or portion of a term or provision of this Agreement is declared invalid or unenforceable by any court of lawful jurisdiction, then the remaining terms and provisions or portions of terms or provisions will not be affected thereby and will remain in full force and effect.

Executed on _____, _____, by

CONTRACTOR

HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT

By: _____

By: _____

Title: _____

Title: President, Board of Directors

[Attach Notary Page]

Attest:

By: _____

Title: Clerk of the Board

PERFORMANCE BOND

(NOTE: Bidders must use this form, use of any other bond form may render a bid non-responsive)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the Board of Directors of the Hidden Valley Lake Community Services District has awarded to _____ (designated as the “PRINCIPAL”) a contract for the **NORTH SHORE COURT SEWER REHABILITATION**, which contract and all of the contract documents as defined therein (designated as the “Contract”) are hereby made a part hereof; and

WHEREAS, said PRINCIPAL is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, WE, the PRINCIPAL and _____ as surety (designated as “SURETY”), an admitted surety insurer authorized to do business in the State of California, are held and firmly bound unto the District (designated as “OBLIGEE”), in the penal sum of _____ dollars (\$ _____), lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, and administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, if the above bound PRINCIPAL, 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 and any alteration thereof made as therein provided, on his or their part to be kept and performed at the time and in the manner therein specified and in all respects according to their true intent and meaning, and shall defend, indemnify and save harmless the OBLIGEE, it’s officials, officers, employees, volunteers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

And the said SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or to the specifications or the plans accompanying the same or to any other part of the contract documents, as defined therein, shall in any way affect said SURETY’s obligation on this bond, and the SURETY does hereby waive notice of any such change, extension of time, alteration or addition.

And the said SURETY, for value received, hereby stipulates and agrees that upon termination of the Contract for cause, the OBLIGEE reserves the right to refuse tender of the PRINCIPAL by the SURETY to complete the Contract work.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of _____, _____, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by their undersigned representatives, pursuant to authority of their governing bodies.

(Corporate Seal) PRINCIPAL _____

By _____

(Acknowledgment) Title _____

(Corporate Seal) SURETY _____

By _____
(Attorneys-in-fact)

(Acknowledgment) Title _____

(NOTE TO SURETY COMPANY: A certified copy of unrevoked resolution of authority for the attorney-in-fact must be submitted with and attached to the executed bond.)

PAYMENT/LABOR AND MATERIALS BOND

(NOTE: Bidders must use this form, use of any other bond form may render a bid non-responsive)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the Board of Directors of the Hidden Valley Lake Community Services District has awarded to _____ (designated as the "PRINCIPAL") a contract for the **NORTH SHORE COURT SEWER REHABILITATION**, which contract and all of the contract documents as defined therein (designated as the "Contract") are hereby made a part hereof; and

WHEREAS, pursuant to California Civil Code Section 9550, the PRINCIPAL is required, before entering upon the performance of the Contract, to file a payment bond with and have such bond approved by the officer or public entity by whom the Contract is awarded; and

WHEREAS, pursuant to California Civil Code Section 9554, such payment bond must be in a sum not less than one hundred percent (100%) of the total amount payable by the terms of the Contract, and must satisfy the other requirements specified in that section; and

WHEREAS, the PRINCIPAL is required in accordance with the Contract to furnish a payment bond in connection with the Contract to secure payment of claims of laborers, mechanics and materialmen employed on work under the Contract in accordance with applicable law;

NOW, THEREFORE, THESE PRESENTS WITNESSETH:

That the PRINCIPAL and the undersigned _____, as surety (designated as "SURETY"), an admitted surety insurer authorized to do business in the State of California are held and firmly bound unto all laborers, material men, and all other persons named in California Civil Code Section 9100 in the sum of _____ Dollars (\$ _____), lawful money of the United States, being a sum not less than one hundred percent of the total amount payable by the terms of the Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the PRINCIPAL or any of the PRINCIPAL's subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all, or either of them, shall fail to pay any persons named in California Civil Code Section 9100, or fail to pay for any labor, materials, provisions, provender, 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 fail to pay amounts due under the Unemployment Insurance Code with respect to such work or labor, or fail to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the PRINCIPAL or any subcontractors of the PRINCIPAL pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the SURETY will pay for the same in an amount not exceeding the amount herein above set forth, and also, in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court; otherwise this obligation shall be void.

It is hereby expressly stipulated and agreed by the said Surety, for value received, that this bond shall inure to the benefit of any and all of the persons named in Section 9100 of the California Civil Code so as to give a right of action to them or their assigns in any suit brought upon this bond.

It is hereby further expressly stipulated and agreed by the said Surety, for value received, that no change, extension of time, alteration or addition to the terms of the Contract or the specifications or drawings accompanying the same or to any other part of the contract documents, as defined therein, shall in any manner affect the obligations of the SURETY on this bond, and SURETY does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this _____ day of _____, _____, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by their undersigned representatives, pursuant to authority of their governing bodies.

(Corporate Seal) PRINCIPAL _____

By _____

(Acknowledgment) Title _____

(Corporate Seal) SURETY _____

By _____
(Attorneys-in-fact)

(Acknowledgment) Title _____

(NOTE TO SURETY COMPANY: A certified copy of unrevoked resolution of authority for the attorney-in-fact must be submitted with and attached to the executed bond.)

HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT
19400 Hartmann Rd., Hidden Valley Lake, CA 95467

ORDER NO
DATE
STATE California
COUNTY Lake

CONTRACT CHANGE ORDER

CONTRACT FOR NORTH SHORE COURT SEWER REHABILITATION

CONTRACT NO:

OWNER: Hidden Valley Lake Community Services District

CONTRACTOR:

CURRENT CONTRACT PRICE:

CURRENT CONTRACT TIME OF COMPLETION:

CURRENT NO. WORKING DAYS

TO:

(Contractor)

You are hereby requested to comply with the following changes from to the contract plans, specifications, or other contract documents:

Description of Changes (Supplemental Plans and Specifications Attached)	DECREASE in Contract Price	INCREASE In Contract Price
1)		
TOTALS	\$ -	\$ -
NET CHANGE IN CONTRACT PRICE		\$ 0.00

JUSTIFICATION:

The amount of the Contract will be (Decreased) (Increased) By The Sum Of: \$ -

The Contract Total Including this and previous Change Orders Will Be:

The Contract Period Provided for Completion Will Be (Increased) (Decreased) (Unchanged): _____ Days
 Contract Completion Date

Upon execution by representatives authorized to bind the parties, this Change Order will become a part of the contract. The consideration specified in this Change Order (whether an adjustment of the contract price, an adjustment of time, and/or other consideration) is the full and sole compensation owed to the contractor as a result of the changes and issues described in this Change Order. Such consideration includes, but is not limited to, any and all direct and indirect costs incurred by the contractor as a result of the changes and issues described in this Change Order for any labor, equipment, materials, overhead (additional, extended, field and home office), profit, or time adjustments. By signing this Change Order the contractor waives and releases the owner from any and all claims for additional compensation concerning any of the changes and issues specified in this Change Order.

The undersigned, being the _____ (Title) of the Contractor, by signing this Changer Order declares under penalty of perjury under the laws of the State of California, and does personally certify and attest that: the undersigned has thoroughly reviewed the attached request for change order and knows its contents, and said request for change order is made in good faith; that it is supported by truthful and accurate data; that the amount requested and the additional time requested accurately reflect the allowable expenses that would be incurred, and the time necessary, to perform the change order; and further, that the undersigned is familiar with California Penal Code Section 72 and California Government Code Section 12650 et seq., pertaining to false claims, and further knows and understands that the submission or certification of a false claim may lead to fines, imprisonment, or other severe legal consequences.

Requested _____ (Owner) (Date)

Recommended _____ (Owner's Architect/Engineer) (Date)

Accepted _____ (Contractor) (Date)

Approved by Agency _____ (Name and Title) (Date)

925984

MAINTENANCE BOND

(NOTE: Bidders must use this form, use of any other bond form may render a bid non-responsive)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the Board of Directors of the Hidden Valley Lake Community Services District has awarded to _____ (designated as the "PRINCIPAL") a contract for the **NORTH SHORE COURT SEWER REHABILITATION** which contract and all of the contract documents as defined therein (designated as the "Contract") are hereby made a part hereof; and

WHEREAS, the PRINCIPAL is required under the terms of the Contract to furnish a bond for the correction of any defects due to defective materials or workmanship in the work performed under the Contract.

NOW, THEREFORE, we the PRINCIPAL and the undersigned _____, as surety (designated as "SURETY"), an admitted surety insurer authorized to do business in the State of California, are held and firmly bound unto the Hidden Valley Lake Community Services District, (designated as the "OBLIGEE"), in the penal sum of _____ Dollars (\$_____), lawful money of the United States, being a sum not less than ten percent (10%) of the final Contract price, 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 CONDITIONS OF THIS OBLIGATION ARE SUCH that if, during a maintenance period of one (1) year from the date of acceptance by the OBLIGEE of the contracted work, the PRINCIPAL upon receiving written notice of a need for repairs which are directly attributable to defective materials or workmanship, shall diligently take the necessary steps to correct said defects within seven (7) days from the date of said notice, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

If any action shall be brought by the OBLIGEE upon this bond, a reasonable attorney's fee, to be fixed by the Court, shall be and become a part of OBLIGEE's judgment in any such action.

No right of action shall accrue on this bond to, or for the use of, any person or corporation other than the OBLIGEE named herein or the heirs, executors, administrator or successor of the OBLIGEE.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their seals this _____ day of _____, the name and corporate seals 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) PRINCIPAL _____

By _____

(Acknowledgment) Title _____

(Corporate Seal)

SURETY _____

By _____
(Attorneys-in-fact)

(Acknowledgment)

Title _____

(NOTE TO SURETY COMPANY: A certified copy of unrevoked resolution of authority for the attorney-in-fact must be submitted with and attached to the executed bond.)

**ESCROW AGREEMENT FOR
SECURITY DEPOSITS IN LIEU OF RETENTION**

This Escrow Agreement is made and entered into by and between the Hidden Valley Lake Community Services District, whose address is 19400 Hartmann Rd., Hidden Valley Lake, California 945467 hereinafter called "District", and _____, hereinafter called "Contractor", whose address is _____ and _____, whose address is _____, hereinafter called "Escrow Agent"

For consideration hereinafter set forth, the District, Contractor, and Escrow Agent agree as follows:

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by District pursuant to the Construction Contract entered into between the District and Contractor for the project entitled **NORTH SHORE COURT SEWER REHABILITATION** in the amount of _____ dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the District shall make payments of the retention earnings directly to the Escrow Agent. When Contractor deposits the securities as substitute for Contract earnings, the Escrow Agent shall notify the District within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the District and Contractor. Securities shall be held in the name of _____ and shall designate the Contractor as the beneficial owner.
2. The District shall make progress payments to the Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
3. When the District makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until such time as the escrow created under this contract is terminated. The Contractor may direct the investments of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the District pays the escrow agent directly.
4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the District. These expenses and payment terms shall be determined by the District, Contractor and Escrow Agent.
5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of the Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the District.
6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from District to the Escrow Agent that District consents to the withdrawal of the amount sought to be withdrawn by Contractor.
7. The District shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven day's written notice to the Escrow Agent from the District of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the District.

8. Upon receipt of written notification from the District certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.
9. Escrow Agent shall rely on the written notifications from the District and the Contractor pursuant to Sections (4) to (6) inclusive, of this agreement and the District and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.
10. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the District and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures, are as follows:

On behalf of District:

Title: _____

Name: _____

On Behalf of Contractor:

Title: _____

Name: _____

On behalf of Escrow Agent:

Title

Name

Signature

Address

At the time the Escrow Account is opened, the District and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

District:

Contractor:

Title

Title

Name

Name

Signature

Signature

Address

Address

GENERAL PROVISIONS

SECTION 1 DEFINITIONS

The following terms as used in any agreement of which these General Provisions are a part are defined as follows:

- 1-1.01 Agreement:** The agreement between the District and Contractor concerning the Project, as evidenced by and comprised of the Contract Documents.
- 1-1.02 Base:** A layer of specified material of planned thickness placed immediately below the pavement or surfacing.
- 1-1.03 Base Material:** The material in excavation or embankments underlying the lowest layer of subbase, base, pavement, surfacing or other specified layer which is to be placed.
- 1-1.04 Bid Package:** All of the documents listed as comprising the entire Bid Package as specified in the Instructions to Bidders and representing the full set of documents made available to bidders on the Project.
- 1-1.05 Bridge:** Any structure, with a bridge number, which carries a utility facility, or railroad, highway, pedestrian or other traffic, over a water course or over or under or around any obstruction.
- 1-1.06 Caltrans:** The Department of Transportation of the State of California, as created by law.
- 1-1.07 Change Order:** Amendment to the Agreement, the Project Plans, Technical Specifications or other Contract Documents in accordance with Section 3, Control of Work and Material and Changes in Work, of the General Provisions.
- 1-1.08 District:** Hidden Valley Lake Community Services District.
- 1-1.09 Conduit:** A pipe or tube in which smaller pipes, tubes or electrical conductors are inserted or are to be inserted.
- 1-1.10 Contract Documents:** All those documents listed in the Project agreement as comprising the entire agreement between the District and the Contractor.
- 1-1.11 Contractor:** The successful bidder for the Project and party to the Project agreement with the District as specified in the Project agreement.

- 1-1.12 Culvert:** Any structure, other than a bridge, which provides an opening under a roadway for drainage or other purposes.
- 1-1.13 Days:** Unless otherwise specified in the Contract Documents, days mean working days.
- 1-1.14 Designer:** The person or persons so specified on the Technical Specifications and/or Project Plans.
- 1-1.15 Detour:** A temporary route for traffic around a closed portion of a road.
- 1-1.16 Divided Highway:** A highway with separated traveled ways for traffic, generally in opposite directions.
- 1-1.17 Engineer:** The District's authorized representative for administration and overall management of the Project agreement and Work. The Engineer is the official point of contact between the District and the Contractor.
- 1-1.18 Frontage Road:** A local street or road auxiliary to and located generally on the side of an arterial highway for service to abutting property and adjacent areas and for control of access.
- 1-1.19 Grading Plane:** The surface of the basement material upon which the lowest layer of subbase, base, pavement, surfacing or other specified layer is placed.
- 1-1.20 Highway:** The whole right of way or area which is reserved for and secured for use in constructing the roadway and its appurtenances.
- 1-1.21 Laboratory:** The established laboratory of the Materials and Research Department of the Department of Transportation of the State of California or laboratories authorized by the Engineer to test materials involved in the contract.
- 1-1.22 Manual on Uniform Traffic Control Devices:** The latest edition of the California Manual on Uniform Traffic Control Devices.
- 1-1.23 Median:** That portion of a divided highway separating the traveled ways for traffic in opposite directions including inside shoulders.
- 1-1.24 Office of Structure Design:** The Offices of Structure Design of the Department of Transportation. When the specifications require working drawings to be submitted to the Offices of Structure Design, the drawings shall be submitted to: Offices of Structure Design, Documents Unit, Mail Station 9-4/4I, 1801 30th Street, Sacramento, CA 95816, Telephone (916) 227-8252.
- 1-1.25 Pavement:** The uppermost layer of material placed on the traveled way or shoulders. This term is used interchangeably with surfacing.

- 1-1.26 Processing:** Any operation or operations of whatever nature and extent required to produce a specified material.
- 1-1.27 Project:** The **Wastewater Treatment Plant Access Road & Pond Levee Repairs** as described in the Technical Specifications and Project Plans.
- 1-1.28 Project Inspector:** The party or parties charged by the District with inspecting the Work for compliance with the requirements of the Contract Documents and applicable laws and regulations. The Project Inspector acts under the direction of the District and shall coordinate with the District as directed by the District in accordance with the Contract Documents.
- 1-1.29 Project Plans:** The primarily graphic detailed requirements concerning the Project contained in the Bid Package and any addenda to the Project Plans signed by authorized District representatives and issued prior to bid opening, Equal Product Proposals accepted by the District and signed by authorized District representatives prior to bid opening, and change orders and other amendments to the Project Plans signed by authorized representatives of the District and the Contractor in accordance with the requirements of the Contract Documents.
- 1-1.30 Roadbed:** The roadbed is that area between the intersection of the upper surface of the roadway and the side slopes or curb lines. The roadbed rises in elevation as each increment or layer of subbase, base, surfacing or payment is placed. Where the medians are so wide as to include areas of undisturbed land, a divided highway is considered as including 2 separate roadbeds.
- 1-1.31 Roadway:** That portion of the highway included between the outside lines of sidewalks, or curbs, slopes, ditches, channels, waterways, and including all the appertaining structures, and other features necessary to proper drainage and protection.
- 1-1.32 Shoulders:** The portion of the roadway contiguous with the traveled way for accommodation of stopped vehicles, for emergency use, and for lateral support of base and surface courses.
- 1-1.33 Special Provisions:** The special provisions set forth conditions or requirements peculiar to the Work and supplementary to the General Provisions.
- 1-1.34 Standard Specifications:** The directions, provisions and requirements contained in the Caltrans Specifications.
- 1-1.35 Subbase:** A layer of specified material of planned thickness between a base and the basement material.
- 1-1.36 Subcontractor:** A person, firm or corporation that is obligated as a party to a contract with the Contractor to perform part of the Project work. For purposes of

these General Provisions Subcontractors include, but are not limited to, those that are obligated as parties to a contract with the Contractor to specially fabricate and install a portion of the Project Work according to the Technical Specifications and/or Project Plans.

1-1.37 Subgrade: That portion of the roadbed on which pavement, surfacing, base, subbase, or a layer of any other material is placed.

1-1.38 Substructure: All that part of the bridge below the bridge seats, tops of piers, haunches of rigid frames, or below the spring lines of arches. Backwalls and parapets of abutments and wingwalls of bridges shall be considered as parts of the substructure.

1-1.39 Superstructure: All that part of the bridge except the bridge substructure.

1-1.40 Surfacing: The uppermost layer of material placed on the traveled way, or shoulders. This term is used interchangeably with pavement.

1-1.41 Technical Specifications: The detailed Project requirements contained in the Bid Package and any addenda to the Technical Specifications signed by authorized District representatives and issued prior to bid opening, Equal Product Proposals accepted by the District and signed by authorized District representatives prior to bid opening, and change orders and other amendments to the Technical Specifications signed by authorized representatives of the District and the Contractor in accordance with the requirements of the Contract Documents.

1-1.42 Traffic Lane: That portion of a traveled way for the movement of a single line of vehicles.

1-1.43 Traveled Way: That portion of the roadway for the movement of vehicles, exclusive of the shoulders.

1-1.44 Work: The furnishing of all equipment, tools, apparatus, facilities, material, labor and skill necessary to perform and complete in a good and workmanlike manner the Project as shown in the Technical Specifications and Project Plans in accordance with the Contract Documents and applicable law.

1-1.45 Written Notice: Will be deemed to have been duly served for purposes of these General Provisions and any agreement of which they are a part if delivered in person to the individual or to a member of the firm or to any office of the corporation for whom the notice is intended, or if sent by registered or certified mail to the last known business address known to the party giving notice. Unless otherwise specified in the Contract Documents, the last known address of the Contractor shall be that listed in the Contractor's completed Proposal and Schedule of Bid Prices.

SECTION 2

SCOPE OF WORK

2-1.01 Documents Furnished by District. The District will furnish to the Contractor, free of charge three (3) sets of prints of the Project Plans and Technical Specifications for execution of the Work. Throughout the performance of the Work the Contractor must keep one copy of the Project Plans and Technical Specifications in good order and available for review by the Engineer, the Designer, and any other District contractors or representatives.

2-1.02 Ownership of Documents Furnished by District. All documents furnished by the District, including, but not limited to, the Technical Specifications, Project Plans, and any copies, are the property of the District. Documents furnished by the District may not to be used on any other work. All documents furnished by the District must be returned to District upon completion of the Work.

2-1.03 Technical Specifications and Project Plans.

- a. The Technical Specifications and Project Plans are complementary and intended to mutually describe the Work necessary to complete the Project in accordance with the Contract Documents.
- b. In general, the Project Plans indicate dimensions, position and kind of construction, and the Technical Specifications indicate qualities and methods. Any Work indicated on the Project Plans and not mentioned in the Technical Specifications or vice versa must be furnished as though fully set forth in both. Work that is not particularly detailed, marked or specified shall be the same as similar Work that is detailed, marked or specified. The Contractor must furnish items necessary for the operation of equipment depicted in the Project Plans or specified in the Technical Specifications that are suitable to allow such equipment to function properly at no extra charge.
- c. The Contractor must notify the Engineer as soon as possible of any apparent errors or inconsistencies, including, but not limited to, typographical or notational errors in the Project Plans, Technical Specifications, and/or in work done by others affecting the Work. The Engineer will issue instructions concerning any such apparent errors or inconsistencies. If the Contractor proceeds with Work impacted by apparent errors or inconsistencies without instructions from the Engineer, the Contractor shall do so at its sole risk and shall have all of the obligations and the District shall have all of the rights and remedies specified in Section 9 concerning any resulting damage or defect.
- d. The General Provisions apply with equal force to all of the Work, including extra work authorized by the Engineer in accordance with the Contract Documents. The Contractor must submit any required shop diagrams and/or

drawings by the times and in the quantities indicated in the Technical Specifications. Any such shop diagrams and/or drawings must show completely the Work to be done, expanding on the Project Plans concerning details not previously shown, field conditions and the condition of the Work. Engineer review of such shop diagrams and/or drawings will concern conformance with the requirements of the Contract Documents only. The Engineer assumes no responsibility for the correctness or accuracy of the dimensions or any other contents of any shop diagrams and/or drawings submitted by the Contractor. The Contractor must check all dimensions at the Work site. Shop diagrams and/or drawings must be clearly marked with the name of the Project and the name of the Contractor, subcontractor or supplier making the submittal, and must be stamped and signed by the Contractor and submitted under a signed transmittal letter from the Contractor certifying that all dimensions have been checked at the Work site. These requirements are mandatory. The Engineer will not review shop diagrams and/or drawings that do not satisfy these requirements. The Contractor will be responsible for any and all discrepancies between dimensions of the actual Project site and/or Work and those shown on shop diagram and/or drawings submitted by the Contractor, and for any other errors contained in or resulting from such shop diagrams and/or drawings, including, but not limited to, errors in material and/or equipment quantities and any resulting errors, delays or additional cost in the performance of the Work. The Contractor will have all of the obligations and the District will have all of the rights and remedies that are specified in Section 9, Remedies and Disputes, concerning any discrepancies or errors in shop diagrams and/or drawings submitted by the Contractor, and concerning any resulting errors, delays or additional costs in the performance of the Work.

2-1.04 Pre-Construction Conference. Prior to the issuance of the Notice to Proceed, a pre-construction conference will be held at the Office of the District for the purpose of discussing with the Contractor the scope of work, Contract drawings, specifications, existing conditions, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representative at this conference shall include all major superintendents for the work and may include major subcontractors.

SECTION 3 CONTROL OF WORK AND MATERIAL AND CHANGES IN THE WORK

3-1.01 Engineer's Status. The Engineer will administer the Project in accordance with the Contract Documents. After execution of the agreement and issuance of the Notice to Proceed, all correspondence and/or instructions concerning the Project between the Contractor and/or District shall be forwarded through the Engineer. Except as otherwise provided in the Contract Documents, the Engineer will not be responsible for and will not have control or charge of construction means, methods, techniques, or procedures or for safety precautions in connection with the Work. The Engineer, however, will have authority to reject materials and/or workmanship that do not conform to the requirements of the Contract Documents. The Engineer will also have the authority to require inspection or testing of the Work.

3-1.02 Designer's Status. The Designer will advise the Engineer concerning decisions on all claims of the Contractor and all other matters relating to the execution and progress of the Work or the interpretation of the Contract Documents. The Designer will also advise the Engineer concerning Work that does not conform to the Contract Documents. Whenever, in the Designer's opinion, it is necessary or advisable in accordance with the Contract Documents, the Designer may recommend to the Engineer inspection or testing of the Work, whether or not such Work is then fabricated, installed or completed.

3-1.03 Inspection and Testing of Work and Material.

- a. The District, the Engineer, the Designer and their representatives will have access to the Work at all times wherever it is in preparation or progress. The Contractor must provide proper facilities for such access and for inspection. The Contractor shall furnish the Engineer a list of the Contractor's sources of materials and the locations at which those materials will be available for inspection. The list shall be furnished to the Engineer in sufficient time to permit inspecting and testing of materials to be furnished from the listed sources in advance of their use. Within three (3) business days of receipt of the list, the Engineer may inspect, sample or test materials at the source of supply or other locations, but the inspection, sampling or testing will not be undertaken until the Engineer is assured by the Contractor of the cooperation and assistance of both the Contractor and the supplier of the material. The Contractor shall assure that the Engineer or the Engineer's authorized representative has free access at all times to the material to be inspected, sampled or tested. Adequate facilities shall be furnished free of charge to make the necessary inspection. The District assumes no obligation to inspect materials at the source of supply. It is understood that the inspections and tests if made at any point other than the point of incorporation in the Work in no way shall be considered as a guaranty

of acceptance of the material nor of continued acceptance of material presumed to be similar to that upon which inspections and tests have been made, and that inspection and testing performed by the District shall not relieve the Contractor or the Contractor's suppliers of responsibility for quality control.

- b. The Contractor must inspect all materials as delivered and promptly return all defective materials without waiting for their rejection by the Designer or Engineer. The Contractor shall be responsible for controlling the quality of the material entering the Work and of the Work performed, and shall perform testing as necessary to ensure control. The test methods used for quality control testing shall be as determined by the Contractor and this Agreement. The results of the testing shall be made available to the Engineer upon request. These tests are for the Contractor's use in controlling the Work and will not be accepted for use as acceptance tests. Full compensation for performing quality control tests and making the results available to the Engineer shall be considered as included in the Contract Prices and no additional compensation will be allowed therefore.
- c. If the Engineer, the Technical Specifications, or any laws, ordinances, or any public authority require any Work to be tested or approved, the Contractor must give the Engineer timely notice of the Contractor's readiness for inspection. Inspections will be promptly made, and where practicable, at the source of supply. Any work subject to such testing that is covered up without timely notice to the Engineer or without the approval or consent of the Engineer must, if required by the Engineer, be uncovered for examination at the Contractor's expense. The Contractor will have all of the obligations and the District will have all of the rights and remedies that are specified in Section 9 concerning any work subject to testing that is covered up without timely notice to the Engineer and that is not uncovered for examination at the Contractor's expense if required by the Engineer.
- d. Tests of materials or qualification tests required by the Contract Documents must be made in accordance with the Technical Specifications and the requirements of the California Building Standards Code, where applicable, as adopted by the District, and other applicable law. Copies of all testing reports shall be distributed as required in the Technical Specifications. The laboratory or inspection agency shall be selected by the District. The District will pay for all laboratory inspection service direct, and not as a part of the contract. Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.
- e. The District or its representatives may order re-examination of questioned Work. If ordered to do so, the Contractor must uncover such Work. If such Work is found to be according to the Contract Documents, the District shall pay the cost of uncovering and restoring the Work, unless such Work was subject to testing and covered up without timely notice to or approval of the Engineer.

If re-examined Work is found not in accordance with the Contract Documents, the Contractor must pay the cost of uncovering and restoring the Work. The Contractor will have all of the obligations and the District will have all of the rights and remedies that are specified in Section 9 concerning any re-examined Work not in accordance with the Contract Documents that the Contractor fails to uncover and restore at the Contractor's expense.

- f. The Contractor must replace or correct without charge any material or workmanship found not to conform to the requirements of the Contract Documents, unless the District consents to accept such material or workmanship with an appropriate adjustment in the Contract Price. The Contractor must promptly segregate and remove non-conforming material from the Work site. The Contractor will have all of the obligations and the District will have all of the rights and remedies that are specified in Section 9 concerning any failure by the Contractor to replace or correct without charge any material or workmanship that does not conform to the requirements of the Contract Documents and that the District has not consented to accept.
- g. Any work done beyond the lines and grades shown on the Project Plans or established by the Engineer, or any extra work done without written authority will be considered as unauthorized work and will not be paid for. Upon order of the Engineer unauthorized work shall be remedied, removed or replaced at the Contractor's expense.
- h. The inspection of the Work or materials shall not relieve the Contractor of any of the Contractor's obligations to fulfill the Agreement. Work and materials not meeting Agreement requirements shall be made good, and unsuitable Work or materials may be rejected, notwithstanding that the Work or materials have been previously inspected by the Engineer or that payment therefore has been given.
- i. Unless otherwise specified, all tests shall be performed in accordance with the methods used by Caltrans and shall be made by the Engineer or the Engineer's designated representative.
- j. The District has developed methods for testing the quality of materials and work. These methods are identified by number and are referred to in the Technical Specifications as California Tests. Copies of individual California Tests are available at the Transportation Laboratory, Sacramento, California, and will be furnished to interested persons upon request.
- k. Whenever the specifications require compliance with specified values for the following properties, tests will be made by the California Test indicated unless otherwise specified:

Properties	California Test
Relative Compaction	216 or 231
Sand Equivalent	217
Resistance (R-value)	301
Grading (Sieve Analysis)	202
Durability Index	229

- l. Whenever a reference is made in the Technical Specifications to a California Test by number, it shall mean the California Test in effect on the day the Agreement is signed on behalf of the District.

- m. Whenever the Technical Specifications provide an option between 2 or more tests, the Engineer will determine the test to be used.

- n. Whenever a reference is made in the Technical Specifications to a specification, manual or test designation either of the American Society for Testing and Materials, the American Association of State Highway and Transportation Officials, Federal Specifications or any other recognized national organization, and the number or other identification representing the year of adoption or latest revision is omitted, it shall mean the specification, manual or test designation in effect on the day the Agreement is signed on behalf of the District. Whenever the specification, manual or test designation provides for test reports (such as certified mill test reports) from the manufacturer, copies of those reports, identified as to the lot of material, shall be furnished to the Engineer. The manufacturer's test reports shall supplement the inspection, sampling and testing provisions in this Section, and shall not constitute a waiver of the District's right to inspect. When material which cannot be identified with specific test reports is proposed for use, the Engineer may, at the Engineer's discretion, select random samples from the lot for testing. Test specimens from the random samples, including those required for retest, shall be prepared in accordance with the referenced specification and furnished by the Contractor at the Contractor's expense. The number of the samples and test specimens shall be entirely at the discretion of the Engineer. Unidentified metal products, such as sheet, plate and hardware shall be subject to the requirements of Section 55-1.02A (6), "Unidentified Stock Material" of the Standard Specifications.

- o. When requested by the Engineer, the Contractor shall furnish, without charge, samples of all materials entering into the Work, and no material shall be used prior to approval by the Engineer, except as provided in Section 3-1.04, "Certificates of Compliance." Samples of material from local sources shall be taken by or in the presence of the Engineer; otherwise, such samples will not be considered for testing.

3-1.04 Certificates of Compliance.

- a. Certificates of Compliance shall be furnished prior to the use of any materials for which the Technical Specifications require that a certificate be furnished. In addition, when so authorized in the Technical Specifications, the Engineer may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the Technical Specifications. A Certificate of Compliance shall be furnished with each lot of material delivered to the work and the lot so certified shall be clearly identified in the certificate.
- b. Materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material in the Work which conforms to the requirements of the Project Plans and Technical Specifications, and any material not conforming to the requirements will be subject to rejection whether in place or not.
- c. The District reserves the right to refuse to permit the use of material on the basis of a Certificate of Compliance.
- d. The form of the Certificate of Compliance and its disposition shall be as directed by the Engineer.

3-1.05 Samples Furnished by the Contractor. The Contractor must furnish all samples for approval as directed in sufficient time to permit the Designer or Engineer to examine, approve and select samples before they are required by the progress of the Work. Portions of the Work for which samples are required and for which the Designer or Engineer has selected samples must be in accordance with such approved samples. Samples must be sent prepaid to the office of the Engineer or to such place as the Engineer may direct.

3-1.06 Materials and Substitutions.

- a. Materials used for the Work must be new and of the quality specified. When not particularly specified, materials must be the best of their class or kind. The Contractor must, if required, submit satisfactory evidence as to the kind and quality of materials.
- b. If the Contractor submitted complete information to the District for products proposed as equals in accordance with the bid package, and the District approved such products proposed as equals in writing, the Contractor may either furnish such products approved as equals, or furnish the products listed by manufacturer name, brand or model number in the Technical Specifications

or Project Plans. The District retains the right, in its sole discretion, to accept or reject any other proposed substitution. To be considered, proposals concerning products proposed as equals must include sufficient information to permit the District to determine whether the products proposed as equals will satisfy the same performance requirements as products listed by manufacturer's name, brand or model number. Such performance requirements may include, but are not limited to, size, strength, function, appearance, ease of maintenance and repair, and useful life requirements. If the District does not accept a proposed substitution, the Contractor must furnish the product specified in the Technical Specifications or Project Plans for the Contract Price, regardless of whether the product is specified by manufacturer's name, brand or model number, or otherwise.

3-1.07 Contractors Responsibility For The Work And Materials.

- a. Until the acceptance of the Work, the Contractor shall have the charge and care of the Work and of the materials to be used and shall bear the risk of injury, loss or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the Work, except as provided in Sections 6-1.16, "Public Convenience," and 5-1.11, "Relief From Maintenance and Responsibility." The Contractor shall rebuild, repair, restore, and make good all injuries, losses or damages to any portion of the Work or the materials occasioned by any cause before its completion and acceptance and shall bear the expense thereof, except for those injuries, losses, or damages that are directly and proximately caused by acts of the Federal Government or the public enemy. Where necessary to protect the Work or materials from damage, the Contractor shall, at the Contractor's expense, provide suitable drainage of the roadway and erect those temporary structures that are necessary to protect the Work or materials from damage. The suspension of the Work from any cause whatever shall not relieve the Contractor of the responsibility for the Work and materials as herein specified. If ordered by the Engineer, the Contractor shall, at the Contractor's expense, properly store materials which have been partially paid for by the District or which have been furnished by the District. Storage by the Contractor shall be on behalf of the District and the District shall at all times be entitled to the possession of the materials, and the Contractor shall promptly return the materials to the site of the Work when requested. The Contractor shall not dispose of any of the materials so stored except on written authorization from the Engineer.
- b. During the performance of the Work, all materials must be neatly stacked, properly protected from the weather and other adverse impacts, and placed so as to avoid interference with efficient progress of the Work, with other activities of the District, or with the use of existing District facilities by the public. All materials must be delivered so as to ensure efficient and uninterrupted progress of the Work. Materials must be stored so as to cause no obstruction and so as

to prevent overloading of any portion of the Work. The Contractor will be responsible for damage or loss of materials delivered to and/or stored at the Work site due to weather or other causes. The Contractor must promptly remove from the Work site all materials rejected by the District or its representatives as failing to conform to the requirements of the Contract Documents, whether such non-conforming materials have been incorporated in the Work or not. If the District or its representatives so direct, the Contractor must promptly replace and re-execute Work performed by the Contractor and order the replacement and re-execution of Work performed by subcontractors using non-conforming materials with materials that satisfy the requirements of the Contract Documents without expense to the District. The Contractor will bear the expense of making good all Work destroyed or damaged by such removal. The Contractor will have all of the obligations and the District will have all of the rights and remedies that are specified in Section 9 concerning any failure by the Contractor to replace or re-execute Work using non-conforming materials, and/or to make good all work destroyed or damaged by such removal and/or execution.

3-1.08 Audit and Examination of Records. The District may examine and audit at no additional cost to the District all books, estimates, records, contracts, documents, bid documents, bid cost data, subcontract job cost reports and other Project related data of the Contractor, subcontractors engaged in performance of the Work, and suppliers providing supplies, equipment and other materials required for the Work, including computations and projections related to bidding, negotiating, pricing or performing the Work or contract modifications and other materials concerning the Work, including, but not limited to, Contractor daily logs, in order to evaluate the accuracy, completeness, and currency of cost, pricing, scheduling and any other project related data. The Contractor will make available all such Project related data at all reasonable times for examination, audit, or reproduction at the Contractor's business office at or near the Work site, and at any other location where such Project related data may be kept until three years after final payment under the Agreement. Pursuant to California Government Code Section 8546.7, if the amount of public funds to be expended is in excess of \$10,000, this Agreement shall be subject to the examination and audit of the State Auditor, at the request of the District, or as part of any audit of the District, for a period of three (3) years after final payment under the Agreement.

3-1.09 Advertising. No advertising signs of any kind may be displayed on the Work site, or on fences, offices or elsewhere adjacent to the Work site.

3-1.10 Project Schedule. Within 7 days of issuance of the Notice to Proceed, the Contractor must submit a schedule showing each task of Work, the sequence of each task, the number of days required to complete each task, and the critical path controlling the completion of the entire Work. The schedule must allow for the completion of the entire Work within the Time for Completion.

- a. District Review of Schedule. The District may review the Contractor's submitted schedule and may note any exceptions. The Contractor must correct any exceptions noted by the District within five (5) working days of being notified of the exceptions.
- b. Update of Schedule. After submission of a schedule to which the District has taken no exceptions, the Contractor must submit an updated schedule on a biweekly basis or as otherwise specified by the District until completion of the Work. The updated schedule must show the progress of Work as of the date specified in the updated schedule.
- c. Float. The schedule shall show early and late completion dates for each task. The number of days between these dates will be designated as "float". The Float will be designated to the Project and will be available to both the District and the Contractor as needed.
- d. Failure to Submit Schedule. If the Contractor fails to submit schedules within the time periods specified in this Section, or submit a schedule to which the District has taken uncorrected exceptions, the District may withhold payments to the Contractor until such schedules are submitted and/or corrected in accordance with the Contract Documents.
- e. Responsibility for Schedule. The Contractor will be solely and exclusively responsible for creating the schedule and properly updating it. The District may note exceptions to any schedule submitted by the Contractor. However, if the Contractor will be solely responsible for determining the proper method for addressing such exceptions and the District's review of the schedule will not place scheduling obligation on the District.

3-1.11 Construction Staking. Where the Contract Documents require, the Contractor shall employ a licensed Land Surveyor to perform construction staking. Stakes and marks will be set by the Surveyor as the Engineer determines to be necessary to establish the lines and grades required for the completion of the Work.

- a. The Contractor will be responsible for coordinating performance of the Work with the Surveyor and for all costs associated with construction staking and layout.
- b. Contractor shall provide "cutsheets" for the Engineer to review and use in checking grades. Finished grades shall be within 0.01 feet in elevation and 0.03 feet horizontal layout.
- c. Full compensation for Construction Staking shall be considered as included in the prices paid for the various items of Work involved, and no additional allowance will be made therefore.

3-1.12 Detours.

- a. The Contractor shall construct and remove detours and detour bridges for the use of public traffic as provided in the Special Provisions, or as shown on the Project plans or as directed by the Engineer. Payment for this Work will be made as set forth in the Special Provisions or at the contract prices for the items of Work involved
- b. The cost of repairing damage to detours caused by public traffic will be paid for as provided in this Section 3.
- c. When public traffic is routed through the Work, provision for a passageway through construction operations will not be considered as detour construction or detour maintenance, and this Work shall conform to and be paid for as provided in Section 6-1.16, "Public Convenience" unless otherwise specified in the Special Provisions.
- d. Detours used exclusively by the Contractor for hauling materials and equipment shall be constructed and maintained by the Contractor at the Contractor's expense.
- e. The failure or refusal of the Contractor to construct and maintain detours at the proper time shall be sufficient cause for suspending the Work until the detours are in satisfactory condition for use by public traffic.
- f. Where the Contractor's hauling is causing such damage to the detour that its maintenance in a condition satisfactory for public traffic is made difficult and unusually expensive, the Engineer shall have authority to regulate the Contractor's hauling over the detour.

3-1.13 District Directed Change Orders. The District may at any time during the progress of the Work direct any amendments to the Work or any of the Contract Documents, including, but not limited to the Technical Specifications, or Project Plans. Such amendments will in no way void the agreement, but will be applied to amend the Contract Price, if such amendments affect the Contract Price, the Project schedule, if such amendments affect the Project schedule, or any other provision of the Contract Documents based on a fair and reasonable valuation of the amendment in accordance with this Section 3.

3-1.14 Writing Requirement. Change orders and other amendments to the Technical Specifications, the Project Plans, or other Contract Documents may be made only by a writing executed by authorized representatives of the District and the Contractor.

3-1.15 Contractor Proposed Change Orders. Unless the Engineer otherwise authorizes or the District and the Contractor otherwise agree, change order proposals submitted by the Contractor must be submitted to the Engineer no later than the time of the proposed change. The Project Manager shall review the proposed change order and respond by acknowledging the contract change, supplying information and not acknowledging a change order, or recommending other action. If the Project Manager acknowledges the contract change, the Contractor shall submit a change order to the Project Manager as set forth in this Section. Each change order submitted by the Contractor shall be accompanied by the following certification executed by an officer of Contractor:

I, _____, being the _____ of _____ (Contractor), declare under penalty of perjury under the laws of the State of California, and do personally certify and attest that: I have thoroughly reviewed the attached request for change order and know its contents, and said request for change order is made in good faith; that it is supported by truthful and accurate data; that the amount requested and the additional time requested accurately reflects the allowable expenses that would be incurred, and the time necessary, to perform the change order; and further, that I am familiar with California Penal Code section 72 and California Government Code section 12650, et seq., pertaining to false claims, and further know and understand that submission or certification of a false claim may lead to fines, imprisonment, or other severe legal consequences.

3-1.16 All Change Orders. All proposed change orders must be submitted on completed Change Order forms provided in the Contract Documents. All such proposed change orders must itemize all cost impacts of the proposed change order and include a total price for that change order and the amended Contract Price that would become effective upon execution of the change order. All proposed change orders must specify any change in the Project schedule, or in any project milestone including, but not limited to, the Time for Completion, under the change order. It is understood that change orders that do not specify a change in any milestone, including, but not limited to, the Time for Completion, must be accomplished by the Time for Completion then in effect.

3-1.17 Change Order Pricing. Change order pricing for all change orders, whether, additive, deductive, or both, will be governed by the following:

- a. Prices specified in the Contract Documents will apply to cost impacts involving items for which the Contract Documents specify prices.
- b. Cost impacts involving items for which the Contract Documents do not specify prices may be paid on a lump sum basis as approved by the District.
- c. For cost impacts involving items for which the Contract Documents do not specify prices, and for which no lump sum amount has been approved by the

District, charges or credits for the Work will be paid on a time and materials basis in accordance with the following and subject to Caltrans Standard Specifications, provision 9-1.03, concerning allowable direct charges. The time and materials payment will be the sum of and limited to the direct and indirect costs for labor, materials, equipment and overhead calculated as follows:

1. Labor: The Contractor will be paid the cost of labor for the workers (including foremen when authorized by the Engineer), used in the actual and direct performance of the Work. The cost of labor utilized in performing the Work, whether the employer is the Contractor, a subcontractor or other entity engaged in the performance of the Work, will be the sum of the following:
 - Actual Wages: The actual wages paid will include any employer fringe benefit payments to or on behalf of the workers for health and welfare, pension, vacation and similar purposes. The actual wages and fringe benefits paid must be at the rates shown on the certified payroll documents submitted by the Contractor.
 - Labor Surcharge: The labor surcharge will be as set forth in the latest edition of the California Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates". The labor surcharge will constitute full compensation for all payments imposed by State or Federal laws and for all other payments made to, or on behalf of, workers engaged in the performance of the Work, excluding the Actual Wages as defined above.
 - Fixed Markup: A fixed markup of 15% of the sum of the actual wages paid and the labor surcharge applicable to such actual wages, together with the actual wage and labor surcharge costs described in this provision will constitute full and complete compensation for all overhead, profit, incidentals, and any and all other direct or indirect expenses associated with furnishing all labor for the Work.
2. Materials: Materials costs will be the direct costs for materials actually exhausted, consumed or entering permanently into the Work, plus a fixed markup of 15% of such direct materials costs, which, together with the direct cost of materials as described in this provision will constitute full and complete compensation for all overhead, profit, incidentals, and any and all other direct or indirect expenses associated with furnishing all materials for the Work.
3. Equipment: All equipment used will be paid in accordance with the rates in subsection 9-1.04D (3) entitled "Equipment Rental" of the Standard

Specifications, plus a fixed markup of 10% of such equipment rates, which, together with the equipment rates as described in this provision will constitute full and complete compensation for all overhead, profit, incidentals, and any and all other direct or indirect expenses associated with furnishing all equipment for the Work.

4. Unless approved in writing in accordance with provision 3-1.14 of this Contract in advance of performance of the Work, any and all other cost impacts (including, but not limited to profit, bond premiums or fees, insurance premiums or fees, superintendent labor, clerical expenses, home office expenses, Work site office expenses, utility costs, permit costs, and licensing costs) involving items for which the Contract Documents do not specify prices, and for which no lump sum amount has been approved by the District, will constitute incidentals, full compensation for which will be deemed included in the markups for labor, material, and equipment specified above, and no additional compensation for such cost impacts will be allowed.

3-1.18 Liability Under Unapproved Change Orders. The Contractor will be solely responsible for any and all losses, costs, or liabilities of any kind incurred by the Contractor, any subcontractor engaged in the performance of the Work, any party supplying material or equipment for the Work or any third party that are incurred pursuant to Contractor-proposed change orders prior to issuance of an approved change order executed in accordance with this Section 3. The Contractor will have all of the obligations and the District will have all of the rights and remedies that are specified in Section 9 concerning any work or resulting losses, costs, or liabilities pursuant to a Contractor proposed change order before issuance of an approved change order executed in accordance with this Section 3.

3-1.19 Changes Subject to Contract Documents. Any changes in the Work and/or the Contract Documents pursuant to change orders and any other amendments issued in accordance with the Contract Documents, including this Section 3, will in all respects be subject to all provisions of the Contract Documents, including, but not limited to, the Technical Specifications and the Project Plans, except as modified by such change orders or amendments.

3-1.20 Change Order Disputes.

- a. Disputed District Directed Change Orders. If the Contractor disputes a District directed change order following a reasonable effort by the and the Contractor to resolve the dispute including, at a minimum, a meeting between appropriate representatives of the Contractor and the District, the Contractor must commence performing the Work consistent with the disputed change order within five (5) working days of the last meeting between representatives of the Contractor and the District to resolve the dispute, or within the time specified in the disputed District directed change order, whichever is later. In performing Work consistent with a disputed District-directed change order pursuant to this

provision the Contractor will have all of the Contractor's rights concerning claims pursuant to the Contract Documents and applicable law.

- b. Disputed Contractor Proposed Change Orders. If the District disputes a Contractor proposed change order, the District and the Contractor will use reasonable efforts to resolve the dispute including, at a minimum, holding a meeting between appropriate representatives of the Contractor and the District. Regardless of and throughout any such efforts to resolve the dispute the Contractor must continue performing the Work irrespective of and unmodified by the disputed change order. In continuing to perform the Work, the Contractor will retain all of the Contractor's rights under contract or law pertaining to resolution of disputes and protests between contracting parties. Disputes between the District and the Contractor concerning any Contractor-proposed change order or other amendment do not excuse the Contractor's obligation to perform the Work in accordance with the Contract Documents excluding such Contractor-proposed change order or other amendment by the Time for Completion or waive any other Project milestone or other requirement of the Contract Documents.

**SECTION 4
TRENCHING AND UTILITIES
AND
PROJECT FACILITIES**

4-1.01 The Construction Safety Orders of the Division of Occupational Safety and Health shall apply to all excavations.

- a. Detailed plans of protective systems for which the Construction Safety Orders require design by a registered professional engineer shall be prepared and signed by an engineer who is registered as a Civil Engineer in the State of California, and shall include the soil classification, soil properties, soil design calculations that demonstrate adequate stability of the protective system, and any other design calculations used in the preparation of the plan.
- b. No plan shall allow the use of a protective system less effective than that required by the Construction Safety Orders.
- c. If the detailed plan includes designs of protective systems developed only from the allowable configurations and slopes, or Appendices, contained in the Construction Safety Orders, the plan shall be submitted at least 5 days before the Contractor intends to begin excavation. If the detailed plan includes designs of protective systems developed from tabulated data, or designs for which design by a registered professional engineer is required, the plan shall be submitted at least 3 weeks before the Contractor intends to begin excavation.

4-1.02 Excavation More Than Four Feet Deep. In accordance with California Public Contract Code Section 7104, if the Work involves excavation more than four feet deep the Contractor must promptly notify the District in writing before disturbing: any material that the Contractor believes may be 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; any subsurface or latent physical conditions at the Work site differing from those indicated; or any unknown physical conditions at the Work 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 Documents. The District will promptly investigate any such conditions for which notice is given. If the District finds that the conditions do materially differ, or involve hazardous waste, and would cause a decrease or increase in the cost or time of performance of the Work, the District will issue a change order pursuant to Section 3 of these General Provisions. If a dispute arises between the District and the Contractor concerning whether the conditions materially differ, or involve hazardous waste, or cause a decrease of increase in the cost or time of performance, the Contractor will not be excused from any completion date provided in the Contract Documents, but shall proceed with all Work to be performed. The

Contractor will retain all rights under contract or law pertaining to resolution of disputes and protests between contracting parties.

4-1.03 Excavation of Five Feet or More. In accordance with California Labor Code Section 6705, contractors performing contracts exceeding \$25,000 in cost and involving excavation five or more feet deep must submit for the District's acceptance, prior to 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 excavation. The detailed plan shall include any tabulated data and any design calculations used in the preparation of the plan. Excavation shall not begin until the detail plan has been reviewed and approved. If the plan varies from the shoring system standards, it must be prepared by a registered civil or structural engineer.

4.1.04 Utility Relocation Costs.

- a. In accordance with California Government Code Section 4215, the District assumes the responsibility for the timely removal, relocation or protection of existing main or trunkline utility facilities located on the Work site if such utilities are not identified by the District in the Technical Specifications and/or Project Plans. The District will compensate the Contractor for the costs of locating, repairing damage not due to the Contractor's failure to exercise reasonable care, and removing or relocating existing main or trunkline utility facilities located at the Work site and not identified with reasonable accuracy in the Technical Specifications and/or Project Plans. The District will also compensate the Contractor for the cost of equipment on the Project necessarily idled during such work. The Contractor will not be assessed liquidated damages for Work completion delays caused by the District's failure to provide for removal or relocation of such main or trunkline utility facilities.
- b. Nothing in this provision or the Contract Documents will be deemed to require the District to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Work site can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the Work site; provided, however, that nothing in this provision or the Contract Documents shall relieve the District from identifying main or trunklines in the Technical Specifications and/or Project Plans.
- c. Nothing in this provision or the Contract Documents will preclude the District from pursuing any appropriate remedy against the utility for delays which are the responsibility of the utility.
- d. Nothing in this provision or the Contract Documents will be construed to relieve the utility from any obligation as required either by law or by contract to pay the cost of removal or relocation of existing utility facilities.

- e. If the Contractor while performing the Work discovers utility facilities not identified by the District in the Technical Specifications and/or Project Plans, the Contractor must immediately notify the District and utility in writing.
- f. Either the District or the utility, whichever owns existing main or trunkline utility facilities located on the Work site, shall have sole discretion to effect repairs or relocation work or to permit the Contractor to perform such repairs or relocation work at a reasonable price.

4-1.05 Utility and Non-Highway Facilities

- a. The Contractor shall protect from damage utility and other non-highway facilities that are to remain in place, be installed, relocated or otherwise rearranged.
- b. It is anticipated that some or all of the utility and other non-highway facilities, both above ground and below ground, that are required to be rearranged (as used herein, rearrangement includes installation, relocation, alteration or removal) as a part of the highway improvements comprising part of the Work will be rearranged in advance of construction operations. Where it is not anticipated that the rearrangement will be performed prior to construction, or where the rearrangement must be coordinated with the Contractor's construction operations, the existing facilities that are to be rearranged will be indicated on the Project Plans or in the Special Provisions. Where a rearrangement is indicated on the Project Plans or in the Special Provisions, the Contractor will have no liability for the costs of performing the work involved in the rearrangement.
- c. The right is reserved to the District and the owners of facilities, or their authorized agents, to enter upon the highway right of way for the purpose of making those changes that are necessary for the rearrangement of their facilities or for making necessary connections or repairs to their properties. The Contractor shall cooperate with forces engaged in this Work and shall conduct operations in such a manner as to avoid any unnecessary delay or hindrance to the Work being performed by the other forces. Wherever necessary, the work of the Contractor shall be coordinated with the rearrangement of utility or other non-highway facilities, and the Contractor shall make arrangements with the owner of those facilities for the coordination of the Work.
- d. Attention is directed to the possible existence of underground main or trunk line facilities not indicated on the Project Plans or in the Special Provisions and to the possibility that underground main or trunk lines may be in a location different from that which is indicated on the Project Plans or in the Special Provisions. The Contractor shall ascertain the exact location of underground main or trunk lines whose presence is indicated on the Project Plans or in the

Special Provisions, the location of their service laterals or other appurtenances, and of existing service lateral or appurtenances of any other underground facilities which can be inferred from the presence of visible facilities such as buildings, meters and junction boxes prior to doing Work that may damage any of the facilities or interfere with their service.

- e. If the Contractor cannot locate an underground facility whose presence is indicated on the Project Plans or in the Special Provisions, the Contractor shall so notify the Engineer in writing. If the facility for which the notice is given is in a substantially different location from that indicated on the Project Plans or in the Special Provisions, the additional cost of locating the facility will be paid for as provided in Section 3.
- f. If the Contractor discovers underground main or trunk lines not indicated on the Project Plans or in the Special Provisions, the Contractor shall immediately give the Engineer and the Utility Company written notification of the existence of those facilities. The main or trunk lines shall be located and protected from damage as directed by the Engineer, and the cost of that work will be paid for as extra work as provided in Section 3. The Contractor shall, if directed by the Engineer, repair any damage which may occur to the main or trunk lines. The cost of that repair work, not due to the failure of the Contractor to exercise reasonable care, will be paid for as provided in Section 3. Damage due to the Contractor's failure to exercise reasonable care shall be repaired at the Contractor's cost and expense.
- g. Where it is determined by the Engineer that the rearrangement of an underground facility is essential in order to accommodate the highway improvement and the Project Plans and Technical Specifications do not provide that the facility is to be rearranged, the Engineer will provide for the rearrangement of the facility by other forces or the rearrangement shall be performed by the Contractor and will be paid for as provided in Section 3.
- h. When ordered by the Engineer in writing, the Contractor shall rearrange any utility or other non-highway facility necessary to be rearranged as a part of highway improvements comprising part of the Work, and that Work will be paid for as provided in Section 3.
- i. Should the Contractor desire to have any rearrangement made in any utility facility, or other improvement, for the Contractor's convenience in order to facilitate the Contractor's construction operations, which rearrangement is in addition to, or different from, the rearrangements indicated on the Project Plans or in the Special Provisions, the Contractor shall make whatever arrangements are necessary with the owners of the utility or other non-highway facility for the rearrangement and bear all expenses in connection therewith.

- j. The Contractor shall immediately notify the Engineer of any delays to the Contractor's operations as a direct result of underground main or trunk line facilities which were not indicated on the Project Plans or in the Special Provisions or were located in a position substantially different from that indicated on the Project Plans or in the Special Provisions, or as a direct result of utility or other non-highway facilities not being rearranged as herein provided (other than delays in connection with rearrangement made to facilitate the Contractor's construction operations or delays due to a strike or labor dispute). Compensation for the delay will be determined in conformance with the provisions in Section 3.

4-1.06 Work Site Offices. Any Work site office facilities used by the Contractor and/or its privities must conform to all applicable codes, ordinances and regulations. The cost of such Work site office facilities shall be paid from and included in the Contract Price.

4-1.07 District Rights of Access and Ownership. The District and its authorized representatives will at all reasonable times while such office facilities are located at the Work site (including, at a minimum, all times during which the Work is performed), have access to any such Work site office facilities used by the Contractor and/or its privities. With respect to the right of access of the District and its authorized representatives, neither the Contractor nor its privities shall have a reasonable expectation of privacy pursuant to the Fourth Amendment to the Unites States Constitution or other applicable law concerning such Work site office facilities used by the Contractor and/or its privities. Without exception, any and all Project related materials located at such Work site facilities will be deemed at all times to be District property subject to inspection and copying by the District and its authorized representatives at all reasonable times while such facilities are located at the Work site (including, at a minimum, all times during which the Work is performed). Any interference by the Contractor or its privities with the District's rights of access and/or ownership pursuant to this Section 4 will constitute a material breach of the Agreement subject to any and all remedies available pursuant to the Contract Documents and at law and equity.

SECTION 5

PROSECUTION AND PROGRESS OF THE WORK

5-1.01 Beginning of Work.

- a. The Contractor shall begin Work within 10 calendar days after receiving notice to proceed from the District, and shall diligently prosecute the same to completion within the Time for completion specified in the Agreement.
- b. Should the Contractor begin Work in advance of receiving notice that the Agreement has been approved as above provided, any Work performed by the Contractor in advance of the date of approval shall be considered as having been done by the Contractor at the Contractor's own risk and as a volunteer unless the Agreement is approved.
- c. The delivery to the District for execution and approval of the Agreement properly executed on behalf of the Contractor and surety and provision of all other required documents in accordance with the Agreement shall constitute the Contractor's authority to enter upon the Work site and to begin operations, subject to the Contractor's assumption of the risk of the disapproval of the Agreement, as above provided, and subject also to the following:
 1. The Contractor shall, on commencing operations, take all precautions required for public safety and shall observe all the provisions in the Contract Documents.
 2. In the event of disapproval, the Contractor shall at the Contractor's expense do that work that is necessary to leave the site in a neat condition to the satisfaction of the Engineer. If the Work done affects any existing road or highway, the Contractor shall at the Contractor's expense restore it to its former condition, or the equivalent thereof, to the satisfaction of the Engineer.
 3. All Work done according to the Agreement prior to its approval, will, when the Agreement is approved, be considered authorized Work and will be paid for as provided in the Agreement.
 4. The Contractor shall not be entitled to any additional compensation or an extension of time for any delay, hindrance or interference caused by or attributable to commencement of Work prior to the date on which the Agreement was approved by the District.

5-1.02 Liquidated Damages. Time is of the essence in the Agreement. The District and the Contractor agree that it will be difficult and/or impossible to determine the actual damage which the District will sustain in the event of the Contractor's failure

to fully perform the Work or to fully perform all of the Contractor's obligations that have accrued pursuant to the Agreement by the Time for Completion. Accordingly, the District and the Contractor agree in accordance with California Government Code Section 53069.85 that the Contractor will forfeit and pay to the District liquidated damages in the sum of **\$3,200 per day** for each and every calendar day completion of the Work and/or performance of all of the Contractor's obligations that have accrued pursuant to the Agreement is delayed beyond the Time for Completion. The District and the Contractor further agree in accordance with California Government Code Section 53069.85 that the liquidated damages sum specified in this provision is not manifestly unreasonable under the circumstances existing at the time the Agreement was made, and that the District may deduct liquidated damages sums in accordance with this provision from any payments due or that may become due the Contractor under the Agreement.

5-1.03 No Damage for Delay Beyond District and Contractor Control. The Contractor will not be held responsible for delays in performance of the Work caused by delay beyond the control of both District and Contractor, such as by strikes, lockouts, or labor disturbances that are not within the control of the Contractor to resolve, lack or failure of transportation, or acts of other government entities. This provision will not apply where the delay would not have occurred but for a previous Contractor caused delay in the prosecution of the Work. The District will not be liable to the Contractor, any subcontractor or other entity engaged in the performance of the Work, any supplier, or any other person or organization, or to any surety or employee or agent of any of them, for damages arising out of or resulting from (i) delays beyond the control of the District and the Contractor including but not limited to fires, floods, epidemics, abnormal weather conditions, earthquakes and acts of God or acts or neglect by utility owners or other contractors performing other work, or (ii) delays caused by the District, its officials, officers, employees, agents, or volunteers, or delays caused by the Engineer or the Designer or Engineer, which delays are reasonable under the circumstances involved and/or are within the contemplation of the District and the Contractor. An extension of the Time for Performance in an amount equal to the time loss due to such delay(s) will be the Contractor's sole and exclusive remedy for such delay(s).

5-1.04 No Damage for Contractor Caused Delay. Contractor shall not be entitled to additional compensation for extended field or home office overhead, field supervision, costs of capital, interest, escalation charges, acceleration costs or other impacts for any delays to the extent such delays are caused by the failure of the Contractor or any subcontractor or other entity engaged in performance of the Work to perform the Work in accordance with the Contract Documents. Contractor may be eligible for additional compensation in excess of the Contract Price for delays caused by the District and/or its privities.

5-1.05 No Damage for Other Delay. Contractor will not be entitled to damages for delay to the Work caused by the following, which the District and Contractor agree will be deemed for purposes of California Public Contract Code Section 7102 either not

caused by the District, and/or within the contemplation of the District and the Contractor, and/or reasonable under the circumstances:

- a. Exercise of the District's right to sequence the Work in a manner that would avoid disruption to the District and other contractors based on: the failure of the Contractor or any subcontractor or other entity engaged in the performance of the Work to perform the Work in accordance with the Contract Documents, enforcement by the District or any other governmental agency of competent jurisdiction of any government act or regulation, or enforcement by the District of any provisions of the Agreement.
- b. Requests for clarification or information concerning the Contract Documents or proposed change orders or modifications to the Contract Documents, including extensive and/or numerous such requests for clarification or information or proposed change orders or modifications, provided such clarifications or information or proposed change orders or modifications are processed by the District or its representatives in a reasonable time in accordance with the Contract Documents.

5-1.06 Delays Caused by the District and/or Its Privities. Either the District or the Contractor may propose a change in the Time for Completion for delays that are purported to be caused by the District and/or its privities and that are not reasonable under the circumstances involved and/or that are not within the contemplation of the District and the Contractor. Such proposed changes in the Time for Completion will constitute change order proposals subject to Section 3. In accordance with Section 3, the District and the Contractor may agree upon pricing for the cost impacts, if any, resulting from such delays. If such pricing is in anticipation of cost impacts that may, but have not yet occurred, the District will be obligated to pay the Contractor for such anticipated impacts in accordance with the Agreement and any applicable, approved change orders only to the extent the Contractor actually incurs the anticipated cost impacts. Notwithstanding anything to the contrary in Section 3, the District and the Contractor may agree to a daily rate or cap or lump sum that will apply to the cost impacts, if any, resulting from delay purportedly caused by the District and/or its privities subject to this provision. However, if such daily rate or cap or lump sum is in anticipation of cost impacts that have not yet occurred, the District will be obligated to pay such daily rate or cap or lump sum only to the extent the Contractor actually incurs such cost impacts.

5-1.07 Weather Delays. Extensions of the Time for Completion will not be allowed for weather conditions that are consistent with the historical rain days reflected in historical weather data of the National Oceanographic and Atmospheric Administration (NOAA) of the U.S. Department of Commerce for the record station that is nearest or most applicable to the Work site. Extensions of the Time for Completion for delays due to adverse weather will be allowed only if the number of rain days exceeds those that can be anticipated based on the NOAA data and the Contractor can verify to the District's reasonable satisfaction that such

adverse weather caused actual delay in the timely completion of the Work. No extensions of the Time for Completion will be granted for rain days that exceed those that can be anticipated based on the NOAA data and that merely result in delays that do not or would not, themselves, result in failure to complete the Work by the Time for Completion.

5-1.08 Delay Claims. Whenever the Contractor claims a delay for which the Time for Completion may be extended, the Contractor must request an extension of time within five (5) days of the start of the delay. The request must be in writing and describe in detail the cause for the delay, and, if possible, the foreseeable extent of the delay.

5-1.09 Contractor Coordination of the Work.

- a. The District reserves the right to do other work in connection with or in the vicinity of the Project by contract or otherwise, and Contractor shall at all times conduct the Work so as to impose no hardship on the District, others engaged in the Work or other contractors working at the Work site. The Contractor will adjust, correct and coordinate the Work with the work of others so that no delays result in the Work or other work at or near the Work site.
- b. If any part of the Work depends for proper execution or results upon the work of the District or any other contractor, the Contractor will, before proceeding with such Work, promptly report to the District any apparent discrepancies or defects in such other Work. Failure of the Contractor to promptly report any apparent discrepancy or defect will be deemed an acceptance of the District's or other contractor's Work as fit and proper.
- c. The Contractor will anticipate the relations of the various trades to the progress of the Work and will ensure that required anchorage or blocking is furnished and set at proper times. Anchorage and blocking necessary for each trade shall be part of the Work except where stated otherwise.
- d. The Contractor will provide proper facilities at all times for access of the District, the Engineer, Designer, and other authorized District representatives to conveniently examine and inspect the Work.
- e. Should construction be under way by other forces or by other contractors within or adjacent to the limits of the Work specified or should work of any other nature be under way by other forces within or adjacent to those limits, the Contractor shall cooperate with all the other contractors or other forces to the end that any delay or hindrance to their work will be avoided. The right is reserved to perform other or additional work at or near the site (including material sources) at any time, by the use of other forces.

- f. When 2 or more contractors are employed on related or adjacent work, or obtain materials from the same material source, each shall conduct their operations in such a manner as not to cause any unnecessary delay or hindrance to the other.
- g. Each contractor shall be responsible to the other for all damage to Work, to persons or property caused to the other by their operations, and for loss caused the other due to unnecessary delays or failure to finish the work within the time specified for completion.

5-1.10 Differing Site Conditions.

- a. During the progress of the Work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Agreement or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the Work, are encountered at the site, the Contractor shall promptly notify the District in writing of the specific differing conditions before they are disturbed and before the affected work is performed.
- b. Upon written notification, the Engineer will investigate the conditions, and if the Engineer determines that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any Work, an adjustment, excluding loss of anticipated profits, will be made and the Agreement modified in writing accordingly. The Engineer will notify the Contractor of the Engineer's determination whether or not an adjustment of the contract is warranted.
- c. No Agreement adjustment that results in a benefit to the Contractor will be allowed unless the Contractor has provided the written notice required in this Section 5-1.10.
- d. Any Agreement adjustment warranted due to differing site conditions will be made in accordance with the provisions in Section 3, "Changes in Work," except as otherwise provided.

5-1.11 Relief From Maintenance And Responsibility.

- a. Upon the request of the Contractor, the District may relieve the Contractor of the duty of maintaining and protecting certain portions of the Work as described below, which have been completed in all respects in accordance with the requirements of the Agreement and to the satisfaction of the Engineer, and thereafter except with the Contractor's consent, the Contractor will not be required to do further Work thereon. In addition, such action by the District will relieve the Contractor of responsibility for injury or damage to those completed portions of the Work resulting from use by public traffic or from the

action of the elements or from any other cause but not from injury or damage resulting from the Contractor's own operations or from the Contractor's negligence.

- b. However, nothing in this Section 5-1.11 providing for relief from maintenance and responsibility will be construed as relieving the Contractor of full responsibility for making good any defective Work or materials found at any time before the formal written acceptance of the entire Agreement by the District.

SECTION 6

CONTRACTOR RESPONSIBILITIES

6-1.01 Eligibility. By executing the Agreement, the Contractor certifies that the Contractor is not ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7. In accordance with California Public Contract Code Section 6109(a), contractors who are ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7 may neither bid on, be awarded or perform the Work. To the full extent permitted by law the Contractor shall hold harmless and indemnify the District from and against any and all damages, costs, and liability arising from or as a consequence of any violation of Public Contract Code Section 6109.

6-1.02 Supervision of the Work. The Contractor will be solely responsible for the performance of the Work, including portions of the Work to be performed by subcontractors. The Contractor is charged with ensuring that all orders or instructions from the District, Engineer or Designer are disseminated to and followed by all subcontractors engaged in performance of the Work. The Contractor will supervise the Work using the Contractor's best skill and attention. At any time during the progress of the Work, the District, the Engineer, or the Designer may require the Contractor and/or subcontractors engaged in performance of the Work to attend a project meeting and the Contractor will attend, and ensure the attendance of any subcontractors whose attendance is required by the District and/or advisable in light of the matters to be addressed at the meeting.

6-1.03 Contractor's Superintendent. The Contractor will keep on the Work, throughout its progress, a competent superintendent and any necessary assistants, all satisfactory to the District. The Contractor shall designate in writing before starting Work the superintendent who shall have the authority to represent and act for the Contractor. The authorized representative shall be present at the site of the Work at all times While work is actually in progress. When Work is not in progress and during periods when Work is suspended, arrangements acceptable to the Engineer shall be made for any emergency Work that may be required. Whenever the Contractor or the Contractor's authorized representative is not present on any particular part of the Work where it may be desired to give direction, orders will be given by the Engineer, which shall be received and obeyed by the superintendent or foreman who may have charge of the particular Work in reference to which the orders are given. Any order given by the Engineer, not otherwise required by the specifications to be in writing, will on request of the Contractor, be given or confirmed by the Engineer in writing. The superintendent may not be changed without the consent of the District. The superintendent will represent the Contractor and all directions given by the District to the superintendent will bind the Contractor in accordance with the Agreement. Superintendent time included in Contractor's completed bid schedule and/or in approved change orders, if any, must be included in Contractor's approved overhead rate and may not be charged as a direct cost.

6-1.04 Competent Employees. The Contractor must at all times enforce strict discipline and good order among the Contractor's employees and may not employ on the Work any unfit person or anyone not skilled in the Work assigned, or anyone incompetent or unfit for the duties of that person. When the District determines that a Contractor employee does not satisfy the requirements of this provision, upon notice from the District, the Contractor must ensure that employee performs no further Work and is no longer present at the Work site. Any such Contractor employee may not again be employed on the Work without District approval. If any subcontractor or person employed by the Contractor shall appear to the Engineer to be incompetent or to act in a disorderly or improper manner, they shall be discharged immediately on the request of the Engineer, and that person shall not again be employed on the work.

6-1.05 Items Necessary for Proper Completion of the Work. Except as otherwise noted in the Contract Documents, the Contractor will provide and pay for all labor, materials, equipment, permits, fees, licenses, facilities and services necessary for the proper execution and timely completion of the Work in accordance with the Contract Documents.

6-1.06 Construction Reports. The Contractor must submit daily construction logs detailing the daily progress of the Work to the Engineer on a weekly basis.

6-1.07 Subcontracting.

- a. By executing the Agreement, the Contractor certifies that no subcontractor included on the list of proposed subcontractors submitted with the Contractor's bid is ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7. In accordance with California Public Contract Code Section 6109(a), subcontractors who are ineligible to perform work on public works projects pursuant to California Labor Code Sections 1777.1 or 1777.7 may neither bid on, be awarded or perform as a subcontractor on the Work. In accordance with California Public Contract Code Section 6109(b), any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. The Contractor will ensure that no debarred subcontractor receives any public money for performing the Work, and any public money that may have been paid to a debarred subcontractor for the Work is returned to the District. The Contractor will be responsible for payment of wages to workers of a debarred subcontractor who has been allowed to perform the Work.
- b. The Agreement and the performance of the Work are subject to the requirements of the Subletting and Subcontracting Fair Practices Act codified at California Public Contract Code Section 4100 and following. If the Contractor fails to specify a subcontractor or specifies more than one subcontractor for the same portion of the Work in excess of one-half of 1

percent of the Contractor's total bid, the Contractor agrees that the Contractor is fully qualified to perform that portion of the Work with the Contractor's own forces, and that the Contractor will perform that portion of the Work with the Contractor's own forces. If after award of the Agreement the Contractor subcontracts, except as provided for in California Public Contract Code Sections 4107 or 4109, any such portion of the Work, the Contractor will be subject to the penalties set forth in California Public Contract Code Sections 4110 and 4111, including cancellation of the Agreement, assessment of a penalty of up to 10 percent of the amount of the subcontract, and disciplinary action by the Contractors State License Board.

- c. No contractual relationship exists between the District and any subcontractor engaged in performance of the Work.
- d. Incorporation of Contract Documents. The Contractor must incorporate the Contract Documents in each contract with a subcontractor engaged in the performance of the Work. The Contractor will be solely responsible for any delay or additional costs incurred as a result of its failure to provide adequate or accurate project information to a subcontractor that results in improper submittals and/or work, or time or other impacts is the sole responsibility of the Contractor. The Contractor will have all of the obligations and the District will have all of the remedies that are specified in Section 9 concerning any subcontracted work. Subcontracts shall also contain certification by the subcontractor that the subcontractor is experienced in and qualified to do, and knowledgeable about, the subcontracted Work. Copies of subcontracts shall be available to the Engineer upon written request, and shall be provided to the Engineer at the time any litigation against the District concerning the project is filed.
- e. Coordination of Subcontract Work: The Contractor is responsible for scheduling the Work of subcontractors so as to avoid delay or injury to either Work or materials.
- f. The Contractor shall give personal attention to the fulfillment of the contract and shall keep the work under the Contractor's control.
- g. The Contractor shall perform, with the Contractor's own organization, contract work amounting to not less than 50 percent of the original total contract price, except that any designated "Specialty Items" may be performed by subcontract and the amount of any designated "Specialty Items" performed by subcontract may be deducted from the original total contract price before computing the amount of Work required to be performed by the Contractor with the Contractor's own organization. When items of work in the Engineer's Estimate are preceded by the letters (S) or (S-F), those items are designated as "Specialty Items." Where an entire item is subcontracted, the value of Work subcontracted will be based on the Agreement item bid price. When a portion of an item is

subcontracted, the value of Work subcontracted will be based on the estimated percentage of the Agreement item bid price, determined from information submitted by the Contractor, subject to approval by the Engineer.

- h. Before work is started on a subcontract, the Contractor shall file with the Engineer a written statement showing the work to be subcontracted, the names of the subcontractors and the description of each portion of the Work to be subcontracted.
- i. Pursuant to the provisions of Section 6109 of the Public Contract Code, the Contractor shall not perform Work on a public works project with a subcontractor who is ineligible to perform Work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.
- j. When a portion of the Work which has been subcontracted by the Contractor is not being prosecuted in a manner satisfactory to the District, the subcontractor shall be removed immediately on the request of the District and shall not again be employed on the Work.
- k. The roadside production of materials produced by other than the Contractor's forces shall be considered as subcontracted. Roadside production of materials shall be construed to be production of aggregates of all kinds with portable, semiportable or temporary crushing or screening, proportioning and mixing plants established or reopened for the purpose of supplying aggregate or material for a particular project or projects. The erection, establishment or reopening of the plants and the operation thereof in the production of materials for use on the Work shall conform to the requirements relating to labor set forth in these General Provisions and in the Special Provisions.

6-1.08 Insurance.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

- a. All required insurance shall be provided in the form of “occurrence”-type policies underwritten by admitted insurers in the State of California with a rating of A:VII or better from the current year Best Rating Guide. All policies must be issued at the expense of the Contractor and must be maintained at the Contractor’s expense throughout the performance of the Work.
- b. The Contractor and any subcontractors engaged in performance of the Work must secure payment of workers compensation in accordance with California

Labor Code Section 3700 and other applicable law. The Contractor must verify that all Subcontractors comply with this requirement.

- c. Within ten working days following notice of award the Contractor must submit to the Agency along with executed copies of all other documents specified in the Contract Check List certificates of insurance and endorsements evidencing that the Contractor has in effect and will maintain throughout the performance of the Work the following kinds and amounts of insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors:

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. **Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insurance would be invalid under Subsection (b) of Section 2782 of the Civil Code.**

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage **including operations, products and completed operations**. 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.
2. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The District, its officers, officials, employees, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General and auto liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the District.
4. **Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subsection (b) of Section 2782 of the Civil Code.**

Waiver of Subrogation

The worker's compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights against the District, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arise from the work performed by the named insured for the District.

Verification of Coverage

Contractor shall furnish the District with original certificates and amendatory endorsements as approved by the District effecting coverage required by this clause. The endorsements should be on forms provided by the District or on other than the District's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

- d. For each insurance policy required under the Agreement (except for the required workers compensation insurance policy) the Contractor must provide endorsements that add the District, its officers, officials, employees and volunteers as an additional insured. Such endorsements must: provide that the insurance required to be furnished by the Contractor will be primary as regards the Agency, and that the Agency's insurance will be excess of and not contribute to the insurance required to be furnished by the Contractor; that the Agency will receive 30 day written notice of any reduction or cancellation of such insurance required to be furnished by the Contractor; and include a severability of interest clause acceptable to the Agency. Said endorsement shall be at least as broad as Insurance Services Office form number CG2010 (Ed. 11/85).

6-1.09 Indemnities.

- a. The Contractor will take all responsibility for the Work, and will bear all losses and damages directly or indirectly resulting to the Contractor, any subcontractors engaged in performance of the Work, the District, its officials, officers, employees, agents, volunteers and consultants, and to third parties on account of the performance or character of the Work, unforeseen difficulties, accidents, or occurrences of other causes predicated on active or passive negligence of the Contractor or of any subcontractor engaged in performance of the Work. To the fullest extent permitted by law the Contractor will indemnify, defend and hold harmless the District, its officials, officers, employees, agents, volunteers and consultants from and against any or all loss, liability, expense, claims, costs (including costs of defense), suits, and damages of every kind, nature and description (including, but not limited to, penalties resulting from exposure to hazards in violation of the California Labor Code) directly or indirectly arising from the performance of the Work ("Claims").
- b. The Contractor will indemnify, defend and hold harmless the District, the District's officials, officers, employees, volunteers, agents and the Engineer and Designer for all liability on account of any patent rights, copyrights, trade names or other intellectual property rights that may apply to the Contractor's performance of the Work. The Contractor will pay all royalties or other charges as a result of intellectual property rights that may apply to methods, types of construction, processes, materials, or equipment used in the performance of the Work, and will furnish written assurance satisfactory to the District that any such charges have been paid.

- c. The Contractor assumes all liability for any accident or accidents resulting to any person or property as a result of inadequate protective devices for the prevention of accidents in connection with the performance of the Work. The Contractor will indemnify, defend, and hold harmless the District and its officials, officers, employees, agents, volunteers and consultants from such liability.
- d. Approval of the Contractor's certificates of insurance and/or endorsements does not relieve the Contractor of liability under Sections 6-1.08 or 6-1.09. The Contractor will defend, with legal counsel reasonably acceptable to the District, any action or actions filed in connection with any Claims and will pay all related costs and expenses, including attorney's fees incurred. The Contractor will promptly pay any judgment rendered against the District, its officials, officers, employees, agents, volunteers or consultants for any Claims. In the event the District, its officials, officers, employees, agents, volunteers or consultants is made a party to any action or proceeding filed or prosecuted against Contractor for any Claims, Contractor agrees to pay the District, its officials, officers, employees, agents, volunteers and consultants any and all costs and expenses incurred in such action or proceeding, including but not limited to, reasonable attorneys' fees.
- e. In accordance with California Civil Code Section 2782(a), nothing in the Agreement will be construed to indemnify the District for its sole negligence, willful misconduct, or for defects in design furnished by District. In accordance with California Civil Code Section 2782(b), nothing in the Agreement will be construed to impose on the Contractor or to relieve the District from liability for the District's active negligence. By execution of the Contract Documents the Contractor acknowledges and agrees that the Contractor has read and understands the insurance and indemnity requirements of the Contract Documents, which are material elements of consideration.

6-1.10 Licenses/Permits. The Contractor must, without additional expense to the District, obtain all licenses, permits and other approvals required for the performance of the Work.

6-1.11 California Labor Code Requirements.

- a. In accordance with California Labor Code Section 1810, eight (8) hours of labor in performance of the Work shall constitute a legal day's work under the Agreement.
- b. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the Work is limited to eight hours during any one calendar day, and forty hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of eight hours during any one calendar day and forty hours

during any one calendar week is permitted upon compensation for all hours worked in excess of eight hours during any one calendar day and forty hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.

- c. The Contractor and its subcontractors will forfeit as a penalty to the District \$25 for each worker employed in the performance of the Work for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day, or more than forty (40) hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 et seq.
- d. In accordance with California Labor Code Section 1773.2, the District has determined the general prevailing wages in the locality in which the Work is to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the office of Coastland Civil Engineering and shall be made available on request. The Contractor and subcontractors engaged in the performance of the Work shall pay no less than these rates to all persons engaged in performance of the Work.
- e. In accordance with California Labor Code Section 1775, the Contractor and any subcontractors engaged in performance of the Work must comply with Labor Code Section 1775, which establishes a penalty of up to \$200 per day for each worker engaged in the performance of the Work that the Contractor or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner. The Contractor or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the Work is not paid the general prevailing per diem wages by the subcontractor, the Contractor is not liable for any penalties therefore unless the Contractor had knowledge of that failure or unless the Contractor fails to comply with all of the following requirements:
 - 1. The contract executed between the Contractor and the subcontractor for the performance of part of the Work must include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - 2. The Contractor must monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.

3. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Contractor must diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the Work.
 4. Prior to making final payment to the subcontractor, the Contractor must obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages employees engaged in the performance of the Work and any amounts due pursuant to California Labor Code Section 1813.
 5. In accordance with California Labor Code Section 1771.4, the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In accordance with California Labor Code Section 1776, the Contractor and each subcontractor engaged in performance of the Work, must keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating that the information contained in the payroll record is true and correct and that the employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project. The payroll records required pursuant to California Labor Code Section 1776 must be certified and must be available for inspection by the District and its authorized representatives, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations and must otherwise be available for inspection in accordance with California Labor Code Section 1776. In addition, in accordance with California Labor Code Section 1771.4, the Contractor and its subcontractor(s) shall furnish the records specified in California Labor Code Section 1776 directly to the Labor Commissioner at least monthly (or more frequently if specified in the Contract Documents); and in a format prescribed by the Labor Commissioner.
 6. In accordance with California Labor Code Section 1771.4, the Contractor shall post job site notices, as prescribed by regulation.
- f. By executing the Agreement, in accordance with California Labor Code Section 1771(a), the Contractor represents that it and all of its Subcontractors are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. The Contractor covenants that any additional or substitute Subcontractors will be similarly registered and qualified.

- g. In accordance with California Labor Code Section 1777.5, the Contractor, on behalf of the Contractor and any subcontractors engaged in performance of the Work, will be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.
- h. In case it becomes necessary for the Contractor or any subcontractor engaged in performance of the Work to employ on the Work any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Contractor must pay the minimum rate of wages specified therein for the classification which most nearly corresponds to Work to be performed by that person. The minimum rate thus furnished will be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

6-1.12 Laws and Ordinances. The Contractor and all subcontractors engaged in the performance of the Work must conform to the following specific rules and regulations as well as all other laws, ordinances, rules and regulations that apply to the Work. Nothing in the Technical Specifications or Project Plans is to be construed to permit Work not conforming to these codes:

- National Electrical Safety Code, U. S. Department of Commerce
- National Board of Fire Underwriters' Regulations
- California Building Standards Code as adopted by the District
- Manual of Accident Prevention in Construction, latest edition, published by A.G.C. of America
- Industrial Accident Commission's Safety Orders, State of California
- Regulations of the State Fire Marshall (Title 19, California Code of Regulation) and Applicable Local Fire Safety Codes
- Labor Code of the State of California - Division 2, Part 7, Public Works and Public Agencies.

6-1.13 Guaranty. The Contractor guarantees all of the Work for one year from the date the District accepts the Work. Upon receiving written notice of a need for repairs which are directly attributable to defective materials or workmanship the Contractor must make good any defects arising or discovered in any part of the Work by diligently commencing the necessary repairs within seven (7) days from the date of notice from the District. If the Contractor fails to make good any defects in the Work in accordance with this provision, in addition to any other available remedy under the contract or at law or equity, the District may make good or have made good such defects in the Work and deduct the cost from amounts that may be due or become due the Contractor, and/or call on the Contractor's maintenance bond for the cost of making good such defects and for the District's reasonable legal costs, if any, of recovering against the bond. The Contractor will remain

responsible for repairing any Work found to be defective regardless of when such defect is discovered by the District.

6-1.14 Safety.

- a. In accordance with generally accepted construction practices and applicable law, the Contractor will be solely and completely responsible for conditions of the Work site, including safety of all persons and property during performance of the Work. This requirement will apply continuously and not be limited to normal working hours. For purposes of California Labor Code Section 6400 and related provisions of law, the Contractor and the Contractor's privities and any other entities engaged in the performance of the Work will be "employers" responsible for furnishing employment and a place of employment that is safe and healthful for the employees, if any, of such entities engaged in the performance of the Work. Neither the District nor its officials, officers, employees, agents, volunteers or consultants will be "employers" pursuant to California Labor Code Section 6400 and related provisions of law with respect to the Contractor, the Contractor's privities or other entities engaged in the performance of the Work.
- b. Review and inspection by the District, the Engineer, the Designer or Engineer, and/or other representatives of the District of the Contractor's performance of the Work will not constitute review of the adequacy of the Contractor's safety measures in, on, or near the Work site. Such reviews and inspections do not relieve the Contractor of any of the Contractor's obligations under the Contract Documents and applicable law to ensure that the Work site is maintained and the Work is performed in a safe manner.
- c. The Contractor will be solely responsible for the implementation and maintenance of safety programs to ensure that the Work site is maintained and the Work is performed in a safe manner in accordance with the Contract Documents and applicable law.
- d. Within ten (10) working days following notice of award the Contractor must submit to the District a copy of the Contractor's Safety Plan.
- e. The Contractor must furnish and place proper guards and systems for the prevention of accidents, including, but not limited to, those systems required pursuant to Title 8, Section 1670 and following of the California Code of Regulations concerning safety belts and nets. The Contractor must provide and maintain any other necessary systems or devices required to secure safety of life or property at the Work site in accordance with accepted standards of the industry and applicable law. The Contractor must maintain during all night hours sufficient lights to prevent accident or damage to life or property.

6-1.15 Load Limitations.

- a. Unless expressly permitted in the Special Provisions, construction equipment or vehicles of any kind which, laden or unladen, exceed the maximum weight limitations set forth in Division 15 of the Vehicle Code, shall not be operated over completed or existing treated bases, surfacing, pavement or structures in any areas within the limits of the project.
- b. After application of the curing seal, no traffic or Contractor's equipment will be permitted on cement treated base or lean concrete base for a period of 72 hours. After 72 hours, traffic and equipment operated on the base shall be limited to that used in paving operations and placing additional layers of cement treated base. No traffic or Contractor's equipment will be permitted on treated permeable base except for that equipment required to place the permeable base and the subsequent layer of pavement. Trucks used to haul treated base, portland cement concrete, or asphalt concrete shall enter onto the base to dump at the nearest practical entry point ahead of spreading equipment. Empty haul trucks shall exit from the base at the nearest practical exit point. Entry and exit points shall not be more than 1,000 feet ahead of spreading equipment except in locations where specifications prohibit operation of trucks outside the area occupied by the base or where steep slopes or other conditions preclude safe operation of hauling equipment. In those locations, entry and exit points shall be established at the nearest point ahead of spreading equipment permitted by specifications and allowing safe operation of hauling equipment. Damage to curing seal or base shall be repaired promptly by the Contractor, at the Contractor's expense, as directed by the Engineer.
- c. Within the limits of the project and subject to the control of the Engineer, and provided that the Contractor, at the Contractor's expense, shall provide such protective measures as are deemed necessary by the Engineer and shall repair any damage caused by the operations, the Contractor will be permitted to:
 1. Make transverse crossings of those portions of an existing public road or street that are within the highway right of way, with construction equipment that exceeds the size or weight limitations set forth in Division 15 of the Vehicle Code.
 2. Make transverse crossings of treated bases, surfacing or pavement which are under construction or which have been completed, with construction equipment which exceeds the size or weight limitations set forth in Division 15 of the Vehicle Code.
 3. Cross bridge structures that are not open to public traffic and that are designed for HS20-44 Live Loading (culverts and pipes excluded), with construction equipment which exceeds the size or weight limitations set forth in Division 15 of the Vehicle Code, but not exceeding the load

limitations hereinafter specified, provided that the Contractor furnishes to the Engineer the dimensions and maximum axle loadings of equipment proposed for use on bridge structures:

- A. The maximum loading on bridge structures due to pneumatic-tired truck and trailer combinations shall not exceed (1) 28,000 pounds for single axles, (2) 48,000 pounds for tandem axles, nor (3) 60,000 pounds total gross load for single vehicles or 110,000 pounds total gross load for truck and trailer or semi-trailer combinations.
- B. The loading on bridge structures due to 2 and 3 axle pneumatic-tired earthmovers shall not exceed that shown in the following table.

Allowable Construction Loading On Bridges For 2 and 3 Axle Earthmovers

Spacing of Bridge Girders (center to center in feet)	Maximum Axle Loading (in pounds)
4	28,000
5	29,000
6	30,0
7	32,000
8	34,000
9	37,000
10 and over	40,000

Minimum axle spacing:

For 3-axle earthmovers

Axles 1 to 2 = 8 feet

Axles 2 to 3 = 20 feet

For 2-axle earthmovers

Axles 1 to 2 = 20 feet

- 4. Move equipment within the limits of the project over completed or existing base, surfacing, pavement and structures, whether or not open to the public.
- d. Within the limits of the project and subject to the condition that the Contractor shall repair, at the Contractor's expense, any damage caused thereby, the Contractor will be permitted to cross culverts and pipes with construction equipment that exceeds the size or weight limitations set forth in Division 15 of the Vehicle Code in accordance with the conditions set forth on the Project Plans.
- e. Should the Contractor desire to increase the load carrying capacity of a structure or structures which are to be constructed as a part of the Agreement, in order to facilitate the Contractor's own operations, the Contractor may request the Engineer to consider redesigning the structure or structures. Proposals by the Contractor to increase the load carrying capacity of structures above 130,000

pounds per single axle or pair of axles less than 8 feet apart, or above 330,000 pounds total gross vehicle weight, will not be approved. The request shall include a description of the structure or structures involved and a detailed description of the overloads to be carried, the date the revised plans would be required, and a statement that the Contractor agrees to pay all costs involved in the strengthening of the structure or structures, including the cost of revised plans, and further that the Contractor agrees that no extension of time will be allowed by reason of any delay to the work which may be due to the alteration of the structure or structures. If the Engineer determines that strengthening the structure or structures will be permitted, the Engineer will inform the Contractor of the estimated cost of the alterations, including engineering, and the date that revised plans could be furnished. If the cost and date are satisfactory to the Contractor, the Engineer will prepare a change order providing for the agreed upon alterations.

6-1.16 Public Convenience.

- a. The Contractor shall so conduct operations as to offer the least possible obstruction and inconvenience to the public and shall have under construction no greater length or amount of Work than can be prosecuted properly with due regard to the rights of the public.
- b. Unless otherwise provided in the Special Provisions, all public traffic shall be permitted to pass through the Work with as little inconvenience and delay as possible. Where possible, public traffic shall be routed on new or existing paved surfaces.
- c. Spillage resulting from hauling operations along or across any public traveled way shall be removed immediately by the Contractor at the Contractor's expense.
- d. Existing traffic signals and highway lighting shall be kept in operation for the benefit of the traveling public during progress of the Work, and other forces will continue routine maintenance of existing systems.
- e. Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners.
- f. Convenient access to driveways, houses, and buildings along the line of the Work shall be maintained and temporary approaches to crossings or intersecting highways shall be provided and kept in good condition. When the abutting property owner's access across the right of way line is to be eliminated, or to be replaced under the contract by other access facilities, the existing access shall not be closed until the replacement access facilities are usable.

- g. The Contractor may be required to cover certain signs which regulate or direct public traffic to roadways that are not open to traffic. The Engineer will determine which signs shall be covered.
- h. Roadway excavation and the construction of embankments shall be conducted in such a manner as to provide a reasonably smooth and even surface satisfactory for use by public traffic at all times; sufficient fill at culverts and bridges to permit traffic to cross shall be placed in advance of other grading operations; and if ordered by the Engineer roadway cuts shall be excavated in lifts and embankments constructed part width at a time, construction being alternated from one side to the other and traffic routed over the side opposite the one under construction. Culvert installation or culvert construction shall be conducted on but one-half the width of the traveled way at a time, and that portion of the traveled way being used by public traffic shall be kept open and unobstructed until the opposite side of the traveled way is ready for use by traffic.
- i. Upon completion of rough grading at the grading plane, or placing any subsequent layer thereon, the surface of the roadbed shall be brought to a smooth, even condition free of humps and depressions, satisfactory for the use of public traffic.
- j. After the surface of the roadbed has been brought to a smooth and even condition for the passage of public traffic as above provided, any work ordered by the Engineer for the accommodation of public traffic prior to commencing subgrade operations will be paid for as extra work as provided in Section 3. After subgrade preparation for a specified layer of material has been completed, the Contractor shall, at the Contractor's expense, repair any damage to the roadbed or completed subgrade, including damage caused by the Contractor's operations or use by public traffic.
- k. While subgrade and paving operations are underway, public traffic shall be permitted to use the shoulders and, if half-width paving methods are used, shall also be permitted to use the side of the roadbed opposite the one under construction. When sufficient width is available, a passageway wide enough to accommodate at least 2 lanes of traffic shall be kept open at locations where subgrade and paving operations are in active progress.
- l. When ordered by the Engineer, the Contractor shall furnish a pilot car and driver and flaggers for the purpose of expediting the passage of public traffic through the Work under one-way controls. At locations where traffic is being routed through construction under one-way controls and when ordered by the Engineer, the movement of the Contractor's equipment from one portion of the Work to another shall be governed in accordance with the one-way controls.

- m. Water or dust palliative shall be applied if ordered by the Engineer for the alleviation or prevention of dust nuisance.
- n. In order to expedite the passage of public traffic through or around the work and where ordered by the Engineer, the Contractor shall install signs, lights, flares, temporary railing (Type K), barricades and other facilities for the sole convenience and direction of public traffic. Also where directed by the Engineer, the Contractor shall furnish competent flaggers whose sole duties shall consist of directing the movement of public traffic through or around the Work. The cost of furnishing and installing the signs, lights, flares, temporary railing (Type K), barricades, and other facilities, not to be paid for as separate contract items, will be paid for as provided in Section 3.
- o. The Contractor will be required to pay the cost of replacing or repairing all facilities installed for the convenience or direction or warning of public traffic that are lost while in the Contractor's custody, or are damaged by reason of the Contractor's operations to such an extent as to require replacement or repair, and deductions from any moneys due or to become due the Contractor will be made to cover the cost.
- p. Whenever a section of surfacing, pavement or the deck of a structure has been completed, the Contractor shall open it to use by public traffic if the Engineer so orders or may open it to use by public traffic if the Engineer so consents. In either case the Contractor will not be allowed any compensation due to any delay, hindrance or inconvenience to the Contractor's operations caused by public traffic, but will thereupon be relieved of responsibility for damage to completed permanent facilities caused by public traffic, within the limits of that use. The Contractor will not be relieved of any other responsibility under the contract nor will the Contractor be relieved of cleanup and finishing operations.
- q. Except as otherwise provided in this Section 6.1-16 or in the Special Provisions, full compensation for conforming to the provisions in this Section 6.1-16 shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefore.

6-1.17 Public Safety.

- a. It is the Contractor's responsibility to provide for the safety of traffic and the public during construction.
- b. Whenever the Contractor's operations create a condition hazardous to traffic or to the public, the Contractor shall, at the Contractor's expense and without cost to the District, furnish, erect and maintain those fences, temporary railing (Type K), barricades, lights, signs and other devices and take such other protective

measures that are necessary to prevent accidents or damage or injury to the public.

- c. Fences, temporary railing (Type K), barricades, lights, signs, and other devices furnished, erected and maintained by the Contractor, at the Contractor's expense, are in addition to any construction area traffic control devices for which payment is provided for elsewhere in the Agreement.
- d. The Contractor shall also furnish such flaggers as are necessary to give adequate warning to traffic or to the public of any dangerous conditions to be encountered.
- e. Signs, lights, flags, and other warning and safety devices and their use shall conform to the requirements set forth in Chapter 6 of the MUTCD. Signs or other protective devices furnished and erected by the Contractor, at the Contractor's expense, as above provided, shall not obscure the visibility of, nor conflict in intent, meaning and function of either existing signs, lights and traffic control devices or any construction area signs and traffic control devices for which furnishing of, or payment for, is provided elsewhere in the Agreement. Signs furnished and erected by the Contractor, at the Contractor's expense, shall be approved by the Engineer as to size, wording and location.
- f. The installation of general roadway illumination shall not relieve the Contractor of the responsibility for furnishing and maintaining any of the protective facilities herein before specified.
- g. Construction equipment shall enter and leave the highway via existing ramps and crossovers and shall move in the direction of public traffic. All movements of workmen and construction equipment on or across lanes open to public traffic shall be performed in a manner that will not endanger public traffic.
- h. The Contractor's trucks or other mobile equipment which leave a freeway lane, that is open to public traffic, to enter the construction area, shall slow down gradually in advance of the location of the turnoff to give following public traffic an opportunity to slow down.
- i. When leaving a Work area and entering a roadway carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.
- j. Lanes, ramps and shoulders shall be closed in accordance with the details shown on the plans, and as provided in the Special Provisions.

- k. The Contractor shall notify the Engineer not less than 18 days and not more than 90 days prior to the anticipated start of an operation that will change the vertical or horizontal clearance available to public traffic (including shoulders).
- l. Pedestrian openings through falsework shall be paved or provided with full width continuous wood walks and shall be kept clear. Pedestrians shall be protected from falling objects and curing water for concrete. Overhead protection for pedestrians shall extend not less than 4 feet beyond the edge of the bridge deck. All pedestrian openings through falsework shall be illuminated.
- m. When vertical clearance is temporarily reduced to 15 feet, or less, low clearance warning signs shall be placed in accordance with Chapter 2 of the MUTCD and as directed by the Engineer. Signs shall conform to the dimensions, color, and legend requirements of the MUTCD, and these specifications except that the signs shall have black letters and numbers on an orange retroreflective background. W12-2P signs shall be illuminated so that the signs are clearly visible.
- n. No material or equipment shall be stored where it will interfere with the free and safe passage of public traffic, and at the end of each day's Work and at other times when construction operations are suspended for any reason, the Contractor shall remove all equipment and other obstructions from that portion of the roadway open for use by public traffic.
- o. Temporary facilities which the Contractor uses to perform the Work shall not be installed or placed where they will interfere with the free and safe passage of public traffic.
- p. Temporary facilities which could be a hazard to public safety if improperly designed shall comply with design requirements specified in the Agreement for those facilities or, if none are specified, with standard design criteria or codes appropriate for the facility involved. Working drawings and design calculations for the temporary facilities shall be prepared and signed by an engineer who is registered as a Civil Engineer in the State of California and shall be submitted to the Engineer for approval. The submittals shall designate thereon the standard design criteria or codes used. Installation of the temporary facilities shall not start until the Engineer has reviewed and approved the drawings.
- q. Should the Contractor appear to be neglectful or negligent in furnishing warning devices and taking protective measures as above provided, the Engineer may direct attention to the existence of a hazard and the necessary warning devices shall be furnished and installed and protective measures taken by the Contractor at the Contractor's expense. Should the Engineer point out the inadequacy of warning devices and protective measures, that action on the part of the Engineer

shall not relieve the Contractor from responsibility for public safety or abrogate the obligation to furnish and pay for these devices and measures.

- r. Provision for the payment for signs, lights, flares, temporary railing (Type K), barricades, and other facilities as provided in Section 6-1.16, "Public Convenience," or by contract item, shall in no wise relieve the Contractor from the responsibility as provided in this Section 6-1.17.
- s. Except as otherwise provided in this Section 6-1.17 or in the special provisions, full compensation for conforming to all of the provisions in this Section 6-1.17 shall be considered as included in the prices paid for the various contract items of Work and no additional compensation will be allowed therefore.

6-1.18 Preservation of Property.

- a. Roadside trees, shrubs and other plants that are not to be removed, and pole lines, fences, signs, markers and monuments, buildings and structures, conduits, pipelines under or above ground, sewer and water lines, all highway facilities and any other improvements or facilities within or adjacent to the highway shall be protected from injury or damage, and if ordered by the Engineer, the Contractor shall provide and install suitable safeguards, approved by the Engineer, to protect the objects from injury or damage. If the objects are injured or damaged by reason of the Contractor's operations, the objects shall be replaced or restored at the Contractor's expense. The facilities shall be replaced or restored to a condition as good as when the Contractor entered upon the Work, or as good as required by the Agreement, if any of the objects are a part of the Work. The Engineer may make or cause to be made those temporary repairs that are necessary to restore to service any damaged highway facility. The cost of the repairs shall be borne by the Contractor and may be deducted from any moneys due or to become due to the Contractor under the contract.
- b. The fact that any underground facility is not shown upon the Project Plans shall not relieve the Contractor of the responsibility under Section 4-1.05, "Utility and Non-Highway Facilities." It shall be the Contractor's responsibility, pursuant thereto, to ascertain the location of those underground improvements or facilities which may be subject to damage by reason of the Contractor's operations.
- c. Full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the Work involved in protecting or repairing property as specified in this Section 6-1.18, shall be considered as included in the prices paid for the various contract items of Work and no additional compensation will be allowed therefore.

6-1.19 Sound Control Requirements. The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any Work

performed pursuant to the Agreement. Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated on the project without the muffler.

6-1.20 Disposal Of Material Outside The Right Of Way.

- a. If the Contractor elects to dispose of materials at locations other than those where arrangements have been made by the District, or, if material is to be disposed of and the District has not made arrangements for disposal of the material, the Contractor shall make arrangements for disposing of the materials outside the highway right of way and shall pay all costs involved. Arrangements shall include, but not be limited to, entering into agreements with property owners and obtaining necessary permits, licenses and environmental clearances. Before disposing of any material outside the highway right of way, the Contractor shall furnish to the Engineer satisfactory evidence that the Contractor has entered into agreements with the property owners of the site involved and has obtained the permits, licenses and clearances.
- b. When any material is to be disposed of outside the highway right of way, and the District has not made arrangements for disposal of the material, the Contractor shall first obtain written authorization from the property owner on whose property the disposal is to be made and the Contractor shall file with the Engineer the authorization or a certified copy thereof together with a written release from the property owner absolving the District from any and all responsibility in connection with the disposal of material on the property. Before any material is disposed of on the property, the Contractor shall obtain written permission from the Engineer to dispose of the material at the location designated in the authorization. When material is disposed of as above provided and the disposal location is visible from a highway, the Contractor shall dispose of the material in a neat and uniform manner to the satisfaction of the Engineer.
- c. Where the District has made arrangements with owners of land in the vicinity of a project for the disposal of materials on an owner's property, the arrangements are made solely for the purpose of providing all bidders an equal opportunity to dispose of the materials on the property. Bidders or Contractors may, upon written request, inspect the documents evidencing the arrangements between property owners and the District. The Contractor may, if the Contractor so elects, exercise any rights that have been obtained, which may be exercised by a Contractor under the arrangements, subject to and upon the conditions hereinafter set forth.
- d. Such arrangements are not a part of the Agreement and it is expressly understood and agreed that the District assumes no responsibility to the Contractor whatsoever in respect to the arrangements made with the property owner to dispose of materials thereon and that the Contractor shall assume all risks in connection with the use of the property, the terms upon which the use shall be made, and there is no warranty

or guaranty, either express or implied, as to the quantity or types of materials that can be disposed of on the property.

- e. In those instances in which the District has compiled "Materials Information" as referred to in Section 3, "Examination of Plans, Specifications, Contract, and Site of Work," of Instructions to Bidders, the compilation will include the documents setting forth the arrangement made with some of the property owners for the disposal of material on those owners' properties. The inclusion of the documents therein shall not in any respect operate as a waiver of any of the provisions in this Section 6-1.20 concerning the documents.
- f. The Contractor is cautioned to make such independent investigation and examination as the Contractor deems necessary to be satisfied as to the quantity and types of materials which may be disposed of on the property and the rights, duties and obligations acquired or undertaken under the arrangement with the property owner.
- g. Notwithstanding that the Contractor may elect to dispose of materials on any such property owner's property, no material may be disposed of on that property unless the Contractor has first either:
 - 1. Executed a document that will guarantee to hold the owner harmless from all claims for injury to persons or damage to property resulting from the Contractor's operations on the property owner's premises and also agree to conform to all other provisions set forth in the arrangement made between the District and the property owner. The document will be prepared by the Engineer for execution by the Contractor, or
 - 2. Entered into an agreement with the owner of the disposal site on any terms mutually agreeable to the owner and the Contractor; provided that the Contractor shall furnish to the Engineer a release, in a form satisfactory to the Engineer, executed by the owner, relieving the District of any and all obligations under the District's arrangement with the owner.
- h. If the Contractor elects to dispose of material under (1), the use of the site shall be subject to the terms, conditions and limitations of the arrangement made between the property owner and the District and the Contractor shall pay those charges that are provided for in the arrangement made by the District with the property owner, and deductions will be made from any moneys due or that may become due the Contractor under the contract sufficient to cover the charges for the material disposed of.
- i. If the Contractor elects to dispose of material under (2), the Contractor shall pay those charges that are provided for in the agreement between the owner and the

Contractor and deductions will not be made from any moneys due or that may become due the Contractor under the contract to cover the charges.

- j. The Engineer may require the Contractor to submit written evidence that the owner of the disposal site is satisfied that the Contractor has satisfactorily complied with the provisions of either - (1), the arrangement between the Department and the owner, or (2), the agreement between the owner and the Contractor, as the case may be.
- k. Full compensation for all costs involved in disposing of materials as specified in this Section 6-1.20, including all costs of hauling, shall be considered as included in the price paid for the contract item of work involving the materials and no additional compensation will be allowed therefore.

6.1-21 Assignment of Unfair Business Practice Claims. In accordance with California Public Contract Code Section 7103.5, the Contractor and any subcontractors offer and agree to assign to the District all rights, title, and interest in and to all causes of action the Contractor or any subcontractors may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with § 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to this contract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgement by the parties.

6-1.22 Notice of Potential Claim

- a. If for any reason the Contractor deems that additional compensation is due for Work or materials not clearly provided for in the Agreement, Project Plans or Technical Specifications or previously authorized extra work, a Notice of Potential Claim shall be made. The Contractor shall give the Engineer a written Notice of Potential Claim concerning such additional compensation before Work begins on the items on which the claim is based. The notice shall set forth the reasons for which the Contractor believes additional compensation will or may be due and the nature of the costs involved. Any Notice of Potential Claim submitted to the District by the Contractor shall have attached the following certification executed by an officer of the Contractor:

I, _____, being the _____ of _____ (Contractor), declare under penalty of perjury under the laws of the State of California, and do personally certify and attest that: I have thoroughly reviewed the attached claim and know its contents, and said claim is made in good faith; that it is supported by truthful and accurate data; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the District is liable; and further, that I am familiar with California Penal Code section 72 and California Government Code section 12650, et seq., pertaining to false claims, and

further know and understand that submission or certification of a false claim may lead to fines, imprisonment, or other severe legal consequences.

- b. The Contractor shall afford the Engineer every opportunity and facility for keeping records of actual cost of the work. The Contractor shall keep records of the disputed work in accordance with Section 3-1.17, Change Order Pricing.
- c. If such notification is not given or the Engineer is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the Engineer has kept account of the cost of the Work shall not in any way be construed as proving or substantiating the validity of the claim. When the Work on the which the claim for additional compensation is based has been completed, the Contractor shall within 10 calendar days of completion submit the Contractor's written claim to the Engineer, who will present it to the District for consideration in accordance with the Agreement, including, but not limited to Section 11-1.03 of the General Provisions and applicable law.
- d. Any claim for overhead type expense or costs, in addition to being certified as stated above, shall be supported by an audit report of an independent Certified Public Accountant. Any claim for overhead shall also be subject to audit by the District at its discretion.
- e. Any costs or expenses incurred by the District in reviewing or auditing any claims that are not supported by the Contractor's cost accounting or other records shall be deemed to be damages incurred by the District within the meaning of the California False Claims Act.

SECTION 7 MEASUREMENT AND PAYMENT

7-1.01 F.O.B. All shipments must be F.O.B. destination to the Work site and/or other sites indicated in the Contract Documents. The Contract Price is all-inclusive (including sales tax). There shall be no additional compensation paid for containers, packing, unpacking, drayage or insurance. The Contract Prices includes full compensation for all taxes which the Contractor is required to pay, whether imposed by Federal, State or local government, including, without being limited to, Federal excise tax. No tax exemption certificate nor any document designed to exempt the Contractor from payment of any tax will be furnished to the Contractor by the District, as to any tax on labor, services, materials, transportation, or any other items furnished pursuant to this Agreement.

7-1.02 Payment.

- a. On or about the first day of each calendar month the Contractor will submit to the Engineer a verified application for payment and schedule of values supported by a statement showing all materials actually installed during the preceding month and the cost of labor actually expended in the performance of the Work. Unless otherwise provided in the Contract Documents, no allowances or payments will be made for material or equipment not placed at the Work site. Each invoice shall contain the following certification executed by a duly authorized officer of the Contractor:

I, _____, being the _____ of _____ (Contractor), declare under penalty of perjury under the laws of the State of California, and do personally certify and attest that: I have thoroughly reviewed the attached application for payment and know its contents, and said application is made in good faith; that it is supported by truthful and accurate data; that the amount requested accurately reflects the costs incurred during the period covered by this application; and further, that I am familiar with California Penal Code section 72 and California Government Code section 12650, et seq., pertaining to false claims, and further know and understand that submission or certification of a false claim may lead to fines, imprisonment, or other severe legal consequences.

- b. To be eligible for payment, the Contractor's applications for payment must include certified payroll reports prepared in accordance with California Labor Code Section 1776 and the Agreement for each employee of the Contractor and any subcontractors engaged in the performance of the Work during the preceding months. Applications for payment will not be processed without certified payroll reports.

- c. In accordance with California Public Contract Code Section 20104.50, the District will review applications for payment as soon as practicable after receipt. Any application or part of an application that is determined to be improper will be returned to the Contractor as soon as practicable, but no later than seven days after receipt by the District, along with a written description of the reasons why the application is improper. The Contractor's failure to submit a schedule in the time specified in Section 3-1.10 or its submission of a schedule to which the District has taken any uncorrected exception, shall serve as a basis for returning an application for payment in its entirety.
- d. Unless the Contractor has elected to post securities in lieu of retention in accordance with California Public Contract Code Section 22300 and the Agreement, and the Contractor and the District have executed an escrow agreement in accordance with Public Contract Code Section 22300 and the Agreement, the District will make progress payments to the Contractor in accordance with applicable law in the amount of ninety five (95) percent of the value of the labor actually performed and the material incorporated in the Work as specified in Contractor's verified application for payment upon approval by the District's authorized representative(s). Payment of progress payments will not be construed as acceptance of the Work performed. If the Contractor has elected to post securities in lieu of retention in accordance with Public Contract Code Section 22300 and the Agreement and the Contractor and the District have executed an escrow agreement in accordance with Public Contract Code Section 22300 and the Agreement, the District will make payments to the Contractor or the Contractor's escrow agent in accordance with such escrow agreement.
- e. The District will pay the Contractor's final invoice in accordance with applicable law and this Section 7 following acceptance of the Work provided that:
 - 1. The Contractor has furnished evidence satisfactory to the District that all claims for labor and material have been paid, or the time for filing valid stop notices has passed and no stop notices have been filed, or all stop notices filed have been released by valid release or release bond acceptable to the District.
 - 2. No claim has been presented to the District by any person based upon any acts or omissions of the Contractor or any subcontractor engaged in the performance of the Work.
 - 3. No other claim or dispute exists under the Agreement or applicable law concerning payment of the Contractor's final invoice and/or release of the Agreement retention.
 - 4. The Contractor has filed with the District the Maintenance Bond provided in the Contract Documents with duly notarized signatures of an authorized representative of the Contractor and an attorney-in-fact of an admitted surety

insurer acceptable to the District and such Maintenance Bond binds the Contractor as Principal and the Surety in accordance with its terms in the amount of 10% of the final Contract Price.

- f. In accordance with California Public Contract Code Section 20104.50, if the District fails to make a progress payment within thirty (30) days of receipt of an undisputed, properly submitted application for payment, the District will pay the Contractor interest equivalent to the legal rate set forth in subdivision (a) of California Code of Civil Procedure Section 685.010. The number of days available to the District to make a payment without incurring an interest obligation pursuant to this provision and California Public Contract Code Section 20104.50 will be reduced by the number of days, if any, by which the District has delayed return of an application for payment beyond the seven day return requirement set forth in Section 7-1.02.

7-1.03 Non-Allowable Direct Charges. The following costs are not allowable direct charges under the Agreement. The following costs may only be paid under the Agreement, if at all, as part of any allowance for Contractor overhead and/or profit established under the Agreement.

- a. Labor costs in excess of applicable prevailing wages pursuant to the Agreement and applicable law, liability and workers compensation insurance, social security, retirement and unemployment insurance and other employee compensation and benefits pursuant to bona fide compensation plans in effect at the time specified for the opening of Project bids for Contractor and subcontractor employees engaged in the performance of the Work. However, in no event will allowable direct labor charges under the agreement include employee bonuses, employee vehicles or vehicle allowances, employee telephones or telephone allowances, or employee housing or housing allowances, whether or not such benefits are part of a bona fide compensation plan in effect at the time specified for the opening of Project bids.
- b. Superintendent labor and clerical labor.
- c. Bond premiums.
- d. Insurance in excess of that required under Section 6-1.08.
- e. Utility costs.
- f. Work Site office expenses.
- g. Home office expenses.

7-1.04 Retention. The District or its agent may, in accordance with the Contract Documents and applicable law, withhold any payment of monies due or that may become due the Contractor because of:

- a. Defective work not remedied or uncompleted work.
- b. Claims filed or reasonable evidence indicating probable filing of claims.

- c. Failure to properly pay subcontractors or to pay for material or labor.
- d. Reasonable doubt that the Work can be completed for the balance then unpaid.
- e. Damage to another contractor.
- f. Damage to the District.
- g. Damage to a third party.
- h. Delay in the progress of the Work, which, in the District's judgment, is due to the failure of the Contractor to properly expedite the Work.
- i. Liquidated damages or other charges that apply to the Contractor under the Agreement.
- j. Any other lawful basis for withholding payment under the contract.

7-1.05 Securities in Lieu of Retention.

- a. In accordance with Public Contract Code Section 22300, except where federal regulations or polices do not permit substitution of securities, the Contractor may substitute securities for any moneys withheld by the District to ensure performance of the Work. At the Contractor's request and expense, securities equivalent to the amount withheld will be deposited with the District, or with a state or federally chartered bank in California as the escrow agent, who will then pay those moneys to the Contractor under the terms of an Escrow for Security Deposit agreement. The Escrow for Security Deposit agreement is provided in the Contract Documents. Upon satisfactory completion of the Work, the securities will be returned to the Contractor.
- b. Alternatively, at the Contractor's request and expense, the District will pay retentions earned directly to the escrow agent. At the Contractor's expense, the Contractor may direct investment of the payments into securities. Upon satisfactory completion of the Work, the Contractor will receive from the escrow agent all securities, interest, and payments received by the escrow agent from the District pursuant to this provision and the terms of the Escrow for Security Deposit agreement. The Contractor will, within 20 days of receipt of payment, pay to each subcontractor the respective amount of interest earned, less costs of retention withheld from each Subcontractor, on monies withheld to ensure the Contractor's performance of the Work.
- c. Securities eligible for investment in accordance with this provision include those listed in Government Code Section 16430, bank or savings and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the District.
- d. The Contractor will be the beneficial owner of any securities substituted for moneys withheld and will receive any interest thereon.

SECTION 8

PROJECT ACCEPTANCE AND CLOSEOUT

8-1.01 Occupancy. The District reserves the right to occupy or use any part or parts or the entire of the Work before the Work is fully performed. Subject to applicable law, exercising this right will in no way constitute acceptance of any part of the Work so occupied or used or acceptance of the entire Work, nor will such occupancy or use in any way affect the times when payments will become due the Contractor, nor will such occupancy or use in any way prejudice the District's rights under the Agreement, any Agreement bonds, or at law or equity. Occupancy or use shall not waive the District's rights to assess liquidated damages in accordance with Section 5 after the date of such occupancy or use.

8-1.02 Work Completion and Final Inspection. When the Contractor considers the Work is completed, the Contractor will submit written certification to the Engineer specifying that: the Contract Documents have been reviewed; the Work has been inspected for compliance with the Contract Documents; the Work has been completed in accordance with the Contract Documents; and that equipment and systems have been tested in the presence of the District's representative and are operational. The District and/or the District's authorized representatives will make an inspection to verify that the Work is complete and will notify the Contractor in writing of any incomplete or deficient Work. The Contractor will take immediate steps to remedy the stated deficiencies and give notice of correction to the Engineer. Upon receiving a notice of correction, the District or the District's authorized representatives will re-inspect the Work. The Contractor must correct all punch list items within 15 working days after the issuance of the punch list. Before acceptance of the Work the Contractor must submit: one set of the Project Record Drawings (As-Built), and any equipment operating and maintenance instructions and data, warranties.

8-1.03 Work Acceptance.

- a. All finished Work will be subject to inspection and acceptance or rejection by the District, the Engineer, and the Designer or other government agencies having jurisdiction over the Work. Final acceptance of the Work will be at the discretion of the District.
- b. The District will accept the Work in writing only when the Work has been completed to the District's reasonable satisfaction. Progress payments will in no way be construed as acceptance of any part of the Work

- c. In evaluating the Work, no allowance will be made for deviations from the Technical Specifications, Project Plans or other Contract Documents unless already approved in writing in accordance with the requirements of Section 3, above.

- d. The fact that the Work and materials have been inspected from time to time and that progress payments have been made does not relieve the Contractor of the responsibility of replacing and making good any defective or omitted work or materials in accordance with the requirements of the Contract Documents.

SECTION 9 REMEDIES AND DISPUTES

9-1.01 Failure to Correct Work. Within ten (10) working days of receiving written notice from the District describing Work that is defective or that is otherwise not in accordance with the requirements of the Agreement and/or applicable law and directing that such Work be corrected, the Contractor and/or the Contractor's sureties must give the District written notice of the intent of the Contractor and/or the Contractor's sureties to correct such Work and commence correction of such Work in accordance with the District's notice and the Agreement. If the Contractor and/or the Contractor's sureties do not give the District written notice of intent to correct such Work and commence correction of such Work within ten (10) working days of receipt of the District's notice, then the District may correct such work and/or have such work corrected for the account and at the expense of the Contractor and/or its sureties, and the Contractor and/or its sureties will be liable to the District for any resulting excess cost. The District may, in addition to all other remedies that the District may have under the Agreement and at law or equity, deduct any such excess cost of completing the Work from amounts that are due or that may become due the Contractor.

9-1.02 Termination.

- a. In accordance with California Public Contract Code Section 7105, in addition to all other available remedies that the District may have under the Agreement, and at law or equity, the District may terminate the Agreement:
 1. If the Contractor or any of its subcontractors engaged in the performance of the Work fails to timely perform the Work and/or any of the Contractor's material obligations under the Contract Documents, including but not limited to submission of an acceptable schedule, that have accrued except for those due to reasons beyond the control of the Contractor pursuant to the Contract Documents.
 2. If the Contractor is adjudged bankrupt, or if it should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of its creditors.
 3. If the Contractor or any of the subcontractors engaged in the performance of the Work persistently or repeatedly refuses or fails to supply enough properly skilled workmen or proper materials for the timely completion of the Work.
 4. If the Contractor fails to make prompt payment to subcontractors engaged in the performance of the Work or for material or labor used in the

performance of the Work in accordance with the Contract Documents and applicable law.

5. If the Contractor or any subcontractors engaged in the performance of the Work persistently disregards laws or ordinances applicable to the performance of the Work, or the instructions of the District, the Engineer, the Designer, or other authorized representatives of the District.
 6. For any reason or for no reason, at the District's sole discretion.
- b. If the District intends to terminate the Contractor's control of the Work for any of the reasons specified in Section 9-1.02(a) 1 through 5, above, the District will immediately serve written notice to the Contractor and its sureties in accordance with the Contract Documents. Notice of the District's intent to terminate the Agreement will be given by registered or certified mail and specify the grounds for termination, the required cure and the time by which the cure must be effected. Upon receipt of notice of the District's intent to terminate the Agreement for any of the reasons specified in Section 9-1.02(a) 1 through 5, the Contractor will have ten (10) days from receipt of the notice or a longer time specified in the notice to cure its default. If the Contractor does not effect the required cure by the time specified in the notice, the District will issue a written notice of termination to the Contractor and its sureties by registered or certified mail. The notice of termination will specify: that upon receipt of the notice the Contractor's right to perform or complete the Work, including on behalf of the Contractor's sureties, is terminated; that the Contractor's sureties will have the right to take over and complete the Work and perform all of the Contractor's remaining obligations that have accrued under the Agreement; and that if the Contractor's sureties do not both give the District written notice of their intention to take over and perform the Agreement and commence completion of the Work and performance of all of the Contractor's remaining obligations that have accrued under the Agreement within ten (10) days after receipt of notice of termination that the District may declare the Contractor's sureties in default and take over the completion of the Work or have the Work completed for the account and at the expense of the Contractor and its sureties, and the Contractor and its sureties will be liable to the District for any resulting excess cost. The District may, in addition to all other available remedies that the District may have under the Contract Documents and at law or equity, deduct any such excess cost of completing the Work from amounts that are due or that may become due the Contractor.
- c. Upon termination of the Contractor's control of the Work for any of the reasons specified in Section 9-1.02(a) 1 through 5, the Contractor will, if so directed by the District, immediately remove from the Work site any and all materials and personal property belonging to the Contractor which have not been incorporated in the Work and the Contractor and its sureties will be liable upon their bond

for all damages caused the District by reason of the Contractor's failure to complete the Work.

- d. Upon termination of the Contractor's control of the Work for any of the reasons specified in Section 9-1.02(a) 1 through 5, above, the District reserves the right to refuse tender of the Contractor by any surety to complete the Work.
- e. If the District completes or has completed any portion of, or the whole of the Work, following termination of the Contractor's control of the Work for any of the reasons specified in Section 9-1.02(a) 1 through 5, above, the District will neither be liable for nor required to account to the Contractor or the Contractor's sureties in any way for the time within which, or the manner in which such Work is performed, or for any changes made in such Work or for the money expended in satisfying claims and/or suits and/or other obligations in connection with completing the Work. If, following termination of the Contractor's control of the Work for any of the reasons specified in Section 9-1.02(a) 1 through 5, above, the unpaid balance of the Contract Price exceeds the expense of completing the Work, including compensation for additional legal, managerial and administrative services and all other amounts due for the completion of the Work and/or satisfaction of claims of the District and/or others arising out of the Agreement and any other charges that apply to the Contractor under the Agreement, the difference will be paid to the Contractor. If such expenses of completing the Work exceed the unpaid balance of the Contract Price, the Contractor or its sureties will pay the difference to the District.
- f. If the Agreement or Contractor's control of the Work is terminated for any reason, no allowances or compensation will be granted for the loss of any anticipated profit by the Contractor.
- g. In accordance with California Government Code Section 4410, in the event a national emergency occurs, and public work being performed by contract is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment or labor, as the result of an order or a proclamation of the President of the United States, or of an order of any federal authority, and the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the Work, then the District and the Contractor may, by written agreement, terminate the Agreement. In accordance with California Government Code Section 4411, such an agreement will include the terms and conditions of the termination of the Contract and provision for the payment of compensation or money, if any, which either party will pay to the other or any other person, under the facts and circumstances in the case. Compensation to the Contractor will be determined on the basis of the reasonable value of the Work done, including preparatory Work. As an exception to the foregoing, in the case of any fully completed separate item or portion of the Work for which there is a separate contract price, the Contract

Price shall control. The parties may in any other case adopt the Contract Price as the reasonable value of the Work or any portion of the Work done.

9-1.03 Disputes.

9-1.03.01 Definitions

For purposes of this section, the following Definitions shall apply:

- A. “Disputed Work” - Work that Contractor contends is outside the scope of the Contract Documents or in violation of the terms of the Contract Documents, resulting from any decision, determination, order, direction, instruction, notice, action, or omission of the District being otherwise incorrect or improper. Disputed Work includes any claims or potential claims regarding loss of productivity, delays, impacts, arising or occurring during the Work, that Contractor may assert resulted from acts or omissions of the District that were outside the requirements of the Contract Documents.
- B. “Good Faith Negotiations” means the successive, tiered negotiations of Disputed Work, each with increasing levels of documentation and substantiation, starting at the Project level and escalating to the Authorized Representative level, then the Executive level, prior to Contractor filing a Final Claim.
- C. “Claim” or “statutory claim” is defined in Public Contract Code section 9104, and means “a separate demand by the contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:
 - a. A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a public works contract.
 - b. Payment by the District of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the contract for a public work and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
 - c. Payment of an amount that is disputed by the public entity.
- D. Final Claim means the certified Final Claim prepared and submitted by Contractor if Good Faith Negotiations fail to result in settlement of the claim.

9-1.03.02 Requirements of Good Faith Negotiations

A. Introduction

- a. At any time during the Good Faith Negotiations defined in this Section, Contractor may serve a statutory claim pursuant to Public Contract Code section 9204. Upon receipt of a claim pursuant to that section, the District will conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, the District and Contractor may, by mutual agreement,

extend the time period provided in this subdivision. Contractor shall furnish reasonable documentation to support the claim.

- b. Notwithstanding the service of a statutory claim, Contractor must comply with the Good Faith Negotiations procedures defined in this Section. Failure to so comply shall operate as a waiver of Contractor's claims.

B. Notification of Disputed Work Required.

- a. Contractor shall promptly, and before commencing Disputed Work, notify The District's Authorized Representative in writing before proceeding with such Work. Contractor's written notification shall state the objection and the basis of the objection ("Disputed Work").
- b. If Contractor proceeds with the Disputed Work without complying with the written notice requirement, Contractor will be deemed to have assented that the Work is within the Contract's requirements, and shall waive its rights to further right to a protest or Claim.
- c. Contractor shall provide written notice of Disputed Work concurrently with Contractor's incurring any costs it may claim are the responsibility of the District.

C. Contemporaneous Records

- a. Beginning with the first day on which any Disputed Work is performed, and each following Day, Contractor shall maintain detailed hourly records of labor, construction equipment, and services, and itemized records of materials and equipment used each Day in the performance of the Disputed Work. Such records must be of a form acceptable to the District, shall be signed by Contractor, copies provided to the District daily, and are subject to verification by the District.

D. Initial Substantiation (within ten (10) Days after Contractor's first knowledge of the Disputed Work.)

- a. Within ten (10) Days after Contractor's first knowledge of the Disputed Work, Contractor shall provide the District with a written statement of dispute ("Dispute") that includes a preliminary cost proposal for the Disputed Work stating clearly and in detail its objection and reasons for contending the Disputed Work is outside or in breach of the requirements of Contract Documents. The preliminary cost proposal must provide a good faith preliminary estimate of the labor (workers, crews), equipment and/or materials involved, and a corresponding good faith preliminary estimate of cost. It is the responsibility of Contractor to substantiate that the Disputed Work is in fact a change from the base scope of Work.
- b. The written Dispute must identify the subcontractors, vendors, suppliers affected, if any, sufficient for the District to visit the Site to inspect the work and/or conduct a telephonic interview of the persons involved, and/or to photograph the work in question. Contractor shall provide by email digital photographs of the Disputed Work and provide District with contact

information for all involved subcontractors and/or suppliers of any tier to facilitate prompt “in person” review at the next job site meeting.

E. First Negotiation: At Project Level. (No later than twenty-one (21) Days after Contractor’s first knowledge of the Dispute).

- a. The written notice and preliminary cost proposal for Disputed Work must be placed, by Contractor, as either a specific discussion item on the Agenda for the next weekly meeting, or to occur immediately before or following the weekly meeting. Both Owner and Contractor shall then make a good-faith effort to review the Disputed Work. It is expected that discussions will occur no later than twenty-one (21) Days after Contractor’s first knowledge of the Dispute.

F. Updated Dispute Substantiation (no later than thirty (30) days of Contractor’s first knowledge of Disputed Work).

- a. In the event negotiations at the next job site meeting do not result in resolution of the Dispute, and in any event no later than thirty (30) days of Contractor’s first knowledge of Disputed Work, Contractor must update its Dispute (“Updated Dispute”) to meet the following requirements.
- b. Contractor shall submit the Updated Dispute documentation in the following format:
 1. Introduction and Issue Identification
 2. Background
 3. Chronology
 4. Contractor's Position (Reason for County's potential liability)
 5. Supporting documentation of merit
 6. Supporting documentation of damages
 7. Schedules (if appropriate)
 8. Productivity exhibits (if appropriate)
- c. Contractor shall explain, cite by reference to Contract Documents and documents from the Project record and/or submit photocopies of documents supporting the merit of its position.
- d. Contractor shall explain, cite by reference to, and/or submit photocopies of documents supporting damages. Contractor must submit substantial supporting documentation with this Updated Dispute documentation; categories and amounts not identified and justified, will be deemed waived. Contractor may not assert, subsequently, new or different categories or amounts of damages.

G. Second Negotiation: At Project Representative Level. (No later than forty-five (45) Days after Contractor’s first knowledge of the Dispute).

- a. If District and Contractor do not resolve the Disputed Work at their first meeting, then Contractor shall submit its Updated Dispute and shall

calendar the matter for discussion with Contractor's Representative and Owner's Representative to occur within twenty (20) Days of the weekly meeting and no later than forty-five (45) Days after Contractor's first knowledge of the Dispute.

- b. The District's Representative will consider the information provided by Contractor and from District's resources, and will provide a decision in writing. If Contractor disputes the written decision, then Contractor's remedy is to file a Notice of Potential Claim meeting the requirements below.
- c. If for any reason Owner should fail to act or provide a decision on a Dispute or Updated Dispute, all within the required forty-five (45) Days, then the Dispute and Updated Dispute shall be deemed denied by Owner's Representative on the forty-sixth (46th) Day.

H. Notice of Potential Claim (no later than fifty-five (55) Days after Contractor's first knowledge of the Dispute).

- a. If, after receiving District's Representative's decision, Contractor disagrees with it or still considers the Disputed Work required of it to be outside the requirements of the Contract Documents, then Contractor shall so notify District in writing within ten (10) Days after receiving the decision by submitting a Notice of Potential Claim ("NOPC") stating that it will issue a formal claim.

I. Third Negotiation: Meeting of Executives.

- a. Upon receipt of Contractor's NOPC, Contractor and District shall negotiate the claim between and among the Contractor's Representative and Owner's Representative. Negotiations in response to the NOPC will not extend the time to file the Formal Claim.

J. FINAL CLAIM AND CERTIFICATION (Within seventy-five (75) Days of Contractor's first knowledge of a Dispute, or within thirty (30) Days of Owner's written decision on Contractor's Dispute and Updated Dispute.)

- a. Within seventy-five (75) Days of Contractor's first knowledge of a Dispute, or within thirty (30) Days of District's written decision on Contractor's Dispute and Updated Dispute, Contractor shall file with District its formal claim(s), in the form specified in this Section. For each NOPC Contractor intends to pursue as a formal claim, Contractor shall include all arguments, justification, cost or estimates, schedule analysis, and detailed documentation supporting Contractor's position. Contractor is encouraged to designate its Final Claim and Certification as its statutory claim.
- b. Claim Documentation. Contractor's Claim documentation shall conform to generally accepted auditing standards (GAAS). Contractor shall submit the Claim in the following format:
 - 1. Introduction
 - 2. General Background Discussion

3. Summary of Issues and Damages
 4. Index of Issues
 5. For Each Issue (Begin each issue on a new page)
 - a. Background
 - b. Chronology
 - c. Contractor's Position (Reason for County's potential liability)
 - d. Supporting Documentation of Merit
 - e. Supporting Documentation of Damages
 - f. Schedules (if appropriate)
 - g. Productivity exhibits (if appropriate)
- A. Contractor shall explain, cite by reference to, and/or submit photocopies of, documents supporting the merit of its position. Supporting documentation may include, but not be limited to, General Conditions, General Requirements, Technical Specifications, Drawings, correspondence, conference notes, Shop Drawings and other Submittals, Submittal Logs, survey books, inspection reports, delivery schedules, test reports, daily reports, subcontracts, fragmentary Critical Path method schedules, photographs, technical reports, Requests for Information, field instructions, and other related records necessary to support the merit of Contractor's position.
- B. Contractor shall explain, cite by reference to, and/or submit photocopies of, documents supporting damages. Supporting documentation may include, but not be limited to, any or all documents related to the preparation and submission of the Bid; Subcontractor, Supplier or vendor files and cost records; certified payroll reports, materials, equipment, and construction equipment and services costs; purchase orders; invoices; project as planned and as built costs; Subcontractor and Supplier payment documentation; quantity reports; other related records; general ledger and any other accounting materials necessary to support the Contractor's position.

K. CLAIMS SHALL BE CALCULATED IN THE SAME MANNER AS CHANGE ORDERS PER SECTION 01 26 00 (CONTRACT MODIFICATION PROCEDURES). NO SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES MAY BE CLAIMED, REQUESTED OR RECOVERED.

9-1.03.03 SUBCONTRACTOR CLAIMS.

- A. Contractor shall require each Subcontractor, sub-Subcontractor and supplier to comply with the claims procedure set forth in this Document 00 73 83 to provide Contractor with timely notice and documentation of all claims. Contractor shall present as its claims, all Subcontractor, sub-Subcontractor and supplier claims of any type, and prove them under the terms of the Contract Documents. Owner shall not be directly liable to any Subcontractor, any supplier, or any other person or

organization, or to any surety for or employee or agent of any of them, for damages or extra costs of any type arising out of or resulting from the Project.

9-1.03.04 WRITTEN DECISION AND ACTION ON CLAIMS

Time frames and procedures Decisions on statutory claims and formal claims follow the same procedures stated In Public Contract Code Section 9104:

- a. "Upon receipt of a claim pursuant to this section, the District shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, the District and Contractor may, by mutual agreement, extend the time period provided in this subdivision.
- b. If the District needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the District does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the District shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.
- c. If the claimant disputes the District's written response, or if the District fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the District shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- d. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the District shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the District and the claimant sharing the associated costs equally. The District and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.
- e. For purposes of this section, mediation includes any nonbinding process, such as neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by

issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

- f. Unless otherwise agreed to by the District and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 of the Public Contract Code to mediate after litigation has been commenced.
- g. Failure by the District to respond to a claim from a Contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the District's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.
- h. Amounts not paid in a timely manner as required by the negotiations required under Public Contract Code section 9204 shall bear interest at 7 percent per annum."

9-1.03.05 CLAIM UPDATES AND WAIVER

- A. Claim Updates Required. If Disputed Work persists longer than a single calendar month, then for each quarter until the Disputed Work ceases, Contractor shall submit to District a document titled "Claim Update" that shall update and quantify all elements of the Claim as completely as possible. Contractor's failure to submit a Claim Update or to quantify costs every quarter shall result in waiver of the Claim for that period. Claims or Claim Updates stating that damages, total damages (direct and indirect), schedule impact and/or any time extension will be determined at a later date shall not comply with this subparagraph and shall result in Contractor waiving its claim(s). Contractor shall also maintain a continuing "claims log" that shall list all outstanding claims and their value, and provide such log to Owner quarterly.
- B. Waiver. If the initially required notice of Dispute, Updated Dispute, Notice of Potential Claim and Final Claim, are not issued within the time period required herein, or if Contractor proceeds with the disputed Work without first having given the notice of the Disputed Work, Contractor shall be deemed to have waived its rights to further claim on the specific issue.

9-1.03.06 GOVERNMENT CODE SECTION 930.2

- A. The procedures, negotiations, record keeping, documentation and Final Claim, if negotiation efforts prove unsuccessful, as required in this Section, are intended to constitute a mandatory administrative remedy and part One of a two-step claim procedure by agreement under California Government Code Section 930.2. Step One is compliance with the Good Faith Negotiations and Claim Requirements. Step Two is filing a Government Code Section 910 Claim in with the County following statutory procedures and identifying Claims submitted, negotiated and not settled.

- B. Should Contractor fail to timely comply with the procedures set forth in this Section, Contractor may have rights to apply for consideration of late claims following the procedures in Government Code Section 930.4. This Section defines the limits of authority of District's representative to consider late claims and the basis therefore.

9-1.03.07 WAIVER AND SUBSTANTIAL COMPLIANCE

- A. If Contractor fails to comply with this Section as to any claim or Disputed Work, then Contractor shall waive its rights to such claim. All claim(s), Disputed Work items or issue(s) not raised in a timely notice, timely notice of potential claim and then timely claim submitted under this Section, may not be asserted in any subsequent arbitration (if subsequently agreed), litigation or legal action, and any award (or portion thereof), judgment or verdict contrary to this preclusion shall be vacated to the extent contrary.
- B. Contractor may request an extension of time to comply with the claims procedure herein, but must do so in advance of time periods expiring and District must give its approval in writing (which approval may be withheld in District's discretion.) As to any other feature of the claim procedure herein (and its claims waiver feature), it may not be waived or altered absent a written Change Order signed by both parties and accepted as to form by their legal counsel (for the District, the Office of the District Attorney.)
- C. The District, in its sole discretion, may consider Contractor's substantial compliance with the required initial notice and written Dispute, provided Contractor demonstrates good faith and a manifest lack of prejudice to District from late written notice, for example, contemporaneous District/Contractor discussions and review of Disputed Work with full opportunity to investigate and verify costs and work performed. Under no circumstances may substantial compliance be considered when the required written notice is more than twenty-one (21) calendar days late.
- D. The District shall not be deemed to waive or alter any provision under this Section, if at District's sole discretion; a claim is administered in a manner not in accord with this Section.
- E. Compliance with the foregoing shall not be a prerequisite to any Claim that is based solely on differences in measurement or errors of computations as to Contract quantities.

9-1.03.07 CLAIMS UNDER \$375,000

- A. The provision of Public Contract Code §20104 set seq. relating to the resolution of construction claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and the District are hereby incorporated in this Contract and are *italicized* for ease of use.
- B. Documentation that is necessary to substantiate Claims submitted pursuant to this section must comply with the format requirements set forth in this Section.

- a. Claims for \$375,000 or below, as provided by Public Contract Code - §20104 (a)-(d), Application of article; provisions included in plans and specifications:
 - (a) (1) *This article applies to all public works claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between a contractor and local agency.*
 - (2) *This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with §10240) of Chapter 1 of Part 2.*
 - (b) (1) *"Public work" means "public work contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.*
 - (2) *"Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.*
 - (c) *The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.*
 - (d) *This article applies only to contracts entered into on or after January 1, 1991.*

- C. Claims for \$375,000 or below, as provided by Public Contract Code - §20104.2 (a)-(f), Claims, requirements, tort claims excluded:

For any claim subject to this article, the following requirements apply:

- (a) *The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of Final Payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.*
- (b) (1) *For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.*
- (2) *If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.*

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

(c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.

(2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.

(3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.

(d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issue in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

(f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

D. Claims for \$375,000 or below, as provided by Public Contract Code - § 20140.4(a)-(c), pertaining to Civil action procedures; mediation and arbitration; trial de novo; witnesses:

The following procedures are established for all civil actions filed to resolve claims subject to this article:

- (a) *Within 60 days, but no earlier than 30 days, following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-Day period, any party may petition the court to appoint the mediator.*
- (b) (1) *If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 commencing with Section 2016.010 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.*
 - (2) *Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.*
 - (3) *In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.*
- (c) *The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.*

E. Claims for \$375,000 or below, as provided by Public Contract Code - §20140.6 (a)-(b), Payment on undisputed portion of claim; interest on arbitration awards or judgments:

- (a) *No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.*
- (b) *In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.*

SECTION 10
SPECIAL PROVISIONS



TECHNICAL SPECIFICATIONS
(Special Provisions)

for

NORTH SHORE COURT
SEWER REHABILITATION PROJECT

May 2022

Prepared By:

A handwritten signature in black ink that reads "Jennifer Melman".

Jennifer Melman
RCE 62260

5/6/2022

Date



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SECTION 10 SPECIAL PROVISIONS

10-1 GENERAL

10-1.01 Description of Work

The work in general consists of sanitary sewer rehabilitation including traditional open-cut sewer pipe replacement, cured-in-place pipe lining, sanitary sewer manhole chimney repair and such other items of work as required to complete the project.

The estimate of the quantities of work to be done is approximate only, being as a basis for the comparison of bids, and the District does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount or any portion of the work as directed by the District Engineer.

Incidental items of construction necessary to complete the whole work in a satisfactory and acceptable manner as shown on the Plans and as provided for in the specifications and not specifically referred to in this section, shall be understood to be furnished by the Contractor.

10-1.02 Construction Limitations

The Contractor will be expected to conduct his operations in a manner which creates a minimum damage to the natural vegetation and landscaping, paving, concrete and gravel areas. Care shall be exercised to avoid hazards that may cause injury to persons, animals or property either during working hours or after work hours, which will include dust control, backfilling trenches or placement of steel plates and temporary fencing as required.

Equipment will be restricted to the immediate area of construction and trenches will be backfilled as soon as possible.

Receptacles for construction residue, including oil, cleaning fluids and litter, will be covered. Such residues will be disposed of in a proper manner.

Mufflers and/or baffles will be required on all construction equipment.

Construction activity within the existing right-of-way will be scheduled to minimize traffic inconvenience and safety hazards to motorists, pedestrians and cyclists.

10-1.03 Order of Work

Order of work shall be in accordance with Section 5, "Control of Work," of the Standard Specifications and these Special Provisions.

Attention is directed to Section 10-03, "Traffic Control" of these Special Provisions.

10-1.04 Storm Water Pollution Prevention

Attention is directed to the provisions in Section 13, "Water Pollution Control," of the Standard Specifications and these Special Provisions.

The Contractor shall exercise every reasonable precaution to protect streams, lakes, reservoirs, bays, and coastal waters from pollution with fuels, oils, bitumens, calcium chloride and other harmful materials and shall conduct and schedule his operations so as to avoid or minimize muddying and silting of said streams, lakes, reservoirs, bays and coastal waters. Care shall be exercised to preserve roadside vegetation beyond the limits of construction.

Water pollution control work is intended to provide prevention, control and abatement of water pollution to streams, waterways, and other bodies of water, and shall consist of constructing those facilities which may be shown on the Plans, specified herein or in the Special Provisions, or directed by the Engineer.

Before starting any work on the project, the Contractor shall submit, for acceptance by the District Engineer, a program to control water pollution effectively during construction of the project. Such program shall show the schedule for the erosion control work included in the contract and for all water pollution control measures which the Contractor proposes to take in connection with construction of the project to minimize the effects of his operation upon adjacent streams and other bodies of water. The Contractor shall not perform any clearing and grubbing or earthwork on the project, other than that specifically authorized in writing by the Engineer, until such program has been accepted.

The District Engineer will notify the Contractor of the acceptance or rejection of any submitted or revised water pollution control program not more than 5 working days.

10-1.05 Temporary Erosion Control

Temporary erosion control shall consist of, but not be limited to, constructing such facilities and taking such measures as are necessary to prevent, control and abate water, mud, and erosion damage to public and private property as a result of the construction of this project.

Conformance with the requirements of this section shall in no way relieve the Contractor from his responsibilities, as provided in Section 13, "Water Pollution Control," Section 5-1.36, "Property and Facility Preservation," and Section 5-1.39, "Damage Repair and Restoration," of the Standard Specifications.

Temporary erosion control features as are necessary to prevent damage during the winter season shall be constructed and functioning. The Contractor shall construct such supplementary temporary erosion control facilities as are necessary to protect adjacent private and public property.

Temporary erosion control measures shall conform to the current edition of ABAG manual of

standards for erosion and sediment control measures and includes, but not limited to the following:

1. The Contractor shall conduct his operations in such a manner that storm runoff will be contained within the project or channeled into the storm drain system which serves the runoff area. Storm runoff from one area shall not be allowed to divert to another runoff area.
2. The roadway shall be kept swept, and spoils from grinding, sawcutting, trenching, etc. and silt, shall be removed daily or as often as needed to prevent spoils and silt from entering the storm drain system and roadside ditches.

10-1.07 Public Safety

The Contractor shall at all times conduct his work in accordance with Construction Safety Orders of the Division of Industrial Safety, State of California, to ensure the least possible obstruction to traffic and inconvenience to the general public, and adequate protection of persons and property in the vicinity of the work.

No access way shall be closed to the public without first obtaining permission of the Engineer.

Should the Contractor fail to provide public safety as specified or if, in the opinion of the Engineer, the warning devices furnished by the Contractor are not adequate, the District may place any warning lights or barricades or take any necessary action to protect or warn the public of any dangerous condition connected with the Contractor's operations and the Contractor shall be liable to the District for all costs incurred including, but not limited to, administrative costs.

Nothing in this section shall be construed to impose tort liability on the District or Engineer.

10-1.08 Water for Construction and Dust Control

Construction and testing water shall conform to Section 10-6, "Watering," of the Standard Specifications and these Special Provisions. The Contractor shall be responsible for providing all water necessary for construction and testing and disposing of all water needed for testing.

During the performance of the work called for under these Specifications, or any operations appurtenant thereto, the Contractor shall furnish all labor, equipment and means required, and as often as necessary, to prevent his operations from producing dust in amounts damaging to property or causing a nuisance to persons living nearby or occupying buildings in the vicinity.

The Contractor may use fire hydrants with temporary meters obtained from District to supply water. The Contractor will be required to complete a hydrant meter application and obtain a fire hydrant flow meter and will be responsible for paying all applicable deposits and fees for use of the meter and water. The Contractor may obtain a fire hydrant flow meter at the District office located at 19400 Hartmann Rd, Hidden Valley Lake, CA, 95467. Contractor shall coordinate with the District for all water necessary for construction and testing and disposing of all water needed for testing.

10-1.09 Protection of Existing Facilities and Property

The Contractor shall notify Underground Service Alert (USA) for marking the locations of existing underground facilities.

The Contractor shall take all necessary measures to avoid injury to existing surface and underground utility facilities in and near the site of the work. No error or omission of utility mark outs shall be construed to relieve the Contractor from his responsibility to protect all underground pipes, conduits, cables or other structures. The Contractor shall indemnify the District and hold it harmless from any and all claims, demands, or liability made or asserted by any person or entity on account of or in connection with any damage to such surface or underground facilities caused by the Contractor or any of his agents or subcontractors.

The existing underground facilities in the area of work may include telephone, television, fiber optic communication and electrical cables, water mains, sewer pipe and drainage pipe. The various utility companies shall be notified before trenching begins and at such other times as required to protect their facilities. Underground facilities shall be located and exposed ahead of trenching to prevent damage to the facilities, and to determine the depth and character of all facilities that cross or infringe on the trench prism. The Contractor shall immediately notify the District Engineer of any facilities found. If damage should occur to the existing facilities, the utility company and the District shall be notified immediately and repairs acceptable to the utility company shall be made at the Contractor's expense. Contractor shall protect existing utility markers and remove and replace markers as required.

The Contractor shall preserve and protect survey monuments and benchmarks per State of California Business and Professions Code Section 8771.

Attention is directed to the provisions in Section 5-1.36, "Property and Facility Preservation," of the Standard Specifications, which section is hereby incorporated in these Special Provisions as if set forth in full, and these Special Provisions.

Existing trees, shrubs, and other plants, that are not to be removed and are injured or damaged by reason of the Contractor's operations, shall be replaced by the Contractor in accordance with the requirements in Section 5-1.36, "Property and Facility Preservation," and Section 20-3.01C(4), "Replacement Plants," of the Standard Specifications.

10-1.10 Obstructions

Attention is directed to Sections 5-1.36D, "Non-Highway Facilities," and 15, "Existing Facilities," of the Standard Specifications, which sections are hereby incorporated in these Special Provisions as if set forth in full, and these Special Provisions.

Attention is directed to the existence of overhead and underground power, telephone, and television cable poles, underground sewer mains and laterals, and underground water mains and laterals within the area in which construction is to be performed.

Prior to starting work, the Contractor shall (a minimum of 2 working days in advance) call Underground Service Alert (USA), at 811 or (800) 642-2444 and provide USA with all necessary data relative to the proposed work. For emergency situations, after hours and on Saturdays, Sundays and holidays, the Contractor shall contact the organization owning the affected facility. Upon notification, agencies having facilities in the area of the proposed excavation will mark their locations in the field using USA standard colors and codes to identify the facility.

Any delays claimed by the Contractor as a direct result of the utility facilities not being rearranged as provided will not be recognized nor will any delays be considered right-of-way delays within the meaning of Section 8-1.07, "Delays," of the Standard Specifications, except that any such delays will entitle the Contractor to an extension of time as provided in Section 8-1.10, "Liquidated Damages," of the Standard Specifications. The Contractor shall immediately notify the Engineer of such delays.

The Contractor will be required to work around public and private utility facilities and other improvements that are to remain in place within the construction area and he will be held liable to the owners of such facilities or interference with service resulting from his operations.

10-1.11 Hours of Work

The Contractor shall restrict his hours of work to 7:00 a.m. to 5:00 p.m. Monday through Friday. Deviations from these hours may be requested and approved in writing by the Engineer.

10-1.12 Dust Control

Dust control shall conform to the provisions in Section 14-11.04, "Dust Control," of the Standard Specifications, which section is hereby incorporated in these Special Provisions as if set forth in full, and these Special Provisions.

10-1.13 Preconstruction Conference

Prior to beginning any work, the Contractor shall provide the Engineer and affected agencies with a list of key and responsible personnel and how they may be reached at any time. The Contractor shall designate a person or persons as an emergency contact. A preconstruction conference shall be scheduled at least 72 hours prior to construction, at which time the Contractor shall be required to present his proposed work schedule, information of offsite yards, subcontractors, location of disposal and stockpile areas, and traffic control plans. All such schedules shall be subject to the approval of the Engineer and the applicable agencies.

10-1.14 Referenced Specifications and Standards

All contract work will be in accordance with the recognized District Standards set forth by Eastern Municipal Water District. All other terms of this contract including, but not limited to, these Special Provisions, and applicable law. Provisions of the 2018 State Standards and the 2018 Standard Specifications will only apply to and be a part of this contract to the extent such provisions are expressly incorporated in these Special Provisions.

10-1.15 Construction Staking

Attention is directed to Section 3-1.11 of the General Provisions for information on Construction Staking.

10-1.16 Tests and Inspections

Attention is directed to Section 3-1.03 of the General Provisions for information on materials testing and inspections.

10-1.17 Quality Control

- A. Site Investigation and Control: The Contractor shall verify all dimensions in the field and shall check all field conditions continuously during construction. The Contractor shall be solely responsible for any inaccuracies built into the work.
- B. Submittals: Submittals shall be submitted by the Contractor for review and approval by the District prior to delivery to the job site.
- C. Inspection of The Work:
 - 1. The work shall be subject to inspection by representatives of the District to assure strict compliance with the requirements of the Contract Documents.
 - 2. The authorized representative of the Engineer on the project site shall be the Project Engineer acting directly and through various inspectors at the site. The presence of the Inspectors, however, shall not relieve the Contractor of the responsibility for the proper execution of the Work in accordance with all requirements of the Contract Documents. Compliance is distinctly a duty of the Contractor and said duty shall not be avoided by any act or omission on the part of the inspector(s).
 - 3. All materials and articles furnished by the Contractor shall be subject to rigid inspection and no material or articles shall be used in the Work until it has been inspected and accepted by the Engineer or the District.
 - 4. Testing and employment of a testing agency or laboratory shall not relieve the Contractor of the obligation to perform Work in accordance with requirement of Contract Documents.
 - 5. Re-testing or re-inspection required because of non-conformance to specified requirements shall be performed by same independent firm on instructions by the Engineer. Payment for re-testing or re-inspection will be charged to the Contractor by deducting testing charges from the Contract Sum/Price.
- D. Defective Materials to Be Removed: All materials not conforming to the requirements of

these Specifications shall be considered as defective; and all such materials, whether in place or not, shall be rejected and shall be removed immediately from the site of work at the Contractor's expense.

Quality Control Plan: The Contractor shall develop and submit a quality control procedure for the project. Approval of the quality control plan by the Engineer does not relieve the contractor of responsibility for quality control or work methods.

10-1.18 Payment

Full compensation for conforming to the provisions of this section shall be considered as included in the contract price paid for various other items of work and no additional allowance will be allowed.

10-2 MOBILIZATION

10-2.01 General

Mobilization shall conform to the provisions in Section 9-1.16D, “Mobilization,” of the Standard Specifications, and shall consist of preparatory work and operations including, but not limited to, those necessary for the movement of personnel, equipment, supplies incidental to the project site, for the establishment of all offices, staging areas, buildings and other facilities necessary for work on the project and for all other work and operations which must be performed or for project costs incurred prior to beginning work on the various Contract items.

Temporary utility connections to any of the Contractor’s facilities will be the responsibility of the Contractor at no additional cost to the District. Mobilization shall include the furnishing of and providing regular maintenance for sanitary unit(s) on the job for the duration of the project. Failure to comply with this requirement will result in withholding of mobilization payments in the amount deemed appropriate by the Engineer.

10-2.02 Property Owner Notification

The Contractor shall furnish all affected property owners and businesses written notification that describes the proposed work and schedule at least 5 business days in advance of the start of work by the Contractor. The notices shall be in writing, placed on doors and shall indicate the Contractor’s name and phone number, type of work, locations of work, day(s) and time when work will occur, and, if service disruption is anticipated, to avoid water usage during the specified time that their sewer lateral may be out of service. Notice shall be reviewed and approved by the Engineer prior to being posted.

On the day prior to the beginning of work being conducted, the Contractor will provide personal contact and attempted written notice to affected property owners, notifying them of the duration of time that they should avoid water usage while their sewer lateral is out of service.

The Contractor will provide personal contact with any home that cannot be reconnected within the time stated in the written notice.

Access restrictions shall be posted 48 hours in advance along the affected construction areas.

10-2.03 Emergency Service Providers Notifications

The Contractor shall furnish the name and phone number of a representative that can be contacted in the event of an emergency. Said information shall be reported to the District, Hidden Valley Lake Association, emergency service providers, and updated as necessary to maintain 24-hour phone access.

10-2.04 Measurement and Payment

Mobilization will be paid for at the contract **lump sum** price, which price shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work required for mobilization including Property Owner Notifications, as specified herein and in Section 9-1.16D of the Standard Specifications and no additional allowance will be made therefor.

10-3 TRAFFIC CONTROL

10-3.01 General

The Contractor shall prepare and submit a Traffic Control Plan to the District Engineer for review and approval at least two (2) calendar weeks prior to commencing construction which will affect existing traffic. The Traffic Control Plan shall depict the details of all proposed lane and/or street closures.

For each closure, the Contractor shall submit a detailed drawing showing placement of delineators, barricades, construction signing, flagmen, etc. and shall indicate the reasons for each closure and the duration of each closure. Access for emergency vehicles shall be allowed whenever necessary.

The Contractor shall cooperate with, and advise as to the current schedule, the Hidden Valley Lake Association and all emergency service providers, forty-eight (48) hours in advance of the start of work on any street.

The Contractor shall submit a Traffic Control Plan and adhere to the Traffic Control Plan as approved by the Engineer.

One-way local access for vehicular traffic shall be provided at all times. Unless otherwise specified by the District Engineer, the full width of traveled way shall be open for use by the public prior to 8:30 AM and after 4 PM, Monday through Friday, all day on Saturday and Sunday, all day on designated legal holidays (unless noted otherwise in the Special Provisions provided for the project), and when construction operations are not actively in progress. (The District Engineer may specify certain conditions on specific aspects of the Traffic Control Plan which may alter the hours of closure from those identified above.) When not in use, all components of the traffic control system shall be removed from the traveled way and shoulder.

Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners. Safe, adequate, continuous and unobstructed pedestrian and vehicular access shall be maintained to residences unless other arrangements satisfactory to the owners have been made. Vehicular access to residential driveways shall be maintained except when necessary construction precludes such access for reasonable periods of time.

If a closure is not reopened to public traffic by the specified time, work shall be suspended in conformance with the provisions in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications. The Contractor shall not make any further closures until the Engineer has accepted a work plan, submitted by the Contractor that will ensure that future closures will be reopened to public traffic at the specified time. The Engineer will have 2 working days to accept or reject the Contractor's proposed work plan. The Contractor will not be entitled to any compensation for the suspension of work resulting from the late reopening of closures.

10-3.02 Construction Area Signs

Construction area signs are required for the direction of public vehicle and pedestrian traffic through or around the work during construction.

Construction area signs shall be furnished, installed, maintained and removed when no longer required in accordance with the provisions in Section 12, "Temporary Traffic Control," of the Standard Specifications and to these Special Provisions. Sections 7-1.03, "Public Conveniences," and 7-1.04, "Public Safety," of the Standard Specifications set forth the Contractor's responsibilities for public convenience and public safety are hereby incorporated in these Special Provisions as if set forth in full and are considered to be part of the contract requirements.

10-3.03 Measurement and Payment

Traffic Control System will be paid for at the contract **lump sum** price, which price shall include full compensation for furnishing all labor (including flagging costs), materials (including signs), Maintaining Traffic, Traffic Control Plan, Construction Area Signs, tools, equipment, and incidentals and for doing all the work involved in placing, removing, storing, maintaining, and moving to new locations, replacing, and disposing of the components of the traffic control system as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer. The total cost of furnishing all flaggers will be borne solely by the Contractor.

10-4 EXISTING FACILITIES

10-4.01 Description

The work performed in connection with various existing highway facilities shall conform to the provisions in Section 15, "Existing Facilities," of the Standard Specifications and these Special Provisions.

10-4.02 Removal of Miscellaneous Items

Various items shown on the Plans to be removed will be completely removed and disposed of.

No separate payment shall be made for the various items to be removed unless specified and listed in the Bid Schedule. Full compensation for conforming to the requirements of this section shall be considered as included in the contract prices paid for the various contract items of work and no additional compensation will be allowed.

10-4.03 Sawcut Pavement

Where no joint exists in concrete or asphalt concrete to be removed and concrete or asphalt concrete to remain in place, the concrete or asphalt concrete shall be cut in neat lines to a minimum depth of 0.17 foot with a power-driven saw before the concrete or asphalt concrete is removed. Where asphalt concrete is removed by grinding, sawcutting of asphalt to remain will not be required if the grinder can achieve a neat line in the asphalt to remain.

Full compensation for sawcutting shall be considered as included in the contract prices paid for the various contract items of work requiring sawcutting and no additional compensation will be allowed.

10-4.04 Remove Concrete

Existing concrete shown on the Plans to be removed shall be completely removed and disposed of in accordance with Section 15-1.03, "Removing Concrete," of the Standard Specifications and these Special Provisions.

Adjacent facilities damaged during concrete removal shall be repaired to a condition satisfactory to the Engineer or shall be removed and replaced if ordered by the Engineer. Repairing or removing and replacing damaged facilities shall be at the Contractor's expense and no additional compensation will be allowed.

Concrete as shown on the Plans to be removed, shall be completely removed and disposed of in accordance with Section 5-1.20B(4) "Contractor-Property Owner Agreement," of the Standard Specifications.

Reinforcing or other steel may be encountered in portions of the concrete. No additional compensation will be allowed for the removal of concrete containing reinforcing or steel.

Full compensation for the cutting, removal and disposal of concrete shall be considered as included in the prices paid for various contract items of work and no additional compensation will be allowed.

10-4.05 Remove Asphalt Concrete and Aggregate Base

Attention is directed to Section 10-12.05 “Trench Excavation, Backfill and Resurfacing” of these Special Provisions for the removal and disposal of asphalt concrete and aggregate base.

10-4.06 Remove & Replace Existing Brick & Mortar Chimney with New Grade Rings

A. Description

Existing manhole brick and mortar chimney shall be removed where shown and per detail on Plans. New concrete grade rings shall be installed per manufacturer’s recommendations. Existing frames and covers, shall be adjusted to grade, complete and in place in accordance with the Plans and these Special Provisions.

Prior to removal of an existing manhole frame, a platform shall be placed in the manhole above the top of the sewer. The platform shall remain in place until all work on the manhole has been completed and the asphalt concrete has been placed around the manhole, all dirt and debris shall be removed.

B. General:

1. All material removed from the project site shall become the property of the Contractor. All waste material and spoils shall be disposed of in accordance with federal, state and local laws, regulations and requirements.
2. The Contractor shall be responsible for recycling all bituminous pavement, concrete and reinforcement.
3. Precautions must be taken to prevent debris from entering the manhole during the entire removal and construction process.

Remove all brick and mortar to the top of the concrete cone. Trimming of manhole cones (tapered section) will not be permitted.

Clean and inspect the top surface of the concrete cone. The surface should be ground smooth and free of bumps and pits that may prevent a good water tight seal. Grind the surface as needed to remove protrusions. Utilize compressed air to blow dust and debris from the surface after grinding. Utilize hydraulic cement, according to manufacturer’s recommendations to fill in depressions.

Existing brick and mortar removed materials shall be completely removed and disposed of in accordance with Section 5-1.20B(4) "Contractor-Property Owner Agreement," of the Standard Specifications. Existing brick and mortar has been approved for disposal on District property. The Contractor shall coordinate with the District for disposal of the brick and mortar.

C. Materials:

1. Concrete Collar- Concrete collars shall be quick set concrete, mixture to be approved by the Engineer.

Concrete used in construction of the concrete collar shall be so proportioned and mixed as to meet a 4,000 psi compression test after 28 days. There shall be a minimum of six sacks of cement per cubic yard of concrete. Aggregate shall be 3/4 inch.

2. Manhole Covers and Frames- The District will provide new (airtight) manhole cover and frame.
3. Manhole Adjusting Rings- All manholes shall utilize concrete grade rings.

D. Execution:

1. All manhole castings shall be adjusted to meet existing elevation.
2. Installation of Concrete Adjusting Grade Rings shall be per manufacturer's recommendations.
3. Clean the concrete cone for top slab with a whisk broom or clean compressed air. Ensure a flat seating surface free of rocks, gravel, blacktop, protruding concrete or debris.
4. Smooth the top of the concrete cone with a chisel or grind the surface as needed to remove protrusions. Utilize compressed air to blow dust and debris from the surface after grinding.
5. Where the top of the concrete cone is very rough, use non-shrink non-shrink grout, according to manufacturer's recommendations, to fill in depressions and smooth the concrete cone. Grinding and grouting shall be done when required to:
 - a) Remove any protrusions over 1/4 inch.
 - b) Make the manhole ring stable without any rocking prior to foaming.
6. Concrete Collars shall be installed to the following:
 - a) No backfilling, except with concrete, will be permitted, except over excavated areas may be filled with CLSM. Seal all sawcut grooves beyond the edge of concrete.

- b) Concrete collars shall be quick set concrete, mixture to be approved by the Engineer.
- c) The surface elevation of the finished concrete shall be per Plans.
- d) Contractor shall let the concrete collar cure for 24 hours prior to traffic loading. Cover manhole with steel plate.

Full compensation for the removal of the existing brick and mortar chimney and replacing with concrete grade rings per Plans shall be considered as included in the prices paid for “Replace 6-inch Sanitary Sewer Main with 6-inch PVC Pipe by Open Cut Construction” and no additional compensation will be allowed.

10-5 CONCRETE DRIVEWAY

10-5.01 General

Section 10-5 includes general specifications for repair of concrete driveways.

10-5.02 Minor Concrete

Concrete driveways shall be constructed in accordance with Section 73, "Concrete Curbs and Sidewalks," of the Standard Specifications, and the details shown on the Plans. Concrete used to construct the driveway shall be minor concrete in accordance with Section 90-2, "Minor Concrete," of the Standard Specifications. The Portland Cement Concrete shall contain no less than 505 pounds of cementitious material per cubic yard and have a minimum compressive strength of 3,000 psi.

Attention is directed to Section 10-1.09, "Protection of Existing Facilities and Property," of these Special Provisions with regard to damage to existing improvements and landscaping.

All soft or spongy subgrade material within sidewalk areas shall be removed and replaced with suitable material as required by the Engineer.

Where new concrete is joining existing concrete, the new concrete shall align and conform to adjacent elevations. New concrete driveway shall be attached with doweling to existing driveway with #3 rebar as shown on the Plans.

10-5.03 Measurement and Payment

Full compensation for installation of concrete driveways shall be considered as included in the prices paid for "Replace 6-inch Sanitary Sewer Main with 6-inch PVC Pipe by Open Cut Construction" and no additional compensation will be allowed.

10-6 AGGREGATE BASE

10-6.01 Description

This work shall consist of furnishing, spreading, and compacting aggregate base in conjunction with backfill for trenches in accordance with the District Standard SB-158, the Standard Specifications, these Special Provisions. Class 2 aggregate base shall be compacted to a minimum of 95% relative compaction under paving and within the HOA right of way, and 90% relative compaction in unpaved areas.

10-6.02 Quality Requirements

Aggregate for Class 2 aggregate base shall conform to the grading requirements for ¾-inch maximum grading, and shall conform to the quality requirements of the Standard Specifications, Section 26.

The minimum sand equivalent shall be 31 for any individual test.

10-6.02 Compacting

Aggregate base compaction shall comply with the District Standard and these additional requirements. The surface of the finished aggregate base shall be firm and unyielding. Any visible movement vertically or horizontally of the aggregate base under the action of construction equipment or other maximum legal axle loads shall be considered as evidence that the aggregate base does not meet this requirement.

Compaction shall commence immediately after spreading of the damp material and before the material has dried sufficiently to allow separation between the fine and coarse particles. If the Engineer determines that the aggregate base has dried excessively before compaction can be achieved, the aggregate base shall be removed and replaced, or moisture conditioned prior to resumption of compaction effort at the Engineer's direction and the Contractor's expense.

10-6.03 Measurement and Payment

Full compensation for aggregate base associated with trench backfill, paving, and any other work shall be considered as included in the prices paid for "Replace 6-inch Sanitary Sewer Main with 6-inch PVC Pipe by Open Cut Construction" and no additional compensation will be allowed.

10-7 ASPHALT CONCRETE

10-7.01 Description

Asphalt concrete improvements shall conform to the following Special Provisions and the Standard Specifications. Where work is performed in the right of way, asphalt concrete improvements and the placing thereof shall conform to these Special Provisions and the District Standards.

Attention is directed to Section 10-3, "Traffic Control" of these Special Provisions.

A minimum of two weeks prior to the placement of any Asphalt Concrete, the Contractor shall notify the Engineer of which asphalt plant will be used to supply the mix. For any job, Asphalt Concrete shall be supplied from a single plant.

10-7.02 Asphalts

Asphalt binder to be mixed with aggregate for Asphalt Concrete surface, leveling or open graded courses shall be liquid asphalt binder shall be PG 64-16 conforming to the latest published provisions in Section 92, "Asphalt Binders," of the Standard Specifications.

Liquid anti-stripping agent (LAS) shall be added to the asphalt binder at a rate of 0.5% by weight of asphalt binder. The LAS shall be AD-here LOF 65-00 or equivalent, and shall be stored, measured, and blended with the asphalt binder in accordance with the anti-stripping agent manufacturer's recommended practice. The LAS can be added at the asphalt plant or at the refinery. When added at the asphalt plant, the equipment shall indicate and record the amount of LAS added. If added at the refinery, the shipping ticket from the refinery shall certify the type and amount of LAS added.

No trucks or other rubber tired construction equipment are allowed on the subgrade at any time. No trucks or other rubber tired construction equipment are allowed on newly placed asphalt concrete base until the day after the asphalt concrete base is placed.

The Contractor shall use asphalt spreading machinery with automated controls. The Contractor shall also furnish a grade setter to insure that the asphalt concrete base and asphalt concrete surface paving conforms to the lines and grades of the plans.

10-7.03 Aggregate

The aggregate grading shall be Type A -1/2" maximum, medium for the asphalt concrete surface course.

The asphalt concrete mixture shall conform to the following requirements:

Minimum tensile strength ratio (TSR) of 70, and a minimum dry tensile strength of 65 pounds per square inch, based on California Test Method 371.

At any time during the first 12 months from the time of placement of the asphalt concrete, the surface shall be visually inspected by the District. If signs of stripping of binder from aggregate or loss of aggregate is apparent, the District shall core the asphalt concrete surface. The core samples shall be tested for TSR. Asphalt concrete with a TSR less than 70 shall be remediated as required by the District.

10-7.04 Tack Coat

A tack coat, Type SS-1, shall be applied to all mating surfaces at conforms to existing pavement and concrete prior to placement of new asphalt concrete, and shall conform to Section 94 “Asphaltic Emulsions” of the Standard Specifications.

10-7.05 Haul Vehicles

Prior to loading Asphalt Concrete, the bed of the haul vehicle shall be clean and free from all soil, sand, gravel and other deleterious substances.

All haul vehicles shall be equipped with tarps which are in working order. Tarps shall be used on haul vehicles unless prior approval is obtained from the Materials Laboratory.

When spraying parting agents in the bed of the haul vehicle, the minimum amount necessary to moisten the surface shall be used. In no instance will the parting agent be allowed to accumulate in the bed of the vehicle.

Sufficient vibratory plates and hand tampers shall be provided to assure their immediate availability when placing asphalt concrete around planters, inside corners, or irregular areas. Torches for heating cold joints or making repairs shall be available during every paving operation. Lack of such hand equipment shall be cause to prevent paving from starting or continuing.

10-7.06 Asphalt Concrete Trench Paving

Asphalt concrete trench paving and the placing thereof shall conform to the requirements of these Special Provisions, the District Standards and the Standard Specifications.

Asphalt thickness and limits for trench paving shall conform to the District Standard SB-158 and per the Plans.

Temporary paving on all trenches shall include 2" hot mix **placed each day** which shall be removed for final reconstruction and paving.

Asphalt thickness for trench paving shall be a minimum of 0.25' or match the existing asphalt concrete thickness.

10-7.06 (A) Spreading Equipment

When trench width is three feet or less, the asphalt concrete used for trench paving may be deposited directly from the haul vehicle into the trench. The asphalt shall then be raked smooth prior to compaction.

10-7.06(B) General Requirements

The Contractor shall provide compaction of backfill and base material as the job progresses, each day. Temporary paving (2" minimum) shall be placed each day over the work, leaving not more than 25 feet unpaved. The balance of the trench shall be covered with resistant steel plates (with a coefficient of friction of 0.35 or greater per CTM342), capable of sustaining normal (H2O) traffic loads without shifting or bouncing, and shall be secured per Caltrans requirements. Temporary A.C. paving shall be placed around all edges of steel plates to provide a smooth transition to existing pavement. The Contractor shall have sufficient steel plates available on-site for immediate use to cover the full balance of unpaved trench.

Permanent trench paving shall not be placed on any roadbed until all utility construction beneath the roadbed has been completed and sewer lines have been tested. The surface course of Asphalt Concrete shall not be placed until final utility connections have been made, unless otherwise permitted by the Engineer.

The Contractor shall provide sufficient manpower and manual compacting equipment to perform all handwork compaction in unison with the initial compaction rolling. If the handwork compaction begins to lag for whatever reason, the Contractor shall cease paving operations until the handwork compaction is caught up with the rest of the paving operation.

Areas of hand work at joints and miscellaneous structures shall match the smooth surface texture of all other areas of the new pavement.

Upon placement of the last lift of Class 2 aggregate base as shown in the District Standard and per the Plans, the Contractor shall cut the edges of pavement in a neat manner to the locations shown.

Finished asphalt trench paving shall be even, smooth riding, and have an appearance that closely matches the surrounding surface, unless prior written approval has been provided by the Engineer.

Trench paving shall be installed in accordance with District Standard SB-158 and meet existing grade.

10-7.07 Measurement and Payment

Full compensation for furnishing and installing temporary trench paving asphalt shall be considered as included in the prices paid for the various contract items of work and no additional allowance will be made therefor.

Asphalt Concrete Trench Paving (Permanent) shall be paid for at the contract price per **ton**, which price shall include full compensation for furnishing all labor, materials, tools, equipment and doing all work involved in placing permanent asphalt concrete trench paving, including tack coat, and removal and disposal of existing asphalt concrete pavement, and no additional allowance will be made therefor. The estimated quantity of Asphalt Concrete Trench Paving (Permanent) is for bidding purposes only. This quantity may be increased, decreased, or eliminated in its entirety based on field condition evaluation by the Engineer, and no adjustment in the contract bid price or other contract items will be made therefor.

In the event of an increase or a decrease in the amount of the Engineer's estimated quantity of Asphalt Concrete Trench Paving (Permanent), such increase or decrease shall not be considered an alteration in excess of the 25 percent of the contract amount of such items under provisions of Section 9-1.06 of the Standard Specifications and no adjustment of the contract price for Asphalt Concrete Trench Paving (Permanent) will be made by reason of such increase or decrease.

10-8 SEWER FLOW CONTROL

10-8.01 General

- A. Flow control of existing sewer flows is required for the method of construction specified. It shall be the Contractor's responsibility to maintain at all times the sewer flows throughout the Project site and from the adjacent properties
- B. To the extent possible, Contractor shall schedule work so that all sewer flow control is performed during dry weather periods. Bypass pumping during rain storms will not be allowed.
- C. Coordinate directly with residents and business to minimize wastewater flows during the scheduled work.
- D. The Contractor may work with residents and businesses to minimize discharge to the sewer and may utilize temporary plugging or flow stoppage from the laterals during the work period if no adverse back up of sewage occurs at connected building, otherwise the Contractor shall actively bypass pump from lateral connections and/or cleanouts.

10-8.02 Submittal

- A. Submit bypass pumping and/or diversion plans for review by the Engineer at least 10 working days prior to the work.
- B. Plan for bypass pumping shall be approved by the Engineer before the Contractor will be allowed to commence bypass pumping.
- C. Notify the Engineer two working days prior to commencing with the bypass pumping operation.
- D. Submit shop drawings that identify the bypass pumping locations and methods with sufficient detail to assure that the work can be accomplished without sewage spill. The bypass pumping plan shall include an emergency response plan to be followed in the event of a failure of the bypass pumping system.

10-8.03 Plugging, Blocking, and Pumping

- A. Provide bypass pumping and/or diversion when required for acceptable completion of the sewer installation. Bypass pumping shall consist of furnishing, installing, and maintaining all power, plugs, primary and standby pumps, appurtenances and bypass piping required to maintain existing flows and services.

- B. Engine generator systems shall be enclosed with a sound attenuated enclosure and shall produce noise emissions less than 60 decibels as measured 60 feet away, if bypass pumping is allowed between the hours of 6 PM and 7 AM.
- C. Bypass pumping shall be done in such a manner as not to damage private or public property or create a nuisance or public menace. The sewage flow control piping shall be completely leak free that is adequately protected from traffic and shall be redirected into the sanitary sewer system. Dumping, leaks or free flow of sewage on private property, gutters, streets, sidewalks, or into storm sewers is prohibited.

10-8.04 Monitoring

- A. Contractor shall provide monitoring of flow levels and pump operation to assure continued operation of bypass pumping.
- B. Take all necessary precautions including constant monitoring of bypass pumping to ensure that no private residences, businesses or school facilities are subjected to a sewage backup or spill.

10-8.05 Damages

The Contractor shall be liable for all cleanup, damages, and resultant fines in the event of a spill, or any damage that may result from the Contractor's negligence, inadequate or improper installation, maintenance and operation of bypassing system including mechanical or electrical failures.

10-8.06 Measurement and Payment

Sewer Flow Control will be measured and paid for at the **lump sum** contract price, which price shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in preparing a sewer bypass plan, installing, maintaining, monitoring, and removing bypass pumping equipment, and for conducting the bypass of all sewer flows required to perform the work in accordance with the Project Specifications, and no additional compensation will be allowed. No additional compensation will be allowed for bypass pumping rates that exceed the flow estimates provided in the Project Plans.

10-9 TRENCH SHORING AND BRACING

10-9.01 General

This section covers the work necessary to furnish all tools, equipment, materials, supplies, and labor for trench shoring and bracing.

The Contractor shall design, furnish, install, and maintain a system of temporary supports, including all bracing and associated items, to retain excavations in a safe manner and to control ground movements.

Trench shoring and bracing shall conform to the provisions in Section 7-1.02K(6)(b), "Excavation Safety," of the Standard Specifications and these Special Provisions.

The Contractor shall obtain any necessary permits from the State of California, Division of Industrial Safety. The Contractor shall pay all costs in connection with said permits and proof of such permits shall be submitted to the Engineer prior to commencing the trench work.

The Contractor shall take all necessary measures to protect the workmen and adjacent areas and structures from the hazards of the trenching or excavation operations

10-9.02 Measurement and Payment

Trench Shoring and Bracing will be measured and paid for on a **lump sum** basis. The lump sum price paid for Trench Bracing and Shoring shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in shoring and bracing as specified in these Special Provisions and shall include the removal and disposal of all material required to accomplish the work.

The adjustment provisions in Section 4-1.05, "Changes and Extra Work," of the Standard Specifications, shall not apply to the item of trench shoring and bracing. Adjustments in compensation for trench shoring and bracing will be made only for increased or decreased trench shoring and bracing required by changes ordered by the Engineer, and will be made on the basis of the cost of the increased or decreased trench shoring and bracing necessary. Such adjustment will be made on a force account basis as provided in Section 9-1.04, "Force Account," of the Standard Specifications for increased work and estimated on the same basis in the case of decreased work.

10-10 SANITARY SEWER REHABILITATION BY CURED-IN-PLACE PIPE LINING

10-10.01 Description

The Contractor shall furnish all labor, equipment and materials necessary to rehabilitate existing gravity flow sewer lines as stated herein by the cured-in-place pipe (CIPP) lining method.

This Contract shall include the preparation of the construction site, including cleaning, flushing and pre-television inspection of sewer mains to be lined; protection of existing conditions during installation work, existing lateral location, identification and marking, infiltration repairs and other point repairs as needed prior to lining, pre-liner and/or liner installation, lateral reinstatement, grouting of lateral reinstatements as required, pipe sealing at manholes, final television inspection and testing as required, and other incidentals as required for the proper installation; protection of the site during the life of the contract, including protection of inspection personnel, warning lights, barricades, and dust control as required; the cleanup of the work site, including maintenance and replacement of features such as paving, curb and gutter, landscaping including hardscapes, if damaged.

When formed, the liner shall extend over the length of each pipe run in a continuous, tight fitting, smooth, hard, strong, chemically inert, and watertight pipe-within-a-pipe closely following the contours of the host pipe. The liner shall be installed using "Trenchless Technology", i.e., no excavation is anticipated to be necessary for this item of work except for that potentially required to gain access at diameter constrained manholes.

The CIPP liner shall be designed assuming a fully deteriorated pipe at each location.

The Contractor is advised that this lining project is required due to the deterioration of the existing sewer lines and shall be prepared to respond to complications due to pipe deterioration and issues associated with obstructions, roots and infiltration.

The Contractor's attention is directed to the Project Plans for clarification of site locations, limitations and work specifics. Although the plans are based on record information, they may not match existing conditions entirely.

This work consists of the cured-in-place (CIPP) lining of various sizes of sanitary sewer main as specified herein and where shown on the Project Plans, and various related items as specified herein. All segments shall be lined from manhole to manhole, unless otherwise shown.

The conditions noted here may not be a complete list or match conditions entirely as they are found in the field. It shall be the Contractor's responsibility to perform a complete review and inspection of each site and pipe to verify existing conditions and to locate all features of each segment to be lined, including footage lengths and pipe diameters, prior to ordering, fabrication or lining.

10-10.02 Quality Assurance

Work performed under this Section shall conform to the Drawings and Specifications and shall comply with all standards, rules and regulations, laws and ordinances of the District and all other authorities having jurisdiction, as amended. That which is necessary to make the work comply with the above requirements shall be provided without additional cost to the District.

10-10.02(A) Eligibility Requirements

The Contractor shall have the following minimum qualifications:

1. **Field Supervisor Experience:** The lining field supervisor (defined as the person who is supervising in the field during all phases of the lining) must have the following experience:
 - a. **CIPP Lining:** Installed at least 3,000 feet of 6-inch CIPP lining in sewer mainlines as part of a lining crew (includes both nonsupervisory and supervisory work).
 - b. **CIPP Lining Project Supervision:** As lining field supervisor, installed CIPP lining in sewer mainlines on at least four different projects, a minimum of two of these projects involving 6-inch diameter pipe.
 - c. **Sewer Lateral “Top Hat” Installation:** As lining field supervisor, installed top hats on at least four different projects, a minimum of two of these projects involving 6-inch diameter pipe.
2. **Technician Experience:** At least one of the crew members must have the following experience:
 - a. **CIPP Lining:** Installed at least 1,500 feet of 6-inch CIPP lining in sewer mainlines as part of a lining crew.
 - b. **Sewer Lateral “Top Hat” Installation:** Installed CIPP top hats in sewer mainlines on at least two different projects involving 6-inch diameter pipe as part of a lining crew.

The final decision to accept or reject the product, manufacturer, and/or installer lies solely with the District. The named Manufacturer, Field Superintendent, CIPP Installer, and Lateral “Top Hat” Installer, must be employed to perform the work, unless changes are specifically authorized by the District.

10-10.02(B) Quality Control

Correction of failed liner or liner pipe deemed unacceptable, as a result of the post video inspection and/or test reports for structural values, thickness, chemical resistance, etc., shall be the responsibility of the Contractor, at no extra cost to the District. Method of correction/repair shall be approved by the District with prior field demonstration, if required.

Once corrections/repairs are completed a new video inspection will be required at the Contractor’s expense.

The finished liner shall be continuous over the entire length of runs (from manhole to Manhole or as shown on Plans) and shall be free from visual defects. The finished liner shall meet or exceed the requirements of this specification.

The Contractor shall televise the pipe after the liner has been installed, all laterals have been reinstated, all sewer reconnections have been made, and manhole work has been completed as necessary. The original television inspection video tape shall be provided to the Engineer. The Contractor shall repair all damage found during the reviewing of these final TV inspection video tapes. Damage shall be defined as any leaks, cracks, loose joints, visual defects, and other defects which in the opinion of the Engineer are not acceptable and would impair the serviceability of the new piping system.

10-10.02(C) Warranty

All materials and work supplied under this section shall be warranted for a period of two years by the manufacturer and the Contractor. Warranty period shall commence upon written notice of completion by the District. The materials shall be warranted to be free from defects in workmanship, design, and materials. If the materials should fail during the warranty period, it shall be replaced or restored to service at no expense to the District.

10-10.03 Submittals

After award of the Contract and before any sewer system materials are delivered to the job site, the Contractor shall submit to the Engineer a complete list of all materials proposed to be furnished and installed. The Contractor shall not permit any sewer lining component to be brought onto the job site until the following has been reviewed and approved by the Engineer:

1. Contractor Eligibility Requirements per Special Provisions Section 10-10.02(A).
2. Information on all CIPP materials, liner thickness, and resins.
3. Pre-liner description, pre-liner splicing recommendations, and identification of supplier as required.
4. Certificate of Compliance from the Manufacturer certifying compliance with the applicable specifications and standards. The manufacturing date of lining materials shall be included in the certification. The batch number of the resin to be used shall also be included in this submittal. Certification shall be signed by an authorized agent of the manufacturer.
5. Technical data sheets from resin manufacturer. Technical data sheets to include quality control values for viscosity and gel time. Technical data sheets also to include average values for flexural modulus, flexural strength.
6. Certified copies of quality control resin batch test reports. Report to include measured values for viscosity and gel time.
7. Manufacturer's installation instructions and product data.
8. RESIN:
 - a. FOR HEAT CURE RESIN: The proposed heating equipment and boiler management operational safety systems for use with the cure process of CIPP along with proof of ownership or executed lease agreements that cover the

duration of the contract term. A list of certified boiler technicians approved as operators by the manufacturer or an independent testing agency.

- b. FOR LIGHT CURE RESIN: Technical information on the proposed light cure system equipment.
9. Thermocouple sensors and cable that will allow for temperature to be measured at least every twenty (20) feet along liner during the curing process.
10. Certification from the manufacturer that the resin/catalyst and tube material complies with the required application, meets the intended service condition and the physical requirements set forth in this specification.
11. Methods, materials, equipment, and procedures to stop existing infiltration into the host pipe prior to lining.
12. Methods, materials, equipment, and procedures to seal annular space between the CIPP and the existing pipe at the manholes (also referred to as the “end seal”) and at all internally reinstated services connections. End seals are required at every manhole including the manholes that are lined through. If a different product is used at manholes that are lined through, submit information on this product also.
13. Sampling procedures and locations for obtaining representative samples of the finished liner.
14. Literature and background information on the independent third party testing laboratory proposed for testing the physical properties of the installed pipe.
15. Spill Contingency Plan outlining the steps the contractor will take and the equipment that will be used in the event of a sewage spill during bypass activities.

10-10.04 Product Handling

Liner pipes shall be properly stored and handled to prevent damage in accordance with the manufacturer’s recommendations and as approved by the Engineer. Damage includes, but is not limited to, gouging, abrasion, flattening, cutting, puncturing, or ultraviolet (UV) degradation. All damaged materials and pipe rejected by the Engineer shall be promptly removed from the project site at the Contractor’s expense and disposed of in accordance with current applicable regulations.

Protection: The Contractor shall use all means necessary to protect sewer lining materials before, during and after installation and to protect the installed work and materials of all other trades.

Replacement: In the event of damage, the Contractor shall immediately make all repairs and/or replacements necessary to the satisfaction of the Engineer, at no additional cost to the District.

10-10.05 Cured-In-Place Pipe Lining Materials

The liner pipe material shall be designed for use in gravity sanitary sewers and shall be in strict conformance with all applicable sections of ASTM F1216 specifications. All materials and

procedures used in the cured-in-place pipe rehabilitation process shall be equal to or exceed the manufacturer's standards.

Pre-liner Tube: Contractor shall use a pre-liner tube sized to fit host pipe in areas where active infiltration is present. Pre-liner tube must be composed of 3-ply laminate sheet combining two layers of polyethylene film and high strength nylon cord grid formed into a tube sized to fit host pipe and must be continuous for the entire length of host pipe.

Liner Tube: The tube shall be fabricated to meet the requirements of ASTM F1216 or ASTM F1743, Section 5 and the performance requirements as specified herein. The tube shall be constructed to withstand installation pressures, have sufficient strength to bridge missing pipe, and be capable of stretching to fit irregular pipe sections. Two different types of systems shall be considered for CIPP: Fiber Felt Tube System or Fiberglass Mat System or approved equivalent. The Engineer shall make any determination of equivalency after being presented with relevant documentation published by the manufacturer of proposed substitution materials.

- a. The tube shall have a uniform thickness that when compressed at installation pressures will meet or exceed the Design thickness.
- b. The tube shall be free of tears, holes, cuts, foreign materials, abrasions or other defects and will be subject to inspection by the District.
- c. Contractor shall determine the minimum tube length necessary to effectively span the designated run between manholes, unless otherwise specified. Contractor shall field verify the lengths in the field prior to impregnation of the tube with resin, to insure that the tube will have sufficient length to extend the entire length of run.
- d. The minimum length of the flexible tube shall have allowance for proper stretching or shrinkage due to pressure or expansion.
- e. Due to corrosion or pipe defects, the existing pipes may have an irregular shape. Before ordering the liner materials, the Contractor shall measure the inside diameter of the existing pipelines in the field so that the liner tube can be custom fabricated to be installed in a tight-fitted condition in the existing pipes. The liner tube shall be sized so as to stretch to fit irregular pipe sections and negotiate bends.
- f. The tube shall be homogeneous across the entire wall thickness containing no intermediate or encapsulated elastomeric layers. No material shall be included in the tube that may cause delamination in the cured CIPP. No dry or unsaturated layers shall be evident. It shall not be possible to separate any layers with a probe or knife blade such that the layers separate cleanly or the probe or knife blade moves freely between the layers.
- g. The outside of the tube shall be marked for distance at regular intervals along its entire length, not to exceed 5 ft. Such markings shall include the Manufacturers name or identifying symbol.
- h. Fiber Felt Tube System
 1. The felt tube shall be a sewn thermoplastic polyester or acrylic tube consisting of one or more layers of flexible needled felt or an equivalent woven and/or non-woven

material capable of carrying resin, and with sufficient needling and crosslapping and strength to withstand the installation pressures and curing temperatures. The felt tube to be furnished shall be compatible with the resin and catalyst systems to be utilized.

2. The finished lining shall consist of an inner polyurethane and an outer polyester felt layer (or layers) impregnated with a thermosetting resin and fabricated to fit tight against the existing pipe wall. An allowance shall be made for circumferential stretching during inversion.
3. The tube shall be sewn to a size that when installed will tightly fit the internal circumference and length of the original pipe. Allowance should be made for circumferential stretching during inversion. Overlapped layers of felt in longitudinal seams that cause lumps in the final product shall not be utilized.
4. The outside layer of the tube (before wetout) shall be coated with an impermeable, flexible membrane that will contain the resin and facilitate monitoring of resin saturation during the resin impregnation (wetout) procedure.
5. Seams in the tube shall be stronger than the non-seamed felt.

OR

i. Fiberglass Mat System

1. The tube shall be composed of a high strength, fiberglass mat system capable of retaining resin, contained within a system of polyethylene film. The tube shall have sufficient needling and cross lapping to yield a minimum burst strength of 800 pounds per square inch in transverse directions (hoop stress), and strength to withstand the installation pressures and curing temperatures. The tube shall be free from tears, holes cuts, foreign materials and other defects, and will be subject to inspection by the District.

End Seals: The manhole connection shall be sealed with a compression hydrophilic end seal gasket compatible with the installed CIPP liner. When the hydrophilic gasket comes in contact with water it must swell to create a 360 degree compression seal between the host pipe and the newly installed CIPP liner at the manhole connection. The swelling that occurs to create the seal between the liner and the host pipe shall not in any way deform the liner in such a manner that, in the opinion of the Engineer, an obstruction in the flow is created.

End Seals shall be Insignia End Seal Sleeves or an approved equivalent. End Seals shall be installed in accordance with the Manufacturer's recommendations.

Top Hats: Top Hats shall be compatible with liner system and installed to seal each lateral connection to a CIPP-lined sewer main. Top Hats shall have one-piece construction designed such that:

- A. When expanded shall tightly fit both "T" and "Y" connections at interface between mainline and lateral pipe.
- B. Shall provide a minimum of a 3-inch overlap inside the mainline and shall extend inside the lateral pipe a minimum of 10 inches.

C. Designed for either “T” or “Y” fittings and able to accommodate either condition without wrinkles or folds when installed.

D. Provide a watertight connection between service connection and mainline.

Top Hats shall be by AMerik Supplies, Inc., TOP HAT System, or approved equal.

Resin/Catalyst: The resin system shall be a corrosion resistant polyester, vinyl ester, or epoxy and catalyst system that when properly cured within the tube composite meets the requirements of ASTM F1216 and ASTM F1743, the physical properties herein, and those which are to be utilized in the Design of the CIPP for this project. The resin shall produce CIPP which will comply with the structural and chemical resistance requirements of this specification.

- a. The resin used shall be resistant to abrasion from solids, grit, and sand and be compatible with the rehabilitation process used, and designed for a wastewater environment. The resin shall be able to cure in the presence or absence of water, and the initiation temperature for cure shall be as recommended by the resin manufacturer and approved by the Engineer. The resin shall have sufficient properties to obtain non-draining characteristics when impregnated into the fiber fabric.
- b. The Engineer shall also be informed in advance, for verification and inspection of the resin material at the "wet out" of the tube. The inspection shall be at the discretion of the Engineer, which shall not relieve the Contractor of his responsibilities. The wet-out procedure shall utilize the resin and catalyst in sufficient quantities to ensure complete impregnation of the liner and provide the properties specified herein.
- c. If resin enhancers are used, the Contractor shall provide testing data to indicate that the enhanced resins meet the requirements for the project. The Engineer can disallow the use of enhancers at no additional cost to the District.
- d. The catalyst system shall be compatible with the resin and other materials to be utilized in the rehabilitation process. Quantity and type of catalyst shall be selected based on the curing conditions and recommendations of the resin manufacturer.
- e. The chemical resistance of the resin system selected shall have been tested by the resin manufacturer in accordance with ASTM C 581. Exposure to the chemical solution listed below shall result in a loss of not more than twenty percent of the initial physical properties when tested in accordance with ASTM C 581 for a period of not less than one year.

CHEMICAL SOLUTION	CONCENTRATION, %
Tap Water (pH 6-9)	100
Nitric Acid	5
Phosphoric Acid	10
Sulfuric Acid	10
Gasoline	100
Vegetable Oil	100
Detergent	0.1
Soap	0.1

- f. The resin system shall be manufactured by a company selected by the CIPP supplier. Only polyester and vinyl ester resins complying with the following requirements shall be used.
1. Polyester Resin. A resin created by reaction products between isophthalic/terathalic acid, maleic anhydride, and a glycol characterized by reactive unsaturation located along the molecular chain. This resin is compounded with a reactive styrene monomer and reacted together with initiators/promoters to produce cross-linked copolymer matrices.
 2. Vinyl Ester Resin. A resin created by reaction products of epoxy resins with methacrylic acid and characterized by reactive unsaturation located in terminal positions of the molecular chain. This resin is compounded with a reactive styrene monomer and reacted together with initiators/promoters to produce cross-linked copolymer matrices.
- g. The initiation temperature or UV exposure intensity and duration for cure shall be as recommended by the resin manufacturer. Temperature monitoring devices shall be installed at all exposed portions of the pipe (beginning and end of run) for each inversion or run of installed liner pipe between the host pipe and the CIPP liner. The resin shall have sufficient thixotropic properties to obtain non-draining characteristics when impregnated into the fiber fabric.
- h. The catalyst system shall be compatible with the resin and other materials to be utilized in the rehabilitation process. Quantity and type of catalyst shall be selected based on the curing conditions and recommendations of the resin manufacturer.
- i. The wet-out procedure for the tube shall utilize the resin and catalyst in sufficient quantities to ensure complete impregnation of the liner and provide the properties as specified in this Specification.

CIPP Liner Design Thickness: Contractor shall specify the CIPP Liner Design Thickness that meets the requirements of Section 10-10.06 and meets all other requirements and assumptions stated in this Section.

10-10.06 Finished and Cured Liner Properties

1. Minimum service life of 50 years.
2. The layers of the cured CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or the probe or knife blade moves freely between the layers. If separation of the layers occurs during testing of field samples, new samples will be cut from the work. Any reoccurrence may cause rejection of the work.
3. The finished cured-in-place pipe liner shall fit tightly and neatly against the existing pipe walls.
4. The liner shall be fabricated from materials which, when cured, will be suitable for continuous service in sewerage environments containing hydrogen sulfide, carbon monoxide, carbon dioxide, methane, dilute (10%) sulfuric acid at an average wastewater temperature of 80°F, dilute (10%) phosphoric acid, petroleum hydrocarbons, gasoline, vegetable oil, tap water (pH 6.5 - 9), up to 1 hour per day exposure to 5 percent sodium hydroxide up to a pH of 11, moisture saturation, and external exposure to soil bacteria and chemical attack which may be due to materials in the surrounding ground or sewage within.
5. The physical properties of the cured liner shall meet the minimum chemical resistance requirements of ASTM F1216, shall conform to the structural standards as listed in Section 76-2.01 D, and with the minimum standard physical properties as follows:

MINIMUM PHYSICAL PROPERTIES

PROPERTY	REFERENCE	MINIMUM VALUE	
		Short Term	Long Term
Wall Thickness	ASTM D 2122	As calculated	N/A
Flexural Strength	ASTM D 790	4,500 psi (polyester) 5,000 psi (vinyl ester)	N/A
Flexural Modulus of Elasticity	ASTM D 790	250,000 psi (polyester) 300,000 psi (vinyl ester)	125,000 psi (polyester) 150,000 psi (vinyl ester)

6. Liner shall be homogeneous throughout and free of:
 - a. Serious abrasion, cutting, or gouging of the outside surface extending to more than 10 percent of the wall thickness in depth.
 - b. Cracks
 - c. Kinking (generally due to excessive or abrupt bending)
 - d. Flattening
 - e. Holes
 - f. Blisters
 - g. Other injurious defects

7. Liner shall be uniform in color, opacity, density, and other physical properties. Any lining not meeting these criteria shall be repaired to the satisfaction of the Engineer or rejected at the Engineer's option.
8. Liner Color: Liner shall conform to the following:
 - a. Inside: The interior of the liner shall be light in color. Light blue is acceptable.
 - d. Sewer Lateral Liner: Existing sewer laterals connecting to main pipelines to be CIPP lined shall be lined with T-Liner where called out on Project Plans. Product shall conform to ASTM F2561-11.

10-10.07 Execution

This section is intended to provide the Contractor with general guidance on the methods to be used to install the sewer pipe using the CIPP liner method. Nothing contained herein shall relieve the Contractor from completing the pipe rehabilitation in the most feasible, efficient and safe manner, using required materials to the lines and grades shown on the plans and to the requirements of these specifications.

10-10.07(A) Existing Conditions

Site Review: Prior to ordering any lining materials, fabrication of any lining materials, the commencement of bypass pumping operations, or the commencement of lining any pipes, the contractor shall perform a site review and CCTV video inspection per Special Provisions Section 10-12, and measure the internal diameter of the existing pipeline to verify existing field conditions prior to lining.

Contractor shall confirm that the liner shall be fabricated to a size which, when installed, will neatly fit the internal circumference of the conduit shown on the Plans. Allowance for circumference expansion during installation shall be made.

Contractor shall verify that the sewer line shall be installed in strict accordance with all pertinent codes and regulations, the original design, the referenced standards and the manufacturer's recommendations.

Discrepancies: In the event of discrepancy, the Contractor shall immediately notify the Engineer. The Contractor shall not proceed with the installation in areas of discrepancy until all such discrepancies have been fully resolved with the Engineer and noted in that day's log.

Field Measurements: The Contractor shall make all necessary measurements in the field to ensure precise fit of items in accordance with the drawings.

10-10.07(B) Preparation

The following installation procedures shall be adhered to unless otherwise approved by the Engineer.

Safety: The Contractor shall carry out his operations in strict accordance with all OSHA and manufacturer's safety requirements. Particular attention is drawn to those safety requirements working with hazardous/combustible materials, scaffolding and entering confined spaces.

Cleaning of Sewer Line: Prior to pipe rehabilitation and after the bypass system has been set up, the Contractor shall perform an initial sewer cleaning of all debris, roots and other materials that would prevent the proper installation of the liner. Several passes, if necessary, with a piece of high-pressure jet cleaning equipment shall be performed until all debris is removed from the pipe. If roots are present, root cutters or mechanical brushes shall be attached to the jet nozzle and sent through the line to remove all root intrusions. All spoils removed from the pipe shall be properly disposed of by the Contractor at the District's Wastewater Treatment Plant.

Inspection of Pipelines: After bypass pumping has been set up, the Contractor shall provide experienced personnel trained in locating breaks, obstacles and service connections by closed circuit color television. The interior of the pipelines shall be carefully inspected to determine the location of any condition which may prevent the proper installation of the liner into the pipeline. It shall be verified in writing to the District so that these conditions can be corrected. A DVD and suitable legible log shall be kept for later reference by the District. See Section 10-12 of these Special Provisions.

Bypassing flow: See Section 10-8 of these Special Provisions.

Line Obstruction: It shall be the responsibility of the Contractor to clear the line of obstructions or collapsed pipe that will prevent the insertion of the liner or closed circuit television camera. If inspection reveals an obstruction that cannot be removed by conventional sewer cleaning equipment or by remotely performed point repair methods acceptable to the Engineer, then the Contractor shall make a point repair excavation to uncover and remove or repair the obstruction. Before any point repair excavation is pursued, the Contractor shall give the Engineer three (3) working days notice. Point repair excavation shall proceed only with the Engineer's written authorization.

Protruding laterals shall be removed either internally with a hydro jet cutter or by external point repair. The District may direct additional point repair and obstruction removal based on the pre-installation television inspection above. Point repairs and obstruction removal directed by the District will be paid for as extra work.

Manhole Protection: The Contractor shall protect the manholes to withstand forces generated by equipment, water or air pressure used while inserting the liner. The Contractor shall be fully responsible for any damages to existing utilities caused by the Contractor's operations.

Lateral Connections: The Contractor shall be responsible for confirming the locations of all lateral connections prior to installing the pipe liner. The Contractor shall make every effort to maintain active sewer connections throughout the duration of the project. In the event that a service will be temporarily out of service, the contractor shall notify all affected properties whose service lateral will be affected per Section 10-2.02, "Owner Notification".

10-10.07(C) Delivery, Storage, and Handling

If the flexible tube is impregnated with resin at the factory, it shall be transported, installed, and cured before expiration of the shelf life.

Impregnated tube shall be stored and transported under refrigerated, ultraviolet light-free conditions. Light-cure CIPP shall be transported in a manner that does not allow for premature curing before installation is performed.

No cuts, tears, or abrasions shall occur during handling. The Engineer may inspect the tube before it is placed into the host pipe.

10-10.07(D) Installation

1. The Contractor shall be an approved manufacturer's licensed installer of the proposed pipe liner system.
2. The liner shall be installed through the existing manholes, in accordance with the manufacturer's recommendations and procedures. The finished pipe on mainline reaches shall be continuous over the entire length between manholes as shown on the Project Plans, and be as free as commercially practical from visual defects such as foreign inclusions and pin holes. The ends of the pipe lining shall be cut flush at the outlet point in the manhole by using a rotary cutter, and the ends shall be sealed to the rehabilitated pipeline. The sealing material shall be compatible with the pipe liner pipe and shall provide a watertight seal.
3. CIPP installation shall be in accordance with ASTM F1216, Section 7, or ASTM F1743, Section 6, with modifications as outlined in this specification.

10-11.07(E) Pre-liner Installation (as required)

A preliner tube will be installed in every segment where infiltration (weeper or greater) is observed during the pre-lining CCTV inspection. Preliner tubes complying with these Special Provisions must be used to protect against uncontrolled infiltration and to control resin loss, liner thickness, and prevent blocked laterals. For long segments, several sections of preliner tube may be spliced together under preliner manufacturer's recommendations to form a tube of adequate length.

If the Contractor fails to install the required preliner tube over the entire segment as required by the Engineer (regardless of physical tests and thickness test results), he must remove the CIPP from the host pipe and dispose of it at his own cost.

10-10.07(F) Preparation and Protection of Existing Facilities

The outside diameter of the tube being inserted shall be properly sized to allow for expansion so that the CIPP liner can fit tightly against the host pipe. The tube shall be installed through the existing manholes, in accordance with the manufacturer's recommendations and procedures. The

Contractor shall protect the manholes to withstand forces generated by equipment, water, or air pressures used while installing the tube.

The Contractor shall protect all existing landscaping, roadways, piping, and any other existing feature of the work area from damage. Any and all required repairs will be made by the Contractor at no additional cost to the District.

The Contractor shall provide insulation protection from boiler hoses. In particular, where boiler hoses are in contact with grass or other landscaping the hoses shall be insulated, elevated, or separated in a manner such that the vegetation will not be damaged by the heat.

10-10.07(G) Wet Out

Wet out shall be done off-site with the fully impregnated liner trucked to the site. Contractor shall comply with all District and County road ordinances and requirements related to roadway maximum bearing capacity and weight limits.

The fiber-felt tube shall be fully impregnated with resin by vacuum. The resin and catalyst systems that are compatible with the requirements of the method shall be used. The quantity of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube with additional allowance for polymerization shrinkage and the loss of resin through cracks and irregularities in the original pipe wall.

The impregnated liner bag shall be transported to and stored at the site as needed and stored in such a manner that it will not be damaged, exposed to heat and/or direct sunlight, or result in any public safety hazard. All materials shall be subject to inspection and review prior to installation. The impregnated liner bag must be installed prior to exceeding the resin pot life.

10-10.07(H) Installation of Temperature Measuring Sensors

Temperature monitoring devices shall be installed at all exposed portions of the pipe (beginning of run, end of run, and intermediate manholes) for each inversion or run of installed liner pipe between the host pipe and the CIPP liner.

10-10.07(I) Liner Insertion

The impregnated tube shall be inserted through an existing manhole or other access approved by the Engineer by means of the installation process. The application of hydrostatic head, compressed air, or other means shall fully extend the tube to the next designated manhole or termination point and inflate and firmly adhere the liner to the pipe wall.

The liner shall be installed at a rate less than 10 feet per minute at all times.

Where water is used for the liner installation method, the Contractor is responsible for obtaining and paying for the water used.

10-10.07(J) Curing

After placement is completed, a suitable heat source and distribution equipment shall be provided. The equipment shall be capable of circulating hot water, air, and/or steam throughout the section by means of a pre-strung hose which has been perforated in accordance with the manufacturer's recommendations or other methods acceptable by the Engineer to raise the temperature uniformly above the temperature required to affect a resin cure. This temperature shall be determined by the manufacturer based on the resin/catalyst system employed. The curing of the CIPP must take into account the existing pipe material, the resin system, and the ground conditions (temperature, moisture level, and thermal conductivity of the soil). Where water is used for the liner curing method, the Contractor is responsible for obtaining and paying for the water used.

The heat source piping shall be fitted with continuous monitoring thermocouples to gauge the temperature of the incoming and outgoing water, steam, and/or air supply. Water, steam, or air temperature during the cure period shall meet the requirements of the resin manufacturer as measured at the heat source inflow and outflow return lines. At the direction of the Engineer, the Contractor shall provide standby equipment to maintain the heat source supply. The temperature during the cure shall be in accordance with the manufacturer's recommendation.

The initial cure shall be deemed to be completed when inspection of the exposed portions of the CIPP appear hard and sound and the remote temperature sensors indicate that an exotherm has occurred. The cure period shall be of duration recommended by the resin manufacturer during which time the recirculation of the water and cycling of the heat exchanger continuously maintain the required temperature.

Temperature shall be maintained during the curing period as recommended by the resin manufacturer, and shall follow the heating schedule supplied by the manufacturer and reviewed by the Engineer. During the cure process, the Contractor shall keep logs, charts, and/or graphs of the liner temperatures at the specified locations to insure that proper temperatures and cure times have been achieved. The documents may be required by the District at any time during and after the cure process.

10-10.07(K) Cool Down

The hardened CIPP shall be cooled to a temperature below 100 degrees F before relieving the static head or pressure in the lined pipe and returning normal flow back into the system. The cool down may be accomplished by introducing cool water into the CIPP. Cool down shall be at a uniform and steadily declining rate. Care shall be taken in the release of the static head or pressure so that a vacuum will not develop which could damage the newly installed CIPP.

At the manhole walls, an end-seal shall be applied per Special Provisions Section 10-10.09 and in accordance with manufacturer specifications and approved by the Engineer.

10-10.07(L) Finished Pipe

The finished product shall be continuous over the length of the pipe reconstructed and be free from dry spots, delamination, and lifts. If these conditions are present, the Contractor shall remove and replace the CIPP at his own expense.

The Contractor shall install the liners to provide a smooth interior surface that is wrinkle free. No circumferential wrinkles, wrinkles greater than one-half inch in height, or wrinkles pointing against flow direction shall be allowed. If wrinkles are detected in the installed liner, the Contractor shall provide photographs and dimensions of the wrinkle including height and direction. The Engineer will determine on a case by case basis if replacement or repair of the CIPP liner is required. If replacement and/or repair are deemed necessary by the Engineer, the Contractor shall complete the repair or replacement at his own cost.

10-10.08 Reinstate Sewer Laterals and Install Top Hats to CIPP-Lined Sewer Main

Internal reinstatement of lateral after sewer main lining shall be accomplished using a pivot-head CCTV camera to locate the service connection from inside the lined sewer main pipe and a remote cutting tool for cutting a hole matching the lateral connection configuration and diameter. Contractor shall provide a nearly full-diameter hole, free from burrs or projections and with a smooth and crack-free edge. The hole shall be 95 percent minimum and 100 percent maximum of the original lateral connection diameter. The invert of the sewer lateral connection reinstatement opening shall match the invert of the existing sewer lateral. All edges of the reinstatement opening shall be smooth. Other remote methods will require submittal for approval by the Engineer.

Top Hat Installation: Each active lateral to be reinstated shall have a top hat installed in accordance the manufacturer's instruction. Laterals that have been previously capped on the existing sewer main shall not be reinstated after installation of the CIPP.

The top hat shall be completely installed via remote device without excavation. The interface seal between the lateral liner and the mainline sewer pipe shall be compatible with the mainline liner and the lateral pipe.

The top hat shall be properly expanded to tightly fit the lateral interface. A full protocol for time and temperature shall be completed and documented for the proper curing of the seal.

10-10.09 Sealing Liner at Manholes

The beginning and end of the CIPP shall be cut flush at the inlet and outlet points in the manhole, or to the rim of a cleanout, and the ends shall be permanently sealed to the rehabilitated pipeline to prevent any infiltration between the CIPP and the host pipe, this shall also include the springline of the manhole base where the lining is to be cut out when the CIPP lining passes through the manhole.

The manhole connection shall be sealed with a compression hydrophilic end seal gasket compatible with the installed CIPP liner. When the hydrophilic gasket comes in contact with

water it must swell to create a 360 degree compression seal between the host pipe and the newly installed CIPP liner at the manhole connection. The swelling that occurs to create the seal between the liner and the host pipe shall not in any way deform the liner in such a manner that, in the opinion of the Engineer, an obstruction in the flow is created. End Seals shall be installed in accordance with the Manufacturer's recommendations. Due to potential inconsistencies during the application of chemical grout, hydrophilic caulks or hydrophilic paste, these sealing methods shall not be considered an acceptable alternative.

10-10.10 Restore Manhole Bottom and Invert

If, due to a broken or offset pipe at the manhole wall, the liner fails to make a tight seal, the Contractor shall apply a seal at that point. The seal shall be a resin mixture compatible with the liner material. The cost for furnishing all labor, materials, tools, equipment and incidentals, and for doing all work involved in providing a water tight seal between the liner and the manhole shall be considered as included in the contract prices paid for sanitary sewer main pipe liner installation and no additional compensation will be allowed therefore.

10-10.11 CCTV Inspection of Completed Work

Submit to the Engineer a color CCTV video showing completed work (electronic format) in accordance with Section 10-12, "Closed-Circuit Television Inspection" of these Special Provisions.

Correction of failed CIPP or CIPP deemed defective by the Engineer from post-installation television inspection shall be repaired at no extra cost to the District. Method of repair, which may require field or workshop demonstration, shall be approved by the Engineer.

If the liner fails to install properly, the Contractor shall remove the failed liner and replace it with a new liner. This work shall be performed at the Contractors expense without additional cost to the District. The new liner shall also meet the testing requirements as specified herein.

Any defects which will affect, in the foreseeable future or warranty period, the integrity or strength of the liner shall be repaired at the Contractor's expense. Allowance shall be given for the excess pipe when the cross-sectional area has been reduced due to offset joints, partial collapse, out-of-round sections, etc.

10-10.11 Testing of Sewers

Testing of all sewers rehabilitated by CIPP lining will be conducted in accordance with Section 10-13, "Sanitary Sewer Testing" of these Special Provisions.

10-10.12 Repair Procedures

The Engineer must accept the Contractor's repair plan before he makes any repair. Repair plan must include information adequate to describe repair methods in the same way as described in

pre-installation information submittal. The Contractor may use the following repair methods or submit his own repair method for review and approval by the Engineer:

1. If concentrated ridges fall outside the 120-degree invert arc and the Contractor demonstrates that grinding does not compromise CIPP structural integrity or reduce CIPP thickness below submitted calculated minimum thickness, he may grind concentrated ridges to required tolerance. After grinding to required tolerance, coat the ground area with manufacturer's approved resin. At the end of each work day dispose of any residue generated from grinding.
2. If the Engineer approves, Contractor may make internal spot repairs to CIPP. Internal spot repairs may be made using the approved fabric and resins compatible with CIPP to restore strength and integrity.
3. If CIPP does not fit tightly against host pipe at termination point, fill space between CIPP and host pipe with any of these:
 - a. Quick-set epoxy mortar
 - b. High viscosity epoxy
 - c. Hydrophilic vulcanized expansive rubber strip
4. If the Engineer orders, the Contractor must use repair methods in Table 2 at his own expense:

Table 2

Defect	Repair Method
Wrinkles or ridges exceeding 5% and up to 8% of pipe diameter outside of 120 degree invert arc. Wrinkles or ridges exceeding 2% and up to 8% of pipe diameter inside of 120 degree invert arc (except corrugations in CMP).	Grind to required tolerance. Grind to required tolerance within the lower 120 degrees of pipe to remove and point repair where needed to maintain minimum thickness, or else use procedure in accepted repair plan. If wrinkles or ridges exceed 8% of pipe diameter, you must remove CIPP.
Holes, tears, soft spots, and lifts up to 6 inches in major dimension. Delaminated areas up to 12 inches in major dimension; blistering or bubbling of the coating on CIPP surface present over a maximum of 5% of surface area.	Make point repair under manufacturer's recommendations. If defect covers a larger area, you must remove CIPP.
CIPP thickness less than calculated minimum thickness.	You must remove CIPP. If groundwater conditions allow, you may install a second CIPP within the first CIPP that produces a similar dimension ratio to the first CIPP, or else use procedure in accepted repair plan.
Annular space at lateral connection or at end of CIPP or infiltration at lateral opening.	Seal with quick-set epoxy mortar, high viscosity epoxy or a hydrophilic vulcanized expansive rubber strip.

10-10.13 Measurement and Payment

Rehabilitate 6-inch Sanitary Sewer Main by CIPP will be measured from inside of structure to inside of structure or existing main connection point.

Rehabilitate 6-inch Sanitary Sewer Main by CIPP will be paid for at the contract price **per lineal foot**, which price shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in sewer rehabilitation by liner including: installation of liner and pre-liner, cleaning, obstruction removal, CCTV inspection, bypass pumping, testing and no additional compensation will be allowed.

Reinstate Lateral and Install Cured-in-Place Top Hat will be measured and paid for at the contract price **each**, which price shall include full compensation for furnishing all labor, materials, tools and equipment and doing all the work involved in reinstating existing active sewer laterals and installing top hats, including:

- all efforts required to locate laterals and verify whether active or non-active,
- reinstating each active lateral connection,
- installation of top-hat seal at each active lateral connection,
- protection of the pipe from damage during other phases of the work,

and any other items necessary to place the laterals not specifically enumerated in the Plans or these Specifications, and no additional compensation will be allowed.

CIPP Pre-Liner will be measured and paid for at the contract **per lineal foot**, which price shall include full compensation for furnishing all labor, material, tools and equipment and incidentals, and for doing all the work involved in the installation of the pre-liner as specified in these Special Provisions, and as directed by the District Engineer and no additional compensation will be allowed.

The estimated quantity of **Pre-liner** is for bidding purposes only. This quantity may be increased, decreased or eliminated in its entirety based on field conditions. In the event of an increase or a decrease in the amount of the Engineer's Estimated quantity of Pre-liner, such increase or decrease shall not be considered an alteration in excess of the 25 percent of the contract amount of such items under provisions of Sections 4-1.05 and 9-1.06 of the Standard Specifications and no adjustment of the contract price for Pre-liner will be made by reason of such increase or decrease.

10-11 SANITARY SEWER REPLACEMENT BY OPEN-CUT METHOD

10-11.01 General

This section includes sanitary sewer mains to be replaced by open-cut construction. Sanitary sewer main and related appurtenances shall be constructed as shown on the Plans in accordance with the District Standards and these Special Provisions.

The Contractor shall promptly remove and properly dispose of all water from any source entering the trench excavations. The Contractor's attention is directed to the Section 10-12.05 "Trench Excavation, Backfill and Resurfacing" of these Special Provisions.

The Contractor's attention is directed to Section 10-9, "Trench Shoring and Bracing" of these Special Provisions.

The Contractor shall provide a closed-circuit television (CCTV) inspection and pressure testing of the new sewer mains prior to acceptance of the project. The Contractor's attention is directed to Section 10-13, "Closed-Circuit Television Inspection" and Section 10-14 "Testing of Sewer Systems" of these Special Provisions.

The Contractor shall furnish all equipment necessary to install and inspect pipe installation. Proper implements, tools and facilities satisfactory to the District shall be provided and used by the Contractor for safe, convenient and workmanlike prosecution of the work.

10-11.02 Pipe Materials

Sewer main for conventional open trench construction shall be Polyvinyl Chloride (PVC) SDR 26 pipe conforming to ASTM D3034. Pipe shall have bell and spigot joints conforming to ASTM D3212 and gaskets conforming to ASTM F477, District Standards and these Special Provisions.

Active sewer laterals shall be permanently reconnected to the replaced sewer main via a PVC sewer wye (tee connections are not allowed), 4-inch PVC SDR 26 pipe and a stainless steel-banded adjustable repair coupling with rubber gaskets.

Pipe fittings shall be manufacturer's standard, gasketed PVC with joints conforming to ASTM D3212 using elastomeric seals conforming to ASTM F477. Joints shall be assembled using only manufacturers recommended lubricant. All pipes shall have a home mark to indicate full penetration of the spigot when the joint is made.

10.11.03 Materials Handling and Inspection

Sewer pipes shall be properly stored and handled to prevent damage in accordance with the manufacturer's recommendations and as approved by the Engineer. Damage includes, but is not limited to, gouging, abrasion, flattening, cutting, puncturing, or ultraviolet (UV) degradation. All damaged materials and pipe rejected by the Engineer shall be promptly removed from the project site at the Contractor's expense and disposed of in accordance with current applicable regulations.

In the event of damage, the Contractor shall immediately make all repairs and/or replacements necessary to the satisfaction of the Engineer, at no additional cost to the District.

10-11.04 Asbestos Cement Pipe

The Contractor is cautioned that records indicate that asbestos cement (AC) pipe may be present. All cutting, handling and disposal of asbestos cement pipe shall be done in compliance with the Contractor's State Licensing Law and all applicable laws and regulations.

AC pipe materials are not anticipated to be friable. Disturbances and/or removal of asbestos-containing materials may be subject to the requirements of Cal-OSHA (Section 1529 of the Construction Safety Orders, and Section 5208 of the General Industry Safety Orders), and of the Health and Safety Code, Section 25915, et seq. Contractor shall meet all notification and training requirements for working with asbestos.

Contractor shall submit the Asbestos Notification Form to the Lake County Air Quality Management District at least fourteen (14) days prior to any construction activities involving AC pipe. The Asbestos Notification form can be found using the following link: <https://www.lcaqmd.net/mt-content/uploads/2021/09/asbestos-notification-form.pdf> or via the Lake County Air Quality Website <https://www.lcaqmd.net>.

Contractor shall be responsible for the removal from the site and the proper disposal of any AC pipe encountered in accordance with all federal, state and local regulations. A licensed Contractor certified in asbestos abatement may be required to perform the work if friable asbestos is encountered.

Additional information on the disposal of asbestos-containing materials may be available from the following agencies:

Cal-OSHA
(707) 576-2388

Lake County Air Quality Management District
2617 S Main St.
Lakeport, CA 95453
(707) 263-7000

Compensation for compliance with the provisions of this section shall be considered included under the appropriate items of work and no additional payment will be made therefore.

10-11.05 Trench Excavation, Backfill and Resurfacing

Excavation and backfill shall conform to the provisions in Section 19-3 of the Standard Specifications, District Standards, and these Special Provisions.

Attention is directed to Section 10-3, "Traffic Control" of these Special Provisions.

The trench shall be opened sufficiently ahead of the pipe laying operations to reveal obstructions. Trenches shall be kept open only long enough to properly install the pipe and backfill. Trench plates with skid resistant coating shall be provided until which time a suitable, level driving surface is provided.

Trench crossings shall be provided as necessary to accommodate public travel and to provide convenient access to adjacent properties. Flow shall be maintained in any sanitary sewers, storm drains, water lines, or water courses encountered in trenching.

If trench water is encountered, the Contractor shall immediately notify the District. The Contractor shall remove **all water** which accumulates in the excavation during the progress of work until the pipe or other structures are installed and until backfilling has progressed to a sufficient height to anchor the work against possible flotation or leakage. At all times, the Contractor shall have sufficient pumping machinery available for immediate use.

Water accumulated in excavations shall be discharged to the sanitary sewer. The discharge shall be monitored to verify the lack of contamination. Periodic samples shall be analyzed by the District's testing laboratory to confirm the acceptability of the discharge. **If any odor, sheen or other visual discrepancy is noted during excavation or discharge, stop pumping and immediately notify the Engineer.** Prior to disposal of any contaminated water into the sewer system, the water shall be filtered through a Baker tank so that contaminants in the water do not exceed permitted levels. Said water shall be disposed of in a manner as to cause no injury to public or private property, or be a menace to public health. Sediment shall be removed from water to be disposed of prior to discharge.

Pumped groundwater will not be allowed into any watercourse or storm drain system. Trench water shall not be permitted to enter any of the new sewer facilities. At times when pipe laying is not in progress, the open ends of any pipe which have been laid shall be capped watertight.

The Contractor shall maintain awareness of potential signs of soil and groundwater contamination throughout the project limits and shall notify the District immediately upon discovery of any contaminated materials. Indicative conditions may be either visual (staining in soil, sheen on water surface) or olfactory (petroleum odor).

Contractor shall be responsible for constructing, operating and maintaining all necessary features to complete the work including furnishing, installing and maintaining all pumping and other equipment required to dewater any trenches containing water as may be encountered during performance of the work. Dewatering plan for each occurrence shall be approved by the Engineer prior to implementation. At the permanent conclusion of dewatering operations, all dewatering equipment shall be removed from the job site.

10-11.05(A) Subgrade Stabilization

The pipeline trench subgrade shall consist of undisturbed native soils, properly compacted trench zone backfill materials, or rock. The Contractor shall notify the District Engineer when unstable materials are encountered. If trench subgrade is found to be loose, soft, saturated, unstable or in any other way unfit such that there is inadequate pipe support, the material shall be removed for the full width of the trench and to a minimum depth of 24 inches. The over-excavated material shall be replaced with thoroughly compacted Class 2 aggregate as Directed by the District Engineer.

10-11.05(B) Trench Shoring and Bracing

Trench bracing and shoring shall conform to Section 10-9, "Trench Shoring and Bracing" of these Special Provisions.

10-11.05(C) Bedding, Backfill and Resurfacing

Trench shall be in conformance with the requirements of District Standards SB-157 (Class "C") and SB-158, in addition to the requirements herein and as shown on the Plans.

Bedding material shall be free from vegetable material and shall not contain high concentrations of contaminants or other deleterious substances and shall be so placed that the pipe will not be displaced or damaged. Limits of bedding shall be as shown on the District Standards.

All loose materials resulting from trench excavation shall be removed from the trench bottom prior to placing pipe bedding material. Bedding material up to the bottom of the pipe shall be placed in uniform layers not to exceed 6" in thickness and shall be compacted, by mechanical equipment, to 90% relative compaction. The pipe shall be uniformly bedded throughout its length. No wedging or blocking of pipe will be permitted. Pipe bedding from bottom of pipe to spring line of pipe shall be placed and compacted after pipe has been placed and joined and compacted to 90% relative compaction. Pipe bedding from the spring line of the pipe to the crown of the pipe shall be placed and compacted to 90% relative compaction. Pipe bedding from the crown of the pipe shall be placed and compacted to 90% relative compaction in 8-inch lifts. Compaction methods shall not damage pipe or joints.

Limits of trench backfill shall be as shown on the District Standards. Trench backfill shall be placed in lifts not to exceed 8-inches.

Existing surfacing disturbed by pipe installation shall be restored as specified herein and includes the restoration of existing street and road surfacing including driveways, shoulders, pavement, the restoration of surfacing in easements and any other surfaces at locations where pipes and appurtenances are installed.

Asphalt concrete paving shall conform to the requirements of the section 10-8, "Asphalt Concrete Trench Paving" of these Special Provisions. All trenches shall be paved in accordance with the with District Standard SB-158.

Driveways, walkways and other locations where concrete, gravel or other materials are present shall be replaced in kind and appearance. Attention is directed to Section 10-5 "Concrete Driveway" of these Special Provisions for concrete driveways and walkways replacement.

Earth surfacing shall be soil similar to the native soil in the surrounding area in which the work is being done. Compaction for each type of soil shall be equal to the compaction of the native soil surrounding the area being restored, where originally earth surfaced. Topsoil material shall be mounded slightly over the restoration as shown on the District Standard and where directed.

Material Specifications:

Well graded crushed rock be used as bedding under pipe per District Std. SB-157, shall be 100% crushed and conform to the following grading:

1"	3/4"	3/8"	#4	#8
100	90-100	20-55	0-10	0-5

Pipe bedding and trench backfill shall be free of asphaltic material.

Pipe bedding for slopes less than or equal to 8% shall have a minimum sand equivalent value of 30 and shall conform to the following grades:

1"	3/4"	3/8"	#4	#200
100	90-100	65-100	30-100	0-15

Pipe bedding for slopes greater than 8% shall have a minimum sand equivalent value of 30 and shall conform to the following grades:

1"	3/4"	3/8"	#4	#30	#200
100	90-100	65-100	30-100	10-100	0-15

Trench backfill shall be aggregate base.

Aggregate base shall conform to the requirements of Section 10-6 of these Special Provisions. Asphalt concrete shall conform to the requirements of Section 10-7 of these Special Provisions.

Compaction Requirements:

Crushed rock shall be consolidated with a surface vibrator.

Pipe bedding material used to grade the trench shall be consolidated with a surface vibrator when it is placed over drain rock or when depth is greater than 6 inches.

Trench backfill shall be compacted to 90% relative compaction prior to placing base rock or subgrade material over the trench. Backfill will be compacted using an equipment mounted head shaker.

Trench backfill may not be compacted by jetting.

Daily compaction tests will be provided by the Contractor at approximately every 200 feet and every 3rd service. Exact locations will be determined by the project Inspector.

Control Density Fill:

Control density fill (CDF) where required per Plans, shall be a mixture of Portland cement, sand and 1" maximum coarse aggregate, air entraining agent and water, batched by a ready-mixed concrete plant and delivered to the jobsite by means of transit mixing trucks. Control density fill may also contain Class F pozzolan (fly ash). Control density fill shall be free of asphaltic material.

Cement shall meet the standards as set forth in ASTM C-150, Type II cement.

Fly ash shall meet the standards as set forth in ASTM C-618, for Class F pozzolans. The fly ash shall not inhibit the entrainment of air.

Aggregate Size: 1" max.
Sand Equivalent: 31 min.

The mix proportions shall be determined by the producer of the control density fill to produce a flowable fill mixture which will not segregate. Each yard shall contain not less than 50 pounds of Portland cement and not less than a total of 100 pounds of cementitious material. The Contractor shall supply a mix design two weeks prior to any use of control density fill.

Compressive Strength: 75-200 psi @ 28 days
Slump: 3-9 inches

The consistency of the CDF shall be such that all trench voids are filled with minimum rodding or vibrating but not so wet as to cause excessive shrinkage.

Permanent pavement may be placed directly upon the CDF as soon as it has consolidated for the surface to withstand the process of paving without displacement. The surface of the control density fill shall be firm and unyielding. Any visible movement vertically or horizontally of the control density fill under the action of construction equipment or other maximum legal axle loads shall be considered as evidence that the control density fill does not meet this requirement. The Contractor shall provide trench plates to allow traffic flow for all locations until CDF is ready to be paved.

10-11.05(D) Disposal of Materials

Excess material from excavation shall become the property of the Contractor and shall be disposed of immediately and to the satisfaction of the Engineer. Prior to disposal of any materials or operation of any equipment on sites provided by the Contractor for disposal of excess trench excavation owned by him, the Contractor shall submit to the Engineer written authorization for such disposal of materials and entry permission signed by the owners of the disposal site and required permits.

Excavated material shall be removed as it is generated, and at no time shall the Contractor place excavated material at the work site.

10-11.06 Protection of Existing Facilities

Construction operations shall be conducted in such a manner that will not disturb existing facilities; the line and grade of existing utilities shall not be altered.

Existing storm drains shall be protected and supported in place during construction. CDF shall be installed at storm drain crossings per Plans where shown.

Existing water and irrigation lines shall be protected and supported in place with service maintained during construction. Any water services damaged during construction shall be repaired by the Contractor within one hour at the Contractor's expense.

Existing landscaping and private improvements shall be protected from damage. Any damage shall be repaired to the satisfaction of the Engineer.

Existing sewer lines shall be supported in place with service maintained during construction. The Contractor shall be responsible for damage to sewer lines during construction and any damage resulting from improper backfilling.

The Contractor shall incur all costs associated with repairs needed, in the opinion of and to the satisfaction of the District, by any such damage due to their operations. Any leakage caused in existing utilities by reason of the Contractor's operations shall be immediately repaired at the Contractor's expense.

10-11.07 Sewer Installation

Sewer pipe shall be installed on the alignment and grade as shown on the Plans and in accordance with the Standard Specifications, or as directed by the Engineer. Sewer pipe shall be laid in straight lines and on uniform rates of grade between points where changes in alignment or grade are shown on the Plans. The interior of the pipe shall be free of foreign matter before lowering into the trench.

The pipe manufacturer's written instructions covering the installation of his pipe shall be closely followed unless otherwise directed by the Engineer or these Special Provisions. The trench shall not be backfilled until authorized by the Engineer. Pipe laying shall proceed upgrade with the spigots pointing in direction of flow. Electro-optical grade setting devices must be used and shall be operated by a person proficient in its operation.

Any section of pipe found to be defective, which has had grade, or joints disturbed shall be re-laid by the Contractor at his expense.

Proper implements, tools and facilities satisfactory to the Engineer shall be provided and used by the Contractor for the safe and efficient execution of the work. All pipe, fittings and accessories shall be carefully lowered into the trench by means of derrick, ropes, or other suitable equipment

in such a manner as to prevent damage to pipe and fittings. Under no circumstances shall pipe or accessories be dropped or dumped into the trench. The pipe and accessories shall be inspected for visible defects prior to lowering into trench. Any visibly defective or unsound pipe shall be replaced.

10-11.08 Sewer Laterals

The estimated locations of the existing laterals are shown on the Plans based on television inspection. The Contractor shall have the sole responsibility for determining the exact location of all existing laterals. Active sewer laterals are to remain in service at all times and shall be connected to the new sewer main as the main is being constructed. Laterals that have been previously capped shall not be reconnected to the rehabilitated sewer main. The Contractor shall promptly notify the Engineer if they encounter an active sewer lateral not depicted on the Project Plans. Inactive laterals shall not be reconnected to the sewer main.

Contractor's attention is directed to "Owner Notification" of these Special Provisions. Active sewer laterals are to remain in service at all times except where necessary for the work.

Suitable means for redirecting flows from active sewer laterals shall be employed while replacing sewer mains. Plastic flex piping or other approved means shall be used for temporary connections between active sewer laterals and the new wyes as the mainline is being constructed. The flex pipe shall be the same size as the existing lateral pipe and shall be connected to the new wye and the existing lateral by means of a Fernco coupling, or an approved equal. **Squeezing the flex pipe and inserting it into the cut end of the existing lateral or into the lateral opening of the wye will not be allowed.**

Temporary sewer lateral connections shall be replaced with permanent laterals after installation of the sewer mainline is completed for each site, or at a maximum of 20 calendar days, whichever is sooner.

All live and active laterals encountered during sewer main construction shall be reconnected by the end of the workday in accordance with the details shown on the Plans.

10-11.09 Connection of Sanitary Sewers to Manholes

New sanitary sewer mains shall be connected to existing manholes in accordance with the detail on the Plans and as directed by the Engineer.

The Contractor shall make modifications to existing manholes to accept new sewer mains, including reshaping of flow channels in existing manholes to match the size of new main with a smooth trowel finish.

Full compensation for connection of sanitary sewers to manholes, including installation of manhole adaptor, concrete collar, modification of concrete channel, manhole repair shall be considered as included in the contract prices paid for Sewer Main Construction by Open-Cut Methods and no additional allowance will be made therefor.

10-11.10 CCTV Inspection

After pipe installation and placement and compaction of backfill, but prior to placement of pavement, all pipe shall be cleaned and CCTV inspected in accordance with Section 10-12, "Closed-Circuit Television Inspection" of these Special Provisions.

10-11.11 Testing of Sewers

Testing of all sewers replaced by open-cut construction will be conducted in accordance with Section 10-13, "Sanitary Sewer Testing" of these Special Provisions.

10-11.12 Measurement and Payment:

Replace 6-inch Sanitary Sewer Main with 6-inch PVC Pipe by Open Cut Construction will be measured **per lineal foot** from inside of structure to inside of structure or existing main connection point.

Replace 6-inch Sanitary Sewer Main with 6-inch PVC Pipe by Open Cut Construction will be paid for at the contract price **per lineal foot** of the various sizes and types, which price shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in remove and replace sewer main including:

- removal of asphalt concrete and Portland cement concrete,
- removal of existing sewer and installing new sewer main, complete in place and ready for use,
- testing,
- pre- and post-CCTV inspection,
- excavation,
- dewatering,
- stockpiling of trench spoils,
- bedding material,
- backfill,
- aggregate base,
- asphalt concrete trench paving (temporary),
- compaction,
- concrete saddles,
- removing structures,
- plugging and abandoning in place of existing inactive laterals,
- all aspects of connections to existing manholes, including sealing of penetrations and pipe restraints,
- modifications to existing manholes to accept new sewer mains,
- replacing brick and mortar rings with concrete rings of existing manhole where indicated,
- connecting to existing sewer mainlines, fittings, other required appurtenances,
- replacing any existing pavement damaged by construction,
- disposal of removed asbestos-cement pipe,

- restoring all surfaces including driveways, curbs, dikes, gutters, median, pavement striping and markings,
- restoring existing facilities including landscape and irrigation, and any other items as necessary to remove and replace sewer main not specifically enumerated in the Plans or these Special Provisions, no additional compensation will be allowed.

Reconnect Lateral to New Sewer Main by Open Cut Construction will be paid for at the contract price **each**, of the various sizes and types, which price shall include full compensation for furnishing all labor, materials, tools and equipment and doing all the work involved in reconnecting existing active sewer laterals, including:

- all efforts required to locate laterals and to verify that laterals are active or inactive,
- removal of asphalt concrete and Portland cement concrete,
- abandoning or removing and disposing of existing laterals,
- installing and removing temporary laterals,
- extension of existing laterals including tying-in to the existing laterals and installing flexible couplings,
- adjustment in the location of the new lateral from that indicated on the Plans as directed by the Engineer,
- excavation,
- bedding,
- backfill,
- compaction,
- asphalt concrete trench paving (temporary),
- protection of the pipe from damage during other phases of the work,
- bypass pumping (if needed),
- restoring all surfaces including driveway, curbs, dikes, gutters, median, pavement striping and markings,
- restoration/reconstruction of landscaping, irrigation, and fences,

and any other items necessary to reconnect all active laterals not specifically enumerated in the Plans or these Special Provisions, and no additional compensation will be allowed.

10-12 CLOSED-CIRCUIT TELEVISION INSPECTION

10-12.01 Description

All replaced or repaired sanitary sewer mains shall have post-construction closed-circuit television (CCTV) inspections in accordance with these Special Provisions.

During this inspection, the Contractor shall be present to observe the televising inspection. Acceptance of any portion of the sanitary sewer work shall not be given in the field at the time of televising.

Upon receipt of the completed CCTV inspection video discs and written logs, the Engineer requires 7 working days to review the video records and logs before giving written notice of acceptance and/or deficiencies of the lines to the Contractor.

Deficiencies revealed by the television inspection, in the opinion of the Engineer, shall be repaired by the Contractor to the satisfaction of the Engineer. After all required repairs are completed the areas of repair shall be televised again at the Contractor's expense.

10-12.02 Notification

When all sanitary sewer main reconstruction has been completed and inspected, except as otherwise noted in these Special Provisions, the Contractor shall notify the Engineer in writing 2 working days in advance of the date for television inspection. The Engineer or their authorized representative shall be given the opportunity to be present during the inspection.

10-12.03 Independent CCTV Contractor

The Contractor shall hire an independent television inspection service to perform the CCTV inspection.

The Contractor shall supply plans and specifications for this work to the CCTV contractor with manhole numbers, street names, addresses and any other information required to facilitate the work.

The CCTV contractor is responsible for all stuck, broken, or lost equipment and any damage to sanitary sewer facilities due to their operations and shall bear all necessary costs to retrieve or replace said equipment and make required repairs to sanitary sewer facilities.

10-12.04 Preparation

The following conditions shall exist prior to the television inspection:

1. All sanitary sewer lines shall be installed, backfilled and compacted.
2. All structures shall be in place, all channeling complete and all pipelines accessible from structures.

3. All other underground facilities, utility piping and conduit shall be installed and accepted by the Engineer.
4. Mainlines to be inspected shall be balled/high pressure flushed and mandrel tested.
5. Laterals to be inspected shall be flushed.
6. The final air or water test on lines shall have been completed.

10-12.05 Flushing/Cleaning

Prior to televising, all lines shall be flushed clean with a high-pressure commercial sewer flusher unit or by balling. If required to televise an existing line, it may be necessary to remove roots, grease or other obstructions prior to flushing per these Special Provisions. The equipment shall be appropriate for the type of obstruction being removed and shall not damage the pipe in any way. All debris shall be trapped at the first downstream manhole and removed. Debris will be hauled to an appropriate disposal site at the Contractor's expense.

After flushing and prior to televising, an approved source of water will be discharged into the upstream manhole or mainline cleanout until water flows out of the downstream manhole. This is to be done no more than 24 hours before the video inspection takes place. **High pressure flushing of the line is not to be considered as a substitute for this requirement.** This shall be done to insure that all dips or sags are filled before televising, if the sanitary sewer has live flow, the Engineer may waive this requirement. Live flows that are greater than the depth of the gauge shall be temporarily plugged upstream and bypass pumped to allow for proper televising.

10-12.06 CCTV Equipment Requirements

A pan and tilt color camera shall be used for all video inspection of main lines and shall be one specifically designed and constructed for such inspections. The camera shall be mounted on adjustable skids or a tractor to keep it in the center of the pipe. Lighting for the camera shall be supplied by a lamp on the camera, capable of being dimmed or brightened remotely from the control panel. The lighting system shall be capable of lighting the entire periphery of the pipe. The camera shall be operative in 100% humidity conditions and shall have a minimum of 330 lines of resolution. The camera equipment shall produce a continuously monitored color picture, which will have the resolution capability to discern small hairline cracks and other minor and major defects in the sanitary sewer line. The camera equipment shall be capable of producing digital still pictures for permanent record as required. The camera shall be self-propelled or pulled by a cable winch from the downstream manhole, through the line along the axis of the pipe, at a uniform rate of 1/2 foot per second maximum.

Measurement for location of defects shall be at ground level by means of a metering device. Markings on the cable, or the like, which would require interpolation for depth of manhole or lateral cleanout will not be allowed. Measurement meters will be accurate to plus or minus one foot in a thousand and must show on video. A one-inch depth gauge pulled or pushed in front of the camera is required for all main lines up to and including 12 inch. For any line larger the Contractor shall verify required gauge size with the Engineer prior to scheduling television inspection. Measurement of laterals must be recorded on video and written log from bottom of cleanout to main and bottom of cleanout to connection at existing lateral.

10-12.07 CCTV Inspection Requirements

Where infiltration in the sanitary sewer line is suspected, the camera shall be stopped for at least 30 seconds in the area of question and the camera shall pan and/or tilt as needed to ascertain that infiltration is occurring and the possible cause. The camera shall stop at all lateral connections, defects, sags, etc for a period of at least 10 seconds and the camera shall pan and/or tilt as needed so that all portions of the connection or defect that is visible from within the main line can be completely inspected.

Each pipe run between manholes being inspected may be required to be isolated from the remainder of the line by the use of a line plug to insure total viewing of the inside periphery of the pipe. The inspection shall be performed in a forward and/or backward direction according to line conditions at the time of the inspection. Every effort shall be made by the Contractor to televise in the same direction as the flow, especially during live flow conditions. The Engineer must approve any video inspection that goes against the flow.

Telephones, sound, power, communication systems, or other suitable means of communication shall be set up between the winch at the downstream manhole and the monitor control and operations van unless camera tractor is used.

10-12.08 DVD Records and Reports

The televising of all lines shall be recorded on DVD non re-writable discs in a format that can be played on any DVD player without installation of special software. The discs and written logs shall become the property of the District. Every televised run (manhole to manhole, manhole to mainline cleanout) shall be recorded as a separate video file, with the name of the file being the manhole and/or mainline cleanout numbers for the main.

The Contractor shall keep a copy of the written logs on site that clearly show the exact location, in relation to the starting manhole/mainline cleanout or lateral cleanout, of each following item discovered during the television inspection; infiltration points, lateral locations, cracks, open/pulled joints, roots, broken or collapsed sections, grease, debris, location of dips (*starting and ending footage plus depth*), and any other discernible features. In addition to the items noted, the video and written logs shall also note; name of project, general contractor, date, line size, length of section, manhole condition and live flow.

10-12.09 Defects Requiring Correction

The following inspection observations shall be considered defects in the construction of the sewer pipelines and will require corrections prior to acceptance:

- a. Off grade - 0.08 foot, or over, deviation from grade
- b. Joint separations - over 3/4";
- c. Offset joints;
- d. Chips in pipe ends - none more than 1/4" deep;

- e. Cracked or damaged pipe or evidence of the presence of an external object bearing upon the pipe (rocks, root, etc.);
- f. Infiltration;
- f. Debris or other foreign objects;
- h. Other obvious deficiencies when compared to Approved Plans and Specifications, these Standards and Standard Drawings.

10-12.10 Correction of Defects

If while conducting the initial television inspection for reconstructed sewers, the Contractor discovers areas that need correction, these corrections shall be made and the area televised again prior to submitting the logs to the Engineer for review. If footage of video that is not required for inspection, such as; areas known to need repair, stationary video footage in sanitary sewer lines other than where required and footage not of sanitary sewer facilities, the submittal will be rejected.

Any damage to facilities or obstruction to service caused by the televising operations shall be corrected immediately by the Contractor at no cost to the District.

10-12.11 Payment

No separate measurement or payment will be made for cleaning or CCTV inspection. Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved will be considered as included in the price for various items of work and no additional allowance will be allowed.

10-13 TESTING OF SEWER SYSTEMS

10-13.01 GENERAL

Testing of all portions of the sewer will be required.

10-13.02 LEAKAGE TESTING OF PIPING

For either exfiltration or infiltration test, the maximum leakage shall not exceed 50 gallons per inch of pipe diameter per mile per 24 hours as measured over a period of 30 minutes minimum. Should the leakage exceed the maximum allowable rate, the Contractor shall repair, overhaul, or rebuild the defective portion of the sewer line to the satisfaction of the District at no additional cost to the District. After repairs have been completed by the Contractor, the line shall be retested as specified above, all at no cost to the District.

The test shall be performed after the line has been laid and all backfill placed and compacted as specified elsewhere in these specifications. The Contractor, at his option, may test the line at any time during construction. However, the final test for acceptance shall be made only after all backfill is in place and compacted.

In the event that the exfiltration test prescribed above is impractical due to wet trench conditions, these portions of the sewer line where such conditions are encountered will be tested for infiltration. The Engineer shall determine whether the exfiltration or infiltration test will be used. Even though the test for leakage is within the prescribed limits, the Contractor shall repair any obvious leaks.

10-13.03 AIR TESTING OF PIPING

Low pressure air testing may be used in lieu of water testing at the option of the Contractor. The following procedure shall be used for air testing.

1. Clean pipe to be tested by propelling a snug fitting inflated rubber ball through the pipe with water. Remove any debris.
2. Plug all pipe outlets with suitable test plugs. Brace each plug securely.
3. If the pipe to be tested is submerged in ground water, Inspector may require that gauge pressures be increased to compensate for groundwater hydrostatic pressure.
4. Add air slowly to the portion of the pipe installation under test until the internal pressure is raised to 4.0 psig.
5. Check exposed pipe and plugs for abnormal leakage by coating with a soap solution. If any leakage is observed, bleed off air and make necessary repairs.
6. After an internal pressure of 4.0 psig is obtained, allow at least two minutes for air temperature to stabilize, adding only the amount of air required to maintain pressure.
7. After the two-minute period, disconnect the air supply.

8. When pressure decreases to 3.5 psig start stopwatch. Determine the time in seconds that is required for the internal air pressure to reach 3.0 psig. The minimum allowable time in seconds shall be based on the diameters and lengths of pipe under test. The Contractor will be allowed to manually bleed air as required to drop the internal pressure to 3.5 psig to start test.
9. The minimum test time (minutes:seconds) considered acceptable is indicated on the Air Test Table:

Minimum Test Time for 1 PSI Pressure Drop		
Pipe Diameter, inches	Test Time, seconds/ft x feet	Minimum Test Time, minutes:second
4	0.380	3:46
6	0.854	5:40
8	1.520	7:33
10	2.374	9:26
12	3.418	11:20
15	5.342	14:10

10-13.04 MEASUREMENT AND PAYMENT

No separate measurement or payment will be made for testing of sanitary sewer systems. Full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved will be considered as included in the price for various items of work and no additional allowance will be allowed.

APPENDIX A:
BPX ONLINE BIDDING INSTRUCTIONS



BPX Online Bidding Instructions

Submitting a bid

Once you decide to submit a bid, you can go to the Submit Bid tab for the project. This tab is only available if the bid deadline has not yet passed. We recommend that you upload your bid at least one hour before the time of the bid opening.

The bid submission form will ask you to provide your contact information. This is pre-populated with your registered planroom user account details, and can be modified for the particular bid submission if needed.

You then attach your completed, signed bid documents. You can attach multiple files to include supplemental documents like a bid bond certificate, or licensing/insurance documentation.

All bid forms, bid bonds, and any additional forms required for this bid should be attached.

Bid documents
Max filesize 100MB

Drag and drop or [click here](#) to attach your documents

Bid form - signed.pdf
1.4 MB

Attached
tap to undo

Bond certificate.pdf
715 KB

Attached
tap to undo

You will receive an immediate email confirmation with a reference number for your bid.



Bid #1357 has been successfully submitted

We sent a confirmation email to ryan@acmeconstruction.com

Ryan Hedge

ACME Construction

📍 123 S Main St
Ste 4
Chicago, IL 12345

📞 555-666-7777

✉️ ryan@acmeconstruction.com

Documents Attached

- 📄 Bid form - signed.pdf
- 📄 Bond certificate.pdf

Retracting your bid

At any point prior to the bid deadline, you can retract your bid as well as resubmit, if needed. To do this make sure you log in to the planroom using the exact same account you used when you submitted the bid.

Return to the project, and you'll see that you have a My Bid tab. Here, you can review the bid you submitted and optionally retract it.

Yourtown High School

Phase 2 rehabilitation project, north wing renovations

Details

Plans

Specs

Plan Holders

My Bid

Bid #1357

Submitted Friday March 27 at 4:10pm

You may retract this at anytime prior to April 7 12:00pm EDT.

If you need to modify your bid you must first retract it and then submit a new one.

 Retract Bid

Ryan Hedge

ACME Construction

 123 S Main St Ste 4 Chicago, IL 12345

 555-666-7777

 ryan@acmeconstruction.com

Documents Attached

 Bid form - signed.pdf

 Bond certificate.pdf

If you click the button to Retract Bid you will be asked to confirm by entering your unique bid reference number. This is permanent and cannot be reversed.

Retracting bid #1357

Retracting your bid is permanent. This CANNOT be undone.

To confirm please enter your bid number in the box and click confirm.

Confirm

If you are retracting so that you can resubmit, make sure there is still plenty of time left before the bid deadline.

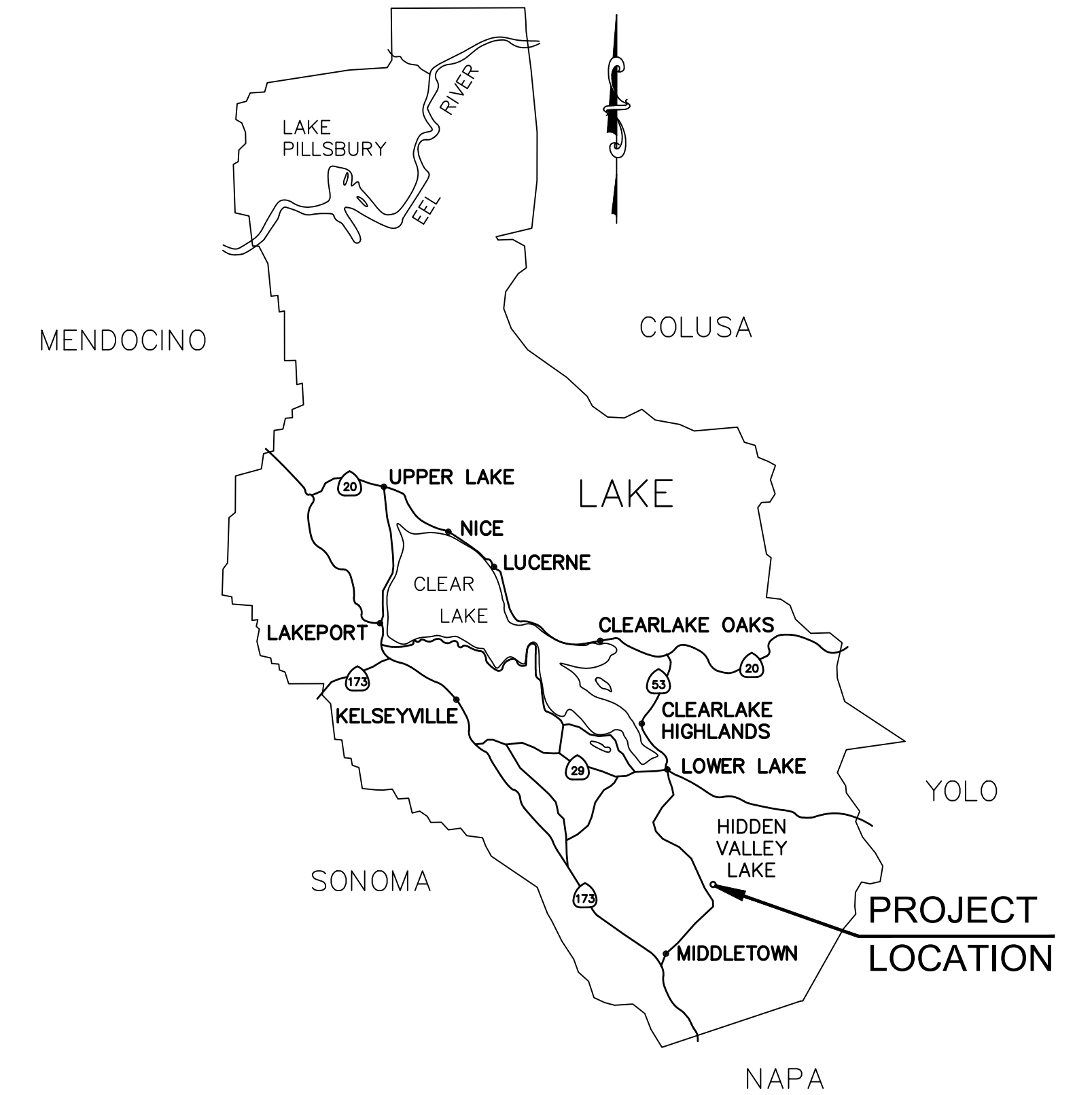
PROJECT PLANS FOR :

NORTH SHORE COURT

SEWER REHABILITATION

MAY 2022

HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT
LAKE COUNTY, CALIFORNIA



VICINITY MAP
NOT TO SCALE

INDEX OF SHEETS

- No. Sheet Title
- 1 COVER SHEET
 - 2 GENERAL NOTES, LEGEND AND ABBREVIATIONS
 - 3 PLAN & PROFILE – NORTH SHORE COURT

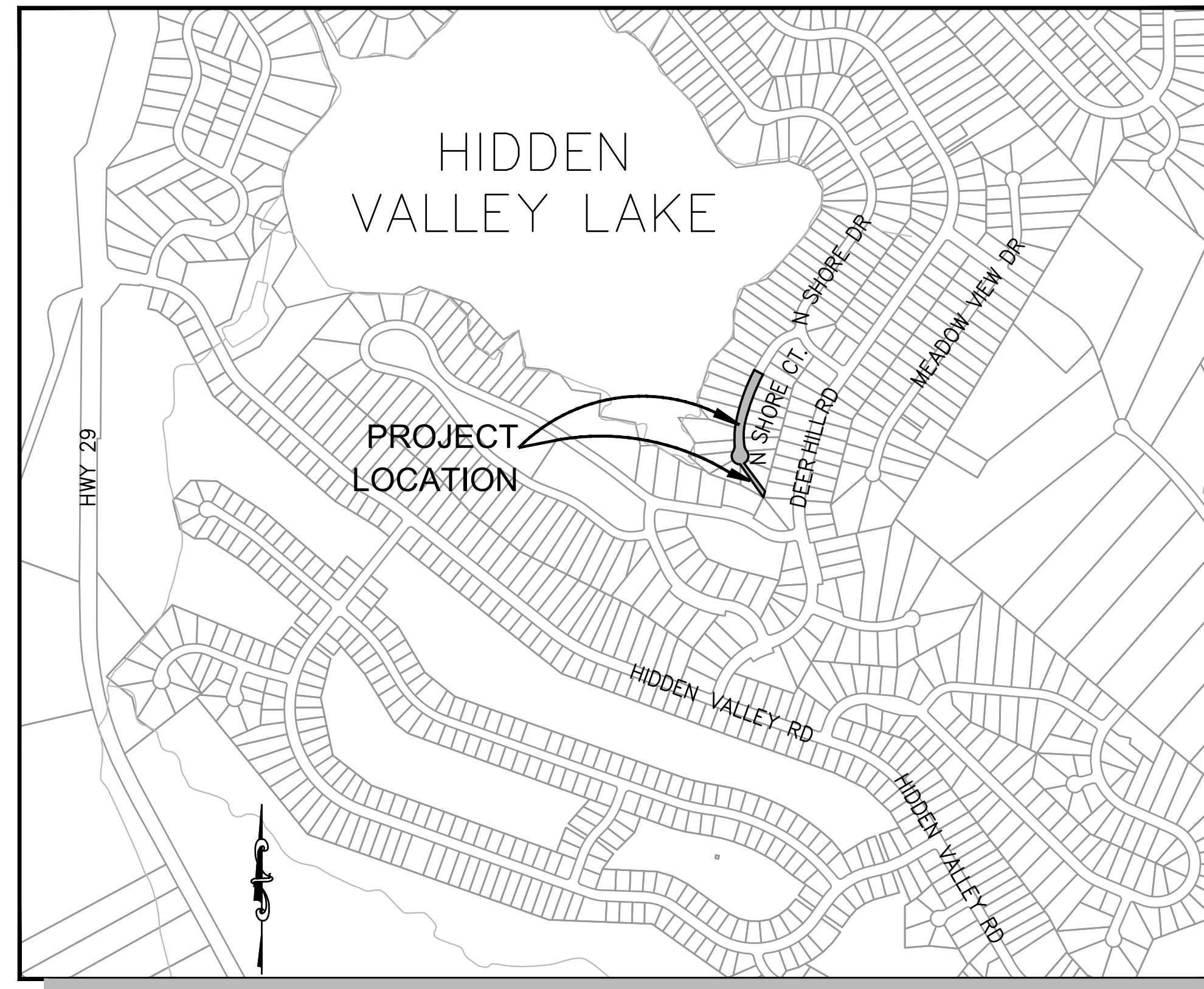
UTILITY CONTACTS

HIDDEN VALLEY LAKE CSD
(707) 987-9201

AT&T
(415) 433-4900

PG&E
(877) 743-7782

MEDIACOM
(845) 490-3326



LOCATION MAP
NOT TO SCALE

GENERAL NOTES

- EXCAVATIONS OVER FIVE FEET (5') DEEP REQUIRE AN EXCAVATION PERMIT FROM THE STATE DEPARTMENT OF INDUSTRIAL SAFETY.
- CONTRACTOR SHALL CALL "USA NORTH" AT (800) 227-2600 AT LEAST ONE (1) WEEK PRIOR TO START OF CONSTRUCTION FOR LOCATING UNDERGROUND UTILITIES.
- CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DESIGN PROFESSIONAL.
- UNAUTHORIZED CHANGES & USES: THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES TO THE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS.
- NOTICE TO CONTRACTORS: THE CONTRACTOR IS REQUIRED TO TAKE DUE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN AND ANY OTHER LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS. OVERHEAD UTILITIES ARE NOT SHOWN ON THE PLANS. AS A PART OF THEIR PRE-BID INSPECTION, BIDDERS SHALL NOTE THE TYPE AND LOCATION OF OVERHEAD UTILITIES IN THE WORK AREA AND SHALL INCLUDE PROVISIONS FOR WORKING IN THOSE AREAS. NO ADDITIONAL COMPENSATION WILL BE ALLOWED.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGES TO CITY OR PRIVATE PROPERTY OR OTHER UTILITIES CAUSED BY HIS OPERATIONS. ALL IRRIGATION LINES AND COMPONENTS DISTURBED BY CONSTRUCTION SHALL BE REPAIRED AND RESTORED TO WORKING CONDITION. ANY DAMAGED LAWN OR LANDSCAPING SHALL BE REPLACED.
- THE CONTRACTOR SHALL MAINTAIN REASONABLE ACCESS TO THE SITE AND ALL DRIVEWAYS DURING CONSTRUCTION. MAIL SERVICE SHALL BE MAINTAINED THROUGHOUT THE COURSE OF THIS PROJECT. THE U.S. POSTAL SERVICE SHALL HAVE UNINTERRUPTED ACCESS TO MAILBOXES AT ALL TIMES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LEGAL OFF-SITE DISPOSAL OF ALL PAVEMENT, CONCRETE AND REINFORCEMENT, SEWER MATERIALS AND SPOILS NOT NEEDED FOR BACKFILL AS REQUIRED BY THE ENGINEER AND PER THE SPECIFICATIONS.
- THE CONTRACTOR SHALL POSSESS A VALID CLASS "A" LICENSE AT THE TIME THE CONTRACT IS AWARDED.
- ANY DAMAGE RESULTING FROM SEWAGE OVERFLOW AND SPILLAGE SHALL BE BORNE BY THE CONTRACTOR. CONTRACTOR IS CAUTIONED THAT THE SANITARY SEWER, MANHOLES, AND OTHER APPURTENANCES ARE PART OF AN OPERATING WASTE WATER UTILITY. THESE FACILITIES RUN CONTINUOUSLY AND MUST MEET STATE AND FEDERAL PERMIT REQUIREMENTS. IF AN OVERFLOW, SPILL, DISCHARGE, OR LEAK OCCURS BECAUSE OF THE CONTRACTOR'S OPERATION OR NEGLIGENCE, THE CONTRACTOR SHALL NOTIFY THE DISTRICT IMMEDIATELY AND THE CONTRACTOR SHALL BE SOLELY LIABLE FOR THE DAMAGES (INCLUDING FINES).
- ALL EXCAVATIONS OR TRENCHES IN PAVED AREAS SHALL REQUIRE SAW CUTTING IN A NEAT AND UNIFORM MANNER.
- ALL STREETS, ALLEYS, VEHICULAR WAYS, SIDEWALKS, AND HAUL ROUTES SHALL BE KEPT CLEAN AND CLEAR OF DEBRIS, DIRT, AND DUST IN A MANNER ACCEPTABLE TO THE CITY. AT A MINIMUM, THESE AREAS SHALL BE CLEANED AT THE END OF EACH WORK DAY. FAILURE TO DO SO WILL RESULT IN A STOP WORK NOTICE. SAID NOTICE WILL NOT BE RELEASED UNTIL THE AREA HAS BEEN ADEQUATELY CLEANED. NO ADDITIONAL COMPENSATION WILL BE ALLOWED FOR THIS WORK.
- ACTIVE SEWER LATERALS ARE TO REMAIN IN SERVICE AT ALL TIMES AND SHALL BE CONNECTED TO THE NEW SEWER MAIN AS THE MAIN IS BEING CONSTRUCTED. THE LOCATIONS OF SEWER LATERALS ARE BASED ON CCTV INSPECTION DATA AND ARE APPROXIMATE. CONTRACTOR SHALL PROMPTLY NOTIFY THE ENGINEER IF THE SEWER LATERALS ARE ENCOUNTERED THAT ARE NOT DEPICTED ON PROJECT PLANS. THE CONTRACTOR SHALL LOCATE ACTIVE LATERALS THAT CONNECT TO THE REHABILITATED SEWER LINES AND RECONNECT THE LATERALS AS DESCRIBED ON THE DRAWINGS AND THE SPECIFICATIONS.
- CONTRACTOR SHALL NOT REINSTATE CAPPED LATERALS FOR CIPP-LINED SEWER MAIN (I.E. SHALL NOT CUT OUT LINER AT THE LATERAL CONNECTION).
- CONTRACTOR SHALL POTHOLE AND LOCATE ALL UTILITIES WITHIN THREE (3) FEET OF SANITARY SEWER TO BE REPLACED BY OPEN-CUT METHODS. ANY UTILITY CROSSING DAMAGED SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- MANHOLE DEPTHS ARE APPROXIMATE. SEWER MAIN DEPTHS MAY DIFFER FROM THE DEPTH SHOWN ON THE PLANS.

FOR REDUCED PLANS, THE ORIGINAL SCALE IS IN INCHES

3
2
1
0

Xref: CCE-ENGINEERS STAMPS-PLAN.dwg; CCE-ENGINEERS STAMPS-COVER.dwg; Call: jaymi B-map.dwg
images: JAM-Sig-Pg.dwg; Signature only: jpf
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Coastland Civil Engineering, Inc.
1400 Neotomas Avenue, Santa Rosa, CA 95405
707.571.8005 707.571.8037 Fax

Jennifer A. Melman
JENNIFER A. MELMAN, RCE C62260
EXP: 9/30/2023

5/6/2022
DATE



HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT APPROVED JOHN L. WANGER DISTRICT ENGINEER	PROJECT NUMBER 99-4798
	DRAWING DATE MAY 2022
	DRAWING NUMBER 1 OF 3

Xref: CCE-ENGINEERS STAMPS-PLAN.dwg, CCE-ENGINEERS STAMPS-COVER.dwg, Callahan: B-imp.dwg
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 Layout: Name: SHF-2 Plot Date: May 05, 2022 at 11:37 am
 FOR REDUCED PLANS, THE ORIGINAL SCALE IS IN INCHES
 3
 2
 1
 0

LEGEND

DESCRIPTION OF LINETYPE	PROPOSED	EXISTING
PROPERTY LINE	N/A	---
FLOWLINE	N/A	---
CENTERLINE/CONTROL LINE	N/A	---
FENCE	N/A	-x-x-
WATER MAIN PIPE	N/A	-w-
SANITARY SEWER PIPE	6" SS	-ss-
STORM DRAIN PIPE	N/A	-sd-
CONCRETE	[Pattern]	[Pattern]
WATER MAIN GATE VALVE	N/A	⊕
FIRE HYDRANT	N/A	⊕
SANITARY SEWER CLEANOUT	N/A	⊕
SANITARY SEWER MANHOLE	N/A	⊕
STORM DRAIN DROP INLET (TOP OPENING)	N/A	⊕

ABBREVIATIONS:

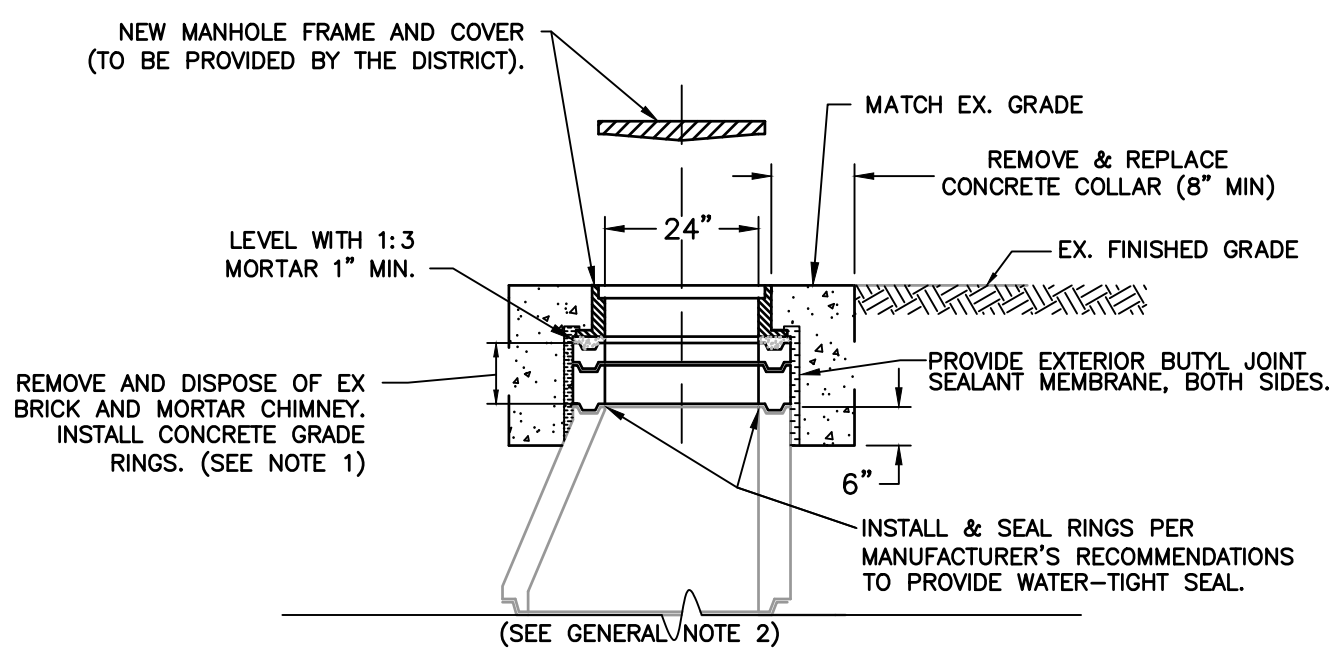
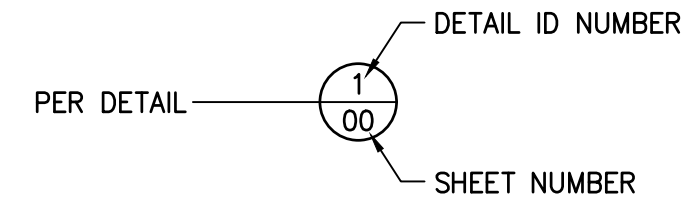
AB	AGGREGATE BASE	SD	STORM DRAIN
AC	ASPHALT CONCRETE	SS	SANITARY SEWER
ACP	ASBESTOS CEMENT PIPE	SSFM	SANITARY SEWER FORCE MAIN
APPROX	APPROXIMATE	SSLS	SANITARY SEWER LIFT STATION
CDP	CONTROLLED DENSITY FILL	SSMH	SANITARY SEWER MANHOLE
CIPP	CURED-IN-PLACE PIPING	STA	STATION
CMP	CORRUGATED METAL PIPE	STD	STANDARD
CO	CLEANOUT	SST	STAINLESS STEEL
ELEV	ELEVATION	W	WATER SERVICE
EMWD	EASTERN MUNICIPAL WATER DISTRICT		
EX	EXISTING		
LF	LINEAR FEET		
MH	MANHOLE		
O.C.	ON CENTER		
PVC	POLY VINYL CHLORIDE		

CONSTRUCTION NOTE DESIGNATIONS

- (R1) = ROADWAY AND RELATED ITEMS CONSTRUCTION NOTES.
- (S1) = SANITARY SEWER AND RELATED ITEMS CONSTRUCTION NOTES.

DETAIL CALLOUTS

DETAILS:

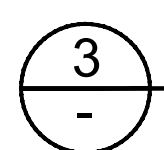


- NOTES:**
- HEIGHT OF ADJUSTMENT RINGS TO BE FIELD VERIFIED.
 - CLASS "A" CONC. COLLAR TO MATCH EXISTING ELEVATION.

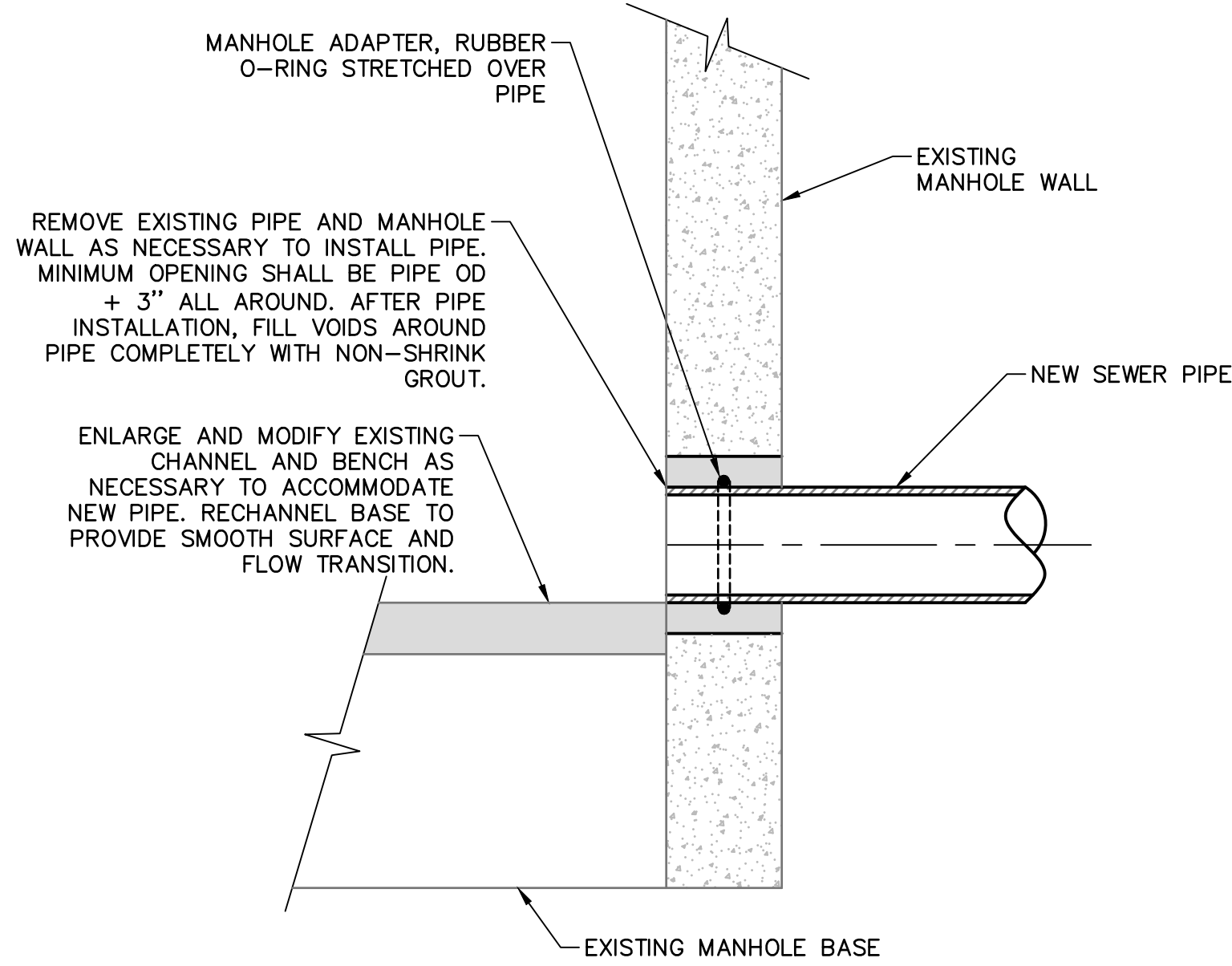
GENERAL NOTES:

- CONTRACTOR SHALL LET 8" CONCRETE COLLAR CURE FOR 24 HOURS PRIOR TO TRAFFIC LOADING. COVER MANHOLE WITH STEEL PLATE.
- CONTRACTOR SHALL BE LIABLE FOR ALL FALLEN DEBRIS IN THE SEWER MANHOLE FROM THEIR DEMOLITION ACTIVITY. IF CLOGGING OF SEWER SYSTEM OCCURS DUE TO CONTRACTOR NEGLIGENCE, THE CONTRACTOR SHALL BE LIABLE FOR ALL COSTS THAT OCCURRED AND SHALL BE HELD FULLY RESPONSIBLE FOR SUBSEQUENT COSTS OF SEWER BACK UPS.

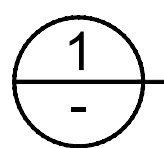
SANITARY SEWER MANHOLE -NEW FRAME, COVER, GRADE RINGS & CONCRETE COLLAR



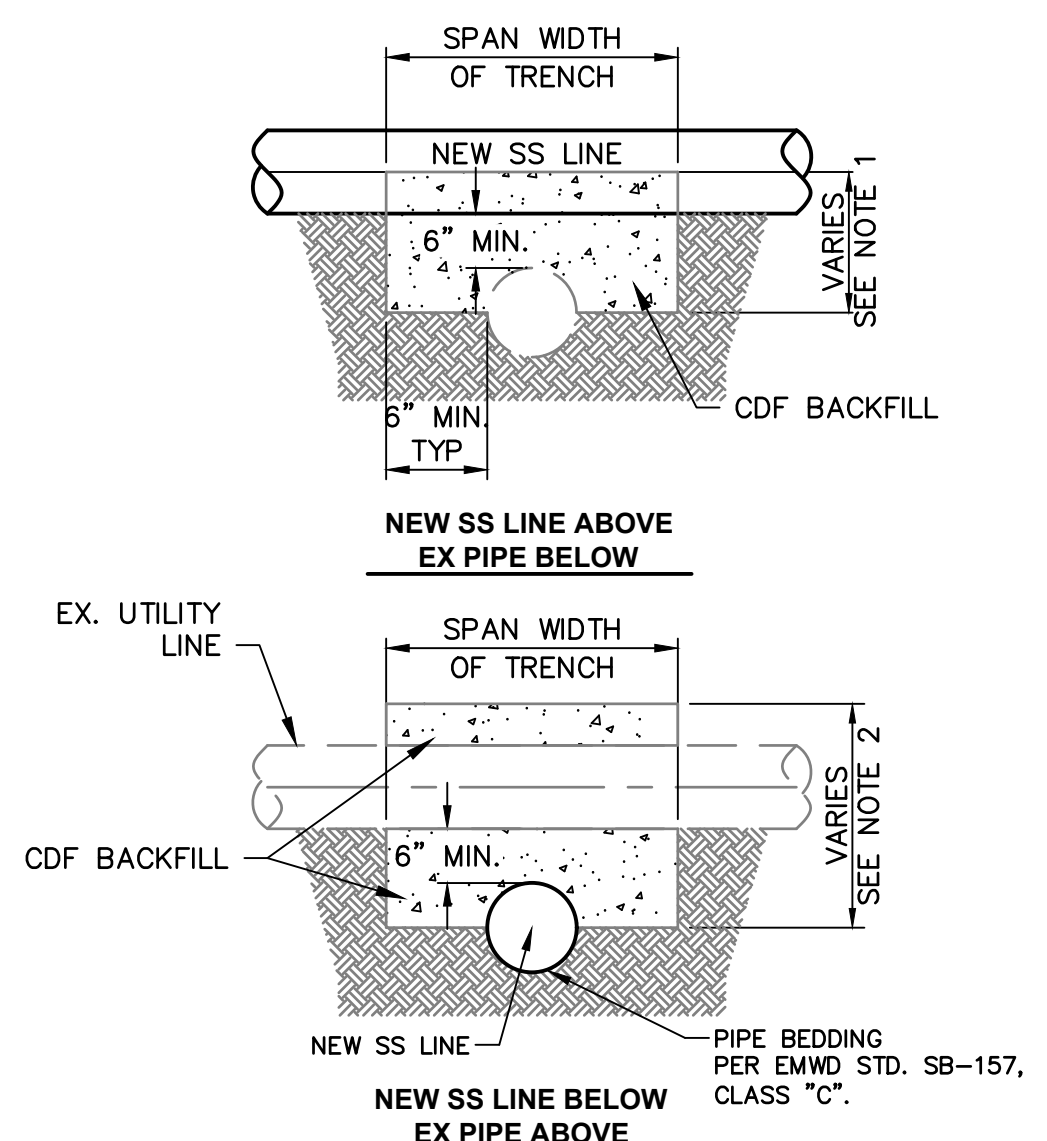
NOT TO SCALE



OPEN-CUT CONNECTION AT EXISTING MANHOLE

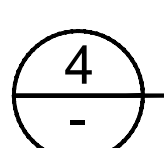


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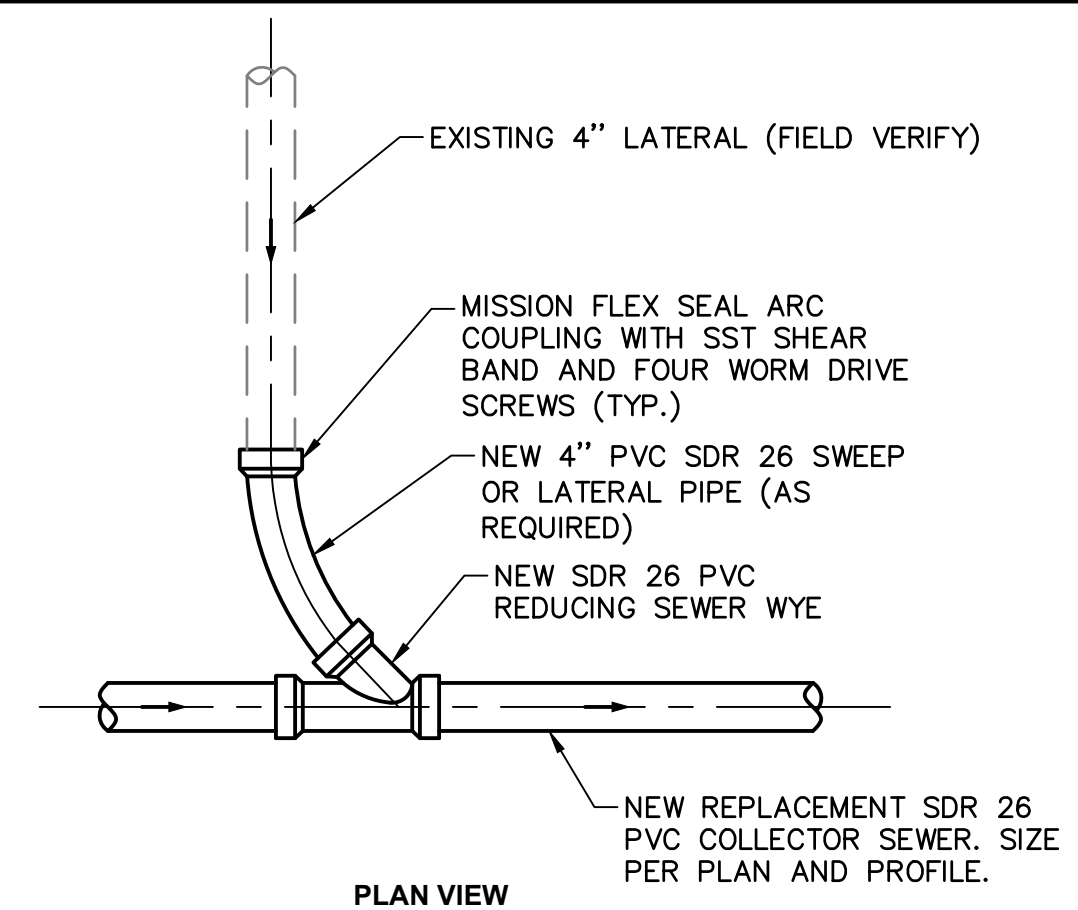
NOTES:

- INSTALL CDF BACKFILL SPRINGLINE TO SPRINGLINE.
- INSTALL CDF BACKFILL FROM NEW SANITARY SEWER SPRINGLINE TO 6-INCHES ABOVE THE TOP OF THE EXISTING PIPE.
- PROVIDE PROPER SUPPORT OF EXISTING PIPE ABOVE NEW SANITARY SEWER MAIN.
- INSTALL 1/2" STYROFOAM WHERE CONCRETE COMES IN CONTACT WITH PIPE.



CDF SADDLE

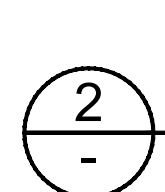
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PLAN VIEW

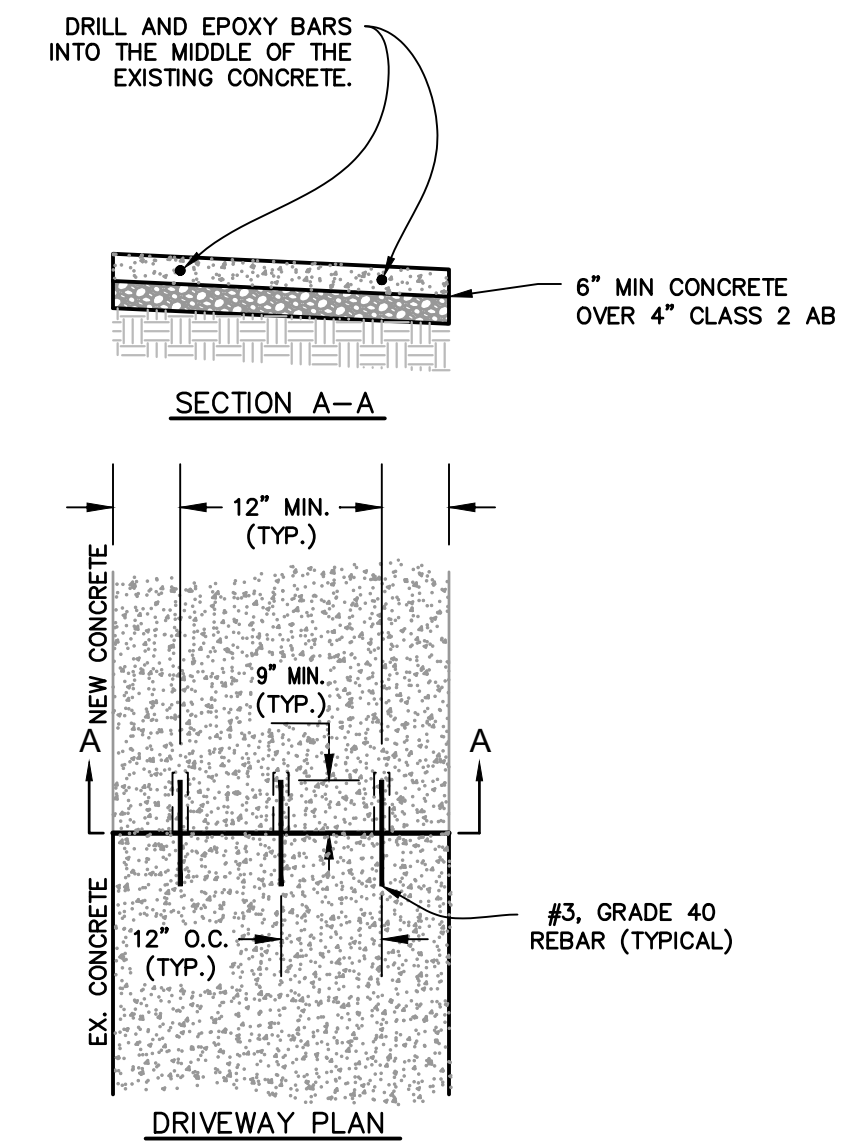
NOTES:

- EXTEND PORTION OF NEW LATERAL AS REQUIRED TO CONNECT TO EXISTING LATERAL AT SOUND PIPE.
- ALL JOINTS ON SEWER LATERAL PIPE SHALL BE COMPRESSION OR GASKET BELL AND SPIGOT TYPE UNLESS NOTED OTHERWISE.
- LATERAL PIPE AND FITTINGS SHALL MATCH SAME MATERIAL AND CLASS AS MAIN SEWER.
- THIS DETAIL IS DIAGRAMMATIC. MATCH EXISTING LATERAL CONFIGURATION.
- CONTRACTOR SHALL FIELD VERIFY EXISTING SEWER PIPE MATERIAL PRIOR TO PURCHASE OF COUPLING ADAPTERS.
- LATERAL SLOPE WILL BE A MINIMUM OF 2%.



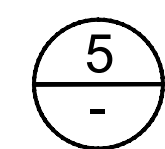
TYPICAL SEWER LATERAL CONNECTION

NOT TO SCALE



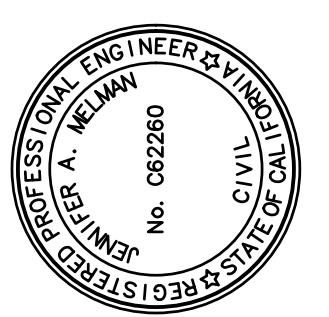
NOTES:

- IN CONCRETE REPAIR AREAS, ALL SOFT OR SPONGY SUB-GRADE MATERIAL SHALL BE REMOVED AND REPLACED WITH SUITABLE MATERIAL AS REQUIRED BY THE DISTRICT ENGINEER.
- REINFORCING BARS SHALL BE MINIMUM GRADE 40 AND SHALL CONFORM TO SECTION 52, "REINFORCEMENT" OF THE CALTRANS STANDARD SPECIFICATIONS.
- EPOXY USED FOR BONDING REINFORCING BARS TO EXISTING CONCRETE SHALL CONFORM TO THE REQUIREMENTS OF SECTION 95, EPOXY AND SECTION 95-2.03, "EPOXY RESIN ADHESIVE FOR BONDING NEW CONCRETE TO OLD CONCRETE" OF THE CALTRANS STANDARD SPECIFICATIONS.
- DRIVEWAY SHALL BE SAWCUT IN A NEAT LINE TO A MINIMUM DEPTH OF 0.17 FOOT WITH A POWER-DRIVEN SAW BEFORE THE CONCRETE IS REMOVED.



CONCRETE DRIVEWAY REPAIR

NOT TO SCALE



PREPARED UNDER THE DIRECTION OF
 Jennifer A. Melman
 JENNIFER A. MELMAN, RCE C62260 DATE 5/6/2022
 DESIGNED BY SF
 DRAWN BY SF
 REVIEWED BY JAM



Coastland Civil Engineering, Inc.
 1400 Neotomas Avenue, Santa Rosa, CA 95405
 707.571.8003 Fax

NORTH SHORE COURT
 SEWER REHABILITATION
 HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT
 CALIFORNIA

GENERAL NOTES, LEGEND AND ABBREVIATIONS

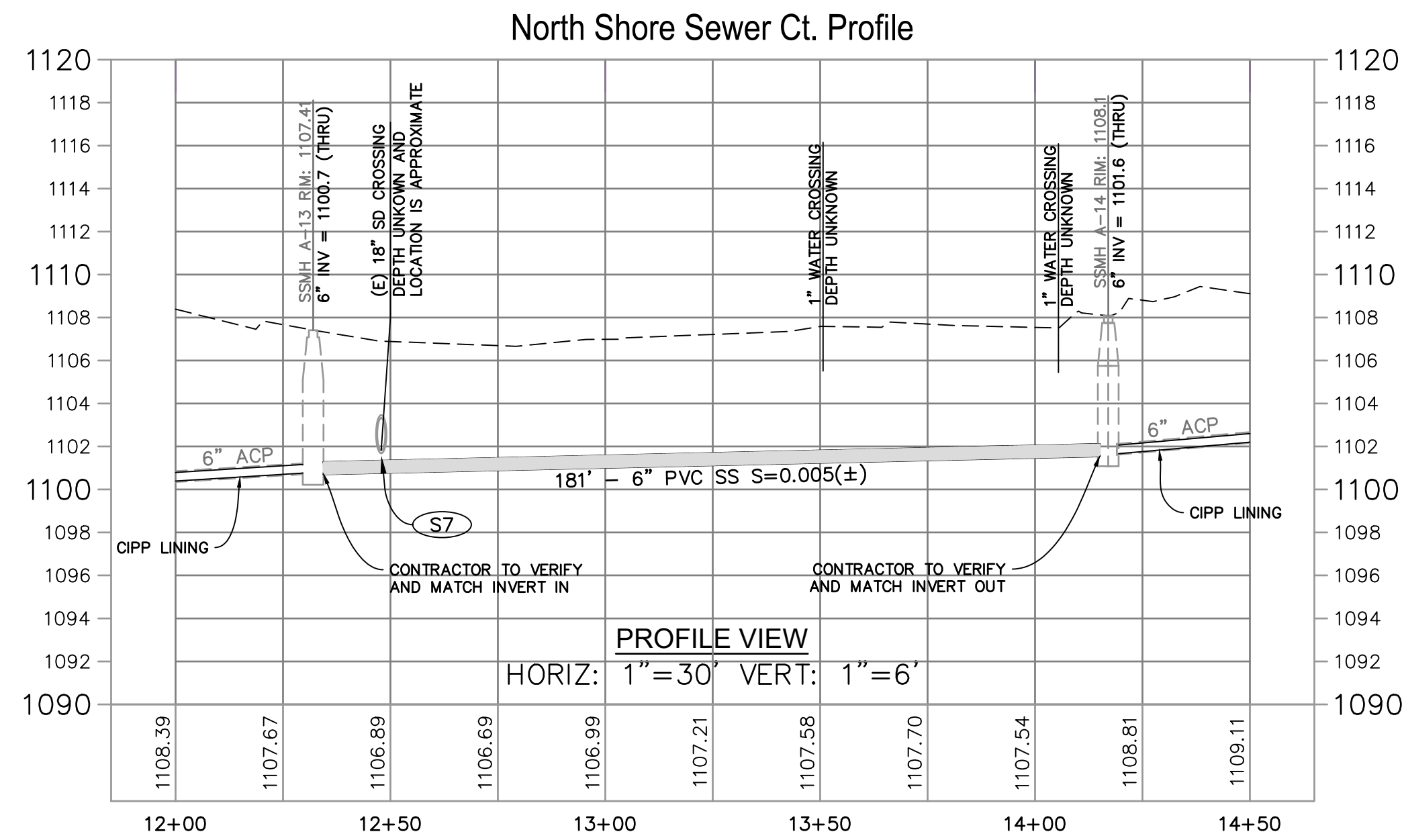
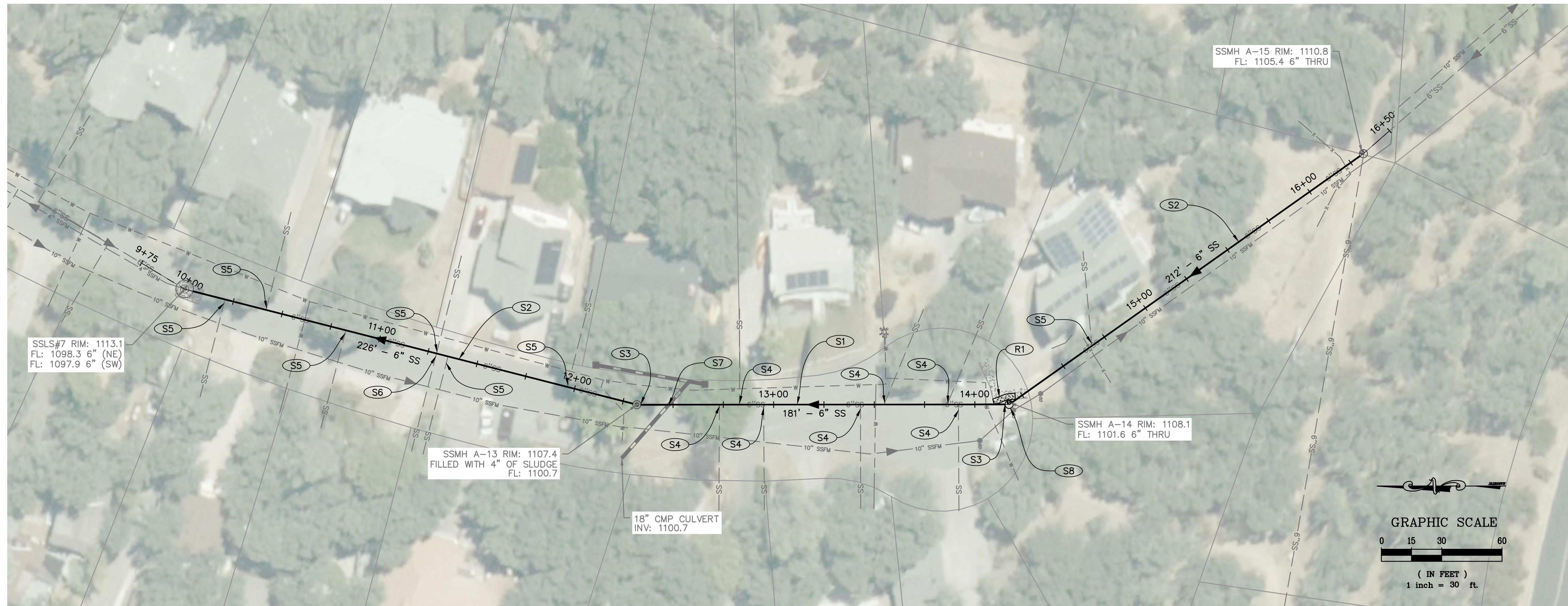
PROJECT NUMBER 99-4798

DRAWING DATE MAY 2022

SHEET NUMBER 2 OF 3

FOR REDUCED PLANS, THE ORIGINAL SCALE IS IN INCHES

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 ORIGINAL PLOT DATE: MAY 2022



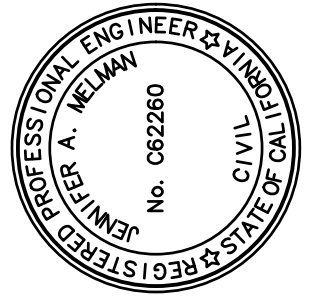
CONSTRUCTION NOTES

- (R1) SAWCUT & REPLACE CONCRETE DRIVEWAY AS REQUIRED TO INSTALL NEW SANITARY SEWER. DOWEL NEW CONCRETE TO EXISTING DRIVEWAY PER DETAIL (5/2)
- (S1) REPLACE EXISTING 6" ACP SANITARY SEWER WITH 6" PVC PIPE. PROVIDE PIPE BEDDING PER EMWD STD SB-157, CLASS "C" AND TRENCH BACKFILL PER STD SB-158, 3" MINIMUM AC OVER 6" AB. (1/2)
- (S2) CIPP-LINE EXISTING 6" ACP SANITARY SEWER, FROM MANHOLE TO MANHOLE USING END SEALS PER SPECIFICATIONS. (1/2)
- (S3) CONNECT NEW SANITARY SEWER TO EXISTING MANHOLE PER DETAIL CONTRACTOR TO VERIFY INVERT PRIOR TO EXCAVATION. (2/2)
- (S4) RECONNECT ALL ACTIVE SEWER LATERALS TO REHABILITATED SEWER MAIN WITH NEW SANITARY WYE AND STAINLESS STEEL-BANDED RUBBER COUPLERS PER DETAIL (2/2)
- (S5) INSTALL A CIPP TOP HAT AT EACH ACTIVE LATERAL PER SPECIFICATIONS. (2/2)
- (S6) PRIOR TO CIPP-LINING, CONTRACTOR TO VERIFY THAT SEWER LATERAL IS CAPPED. CONTRACTOR SHALL NOT REINSTATE SEWER LATERALS THAT HAVE BEEN PREVIOUSLY CAPPED. (4/2)
- (S7) IF VERTICAL CLEARANCE IS LESS THAN 1 FOOT, PROVIDE A CDF SADDLE PER DETAIL (3/2)
- (S8) REMOVE EXISTING MANHOLE FRAME, COVER AND BRICK AND MORTAR MANHOLE CHIMNEY AND REPLACE PER DETAIL (3/2)



Coastland Civil Engineering, Inc.
 1400 Neotomas Avenue, Santa Rosa, CA 95405
 707.571.8003 Fax

PREPARED UNDER THE DIRECTION OF
 Jennifer Johnson
 JENNIFER A. MELMAN, RCE C62260 DATE 5/6/2022
 DESIGNED BY JAM
 DRAWN BY SF
 REVIEWED BY SF
 JAM



NORTH SHORE COURT
 SEWER REHABILITATION
 HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT CALIFORNIA
PLAN & PROFILE
 NORTH SHORE COURT

PROJECT NUMBER
99-4798
 DRAWING DATE
MAY 2022
 SHEET NUMBER
3 OF 3

Hidden Valley Lake Community Services District
Engineer's Estimate of Construction Cost
North Shore Court Sewer Rehabilitation Project
May 2022

Item No.	Item Description	Estimated Quantity	Unit of Measure	Unit Cost	Item Total
1	Traffic Control System	1	LS	\$ 7,500.00	7,500.00
2	Trench Shoring and Bracing	1	LS	\$ 5,000.00	5,000.00
3	Sewer Flow Control	1	LS	\$ 10,000.00	10,000.00
4	Rehabilitate 6-inch Sanitary Sewer Main by CIPP	438	LF	\$ 100.00	43,800.00
5	Reinstate Lateral and Install Cured-in-Place Top Hat	7	EA	\$ 1,800.00	12,600.00
6	CIPP Pre-Liner	100	LF	\$ 5.00	500.00
7	Replace 6-inch Sanitary Sewer Main with 6-inch PVC by Open Cut Construction	181	LF	\$ 435.00	78,735.00
8	Reconnect Laterals to new Sewer Main By Open Cut Construction	7	EA	\$ 2,000.00	14,000.00
9	Asphalt Concrete Trench Paving (Permanent)	10	TON	\$ 750.00	7,500.00
10	Mobilization	1	LS	\$ 18,000.00	18,000.00

Construction Cost 197,635.00
Contingency (10%) 19,764.00
Total Construction 217,399.00

Construction Management and Inspection (16%) 34,784.00
Total Cost 252,183.00

Fiscal Year

2022-2023

Budget



Pending Approval

May 17, 2022

Board of Directors:

Gary Graves, President

Claude Brown, Vice President

Jim Freeman

Jim Lieberman

Sean Millerick

General Manager:

Dennis White

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Introduction

The Hidden Valley Lake Community Services District (District) is an independent special district serving the Hidden Valley Lake Community in southern Lake County, California. The District, which consists of 15 full-time employees, and 1 part-time employee, provides municipal water to over 2,500 homes and 5 distinct businesses, and sewer services to nearly 1,500 within its three square mile service area.

Mission Statement

“The mission of the Hidden Valley Lake Community Services District is to provide, maintain and protect our community’s water.”

History

The Stonehouse Mutual Water Company was established in 1968 and supplied water to the Hidden Valley Lake subdivision. The Hidden Valley Lake Community Service District was established in 1984. In the early 1990’s discussions of a merger between Stonehouse Mutual Water Company, and Hidden Valley Lake Community Services District began. It was evident that combining the two stand-alone providers into one utility company would result in a tremendous cost savings. The merge also provided additional protection to the community via State oversight as well as access to grants and low cost loans. With the passage of AB 1504, the merger of the two utilities was accomplished on January 1, 1993 at 12:01 am.

Board of Directors

The Board of Directors of the Hidden Valley Lake CSD consists of five elected officials who are tasked with representing the general interest of those in the Hidden Valley Lake community. Directors must live within the boundaries of the water or sewer district, ensuring that they fully understand the intricacies of the community and are enlisted in services provided. Each member serves a four year term. Elections are held in November of odd numbered years, and Director terms are staggered to mitigate disruption.

The Board of Directors sets goals and creates policies that guide District operations. The Board appoints a General Manager to handle the day-to-day operations of the District and to carry out the goals and policies. It is the General Manager's responsibility to ensure that District procedures are in line with the District's mission. Beyond the General Manager, the Board also appoints legal counsel and financial auditors.

The HVLCSD Board of Directors is committed to transparency. Board meetings are held in accordance with the Brown Act and are noticed as such. Regular board meetings are held on the third Tuesday of the month at 7:00 p.m. at the District's business office, 19400 Hartmann Rd., Hidden Valley Lake. An exception was made during the height of the pandemic, where board meetings were held virtually in the interest of public, employee and director safety. The board also assigns standing and ad hoc committees that meet throughout the year to assist in the development of policy. Committee meetings are also held at the District's business office; times and dates vary by committee and can be found on the District website, www.hvllcsd.org. Each meeting ends with a call for public comment, and community members are encouraged to attend and voice concerns or share accolades.

Revenue and Expense Trends and Forecast

Water & Sewer Overview

Both the Water & Sewer Funds continue to improve. Now 18 months into the new 4.5 year rate structure, the District is experiencing water and sewer use revenues that are helping the recovery process from the fiscal shortfalls of years past. Nonetheless, District infrastructure challenges still remain. Extraordinarily damaging weather events during the previous 5-year rate structure eroded the reserves that the rates were designed to enhance. By simply surviving the natural disasters from 2015 – 2020, capital improvement projects were deferred, and the District's net worth suffered. The horizon to fully recover from these disasters is long, but we are moving in the right direction. We are taking the early steps towards resiliency and sustainability. Some major milestones contributing to this effort are 1) Productive collaboration between Directors and the General Manager, 2) Career growth opportunities for in-house staff, and 3) The continual search for and implementation of project funding to help off-set the costs of major improvements to our ratepayers. When we work together, and we like what we do, everyone wins.

Water Fund

Water demand has levelled out since the highs recorded in 2019 – 2020. Residents are adjusting to the new 5 -year rate structure, and consumption levels are therefore conservative. Conversely, the amount of new connections is up and rate revenue proceeds are healthy. These proceeds have gone right back into the infrastructure, replacing legacy water meters with an advanced metering infrastructure (AMI). Costly events for the Water Fund have been the water shut-off moratorium, and water main breaks. The arrearages imposed by this moratorium were as high as 1.11% of water revenues in the last fiscal year. The retail value of water lost over the last fiscal year was 1.11% of water revenues. Quantifying these costs only serves to underscore the urgent need for continued capital improvements.

A look to the future promises arrearages that extend no longer than 3 months, which establishes a much more manageable balance sheet for operations. The future of capital improvement is focused on water supply reliability. This theme of water supply reliability is the big picture. Together, we can bring resilience and sustainability back to the District. Every collaborative decision made is a step closer to the big picture. In-house staff are working daily to improve infrastructure. Keeping expertise in-house builds work pride and reduces attrition costs. A

commitment to its own workforce engenders loyalty and is an integral part of a sustainable future.

Sewer Fund

While sewer consumption figures have dropped slightly, rate revenue is in-line with the forecasts identified in the rate study adopted December of 2020. Similar to the Water Fund, these revenues are going straight back into the infrastructure that is in need of repair. Equipment purchases have been smaller and more customized to the specific needs of a District this size. Sewer revenues have also allowed for vast improvements in the mitigation of leaks and stormwater inflow. Cured-in-place pipelining, pipe bursting, and airtight HPDE manhole lids are some of the newer technologies being put to use in the sewer infrastructure. All of these improvements help prevent inundation events that devastate the wastewater treatment plant as evidenced by the flooding disasters of 2017 and 2019. In-house staff are able to capitalize on newer equipment to repair failures faster and cheaper. Preventative maintenance is on the upswing, further reducing the costly effects of failure.

Final Thoughts:

The District has presented a balanced budget for the 2022/2023 fiscal year. Projected revenues, operational expenses, and capital improvement needs continue to be a reflection of the 2020 NBS Rate Study that was fully vetted by District staff.

Rising costs of fuels and materials have been incorporated into the operational expense plan, as well as extended expected delivery dates for materials. During these tumultuous times of climactic risk such as fire and flood, this operational plan incorporates increased costs using the best data available. Despite the scarcity of surface water, groundwater levels remain stable and resilient. Given groundwater performance during previous drought years, and the recharge rate observed currently, drought surcharges are unlikely to be implemented in the upcoming fiscal

year. The District is fortunate to have achieved success in managing operational expenses last year, the first full year of the new rate structure. While expenses will inevitably continue to increase year to year, this balanced budget had made accommodations. Proper fiscal management of operations have, and will continue to illustrate how ratepayers water and sewer

use fees have been put to the most beneficial use to “provide, maintain, and protect our community’s water” amidst relative uncertainty.

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**HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT
PROPOSED 2022-2023 BUDGET
SEWER ENTERPRISE FUND**

REVENUE	
120-4020 PERMIT & INSPECTION FEES	1,000
120-4045 AVAILABILITY FEES	5,500
120-4050 SALES OF RECLAIMED WATER	154,542
120-4111 COMMERCIAL SEWER USE	85,538
120-4112 GOVERNMENT SEWER USE	1,200
120-4116 SEWER USE CHARGES	1,836,418
120-4210 LATE FEE	22,000
120 4300 MISC INCOME	2,500
120-4310 OTHER INCOME	1,450
120-4550 INTEREST INCOME	500
TOTAL REVENUE	2,110,648

**HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT
PROPOSED 2022-2023 BUDGET
SEWER ENTERPRISE FUND**

OPERATING EXPENDITURES	
120-5010 SALARY & WAGES	568,698
120-5020 EMPLOYEE BENEFITS	216,772
120-5021 RETIREMENT BENEFITS	117,770
120-5022 CLOTHING ALLOWANCE	2,500
120-5024 WORKERS COMP INSURANCE	12,000
120-5025 RETIREE HEALTH BENEFITS	8,452
120-5030 DIRECTOR HEALTH BENEFITS	25,629
120-5040 ELECTION EXPENSE	2,500
120-5060 GASOLINE, OIL & FUEL	30,000
120-5061 VEHICLE MAINT	26,415
120-5062 TAXES & LICENSE	800
120-5063 CERTIFICATIONS	2,000
120-5074 PROPERTY/LIABILITY INSURANCE	104,000
120-5075 BANK FEES	30,000
120-5080 MEMBERSHIP & SUBSCRIPTIONS	11,000
120-5090 OFFICE SUPPLIES	5,000
120-5092 POSTAGE & SHIPPING	9,000
120-5121 LEGAL SERVICES	12,000

120-5122 ENGINEERING SERVICES	49,000
120-5123 OTHER PROFFESIONAL SERVICES	10,000
120-5126 AUDIT SERVICES	7,500
120-5130 PRINTING & PUBLICATION	6,000
120-5135 NEWSLETTER	1,000
120-5145 EQUIPMENT RENTAL	5,000
120-5148 OPERATING SUPPLIES	50,000
120-5150 REPAIR & REPLACE	180,000
120-5155 MAINT BLDG & GROUNDS	12,000
120-5156 CUSTODIAL SERVICES	17,500
120-5157 SECURITY	1,000
120-5160 SLUDGE DISPOSAL	35,000
120-5165 TERTIARY POND MAINT	50,000
120-5170 TRAVEL & MEETINGS	6,200
120-5175 EDUCATION/SEMINARS	10,500
120-5176 DIRECTOR TRAINING	3,600
120-5179 ADM MISC EXPENSE	350
120-5191 TELEPHONE	15,000
120-5192 ELECTRICITY	155,000
120-5193 OTHER UTILITIES	3,500

120-5194 IT SERVICES	35,000
120-5195 ENV/MONITORING	40,000
120-5198 ANNUAL OPERATING FEES	7,500
120-5310 EQUIPMENT - FIELD	1,200
120-5311 EQUIPMENT - OFFICE	1,200
120-5312 TOOLS - FIELD	1,500
120-5315 SAFETY EQUIPMENT	3,500
120-5317 COVID-19	7,500
120-5545 RECORDING FEES	250
120-5580 TRANSFER OUT – FUND 219 USDA SOLAR DEBT	32,205

TOTAL OPERATING EXPENDITURES	1,932,541
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**HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT
 PROPOSED 2022-2023 BUDGET
 WATER ENTERPRISE FUND**

REVENUE	
130-4035 RECONNECT FEES	5,000
130-4039 WATER CONNECTION FEE (METER)	3,290
130-4040 LIEN RECORDING FEES	1,200
130-4045 AVAILABILITY FEES	22,000
130-4110 COMMERCIAL WATER USE	144,786
130-4111 BULK WATER SALES	7,500
130-4112 GOVERNMENT WATER USE	6,500
130-4115 WATER USE CHARGES	2,848,200
130-4210 LATE FEE 10%	32,000
130-4215 RETURNED CHECK FEE	500
130-4300 MISC INCOME	1,500
130-4310 OTHER INCOME	100
130-4330 HYDRANT METER USE DEPOSIT	9,720
130-4550 INTEREST INCOME	1,800
TOTAL REVENUE	3,084,096

**HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT
PROPOSED 2022-2023 BUDGET
WATER ENTERPRISE FUND**

OPERATING EXPENDITURES

130-5010 SALARY & WAGES	568,698
130-5020 EMPLOYEE BENEFITS	216,772
130-5021 RETIREMENT BENEFITS	117,770
130-5022 CLOTHING ALLOWANCE	2,500
130-5024 WORKERS' COMP INSURANCE	10,500
130-5025 RETIREE HEALTH BENEFITS	8,452
130-5030 DIRECTOR HEALTH BENEFITS	25,629
130-5040 ELECTION EXPENSE	2,500
130-5060 GASOLINE, OIL & FUEL	30,000
130-5061 VEHICLE MAINT	25,000
130-5062 TAXES & LICENSE	1,200
130-5063 CERTIFICATIONS	800
130-5074 PROPERTY/LIABILITY INSURANCE	104,000
130-5075 BANK FEES	30,000
130-5080 MEMBERSHIP & SUBSCRIPTIONS	28,000
130-5090 OFFICE SUPPLIES	5,000
130-5092 POSTAGE & SHIPPING	7,500

130-5110 CONTRACTUAL SERVICES	60,000
130-5121 LEGAL SERVICES	30,000
130-5122 ENGINEERING SERVICES	65,000
130-5123 OTHER PROFESSIONAL SERVICES	15,000
130-5124 GSA - GROUNDWATER SUSTAINABILITY	15,000
130-5126 AUDIT SERVICES	7,500
130-5130 PRINTING & PUBLICATION	7,500
130-5135 NEWSLETTER	1,200
130-5145 EQUIPMENT RENTAL	35,000
130-5148 OPERATING SUPPLIES	7,500
130-5150 REPAIR & REPLACE	225,000
130-5155 MAINT BLDG & GROUNDS	15,000
130-5156 CUSTODIAL SERVICES	5,000
130-5157 SECURITY	5,000
130-5170 TRAVEL & MEETINGS	6,200
130-5175 EDUCATION/SEMINARS	10,000
130-5176 DIRECTOR TRAINING	5,000
130-5179 ADM MISC EXPENSE	350
130-5191 TELEPHONE	15,000
130-5192 ELECTRICITY	200,000
130-5193 OTHER UTILITIES	3,600
130-5194 IT SERVICES	55,000

130-5195 ENV/MONITORING	20,000
130-5198 ANNUAL OPERATING FEES	40,000
130-5310 EQUIPMENT - FIELD	1,000
130-5311 EQUIPMENT - OFFICE	1,000
130-5312 TOOLS - FIELD	2,000
130-5315 SAFETY EQUIPMENT	5,000
130-5317 COVID-19	7,500
130-5505 WATER CONSERVATION	5,000
130-5545 RECORDING FEES	250
130-5580 TRANSFER OUT-218 CIEDB DEBT	96,979
130-5600 CONTINGENCY	30,000

TOTAL OPERATING EXPENDITURES	2,181,900
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Significant Changes

Salaries and Benefits

This fiscal year saw an increase in staffing from 12 to 17 employees. All employee pay rates continue to operate on a 7% lag of the DeLoach Salary Survey of 2020. Potential revisions of Other Post-Employment Benefits (OPEB) is under review. The District wishes to equitably reward employees for their years of service, while ensuring the fiscal health of the public agency.

Insurance

Liability insurance is under review. The District is verifying all appropriate District property is insured, and with the most palatable terms for premium and deductible. Earthquake insurance has not historically been a District choice for coverage, but is also under review.

GSA

This item has replaced the “Water Rights” line item in the budget. As the source water definition has transitioned from surface water diversion to percolating groundwater, the District will be investigating the steps necessary to become a Groundwater Sustainability Agency for the Coyote Valley Basin.

Repair/Replace

The Water and Sewer repair/replace budget has increased 33% and 20%, resp. due to rising costs of materials.

Contractual Services

The District has budgeted for the added capacity and project assistance that the CivicSpark Fellowship provides. Past experience has shown great results from this program, and staff anticipates additional project support needs in the Water Distribution category.

Office and Safety Equipment

This budget item only increased slightly despite significant overages in fiscal year 21/22. The rising cost of materials, and COVID-19 prevention and protection expenses were unanticipated.

A separate line item for COVID-19 has been designed to closely track those specific expenses.

Electricity

Energy rates continue to increase, the District's grandfathered pricing has expired. This budget item for water and sewer electric charges has increased by 12% and 63%, resp.

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Capital Additions

The five (5) year Capital Improvement Plan adopted in December of 2020 remains in effect, with only slight revisions to project definitions. Instead of multiple names for a single project, the project names are now hierarchical in nature to better reflect the overall goals of the District.

Water

Reliable Water Supply: \$700,000

Unit 9 Tank (\$200,000) – The District seeks to maintain a reliable water supply by replacing a water storage tank in an area known as Unit 9. A significant additional benefit of this project is the resilience to wildfire. “Replace wooden tank” and “Wildfire Resilience” were part of the project’s previous nomenclature. This effort involves replacing the wooden 150,000 gallon water tank with two, 250,000 gallon steel-welded tanks. While having been awarded Federal funding in February of 2022, additional documentation is needed from the funding agency (FEMA HMGP) before project activities can begin. This fiscal year’s allocation is designed to account for procurement of Design Engineering and Construction bid support.

AMI (\$300,000) – The District seeks to maintain a reliable water supply by replacing legacy water meters with an advanced metering infrastructure (AMI). In its second year of implementation, additional materials are estimated to cost \$300,000 which is reflected in this year’s allocation.

Mainlines (\$200,000) – Clearly, developing and maintaining a reliable water supply depends on a number of factors. The water distribution system is made up of water storage tanks, water meters, and water mainlines, among other things. Under the umbrella of reliable water supply, the District is allocating funds towards water mainline rehabilitation. With significant efforts underway in the research area, this allocation represents the beginning of enactment towards rehabilitation.

Disaster Mitigation: \$200,000

Generators (\$100,000) – Public Safety Power Shutoffs (PSPS) have been deemed necessary for the power utility to mitigate the effects of climactic events that pose a high fire threat. These s

shutoffs, however, are exceedingly expensive to the District. To lower the cost of service during these events, the placement of permanent generators at water pumping stations is needed. This annual allocation will help secure a permanent generator at one pumping station.

SCADA (\$100,000) – This project is designed to mitigate against disaster by fortifying the District’s Supervisory Control And Data Acquisition (SCADA) system. Funding is split between both the water and sewer fund as this system supports both. In its second year of development, the SCADA Master Plan has been newly adopted, and an implementation plan is soon to follow. The funding allocation reflects the effort required to develop the implementation plan as well as the beginning steps of implementation.

Regulatory Compliance: \$75,000

Construction Truck (\$75,000) – Given the existing emissions standards for heavy duty diesel vehicles, and the EPA’s recent reinstatement of state authority to implement emissions standards, it is prudent to acquire a new construction truck to comply with these standards. This truck will be right-sized for the growing preventative maintenance responsibility of in-house staff. Maintenance is required for both water and sewer infrastructure, and the cost is therefore split between the two funds.

Risk Management: \$50,000

Risk Management Plan (\$50,000) – Much like the Risk Management Plan (RMP) for wastewater treatment, a new plan will need to be developed for water treatment. This year’s allocation represents engineering support in this effort.

Records Retention: \$25,000

IT Upgrades (\$25,000) – In order to be current in the business computing environment, IT upgrades are warranted. By law, select documentation at a public agency must remain on-file for several years. Increasing reliability of this computing environment will aid in records retention compliance.

Sewer

Disaster Mitigation: \$100,000

SCADA (\$100,000) - This project is designed to mitigate against disaster by fortifying the District's Supervisory Control And Data Acquisition (SCADA) system. Funding is split between both the sewer and water fund as this system supports both. In its second year of development, the SCADA Master Plan has been newly adopted, and an implementation plan is soon to follow. The funding allocation reflects the effort required to develop the implementation plan as well as the beginning steps of implementation.

Regulatory Compliance: \$385,000

I&I Mitigation (\$310,000) – According to the District's Waste Discharge Permit, “the bypass or overflow of untreated or partially treated waste is prohibited.” All efforts to reduce Infiltration and Inflow in the sewer collection system are to achieve regulatory compliance regarding the prohibition of overflow. The latest construction effort to reduce I&I is the rehabilitation of 619' of sewer line. CCTV, assessment, and planning last year have led up to the final specifications of this project. Costs of this rehabilitation, as well as continued manhole lid replacements comprise this year's allocation.

Construction Truck (\$75,000) - Given the existing emissions standards for heavy duty diesel vehicles, and the EPA's recent reinstatement of state authority to implement emissions standards, it is prudent to acquire a new construction truck to comply with these standards. This truck will be right-sized for the growing preventative maintenance responsibility of in-house staff. Maintenance is required for both sewer and water infrastructure, and the cost is therefore split between the two funds.

Risk Management: \$22,500

Chlorine Tank Auto Shut-Off (\$22,500) – A improvement opportunity identified in the Chlorine Risk Management Plan (RMP), this project will involve the addition of an auto shut-off capability in the chlorine tank room.

Records Retention: \$25,000

IT Upgrades (\$25,000) – In order to be current in the business computing environment, IT upgrades are warranted. By law, select documentation at a public agency must remain on-file for

several years. Increasing reliability of this computing environment will aid in records retention compliance.

DRAFT

HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT

PROPOSED 2022-2023 BUDGET

CAPITAL PROJECTS

WASTEWATER PROJECT DESCRIPTION		
120-5-70-7201	REGULATORY COMPLIANCE	\$ 385,000
120-5-70-7202	DISASTER MITIGATION	\$ 100,000
120-5-70-7203	DISASTER RECOVERY	\$ -
120-5-70-7205	RISK MANAGEMENT	\$ 22,500
120-5-70-7206	RECORDS RETENTION	\$ 25,000
TOTAL CAPITAL WASTEWATER EXPENDITURES		\$ 532,500
WATER PROJECT DESCRIPTION		
130-5-70-7201	REGULATORY COMPLIANCE	\$ 75,000
130-5-70-7202	DISASTER MITIGATION	\$ 200,000
130-5-70-7203	DISASTER RECOVERY	\$ -
130-5-70-7204	RELIABLE WATER SUPPLY	\$ 700,000
130-5-70-7205	RISK MANAGEMENT	\$ 50,000
130-5-70-7206	RECORDS RETENTION	\$ 25,000
TOTAL CAPITAL WATER EXPENDITURES		\$ 1,050,500

Debt

1) Sewer Expansion and Wastewater Treatment Plant

Sewer System Reassessment District No. 1 Limited Obligation Refunding Improvements Bonds Series 2016, issued March 9, 2016 in the amount of \$3,650,000, payable in annual installments with an interest rate of 3.25-3.50% and maturity of September 2, 2032. The bonds were used to finance improvements to the sewer system. The bonds are secured by a pledge of reassessment of revenues.

2) Water Infrastructure Project

California Infrastructure and Economic Development Bank direct borrowing Loan, issued June 24, 2002 in the amount of \$3,000,000, payable in annual installments with an interest rate of 3.48% and maturity on February 1, 2032. The loan was used to finance the expansion and upgrade of the water system. Net system revenues and all amounts in the enterprise fund are pledged as collateral for the debt.

3) Solar Project

2012 Series direct borrowing Certificate of Participation Water Reclamation Plant Energy Sustainability Project issued October 1, 2012, in the amount of \$640,000, payable in annual installments with an interest rate of 3.0% and maturity on August 1, 2041. The certificates of participation were used to finance the sewer system solar project. Net revenues are pledged as collateral for debt.

**HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT
2022-2023 PROPOSED BUDGET
DEBT**

DEBT REVENUE SOURCE		FUND	AMOUNT
1)	BOND SERIES 2016 - TAX ASSESMENT	215	\$ 295,368
2)	CIEDB LOAN - WATER INFRASTRUCTURE	130	170,075
3)	USDA LOAN - SOLAR PROJECT WWTP	120	32,205
TOTAL DEBT SERVICE REVENUE			\$ 497,648
DEBT SERVICE EXPENSE		FUND	AMOUNT
1)	BOND SERIES 2016 (PRINCIPAL)	215	\$ 199,000
	BOND SERIES 2016 (INTEREST)	215	86,728
	BOND ADMINISTRATION (ANNUAL FEE)	215	9,640
			\$ 295,368
2)	CIEDB (PRINCIPAL)	218	\$ 117,859
	CIEDB (INTEREST)	218	48,072
	CIEDB (ANNUAL FEE)	218	4,144
			\$ 170,075
3)	USDA SOLAR LOAN (PRINCIPAL)	219	\$ 18,000
	USDA SOLAR LOAN (INTEREST)	219	14,205
			\$ 32,205
TOTAL DEBT SERVICE EXPENSE			\$ 497,648

AGREEMENT FOR PERSONAL SERVICES
between
HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT
and
DENNIS WHITE

This AGREEMENT FOR PERSONAL SERVICES is made and entered into this 16th day of September 2020 (the "Effective Date") by and between the HIDDEN VALLEY LAKE COMMUNITY SERVICES DISTRICT, a California Special District formed under applicable provisions of the California Government Code section 60000, et seq. (hereinafter referred to as "District") and DENNIS WHITE, an individual to be employed by the District as General Manager (hereinafter referred to as "General Manager").

Recitals

The District's Board of Directors (the "Board") wishes to enter into an employment agreement with DENNIS WHITE to provide professional services as General Manager of the District.

NOW THEREFORE IT IS AGREED by the DISTRICT and DENNIS WHITE as follows:

I. DUTIES: The General Manager shall perform all duties, assume all obligations and constantly meet all qualifications of the office of General Manager as described in the specifications for said position, and as may be approved by the Board as of the Effective Date, and as such specifications may, from time to time, be amended by the Board. General Manager shall be subject to all pertinent provisions of the ordinances, resolutions, rules, regulations and all other lawful orders and directives of the Board and the District. Said duties and obligations shall be performed in an efficient and professional manner and in conformance with the standards generally prevailing for the performance of the duties and obligations pertaining to the position of similar managerial positions of public or private entities, including, but not limited to, Community Services Districts, in the State of California. Notwithstanding any other provision herein, General Manager shall serve at the pleasure of the Board and may be discharged at any time with or without cause, subject only to Section XI of this Agreement.

The General Manager shall perform essential functions and responsibilities and duties that shall include, but not be limited to, the following:

- Provide overall executive direction of day-to-day and long-term operations and activities of the District, organizing and assigning responsibilities, and directing and overseeing the management provided by subordinate managers.
- Provide general direction on the design, construction, operation, and maintenance of all planned or proposed District facilities and activities.
- Within guidelines established by the Board, direct the establishment of overall strategic plans, long-term goals, and objectives.
- Keep the Board of Directors advised of District activities and laws, issues, or problems that may affect District operations.
- Review and implement policies adopted by the Board and make appropriate recommendations to the Board.
- Represent the Board of Directors and the District in contacts with various federal, state, and local government agencies, community groups and businesses, and other professional organizations.

- Negotiate a variety of contracts and agreements on the District's behalf in accordance with Board policy, direction, or delegation.
- Oversee preparation and implementation of the annual District budget.
- Monitor and implement all personnel rules and regulations in accordance with applicable laws and regulations.
- Respond to and resolve difficult and sensitive customer inquiries and complaints.
- Maintain and improve professional proficiencies

II. GENERAL MANAGER AND BOARD RESPONSIBILITIES: The Board of Directors is the governing body of the District and retains the responsibility of formulating and adopting District policy. The General Manager has the primary responsibility for the implementation of District policy.

III. PERSONNEL MATTERS: The General Manager has the additional responsibility to hire, train, discipline, and discharge the District's employees, including administrative and supervisory staff to best serve the District. It is, however, understood and agreed that these responsibilities are specifically limited by the fact that the Board of Directors of the District must specifically approve the creation and authorization of positions, and the establishment and adjustment of pay scales for these positions. The General Manager retains the authority to promote or demote employees within their respective class of position and make salary adjustments consistent with previously Board approved authority for the position and any applicable labor agreement.

IV. EFFECTIVE DATE AND TERM: The initial term of this Agreement shall be for two (2) years from the Effective Date, beginning September 16, 2020 and terminating on September 15, 2022.

From and after the Effective Date, General Manager shall perform all duties, assume all obligations and constantly meet all qualifications of the office of General Manager as described in the specifications for said position and as may be approved by the Board as of the Effective Date, and as such specifications may, from time to time, be amended by the Board.

Subject to the District's right to terminate this Agreement and General Manager's employment at any time pursuant to Section XI of this Agreement, this Agreement shall automatically be renewed for subsequent one (1) year periods, unless the Board provides written notice to the General Manager no less than ninety (90) days prior to the expiration of the current term or an extended term that the Agreement will be terminated.

V. COMPENSATION: The General Manager is to be paid the annual sum of \$125,000 for fulfilling the duties described herein, accruing neither overtime nor compensatory time, prorated and payable in accordance with the District's standard payroll procedures, subject to the following adjustments:

- a. Each year, pursuant to Sections IX and X of this Agreement, the Board of Directors shall review the General Manager's performance and based upon performance of the duties and meeting or exceeding the agreed upon performance objectives determine if a merit-based salary or other salary and/or benefit increase, including any cost of living based increase, is warranted and act accordingly. Any such increases, including cost of living based increases, will be subject to a written amendment to this Agreement.

VI. HOURS OF WORK: The regular business hours of the District are 8:00 AM to 5:00 PM. It is recognized that the General Manager must devote a great deal of time outside the normal hours of business for the District, and to that end the General Manager shall be allowed to establish an appropriate work schedule. The schedule shall be appropriate to the needs of the District and shall allow General Manager to faithfully perform the assigned duties and responsibilities. General Manager shall maintain a continuous presence or means of

communication with District staff at all times, either in person or via telephone, cell phone, or e-mail. When unavailable, General Manager shall ensure that duties have been properly and appropriately delegated to qualified District staff. If District is unable to contact General Manager in a reasonable time for reasons beyond the General Manager's control such as on-duty or off-duty air travel, General Manager's presence in areas without cellular phone service, email access, international travel or other similar circumstances, General Manager's inability to maintain continuous availability shall not be considered a breach of this Agreement or grounds for termination for cause.

VII. BENEFITS: The General Manager shall be afforded the following benefits package:

General Manager shall receive and accrue the same group insurance, retirement, vacation, holiday, sick leave, and other benefits in accordance with District's personnel rules and regulations, as these may be amended from time to time, except as these benefits may be modified in this Section VII.

- a. The General Manager shall receive twenty (20) days of vacation annually, totaling one-hundred sixty (160) hours. The General Manager shall not be eligible to accrue greater than a maximum of four hundred and forty (440) vacation hours. The vacation provided herein shall not modify District retirement service time or other benefit categories as provided for in the District's personnel rules and regulations, as these may be amended from time to time.
- b. General Manager shall accrue sick leave at a rate of ninety-six (96) hours per year (3.69 days per pay period). The General Manager shall maintain any sick leave previously accrued as an employee of the District.
- c. General Manager shall receive twelve and one half (12.5) holiday days per year, totaling one hundred (100) hours.
- d. The General Manager shall continue to be enrolled in CalPERS retirement benefits at the ~~2.5%~~ 3% @ 55 formula.
- e. In lieu of reimbursement for personal vehicle mileage expenses or a monthly vehicle allowance, the General Manager shall be provided with an appropriate District-owned vehicle for use in the performance of official duties pursuant to this Agreement. For the convenience of the District, the General Manager shall have use of the vehicle for transit to and from the District so that the vehicle shall be available to attend meetings and other functions on the District's behalf at the District headquarters and elsewhere and to enable prompt response to emergencies or other circumstances requiring the General Manager's attention. The District shall own and insure the vehicle and be responsible for fuel and maintenance. Provision of a vehicle for use as described in this paragraph may be subject to applicable taxes pursuant to the Internal Revenue Code.
- f. In lieu of reimbursement for the use of a personal mobile telephone or similar device, the District shall provide a District-owned mobile telephone or similar device with an appropriate access plan to ensure General Manager's accessibility and availability pursuant to this Agreement.

VIII. GENERAL BUSINESS EXPENSES:

- a. Subject to prior approval of the specific dues, subscriptions and memberships by the Board of Directors, the District agrees to pay for professional dues and subscriptions of the General Manager as may be necessary for professional development, membership and participation in regional, state, and local associations, and organizations necessary and desirable for the General Manager's continued professional participation, growth, and advancement, and for the good of the District.
- b. Subject to the funds approved and available in the District's travel budget, the District agrees to pay for travel and subsistence expenses (alcoholic beverages excluded) of General Manager for professional and official travel, meetings, short courses, institutes, seminars and occasions to regional, state, and local governmental groups and committees in which General Manager serves as a member to adequately continue the professional development of General Manager and to pursue necessary official functions for the District.
- c. Subject to approved budget allocation, any additional expenses incurred while performing

District business, excluding mileage and mobile phone expenses, will be reimbursed in accordance with District policy.

- d. The District shall bear the full cost of any fidelity or other bonds required of the General Manager under any law or ordinance.

IX. PERFORMANCE OBJECTIVES: The General Manager shall meet annually with the Board by the anniversary of the Effective Date of this Agreement to identify the District's and General Manager's performance objectives for the following year. Said performance objectives shall be proposed by the General Manager in writing and submitted to the Board for approval. If the Board does not approve said performance objectives, they shall establish reasonable performance objectives following consultation with the General Manager. The performance objectives shall be consistent with Board policy and the duties and responsibilities set forth in this Agreement. The Board reserves the right to evaluate the General Manager's performance at any other time as it may, in its sole discretion, determine.

X. EVALUATION: The Board shall initially evaluate the performance of the General Manager at approximately six (6) months from appointment and, then again, on or before the first anniversary of the Effective Date of this Agreement, and annually thereafter. The evaluation shall be based on the duties and agreed upon performance objectives. In its discretion, the Board of Directors may, following the first annual evaluation pursuant to this Agreement and consistent with Section V.a., consider modification to the compensation or benefits provided herein.

Failure of the Board to complete the evaluation process shall not preclude the Board from giving notice of termination in accordance with the Termination section of this Agreement.

XI. TERMINATION AND DISMISSAL: The General Manager shall serve at the will and pleasure of the District Board of Directors and may be terminated at any time, with or without cause. Nothing in this Agreement shall be construed to prevent the District, in its sole discretion, from terminating this Agreement and the services of the General Manager. The following provisions shall apply to termination and dismissal:

- a. The Board of Directors shall have the right to discharge the General Manager and terminate this Agreement for cause in the event of:

- (i) any willful breach of duty of this Agreement by the General Manager in the course of the employment;

- (ii) the General Manager's habitual neglect of or failure to perform the duties as outlined in this Agreement;

- (iii) conviction of a felony or a crime involving moral turpitude. In the event of the General Manager's termination for cause, the General Manager shall not be entitled to any severance pay or continuation of health benefits; or

- (iv) the death of the General Manager.

- b. If the Board of Directors terminates the employment of the General Manager without cause, the District shall pay the General Manager severance pay in an amount equal to three (3) months of the monthly base salary specified in Section V of this Agreement and, pursuant to Section VII of this Agreement, as it may be modified from time to time pursuant to the Agreement or any subsequent amendment.

- c. This severance payment shall be made within thirty (30) days of the effective date of the termination and is subject to applicable withholding taxes.

The General Manager may terminate this Agreement at any time upon sixty (60) days written notice to the Board of Directors. In the event that the General Manager should exercise the

option to terminate this Agreement (resign from District employment), the General Manager shall not be entitled to any severance pay or continuation of health benefits, except as may apply in the event General Manager retires from the District.

This Section XI is intended to comply with Section 53260 et seq. of the California Government Code. Pursuant to California Government Code Section 53260, in no event shall General Manager receive a settlement that exceeds an amount equal to the monthly salary multiplied by the number of months remaining on the unexpired term of this Agreement or the monthly salary multiplied by eighteen (18), whichever is less.

Pursuant to California Government Code Section 53243.2, any lump sum severance payment or other non-contractual payments related to termination paid to General Manager under Section XI of this Agreement shall be fully reimbursed by General Manager to the District if General Manager is convicted of a crime involving an abuse of the office or position. For purposes of this Agreement, the phrase "abuse of the office or position" shall have the meaning set forth in Government Code Section 53243.4. This Agreement shall be subject to the provisions of Government Code sections 53243-53243.4 which require reimbursement to the District under circumstances stated therein.

This Agreement, the General Manager's employment, and the District's obligations to compensate the General Manager, excepting benefits which are specifically identified to continue into retirement, shall cease on the effective date of General Manager's termination.

Notwithstanding anything in this Agreement to the contrary, in the event of the General Manager's termination without cause, the severance pay and other benefits, including the option to retire, provided in this Agreement shall be the General Manager's sole remedy.

The District's most current personnel rules and regulations shall apply except for those express provisions outlined in this Agreement which shall supersede the District's personnel rules and regulations.

- XII. APPLICABLE LAW: This Agreement shall be constructed in accordance with and governed by the laws of the State of California. Should any provision of this Agreement be determined by a court of competent jurisdiction to be invalid, the remainder of this Agreement shall nevertheless be binding and effective.

Upon the expiration or termination of this Agreement, the General Manager shall not be entitled to any severance pay or continuation of health benefits, except those limited to the provision of COBRA benefits, except as otherwise provided for herein.

- XIII. ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between the District and the General Manager and supersedes all prior agreements respecting the same subject, provided however, that all practices as described in the District's personnel rules and regulations, as they now exist or may hereafter be amended shall apply to the General Manager, unless contrary to specific provisions of this Agreement.

Each party agrees and acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or any one acting on behalf of any party, which are not included herein and that any agreement, statement, or promise not contained in this Agreement shall not be valid or binding on either party.

- XIV. WAIVER OF RIGHTS: Any waiver at any time by either party hereto of its rights with respect to a breach or default, or any other matter arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any other breach, default or matter.

- XV. REMEDIES NOT EXCLUSIVE: Except as otherwise provided herein, the use by either party of any remedies specified herein for the enforcement of this Agreement is not exclusive

and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

XVI. HEADINGS: Paragraph headings and titles of attachments as used herein are for convenience only and shall not be deemed to alter or modify the provisions of the paragraph headed thereby.

XVII. INTERPRETATION: The parties acknowledge that each party has reviewed, negotiated, and had an opportunity to discuss with counsel this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any document executed and delivered by any party in connection with transactions contemplated by this Agreement.

XVIII. WORKER'S COMPENSATION: Pursuant to the State of California Labor Code, Section 3700, et seq., the District shall secure workers' compensation insurance for the General Manager.

XIX. INDEMNIFICATION: District shall provide for the defense of General Manager in any action or proceeding alleging an act or omission within the scope of employment of General Manager in conformance with State law (Government Code Sections 995, et seq.). In addition, any funds provided by the District for the legal criminal defense of Employee shall be fully reimbursed to the District by General Manager if the General Manager is convicted of a crime involving an abuse of the office or position as required under Government Code Section 53243.1.

XX. AMENDMENTS: Any modifications of this Agreement will be effective only if in writing and signed by both the General Manager and the District.

XXI. NOTICE: Any notices required or permitted pursuant to this Agreement shall be given in person or by certified or registered mail, addressed as follows:

To District: President of the Board of Directors
Hidden Valley Lake Community Services District
19400 Hartmann Rd
Hidden Valley Lake, CA 95467

To General Manager: Dennis White
Address 18851 LOYLE SPRINGS ROAD
City State Zip HIDDEN VALLEY LAKE CA 95467

XXII. COUNTERPARTS; ELECTRONIC SIGNATURES: This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties; it being understood that all parties need not sign the same counterparts. The exchange of copies of this Agreement and of signature pages by facsimile transmission, by electronic mail in "portable document format" ("pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, or by combination of such means, shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by means shall be deemed to be their original signatures for all purposes.

IN WITNESS WHEREOF, the District and General Manager hereto have executed this Agreement as of the Effective Date.

D. White 9/15/2020
Dennis White Date

[Signature] 9/15/2020
James Lieberman, President, Board of Directors Date

ATTEST:

By: [Signature] 9/15/2020
District Secretary Date