

TWAIN HARTE COMMUNITY SERVICES DISTRICT

WATER – SEWER – FIRE – PARK
22912 Vantage Pointe Drive, Twain Harte, CA 95383
Phone (209) 586-3172 Fax (209) 586-0424

REGULAR MEETING OF THE BOARD OF DIRECTORS THCSD CONFERENCE ROOM 22912 VANTAGE POINTE DR., TWAIN HARTE May 10, 2023 9:00 A.M.

NOTICE: This meeting will be accessible via ZOOM for virtual participation.

- Videoconference Link: <https://us02web.zoom.us/j/84630683064>
- Meeting ID: 846 3068 3064
- Telephone: (669) 900-6833

AGENDA

The Board may take action on any item on the agenda.

1. Call to Order

2. Pledge of Allegiance & Roll Call

3. Reading of Mission Statement

4. Public Comment

This time is provided to the public to speak regarding items not listed on this agenda.

5. Consent Agenda:

- A. Presentation and approval of financial statements through April 30, 2023.
- B. Approval of the minutes of the Regular Meeting held on April 12, 2023.
- C. Discussion/action to adopt Resolution #23-09 – Intention to Continue Assessments for Fiscal Year 2023-24, Approval of Preliminary Engineer's Report and Notice of Hearing for the Park and Recreation Maintenance District.
- D. Discussion/action to adopt Resolution #23-10 – Intention to Continue Assessments for Fiscal Year 2023-24, Approval of Preliminary Engineer's Report and Notice of Hearing for the Fire and Rescue Assessment District.
- E. Discussion/action to adopt Resolution #23-11 – Intention to Continue Assessments for Fiscal Year 2023-24, Approval of Preliminary Engineer's Report and Notice of

Hearing for the Fire Protection and Emergency Response Services Assessment District.

6. New Business

- A. Discussion/action to adopt Resolution #23-12 – Declaring an Operations Division Equipment Trailer and 2016 Ford Expedition Chief Coverage Vehicle as Surplus Property.
- B. Discussion/action to adopt Resolution #23-13 – Approving a Fiscal Year 2022-23 Fire Fund Budget Adjustment in the Amount of \$8,100 for the Chief Coverage Vehicle Replacement.
- C. Discussion/action to adopt Resolution #23-14 – Approving Fiscal Year 2022-23 Water and Sewer Funds Budget Adjustments for Replacement of Truck #3 and Truck #4.
- D. Discussion/action to adopt the 20-Year Vehicle/Equipment Replacement Plan for Fiscal Year 2023-24.
- E. Discussion/action to adopt Resolution #23-15 – Amending the Fiscal Year 2022-23 Salary Plan to Add a Utility Maintenance Worker Position.
- F. Discussion/action to adopt Resolution #23-16 – Approving a Memorandum of Understanding with the Stanislaus Consolidated Firefighters L3399, IAFF.
- G. Discussion/action to approve proposed revisions to Policy #2010 – Employee Compensation, Hours of Work and Overtime.
- H. Discussion/action to approve proposed revisions to Policy #2040 – Sick Leave.
- I. Discussion/action to adopt Resolution #23-17 – Awarding a Construction Contract to Paso Robles Tank, Inc. in the Amount of \$923,069 for the Million Gallon Tank #2 Rehabilitation Project – Project #200-57-0002.
- J. Discussion/action to adopt Resolution #23-18 – Awarding a Contract to Public Restroom Company for Prefabricated Restrooms for the Twain Harte Meadows Park Project.
- K. Discussion/action regarding schedule for completing the Water and Sewer Rate Study, updating District Water and Sewer Ordinances, and proposing rate changes.

7. Reports

- A. President and Board member reports.
- B. Fire Chief's report.
- C. Water/Sewer Operations Manager's report.
- D. General Manager's report.

8. Closed Session

- A. With respect to every item of business to be discussed in closed session pursuant to Section 54957: Public Employee Performance Evaluation, General Manager.

9. Adjourn

HOW TO VIRTUALLY PARTICIPATE IN THIS MEETING

The public can virtually observe and participate in a meeting as follows:

- **Computer:** Join the videoconference by clicking the videoconference link located at the top of this agenda or on our website. You may be prompted to enter your name and email. Your email will remain private and you may enter “anonymous” for your name.
- **Smart Phone/Tablet:** Join the videoconference by clicking the videoconference link located at the top of this agenda OR log in through the Zoom mobile app and enter the Meeting ID# and Password found at the top of this agenda. You may be prompted to enter your name and email. Your email will remain private and you may enter “anonymous” for your name.
- **Telephone:** Listen to the meeting by calling Zoom at (4669) 900-6833. Enter the Meeting ID# listed at the top of this agenda, followed by the pound (#) key.

* NOTE: your personal video will be disabled and your microphone will be automatically muted.

FOR MORE DETAILED INSTRUCTIONS, CLICK [HERE](#)

SUBMITTING PUBLIC COMMENT

The public will have an opportunity to comment before and during the meeting as follows:

- **Before the Meeting:**
 - Email comments to ksilva@twainhartecsd.com, write “Public Comment” in the subject line. In the body of the email, include the agenda item number and title, as well as your comments.
 - Mail comments to THCS Board Secretary: P.O. Box 649, Twain Harte, CA 95383
- **During the Meeting:**
 - Computer/Tablet/Smartphone: Click the “Raise Hand” icon and the host will unmute your audio when it is time to receive public comment. If you would rather make a comment in writing, you may click on the “Q&A” icon and type your comment. You may need to tap your screen or click on “View Participants” to make icons visible.

Raise Hand Icon: 

Q&A Icon: 

- Telephone: Press *9 if to notify the host that you have a comment. The host will unmute you during the public comment period and invite you to share comments.
- In-Person: Raise your hand and the Board Chairperson will call on you.

* NOTE: If you wish to speak on an item on the agenda, you are welcome to do so during consideration of the agenda item itself. If you wish to speak on a matter that does not appear on the agenda, you may do so during the Public Comment period. Persons speaking during the Public Comment will be limited to five minutes or depending on the number of persons wishing to speak, it may be reduced to allow all members of the public the opportunity to address the Board. Except as otherwise provided by law, no action or discussion shall be taken/conducted on any item not appearing on the agenda. Public

comments must be addressed to the board as a whole through the President. Comments to individuals or staff are not permitted.

MEETING ETIQUETTE

Attendees shall make every effort not to disrupt the meeting. Cell phones must be silenced or set in a mode that will not disturb District business during the meeting.

ACCESSIBILITY

Board meetings are accessible to people with disabilities. In compliance with the Americans with Disabilities Act, those requiring accommodations for this meeting should notify the District office 48 hours prior to the meeting at (209) 586-3172.

WRITTEN MEETING MATERIALS

If written materials relating to items on this Agenda are distributed to Board members prior to the meeting, such materials will be made available for public inspection on the District's website:

www.twainhartecsd.com



Board Meeting Agenda Item Summary

May 10, 2023

ITEM #:	05A	ITEM TYPE:	<input type="checkbox"/> Discussion <input type="checkbox"/> Action <input checked="" type="checkbox"/> Both
SUBJECT:	Presentation and Approval of Financial Statements through April 30, 2023		
RELATION TO STRATEGIC PLAN:	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Advances Goal/Objective #'s: _____		

RECOMMENDED ACTION:

Receive and approve the financial statements through April 30, 2023

SUMMARY:

This item presents the following Fiscal Year 2022-23 financial statements for all District Funds through April 30, 2023:

- Operating Expenditure Summary
- Capital Expenditure Summary
- Bank Balances – Including a summary of receipts and disbursements

As a general summary of the financial statements:

- Operating expenditures for all funds are below the target of 83.33% expended.
- Capital expenditures for all funds are below target levels, primarily because larger capital projects will be constructed in summer 2023, expending most of the budget at the end of the year. Some projects are anticipated to span this fiscal year and next fiscal year.
- Bank balances are healthy and as expected. The transfer of funds to the new Five Star Bank operating account and money market account is nearly complete. All accounts have been reconciled.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

- Operating Expenditure Summary
- Capital Expenditure Summary
- Bank Balances – Including a summary of receipts and disbursements

TWAIN HARTE COMMUNITY SERVICES DISTRICT
BANK BALANCES
As of April 30, 2023

Account	Beginning Balance	Receipts	Disbursements	Transfers	Current Balance
U.S. Bank Operating**	77,343	5,258	(148)		82,453
Five Star Bank-Operating**	464,232	817,089	(403,544)	140,700	1,018,477
U.S. Bank - D Grunsky #1*	35,106				35,106
U.S. Bank - D Grunsky #2*	41,183				41,183
LAIF	3,005,969	20,260			3,026,229
Five Star Money Market	1,159,308	2,559		(140,700)	1,021,167
TOTAL	\$ 4,783,141	\$ 845,166	\$ (403,692)	\$ -	\$ 5,224,615

*Davis Grunsky reserve money restricted for Davis Grunsky Loan Payments

** In process of changing operating bank accounts

TWAIN HARTE COMMUNITY SERVICES DISTRICT
22/23 OPERATING EXPENDITURE SUMMARY
As of April 30, 2023

Fund	TOTAL Budget*	YTD Expended	Budget Balance	% Spent (Target 83.33%)
Park	109,265	80,349	28,916	73.54%
Water	1,461,324	1,096,107	365,217	75.01%
Sewer	953,289	724,917	228,372	76.04%
Fire	1,162,298	931,108	231,190	80.11%
Admin	769,329	623,255	146,074	81.01%
TOTAL	\$ 4,455,505	\$ 3,455,736	\$ 999,769	77.56%

*Reflects Budget Rev #6 - Approved 3/21/23

TWAIN HARTE COMMUNITY SERVICES DISTRICT
22/23 CAPITAL EXPENDITURE SUMMARY
As of April 30, 2023

Fund	TOTAL Budget*	YTD Expended	Budget Balance	% Spent (Target 83.33%)
Park	2,794,800	152,026	2,642,774	5.44%
Water	1,855,400	39,384	1,816,016	2.12%
Sewer	224,300	12,535	211,765	5.59%
Fire	731,682	154,481	577,201	21.11%
Admin		-	-	
TOTAL	\$ 5,606,182	\$ 358,426	\$ 5,247,756	6.39%

*Reflects Budget Rev #6 - Approved 3/21/23



Board Meeting Agenda Item Summary

May 10, 2023

ITEM #:	05B	ITEM TYPE:	<input type="checkbox"/> Discussion <input type="checkbox"/> Action <input checked="" type="checkbox"/> Both
SUBJECT:	Approval of the Minutes of the Regular Meeting Held on April 12, 2023		
RELATION TO STRATEGIC PLAN:	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Advances Goal/Objective #'s: _____		

RECOMMENDED ACTION:

Approve the minutes of the Regular Meeting held on April 12, 2023.

SUMMARY:

The California Government Code and District Policy #5060 (Minutes of Board Meetings) requires the District to keep a record of all its actions. As such, the District's Board Secretary prepared draft minutes for the Board's Regular Meeting held on April 12, 2023, in the format required by Policy #5060. The Board's responsibility is to review and approve the draft meeting minutes.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

- Minutes of the Regular Meeting held on April 12, 2023

TWAIN HARTE COMMUNITY SERVICES DISTRICT
Board of Directors Regular Meeting
April 12, 2023

CALL TO ORDER: President Mannix called the meeting to order at 9:01 a.m. The following Directors, Staff, and Community Members were present:

DIRECTORS:

Director Mannix, President
Director Sipperley
Director Knudson
Director deGroot
Director Bohlman

STAFF:

Tom Trott, General Manager
Neil Gamez, Fire Chief
Lewis Giambruno, Operations Manager
Carolyn Higgins, Finance Officer

AUDIENCE: 10 Attendees

PUBLIC COMMENT ON NON-AGENDIZED ITEMS:

No public comment.

COMMUNICATIONS:

- A. Letter to California Air Resources Board – Comments on Proposed Advanced Clean Fleet Regulation.
- B. Letter of Support for Assembly Bill 557 – Extending Provisions for Teleconferenced Open Meetings During Emergencies.

CONSENT AGENDA:

- A. Presentation and approval of financial statements through March 31, 2023.
- B. Approval of the minutes of the Regular Meeting held on March 8, 2023.
- C. Approval of the minutes of the Special Meeting held on March 21, 2023

MOTION: Director Sipperley made a motion to accept the consent agenda in its entirety.

SECOND: Director deGroot

AYES: Mannix, Sipperley, Knudson, deGroot, Bohlman

NOES: None

ABSTAIN: None

NEW BUSINESS:

- A. Discussion/action to express appreciation for extraordinary District staff efforts during recent storm events.

- B. Discussion/action regarding the proposed development at the Twain Harte Village Shopping Center and potential impacts on District facilities.
- C. Discussion/action regarding draft rate study revenue requirements findings.
The board provided direction to GM Trott to keep the assumptions the same and to find a "hybrid" structure based on the graphs that is between the "even" option and "front load" option in order to minimize the initial increase while also saving money in the long run for the customers. The goal the board provided was \$10 for the highest overall increase.

REPORTS:

President and Board Member Reports

- Director Sipperley provided a report about his attendance at the TSTAN IRWAN Mtg and stated that the annual membership dues will be \$4,491.
- President Mannix, Director Sipperley and GM Trott all attended the Board of Supervisors meeting for the Tuolumne County Special Districts.

Fire Chief Report by Chief Gamez

- A verbal summary of the written report was provided by Chief Gamez.
- A verbal summary of the CERT written report was provided by Carol Hallet.

Water/Sewer/Park Operations Report Provided by Operations Manager Giambruno

- A verbal summary of the written report was provided.

General Manager Report Provided by General Manager Trott

- A verbal summary of the written report was provided.

CLOSED SESSION: *The Board of Directors convened into closed session at 11:14 a.m.*

- A. Conference with Labor Negotiators pursuant to Government Code §54957.6
 Agency Designated Representatives: General Manager Trott, Finance Officer Higgins and Fire Chief Gamez
 Employee Organization: Stanislaus Consolidated Firefighters L3399, IAFF

President Mannix reconvened the meeting into regular session at 2:50 p.m. with no reportable action.

ADJOURNMENT:

The meeting was adjourned at 2:51 p.m.

Respectfully submitted,

APPROVED:

Kimberly Silva, Board Secretary

Eileen Mannix, President



Board Meeting Agenda Item Summary

May 10, 2023

ITEM #:	05C	ITEM TYPE:	<input type="checkbox"/> Discussion <input type="checkbox"/> Action <input checked="" type="checkbox"/> Both
SUBJECT:	Discussion/action to adopt Resolution #23-09 - Intention to Continue Assessments for Fiscal Year 2023-24, Approval of Preliminary Engineer's Report and Notice of Hearing for the Park and Recreation Maintenance District.		
RELATION TO STRATEGIC PLAN:	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Advances Goal/Objective #'s: _____		

RECOMMENDED ACTION:

Adopt Resolution #23-09 – Intention to Continue Assessments for Fiscal Year 2023-24, Approval of Preliminary Engineer's Report and Notice of Hearing for the Park and Recreation Maintenance District.

SUMMARY:

In 2006, the District's limited Park Fund revenue was insufficient to properly maintain and repair the District's aging park facilities. As a result, the District proposed the establishment of its Park and Recreation Maintenance District special benefit assessment (Park Assessment). The Park Assessment was approved by a majority vote of property owners and was levied by the District's Board of Directors on June 4, 2006, via Resolution #06-09. The voter-approved Park Assessment does not sunset and allows a maximum 3% annual adjustment based on the January Consumer Price Index (CPI) for the San Francisco Bay Area. The annual CPI adjustment is not automatic and is subject to the approval of the Board.

Since 2006, the Park Assessment has continued to provide annual revenue to the Park Fund to:

- Improve park maintenance
- Improve safety and security
- Improve children's playground equipment
- Maintain sports fields
- Maintain the Twain Harte Community Center

A Park Assessment Engineer's report is prepared each year to evaluate the Park Fund's budget requirements, the annual CPI adjustment, the maximum authorized assessment rate, and any changes to parcels within the assessment area. The Preliminary Engineer's Report this year recommends that Park Assessment Rates be increased by 3% based on January's CPI value of 4.88%.

Based on the Park Fund's projected revenue needs for the coming year, staff recommends that the Board hold a public hearing to consider continuing the Park Assessment with a 3% CPI adjustment.

FINANCIAL IMPACT:

With a 3% CPI adjustment, the Park Assessment is projected to generate \$124,906 in revenue for the Park Fund in Fiscal Year 2023-24.

ATTACHMENTS:

- Resolution #23-09 – Intention to Continue Assessments for Fiscal Year 2023-24, Approval of Preliminary Engineer's Report and Notice of Hearing for the Park and Recreation Maintenance District.

**TWAIN HARTE COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 23-09**

**INTENTION TO CONTINUE ASSESSMENTS FOR THE FISCAL YEAR 2023-24,
APPROVAL OF PRELIMINARY ENGINEER'S REPORT AND NOTICE OF HEARING
FOR THE PARK AND RECREATION MAINTENANCE DISTRICT**

WHEREAS, Twain Harte Community Services District's Park and Recreation Maintenance District was authorized by an assessment ballot proceeding conducted in 2006 and approved by 59.28% of the weighted ballots returned by property owners, and such assessments were levied by the Board of Directors by Resolution No. 06-09 passed on June 20, 2006; and

WHEREAS, the first Engineer's Report for Fiscal Year 2006-07 described how the assessment district would be established, determined the uses of the assessment funds, established the methodology by which the assessments would be applied to properties in the District, established that the assessment is subject to an annual adjustment tied to the annual change in the Consumer Price Index for the San Francisco Bay Area, and stated that the assessment would continue year-to-year until terminated by the District Board of Directors; and

WHEREAS, although the methodology by which the assessments are applied to properties in the District does not change from year to year, a new Engineer's Report is prepared each year in order to establish the CPI adjustment for that year; the new maximum authorized assessment rate for that year; the budget for that year; and the amount to be charged to each parcel in the District that year, subject to that year's assessment rate and any changes in the attributes of the properties in the District, including but not limited to use changes, parcel subdivisions, and/or parcel consolidations; and

WHEREAS, by on February 8, 2023, by Resolution No. 23-02, the Board ordered the preparation of an Engineer's Report for the Park and Recreation Maintenance District (the "District") for the fiscal year 2023-24; and

WHEREAS, pursuant to said Resolution, the Engineer's Report was prepared by SCI Consulting Group, Engineer of Work, in accordance with accordance with 22565, et seq., of the Streets and Highways Code (the "Report") and Article XIID of the California Constitution; and

WHEREAS, said Engineer's Report was filed with the Clerk of the Board of Directors and the Board of Directors has reviewed the Report and wishes to take certain actions relative to said Report.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Twain Harte Community Services District ("Board"), that:

1. The Report for the "Park and Recreation Maintenance District," on file with the Clerk of the Board, has been duly considered by the Board of Directors and is hereby deemed sufficient and approved. The Report shall stand as the Engineer's Report for all subsequent proceedings under, and pursuant to, the foregoing resolution.
2. It is the intention of this Board to continue and to collect assessments within the District for fiscal year 2023-24. Within the District, the existing and proposed improvements ("Improvements") are generally described as the acquisition, installation, maintenance and servicing of public areas and public facilities, property owned or property rights, easements and/or rights of entry, leases or dedications including, but not limited to, parks, recreation areas, recreation facilities, ground cover, shrubs, trees and other vegetation, greenbelts, playground equipment, trails, utility right-of-ways, signage, entry monuments, fencing, picnic areas, restrooms, lighting, other improvements such as irrigation or drainage and land preparation on (1) real property owned by, or encumbered by property rights held by, or maintained by, the District; or (2) on real property owned by, or encumbered by property rights held by, or maintained by any local agency or non-profit entity within the jurisdictional area of the District that participates with the Twain Harte Community Services District in any of the installations, maintenance and servicing described herein. Installation means the construction of recreational improvements, including, but not limited to, land preparation, such as grading, leveling, cutting and filling, sod, landscaping, irrigation systems, sidewalks and drainage, lights, playground equipment, play courts, recreational facilities and public restrooms. Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of said improvements, including repair, removal, or replacement of all or part of any improvement; providing for the life, growth, health and beauty of landscaping; and cleaning, sandblasting and painting of walls and other improvements to remove or cover graffiti. Servicing means the furnishing of electric current or energy for the operation or lighting of any improvements, and water for irrigation of any landscaping or the maintenance of any other improvements.
3. The District consists of the lots and parcels shown on the assessment diagram of the District on file with the Clerk of the Board, and reference is hereby made to such map for further particulars.
4. Reference is hereby made to the Report for a full and detailed description of the Improvements, the boundaries of the District and the proposed assessments upon assessable lots and parcels of land within the District. The Engineer's Report identifies all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed.
5. The authorized maximum assessment rate for the District includes an annual adjustment by an amount equal to the annual change in the San Francisco Bay Area Consumer Price Index, not to exceed 3.00% per year. In the event that the

annual change in the CPI exceeds 3.00%, any percentage change in excess of 3.00% can be cumulatively reserved and can be added to the annual change in the CPI for years in which the CPI change is less than 3.00%. The annual Bay Area CPI change as of December 2022 is 4.88%, and the Unused CPI carried forward from the previous fiscal year is 1.83%. Therefore, the maximum authorized increase that may be levied in the fiscal year 2023-24 is 3.00%.

6. The estimated fiscal year 2023-24 cost of providing the Services is \$124,939. This cost results in a proposed assessment rate of SEVENTY-SIX AND NINETY-EIGHT CENTS (\$76.98) per single-family equivalent benefit unit for fiscal year 2023-24. Therefore, the maximum authorized assessment rate is \$76.98; the assessment rate proposed to be continued for fiscal year 2023-24 is \$76.98, which is the same as the maximum authorized rate.
7. The public hearing shall be held, before this Board at the Twain Harte Community Services District offices located at 22912 Vantage Pointe Drive, Twain Harte, California, 95383: on Wednesday, June 14, 2023 at the hour of 9:00 a.m. for the purpose of this Board's determination whether the public interest, convenience and necessity require the improvements and this Board's final action upon the Report and the assessments therein. The Clerk of the Board is hereby authorized and directed to cause a notice of the hearing to be given by publishing a notice once, at least ten (10) days prior to the date of the hearing above specified, in a newspaper circulated in the District.

PASSED AND ADOPTED by the Governing Board of the Twain Harte Community Services District this 10th day of May 2023 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Eileen Mannix, Board President

Kimberly Silva, Board Secretary

FY 2023-24

ENGINEER'S REPORT

Twain Harte Community Services District

Park and Recreation Maintenance District

May 2023

Final Report

Engineer of Work:



4745 Mangels Boulevard
Fairfield, California 94534
707.430.4300
www.sci-cg.com

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Twain Harte Community Services District

Board of Directors

Eileen Mannix, President
Charlotte Bohlman, Vice President
Gary Sipperley, Director
Kathryn deGroot, Director
Richard Knudson, Director

General Manager

Tom Trott

Operations Manager

Lewis Giambruno

Secretary of the Board

Kim Silva

Assessment Engineer

SCI Consulting Group

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Introduction

Overview

The Twain Harte Community Services District (“District”) is a California governmental entity formed when the Tuolumne County Water District #1 was dissolved. Formed in 1996, the District provides water, sewer, and fire as well as recreation services. The district maintains Eproson Park and its amenities including the Rotary Stage, youth and tot playgrounds, a skate park, baseball field, and picnic and barbeque areas, the Twain Harte Community Center, Twain Harte Tennis Courts and Twain Harte Creek Trail. The map on page 25 depicts the area served by the District. The District is responsible for operating parks, recreation areas, and other recreation facilities and public resources in the community of Twain Harte. The District encompasses approximately 1,793 parcels within its boundaries, which are primarily of residential single-family and multi-family use.

Prior to 2006, the maintenance and upkeep of local park and recreation areas in the Twain Harte community were funded by a very small amount of property taxes allocated to the District. Since its formation the District’s costs for maintaining park services, such as insurance, fuel, electricity, supplies and maintenance, had increased significantly and the available revenues for park maintenance had actually declined. The District simply did not have sufficient revenues to properly maintain Twain Harte park and recreation facilities and to handle the repairs of aging facilities. Therefore, in absence of a new local revenue source, the baseline level of park and recreation facilities in the District (the “Baseline Service”) was poorly maintained park and recreation facilities.

As a result, the District proposed the establishment of a benefit assessment district that would allow property owners, in an assessment ballot proceeding, to decide if funding should be increased to:

- Improve Park Maintenance
- Improve Safety and Security
- Improve Children’s Playground Equipment
- Maintain Sports Fields
- Maintain the Twain Harte Community Center

The Assessments fund the continued improvements listed above that are provided throughout the District, extending above and beyond the baseline level of service.

Assessment Process

In 2006, the Twain Harte Community Service District Board of Directors (the "Board") conducted an assessment ballot proceeding pursuant to the requirements of Article XIID of the California Constitution ("The Taxpayer's Right to Vote on Taxes Act") and the Landscaping and Lighting Act of 1972. During this ballot proceeding, property owners in the District were provided with a notice and ballot for the proposed Park and Recreation Maintenance District (the "Assessment District"). A 45-day period was provided for balloting and a public hearing was conducted on June 20, 2006. After the close of the public input portion of the public hearing, the returned ballots were tabulated. The results of the tabulation were announced at 7 p.m. the same evening.

It was determined at the public hearing that the assessment ballots submitted in opposition to the proposed assessments did not exceed the assessment ballots submitted in favor of the assessments (with each ballot weighted by the proportional financial obligation of the property for which ballot was submitted). The final weighted ballot result was 59.28% support for the proposed assessments.

As a result, the District Board (the "Board") gained the authority to approve the levy of the assessments for fiscal year 2006-07 and to continue to levy them in future years. The authority granted by the ballot proceeding includes an annual adjustment in the assessment levies equal to the annual change in the Consumer Price Index for the San Francisco Bay Area as of January of each succeeding year, with the maximum annual adjustment not to exceed 3%. In the event that the annual change in the CPI exceeds 3%, any percentage change in excess of 3% can be cumulatively reserved and can be added to the annual change in the CPI for years in which the CPI change is less than 3%.

In each subsequent year for which the assessments will be continued, the Board must direct the preparation of an Engineer's Report ("Report"), budgets and proposed assessments for the upcoming fiscal year. After the Report is completed, the Board may preliminarily approve the Report and proposed assessments and establish the date for a noticed public hearing on the continuation of the assessments.

This Engineer's Report ("Report") was prepared to establish the budget for the improvements, installation, and maintenance and servicing costs that would be funded by the proposed 2023-24 assessments, determine the benefits received by property from such improvements within the Assessment District and apportion the assessments to lots and parcels within the District. This Report and the proposed assessments have been made pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (the "Act") and Article XIID of the California Constitution (the "Article").

If the Board approves this Engineer's Report and the continuation of the assessments by resolution, a notice of public hearing must be published in a local paper at least 10 days prior to the date of the public hearing. The resolution preliminarily approving the Engineer's Report and establishing the date for a public hearing is used for this notice.

Following the minimum 10-day time period after publishing the notice, a public hearing must be held for the purpose of allowing public testimony about the proposed continuation of the assessments. This hearing is currently scheduled for June 14, 2023. At this hearing, the Board would consider approval of a resolution confirming the continuation of the assessments for fiscal year 2023-24. If so confirmed and approved, the assessments would be submitted to the County Auditor for inclusion on the property tax rolls for the fiscal year 2023-24.

Legal Analysis

Proposition 218

This assessment was formed consistent with Proposition 218, The Right to Vote on Taxes Act, which was approved by the voters of California on November 6, 1996, and is now codified as Articles XIIC and XIID of the California Constitution. Proposition 218 provides for benefit assessments to be levied to fund the cost of providing services, improvements, as well as maintenance and operation expenses to a public improvement which benefits the assessed property.

Proposition 218 describes a number of important requirements, including property-owner balloting, for the imposition, increase and extension of assessments, and these requirements were satisfied by the process used to establish this assessment.

Silicon Valley Taxpayers Association, Inc. v Santa Clara County Open Space Authority

In July of 2008, the California Supreme Court issued its ruling on the Silicon Valley Taxpayers Association, Inc. v. Santa Clara County Open Space Authority ("SVTA vs. SCCOSA"). This ruling is the most significant legal document in further legally clarifying Proposition 218. Several of the most important elements of the ruling included further emphasis that:

- Benefit assessments are for special, not general, benefit
- The services and/or improvements funded by assessments must be clearly defined
- Special benefits are directly received by and provide a direct advantage to property in the assessment district

This Engineer's Report is consistent with the SVTA vs. SCCOSA decision and with the requirements of Article XIIC and XIID of the California Constitution because the improvements to be funded are clearly defined; the benefiting property in the Assessment District enjoys close and unique proximity, access and views to the Improvements; the Improvements serve as an extension of usable land area for benefiting properties in the Assessment District and such special benefits provide a direct advantage to property in the Assessment District that is not enjoyed by the public at large or other property. There have been a number of clarifications made to the analysis, findings and supporting text in this Report to ensure that this consistency is well communicated.

Dahms v. Downtown Pomona Property

On June 8, 2009, the 4th Court of Appeal amended its original opinion upholding a benefit assessment for property in the downtown area of the City of Pomona. On July 22, 2009, the California Supreme Court denied review. On this date, Dahms became good law and binding precedent for assessments. In Dahms the court upheld an assessment that was 100% special benefit (i.e. 0% general benefit) on the rationale that the services and improvements funded by the assessments were directly provided to property in the assessment district. The Court also upheld discounts and exemptions from the assessment for certain properties.

Bonander v. Town of Tiburon

On December 31, 2009, the 1st District Court of Appeal overturned a benefit assessment approved by property owners to pay for placing overhead utility lines underground in an area of the Town of Tiburon. The Court invalidated the assessments on the grounds that the assessments had been apportioned to assessed property based in part on relative costs within sub-areas of the assessment district instead of proportional special benefits.

Beutz v. County of Riverside

On May 26, 2010 the 4th District Court of Appeal issued a decision on the Steven Beutz v. County of Riverside ("Beutz") appeal. This decision overturned an assessment for park maintenance in Wildomar, California, primarily because the general benefits associated with improvements and services were not explicitly calculated, quantified and separated from the special benefits.

Golden Hill Neighborhood Association v. City of San Diego

On September 22, 2011, the San Diego Court of Appeal issued a decision on the Golden Hill Neighborhood Association v. City of San Diego appeal. This decision overturned an assessment for street and landscaping maintenance in the Greater Golden Hill neighborhood of San Diego, California. The court described two primary reasons for its decision. First, like in Beutz, the court found the general benefits associated with services were not explicitly calculated, quantified and separated from the special benefits. Second, the court found that the City had failed to record the basis for the assessment on its own parcels.

Compliance with Current Law

This Engineer's Report is consistent with the requirements of Article XIIC and XIID of the California Constitution and with the *SVTA* decision because the Improvements to be funded are clearly defined; the Improvements are directly available to and will directly benefit property in the Assessment District; and the Improvements provide a direct advantage to property in the Assessment District that would not be received in absence of the Assessments.

This Engineer's Report is consistent with *Beutz, Dahms and Greater Goldern Hill* because the Improvements will directly benefit property in the Assessment District and the general benefits have been explicitly calculated and quantified and excluded from the Assessments. The Engineer's Report is consistent with *Bonander* because the Assessments have been apportioned based on the overall cost of the Improvements and proportional special benefit to each property.

Plans and Specifications

DEFINITIONS AND DESCRIPTIONS

The improvements to be funded by the Assessment District (the “Improvements”) provide special benefit to parcels within the Assessment District as defined in the Method of Assessment herein. Improvements are legally defined by the Act (Streets & Highways Code §22525) and include, but are not limited to the following:¹

Acquisition, installation, maintenance and servicing of public areas and public facilities, property owned or property rights, easements and/or rights of entry, leases or dedications including, but not limited to, parks, recreation facilities, open space lands, greenbelts, playground equipment, trails, hillsides, viewsheds and watersheds, utility right-of-ways, signage, fencing, fire breaks, picnic areas, restrooms, lighting and other improvements and land preparation such as grading, irrigation or drainage on (1) real property owned by, or encumbered by property rights held by, or maintained by, the Assessment District; or (2) on real property owned by, or encumbered by property rights held by, or maintained by any local agency or non-profit entity within the jurisdictional area of the Assessment District that participates with the Twain Harte Community Services District in any of the installations, maintenance and servicing described herein.

Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of any Improvement, including (a) repair, removal, or replacement of all or part of any Improvement; (b) providing for the life, growth, health and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury; (c) the removal of trimmings, rubbish, debris, and other solid waste; and (d) the cleaning, sandblasting and painting of walls and other Improvements to remove or cover graffiti. (Streets & Highways Code §22531)

Servicing means the furnishing of (a) electric current or energy, gas or other illuminating agent for any public lighting facilities or for the lighting or operation of any other Improvements; and (b) water for irrigation of any landscaping, the operation of any fountains, or the maintenance of any other Improvements. (Streets & Highways Code §22538)

¹. Any Plans and specifications for the Improvements will be filed with the Twain Harte Community Services District and are incorporated herein by reference.

Incidental expenses include all of the following: (a) The costs of preparation of the report, including plans, specifications, estimates, diagram, and assessment; (b) the costs of printing, advertising, and the giving of published and posted notices; (c) compensation payable to the County for collection of assessments; (d) compensation of any engineer or attorney employed to render services in proceedings pursuant to this part; (e) any other expenses incidental to the construction, installation, or maintenance and servicing of the Improvements; (f) any expenses incidental to the issuance of bonds or notes pursuant to Streets & Highways Code Section 22662.5; and (g) costs associated with any elections held for the approval of a new or increased assessment. (Streets & Highways Code §22526)

The assessment proceeds will be exclusively used for Improvements within the District plus Incidental expenses. Reference is made to the plans and specifications, including specific expenditure and improvement plans by park/recreation site, which are on file with the District.

Estimate of Costs And Budget

Introduction

Following are the proposed Improvements, and resulting level of improved park and recreation facilities, for the Assessment District. As previously noted, the baseline level of service included minimal and inadequate maintenance of local park and recreation facilities due to shortages of funds for the District. Improvements funded by the assessments are over and above this baseline level of service. The formula below describes the relationship between the final level of Improvements, the existing baseline level of service, and the enhanced level of Improvements to be funded by the proposed assessment.

$$\text{Final Level of Improvements} = \text{Baseline Level of Improvements} + \text{Enhanced Level of Improvements}$$

Estimate of Costs

The following is an estimate of the cost of the Improvements that would be funded by the Assessment District in Fiscal Year 2023-24. The expenditures would be governed by the policies and criteria established within this Report.

Table 1 - Estimate of Costs

Twain Harte Community Services District Parks and Recreation Maintenance District Estimate of Cost Fiscal Year 2023-24			<i>Total Budget</i>
Beginning Fund Balance			\$0
Installation, Maintenance & Servicing Costs			
Services Costs			\$81,745
Salaries and Employee Benefits	\$32,895		
Maintenance and Repairs	\$14,850		
Materials and Supplies	\$1,500		
Outside and Debt Services	\$4,500		
Utilities, Prop/Liab Ins, TUD, etc.	\$28,000		
Administrative Cost			\$76,277
Capital Expenses/Outlay			\$2,466,000
Total Service, Administrative and Capital Expenditures			\$2,624,022
Additional Expenditures			
Allowance for Uncollectable Assessments			\$0
County Collection, Levy Administration, and Other Incidentals			\$4,280
Total Additional Expenditures			\$4,280
Total Service, Administrative, Capital and Additional Expenditures			\$2,628,302
Total Benefit of Services and Related Expenses			\$2,628,302
SFE Units			1623.00
Benefit received per Single Family Equivalent Unit			\$1,619.41
Less:			
District Contribution for General Benefits			(\$946,189)
District Contribution toward Special Benefits			(\$1,507,387)
Transfers to (from) reserves			(\$49,787)
Total Revenue from Other Sources			(\$2,503,363)
Net Cost of Installation, Maintenance and Servicing to Assessment District			\$124,939
Total Installation, Maintenance and Servicing to Assessment District (Net Amount to be Assessed)			\$124,939
Budget Allocation to Property			
	Total SFE Units	Assessment per SFE	Total Assessment
	1,623.00	\$76.98	\$124,939

Method of Assessment Apportionment

Method of Apportionment

This section of the Engineer's Report explains the special benefits to be derived from the Improvements, the criteria for the expenditure of assessment funds to ensure equal levels of benefit for properties of similar type and the methodology used to apportion the total assessments to properties within the Assessment District.

The Assessment District area consists of all Assessor Parcels within the District as defined by the State Board of Equalization tax rate areas. The method used for apportioning the assessments is based upon the proportional special benefits conferred to the properties over and above the general benefits conferred to real property in the Assessment District or to the public at large. Special benefit is calculated for each parcel in the Assessment District using the following process.

1. Identification of all benefit factors derived from the Improvements
1. Calculation of the proportion of these benefits that are general
2. Determination of the relative special benefit within different areas within the Assessment District
3. Determination of the relative special benefit per property type
4. Calculation of the specific assessment for each individual parcel based upon special vs. general benefit; location, property type, property characteristics, improvements on property and other supporting attributes.

Discussion of Benefit

Assessments can only be levied based on the special benefit to property. Any and all general benefit, including benefit that is indirect or derivative, must be funded from another source. This special benefit is received by property over and above any general benefits from the Improvements. With reference to the requirements for assessments, Section 22573 of the Landscaping and Lighting Act of 1972 states:

"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."

Proposition 218 (Article XIII D of the California Constitution), has confirmed that assessments must be based on the special benefit to property and that the value of the special benefits must reasonably exceed the cost of the assessment:

"No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."

Since assessments are levied on the basis of special benefit, they are not a tax and are not governed by Article XIII A of the California Constitution.

The SVTA v. SCCOSA decision also clarifies that a special benefit is a service or improvement that provides a direct advantage to a parcel and that indirect or derivative advantages resulting from the overall public benefits from a service or improvement are general benefits. The SVTA v. SCCOSA decision also provides specific guidance that park improvements are a direct advantage and special benefit to property that is proximate to a park that is improved by an assessment:

The characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g. proximity to a park) or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g. general enhancement of the district's property values).

Finally, Proposition 218 twice uses the phrase "over and above" general benefits in describing special benefit. (Art. XIII D, sections 2(i) & 4(f).)

Benefit Factors

Extension of a property's outdoor areas and green spaces for properties within close proximity to the Improvements

The park and recreation facilities in the Assessment District provide larger outdoor areas that serve as an effective extension of the land area for proximate properties because the Improvements are uniquely proximate and accessible to property in the Assessment District. The Improvements, therefore, provide an important, valuable and desirable extension of usable land area for the direct advantage and special benefit of properties with good and close proximity to the Improvements.

According to the industry-standard guidelines established by the National Park and Recreation Association (the “NPRA”), neighborhood parks in urban areas have a service area radius of generally one-half mile and community parks have a service area radius of approximately two miles. The service radii for parks were specifically established to give all properties within this service radii close proximity and easy access to such public land areas. Eproson Park within the Assessment District is more similar to a community park, since it is larger and has a parking lot and restroom. However, given the somewhat enclosed nature of the properties and roads within the Assessment District, the service area radius for Eproson Park is determined to be approximately one mile. Since proximate and accessible parks serve as an extension of the usable land area for property in the service radii and since the service radii was specifically designed to provide close proximity and access, the parcels within this service area clearly receive a direct advantage and special benefit from the Improvements - and this advantage is not received by many other properties or the public at large. The parcels that are outside of the Assessment District but may also have good proximity and assess the Improvements are addressed in the following general versus special benefit section.

An analysis of the service radii for the Improvements finds that all properties in the Assessment District enjoy the distinct and direct advantage of being close and proximate to a park and recreation facilities within the Assessment District. The benefiting properties in the Assessment District therefore uniquely and specially benefit from the Improvements.

Proximity to improved park and recreational facilities

Only the specific properties within close proximity to the Improvements are included in the Assessment District. Therefore, property in the Assessment District enjoys unique and valuable proximity and access to the Improvements that the public at large and property outside the Assessment District do not share.

In absence of the assessments, the Improvements would not be provided and Eproson Park would be degraded due to insufficient funding for maintenance, upkeep and repair. Therefore, the assessments provide Improvements that are over and above what otherwise would be provided. Improvements that are over and above what otherwise would be provided do not by themselves translate into special benefits but when combined with the unique proximity and access enjoyed by parcels in the Assessment District, they provide a direct advantage and special benefit to property in the Assessment District.

Access to improved park, open space and recreational areas

Since the parcels in the Assessment District are nearly the only parcels that enjoy close access to the Improvements, they directly benefit from the unique close access to improved park, open space and recreation areas that are provided by the Assessments. This is a direct advantage and special benefit to property in the Assessment District.

Improved Views

The District, by maintaining the landscaping at its park, recreation and open space facilities provides improved views to properties with direct line-of-sight as well as other local properties which benefit from improved views when property is accessed. Therefore, the improved and protected views provided by the Assessments are another direct and tangible advantage that is uniquely conferred upon property in the Assessment District.

Benefit Finding

In summary, real property located within the boundaries of the Assessment District distinctly and directly benefits from closer proximity, access and views of the Improvements funded by the Assessments. The Improvements are specifically designed to serve local properties in the Assessment District, not other properties or the public at large. The public at large and other properties outside the Assessment District receive only limited benefits from the Improvements because they do not have proximity, good access or views of the Improvements. These are special benefits to property in the Assessment District in much the same way that sewer and water facilities, sidewalks and paved streets enhance the utility and desirability of property and make them more functional to use, safer and easier to access.

Criteria and Policies

This sub-section describes the criteria that shall govern the expenditure of assessment funds and ensure equal levels of benefit for properties of similar type. The criteria established in this Report, as finally confirmed, cannot be substantially modified; however, the Board may adopt additional criteria to further clarify certain criteria or policies established in this Report or establish additional criteria or policies that do not conflict with this Report.

Assessment Funds Must Be Expended Within the Assessment District

The net available assessment funds, after incidental, administrative, financing and other costs, shall be expended exclusively for Improvements within the boundaries of the Assessment District.

Citizen's Oversight Committee

A Citizens' Oversight Committee (the "Citizens' Oversight Committee") will be established for the Assessment District. The Citizens' Oversight Committee shall review potential projects that may be funded by the assessments and shall make recommendations on the expenditure of assessment funds. Members of the Citizen's Oversight Committee will be nominated by Twain Harte homeowners and/or other recognized organized citizen's groups and appointed by the Twain Harte Community Services District Board. All members of the Citizens' Oversight Committee shall own property within Twain Harte Community Services District and shall not have conflicts of interest with the Assessment District or the Improvements and Services funded by the Assessments.

Matching Funds

Matching funds and contributions from other sources are required, thereby maximizing the special benefits from the Assessment District and offsetting any general benefits from the Improvements funded by the Assessments. The District will continue its annual fundraising drives, seek grant funding and special donations towards projects.

General versus Special Benefit

Article XIII C of the California Constitution requires any local agency proposing to increase or impose a benefit assessment to "separate the general benefits from the special benefits conferred on a parcel." The rationale for separating special and general benefits is to ensure that property owners subject to the benefit assessment are not paying for general benefits. The assessment can fund special benefits but cannot fund general benefits. Accordingly, a separate estimate of the special and general benefit is given in this section.

In other words:

Total Benefit	=	General Benefit	+	Special Benefit
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There is no widely-accepted or statutory formula for general benefit. General benefits are benefits from improvements or services that are not special in nature, are not "particular and distinct" and are not "over and above" benefits received by other properties. SVTA vs. SCCOSA provides some clarification by indicating that general benefits provide "an indirect, derivative advantage" and are not necessarily proximate to the improvements.

In this report, the general benefit is conservatively estimated and described, and then budgeted so that it is funded by sources other than the assessment.

The starting point for evaluating general and special benefits is the current, baseline level of service. The assessment will fund Improvements “over and above” this general, baseline level and the general benefits estimated in this section are over and above the baseline.

A formula to estimate the general benefit is listed below:

$$\text{General Benefit} = \text{Benefit to real property outside of improvement district} + \text{Benefit to real property inside of improvement district} + \text{Benefit to public at large}$$

Special benefit, on the other hand, is defined in the state constitution as “a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large.” The SVTA v. SCCOSA decision indicates that a special benefit is conferred to a property if it “receives a direct advantage from the improvement (e.g., proximity to a park).” In this assessment, as noted, properties in the Assessment District have close and unique proximity, views and access to the Improvements and uniquely improved desirability from the Improvements and other properties and the public at large do not receive significant benefits because they do not have proximity, access or views of the Improvements. Therefore, the overwhelming proportion of the benefits conferred to property is special, and is only minimally received by property outside the Assessment District or the public at large.

In the 2009 Dahms case, the court upheld an assessment that was 100% special benefit on the rationale that the services funded by the assessments were directly provided within the assessment district. It is also important to note that the improvements and services funded by the assessments in Pomona are similar to the improvements and services funded by the Assessments described in this Engineer’s Report and the Court found these improvements and services to be 100% special benefit. Also similar to the assessments in Pomona, the Assessments described in this Engineer’s Report fund improvements and services directly provided within the Assessment District and every benefiting property in the Assessment District enjoys proximity and access to the Improvements. Therefore, Dahms establishes a basis for minimal or zero general benefits from the Assessments. However, in this Report, the general benefit is more conservatively estimated and described, and then budgeted so that it is funded by sources other than the Assessment.

Calculating General Benefit

In this section, the general benefit is conservatively estimated and described, and then budgeted so that it is funded by sources other than the assessment.

Benefit to Property Outside the Assessment District

Properties within the Assessment District receive almost all of the special benefits from the Improvements because properties in the Assessment District enjoy unique close proximity and access to the Improvements that is not enjoyed by other properties or the public at large. However, certain properties within the proximity/access radius of the Improvements, but outside of the boundaries of the Assessment District, may receive some benefit from the Improvements. Since this benefit is conferred to properties outside the Assessment District boundaries, it contributes to the overall general benefit calculation and will not be funded by the Assessments.

The properties outside the Assessment District and within the proximity/access radii for park and recreation facilities in the Assessment District may receive benefits from the Improvements. Since these properties are not assessed for their benefits because they are outside of the area that can be assessed by the District, this is a form of general benefit to the public at large and other property. A 50% reduction factor is applied to these properties because they are over twice the average distance from the Improvements compared to properties in the Assessment District. The general benefit to property outside of the Assessment District is calculated as follows with the parcel and data analysis performed by SCI Consulting Group.

Assumptions:

450 parcels outside the district but with good proximity/access of the Improvements within the Assessment District

1,863 parcels in the Assessment District

50% relative benefit compared to property within the Assessment District

Calculation

General benefit to property outside the Assessment District = $450/2,313 * .5 = 9.7\%$

Although it can reasonably be argued that Improvements inside, but near the District boundaries are offset by similar park and recreational improvements provided outside, but near the District's boundaries, we use the more conservative approach of finding that 9.7% of the Improvements may be of general benefit to property outside the Assessment District.

Benefit to Property *Inside* the District that is *Indirect and Derivative* and to the *Public at Large*

The "indirect and derivative" benefit to property within the Assessment District is particularly difficult to calculate. A solid argument can be presented that all benefit within the Assessment District is special, because the Improvements are clearly "over and above" and "particular and distinct" when compared with the baseline level of service and the unique proximity, access and views of the Improvements enjoyed by benefiting properties in the Assessment District.

Nevertheless, the SVTA vs. SCCOSA decision indicates there may be general benefit “conferred on real property located in the district”. A measure of the general benefits to property within the Assessment area and/or to the public at large is the percentage of land area within the Assessment District that is publicly owned and used for regional purposes such as major roads, rail lines and other regional facilities because such properties used for regional purposes could provide general benefits. Approximately 5.8% of the land area in the Improvement District is used for such regional purposes, so this is a measure of the general benefits to property within the Improvement District and/or to the public at large.

The general benefit to the public at large can also be estimated by the proportionate amount of time that the District’s park and recreational facilities are used and enjoyed by individuals who are not residents, employees, customers or property owners in the District². Research conducted by SCI Consulting Group of the park use in similar communities in California has found that between 5% and 10% of park and recreational facility usage in similar rural communities is by those who do not live, work or shop within the jurisdiction’s boundaries. For this Report, we shall use the average of 7.5%. When people outside the Assessment District use the park and recreation facilities, they diminish the availability of the park for people within the Assessment District. Therefore, another 5% of general benefits are allocated for people within the Assessment District.

Combining these measures of general benefits, we find that 18.3% of the benefits from the Improvements may be general benefits to the public at large and property in the Assessment District.

Total General Benefits

Using a sum of these three measures of general benefit, we find that approximately 30% of the benefits conferred by the Improvements may be general in nature and should be funded by sources other than the assessment.

<p>GENERAL BENEFIT =</p>
<p>9.7% (Outside the district)</p>
<p>+ 18.3% (Inside the district - indirect and derivative and Public at Large)</p>
<p>= 28% (Total General Benefit)</p>

² . When District facilities are used by those individuals, the facilities are not providing benefit to property within the District. Use under these circumstances is a measure of general benefit. For example, a non-resident who is drawn to utilize the District facilities and shops at local businesses while in the area would provide special benefit to business properties as a result of his or her use of the Improvements. Conversely, one who uses District facilities but does not reside, work, shop or own property within the District boundaries does not provide special benefits to any property and is considered to be a measure of the general benefits.

Although this analysis finds that 28% of the assessment may provide general benefits, the Assessment Engineer establishes a requirement for a minimum contribution from sources other than the assessments of 36%. This minimum contribution above the measure of general benefits will serve to provide additional coverage for any other general benefits.

The proposed Assessment District's total budget for installation, maintenance and servicing of the Improvements is \$2,628,302. Of this total budget amount, the District and other partner agencies and contributors will contribute \$2,503,363 from sources other than the assessments. This contribution equates to approximately 95% of the total budget for installation, maintenance and servicing and constitutes more than the 36% calculated above for general benefits.

Zones of Benefit

The Assessment District is coterminous with the District boundaries. Eproson Park is centrally located so all parcels in the Assessment District are within close proximity to the Improvements. It therefore is appropriate to provide a District-wide Assessment District because all parcels benefit similarly.

In *SVTA v. SCCOSA*, the court noted that a local agency-wide assessment district is appropriate under the right conditions: "Thus, if an assessment district is narrowly drawn, the fact that a benefit is conferred throughout the district does not make it general rather than special. In that circumstance, the characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g., proximity to a park) or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g., general enhancement of the district's property values)." The court therefore acknowledged the appropriateness of a District-wide assessment so long as each parcel receives a direct advantage from the assessment-funded improvement or service. As demonstrated in this engineer's report, in light of the small District size and the central location of the Improvements in the District, each parcel in the Assessment District receives a direct advantage and special benefit from the Improvements.

Method of Assessment

As previously discussed, the assessments provide specific Improvements that confer direct and tangible special benefits to properties in the District. These benefits can partially be measured by the occupants on property in the District because such parcel population density is a measure of the relative benefit a parcel receives from the Improvements. Therefore, the apportionment of benefit is partially based the population density of parcels.

It should be noted that many other types of “traditional” assessments also use parcel population densities to apportion the assessments. For example, the assessments for sewer systems, roads and water systems are typically allocated based on the population density of the parcels assessed. Moreover, assessments have a long history of use in California and are in large part based on the principle that benefits from a service or improvement funded by assessments that is enjoyed by tenants and other non-property owners ultimately is conferred directly to the underlying property.³

The next step in apportioning assessments is to determine the relative special benefit for each property. This process involves determining the relative benefit received by each property in relation to a “benchmark” property, a single family detached dwelling on one parcel (one “Single Family Equivalent Benefit Unit” or “SFE”). This SFE methodology is commonly used to distribute assessments in proportion to estimated special benefits and is generally recognized as providing the basis for a fair and appropriate distribution of assessments. For the purposes of this Engineer’s Report, all properties are designated a SFE value, which is each property’s relative benefit in relation to a single family home on one parcel.

In the process of determining the appropriate method of assessment, the Engineer considered various alternatives. For example, an assessment only for residential improved property was considered but was determined to be inappropriate because commercial, industrial and other property also receive direct benefits from the Improvements.

Moreover, a fixed or flat assessment for all properties of similar type was deemed to be inappropriate because larger properties receive a higher degree of benefit than other similarly used properties that are significantly smaller. (For two properties used for commercial purposes, there is clearly a higher benefit provided to the larger property in comparison to a smaller commercial property because the larger property generally supports a larger building and has higher numbers of employees, customers and guests that would benefit from proximity and improved access to well maintained and improved parks and recreational facilities. So the potential population of employees or residents is a measure of the special benefits received by the property.) Larger parcels, therefore, receive an increased benefit from the assessments.

³ For example, in *Federal Construction Co. v. Ensign* (1922) 59 Cal.App. 200 at 211, the appellate court determined that a sewer system specially benefited property even though the direct benefit was to the people who used the sewers: “Practically every inhabitant of a city either is the owner of the land on which he resides or on which he pursues his vocation, or he is the tenant of the owner, or is the agent or servant of such owner or of such tenant. And since it is the inhabitants who make by far the greater use of a city’s sewer system, it is to them, as lot owners or as tenants, or as the servants or agents of such lot owners or tenants, that the advantages of actual use will redound. But this advantage of use means that, in the final analysis, it is the lot owners themselves who will be especially benefited in a financial sense.”

Finally, the special benefits derived from the assessments are conferred on property and are not based on a specific property owner's use of the improvements, or a specific property owner's occupancy of property or the property owner's demographic status such as age or number of dependents. However, it is ultimately people who value the special benefits described above and use and enjoy the District's park and recreational facilities. In other words, the benefits derived to property are related to the average number of people who could potentially live on, work at, or otherwise could use a property, not how the property is currently used by the present owner. Therefore, the number of people who could or potentially live on, work at or otherwise use a property is one indicator of the relative level of benefit received by a property.

In conclusion, the Assessment Engineer determined that the appropriate method of assessment apportionment should be based on the type and use of property, the relative size of the property, its relative population and usage potential and its proximity to park and recreational facilities. This method is further described below.

Residential Properties

Residential properties in the District that contain a single residential dwelling unit are assigned one Single Family Equivalent or 1.0 SFE. Detached or attached houses, zero-lot line houses and town homes are included in this category of single family residential property.

Properties with more than one residential unit are designated as multi-family residential properties. These properties benefit from the improvements in proportion to the number of dwelling units that occupy each property, the average number of people who reside in multi-family residential units versus the average number of people who reside in a single family home and the relative size of each type of residential dwelling unit. The population density factors for District, as depicted below, provide the basis for determining the SFE factors for residential properties. Using the total population in a certain property type in the area of the District from the 2000 Census and dividing it by the total number of such households, finds that approximately 2.50 persons occupy each single family residence, whereas an average of 2.33 persons occupy each condominium, 2.29 people per dwelling unit in a multi-family unit, and 2.06 persons per mobile home. These averages, shown in the table below, result in population density equivalent factors for each. Next the relative building areas are factored into the analysis because special benefits are related average size of a property, in addition to average population densities. For example, this calculation results in an SFE factor of 0.85 per dwelling unit for condominiums. As shown in Table 2 on the following page, a similar calculation is used for the SFE Rates for other the residential property types.

Table 2 – Residential Population Factors

	Total Population	Occupied Households	Persons per Household	Pop. Density Equivalent	SqFt Factor	SFE Rate
Single Family Residential	14,428	5,777	2.50	1.00	1.00	1.000
Condominium	543	233	2.33	0.93	0.92	0.8500
Multi-Family Residential	934	412	2.29	0.92	0.71	0.6500
Mobile Homes	1,737	844	2.06	0.82	0.50	0.4100

Source: 2000 Census, Tuolumne County Assessor

Commercial/Industrial Properties

Commercial and industrial properties are generally open and operated for more limited times, relative to residential properties. Therefore, the relative hours of operation can be used as a measure of benefits, since employee density also provides a measure of the relative benefit to property. Since commercial and industrial properties are typically open and occupied by employees approximately one-half the time of residential properties, it is reasonable to assume that commercial land uses receive one-half of the special benefit on a land area basis relative to single family residential property.

The average size of a single-family home with 1.0 SFE factor in the District is 0.40 acres. Therefore, a commercial property with 0.40 acres receives one-half the relative benefit of a single-family home or a 0.50 SFE factor.

The SFE values for various commercial and industrial land uses are further defined by using average employee densities because the special benefit factors described previously are also related to the average number of people who work at commercial/industrial properties.

To determine employee density factors, this Report utilizes the findings from the San Diego County Association of Governments Traffic Generators Study (the "SANDAG Study") because these findings were approved by the State Legislature which determined the SANDAG Study to be a good representation of the average number of employees per acre of land area for commercial and industrial properties. As determined by the SANDAG Study, the average number of employees per acre for commercial and industrial property is 24. As presented in Table 2, the SFE factors for other types of businesses are determined relative to their typical employee density in relation to the average of 24 employees per acre of commercial property.

Commercial and industrial properties in excess of 5 acres generally involve uses that are more land intensive relative to building areas and number of employees (lower coverage ratios). As a result, the benefit factors for commercial and industrial property land area in excess of 5 acres is determined to be the SFE rate per .40 acres for the first 5 acres and the relevant SFE rate per each additional acre over 5 acres. Institutional properties that are used for residential, commercial or industrial purposes are also assessed at the appropriate residential, commercial or industrial rate.⁴

Table 3 - Commercial/Industrial Density and Assessment Factors

Type of Commercial/Industrial Land Use	Average Employees Per Acre ¹	SFE Units per Fraction Acre ²	SFE Units per Acre After 5
Commercial	24	0.500	0.500
Office	68	1.420	1.420
Shopping Center	24	0.500	0.500
Industrial	24	0.500	0.500
Self Storage or Parking Lot	1	0.021	0.021
Golf Course	3	0.063	0.063

Notes:

¹ Source: San Diego Association of Governments Traffic Generators Study

² The SFE factors for commercial and industrial parcels are applied by 0.40 acre of commercial / industrial use land area or portion thereof. (Therefore, the minimum assessment for any assessable parcel in these categories is the SFE Units listed herein.)

Vacant/Undeveloped Properties

The benefit to vacant properties is determined to be proportional to the corresponding benefits for similar type developed properties; however, at a lower rate due to the lack of Improvements on the property. A measure of the benefits accruing to the underlying land value of land in relation to Improvements for developed property. An analysis of the assessed valuation data from the County of Tuolumne found that approximately 30% of the assessed value of improved properties is classified as the land value. It is reasonable to assume, therefore, that approximately 30% of the benefits are related to the underlying land and 70% are related to the Improvements and the day-to-day use of the property. Using this ratio, the SFE factor for vacant/undeveloped parcels is 0.30 per parcel.

⁴. Benefits to commercial and industrial properties are deemed to be related to the area of parcels that are used for such purposes. In the event that a business/industrial parcel includes undeveloped land area that is clearly not related to the business/industrial use of the parcel, such unused land area shall not be included in the SFE benefit unit calculation.

Other Properties

Article XIID, Section 4 of the California Constitution states that publicly owned properties shall not be exempt from assessment unless there is clear and convincing evidence that those properties receive no special benefit.

All public properties that are specially benefited are assessed. Public right-of-way parcels, well, reservoir or other water rights parcels that cannot be developed into other improved uses offer similar public resource and open space benefits and/or typically do not generate employees, residents, customers or guests. Moreover, many of these parcels have limited economic value and, therefore, do not benefit from specific enhancement of property value. Such parcels are, therefore, not specially benefited and are not assessed.

Open space parcels, watershed parcels, parks, properties used for educational purposes, greenbelt lands without improvements and common areas typically offer open space and recreational areas on the property that serve to offset the benefits from the Assessment District. Therefore, these parcels receive minimal benefit and are assessed an SFE factor of 0. If such parcels are converted to residential or commercial use they shall be classified to such new use category and shall be assessed as previously described in this Report.

Other publicly owned property that is used for purposes similar to private residential, commercial, industrial or institutional uses is benefited and assessed at the same rate as such privately owned property.

Appeals of Assessments Levied to Property

Any property owner who feels that the assessment levied on the subject property is in error as a result of incorrect information being used to apply the foregoing method of assessment may file a written appeal with the General Manager of the Twain Harte Community Services District or his or her designee. Any such appeal is limited to correction of an assessment during the then current fiscal year. Upon the filing of any such appeal, the General Manager or his or her designee will promptly review the appeal and any information provided by the property owner. If the General Manager or his or her designee finds that the assessment should be modified, the appropriate changes shall be made to the assessment roll. If any such changes are approved after the assessment roll has been filed with the County for collection, the General Manager or his or her designee is authorized to refund to the property owner the amount of any approved reduction. Any dispute over the decision of the General Manager or his or her designee shall be referred to the Board and the decision of the Board shall be final.

Assessment

WHEREAS, this Engineer’s Report (the “Report”) has been prepared pursuant to the provisions of the Landscaping and Lighting Act of 1972 (the “Act”) and Article XIID of the California Constitution;

WHEREAS, the undersigned Engineer of Work has prepared and filed a report presenting an estimate of costs, a diagram for the assessment district and an assessment of the estimated costs of the Improvements upon all assessable parcels within the assessment district;

NOW, THEREFORE, the undersigned, by virtue of the power vested in me under the Act, Article XIID of the California Constitution and the order of the Board of the Twain Harte Community Services District, hereby make the following assessment to cover the portion of the estimated cost of the Improvements, and the costs and expenses incidental thereto to be paid by the assessment district.

The amount to be paid for the Improvements and the expenses incidental thereto, to be paid by the Assessment District for the fiscal year 2023-24 is generally as follows:

Summary Cost Estimates	
	FY 2023-24
	Budget
Services Costs	\$81,745
Administrative Cost Allocation	\$76,277
Capital Expenses/Outlay	\$2,466,000
Incidental Expenses	<u>\$4,280</u>
TOTAL BUDGET	\$2,628,302
Less: District Contribution	(\$2,453,576)
Transfer To/(From) Reserve	(\$49,787)
NET AMOUNT TO ASSESSMENTS	<u><u>\$124,939</u></u>

As required by the Act, an Assessment Diagram showing the exterior boundaries of the Assessment District is hereto attached and incorporated herein by reference. The distinctive number of each parcel or lot of land in the Assessment District is its Assessor Parcel Number appearing on the Assessment Roll.

I do hereby assess and apportion the net amount of the cost and expenses of the Improvements, including the costs and expenses incident thereto, upon the parcels and lots of land within the Assessment District, in accordance with the special benefits to be received by each parcel or lot, from the Improvements, and more particularly set forth in the Estimate of Cost and Method of Assessment in the Report.

The assessment is subject to an annual adjustment tied to the Consumer Price Index-U for the San Francisco Bay Area as of December of each succeeding year (the "CPI"), with a maximum annual adjustment not to exceed 3%. Any change in the CPI in excess of 3% shall be cumulatively reserved as the "Unused CPI" and shall be used to increase the maximum authorized assessment rate in years in which the CPI is less than 3%. The maximum authorized assessment rate is equal to the maximum assessment rate in the first fiscal year the assessment was levied adjusted annually by the minimum of 1) 3% or 2) the change in the CPI plus any Unused CPI as described above.

The change in the CPI from December 2021 to December 2022 was 4.88% and the Unused CPI carried forward from the previous fiscal year is 1.83%. Therefore, the maximum authorized assessment rate for the fiscal year 2023-24 is increased by 3% which equates to \$76.98 per single-family equivalent benefit unit. The estimate of cost and budget in this Engineer's Report proposes assessments for the fiscal year 2023-24 at the rate of \$76.98, which is equal to the maximum authorized assessment rate.

The assessment is made upon the parcels or lots of land within the Assessment District in proportion to the special benefits to be received by the parcels or lots of land, from the Improvements.

Each parcel or lot of land is described in the Assessment Roll by reference to its parcel number as shown on the Assessor's Maps of the County of Tuolumne for the fiscal year 2023-24. For a more particular description of the property, reference is hereby made to the deeds and maps on file and of record in the office of the County Recorder of the County.

I hereby place opposite the Assessor Parcel Number for each parcel or lot within the Assessment Roll, the amount of the assessment for the fiscal year 2023-24 for each parcel or lot of land within the Assessment District.

Dated: May 10, 2023



Engineer of Work

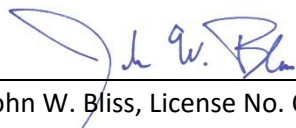
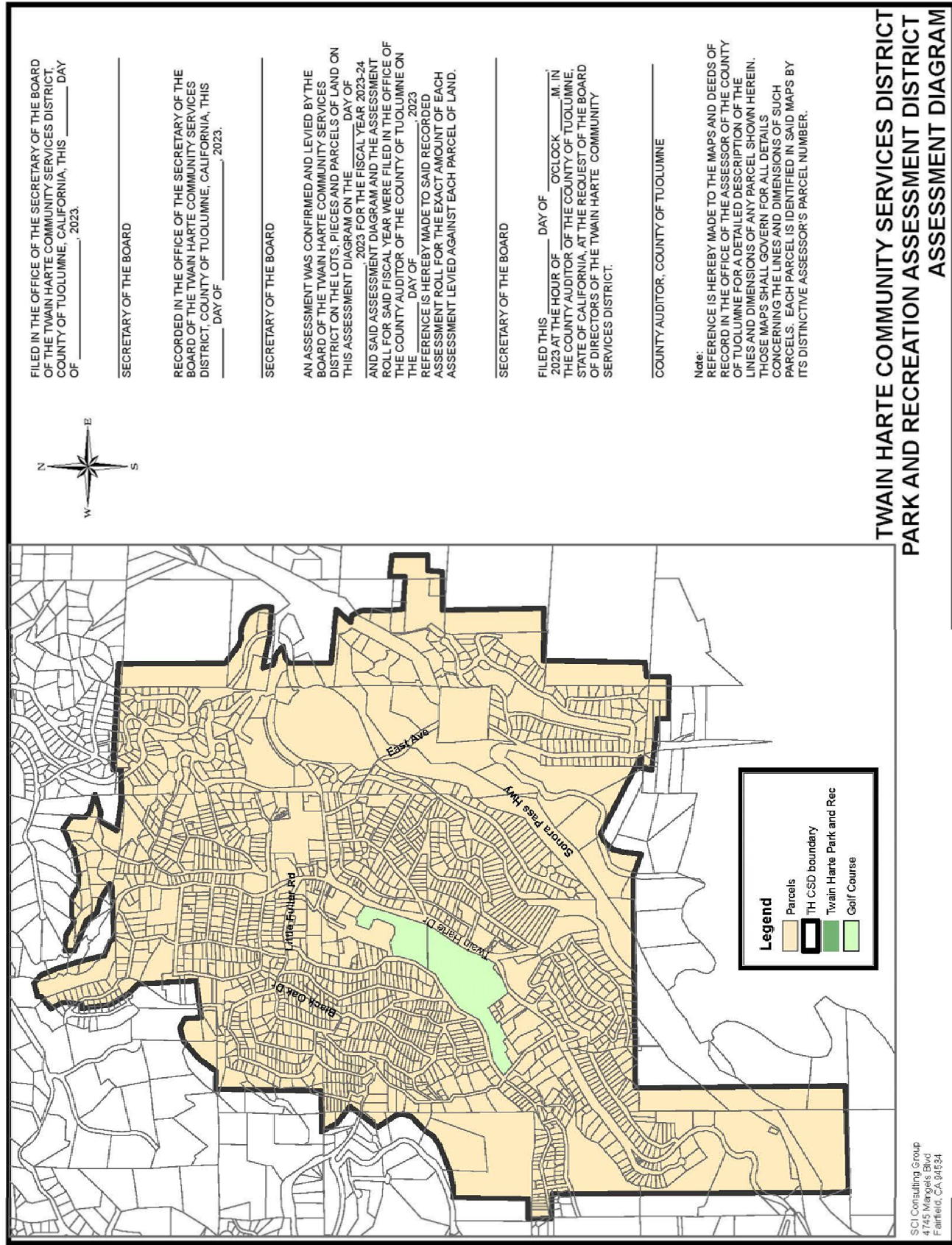
By  _____
John W. Bliss, License No. C52091

Exhibit A - Assessment Diagram

The Assessment District includes all properties within the boundaries of Twain Harte Community Services District, as defined by County Tax Rate Areas. The boundaries of the Assessment District are displayed on the following Assessment Diagram. The lines and dimensions of each lot or parcel within the Assessment District are those lines and dimensions as shown on the maps of the Assessor of the County of Tuolumne, for fiscal year 2023-24, and are incorporated herein by reference, and made a part of this Diagram and this Report.



FILED IN THE OFFICE OF THE SECRETARY OF THE BOARD OF THE TWIN HARTE COMMUNITY SERVICES DISTRICT, COUNTY OF TUOLUMNE, CALIFORNIA, THIS _____ DAY OF _____, 2023.

SECRETARY OF THE BOARD _____

RECORDED IN THE OFFICE OF THE SECRETARY OF THE BOARD OF THE TWIN HARTE COMMUNITY SERVICES DISTRICT, COUNTY OF TUOLUMNE, CALIFORNIA, THIS _____ DAY OF _____, 2023.

SECRETARY OF THE BOARD _____

AN ASSESSMENT WAS CONFIRMED AND LEVIED BY THE BOARD OF THE TWIN HARTE COMMUNITY SERVICES DISTRICT ON THE LOTS, PIECES AND PARCELS OF LAND ON THIS ASSESSMENT DIAGRAM ON THE _____ DAY OF _____, 2023 FOR THE FISCAL YEAR 2023-24 AND SAID ASSESSMENT DIAGRAM AND THE ASSESSMENT ROLL FOR SAID FISCAL YEAR WERE FILED IN THE OFFICE OF THE COUNTY AUDITOR OF THE COUNTY OF TUOLUMNE ON THE _____ DAY OF _____, 2023. REFERENCE IS HEREBY MADE TO SAID RECORDED ASSESSMENT ROLL FOR THE EXACT AMOUNT OF EACH ASSESSMENT LEVIED AGAINST EACH PARCEL OF LAND.

SECRETARY OF THE BOARD _____

FILED THIS _____ DAY OF _____ O'CLOCK _____ M. IN THE COUNTY AUDITOR OF THE COUNTY OF TUOLUMNE, STATE OF CALIFORNIA, AT THE REQUEST OF THE BOARD OF DIRECTORS OF THE TWIN HARTE COMMUNITY SERVICES DISTRICT.

COUNTY AUDITOR, COUNTY OF TUOLUMNE _____

Note: REFERENCE IS HEREBY MADE TO THE MAPS AND DEEDS OF RECORD IN THE OFFICE OF THE ASSESSOR OF THE COUNTY OF TUOLUMNE FOR A DETAILED DESCRIPTION OF THE LINES AND DIMENSIONS OF ANY PARCEL SHOWN HEREIN. THOSE MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH PARCELS. EACH PARCEL IS IDENTIFIED IN SAID MAPS BY ITS DISTINCTIVE ASSESSOR'S PARCEL NUMBER.

TWIN HARTE COMMUNITY SERVICES DISTRICT
PARK AND RECREATION ASSESSMENT DISTRICT
ASSESSMENT DIAGRAM

SCI Consulting Group
4745 Margolis Blvd
Fairfield, CA 94534

Exhibit B - Assessment Roll

An Assessment Roll (a listing of all parcels assessed within the Assessment District and the amount of the assessment) will be filed with the Secretary of the Board and is, by reference, made part of this Report and is available for public inspection during normal office hours.

Each lot or parcel listed on the Assessment Roll is shown and illustrated on the latest County Assessor records and these records are, by reference made part of this Report. These records shall govern for all details concerning the description of the lots or parcels.



Board Meeting Agenda Item Summary

May 10, 2023

ITEM #:	05D	ITEM TYPE:	<input type="checkbox"/> Discussion <input type="checkbox"/> Action <input checked="" type="checkbox"/> Both
SUBJECT:	Discussion/action to adopt Resolution #23-10 - Intention to Continue Assessments for Fiscal Year 2023-24, Approval of Preliminary Engineer's Report and Notice of Hearing for the Fire and Rescue Assessment District.		
RELATION TO STRATEGIC PLAN:	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Advances Goal/Objective #'s: _____		

RECOMMENDED ACTION:

Adopt Resolution #23-10 – Intention to Continue Assessments for Fiscal Year 2023-24, Approval of Preliminary Engineer's Report and Notice of Hearing for the Fire and Rescue Assessment District.

SUMMARY:

In 2002, the District's limited Fire Fund revenue was insufficient to provide adequate fire protection and suppression services. As a result, the District proposed the establishment of its Fire and Rescue Assessment District special benefit assessment (Rescue Assessment). The Rescue Assessment was approved by a majority vote of property owners and was levied by the District's Board of Directors on April 16, 2002, via Resolution #02-13. The voter-approved Rescue Assessment does not sunset and allows a maximum 3% annual adjustment based on the January Consumer Price Index (CPI) for the San Francisco Bay Area. The annual CPI adjustment is not automatic and is subject to the approval of the Board.

Since 2002, the Rescue Assessment has continued to provide annual Revenue to the Fire Fund to provide improved fire suppression, safety and emergency services to the 1,756 properties within its boundaries.

A Rescue Assessment Engineer's report is prepared each year to evaluate the Fire Fund's budget requirements, the annual CPI adjustment, the maximum authorized assessment rate, and any changes to parcels within the assessment area. The Preliminary Engineer's Report this year recommends that Rescue Assessment Rates be increased by 3% based on January's CPI value of 4.88%.

Based on the Fire Fund's projected revenue needs for the coming year, staff recommends that the Board hold a public hearing to consider continuing the Fire Assessment with a 3% CPI adjustment.

FINANCIAL IMPACT:

With a 3% CPI adjustment, the Fire Rescue Assessment is projected to generate \$166,811 in revenue for the Fire and Rescue Fund in Fiscal Year 2023-24.

ATTACHMENTS:

- Resolution #23-10 – Intention to Continue Assessments for Fiscal Year 2023-24, Approval of Preliminary Engineer's Report and Notice of Hearing for the Fire and Rescue Assessment District.

**TWAIN HARTE COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 23-10**

**INTENTION TO CONTINUE ASSESSMENTS FOR FISCAL YEAR 2023-24,
APPROVAL OF PRELIMINARILY ENGINEER'S REPORT AND NOTICE OF HEARING
FOR THE FIRE AND RESCUE ASSESSMENT DISTRICT**

WHEREAS, on April 16, 2002, by its Resolution No. 02-13, after receiving a weighted majority of 90% of ballots in support of the proposed assessment, this Board ordered the formation of and levied the first assessment of the Twain Harte Community Services District Fire Suppression District within the Twain Harte Community Services District (the "District") pursuant to the provisions of Article XIID of the California Constitution, and Government Code Sections 50078 et. Seq.; and

WHEREAS, the first Engineer's Report for Fiscal Year 2002-03 described how the assessment district would be established, determined the uses of the assessment funds, established the methodology by which the assessments would be applied to properties in the District, established that the assessment is subject to an annual adjustment tied to the annual change in the Consumer Price Index for the San Francisco Bay Area, and stated that the assessment would continue year-to-year until terminated by the District Board of Directors; and

WHEREAS, although the methodology by which the assessments are applied to properties in the District does not change from year to year, a new Engineer's Report is prepared each year in order to establish the CPI adjustment for that year; the new maximum authorized assessment rate for that year; the budget for that year; and the amount to be charged to each parcel in the District that year, subject to that year's assessment rate and any changes in the attributes of the properties in the District, including but not limited to use changes, parcel subdivisions, and/or parcel consolidations; and

WHEREAS, SCI Consulting Group has filed with secretary of the Board of Directors of the Twain Harte Community Services District, a Preliminary Engineer's Report which contains: (a) a calculation of the portion of the services to be provided by the Assessment District that constitute a special benefit to the parcels in the District; (b) a methodology for assigning fire suppression assessments to individual parcels; (c) a listing of each lot or parcel of property that would be subject to the fire suppression assessment including public parcels; (d) the amount of the proposed assessment for each lot or parcel for the 2023-34 fiscal year; and (e) an assessment diagram depicting the boundary of the Assessment District.

NOW, THEREFORE, BE IT RESOLVED, by the Governing Board of the Twain Harte Community Services District, County of Tuolumne, State of California, that the Preliminary Engineer's Report is hereby received and filed; and

1. the Preliminary Engineer's Report is hereby received and filed; and

2. It is the intention of this Board to continue and to collect assessments within the District for the fiscal year 2023-34.
3. The authorized maximum assessment rate for the District includes an annual adjustment by an amount equal to the annual change in the San Francisco Bay Area Consumer Price Index, not to exceed 3% per year. In the event that the annual change in the CPI exceeds 3%, any percentage change in excess of 3% can be cumulatively reserved and can be added to the annual change in the CPI for years in which the CPI change is less than 3%. The annual Bay Area CPI change as of December 2022 is 4.88%, and the Unused CPI carried forward from the previous fiscal year is 1.83%. Therefore, the maximum authorized increase that may be levied in the fiscal year 2023-34 is 3.00%.
4. the estimated fiscal year 2023-34 cost of providing the Services is \$166,811. This cost results in a proposed assessment rate of NINETY-EIGHT DOLLARS AND EIGHTY-EIGHT CENTS (\$98.88) per single-family equivalent benefit unit for the fiscal year 2023-34. Therefore, the assessment rate proposed to be continued for the fiscal year 2023-34 is \$98.88, which is the same as the maximum authorized rate. The maximum authorized assessment rate for 2023-34 is \$98.88 per single-family equivalent benefit unit.
5. A Public Hearing regarding the continuation of the Assessment District shall be held on June 14, 2023, at 9:00 a.m. or as soon after as practical, at the Twain Harte Community Services District offices located at 22912 Vantage Pointe Drive, Twain Harte, California, 95383. The Clerk of the Board is hereby authorized and directed to cause a notice of the hearing to be given by publishing a notice once, at least ten (10) days prior to the date of the hearing above specified, in a newspaper circulated in the District.

PASSED AND ADOPTED by the Governing Board of the Twain Harte Community Services District this 10th day of May 2023 by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Eileen Mannix, Board President

Kimberly Silva, Board Secretary

FY 2023-24

ENGINEER'S REPORT

Twain Harte Community Services District

Fire Rescue Assessment District

May 2023

Final Report

Engineer of Work:



4745 Mangels Boulevard
Fairfield, California 94534
707.430.4300
www.sci-cg.com

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Twain Harte Community Services District

Board of Directors

Eileen Mannix, President
Charlotte Bohlman, Vice President
Gary Sipperley, Director
Kathryn deGroot, Director
Richard Knudson, Director

General Manager

Tom Trott

Fire Chief

Neil Gamez

Secretary of the Board

Kim Silva

Assessment Engineer

SCI Consulting Group

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Introduction

The Twain Harte Community Services District ("District") currently provides fire suppression services for approximately 1,756 properties within its boundaries.

This Engineer's Report (the "Report") was prepared to:

- Describe the fire suppression, safety and emergency response services and equipment that would be funded by the assessments (the "Services")
- Establish a budget for the Services that would be funded by the proposed 2023-24 assessments
- Determine the benefits received from the Services by property within the Twain Harte Community Services District Fire and Rescue Assessment (the "Assessment District") and
- Determine and assign a method of assessment apportionment to lots and parcels within the Assessment District.

This Report and the proposed assessments have been made pursuant to the California Government Code Section 50078 et seq. (the "Code") and Article XIID of the California Constitution (the "Article").

The Assessment District is narrowly drawn to include only properties that will benefit from the additional fire protection services that are provided by the assessment funds. The Assessment Diagram included in this report shows the boundaries of the Assessment District.

Legal Analysis

Proposition 218

This assessment is formed consistent with Proposition 218, The Right to Vote on Taxes Act, which was approved by the voters of California on November 6, 1996 and is now Article XIIC and XIID of the California Constitution. Proposition 218 provides for benefit assessments to be levied to fund the cost of providing services, improvements, as well as maintenance and operation expenses to a public improvement which benefits the assessed property.

Proposition 218 describes a number of important requirements, including a property-owner balloting, for the formation and continuation of assessments, and these requirements are satisfied by the process used to establish this assessment.

Silicon Valley Taxpayers Association, Inc. v Santa Clara County Open Space Authority

In July of 2008, the California Supreme Court issued its ruling on the Silicon Valley Taxpayers Association, Inc. v. Santa Clara County Open Space Authority (“SVTA vs. SCCOSA”). This ruling is the most significant legal document in further legally clarifying Proposition 218. Several of the most important elements of the ruling included further emphasis that:

- Benefit assessments are for special, not general benefit
- The services and/or improvements funded by assessments must be clearly defined
- Special benefits are directly received by and provide a direct advantage to property in the Assessment District

This Engineer’s Report is consistent with the SVTA vs. SCCOSA decision and with the requirements of Article XIII C and XIII D of the California Constitution because the Services to be funded are clearly defined; the Services are available to all benefiting property in the Assessment District, the benefiting property in the Assessment District will directly and tangibly benefit from improved protection from fire damage, increased safety of property and other special benefits and such special benefits provide a direct advantage to property in the Assessment District that is not enjoyed by the public at large or other property. There have been a number of clarifications made to the analysis, findings and supporting text in this Report to ensure that this consistency is well communicated

Dahms v. Downtown Pomona Property

On June 8, 2009, the 4th Court of Appeal amended its original opinion upholding a benefit assessment for property in the downtown area of the City of Pomona. On July 22, 2009, the California Supreme Court denied review. On this date, Dahms became good law and binding precedent for assessments. In Dahms the court upheld an assessment that was 100% special benefit (i.e. 0% general benefit) on the rationale that the services and improvements funded by the assessments were directly provided to property in the assessment district. The Court also upheld discounts and exemptions from the assessment for certain properties.

Bonander v. Town of Tiburon

On December 31, 2009, the 1st District Court of Appeal overturned a benefit assessment approved by property owners to pay for placing overhead utility lines underground in an area of the Town of Tiburon. The Court invalidated the assessments on the grounds that the assessments had been apportioned to assessed property based in part on relative costs within sub-areas of the assessment district instead of proportional special benefits.

Beutz v. County of Riverside

On May 26, 2010, the 4th District Court of Appeal issued a decision on the Steven Beutz v. County of Riverside (“Beutz”) appeal. This decision overturned an assessment for park maintenance in Wildomar, California, primarily because the general benefits associated with improvements and services were not explicitly calculated, quantified and separated from the special benefits.

Golden Hill Neighborhood Association v. City of San Diego

On September 22, 2011, the San Diego Court of Appeal issued a decision on the Golden Hill Neighborhood Association v. City of San Diego appeal. This decision overturned an assessment for street and landscaping maintenance in the Greater Golden Hill neighborhood of San Diego, California. The court described two primary reasons for its decision. First, like in Beutz, the court found the general benefits associated with services were not explicitly calculated, quantified and separated from the special benefits. Second, the court found that the City had failed to record the basis for the assessment on its own parcels.

Compliance with Current Law

This Engineer’s Report is consistent with the requirements of Article XIIC and XIID of the California Constitution and with the *SVTA* decision because the Services to be funded are clearly defined; the Services are available to and will be directly provided to all benefiting property in the Assessment District; and the Services provide a direct advantage to property in the Assessment District that would not be received in absence of the Assessments.

This Engineer’s Report is consistent with *Dahms* because, similar to the Downtown Pomona assessment validated in *Dahms*, the Services will be directly provided to property in the Assessment District. Moreover, while *Dahms* could be used as the basis for a finding of 0% general benefits, this Engineer’s Report establishes a more conservative measure of general benefits.

The Engineer’s Report is consistent with *Bonander* because the Assessments have been apportioned based on the overall cost of the Services and proportional special benefit to each property. Finally, the Assessments are consistent with *Beutz* because the general benefits have been explicitly calculated and quantified and excluded from the Assessments.

Assessment Process

In 2002, to address the District's shortfall in fire suppression services funding and the need for improved fire protection and suppression services, the Board proposed an assessment for the Assessment District. In October 2001, the Board conducted an assessment ballot proceeding pursuant to the requirements of Article XIII D of the California Constitution ("The Taxpayer's Right to Vote on Taxes Act") and the Government Code Section 50078 et. seq. During this ballot proceeding, property owners in the Assessment District were provided with a notice and ballot for the proposed fire assessment ("the Twain Harte Fire and Rescue Assessment District"). A 45-day period was provided for balloting and a public hearing was conducted March 19, 2002. At the public hearing, all ballots returned within the 45-day balloting period were tabulated.

It was determined at the public hearing that the assessment ballots submitted in opposition to the proposed assessments did not exceed the assessment ballots submitted in favor of the assessments (with each ballot weighted by the proportional financial obligation of the property for which ballot was submitted). In fact, the final balloting result was 90% support for the "Assessment District").

As a result, the Board gained the authority to approve the levy of the assessments for fiscal year 2002-03 and to continue to levy them in future years. The authority granted by the ballot proceeding includes an annual adjustment in the assessment levies equal to the annual change in the Consumer Price Index for the San Francisco Bay Area, not to exceed 3%.

In each subsequent year for which the assessments will continue to be levied, the Board must direct the preparation of an Engineer's Report, budgets and proposed assessments for the upcoming fiscal year. After the Engineer's Report is completed, the Board may preliminarily approve the Engineer's Report and proposed assessments and establish the date for a public hearing on the continuation of the assessments.

This Engineer's Report ("Report") was prepared to establish the budget for the services that would be funded by the proposed 2023-24 assessments, determine the benefits received from the fire suppression services by property within the District and the method of assessment apportionment to lots and parcels within the District. This Report and the proposed assessments have been made pursuant to the California Government Code Section 50078 et. seq. (the "Code") and Article XIII D of the California Constitution (the "Article").

If the Board approves this Engineer's Report and the proposed assessments by resolution, a notice of assessment levies must be published in a local paper at least 10 days prior to the date of the public hearing. The resolution preliminarily approving the Engineer's Report and establishing the date for a public hearing is used for this notice.

Following the minimum 10-day time period after publishing the notice, a public hearing is held for the purpose of allowing public testimony about the proposed continuation of the assessments. This hearing is currently scheduled for June 14, 2023. At this hearing, the Board will consider approval of a resolution confirming the assessments for fiscal year 2023-24. If so confirmed and approved, the assessments will be submitted to the County Auditor/Controller for inclusion on the property tax rolls for fiscal year 2023-24.

Description of Services

Following is a description of the Services that are provided for the direct benefit of property in the Assessment District. With the passage of this assessment, the fire protection and fire suppression services within the Assessment District were enhanced significantly and such Services are all over and above what otherwise would be provided. The formula below describes the relationship between the final level of services, the baseline level of service had the assessment not been instituted, and the enhanced level of services funded by the assessment.

$$\text{Final Level of Improvements} = \text{Baseline Level of Improvements} + \text{Enhanced Level of Improvements}$$

The budget to be financed from the Assessment District levies is based on the needs of the Twain Harte Community Services District as well as the results of an independent survey conducted for the District, which indicated the community's priorities for various Services. The Assessment District is responsible for obtaining, furnishing, operating, and maintaining fire suppression equipment or apparatus and for the purpose of paying the salaries and benefits of firefighting personnel who provide fire suppression services to parcels, improvements or property in the Assessment District, or both, whether or not fire suppression services are actually used by or upon a parcel, improvement, or property. Other services include, but are not limited to, fire prevention and fire education.

In addition to the definitions provided by the Code, the Services to be funded by the Assessment District are generally described as follows: obtaining, furnishing, operating, and maintaining fire suppression, protection and emergency services equipment and apparatus; payment of salaries, benefits and other compensation to fire fighting and fire prevention personnel; training and administration of volunteer personnel performing fire suppression, protection and emergency services; hazardous material response; disaster preparedness; community fire prevention education and fire inspection.

The Assessment District will also contribute to cover the general costs of administering the District, its facilities and operations, as well as the salaries and benefits of firefighting personnel who provide fire suppression, protection and emergency services to parcels, improvements or property in the Assessment District.

Cost and Budget

Budget for Fiscal Year 2023-24

The following budget lists the elements proposed to be funded by the Assessment District in Fiscal Year 2023-24.

Figure 1 – Estimate of Cost

Twain Harte Community Services District Fire and Rescue Assessment District Estimate of Cost Fiscal Year 2023-24			<i>Total Budget</i>
Beginning Fund Balance			\$0
Fire and Rescue Expenses Services Expenditures			
Services Costs			\$1,181,535
Salaries and Employee Benefits	\$923,835		
Maintenance and Repairs	\$118,000		
Materials and Supplies	\$10,300		
Outside Services	\$23,500		
Utilities, Prop/Liab Ins, TUD, etc.	\$105,900		
Debt Service	\$0		
Administrative Cost Allocation			\$140,723
Capital Expenses/Outlay			\$380,000
Total Service, Administrative and Capital Expenditures			\$1,702,258
Additional Expenditures			
Allowance for Uncollectable Assessments			\$0
County Collection, Levy Administration, and Other Incidentals			\$4,280
Total Additional Expenditures			\$4,280
Total Service, Administrative, Capital and Additional Expenditures			\$1,706,538
Total Benefit of Services and Related Expenses			\$1,706,538
SFE Units			1687.00
Benefit received per Single Family Equivalent Unit			\$1,011.58
Less:			
District Contribution for General Benefits			(\$155,295)
District Contribution toward Special Benefits			(\$1,313,816)
Transfers to (from) reserves			(\$70,616)
Total Revenue from Other Sources			(\$1,539,727)
Net Cost of Fire and Rescue Costs			\$166,811
Total Fire and Rescue Assessment District Budget (Net Amount to be Assessed)			\$166,811
Budget Allocation to Property			
	Total SFE Units	Assessment per SFE	Total Assessment
	1,687	\$98.88	\$166,811

Method of Apportionment

Method of Apportionment

This section of the Engineer's Report includes an explanation of the benefits to be derived from providing the Services throughout the Assessment District, and the methodology used to apportion the total assessment to properties within the Assessment District.

The Assessment District consists of all Assessor Parcels within the boundaries of the Twain Harte Community Services District as defined by the County of Tuolumne, and the attached assessment diagram. The method used for apportioning the assessment is based upon the proportional special benefits to be derived by the properties in the Assessment District over and above general benefits conferred on real property or to the public at large. Special benefit is calculated for each parcel in the Assessment District using the following process:

1. Identification of all benefit factors derived from the Improvements
1. Calculation of the proportion of these benefits that are general
2. Determination of the relative special benefit within different areas within the Assessment District
3. Determination of the relative special benefit per property type
4. Calculation of the specific assessment for each individual parcel based upon special vs. general benefit; location, property type, property characteristics, improvements on property and other supporting attributes

Discussion of Benefit

California Government Code Section 50078 et. seq. allows agencies which provide fire suppression services, such as Twain Harte Community Services District of Tuolumne County to levy assessments for fire suppression services. Section 50078 states the following:

“Any local agency which provides fire suppression services directly or by contract with the state or a local agency may, by ordinance or by resolution adopted after notice and hearing, determine and levy an assessment for fire suppression services pursuant to this article.”

In addition, California Government Code Section 50078.1 defines the term “fire suppression” as follows:

“(c) “Fire suppression” includes firefighting and fire prevention, including, but not limited to, vegetation removal or management undertaken, in whole or in part, for the reduction of a fire hazard.”

Therefore, the Services to be provided by the Assessment District fall within the scope of services that may be funded by assessments under the Code

The assessments can only be levied based on the special benefit to property. This benefit is received by property over and above any general benefits. Moreover, such benefit is not based on any one property owner's use of the District's services or a property owner's specific demographic status. With reference to the requirements for assessments, Section 50078.5 of the Government Code states:

"(b) The benefit assessment shall be levied on a parcel, class of improvement to property, or use of property basis, or a combination thereof, within the boundaries of the local agency, zone, or area of benefit."

"The assessment may be levied against any parcel, improvement, or use of property to which such services may be made available whether or not the service is actually used."

Proposition 218, as codified in Article XIID of the California Constitution, has confirmed that assessments must be based on the special benefit to property:

"No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."

Since assessments are levied on the basis of special benefit, they are not a tax and are not governed by Article XIII A of the California Constitution.

The following section describes how and why the Services specially benefit properties. This benefit is particular and distinct from its effect on property in general or the public at large.

Benefit Factors

In order to allocate the assessments, the Engineer identified the types of special benefit arising from the Services that will be provided to property in the Assessment District. These benefit factors must confer a direct advantage to the assessed properties; otherwise they would be general benefit.

The following benefit categories have been established that represent the types of special benefit to residential, commercial, industrial, institutional and other lots and parcels resulting from the fire suppression services to the District with the assessment proceeds. These categories of special benefit are derived from the statutes passed by the California Legislature and other studies, which describe the types of special benefit received by property from fire suppression services such as those provided by the District. These types of special benefit are summarized as follows:

Increased safety and protection of health for real property assets for all property owners within the District

The Assessments will fund improved emergency, educational and prevention services, and thereby can reduce significantly the risk of property damage associated with fires. Clearly, fire mitigation helps to protect and specifically benefits both improved properties and vacant properties in the Assessment District.

*"Fire is the largest single cause of property loss in the United States. In the last decade, fires have caused direct losses of more than \$120 billion and countless billions more in related costs."*ⁱ

*"Over 140,000 wildfires occurred on average each year, burning a total of almost 14.5 million acres. And since 1990, over 900 homes have been destroyed each year by wildfires."*ⁱⁱ

*"A reasonably disaster-resistant America will not be achieved until there is greater acknowledgment of the importance of the fire service and a willingness at all levels of government to adequately fund the needs and responsibilities of the fire service."*ⁱⁱⁱ

"The strategies and techniques to address fire risks in structures are known. When implemented, these means have proven effective in the reduction of losses."^{iv}

"Statistical data on insurance losses bears out the relationship between excellent fire protection...and low fire losses."^v

Protection of views, scenery and other resource values for property in the District

The Assessment District will provide funding for improved fire protection and suppression services to protect public and private resources in the Assessment District. This benefits even those properties that are not directly damaged by fire by maintaining and improving the aesthetics and attractiveness of public and private resources in the community, as well as ensuring that such resources remain safe and well maintained.

"Smoke affects people...for example, in producing haze that degrades the visual quality of a sunny day...The other visual quality effect is that of the fire on the landscape. To many people, burned landscapes are not attractive and detract from the aesthetic values of an area."^{vi}

"A visually preferred landscape can be the natural outcome of fuels treatments."^{vii}

Enhanced access to properties in the Assessment District, and utility and desirability of such properties

The Assessments will fund improved fire suppression services in the District. In addition to preventing damage to property from fires, the assessments will also protect access to property, because fires can impede or prevent access to property. In addition, the Services will enhance the utility and desirability of the properties in the Assessment District. This is a benefit to residential, commercial, industrial and other properties.

"A Community committed to saving lives and property needs trained firefighters, proper equipment, and adequate supplies of water. Insurance companies consider it good public policy and good business to promote and encourage the efforts of individual communities to improve their fire-protection services." ^{viii}

State Responsibility Area

The boundaries of the Twain Harte Fire and Rescue Assessment District fall within a State Responsibility Area (SRA). The Twain Harte Fire and Rescue Division responds to all calls within the District regardless of a parcels inclusion in a SRA. Government Code Section 50078.2 (b) states:

"A benefit assessment shall not be levied for wildland or watershed fire suppression on land located in a state responsibility area as defined in Section 4102 of the Public Resources Code."

Therefore, the assessments are not being levied for wildland or watershed fire protection. Those parcels within the State Responsibility Area zoned for development, which receive a special benefit from the services will be assessed according to the use of the parcel, while parcels designated as "wildland or watershed" will not be assessed.

Summary of Benefits

In summary, real property located within the boundaries of the Assessment District distinctly and directly benefits from increased safety and protection of real property, increased protection of scenery and views, and enhanced access and utility of properties in the Assessment District. These are special benefits to property in much the same way that sewer and water facilities, sidewalks and paved streets enhance the utility and desirability of property and make them more functional to use, safer and easier to access.

General versus Special Benefit

Article XIII C of the California Constitution requires any local agency proposing to increase or impose a benefit assessment to "separate the general benefits from the special benefits conferred on a parcel." The rationale for separating special and general benefits is to ensure that property owners subject to the benefit assessment are not paying for general benefits. The assessment can fund special benefits but cannot fund general benefits. Accordingly, a separate estimate of the special and general benefit is given in this section.

In other words:

$$\text{Total Benefit} = \text{General Benefit} + \text{Special Benefit}$$

There is no widely-accepted or statutory formula for general benefit. General benefits are benefits from improvements or services that are not special in nature, are not “particular and distinct” and are not “over and above” benefits received by other properties. SVTA vs. SCCOSA provides some clarification by indicating that general benefits provide “an indirect, derivative advantage” and are not necessarily proximate to the improvements.

In this report, the general benefit is conservatively estimated and described, and then budgeted so that it is funded by sources other than the assessment.

The starting point for evaluating general and special benefits is the 2002 baseline level of service, had the assessment not been approved by the community. The assessment will fund Services “over and above” this general, baseline level and the general benefits estimated in this section are over and above the baseline.

A formula to estimate the general benefit is listed below:

$$\text{General Benefit} = \text{Benefit to real property outside of improvement district} + \text{Benefit to real property inside of improvement district} + \text{Benefit to public at large}$$

Special benefit, on the other hand, is defined in the state constitution as “a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large.” The SVTA v. SCCOSA decision indicates that a special benefit is conferred to a property if it “receives a direct advantage from the improvement (e.g., proximity to a park).” In this assessment, as noted, the improved Services are available when needed to all properties in the Assessment District, so the overwhelming proportion of the benefits conferred to property is special, and are only minimally received by property outside the Assessment District or the public at large.

Proposition 218 twice uses the phrase “over and above” general benefits in describing special benefit. (Art. XIID, sections 2(i) & 4(f).) Arguably, all of the Services being funded by the assessment would be a special benefit because the Services would particularly and distinctly benefit the properties in the Assessment District over and above the baseline benefits.

Nevertheless, arguably some of the Services would benefit the public at large and properties outside the Assessment District. In this report, the general benefit is conservatively estimated and described, and then budgeted so that it is funded by sources other than the assessment.

Calculating General Benefit

This section provides a measure of the general benefits from the assessments

Benefit to Property Outside the Assessment District

Properties within the Assessment District receive almost all of the special benefits from the Services because the Services will be provided solely in the Assessment District boundaries. (It should be noted that this Services may, at times, be used outside the District boundaries. However, this use is part of a mutual aid agreement and should be exactly offset by use of Services from other agencies within the District boundaries.) Properties proximate to, but outside of, the proposed boundaries of the Assessment District receive some benefit from the proposed Services due to some degree of indirectly reduced fire risk to their property. These parcels that are proximate to the boundaries of the Assessment District are estimated to receive less than 50% of the benefits relative to parcels within the Assessment District because they do not directly receive the improved fire protection resulting from the Services funded by the Assessments.

At the time the Assessment District was formed, there were approximately 130 of these “proximate” properties.

CRITERIA:

130 parcels outside the district but proximate to the District Boundaries
 1,863 parcels in the Assessment District
 50% relative benefit compared to property within the Assessment district

CALCULATION:

General benefit to property outside the Assessment District =
 $130/1,993 * .5 = 3.3\%$

Although it can reasonably be argued that properties protected inside, but near the Assessment District boundaries are offset by similar fire protection provided outside, but near the Assessment District’s boundaries, we use the more conservative approach of finding that 3.3% of the Services may be of general benefit to property outside the Assessment District.

Benefit to Property *Inside* the District that is *Indirect and Derivative*

The “indirect and derivative” benefit to property within the Assessment District is particularly difficult to calculate. A solid argument can be presented that all benefit within the Assessment District is special, because the Services are clearly “over and above” and “particular and distinct” when compared with the 2002 baseline level of Services, had the assessment district not passed.

In determining the proposed Assessment District area, the District has been careful to limit it to an area of parcels that will directly receive the benefit of the improved Services. All parcels will directly benefit from the use of the improved Services throughout the Assessment District in order to maintain the same improved level of fire suppression and protection throughout the area. Fire protection and suppression will be provided as needed throughout the area. The shared special benefit - reduced severity and number of fires - will be received on an equivalent basis by all parcels in the Assessment District. Furthermore, all parcels in the Assessment District will directly benefit from the ability to request service from the District and to have a District firefighter promptly respond directly to the parcel and address the owner's or resident's service need.

The SVTA vs. SCCOSA decision indicates that the fact that a benefit is conferred throughout the Assessment District area does not make the benefit general rather than special, so long as the Assessment District is narrowly drawn and limited to the parcels directly receiving shared special benefits from the service. We therefore conclude that, other than the small general benefit to properties outside the Assessment District (discussed above) and to the public at large (discussed below), all of the benefits of the Services to the parcels within the Assessment District are special benefits and it is not possible or appropriate to separate any general benefits from the benefits conferred on parcels in the Assessment District.

Benefit To The Public At Large

With the type and scope of Services to be provided to the Assessment District, it is very difficult to calculate and quantify the scope of the general benefit conferred on the public at large. Because the Services directly serve and benefit all of the property in the Assessment District, any general benefit conferred on the public at large would be small. Nevertheless, there may be some indirect general benefit to the public at large.

The public at large uses the public highways, streets and sidewalks, and when traveling in and through the Assessment District and they may benefit from the services without contributing to the assessment. Although the protection of this critical infrastructure is certainly a benefit to all the property within the district, it is arguably "indirect and derivative" and possibly benefits people rather than property. A fair and appropriate measure of the general benefit to the public at large therefore is the amount of highway, street and sidewalk area within the Assessment District relative to the overall land area. An analysis of maps of the Assessment District shows that approximately 5.8% of the land area in the Assessment District is covered by highways, streets and sidewalks. This 5.8% therefore is a fair and appropriate measure of the general benefit to the public at large within the Assessment District.

Summary of General Benefits

Using a sum of the measures of general benefit for the public at large and land outside the Assessment Area, we find that approximately 9.3% of the benefits conferred by the Fire and Rescue Assessment may be general in nature and should be funded by sources other than the assessment.

<p>General Benefit =</p> <p>3.3 % (Outside the district)</p> <p>+ 0.0 % (Inside the district - indirect and derivative)</p> <p>+ 5.8 % (Public at Large)</p> <p>= 9.1 % (Total General Benefit)</p>

The Assessment District's total budget for 2023-24 is \$1,706,538. Of this total budget amount, the District will contribute approximately \$1,469,111 or almost 90% of the total budget from sources other than this assessment. This contribution constitutes significantly more than 9.1% percent general benefits measured by the Assessment Engineer.

Benefit Finding

As noted, the assessment funds will be used to improve fire protection and suppression services throughout the Assessment District. This Engineer's Report finds that the Services are a significant, tangible benefit that should reasonably and rationally confer more special benefit to properties in the Assessment District than the assessment cost of \$98.88 per benefit unit.

Zones of Benefit

As noted, the assessments will fund improved fire suppression and protection services relatively uniformly throughout the Assessment District and the Assessment District boundaries have been narrowly drawn to only include the parcels that directly receive the Services. It therefore is appropriate to provide a District-wide Assessment District without zones of benefit because all parcels of similar type and features benefit similarly.

In *SVTA v. SCCOSA*, the court noted that a local agency-wide assessment district is appropriate under the right conditions: “Thus, if an assessment district is narrowly drawn, the fact that a benefit is conferred throughout the district does not make it general rather than special. In that circumstance, the characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g., proximity to a park) or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g., general enhancement of the district's property values).” The court therefore acknowledged the appropriateness of a District-wide assessment so long as each parcel receives a direct advantage from the assessment-funded improvement or service. As demonstrated in this engineer’s report, each parcel in the Assessment District receives a direct advantage and special benefit from the Services.

Assessment Apportionment

In the process of determining the appropriate method of assessment, the Engineer considered various alternatives. For example, an assessment exclusively for residential improved property was considered but was determined to be inappropriate because commercial, industrial and other properties also receive benefits from the assessments.

Moreover, a fixed or flat assessment for all properties of similar type was deemed to be inappropriate because larger properties receive a higher degree of benefit than other similarly used properties that are significantly smaller. For two properties used for commercial purposes, there is clearly a higher benefit provided to the larger property in comparison to a smaller commercial property because the larger property generally supports a larger building and has higher numbers of employees, customers and guests that would benefit from fire suppression services. This benefit ultimately flows to the property. Larger parcels, therefore, receive an increased benefit from the assessments.

As stated previously, the special benefits derived from the assessments are conferred on property and are not based on a specific property owner’s use of the improvements, or a specific property owner’s occupancy of property or the property owner’s demographic status such as age or number of dependents. However, it is ultimately people who value the special benefits described above, use the community’s services, and control property values by placing a value on the special benefits to be provided by the services.¹ In other words, the benefits derived to property are related to the average number of people who could potentially live on, work at, or otherwise could use a property, not how the property is currently used by the present owner. Therefore, the number of people who could or potentially live on, work at, or otherwise use a property is an indicator of the relative level of benefit received by a property.

The Assessment Engineer determined that the appropriate method of assessment should be based on the type of property, the relative size of the property, and the potential use of property by residents and employees. This method is further described below.

Method of Assessment

The next step in apportioning assessments is to determine the relative special benefit for each property. This process involves determining the relative benefit received by each property in relation to a "benchmark" property, a single family detached dwelling on one parcel (one "Single Family Equivalent Benefit Unit" or "SFE"). This SFE methodology is commonly used to distribute assessments in proportion to estimated special benefits and is generally recognized as providing the basis for a fair and appropriate distribution of assessments. In this Engineer's Report, all properties are assigned an SFE value, which is each property's relative benefit in relation to a single-family home on one parcel.

The relative benefit to properties from fire related services is:

Residential Properties

All improved residential properties that represent a single residential dwelling unit are assigned one Single Family Equivalent or 1.0 SFE. Detached or attached houses, zero-lot line houses and townhomes are included in this category.

Properties with more than one residential unit are designated as multi-family residential properties. These properties benefit from the improvements in proportion to the number of dwelling units that occupy each property. The relative benefit for multi-family properties with two units receives twice the benefit of a single family home, and would receive 2 Single family equivalents (2 SFE). Likewise, each condominium unit receives 1.00 SFE and each mobile home receives 1.00 SFE. Single-family residences and mobile homes on parcels greater than one acre receive greater benefit from the services than do such properties on parcels equal to or less than one acre. Therefore, the benefits are deemed to be 1.00 SFE for the first acre and 0.10 SFE per each additional acre over 1 acre.

The single-family equivalency factor of 1.00 per dwelling unit for multifamily residential properties applies to such properties with 5 or fewer units. Moreover, the Engineer's experience with property owners of larger multifamily units has consistently found these owners place a lower level of benefit per dwelling unit to their property from the services relative to owners of single-family residences. Therefore, the benefits for multi-family properties are deemed to reach a maximum benefit of 5.0 SFE.

Commercial/Industrial Properties

SFE values for commercial and industrial land uses are based on the equivalence of special benefit on a land area basis between single family residential property and the average commercial/industrial property. The SFE values for various commercial and industrial land uses are further defined by using average employee densities because the special benefit factors described previously are also related to the average number of people who work at commercial/industrial properties.

In order to determine employee density factors, the findings from the San Diego Association of Governments Traffic Generators Study (the "SANDAG Study") are used because these findings were approved by the State Legislature as being a good representation of the average number of employees per acre of land area for commercial and industrial properties. As determined by the SANDAG Study, the average number of employees per acre for commercial and industrial property is 24.

In comparison, the average number of people residing in a single-family home in the area is 2.53. Since the average lot size for a single-family home in the Assessment district is approximately 0.50 acres, the average number of residents per acre of residential property is 5.06.

The employee density per acre is generally 4.70 times the population density of single-family residential property per acre (24 employees per acre / 5.06 residents per acre). Therefore, the average employee density can be used as the basis for allocating benefit to commercial or industrial property since a commercial/industrial property with 4.7 employees receives generally similar special benefit to a residential property with 1 resident. This factor of equivalence of benefit between 1 resident to 4.7 employees is the basis for allocating commercial/industrial benefit. Figure 2 shows the average employees per acre of land area or portion thereof for commercial and industrial properties and lists the relative SFE factors per half acre for properties in each land use category.

Commercial and industrial properties in excess of 5 acres generally involve uses that are more land intensive relative to building areas and number of employees (lower coverage ratios). As a result, the benefit factors for commercial and industrial property land area in excess of 5 acres is determined to be the SFE rate per half acre for the first 5 acres and the relevant SFE rate per each additional acre over 5 acres.

Institutional properties that are used for residential, commercial or industrial purposes are also assessed at the appropriate residential, commercial or industrial rate.

Figure 2 – Commercial/Industrial Density and Assessment Factors

Type of Commercial/Industrial Land Use	Average Employees Per Acre ¹	SFE Units per 1/2 Acre ²
Commercial	24	1.00
Office	68	2.83
Shopping Center	24	1.00
Industrial	24	1.00
Self Storage or Parking Lot	1	0.04

¹ Source: San Diego Association of Governments Traffic Generators Study.

² The SFE factors for commercial and industrial parcels are applied by the half acre of land area or portion thereof. Therefore, the minimum assessment for any assessable parcel in these categories is the SFE Units listed herein.

Vacant Properties

The benefit to vacant properties is determined to be proportional to the corresponding benefits for similar type developed properties; however, at a lower rate due to the minimal improvements that can be damaged by fire on vacant properties. Using Assessor data, the average value of improvements on developed properties is approximately 70% of the total value, with land value comprising the remaining 30%. Since land has intrinsic value or utility that is unaffected by fire, it is estimated that a fire could reduce land value or utility by approximately 1/3rd. Therefore, the SFE factor for vacant parcels is deemed to be 0.10 SFE per acre (1 SFE * 30% * 33%).

Other Properties

Article XIID stipulates that publicly owned properties must be assessed unless there is clear and convincing evidence that those properties receive no special benefit from the assessment.

All properties that are specially benefited are assessed. Public right-of-way parcels, well, reservoir or other water rights parcels that cannot be developed into other improved uses, limited access open space parcels, wildland parcels, watershed parcels and common area parcels typically do not generate employees, residents, customers or guests. Moreover, many of these parcels have limited economic value and, therefore, do not benefit from specific enhancement of property value. Such parcels are, therefore, not specially benefited and are not assessed.

Other publicly owned property that is used for purposes similar to private residential, commercial, industrial or institutional uses is benefited and assessed at the same rate as such privately owned property.

Appeals and Interpretation

Any property owner who feels that the assessment levied on the subject property is in error as a result of incorrect information being used to apply the foregoing method of assessment, may file a written appeal with the Twain Harte Community Services District or her or his designee. Any such appeal is limited to correction of an assessment during the then-current fiscal year or, if before July 1, the upcoming fiscal year. Upon the filing of any such appeal, the District or his or her designee will promptly review the appeal and any information provided by the property owner. If the District or her or his designee finds that the assessment should be modified, the appropriate changes shall be made to the assessment roll. If any such changes are approved after the assessment roll has been filed with the County for collection, the District or his or her designee is authorized to refund to the property owner the amount of any approved reduction. Any dispute over the decision of the District or her or his designee, shall be referred to the Board of Directors and the decision of the Board shall be final.

Assessment

WHEREAS, the Board of Directors of the Twain Harte Community Services District formed the Fire and Rescue Assessment District and is proceeding with the continuation of assessments under California Government Code sections 50078 et seq. (the “Code”) and Article XIID of the California Constitution (the “Article”);

WHEREAS, the undersigned Engineer of Work has prepared and filed a report presenting an estimate of costs, a diagram for the Assessment District and an assessment of the estimated costs of the Services upon all assessable parcels within the Assessment District;

NOW, THEREFORE, the undersigned, by virtue of the power vested in me under said Act and the order of the Board of the District, hereby makes the following assessment to cover the portion of the estimated cost of the improvements, and the costs and expenses incidental thereto to be paid by the Assessment District.

The amount to be paid for the improvements and the expense incidental thereto, to be paid by the Assessment District for the fiscal year 2023-24 is generally as follows:

Figure 3 – Summary of Cost Estimate

	FY 2023-24 Budget
Fire and Rescue Expenses	\$1,181,535
Administrative Cost Allocation	\$140,723
Capital Expenses/Outlay	\$380,000
Incidental Expenses	\$4,280
TOTAL BUDGET	\$1,706,538
Less: District Contribution	(\$1,469,111)
Transfer To/(From) Reserve	(\$70,616)
NET AMOUNT TO ASSESSMENTS	\$166,811

As required by the Article, an Assessment Diagram is hereto attached and made a part hereof showing the exterior boundaries of the Assessment district. The distinctive number of each parcel or lot of land in the Assessment district is its Assessor Parcel Number appearing on the Assessment Roll.

I do hereby assess and apportion the net amount of the cost and expenses of the improvements, including the costs and expenses incident thereto, upon the parcels and lots of land within the Assessment district, in accordance with the special benefits to be received by each parcel or lot, from the improvements, and more particularly set forth in the Cost Estimate and Method of Assessment hereto attached and by reference made a part hereof.

The assessment is subject to an annual adjustment tied to the Consumer Price Index-U for the San Francisco Bay Area as of December of each succeeding year (the "CPI"), with a maximum annual adjustment not to exceed 3%. Any change in the CPI in excess of 3% shall be cumulatively reserved as the "Unused CPI" and shall be used to increase the maximum authorized assessment rate in years in which the CPI is less than 3%. The maximum authorized assessment rate is equal to the maximum assessment rate in the first fiscal year the assessment was levied adjusted annually by the minimum of 1) 3% or 2) the change in the CPI plus any Unused CPI as described above.

The change in the CPI from December 2021 to December 2022 was 4.88% and the Unused CPI carried forward from the previous fiscal year is 1.83%. Therefore, the maximum authorized assessment rate for fiscal year 2023-24 is increased by 3% which equates to \$98.88 per single family equivalent benefit unit. The estimate of cost and budget in this Engineer's Report proposes assessments for fiscal year 2023-24 at the rate of \$98.88, which is equal to the maximum authorized assessment rate.

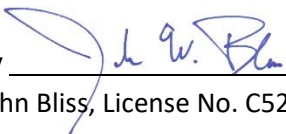
Since property owners in the Assessment District, in an assessment ballot proceeding, approved the initial fiscal year benefit assessment for special benefits to their property including the CPI adjustment schedule, the assessment may continue to be levied annually and may be adjusted by up to the maximum annual CPI adjustment without any additional assessment ballot proceeding. In the event that in future years the assessments are levied at a rate less than the maximum authorized assessment rate, the assessment rate in a subsequent year may be increased up to the maximum authorized assessment rate without any additional assessment ballot proceeding.

Each parcel or lot of land is described in the Assessment Roll by reference to its parcel number as shown on the Assessor's Maps of the County of Tuolumne for the fiscal year 2023-24. For a more particular description of the property, reference is hereby made to the deeds and maps on file and of record in the County Recorder's office.

I hereby place opposite the Assessor Parcel Number for each parcel or lot within the Assessment Roll, the amount of the assessment for the fiscal year 2023-24 for each parcel or lot of land within the Assessment District.

Dated: May 10, 2023

Engineer of Work

By 
John Bliss, License No. C52091



Assessment Diagram

The Assessment District includes all properties within the boundaries of Twain Harte Community Services District. The boundaries of the Assessment District are displayed on the following Assessment Diagram. The lines and dimensions of each lot or parcel within the Assessment District are those lines and dimensions as shown on the maps of the Assessor of the County of Tuolumne, for fiscal year 2023-24, and are incorporated herein by reference, and made a part of this Diagram and this Report.

FILED IN THE OFFICE OF THE SECRETARY OF THE BOARD OF THE TWAIN HARTE COMMUNITY SERVICES DISTRICT, COUNTY OF TUOLUMNE, CALIFORNIA, THIS _____ DAY OF _____, 2023.

SECRETARY OF THE BOARD _____

RECORDED IN THE OFFICE OF THE SECRETARY OF THE BOARD OF THE TWAIN HARTE COMMUNITY SERVICES DISTRICT, COUNTY OF TUOLUMNE, CALIFORNIA, THIS _____ DAY OF _____, 2023.

SECRETARY OF THE BOARD _____

AN ASSESSMENT WAS CONFIRMED AND LEVIED BY THE BOARD OF THE TWAIN HARTE COMMUNITY SERVICES DISTRICT ON THE LOTS, PIECES AND PARCELS OF LAND ON THIS ASSESSMENT DIAGRAM ON THE _____ DAY OF _____, 2023 FOR THE FISCAL YEAR 2023-24 AND SAID ASSESSMENT DIAGRAM AND THE ASSESSMENT ROLL FOR SAID FISCAL YEAR WERE FILED IN THE OFFICE OF THE COUNTY AUDITOR OF THE COUNTY OF TUOLUMNE ON THE _____ DAY OF _____, 2023. REFERENCE IS HEREBY MADE TO SAID RECORDED ASSESSMENT ROLL FOR THE EXACT AMOUNT OF EACH ASSESSMENT LEVIED AGAINST EACH PARCEL OF LAND.

SECRETARY OF THE BOARD _____

FILED THIS _____ DAY OF _____ OCLOCK _____ M. IN THE COUNTY AUDITOR OF THE COUNTY OF TUOLUMNE, STATE OF CALIFORNIA, AT THE REQUEST OF THE BOARD OF DIRECTORS OF THE TWAIN HARTE COMMUNITY SERVICES DISTRICT.

COUNTY AUDITOR, COUNTY OF TUOLUMNE _____

Note:
REFERENCE IS HEREBY MADE TO THE MAPS AND DEEDS OF RECORD IN THE OFFICE OF THE ASSESSOR OF THE COUNTY OF TUOLUMNE FOR A DETAILED DESCRIPTION OF THE LINES AND DIMENSIONS OF ANY PARCEL SHOWN HEREIN. THOSE MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH PARCELS. EACH PARCEL IS IDENTIFIED IN SAID MAPS BY ITS DISTINCTIVE ASSESSOR'S PARCEL NUMBER.

**TWAIN HARTE COMMUNITY SERVICES DISTRICT
FIRE AND RESCUE ASSESSMENT DISTRICT
ASSESSMENT DIAGRAM**

Legend

- Fire Station
- Golf course
- Twain Harte Boundary

SCI Consulting Group
4745 Mangels Blvd
Fairfield, CA 94534

Assessment Roll

An Assessment Roll (a listing of all parcels assessed within the Assessment district and the amount of the assessment) will be filed with the Secretary of the Board and is, by reference, made part of this report and is available for public inspection during normal office hours.

Each lot or parcel listed on the Assessment Roll is shown and illustrated on the latest County Assessor records and these records are, by reference made part of this report. These records shall govern for all details concerning the description of the lots or parcels.

ⁱ Insurance Services Offices Inc.

<http://www.rockwall.com/FireDepartment/Insurance%20Services%20Office%20Rating%20Information.pdf>

ⁱⁱ Institute for Business & Home Safety, "Protect Your Home Against Wildfire Damage,"

<http://www.ibhs.org/publications/view.asp?id=125>

ⁱⁱⁱ U.S. Fire Administration, Department of Homeland Security, "America Burning, Recommissioned: Principal Findings and Recommendations," p.1,

<http://www.usfa.fema.gov/downloads/pdf/abr-rep.PDF>

^{iv} U.S. Fire Administration, Department of Homeland Security, "America Burning, Recommissioned: Principal Findings and Recommendations," p.2,

<http://www.usfa.fema.gov/downloads/pdf/abr-rep.PDF>

^v Insurance Services Offices Inc., p. 1,

<http://www.rockwall.com/FireDepartment/Insurance%20Services%20Office%20Rating%20Information.pdf>

^{vi} Weldon, Leslie A. C., "Dealing with Public Concerns in Restoring Fire to the Forest," General Technical Report INT-GTR-341 The Use of Fire in Forest Restoration, U.S. Forest Service, June 1996, p. 3

^{vii} U.S. Forest Service, Department of Agriculture, "Social Science to Improve Fuels Management: A Synthesis of Research on Aesthetics and Fuels Management," p. 1,

http://ncrs.fs.fed.us/pubs/gtr/gtr_nc261.pdf

^{viii} Insurance Services Offices Inc., p. 1,

<http://www.rockwall.com/FireDepartment/Insurance%20Services%20Office%20Rating%20Information.pdf>



Board Meeting Agenda Item Summary

May 10, 2023

ITEM #:	05E	ITEM TYPE:	<input type="checkbox"/> Discussion <input type="checkbox"/> Action <input checked="" type="checkbox"/> Both
SUBJECT:	Discussion/action to adopt Resolution #23-11 - Intention to Continue Assessments for Fiscal Year 2023-24, Approval of Preliminary Engineer's Report and Notice of Hearing for the Fire Protection and Emergency Response Services Assessment District.		
RELATION TO STRATEGIC PLAN:	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Advances Goal/Objective #'s: _____		

RECOMMENDED ACTION:

Adopt Resolution #23-11 – Intention to Continue Assessments for Fiscal Year 2023-24, Approval of Preliminary Engineer's Report and Notice of Hearing for the Fire Protection and Emergency Response Services Assessment District.

SUMMARY:

In 2011, the District's limited Fire Fund revenue was insufficient to provide adequate fire and emergency services due to increased operational expenses and failing equipment. As a result, the District proposed the establishment of its Fire Protection and Emergency Response Services Assessment District special benefit assessment (Fire Protection Assessment). The Fire Protection Assessment was approved by a majority vote of property owners and was levied by the District's Board of Directors on July 14, 2011, via Resolution #11-18. The voter-approved Fire Protection Assessment does not sunset and allows a maximum 4% annual adjustment based on the January Consumer Price Index (CPI) for the San Francisco Bay Area. The annual CPI adjustment is not automatic and is subject to the approval of the Board.

Since 20011, the Fire Protection Assessment has continued to provide annual Revenue to the Fire Fund to improve fire protection and emergency response services by helping to fund the cost of a full-time engine company.

A Fire Protection Assessment Engineer's report is prepared each year to evaluate the Fire Fund's budget requirements, the annual CPI adjustment, the maximum authorized assessment rate, and any changes to parcels within the assessment area. The Preliminary Engineer's Report this year recommends that Fire Protection Assessment Rates be increased by 4% based on January's CPI value of 4.88%.

Based on the Fire Fund's projected revenue needs for the coming year, staff recommends that the Board hold a public hearing to consider continuing the Fire Assessment with a e% CPI adjustment.

FINANCIAL IMPACT:

With a 4% CPI adjustment, the Fire Protection Assessment is projected to generate \$375,492 revenue for the Fire Protection Fund in Fiscal Year 2023-24.

ATTACHMENTS:

- Resolution #23-11 – Intention to Continue Assessments for Fiscal Year 2023-24, Approval of Preliminary Engineer's Report and Notice of Hearing for the Fire Protection and Emergency Response Services Assessment District.

**TWAIN HARTE COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 23-11**

**INTENTION TO CONTINUE ASSESSMENTS FOR FISCAL YEAR 2023-24,
APPROVAL OF PRELIMINARY ENGINEER'S REPORT AND NOTICE OF HEARING
FOR THE FIRE PROTECTION AND EMERGENCY RESPONSE SERVICES
ASSESSMENT DISTRICT**

WHEREAS, on July 14, 2011, by its Resolution No. 11-18, after receiving a weighted majority of 54.85% of ballots in support of the proposed assessment, this Board ordered the formation of and levied the first assessment of the Twain Harte Community Services District Fire Protection and Emergency Response Assessment District within the Twain Harte Community Services District (the "District") pursuant to the provisions of Article XIID of the California Constitution, and Government Code Sections 50078 et. Seq.; and

WHEREAS, the first Engineer's Report for Fiscal Year 2011-12 described how the assessment district would be established, determined the uses of the assessment funds, established the methodology by which the assessments would be applied to properties in the District, established that the assessment is subject to an annual adjustment tied to the annual change in the Consumer Price Index for the San Francisco Bay Area, and stated that the assessment would continue year-to-year until terminated by the District Board of Directors; and

WHEREAS, although the methodology by which the assessments are applied to properties in the District does not change from year to year, a new Engineer's Report is prepared each year in order to establish the CPI adjustment for that year; the new maximum authorized assessment rate for that year; the budget for that year; and the amount to be charged to each parcel in the District that year, subject to that year's assessment rate and any changes in the attributes of the properties in the District, including but not limited to use changes, parcel subdivisions, and/or parcel consolidations; and

WHEREAS, SCI Consulting Group has filed with secretary of the Board of Directors of the Twain Harte Community Services District, a Preliminary Engineer's Report which contains: (a) a calculation of the portion of the services to be provided by the Assessment District that constitute a special benefit to the parcels in the District; (b) a methodology for assigning fire suppression, fire protection, fire prevention, emergency response and emergency services, basic hazardous materials response, and other services relating to the protection of lives and property ("Fire Services") to individual parcels; (c) a listing of each lot or parcel of property that would be subject to the Fire Services assessment including public parcels; (d) the amount of the proposed assessment for each lot or parcel for the 2023-24 fiscal year; and (e) an assessment diagram depicting the boundary of the Assessment District.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Twain Harte Community Services District, County of Tuolumne, State of California, that:

1. the Preliminary Engineer's Report is hereby received and filed; and
2. SCI Consulting Group, the Engineer of Work, has prepared an engineer's report in accordance with Article XIID of the California Constitution. The Report has been

made, filed with the secretary of the board and duly considered by the Board and is hereby deemed sufficient and preliminarily approved. The Report shall stand as the Engineer's Report for all subsequent proceedings under and pursuant to the foregoing resolution.

3. It is the intention of this Board to continue and to collect assessments for the Fire Protection and Emergency Response Services Assessment for the fiscal year 2023-24. Within the Assessment District, the proposed services and equipment to be funded by the assessments ("Services") are generally described as including, but not limited to, the following: obtaining, furnishing, operating, and maintaining fire suppression, protection, and emergency services equipment and apparatus; payment of salaries, benefits and other compensation to fire fighting and fire prevention personnel; training and administration of volunteer personnel performing fire suppression, protection, and emergency services; hazardous material response; disaster preparedness; community fire prevention education and fire inspection.
4. The Assessments include a provision for an annual increase equal to the change in the San Francisco Bay Area Consumer Price Index ("CPI"), not to exceed 4% (four percent) per year without a further vote or balloting process. In the event that the annual change in the CPI exceeds 4.00%, any percentage change in excess of 4.00% can be cumulatively reserved and can be added to the annual change in the CPI for years in which the CPI change is less than 4.00%. The annual Bay Area CPI change as of December 2022 was 4.88% and the Unused CPI carried forward from the previous fiscal year is 0.24%. Therefore, the maximum authorized increase that may be levied in the fiscal year 2023-24 is 4.00%.
5. The estimated fiscal year 2023-24 cost of providing the Services is \$375,492. This cost results in a proposed assessment rate of TWO HUNDRED FIFTEEN AND EIGHTY CENTS (\$215.80) per single-family equivalent benefit unit for the fiscal year 2023-24. Therefore, the assessment rate proposed to be continued for Fiscal Year 2023-24 is \$215.80 which is the same as the maximum authorized rate. The maximum authorized assessment rate for Fiscal Year 2023-24 is \$215.80 per single-family equivalent benefit unit.
6. Notice is hereby given that on June 14, 2023, at 9:00 a.m. or as soon after as practical, at the Twain Harte Community Services District offices located at 22912 Vantage Pointe Drive, Twain Harte, California, 95383, the Board will hold a public hearing to consider the ordering of the continuation of the assessments for the fiscal year 2023-24.
7. The secretary of the board shall cause a notice of the hearing to be given by publishing a notice, at least ten (10) days prior to the date of the hearing above specified, in a newspaper circulated in the District.

PASSED AND ADOPTED by the Governing Board of the Twain Harte Community Services District this 10th day of May 2023 by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Eileen Mannix, Board President

Kimberly Silva, Board Secretary

FY 2023-24

ENGINEER'S REPORT

Twain Harte Community Services District Fire Protection and Emergency Response Services Assessment

May 2023
Final Report

Engineer of Work:



4745 Mangels Boulevard
Fairfield, California 94534
707.430.4300
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Twain Harte Community Services District

Board of Directors

Eileen Mannix, President
Charlotte Bohlman, Vice President
Gary Sipperley, Director
Kathryn deGroot, Director
Richard Knudson, Director

General Manager

Tom Trott

Fire Chief

Neil Gamez

Secretary of the Board

Kim Silva

Assessment Engineer

SCI Consulting Group

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Introduction

The Twain Harte Community Services District (the "District") was formed in 1996 after the dissolution of the Tuolumne County Water District #1. The District maintains and operates one fire station, and currently has four full time employees and 17 volunteers. In addition to providing fire suppression and prevention, emergency response and emergency services, the District also provides basic hazardous materials response, and other services relating to the protection of lives and property.

The District is located in the rural foothills of Tuolumne County along Highway 108, and its service area encompasses approximately 3.6 square miles. The District includes the town of Twain Harte.

The District is governed by a five member Board of Directors that are elected by the general population within the District boundaries and serve four-year terms.

This Engineer's Report (the "Report") was prepared to:

- Describe the fire suppression, safety and emergency response services and equipment that would be funded by the assessments (the "Services")
- Establish a budget for the Services that would be funded by the proposed 2023-24 assessments
- Reiterate the benefits received from the Services by property within the Twain Harte Community Services District Fire Protection and Emergency Response Services Assessment (the "Assessment District") and
- Reiterate the method of assessment apportionment to lots and parcels within the Assessment District.

Real Property Assessment Under Proposition 218

In 1996, Proposition 218 limited local government's ability to impose real property assessments in two significant ways. An assessment can be imposed only for a "special benefit" conferred on real property (art. XIII D, § 2, subd. (b)), and the assessment on any parcel must be in proportion to the special benefit conferred on the particular parcel. (Art. XIII D, § 4, subd. (a)) (*Silicon Valley Taxpayers Association, Inc. v. Santa Clara County Open Space Authority* (2008) 44 Cal.4th 431, 437.)

The special benefit and proportionality requirements are perhaps best understood as being interrelated, not separate, requirements. The proportionality requirement ensures that the *aggregate* assessment imposed on *all* parcels is distributed *among* all assessed parcels *in proportion* to the special benefits conferred on *each parcel*. (See *Town of Tiburon v. Bonander* (2009) 180 Cal.App.4th 1057, 1080–1085, 103 Cal.Rptr.3d 485 (*Tiburon*) [varying amounts assessed on district parcels for the costs of undergrounding utility lines violated the proportionality requirement because the amounts individually assessed were not based on the special benefits the undergrounding project would confer on each assessed parcel].) The special benefit requirement is thus part and parcel of the proportionality requirement. It is useful, however, to separately discuss special benefits in order to ascertain whether the public improvement or property related service underlying the assessment confers *any* special benefits on district parcels in the first place. (*Silicon Valley, supra*, 44 Cal.4th at pp. 450–456, 79 Cal.Rptr.3d 312, 187 P.3d 37 [discussing whether assessment to fund acquisition and maintenance of open space in County of Santa Clara conferred any special benefits on assessed properties].) (*Beutz v. County of Riverside* (2010) 184 Cal.App.4th 1516, 1522, 1523.)

Special Benefits

The services provide both general benefits to the community and special benefits to particular properties, and the agency imposed an assessment based only on the special benefits. It separated the general benefits from the special benefits and secured other funding for the general benefits. (Art. XIID, § 4, subd. (a). (*Silicon Valley Taxpayers v. Santa Clara County Open Space Authority, supra*, 44 Cal.4th 431, 450.))

The assessment district was narrowly drawn; the fact that a benefit was conferred throughout the district did not make it general rather than special. The characterization of a benefit depended on whether the parcel received a direct advantage from the improvement (e.g., proximity to a park) or received an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g., general enhancement of the district's property values). (*Silicon Valley Taxpayers v. Santa Clara County Open Space Authority, supra*, 44 Cal.4th 431, 452, fn. 8.)

The purpose of an assessment was to require the properties which received a special benefit from a “public improvement” “to pay the cost of that improvement,” and not to fund an agency's ongoing budget. (*Silicon Valley Taxpayers v. Santa Clara County Open Space Authority, supra*, 44 Cal.4th 431, 457.)

A project confers a special benefit when the affected property receives a “direct advantage” from the improvement funded by the assessment. (*Silicon Valley, supra*, 44 Cal.4th at p. 452, fn. 8, 79 Cal.Rptr.3d 312, 187 P.3d 37.) By contrast, general benefits are “derivative and indirect.” (*Id.* at p. 453, 79 Cal.Rptr.3d 312, 187 P.3d 37.) The key is whether the asserted special benefits can be tied to particular parcels based on proximity or other relevant factors that reflect a direct advantage enjoyed by the parcel. (*Id.* at pp. 455–456, 79 Cal.Rptr.3d 312, 187 P.3d 37.) (*Tiburon v. Bonander* (2010) 180 Cal.App.4th 1057, 1077.)

The mere fact that a project or service has the effect of enhancing property values in a community does not necessarily mean those properties enjoy a special benefit. On the other hand, the prohibition against basing assessments on *general* property value enhancements does not mean any benefit that enhances property values is a general benefit. Nearly every assessment that confers a particular and distinct advantage on a specific parcel will also enhance the overall value of that property in some respect. Such an effect does not transform a special benefit into a general benefit. An increase in property value attributable to a project that provides a direct advantage to a particular property—instead of an indirect or derivative benefit—is a specific rather than a general enhancement in property value. Here, any enhancement in property values arises from specific benefits conferred on parcels in the Supplemental District. (*Tiburon v. Bonander, supra*, 180 Cal.App.4th 1057, 1079.)

When determining whether benefits are general or special, we must be mindful of the rationale for making the distinction. The purpose of limiting assessments to special benefits conferred on particular properties is to avoid having property owners in an assessment district pay for general benefits enjoyed by the public at large. Conversely, if a project confers particular and distinct benefits upon specific properties in an assessment district, it would be unfair to have taxpayers outside the assessment district pay for those benefits that specifically benefit only property owners within the district. (*Tiburon v. Bonander, supra*, 180 Cal.App.4th 1057, pp.1079-1080.)

Furthermore, the mere fact that properties throughout the District share the same special benefit does not render that benefit “general” and therefore an improper subject of an assessment. Section 2, subdivision (i) of article XIII D of the California Constitution specifies that a special benefit is a “particular and distinct benefit over and above general benefits conferred on real property located in the district....” As the court in *Silicon Valley* observed, in a properly drawn district—“limited to only parcels receiving special benefits from the improvement—every parcel within that district receives a shared special benefit.” (*Silicon Valley, supra*, 44 Cal.4th at p. 452, fn. 8, 79 Cal.Rptr.3d 312, 187 P.3d 37.) One might be tempted to characterize these shared special benefits as “general” because they are not “particular and distinct” or “over and above” the benefits conferred on other properties in the district. However, the Supreme Court stated it did not “believe that the voters intended to invalidate an assessment district that is narrowly drawn to include only properties directly benefitting from an improvement.” (*Ibid.*) As the court explained: “[I]f an assessment district is narrowly drawn, the fact that a benefit is conferred throughout the district does not make it general rather than special. In that circumstance, the characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g., proximity to a park) or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g., general enhancement of the district’s property values).” (*Ibid.*) (*Tiburón v. Bonander, supra*, 180 Cal.App.4th 1057,1080.)

Proportionality

“The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the... property-related service being provided.” (*Silicon Valley Taxpayers v. Santa Clara County Open Space Authority, supra*, 44 Cal.4th 431, 443.)

Under subdivision (a) of section 4 of article XIII D, of the California Constitution, the assessment imposed on a parcel shall not “exceed the reasonable cost of the proportional special benefit conferred on that parcel.” But article XIII D does not require that the assessment *be no less than* the reasonable cost of the proportional special benefit conferred on that parcel. That is, article XIII D leaves local governments free to impose assessments that are less than the proportional special benefit conferred—in effect, to allow discounts. Moreover, nothing in article XIII D precludes local governments from allowing discounts across the board for all parcels in the assessment district or from allowing them selectively, for certain parcels in the district but not for others. (*Dahms v. Downtown Pomona Property* (2009) 174, Cal.App.4th 708, 716.)

“[A public entity must] meet its burden under article XIII D, section 4, subdivision (f) to demonstrate that the amounts of the contested assessments are proportional to, and no greater than, the benefits conferred on the properties in question.” (*Tiburón v. Bonander, supra*, 180 Cal.App.4th 1057,1080.)

For the sake of clarity, it must be emphasized that an assessment is not measured by the precise amount of special benefits enjoyed by the assessed property. (*White v. County of San Diego* (1980) 26 Cal.3d 897, 905, 163 Cal.Rptr. 640, 608 P.2d 728.) Instead, an assessment reflects costs allocated according to relative benefit received. As a general matter, an assessment represents the entirety of the cost of the improvement or property-related service, less any amounts attributable to general benefits (which may not be assessed), allocated to individual properties in proportion to the relative special benefit conferred on the property. (*Ibid.*; Art. XIII D, § 4, subd. (a).) Proportional special benefit is the “ ‘equitable, nondiscriminatory basis’ ” upon which a project's assessable costs are spread among benefited properties. (*White v. County of San Diego, supra*, at p. 905, 163 Cal.Rptr. 640, 608 P.2d 728.) Thus, the “reasonable cost of the proportional special benefit,” which an assessment may not exceed, simply reflects an assessed property's proportionate share of total assessable costs as measured by relative special benefits. (See Art. XIII D, § 4, subd. (a).) (*Tiburon v. Bonander, supra*, 180 Cal.App.4th 1057, 1081.)

The costs of an improvement project must be considered as a whole. A public improvement such as a utility undergrounding project is either undertaken in an entire district or not at all. In the hypothetical involving certain properties with higher construction costs, the neighboring properties enjoy the benefits of the undergrounding project *only* because the project was pursued in the entire assessment district, which necessarily includes the properties with higher construction costs. It is for this reason that the individual assessments for benefited properties must be apportioned in relation to the *entirety* of the project's assessable costs, as article XIII D requires. (Art. XIII D, § 4, subd. (a).) To reiterate, proportionate special benefit is the basis upon which a project's total assessable costs are apportioned among parcels within an assessment district. This method ensures that each property owner pays an equitable share of the overall assessable cost as measured by the relative special benefit conferred on the property. (*Tiburon v. Bonander, supra*, 180 Cal.App.4th 1057, 1083-1084.)

The court in *Dahms* stated that the formula for determining special benefit turned upon lot size and street frontage because some properties received “more special benefit than others.” (*Dahms v. Downtown Pomona Property* (2009) 174 Cal.App.4th 708, 720, 96 Cal.Rptr.3d 10.) Specifically rejecting an argument that the apportionment formula should have been based on the total length of streets bordering all sides of a business instead of the business's front street footage, the court explained that “[i]t makes sense to use front footage rather than total street length to determine the *proportional special benefit* that a parcel will derive from the services of the [business district] (e.g., increased security, litter removal, and graffiti removal). For example, a clean and safe front entrance to a commercial parcel is more likely to constitute a *special benefit* to that parcel than a clean and safe side or rear, where there may or may not be any entrance at all. At the same time, the City's formula also takes into account other measures (namely, building size and lot size) of each parcel's size and consequent *proportional special benefit*, and those other measures should compensate for any disproportionality that might have resulted from exclusive reliance on front footage.” (*Id.* at p. 721, 96 Cal.Rptr.3d 10, italics added.) The apportionment formula in *Dahms* turned on special benefits and not upon costs. (*Tiburón v. Bonander, supra*, 180 Cal.App.4th 1057, 1085.)

On September 22, 2011, the San Diego Court of Appeal issued a decision on the Golden Hill Neighborhood Association v. City of San Diego appeal. This decision overturned an assessment for street and landscaping maintenance in the Greater Golden Hill neighborhood of San Diego, California. The court described two primary reasons for its decision. First, like in *Beutz*, the court found the general benefits associated with services were not explicitly calculated, quantified and separated from the special benefits. Second, the court found that the City had failed to record the basis for the assessment on its own parcels.

Compliance with Current Law

This assessment outlined in this Engineer’s Report is consistent current law because of the following elements of its design:

- The Assessment District (“District”) is narrowly drawn.
- Each parcel in the District receives a direct advantage from the improvement.
- The amount of the assessments has been calculated by and set at the amount of benefit to be received by each parcel.
- The special benefit derived by each identified parcel has been set as a proportional share of the entirety of the service being provided.
- General benefits (e.g., common roadways and indirect, derivative benefits to properties adjacent to but outside the District) have been segregated from special benefits to the parcels within the District, and specified other funding will be utilized for the general benefits.

Baseline Level of Service

The District has been faced with difficulties in delivering its fire and emergency services primarily due to declining revenues and increasing operational expenses. In response to its decreased revenues, the District took several steps to decrease expenses, including keeping firefighters' salaries below average and using part-time staff whenever possible. In addition, the District had not replaced old equipment and vehicles that were in need of repair, and deferred some facility maintenance.

Even after taking these steps to reduce costs, expenses were still projected to exceed revenues. Therefore, the District projected that it would need to make additional cuts to its firefighting capabilities to bring its operational costs in line with revenues. The additional cuts that would be necessary, absent a new revenue source, were eliminating one full-time professional firefighter position starting in fiscal year 2011-12, and a second one in fiscal year 2012-13. This reduced level of service after these cuts, would be the level of service the District would be able to provide in future years, absent approval of the new assessment. In this Report, this reduced level of service, absent the new assessment, was defined as the "Baseline" level of Service.

Assessment Process

In Fiscal Year 2010-11, the Twain Harte Community Service District Board of Directors (the "Board") by Resolution No. 11-09 passed on April 14, 2011, called for an assessment ballot proceeding and public hearing on the proposed establishment of a fire protection and emergency services assessment district. The new assessment was proposed in order to fund the cost of the engine company and thereby improve Services for property in the Assessment District. The Report was prepared to quantify a new benefit assessment that would provide funding for Services within the Assessment District.

On April 14, 2011, the Board approved Resolution No. 11-09, and a notice of assessment and assessment ballot was mailed to property owners within the proposed Assessment District boundaries. Such notice included a description of the Services to be funded by the proposed assessments, a proposed assessment amount for each parcel owned, and an explanation of the method of voting on the assessments. Each notice also included a postage prepaid ballot on which the property owner could mark his or her approval or disapproval of the proposed assessments as well as affix his or her signature.

After the ballots were mailed to property owners in the Assessment District, the required minimum 45 day time period was provided for the return of the assessment ballots. Following this 45 day time period, a public hearing was held on July 14, 2011 for the purpose of allowing public testimony regarding the proposed assessments. At the public hearing, the public had the opportunity to speak on the issue.

It was determined that the assessment ballots submitted in opposition to the proposed assessments did not exceed the assessment ballots submitted in favor of the assessments (weighted by the proportional financial obligation of the property for which ballots were submitted). Of the ballots received, 54.85% were in support of the proposed assessments.

As a result, Board gained the authority to approve the levy of the assessments for fiscal year 2011-12 and to continue to levy them in future years. The Board took action, by Resolution No. 11-18 passed on July 14, 2011, to approve the first year levy of the assessments for fiscal year 2011-12.

The authority granted by the ballot proceeding was for a maximum assessment rate of \$150.00 per single family home, increased each subsequent year by the San Francisco Bay Area Consumer Price Index (CPI) not to exceed 4% per year. In the event that the annual change in the CPI exceeds 4%, any percentage change in excess of 4% can be cumulatively reserved and can be added to the annual change in the CPI for years in which the CPI change is less than 4%.

In each subsequent year for which the assessments will be continued, the Board must preliminarily approve at a public meeting a budget for the upcoming fiscal year's costs and services, an updated annual Engineer's Report, and an updated assessment roll listing all parcels and their proposed assessments for the upcoming fiscal year. A new Engineer's Report is prepared each year in order to establish the CPI adjustment for that year; the new maximum authorized assessment rate for that year; the budget for that year; and the amount to be charged to each parcel in the District that year, subject to that year's assessment rate and any changes in the attributes of the properties in the District, including but not limited to use changes, parcel subdivisions, and/or parcel consolidations. At this meeting, the Board will also call for the publication in a local newspaper of a legal notice of the intent to continue the assessments for the next fiscal year and set the date for the noticed public hearing. At the annual public hearing, members of the public can provide input to the Board prior to the Board's decision on continuing the services and assessments for the next fiscal year.

If the assessments are so confirmed and approved, the assessments will be submitted to the Tuolumne County Auditor/Controller for inclusion on the property tax roll for Fiscal Year 2023-24. The assessments will continue year-to-year until terminated by the District Board of Directors.

The fiscal year 2023-24 assessment budget includes outlays for supplies, firefighter salaries, and other fire suppression and protection programs. If the Board approves this Engineer's Report for fiscal year 2023-24 and the assessments by Resolution, a notice of assessment must be published in a local paper at least 10 days prior to the date of the public hearing. Following the minimum 10-day time period after publishing the notice, a public hearing will be held for the purpose of allowing public testimony about the proposed continuation of the assessments for fiscal year 2023-24.

The public hearing is currently scheduled for June 14, 2023. At this hearing, the Board would consider approval of a resolution confirming the assessments for fiscal year 2023-24. If so confirmed and approved, the assessments would be submitted to the Tuolumne County Auditor/Controller for inclusion on the property tax rolls for Fiscal Year 2023-24.

Description of Services

The Twain Harte Community Services District provides a range of fire suppression, protection, prevention, and educational services to its residents. The Services to be undertaken by the District and the cost thereof paid from the continued levy of the annual assessment will provide special benefit to Assessor Parcels within the Assessment District as defined in the Method of Assessment herein.

Following is a description of the Services that are provided for the direct benefit of property in the Assessment District. With the passage of this assessment, the fire protection and emergency medical services within the Assessment District were enhanced significantly above the Baseline level of service, and such Services are all over and above what otherwise would be provided. The formula below describes the relationship between the final level of services, the Baseline level of service if the assessment is not instituted, and the enhanced level of services funded by the assessment.

$$\text{Final Level of Improvements} = \text{Baseline Level of Improvements} + \text{Enhanced Level of Improvements}$$

In addition to the definitions provided by the Code, the Services to be funded by the Assessment District are generally described as follows: salaries and benefits of firefighting personnel, fire protection and emergency services equipment and apparatus; and direct costs, training and administration of volunteer firefighting personnel.

The Assessment District will also contribute to cover the general costs of administering the District, its facilities and operations, as well as the salaries and benefits of firefighting personnel who provide fire suppression, protection and emergency services to parcels, improvements or property in the Assessment District.

Cost and Budget

The following budget lists the expenditures to be funded by the Assessment District in Fiscal Year 2023-24.

Table 1 - Cost and Budget

Twain Harte Community Services District Improved Fire Protection and Emergency Response Assessment Estimate of Cost Fiscal Year 2022-23			<i>Total Budget</i>
Beginning Fund Balance			\$0
Fire and Emergency Response Services Expenditures			
Services Costs			\$1,181,535
Salaries and Employee Benefits	\$923,835		
Maintenance and Repairs	\$118,000		
Materials and Supplies	\$10,300		
Outside Services	\$23,500		
Utilities, Prop/Liab Ins, TUD, etc.	\$105,900		
Debt Service	\$0		
Administrative Cost			\$136,738
Capital Expenses/Outlay			\$380,000
Total Service, Administrative and Capital Expenditures			\$1,698,273
Additional Expenditures ¹			
Allowance for Uncollectable Assessments		\$3,985	
County Collection, Levy Administration, and Other Incidentals		\$4,280	
Total Additional Expenditures			\$8,265
Total Service, Administrative, Capital and Additional Expenditures			\$1,706,538
Total Benefit of Services and Related Expenses			\$1,706,538
SFE Units		1740.00	
Benefit received per Single Family Equivalent Unit			\$980.77
Less:			
District Contribution for General Benefits		(\$155,295)	
District Contribution toward Special Benefits		(\$1,105,135)	
Transfers to (from) reserves		(\$70,616)	
Total Revenue from Other Sources ²			(\$1,331,046)
Net Cost of Fire Suppression & Protection Costs			\$375,492
Total Fire Suppression & Protection Costs to Assessment			\$375,492
(Net Amount to be Assessed)			
Budget Allocation to Property			
	Total SFE Units ⁴	Assessment per SFE	Total Assessment
	1,740.00	\$215.80	\$375,492

Method of Apportionment

Method of Apportionment

This section includes an explanation of the special benefits to be derived from the Services, the criteria for the expenditure of assessment funds and the methodology used to apportion the total assessments to properties within the Assessment District.

The Assessment District area consists of all Assessor Parcels within the Twain Harte Community Services District, including all parcels within the Town of Twain Harte of Tuolumne County. The method used for apportioning the assessment is based upon the proportional special benefits from the Services to be received by the properties in the assessment area over and above general benefits conferred on real property not subject to assessment (such as public roads) or to the public at large. Special benefit is calculated for each parcel in the Assessment District using the following process:

1. Identification of all benefit factors derived from the Services
1. Calculation of the proportion of these benefits that are general
2. Determination of the relative special benefit within different areas within the Assessment District
3. Determination of the relative special benefit per property type
4. Calculation of the specific assessment for each individual parcel based upon special vs. general benefit; location, property type, property characteristics, improvements on property and other supporting attributes

Discussion of Benefit

California Government Code Section 50078 et. seq. allows agencies which provide fire suppression services, such as Twain Harte Community Services District of Tuolumne County to levy assessments for fire suppression services. Section 50078 states the following:

“Any local agency which provides fire suppression services directly or by contract with the state or a local agency may, by ordinance or by resolution adopted after notice and hearing, determine and levy an assessment for fire suppression services pursuant to this article.”

In addition, California Government Code Section 50078.1 defines the term “fire suppression” as follows:

"(c) "Fire suppression" includes firefighting and fire prevention, including, but not limited to, vegetation removal or management undertaken, in whole or in part, for the reduction of a fire hazard."

Therefore, the Services to be provided by the Assessment District fall within the scope of services that may be funded by assessments under the Code.

The assessments can only be levied based on the special benefit to property. This benefit is received by property over and above any general benefits. Moreover, such benefit is not based on any one property owner's specific use of the Services or a property owner's specific demographic status. With reference to the requirements for assessments, Section 50078.5 of the California Government Code states:

"(b) The benefit assessment shall be levied on a parcel, class of improvement to property, or use of property basis, or a combination thereof, within the boundaries of the local agency, zone, or area of benefit."

"The assessment may be levied against any parcel, improvement, or use of property to which such services may be made available whether or not the service is actually used."

Proposition 218, as codified in Article XIID of the California Constitution, has confirmed that assessments must be based on the special benefit to property:

"No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."

Since assessments are levied on the basis of special benefit, they are not a tax and are not governed by Article XIII A of the California Constitution.

The following section describes how and why the Services specially benefit properties. This benefit is particular and distinct from its effect on property in general or the public at large.

Benefit Factors

In order to allocate the assessments, the Engineer identified the types of special benefit arising from the Services that will be provided to property in the Assessment District. These benefit factors must confer a direct advantage to the assessed properties; otherwise they would be general benefit.

The following benefit categories have been established that represent the types of special benefit conferred to residential, commercial, industrial, institutional and other lots and parcels resulting from the improved fire protection and emergency response services that will be provided in the Assessment District. These types of special benefit, which clearly enhance the utility and desirability of property and make them more functional to use, are summarized as follows:

Protection of real property assets and occupants from fires, fire damage and property loss

The Assessments will fund improved fire protection and emergency response services, and thereby will reduce the risk of property damage associated with fires for property in the Assessment District. This is a direct and tangible special benefit to property in the Assessment District.

“Over 140,000 wildfires occurred on average each year, burning a total of almost 14.5 million acres. And since 1990, over 900 homes have been destroyed each year by wildfires.”^[i]

“Fire is the largest single cause of property loss in the United States. In the last decade, fires have caused direct losses of more than \$120 billion and countless billions more in related cost.”^[ii]

“The strategies and techniques to address fire risks in structures are known. When implemented, these means have proven effective in the reduction of losses.”^[iii]

“Statistical data on insurance losses bears out the relationship between excellent fire protection...and low fire losses.”^[iv]

Prompt response to fires and emergencies directly to any property in the Assessment District and direct delivery of fire and emergency services to any property in the Assessment District

The Enhanced Services funded by the Assessments will be directly provided for and received by property in the Assessment District. These Enhanced Services will result in an improved and more effective response to fires and other emergencies, thereby enhancing the protection of property and reducing the risk of property damage associated with fires. Such improved fire protection services are a tangible and direct advantage that will be received by properties in the Assessment District.

“A reasonably disaster-resistant America will not be achieved until there is greater acknowledgment of the importance of the fire service and a willingness at all levels of government to adequately fund the needs and responsibilities of the fire service.”^[v]

Protection of the use of property and use of improvements on property and protection of the life and safety of occupants of property

The Enhanced Services funded by the Assessments will allow the District to respond to fires and emergencies much more promptly and with more appropriate levels of firefighters and resources in comparison to the Baseline Level of Service. Prompter and more effective responses will better protect the use of property and the life and safety of occupants. This is another direct special benefit from the Assessments.

Enhanced access to properties in the Assessment District, and utility of such properties.

As noted, the Assessments will fund improved fire protection and emergency response services in the Assessment District. In addition to preventing damage to property from fires, the Assessments will also protect access to property, because fires can impede or prevent access to property. Furthermore, the Enhanced Services will enhance the utility of the properties in the Assessment District because safer properties are more functional, usable and desirable. These are additional direct benefits to property in the Assessment District that are not received by other properties or the public at large because the Enhanced Services will be provided for properties in the Assessment District.

Benefit Finding

In summary, real property located within the boundaries of the Assessment District distinctly and directly benefits from the availability and delivery as needed of the Enhanced Services to any property from fire damage; the increased safety of real property, protection of the use and utility of property; and enhanced access and utility of properties in the Assessment District. These are special benefits to property in much the same way that sewer and water facilities, sidewalks and paved streets enhance the utility and desirability of property and make them more functional to use, safer and easier to access for occupants.

General Versus Special Benefit

Article XIII C of the California Constitution requires any local agency proposing to increase or impose a benefit assessment to “separate the general benefits from the special benefits conferred on a parcel.” The rationale for separating special and general benefits is to ensure that property owners subject to the benefit assessment are not paying for general benefits. The assessment can fund special benefits but cannot fund general benefits. Accordingly, a separate estimate of the special and general benefit is given in this section.

In other words:

Total Benefit	=	General Benefit	+	Special Benefit
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There is no widely-accepted or statutory formula for general benefit. General benefits are benefits from improvements or services that are not special in nature, are not “particular and distinct” and are not “over and above” benefits received by other properties. The decision in *SVTA vs. SCCOSA* provides some clarification by indicating that general benefits provide “an indirect, derivative advantage” and are not necessarily proximate to the improvements.

In this report, the general benefit is conservatively estimated and described, and then budgeted so that it is funded by sources other than the assessment.

The starting point for evaluating general and special benefits is the 2011 baseline level of service, if the assessment is not approved by the community. The assessment will fund Services “over and above” this general, baseline level and the general benefits estimated in this section are over and above the baseline.

A formula to estimate the general benefit is listed below:

General Benefit	=	Benefit to real property outside of improvement district	+	Benefit to real property inside of improvement district	+	Benefit to public at large
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Special benefit, on the other hand, is defined in the State Constitution as “a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large.” The *SVTA v. SCCOSA* decision indicates that a special benefit is conferred to a property if it “receives a direct advantage from the improvement (e.g., proximity to a park).” In this assessment, as noted, the improved Services will be available when needed to all properties in the Assessment District, so the overwhelming proportion of the benefits conferred to property is special, and there are only minimal benefits that will be received by property outside the Assessment District or the public at large.

It should be noted that in the 2009 *Dahms* case, the court ruled that an assessment was properly considered to be an 100% special benefit because the services funded by the assessments were directly provided only to property in the assessment district. Similar to the assessments in Pomona that were approved in *Dahms*, the Assessments described in this Engineer’s Report fund fire suppression services directly provided only to property in the assessment area. Moreover, every property within the Assessment District will receive the Services if and when a fire occurs. Although the court in *Dahms* found a zero general benefit determination to be acceptable, this report calculates the general benefit more conservatively and then that general benefit is budgeted so that it is funded by sources other than the Assessment.

In the 2010 *Beutz* Case, the Appellate Court overturned an assessment for parks in Wildomar, California based upon to the lack of a specific quantification of the general benefit(s) in the Engineer's Report. As a part of this decision, the court indicated that "virtually all public improvement projects provide general benefits." At first review, this statement and decision seem to contradict the 2009 *Dahms* decision which upheld an assessment with a 100% special benefit finding. However, the *Beutz* decision concludes by clarifying that the specific facts of *Dahms* are fundamentally different from *Beutz* – and the two decisions do not contradict one another. Essentially, in assessment(s), like in the *Dahms* case (and the Assessment described in this Report), the improvements and services provided within each District are specifically provided to and intended for the assessed parcels only. (The Wildomar assessment in the *Beutz* case, on the other hand, supports improvements and services for area parks only, which arguably have an inherent use by, and benefit to, the general public.)

Proposition 218 twice uses the phrase "over and above" general benefits in describing special benefit. (Art. XIID, sections 2(i) & 4(f).) Arguably, all of the Services being funded by the assessment would be a special benefit because the Services would particularly and distinctly benefit the properties in the Assessment District over an only to properties in the Assessment District.

Nevertheless, some of the Services could benefit the public at large and properties outside the Assessment District. In this report, the general benefit is conservatively estimated and described, and then budgeted so that it is funded by sources other than the assessment.

Calculating General Benefit

This section provides a measure of the general benefits from the assessments.

Benefit to Property Outside the Assessment District

Properties within the Assessment District receive almost all of the special benefits from the Services because the Services will be provided solely in the Assessment District boundaries.¹ Properties proximate to, but outside of, the boundaries of the Assessment District receive some benefit from the Services due to some degree of indirectly reduced fire risk to their property. These parcels that are proximate to the boundaries of the Assessment District are estimated to receive less than 50% of the benefits relative to parcels within the Assessment District because they do not directly receive the improved fire protection resulting from the Services funded by the Assessments.

At the time the Assessment District was formed, the Assessment Engineer, using the Geographic Information System parcel map, counted the number of parcels proximate to the Assessment District boundary but outside the Assessment District, and thereby determined that there were approximately 130 of these “proximate” properties.

CRITERIA:

130 PARCELS OUTSIDE THE DISTRICT BUT PROXIMATE TO THE DISTRICT BOUNDARIES
 1,863 PARCELS IN THE ASSESSMENT DISTRICT
 50% RELATIVE BENEFIT COMPARED TO PROPERTY WITHIN THE ASSESSMENT DISTRICT

CALCULATION:

GENERAL BENEFIT TO PROPERTY OUTSIDE THE ASSESSMENT DISTRICT =
 $130 / (1,863 + 130) * .5 = 3.3\%$

Although it can reasonably be argued that properties protected inside, but near the Assessment District boundaries are offset by similar fire protection provided outside the District boundaries, we use the more conservative approach of finding that 3.3% of the Services may be of general benefit to property outside the Assessment District.

¹ It should be noted that the Services may, at times, be used outside the District boundaries. However, this use is part of a mutual aid agreement and would be offset by the provision of Services by other agencies within the Assessment District boundaries.

Benefit to Property *Inside* the District that is *Indirect and Derivative*

The “indirect and derivative” benefit to property within the Assessment District is particularly difficult to calculate. A solid argument can be presented that all benefit within the Assessment District is special, because the Services are clearly “over and above” and “particular and distinct” when compared with the baseline level of fire suppression and fire protection services had the Assessment District not passed.

In determining the Assessment District area, the District has been careful to limit it to an area of parcels that will directly receive the benefit of the improved Services. All parcels will directly benefit from the use of the improved Services throughout the Assessment District in order to maintain the same improved level of fire suppression and protection throughout the area. Fire protection and suppression will be provided as needed throughout the area. The shared special benefit - reduced severity and number of fires - will be received on an equivalent basis by all parcels in the Assessment District. Furthermore, all parcels in the Assessment District would directly benefit from the ability to request service from the District and to have a District firefighter promptly respond directly to the parcel and address the owner’s or resident’s service need.

The *SVTA vs. SCCOSA* decision indicates that the fact that a benefit is conferred throughout the Assessment District area does not make the benefit general rather than special, so long as the Assessment District is narrowly drawn and limited to the parcels directly receiving shared special benefits from the service. This concept is particularly applicable in situations involving a landowner-approved assessment-funded extension or improvement of a local government service to benefit lands. Therefore, other than the small general benefit to properties outside the Assessment District (discussed above) and to the public at large (discussed below), all of the benefits of the Services to the parcels within the Assessment District are special benefits.

Benefit to the Public At Large

Because the Services will be available to and provide for all of the property in the Assessment District, the *Dahms* decision provides a clear basis for a finding of zero general benefit conferred on the public at large. Nevertheless, to establish a more conservative measure, any general benefit to the public at large is quantified in the following paragraph:

The public at large uses the public highways, streets and sidewalks, and when traveling in and through the Assessment District and they may benefit from the services without contributing to the assessment. Although the protection of this critical infrastructure is certainly a benefit to all the property within the district, it is arguably “indirect and derivative”. A reasonable and appropriate measure of the general benefit to the public at large therefore is the amount of highway, street and sidewalk area within the Assessment District relative to the overall land area. An analysis of maps of the Assessment District shows that approximately 5.8% of the land area in the Assessment District is covered by highways, streets and sidewalks. This 5.8% therefore is a reasonable quantified measure of the general benefit to the public at large within the Assessment District.

Summary of General Benefits

Using a sum of the measures of general benefit for the public at large and land outside the Assessment Area, we find that approximately 9.1% of the benefits conferred by the Fire Protection and Emergency Response Assessment may be general in nature and should be funded by sources other than the assessment.

<p>GENERAL BENEFIT =</p> <p>3.3 % (OUTSIDE THE DISTRICT)</p> <p>+ 0.0 % (INSIDE THE DISTRICT - INDIRECT AND DERIVATIVE)</p> <p>+ 5.8 % (PUBLIC AT LARGE)</p> <p>= 9.1 % (TOTAL GENERAL BENEFIT)</p>
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Although this analysis supports the findings that 9.1% of the assessment may provide general benefits, this number is increased by the Assessment Engineer to 10% to conservatively ensure that no assessment revenue is used to support general benefit. This additional amount allocated to general benefit also covers general benefit to parcels in the Assessment Area if it is later determined that there is some general benefit conferred on those parcels.

The Assessment District’s budget for 2023-24 is \$1,706,538. The District will contribute approximately \$1,260,430 for fire suppression, fire protection and emergency response services and administrative services costs from revenue sources other than this Fire Protection and Emergency Response Services Assessment. This contribution constitutes significantly more than the 10% calculated above for general benefits, plus an additional 10% allocation for time used on non-fire related services as estimated by the Assessment Engineer.

Zones of Benefit

The assessment area is small and is readily served by a single fire station. The National Fire Protection Association (NFPA) has adopted a standard of response time equal to six minutes. All parcels in the Assessment District will be served within this NFPA response standard. Therefore, all properties will receive substantially the same level of benefit and this Assessment District has been drawn to include the entire area; no zones within the district have been designated.

In *SVTA v. SCCOSA*, the court noted that a local agency-wide assessment district is appropriate under the right conditions: “Thus, if an assessment district is narrowly drawn, the fact that a benefit is conferred throughout the district does not make it general rather than special. In that circumstance, the characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g., proximity to a park) or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g., general enhancement of the district's property values).” The court therefore acknowledged the appropriateness of a District-wide assessment so long as each parcel receives a direct advantage from the assessment-funded improvement or service.

As demonstrated in this engineer’s report, the assessments will fund improved fire suppression and protection services relatively uniformly throughout the Assessment District, and the Assessment District boundaries have been narrowly drawn to only include the parcels that directly receive the Services. It therefore is appropriate to provide a District-wide Assessment District without zones of benefit because all parcels of similar type and features benefit similarly and will receive a direct advantage from the Services.

Assessment Apportionment

In the process of determining the appropriate method of assessment, the Assessment Engineer considered various alternatives. For example, an assessment only for all residential improved property was considered but was determined to be inappropriate because vacant, commercial, industrial and other properties also receive special benefits from the assessments.

Moreover, a fixed or flat assessment for all properties of similar type was deemed to be inappropriate because larger commercial/industrial properties and residential properties with multiple dwelling units receive a higher degree of benefit than other similarly used properties that are significantly smaller. For properties used for commercial purposes, there clearly is a higher benefit provided to a larger commercial property than to a smaller commercial property because the larger property generally supports a larger building and has higher numbers of employees, customers and guests that would benefit from improved fire protection and emergency response services. This benefit ultimately flows to the property. Larger parcels, therefore, receive an increased benefit from the assessments.

The Assessment Engineer determined that the appropriate method of assessment should be based on the type of property, the relative risk of fire by type of property, the relative size of the property, and the relative damage value of fires by property type. This method is further described below.

Method of Assessment

The next step in apportioning assessments is to determine the relative special benefit for each property. This process involves determining the relative benefit received by each property in relation to a "benchmark" property, a single family detached dwelling on one parcel (one "Single Family Equivalent Benefit Unit" or "SFE"). This SFE methodology is commonly used to distribute assessments in proportion to estimated special benefits and is generally recognized as providing the basis for a fair and appropriate distribution of assessments. In this Engineer's Report, all properties are assigned an SFE value, which is each property's relative benefit in relation to a single family home on one parcel.

The relative benefit to properties from fire related services is:

Equation 1 – Relative Benefit to Properties

$$\text{Benefit} \approx \sum (\text{Fire Risk Factors}) * \sum (\text{Structure Value Factors})$$

That is, the benefit conferred to property is the "sum" of the fire risk factors multiplied by the "sum" of the structure replacement factors, and then normalized by average areas.

Fire Risk Factors

Typical fire assessments are evaluated based upon the fire risk of a certain property type. These evaluations consider factors such as use of structure (e.g. used for cooking), type of structure (centralized heating), etc.

In 2003, the National Fire Protection Association (“NFPA”), one of the pre-eminent authorities on fire protection in the United States, published the 2003 US Fire Problem Overview Report. This report comprehensively tabulates the number of fires for each property type within the United States in the year 1999, and serves as a reasonable and rational basis to determine fire risk.

The number of fires for each property type is then divided by the total number of that property type to determine un-normalized fire risk factor. Finally, the risk factors are normalized based upon a factor of 1.00 for a single family property. Table 2 below tabulates the Fire Risk Factors for each property type.

Table 2 – Fire Risk Factors

Property Type	Normalized Fire Risk Factors
Single Family	1.0000
Multi-Family & Condo	1.8769
Mobile Home	0.6028
Commercial/Industrial	0.9982
Office	0.3571
Institutional	0.9675
Storage	2.8916
Vacant	0.2221
Agriculture - Orchards & Vineyards	0.3796
Agriculture - Rice & Flood Irrigation	0.3796
Agriculture - Pasture & Row Crops	0.3451
Agriculture - Dairy, Livestock, Animals	0.3106
Range Land & Open Space	0.0598

Analysis based upon: 2003 US Fire Problem Overview Report, NFPA

Structure Replacement Factors

The relative replacement factors of different property types were evaluated within the District area to determine the Structure Replacement Factors according to the following formula:

Equation 2 - Structure Replacement Factors

\sum (Structure Replacement Factors)	\approx	f (Structure Weighting Factor, Average Improved Value, Structure Replacement Factor) $+f$ (Land Weighting Factor, Average Total Value) $*$ (Adjustment Factor)
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Where:

- “Structure Weighting Factor” = 10 to “weight” relative importance of structure over land.
- "Structure Replacement Factor" is based upon the replacement cost per property type, and the adjusted structure square footage per property type, as provided by the County Assessor records.
- “Average Improved Value” is average of value of all improvements (e.g. structures), per property type, as provided by County Assessor records. It is used as a reference only and the Structure Replacement Value is not derived from it.
- Land Weighting Factor = 1
- “Average Total Value” is average of value of all land + improvements (e.g. structures), per property type, as provided by County Assessor records. County assessor land values were not used directly because experience has shown total values to be more comprehensive. It is used as a reference only and the Structure Replacement Value is not derived from it.
- "Adjustment Factor" may be applied including real estate data, demographic data, economic data and other relevant data.

Table 3 is a tabulation of the Structure Replacement Factors for each property type as defined by Equation 2, above.

Table 3 – Structure Replacement Factors

Property Type	Replacement Factor
Single Family	1.0000
Multi-Family & Condo	0.6400
Mobile Home	0.8000
Commercial/Industrial	0.6400
Office	1.6000
Institutional	0.6400
Storage	0.2400
Vacant	0.1000
Agriculture - Orchards & Vineyards	0.0500
Agriculture - Rice & Flood Irrigation	0.0500
Agriculture - Pasture & Row Crops	0.0500
Agriculture - Dairy, Livestock, Animals	0.0500
Range Land & Open Space	0.0100

An Example of Benefit Calculation

Below is an example of the benefit calculation per Equation 1 for Commercial/Industrial parcels to illustrate the methodology. (A summary of the results of all calculations is given in Table 4):

Commercial/Industrial Example

The benefit is the normalized Fire Risk Factor times the normalized Structure Replacement Factor, then normalized per average square footage.

Benefit = ((Fire Risk Factor) * (Structure Replacement Factor)) * ((Average Structure Sqft by type / Avg Structure Sqft for single family home))

The fire risk of commercial/industrial parcels is determined by taking the percentage of all fires in commercial/industrial parcels, and dividing it by the percentage of square footage area that are commercial/industrial. The fire percentages are taken from the NFPA 2003 US Fire Problem Overview Report. The resulting figure is normalized relative to the risk of a single family home by taking the percentage of fires in single family homes over the percentage of square footage area that are single family homes, and dividing that figure into the commercial/industrial fire risk figure.

Fire Risk \approx ((% of all fires) / (% of square footage area)) / (normalization factor versus Single Family Homes)

% of all fires = 9.222% for commercial/industrial, and 53.846% for single family homes

% of area = 10.664% for commercial/industrial, and 62.157% for single family homes

Fire Risk Factor = ((9.222% of all fires) / (10.644% of all square footage area)) / ((53.846% of all fires) / (62.157% of all square footage area))

Fire Risk Factor = 0.9982

The Structure Replacement Factor is determined by analyzing the County Assessor's data including the average structure square footage area. Also, the local average structure replacement cost is established for each structure type. The local average structure replacement cost is normalized and multiplied by the average square footage area for each property type. These values are then compared against the weighted average improved value, weighted average total value, real estate data, etc. and an Adjustment Factor is applied if necessary.

Structure Replacement Factor \approx Normalized Local Average Replacement Costs * Adjustment Factor

Local Average Replacement Cost for commercial/industrial \approx \$80.00/sqft

Local Average Replacement Cost for single family homes \approx \$125.00/sqft

Structure Replacement Factor = (80.00/125.00) * Adjustment Factor (if needed)

Structure Replacement Factor = 0.6400

Since the Benefit is the Fire Risk Factor times the Structure Replacement Factor, then normalized by average square footage, the Commercial/Industrial benefit is 6.884:

Benefit = (0.9982 * 0.6400) * (14,957/1,396) = 6.884/acre

Summary of Benefits for Each Property Type

Per Equation 1, the relative special benefit for each property type (the "SFE" or "Single Family Equivalent" Benefit Units) is determined as the product of the normalized Fire Risk Factors and the normalized Structure Replacement Factors. Table 4 below, summarizes the benefit for each property type.

Table 4 – Benefit Summary per Property Type

Property Type	Fire Risk Factors	Structure Replacement Factors	SFE Factors	Average Structure Sq Footage (From Previous Tab)	Flat Rate Converted SFE	Unit
Single Family	1.0000	1.0000	1.000000	1,396	1.000	per each
Multi-Family & Condo	1.8769	0.6400	1.201190	857	0.737	per unit
Mobile Home	0.6028	0.8000	0.482240	1,440	0.497	per each
Commercial/Industrial	0.9982	0.6400	0.638879	14,957	6.844	per acre
Office	0.3571	1.6000	0.571387	10,000	6.670	per acre
Institutional	0.9675	0.6400	0.619212	3,543	1.523	per each
Storage	2.8916	0.2400	0.693982	10,000	0.464	per acre
Vacant	0.3451	0.1000	0.034511		0.173	per each
Agriculture - Orchards & Vineyards	0.3796	0.0500	0.018981		0.019	per acre
Agriculture - Rice & Flood Irrigation	0.3796	0.0500	0.018981		0.019	per acre
Agriculture - Pasture & Row Crops	0.3451	0.0500	0.017255		0.017	per acre
Agriculture - Dairy, Livestock, Animals	0.3106	0.0500	0.015530		0.016	per acre
Range Land & Open Space	0.3451	0.0100	0.003451		0.003	per acre

*SFE factor has been converted from “Per Acre” to “Per Each Parcel” by multiplying by effective average area.

Residential Properties

All improved residential properties with a single residential dwelling unit are assigned one Single Family Equivalent or 1.0 SFE. Residential properties on parcels that are larger than one acre receive additional benefit and are assigned additional SFEs on an “Agricultural/Rangeland” basis. Detached or attached houses, zero-lot line houses and town homes are included in this category.

Properties with more than one residential unit are designated as multi-family residential properties. These properties benefit from the Services in proportion to the number of dwelling units that occupy each property. The relative benefit for multi-family properties was determined per Equation 1 to be 0.737 SFEs per residential unit. This rate applies to condominiums as well.

Mobile home properties are assigned 0.497 SFEs per residential unit. Parcels that are larger than one acre receive additional benefit and are assigned additional SFEs on an “Agricultural/Rangeland” basis.

Commercial/Industrial & Office Properties

Commercial and industrial properties are assigned benefit units per acre, since there is a relationship between effective parcel size, structure size and relative benefits. The relative benefit for commercial and industrial properties was determined per Equation 1 to be 6.844 SFEs per acre. The relative benefit for office properties was determined per Equation 1 to be 6.670 SFEs per acre.

Vacant and Undeveloped Properties

The relative benefit for vacant properties was determined per Equation 1 to be 0.173 SFEs per parcel.

Rangeland, Open Space and Duck Club Properties

The relative benefit for range land & open space properties was determined per Equation 1 to be 0.003 SFEs per acre.

Agricultural Properties

The relative benefit for agricultural properties requires additional analysis, as required by Government Code 50078 and the unique agricultural properties within the boundaries. This analysis considered how agricultural operations may mitigate risk, onsite or proximate water availability, response time, capability of the fire suppression service, and any other factors which reflect the benefit to the land resulting from the fire suppression service provided. Agricultural properties have been categorized as Agriculture - Orchards & Vineyards; Agriculture - Rice & Flood Irrigation; Agriculture - Pasture & Row Crops; and Agriculture - Dairy, Livestock, Animals according to use and other attributes, and have been analyzed for fire risk and structure replacement per Equation 1. The relative benefit for agricultural properties was determined per Equation 1 to be 0.019 SFEs per parcel for Agriculture - Orchards & Vineyards; 0.019 SFEs per parcel for Agriculture - Rice & Flood Irrigation; 0.017 SFEs per parcel for Agriculture - Pasture & Row Crops; and 0.016 SFEs per parcel for Agriculture - Dairy, Livestock, Animals. These SFE rates are doubled for parcels between 50 acres and 100 acres and are tripled for parcels greater than 100 acres.

Other Properties

Institutional properties such as publicly owned properties are assessed 1.523 SFEs. The relative benefit for storage properties was determined per Equation 1 to be 0.464 SFEs per acre.

Article XIID, Section 4 of the California Constitution states that publicly owned properties shall not be exempt from an assessment unless there is clear and convincing evidence that those properties receive no special benefit. Here, all public properties that are specially benefited are assessed. Publicly owned property that is used for purposes similar to private residential, commercial, industrial or institutional uses is benefited and assessed at the same rate as such privately owned property.

Miscellaneous, small and other parcels such as roads, right-of-way parcels, and common areas typically do not generate significant numbers of employees, residents, customers or guests and have limited economic value. These miscellaneous parcels receive no special benefit from the fire suppression Apparatus and Equipment and are assessed an SFE benefit factor of 0.

Criteria and Policies

This sub-section describes the criteria that shall govern the expenditure of assessment funds and ensures equal levels of benefit for properties of similar type. The criteria established in this Report, as finally confirmed, cannot be substantially modified; however, the Board may adopt additional criteria to further clarify certain criteria or policies established in this Report or to establish additional criteria or policies that do not conflict with this Report.

Duration of Assessment

The Assessment was levied for fiscal year 2011-12 and may be continued every year thereafter, so long as the risk of fire on property in the Assessment District remains in existence and the Twain Harte Community Services District requires funding from the Assessment for its fire suppression Services. As noted previously, if the Assessment and the duration of the Assessment are approved by property owners in an assessment ballot proceeding, the Assessment can be imposed and levied annually after the Twain Harte Community Services District Board of Directors approves an annually updated Engineer's Report, budget for the Assessment, Services to be provided, and other specifics of the Assessment. In addition, the District Board of Directors must hold an annual public hearing to continue the Assessment.

Appeals of Assessments on Property

Any property owner who feels that the assessment on the subject property is in error as a result of incorrect information being used to apply the foregoing method of assessment or for any other reason may file a written appeal with the General Manager of the Twain Harte Community Services District or his or her designee. Any such appeal is limited to correction of an assessment during the then current fiscal year. Upon the filing of any such appeal, the General Manager or his or her designee will promptly review the appeal and any information provided by the property owner. If the General Manager or his or her designee finds that the assessment should be modified, the appropriate changes shall be made to the assessment roll. If any such changes are approved after the assessment roll has been filed with the County for collection, the General Manager or his or her designee is authorized to refund to the property owner the amount of any approved reduction. Any dispute over the decision of the General Manager or his or her designee shall be referred to the Twain Harte Community Services District Board of Directors and the decision of the Board shall be final.

Assessment

WHEREAS, the Board of Directors of the Twain Harte Community Services District is proceeding with the Fire Protection and Emergency Response Services Assessment District and continuation of assessments under California Government Code sections 50078 et seq. (the “Code”) and Article XIID of the California Constitution (the “Article”);

WHEREAS, the undersigned Engineer of Work has prepared and filed a report presenting an estimate of costs, a diagram for the Assessment District and an assessment of the estimated costs of the Services upon all assessable parcels within the Assessment District;

NOW, THEREFORE, the undersigned, by virtue of the power vested in me under said Code and Article and the order of the Board of said District, hereby make the following assessment to cover the portion of the estimated cost of said Services, and the costs and expenses incidental thereto to be paid by the Assessment District.

The amount to be paid for said Services and the expense incidental thereto, to be paid by the Assessment District for the fiscal year 2023-24 is generally as follows:

Table 5 – Summary Cost Estimate

	FY 2023-24 Budget
Services Costs	\$1,181,535
Administrative Cost Allocation	\$136,738
Capital Expenses/Outlay	\$380,000
Incidental Expenses	\$8,265
TOTAL BUDGET	\$1,706,538
Less: District Contribution	(\$1,260,430)
Transfer To/(From) Reserve	(\$70,616)
NET AMOUNT TO ASSESSMENTS	\$375,492

An Assessment Diagram is hereto attached and made a part hereof showing the exterior boundaries of the Assessment District. The distinctive number of each parcel or lot of land in the Assessment District is its Assessor Parcel Number appearing on the Assessment Roll.

I do hereby assess and apportion the net amount of the cost and expenses of the Services, including the costs and expenses incident thereto, upon the parcels and lots of land within said Assessment District, in accordance with the special benefits to be received by each parcel or lot, from the Services, and more particularly set forth in the Cost Estimate and Method of Assessment hereto attached and by reference made a part hereof.

The assessment is subject to an annual adjustment tied to the Consumer Price Index-U for the San Francisco Bay Area as of December of each succeeding year (the "CPI"), with a maximum annual adjustment not to exceed 4%. Any change in the CPI in excess of 4% shall be cumulatively reserved as the "Unused CPI" and shall be used to increase the maximum authorized assessment rate in years in which the CPI is less than 4%. The maximum authorized assessment rate is equal to the maximum assessment rate in the first fiscal year the assessment was levied adjusted annually by the minimum of 1) 4% or 2) the change in the CPI plus any Unused CPI as described above.

The change in the CPI from December 2021 to December 2022 was 4.88% and the Unused CPI carried forward from the previous fiscal year is 0.24%. Therefore, the maximum authorized assessment rate for fiscal year 2023-24 is increased by 4.00% which equates to \$215.80 per single family equivalent benefit unit. The estimate of cost and budget in this Engineer's Report proposes assessments for fiscal year 2023-24 at the rate of \$215.80, which is equal to the maximum authorized assessment rate.


Since property owners in the Assessment District, in an assessment ballot proceeding, approved the initial fiscal year benefit assessment for special benefits to their property including the CPI adjustment schedule, the assessment may be continued annually and may be adjusted by up to the maximum annual CPI adjustment without any additional assessment ballot proceeding. In the event that in future years the assessments are assessed at a rate less than the maximum authorized assessment rate, the assessment rate in a subsequent year may be increased up to the maximum authorized assessment rate without any additional assessment ballot proceeding.

Each parcel or lot of land is described in the Assessment Roll by reference to its parcel number as shown on the Assessor's Maps of the County of Tuolumne for the fiscal year 2023-24. For a more particular description of said property, reference is hereby made to the deeds and maps on file and of record in the office of the County Recorder of Tuolumne County.

I hereby place opposite the Assessor Parcel Number for each parcel or lot within the Assessment Roll, the amount of the assessment for the fiscal year 2023-24 for each parcel or lot of land within the said Assessment District.

Dated: May 10, 2023

Engineer of Work

By  _____
John W. Bliss, License No. C052091



Assessment Diagram

The Assessment District includes all properties within the boundaries of the Fire Protection and Emergency Response Services District. The boundaries of the Assessment District are displayed on the following Assessment Diagram. The lines and dimensions of each lot or parcel within the Assessment District are those lines and dimensions as shown on the maps of the Assessor of Tuolumne County, and are incorporated herein by reference, and made a part of this Diagram and this Report.

FILED IN THE OFFICE OF THE SECRETARY OF THE BOARD OF THE TWIN HARTE COMMUNITY SERVICES DISTRICT, COUNTY OF TUOLUMNE, CALIFORNIA, THIS _____ DAY OF _____, 2023.

SECRETARY OF THE BOARD _____

RECORDED IN THE OFFICE OF THE SECRETARY OF THE BOARD OF THE TWIN HARTE COMMUNITY SERVICES DISTRICT, COUNTY OF TUOLUMNE, CALIFORNIA, THIS _____ DAY OF _____, 2023.

SECRETARY OF THE BOARD _____

AN ASSESSMENT WAS CONFIRMED AND LEVIED BY THE BOARD OF THE TWIN HARTE COMMUNITY SERVICES DISTRICT ON THE LOTS, PIECES AND PARCELS OF LAND ON THIS ASSESSMENT DIAGRAM ON THE _____ DAY OF _____, 2023 FOR THE FISCAL YEAR 2023-24 AND SAID ASSESSMENT DIAGRAM AND THE ASSESSMENT ROLL FOR SAID FISCAL YEAR WERE FILED IN THE OFFICE OF THE COUNTY AUDITOR OF THE COUNTY OF TUOLUMNE ON THE _____ DAY OF _____, 2023. REFERENCE IS HEREBY MADE TO SAID RECORDED ASSESSMENT ROLL FOR THE EXACT AMOUNT OF EACH ASSESSMENT LEVIED AGAINST EACH PARCEL OF LAND.

SECRETARY OF THE BOARD _____

FILED THIS _____ DAY OF _____ O'CLOCK _____ M. IN _____ THE COUNTY AUDITOR OF THE COUNTY OF TUOLUMNE, STATE OF CALIFORNIA, AT THE REQUEST OF THE BOARD OF DIRECTORS OF THE TWIN HARTE COMMUNITY SERVICES DISTRICT.

COUNTY AUDITOR, COUNTY OF TUOLUMNE _____

Note:
REFERENCE IS HEREBY MADE TO THE MAPS AND DEEDS OF RECORD IN THE OFFICE OF THE ASSESSOR OF THE COUNTY OF TUOLUMNE FOR A DETAILED DESCRIPTION OF THE LINES AND DIMENSIONS OF ANY PARCEL SHOWN HEREIN. THOSE MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH PARCELS. EACH PARCEL IS IDENTIFIED IN SAID MAPS BY ITS DISTINCTIVE ASSESSOR'S PARCEL NUMBER.

**TWIN HARTE COMMUNITY SERVICES DISTRICT
FIRE PROTECTION AND EMERGENCY SERVICES ASSESSMENT DISTRICT
ASSESSMENT DIAGRAM**

SCI Consulting Group
4745 Mangle Blvd
Fairfield, CA 94534

Appendices

Appendix A – Assessment Roll, Fiscal Year 2023-24

The Assessment Roll is made part of this report and is available for public inspection during normal office hours. Each lot or parcel listed on the Assessment Roll is shown and illustrated on the latest County Assessor records and these records are, by reference, made part of this report. These records shall govern for all details concerning the description of the lots of parcels.

End Notes

^[i] Institute for Business & Home Safety, “Protect Your Home Against Wildfire Damage,”
<http://www.ibhs.org/publications/view.asp?id=125>

^[ii] Insurance Services Offices Inc.
<http://www.rockwall.com/FireDepartment/Insurance%20Services%20Office%20Rating%20Information.pdf>

^[iii] U.S. Fire Administration, Department of Homeland Security, “America Burning, Re-commissioned: Principal Findings and Recommendations,” p.2,
<http://www.usfa.fema.gov/downloads/pdf/abr-rep.PDF>

^[iv] Insurance Services Offices Inc., p. 1,
<http://www.rockwall.com/FireDepartment/Insurance%20Services%20Office%20Rating%20Information.pdf>

^[v] U.S. Fire Administration, Department of Homeland Security, “America Burning, Re-commissioned: Principal Findings and Recommendations,” p.1,
<http://www.usfa.fema.gov/downloads/pdf/abr-rep.PDF>



Board Meeting Agenda Item Summary

May 10, 2022

ITEM #:	06A	ITEM TYPE:	<input type="checkbox"/> Discussion <input type="checkbox"/> Action <input checked="" type="checkbox"/> Both
SUBJECT:	Discussion/action to adopt Resolution #23-12 - Declaring an Operations Division Equipment Trailer and 2016 Ford Expedition Chief Coverage Vehicle as Surplus Property.		
RELATION TO STRATEGIC PLAN:	<input type="checkbox"/> N/A <input checked="" type="checkbox"/> Advances Goal/Objective #'s: <u> 2 </u>		

RECOMMENDED ACTION:

Adopt Resolution #23-12 – Declaring an Operations Division Equipment Trailer and 2016 Ford Expedition Chief Coverage Vehicle as Surplus Property.

SUMMARY:

Policy #3080 (Disposal of Surplus Property or Equipment) sets forth requirements for the General Manager to identify and dispose of the District’s surplus property. The Policy requires any property or equipment that has a fair market value of \$5,000 or greater to be declared as surplus by the Board prior to disposal.

The Fiscal Year (FY) 2022-23 Water and Sewer Fund Budgets provide for procurement of a new equipment trailer. The new equipment trailer is light weight, capable of hauling the District’s large equipment and easily maneuverable. It replaces an older trailer that is unnecessarily heavy and too large to maneuver in many of the tight areas of the District. Now that the District has procured and received the new trailer, it no longer has a need for the old trailer (estimated value of \$6,000) and recommends that the Board declare it as surplus property.

The Fiscal Year (FY) 2022-23 Fire Fund Budget includes procurement of a new Chief Coverage Vehicle. The new Chief Coverage Vehicle is a truck that is more capable of responding to emergencies than the existing 2016 Ford Expedition Chief Coverage Vehicle. This is especially true in snow, during severe weather events, and in the District’s many areas with difficult terrain. Now that the District has procured and received the new Chief Coverage Vehicle, it no longer has a need for the 2016 Ford Expedition Chief Coverage Vehicle (estimated value of \$19,000) and recommends that the Board declare it as surplus property.

FINANCIAL IMPACT:

Sale of the old Operations Division Equipment Trailer is anticipated to provide \$3,900 of revenue to the Water Fund and \$2,100 to the Sewer Fund.

Sale of the 2016 Ford Expedition is anticipated to provide \$4,000 of revenue to the Fire Fund (\$19,000 sale revenue less \$15,000 in depreciated value).

ATTACHMENTS:

- Resolution #23-12 – Declaring an Operations Division Equipment Trailer and 2016 Ford Expedition Chief Coverage Vehicle as Surplus Property.

**TWAIN HARTE COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 23-12**

**DECLARING AN OPERATIONS DIVISION EQUIPMENT TRAILER AND 2016 FORD
EXPEDITION CHIEF COVERAGE VEHICLE AS SURPLUS PROPERTY**

WHEREAS, the Twain Harte Community Services District's (District) Operation Division owns a large equipment trailer (estimated \$6,000 value) that is utilized to tow some of its large equipment; and

WHEREAS, the District's Operation's Division recently procured a new equipment trailer that is more maneuverable, versatile, and easier to store; and

WHEREAS, the District no longer has need for its older Operations Division Equipment Trailer; and

WHEREAS, the District's Fire Division also owns a 2016 Ford Expedition (estimated value \$19,000) that has been utilized as a Chief Coverage Vehicle; and

WHEREAS, the District's Fire Division recently procured a new Chief Coverage Vehicle that is more capable to respond to emergencies in snow and other difficult terrain; and

WHEREAS, the District no longer has need for its 2016 Ford Expedition Chief Coverage Vehicle.

NOW, THEREFORE, BE IT RESOLVED, by the District Board of Directors that:

1. The Operations Division Equipment Trailer be declared as surplus property and disposed of in accordance to District Policy #3080; and
2. The 2016 Ford Expedition Chief Coverage Vehicle be declared as surplus property and disposed of in accordance to District Policy #3080.

PASSED AND ADOPTED, by the Board of Directors of Twain Harte Community Services District on May 10, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Eileen Mannix, Board President

Kimberly Silva, Board Secretary



Board Meeting Agenda Item Summary

May 10, 2023

ITEM #:	06B	ITEM TYPE:	<input type="checkbox"/> Discussion <input type="checkbox"/> Action <input checked="" type="checkbox"/> Both
SUBJECT:	Discussion/action to adopt Resolution #23-13 - Approving a Fiscal Year 2022-23 Fire Fund Budget Adjustment in the Amount of \$8,100 for the Chief Coverage Vehicle Replacement.		
RELATION TO STRATEGIC PLAN:	<input type="checkbox"/> N/A <input checked="" type="checkbox"/> Advances Goal/Objective #'s: <u> 2 </u>		

RECOMMENDED ACTION:

Adopt Resolution #23-13 – Approving Fiscal Year 2022-23 Fire Fund Budget Adjustment in the Amount of \$8,100 for the Chief Coverage Vehicle Replacement.

SUMMARY:

The Fiscal Year (FY) 2022-23 Fire Fund Budget provides \$68,000 for procurement of a new Chief Coverage Vehicle that will improve the Fire Division’s ability to respond to emergencies in snow, severe weather, and difficult terrain. The new Chief Coverage Vehicle will advance District Strategic Goal #2 to improve our community’s emergency preparedness.

The new Chief Coverage Vehicle has been procured and is currently being outfitted for service. To maximize its emergency response capabilities, staff recommends the installation of a decked command system and traffic control bar on the vehicle at an additional cost of \$8,100. The additional equipment is installed in the bed of the truck and slides out to provide the following benefits:

- Serves as a mobile command station.
- Storage and quick access for SCBA (Self Contained Breathing Apparatus) equipment, chainsaw, drip torches, and other fire-fighting equipment.
- Storage and quick access for deployment of the District’s UAV (Unmanned Aerial Vehicle) system.
- Safety lighting for performance of traffic control in emergencies.

The Fire Committee has reviewed this action and recommends Board approval.

FINANCIAL IMPACT:

Approval of Resolution #23-13 will increase the New Chief Coverage Vehicle FY 22-23 Fire Fund Budget line item and withdrawal from Capital Reserves by \$8,100. This would leave an estimated Capital Reserve balance of \$359,742 at the end of FY 2022-23.

ATTACHMENTS:

- Resolution #23-13 – Approving Fiscal Year 2022-23 Fire Fund Budget Adjustment in the Amount of \$8,100 for the Chief Coverage Vehicle Replacement.

**TWAIN HARTE COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 23-13**

**APPROVING A FISCAL YEAR 2022-23 FIRE FUND BUDGET ADJUSTMENT IN
THE AMOUNT OF \$8,100 FOR THE CHIEF COVERAGE VEHICLE REPLACEMENT**

WHEREAS, the Twain Harte Community Services District's (District) Fiscal Year (FY) 2022-23 Fire Fund Budget includes \$68,000 for the procurement of a new Chief Coverage Vehicle to improve emergency response capabilities in snow, severe weather events and difficult terrain; and

WHEREAS, the new Chief Coverage Vehicle's emergency response capabilities would be further improved if an additional decked command system and traffic control bar was installed on the new vehicle; and

WHEREAS, the addition of a decked command system and traffic control bar would provide the following benefits:

- Serves as a mobile command station.
- Storage and quick access for SCBA (Self Contained Breathing Apparatus) equipment, chainsaw, drip torches, and other fire-fighting equipment.
- Storage and quick access for deployment of the District's UAV (Unmanned Aerial Vehicle) system.
- Safety lighting for performance of traffic control in emergencies; and

WHEREAS, the \$8,100 cost to procure and install a decked command system and traffic control bar requires adjustment of the FY 2022-23 Fire Fund Budget.

NOW, THEREFORE, BE IT RESOLVED, by the District Board of Directors that the Fiscal Year 2022-23 Fire Fund Budget be adjusted as follows:

1. Increase the "New Chief Coverage Vehicle" Capital Outlay line item by \$8,100, from \$68,000 to \$76,100; and
2. Increase the amount to be withdrawn from Fire Fund Capital Reserves by \$8,100, from \$297,938 to \$306,038.

PASSED AND ADOPTED, by the Board of Directors of Twain Harte Community Services District on May 10, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Eileen Mannix, Board President

Kimberly Silva, Board Secretary



Board Meeting Agenda Item Summary

May 10, 2023

ITEM #:	06C	ITEM TYPE:	<input type="checkbox"/> Discussion <input type="checkbox"/> Action <input checked="" type="checkbox"/> Both
SUBJECT:	Discussion/action to adopt Resolution #23-14 - Approving Fiscal Year 2022-23 Water and Sewer Funds Budget Adjustments for Replacement of Truck #3 and Truck #4.		
RELATION TO STRATEGIC PLAN:	<input type="checkbox"/> N/A <input checked="" type="checkbox"/> Advances Goal/Objective #'s: <u>2</u>		

RECOMMENDED ACTION:

Adopt Resolution #23-14 – Approving Fiscal Year 2022-23 Water and Sewer Funds Budget Adjustments for Replacement of Truck #3 and Truck #4.

SUMMARY:

The District’s Operations Division owns two 2006 Chevrolet water and sewer maintenance trucks – Truck #3 and Truck #4. Both trucks are at the end of their useful life and have required extensive repairs over the last two years to keep them operational. Furthermore, the mechanic has recommended expensive future repairs to keep the trucks operational. The unreliable state of the two trucks threatens the District’s ability to provide reliable water and sewer services.

Truck #3 was budgeted to be replaced in 2021 and the District placed an order for the replacement truck in July 2021. Due to supply shortages, the order has not been fulfilled nearly two years later. The dealership continues to be unable to provide a delivery date for the truck and has stated that they no longer believe they can provide a truck at the price originally quoted.

Truck #4 is scheduled to be replaced in July 2023; however, there remains uncertainty about how long delivery might take. In an attempt to procure replacement trucks quickly to ensure continued reliable water and sewer services, the District contacted multiple dealers and found one dealer who could provide replacement trucks in the next two months through the State cooperative purchasing contract. The cost to replace Truck #3 is about \$20,300 higher than originally budgeted in Fiscal Year (FY) 2021-22 and \$85,000 would need to be added to the budget to purchase Truck #4.

The Water/Sewer Committee reviewed this proposal and recommends that the Board approve FY 2022-23 Water and Sewer Fund Budget adjustments to provide for the replacement of Truck #3 and Truck #4 in the next two months.

FINANCIAL IMPACT:

Approving Resolution #23-14 would increase Water Fund Capital Outlay expenses by \$87,600 and Sewer Fund Capital Outlay expenses by \$36,950. At the end of FY 2022-23, the estimated Water Fund Capital Reserve balance would be \$654,426 and the estimated Sewer Fund Capital Reserve balance would be \$766,176.

ATTACHMENTS:

- Resolution #23-14 – Approving Fiscal Year 2022-23 Water and Sewer Funds Budget Adjustments for Replacement of Truck #3 and Truck #4.

**TWAIN HARTE COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 23-14**

**APPROVING FISCAL YEAR 2022-23 WATER AND SEWER FUNDS BUDGET
ADJUSTMENTS FOR REPLACEMENT OF TRUCK #3 AND TRUCK #4**

WHEREAS, the Twain Harte Community Services District's (District) Operations Division owns two 2006 Chevrolet water and sewer maintenance trucks (Truck #3 and Truck #4) that are at the end of their useful life and require excessive repairs each year to keep them operational; and

WHEREAS, the District's 20-year Vehicle and Equipment Replacement Plan called for replacement of Truck #3 in 2021 and Truck #4 in the coming fiscal year; and

WHEREAS, the District's FY 2022-23 Water and Sewer Funds Budgets include a total of \$49,700 for the procurement of a new truck to replace the existing Truck #3; and

WHEREAS, said replacement truck was ordered in July 2021, but, due to supply shortages, has never been delivered; and

WHEREAS, the dealership is unable to provide an estimated date for truck delivery and no longer believes it can provide the truck at the price originally quoted; and

WHEREAS, replacing Truck #3 and Truck #4 quickly is essential to providing reliable water and sewer services; and

WHEREAS, the District contacted multiple dealerships to find options to replace the trucks quickly and found a dealership that could replace both trucks in the next two months through the State cooperating purchase contract; and

WHEREAS, utilizing the State cooperating purchase contract to replace Truck #3 requires an additional \$20,300 above what was budgeted in FY 2021-22 and replacement of Truck #4 requires a new budget item for \$85,000; and

WHEREAS, to ensure continued reliable water and sewer services, it is necessary to adjust the FY 2022-23 Water and Sewer Funds Budgets to replace Truck #3 and Truck #4.

NOW, THEREFORE, BE IT RESOLVED, by the District Board of Directors that the Fiscal Year 2022-23 Water and Sewer Funds Budgets be adjusted as follows:

1. Increase the "Truck #3 Replacement" Water Fund Capital Outlay line item by \$13,100, from \$32,400 to \$45,500; and
2. Add a "Truck #4 Replacement" Water Fund Capital Outlay line item in the amount of \$55,250; and
3. Increase the amount to be withdrawn from Water Fund Reserves by \$87,600, from \$545,849 to \$633,449; and

4. Increase the "Truck #3 Replacement" Sewer Fund Capital Outlay line item by \$7,200, from \$17,300 to \$24,500; and
5. Add a "Truck #4 Replacement" Sewer Fund Capital Outlay line item in the amount of \$29,750; and
6. Increase the amount to be withdrawn from Sewer Fund Reserves by \$36,950, from \$209,507 to \$246,457.

PASSED AND ADOPTED, by the Board of Directors of Twain Harte Community Services District on May 10, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Eileen Mannix, Board President

Kimberly Silva, Board Secretary



Board Meeting Agenda Item Summary

May 10, 2023

ITEM #:	06D	ITEM TYPE:	<input type="checkbox"/> Discussion <input type="checkbox"/> Action <input checked="" type="checkbox"/> Both
SUBJECT:	Discussion/action to adopt the 20-Year Vehicle/Equipment Replacement Plan for Fiscal Year 2023-24.		
RELATION TO STRATEGIC PLAN:	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Advances Goal/Objective #'s: _____		

RECOMMENDED ACTION:

Adopt the 20-Year Vehicle/Equipment Replacement Plan for Fiscal Year (FY) 2023-24.

SUMMARY:

The District maintains a 20-Year Vehicle/Equipment Replacement Plan (Replacement Plan) to ensure its vehicles and equipment are replaced in a manner that ensures reliability and fiscal responsibility. The Replacement Plan is updated each year based on the following assumptions:

- Future vehicle and equipment purchases are assumed to be new vehicles and equipment, unless staff determines it is in the best interest of the District to purchase used vehicles and equipment.
- All new vehicles (excluding fire engines) are planned to be replaced every 15 years and/or 100,000 miles.
- The remaining life of existing vehicles/equipment is based on staff evaluation and is re-evaluated each year.
- Vehicles and equipment needing consecutive years of excessive repair work may need to be replaced earlier than planned.
- Vehicles and equipment that reach their estimated useful life will be evaluated by staff prior to replacement to determine if it can be reliably used for longer than originally anticipated.
- Costs for future vehicle and equipment replacements are based on the current value with an added inflation factor of 3% per year.

Both the Water/Sewer Committee and Fire Committee reviewed the Replacement Plan and recommend that the Board adopt it.

FINANCIAL IMPACT:

There are no vehicles or equipment scheduled for replacement in FY 2023-24.

ATTACHMENTS:

- 20-Year Vehicle/Equipment Replacement Plan for Fiscal Year 2023-24.



TWAIN HARTE COMMUNITY SERVICES DISTRICT
20-YR VEHICLE/EQUIPMENT REPLACEMENT PLAN
 Adopted: 05/10/2023

	Life Left	Life New	FY 23-24	FY 24-25	FY 25-26	FY 26-27	FY 27-28	FY 28-29	FY 29-30	FY 30-31	FY 31-32	FY 32-33	FY 33-34	FY 34-35	FY 35-36	FY 36-37	FY 37-38	FY 38-39	FY 39-40	FY 40-41	FY 41-42	FY 42-43
Water/Sewer (65%/35%)																						
Truck #1 (Ops Mgr) - 2019 Jeep Grand Cherokee	13	15														54,500						
Truck #2 (Utility/Goose/Plow) - 2015 Ford F350	7	15								95,500												
Truck #3 (Utility) - 2023 Ford F350	15	15																			132,000	
Truck #4 (Utility) - 2023 Ford F350 (Utility Bed)	15	15																			132,000	
Truck #5 (Utility) - 2019 Ford F350	11	15												107,500								
Truck #6 (Utility/Goose) - 2018 Chevy 3500	9	15										101,300										
Mini-Excavator - 2016	19	25																				\$ 105,000
Backhoe - 2005	12	30													135,000							
Water/Sewer (50%/50%)																						
Mobile Generator*	5	25						35,000														
Forklift*	14	25															43,000					
Sewer (100%)																						
Flush Truck - 2022 Ford F600	20	20																				
Vacuum Trailer - 2015 Pipe Hunter	17	25																			273,000	
Fire (100%)																						
C720 (Chief) - 2023 Chevy 1500	15	15																				105,900
C720A (Chief Coverage) - 2008 Chevy C15*	5	15							16,000													
U721 (Utility) - 2006 GMC Sierra 2500 Diesel	4	15					80,000															
E721 (Primary Engine) - 2005 HME SEO 1871	15	25																				1,100,000
E723 (Primary Engine) - 2014 International	12	20												904,400								
E722 (Reserve Engine) - 2001 HME Westates	13	35													80,000							
WT721 (Tactical Tender) - 2016 Pierce Intl.	20	25																				
Vehicles not to be Replaced																						
Flush Trailer (Trixie) - 1998 Shamrock	1	25																				
E722 (Reserve Engine) - 1986 Sparton Pumper	1	25																				
CERT FF Rehab - 2007 Intl. 4300 Ambulance	10	25																				
CERT Utility - 2004 Chevy 2500	5	25																				
TOTAL Water			\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,500	\$ -	\$ 62,075	\$ -	\$ 65,845	\$ -	\$ 69,875	\$ 87,750	\$ 35,425	\$ 21,500	\$ -	\$ 171,600	\$ -	\$ -	\$ 68,250
TOTAL Sewer			\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,500	\$ -	\$ 33,425	\$ -	\$ 35,455	\$ -	\$ 37,625	\$ 47,250	\$ 19,075	\$ 21,500	\$ -	\$ 92,400	\$ 273,000	\$ -	\$ 36,750
TOTAL Fire			\$ -	\$ -	\$ -	\$ -	\$ 80,000	\$ -	\$ 16,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 904,400	\$ 80,000	\$ -	\$ 1,205,900	\$ -	\$ -	\$ -	\$ -
DISTRICT GRAND TOTAL			\$ -	\$ -	\$ -	\$ -	\$ 80,000	\$ 35,000	\$ 16,000	\$ 95,500	\$ -	\$ 101,300	\$ -	\$ 107,500	#####	\$ 134,500	\$ 43,000	\$ 1,205,900	\$ 264,000	\$ 273,000	\$ -	\$ 105,000

NOTES:

- All future vehicle purchases are assumed to be new vehicles, unless noted otherwise.
 - Vehicle values are based on current year values with an added inflation factor of 3% per year.
 - All new vehicles (excluding fire engines) are planned to be replaced every 15 years and/or 100,000 miles.
 - Remaining life of existing vehicles/equipment is based on staff evaluation and will be re-evaluated each year.
 - Vehicles needing consecutive years of excessive repair work may need to be replaced earlier than planned.
 - Vehicles that reach their estimated useful life will be evaluated by staff to determine whether they need replacement prior to purchase of a new vehicle.
- * Vehicle/equipment anticipated to be replaced with a used vehicle.



Board Meeting Agenda Item Summary

May 10, 2023

ITEM #:	06E	ITEM TYPE:	<input type="checkbox"/> Discussion <input type="checkbox"/> Action <input checked="" type="checkbox"/> Both
SUBJECT:	Discussion/action to adopt Resolution #23-15 - Amending the Fiscal Year 2022-23 Salary Plan to Add a Utility Maintenance Worker Position.		
RELATION TO STRATEGIC PLAN:	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Advances Goal/Objective #'s: _____		

RECOMMENDED ACTION:

Adopt Resolution #23-15 – Amending the Fiscal Year (FY) 2022-23 Salary Plan to Add a Utility Maintenance Worker Position.

SUMMARY:

The cost to hire janitorial and landscape vendors to maintain the District’s park facilities has significantly increased in recent years. Furthermore, janitorial vendors have indicated that costs will increase by up to 60% in the coming fiscal year. These increases not only impact the Park Fund, but also impact the Administration, Water, Sewer and Fire Funds, which utilize janitorial vendors to clean District offices and training centers.

District staff evaluated options to avoid and reduce the impacts of increased janitorial and landscape maintenance costs and determined that creating a part-time Utility Maintenance Worker position would produce cost savings, provide more consistent and quality maintenance, and add flexibility to the Operations Division. Generally, the new position would be responsible for maintaining all park facilities; cleaning and maintaining administrative offices, Operations Division offices and fire training facilities; and assisting water and sewer operators during the winter months.

To realize these savings, District staff recommends amending the FY 2022-23 Salary Plan to add the salary scale for the position. The proposed salary scale is set at 6% above average compensation packages for similar-sized agencies to match the Board’s goal for employee compensation packages. Both the Finance/Policy Committee and Park Committee recommend approval of this action.

FINANCIAL IMPACT:

Employing a part-time (24 hours/week) Utility Maintenance Worker is estimated to impact each of the District’s funds as shown in the attached Utility Maintenance Worker Staffing Analysis. The impacts are compared to costs in the current budget. If compared to future cost increases indicated by vendors, the cost impacts would be less and the cost savings would be more.

The proposed changes will not impact the FY 2022-23 Budget. Future costs and savings related to this change will be proposed in the FY 2023-34 Budget.

ATTACHMENTS:

- Utility Maintenance Worker Staffing Analysis
- Resolution #23-15 – Amending the Fiscal Year 2022-23 Salary Plan to Add a Utility Maintenance Worker Position

New Maintenance Worker Position	BUDGET IMPACTS				
	Park	Water	Sewer	Fire	Admin
Park Landscaping	(\$10,280.00)				
Park Janitorial	(\$15,650.00)				
Water Plant Janitorial		(\$1,900.00)	(\$1,100.00)		
Office Janitorial	(\$380.00)	(\$1,786.00)	(\$950.00)	(\$684.00)	(\$3,800.00)
New Maintenance Worker Salary	\$21,047.48	\$5,080.89	\$2,718.45	\$944.38	\$1,936.43
New Maintenance Worker Benefits	\$3,301.38	\$796.96	\$426.40	\$148.13	\$303.74
Total Annual Impact	(\$1,961.14)	\$2,191.85	\$1,094.85	\$408.51	(\$1,559.84)

Maintenance Worker Labor/Salary Breakdown

Total Hours (24 hrs/wk)	1248 Hours
Total Salary (\$23.15/hr)	\$29,791.20
Total Benefits	\$4,672.86
Overall Annual Cost	\$34,464.06

Fund	Hours	Percent Share	Rounded Share	Notes
Admin	78.00	6.25%	6.50%	1.5 hrs/wk for admin office cleaning/maintenance
Park	875.33	70.14%	70.00%	21.5 hrs/wk for 8 months (spring/summer) & 7.5 hrs/wk for 4 months (winter)
Water	174.63	13.99%	14.00%	Water/Sewer - 10 hrs/wk 4 months (Winter) + 0.5 hr/wk all year for plant cleaning
Sewer	94.03	7.53%	7.50%	Water/Sewer - 10 hrs/wk 4 months (Winter) + 0.5 hr/wk all year for plant cleaning
Fire	26.00	2.08%	2.00%	0.5 hrs/wk all year for fire share of community center
	1248.00	100.00%	100.00%	

**TWAIN HARTE COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 23-15**

**APPROVAL OF REVISED FISCAL YEAR 2022-23 SALARY PLAN TO ADD A
UTILITY MAINTENANCE WORKER POSITION**

WHEREAS, the Twain Harte Community Services District (District) Board of Directors adopted a Salary Plan for Fiscal Year (FY) 2022-23 on June 8, 2022, via Resolution #22-25 and amended said Salary Plan on August 10, 2022 via Resolution #22-29; and

WHEREAS, due to increasing janitorial and landscape maintenance costs, District staff determined that it would be in the District's best interest, both financially and operationally, to create a part-time Utility Maintenance Worker position; and

WHEREAS, the proposed salary scale for the Utility Maintenance Worker has been set to meet the Board's goal to offer compensation packages that are 5-10% above the average of similar-sized agencies; and

WHEREAS, no revisions to the Fiscal Year 2022-23 Budget are necessary to revise the Salary Plan; and

WHEREAS, it is now necessary to adopt a revised Fiscal Year 2022-23 Salary Plan to add the Utility Maintenance Worker position.

NOW THEREFORE, BE IT RESOLVED, by the District Board of Directors that the attached revised Fiscal Year 2022-23 Salary Plan be adopted to add the position of Utility Maintenance Worker.

PASSED AND ADOPTED, by the Board of Directors of Twain Harte Community Services District at their Regular Meeting held on May 10, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Eileen Mannix, Board President

Kimberly Silva, Board Secretary

TWAIN HARTE COMMUNITY SERVICES DISTRICT
2022/2023 HOURLY SALARY SCHEDULE - Effective June 1, 2023

TITLE	Competence Salary Steps					Expertise Salary Steps**				
	1	2	3	4	5	6	7	8	9	
UNION POSITIONS										
Accounting/Administrative Assistant*	\$ 23.661	\$ 24.844	\$ 26.088	\$ 27.391	\$ 28.761	\$ 30.199	\$ 31.709	\$ 33.295	\$ 34.958	
Customer Services Representative#*	\$ 26.045	\$ 27.347	\$ 28.712	\$ 30.149	\$ 31.658	\$ 33.239	\$ 34.899	\$ 36.646	\$ 38.478	
Fire Captain^	\$ 24.038	\$ 25.242	\$ 26.503	\$ 27.829	\$ 29.218	\$ 30.680	\$ 32.215	\$ 33.827	\$ 35.518	
Seasonal Fire Engineer	\$ 17.000									
Fire Relief Captain^	\$ 18.333									
Utility Maintenance Worker	\$ 20.388	\$ 21.407	\$ 22.477	\$ 23.601	\$ 24.781	\$ 26.020	\$ 27.321	\$ 28.687	\$ 30.121	
Utility Operator I*	\$ 23.688	\$ 24.871	\$ 26.115	\$ 27.419	\$ 28.791	\$ 30.230	\$ 31.742	\$ 33.328	\$ 34.994	
Utility Operator II*	\$ 26.989	\$ 28.339	\$ 29.755	\$ 31.243	\$ 32.806	\$ 34.444	\$ 36.170	\$ 37.976	\$ 39.875	
Utility Operator III*	\$ 33.744	\$ 35.432	\$ 37.202	\$ 39.062	\$ 41.014	\$ 43.066	\$ 45.220	\$ 47.479	\$ 49.853	



Board Meeting Agenda Item Summary

May 10, 2023

ITEM #:	06F	ITEM TYPE:	<input type="checkbox"/> Discussion <input type="checkbox"/> Action <input checked="" type="checkbox"/> Both
SUBJECT:	Discussion/action to adopt Resolution #23-16 - Approving a Memorandum of Understanding with the Stanislaus Consolidated Firefighters L3399, IAFF.		
RELATION TO STRATEGIC PLAN:	<input type="checkbox"/> N/A <input checked="" type="checkbox"/> Advances Goal/Objective #'s: <u>5</u>		

RECOMMENDED ACTION:

Adopt Resolution #23-16 – Approving a Memorandum of Understanding with the Stanislaus Consolidated Firefighters L3399, IAFF.

SUMMARY:

The District’s non-exempt Fire Division employees are currently covered by a Memorandum of Understanding (MOU) with the Stanislaus Consolidated Firefighter L3399, IAFF union. The MOU expires on June 30, 2023.

The District’s Board established an ongoing objective to provide employee compensation packages that are 5-10% higher than the average of compensation packages offered by similarly sized competitor agencies. This helps the District fulfill its mission by attracting highly qualified and talented employees and avoiding costly turnover, which significantly impacts services provided by small agencies. Analysis showed that the current compensation package for Fire Division employees fell within the desired range, so the District only agreed to adjust salaries to accommodate cost of living changes, which help maintain the desired range over time.

The following noteworthy revisions were agreed to in the updated MOU:

- Extended a 5-year term: 2023-2028
- Added management ability to require a captain to serve mandatory overtime when another captain would like to serve on a state or federal strike team assignment.
- Removed the employee ability to sell compensatory time off.
- Added one personal leave day.
- Defined cost of living increases for upcoming Fiscal Years (FY):
 - FY 2023-24 – 5%
 - FY 2024-25 – 2%
 - FY 2025-26 – 2%
 - FY 2026-27 – 2%
 - FY 2027-28 – 2%

FINANCIAL IMPACT:

Over the next 5 years, the proposed MOU will result in the following annual cost of living salary increases: 5%, 2%, 2%, 2%, and 2%. This will result in maintaining a competitive compensation package, while ensuring that the Fire Fund maintains a projected minimum operating surplus of \$20,000 per year for capital expenses. This does not account for increased revenue which will likely result from mandatory overtime revisions that improve the District’s ability to fill more state and federal strike team assignments than it has in the past.

ATTACHMENTS:

- Resolution #23-16 – Approving a Memorandum of Understanding with the Stanislaus Consolidated Firefighters L3399, IAFF.

**TWAIN HARTE COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 23-16**

**APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH THE
STANISLAUS CONSOLIDATED FIREFIGHTERS L3399, IAFF**

WHEREAS, the Memorandum of Understanding (MOU) between the Twain Harte Community Services District (District) and the Stanislaus Consolidated Firefighters L3399 (IAFF) expires on June 30, 2023; and

WHEREAS, the District compared employee total compensation (inclusive of benefits) for each position classification with total compensation of similarly sized competitor agencies as a basis of negotiations for a new MOU; and

WHEREAS, the District's Board of Directors determined that it was in the District's best interest to provide a total compensation package for its employees that is slightly higher than similar, competitive agencies, in order to attract highly qualified and talented employees and to avoid costly turnover, which significantly impacts operations in small agencies like the District; and

WHEREAS, the District's Board of Directors determined that District employee total compensation must remain reasonable in comparison to similar, competitive agencies and must assure that the District can continue to fulfill its mission to customers of providing quality, reliable, efficient services in a fiscally responsible manner; and

WHEREAS, the District and IAFF have negotiated and agreed to a new 5-year MOU (attached), effective from July 1, 2023 through June 30, 2028; and

WHEREAS, IAFF ratified said MOU; and

WHEREAS, said MOU covers all represented fire employee classifications, which currently includes:

- Fire Captain (Shift Personnel); and

WHEREAS, in accordance with District Resolution #16-19, benefits provided in said MOU will also apply to Regular exempt employees in the District's Fire Division.

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of Twain Harte Community Services District:

1. Approves the attached MOU with the Stanislaus Consolidated Firefighters L3399, IAFF, effective July 1, 2023 through June 30, 2028; and

2. Finds that said MOU provides a competitive employee total compensation package that:
 - a. Assures continued quality, reliable, efficient services in a fiscally responsible manner.
 - b. Attracts and retains competent, qualified and talented staff.
 - c. Reduces employee turnover, which result in significant costs and operational inefficiencies and interruptions.

PASSED AND ADOPTED, by the Board of Directors of Twain Harte Community Services District at their Regular Meeting held on May 10, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Eileen Mannix, Board President

Kimberly Silva, Board Secretary

MEMORANDUM OF UNDERSTANDING

BETWEEN:

Twain Harte Community Services District

and

**Stanislaus Consolidated Firefighters L3399,
IAFF**

EFFECTIVE:

July 1, 2023

through

June 30, 2028

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PREAMBLE

THIS MEMORANDUM (hereinafter referred to as “MOU”), entered into this _____, is by and between Twain Harte Community Services District (hereinafter referred to as “Employer”, “District”, or “THCSD”) and the Stanislaus Consolidated FireFighters L3399, IAFF (hereinafter referred to as “Union”). This MOU shall be valid until June 30, 2028.

The purpose of this MOU is to achieve and maintain harmonious relations between the District and the Union, to provide for equitable and peaceful adjustment of differences which may arise, and to establish wages, hours and other conditions of employment.

Whereas, the Union and the Employer have negotiated a Memorandum of Understanding covering wages, hours and other terms and conditions of employment; and

Whereas; the parties desire to reduce the MOU to writing, and

Now, therefore, in consideration of the mutual promises herein set forth, the parties hereto agree as follows.

1. RECOGNITION

Twain Harte Community Services District recognizes the Stanislaus Consolidated Firefighters L3399, IAFF as the sole and exclusive bargaining agent with respect to rates of pay, wages, hours of work and all other conditions of employment for all Employees covered by this MOU.

The Employer and the Union agree that the Employees covered by this MOU shall consist of the following all Full-time Employees in its Fire Department excluding Management Personnel and to any Employees who are added to the bargaining unit by unit clarification, accretion and/or agreement by the parties.

This MOU shall also apply to any other classifications which may be established and appropriately placed within a bargaining unit where the exclusive bargaining representative is the Union.

In this memorandum, when referring to “The Union” this refers to the International Union (IAFF) and when referring to “The Local” this refers to Local 3399.

2. MUTUAL RESPECT – UNION/MANAGEMENT RELATIONSHIP

The Employer and the Union recognize that it is in the best interest of both parties, the employees and the public, that all dealings between them continue to

be characterized by mutual respect. To insure that this relationship continues and improves, the Employer, the Union and their respective representatives at all levels will apply the terms of this contract fairly in accord with its intent and meaning, and consistent with the Unions status as the exclusive bargaining representative of all employees in the Unit. Each party shall bring to the attention of all District employees covered by this MOU, including new hires, their purpose to conduct themselves in a spirit of responsibility and respect and of the measures they have agreed upon to ensure adherence to this purpose.

3. SAVINGS CLAUSE

The parties agree that should any part of this MOU be held invalid by any court of competent jurisdiction the remainder of the MOU shall remain in full force and effect and shall not be invalidated by such court action. In the event that any part of the MOU is thus invalidated, the parties will enter into immediate negotiations to cure such defect.

4. NO CESSATION OF WORK

It is agreed between the Employer and the Union there shall be no lock-outs of any kind or for any cause on the part of the Employer and that there will be no strikes (including sympathy strikes and secondary strikes) or other cessation or interference of work of any kind on the part of the Union on account of any controversy whatsoever during the term of this memorandum.

5. NO DISCRIMINATION

There shall be no discrimination by the Employer against any Employee on account of membership in or activity on behalf of the Union, provided that such Union activity shall not interfere with any Employee's regular work.

Neither the Employer nor the Union shall discriminate against any Employee on account of race, sex, age, creed, color, national origin, or political affiliation, veteran's status, sexual orientation, Union activity protected under the PERB or other basis in violation of applicable federal, state or municipal law. The Employer and the Union also agree that they shall comply with the Americans with Disability Act and where such compliance requires departure from provisions of this MOU, The Employer shall notify the Union and, upon request, shall meet and confer on the proposed action and any alternative proposals by the association.

6. TIME OFF FOR UNION ACTIVITIES

Union Stewards, or temporary appointee as designated by the Union, will be

granted reasonable time off to carry out the business of the Union. Such time off will be without pay but will be considered as time worked for the purpose of determining seniority, wage increases and other benefits. Time off for Union business shall only be granted by the District's General Manager and shall not exceed 48 hours per individual annually, unless granted by the General Manager. District requirements shall come first and absence shall not interfere; however, time off will not be reasonably denied.

7. MEMBERSHIP DUES/COPE DEDUCTION

Employees may at any time execute a payroll deduction authorization form (including any Union dues, fees or assessments permitted by law) as furnished by the Union.

The Union will be custodian of records for such deduction authorization and will provide the District with a certification that it has and will maintain an authorization, signed by the individual from whose wages the deduction or reduction is to be made. The Union shall not be required to provide the employer a copy of the Employee's authorization unless a dispute arises about the existence or terms of the authorization. However, the Union will provide the District with adequate information in the certification document (attached to this MOU) for each Employee to allow the District to identify the appropriate level of deductions.

The District shall begin deductions in the amount prescribed by the Union in the first full pay period following 30 days after receipt of the written certification of Employee authorization from the Union.

The District shall direct Employee requests to cancel or change deductions to The Union and shall rely on information provided by Union regarding whether deductions for the Union were properly cancelled or changed.

The Union shall indemnify the District, its officers and employees, for (a) any claims made by an Employee for deductions made in reliance on The Union's certification regarding a dues deduction authorization and (b) any claims made by an Employee for deductions made in reliance on information regarding changes or cancellations to the deduction authorization.

8. UNION BULLETIN BOARDS

The Employer will provide and install one (1) Union Bulletin Board in each location that members of the bargaining unit report to work. This bulletin board shall be used exclusively for the purpose of posting Union material.

9. NEW EMPLOYEE ORIENTATION

An integral part of each represented Employee's tenure with the Employer is an understanding of the MOU and the role of the Union in the employment setting. As such, each new Employee, as part of the new employee orientation day (general orientation), may attend an optional one (1) hour paid session where s/he will receive an overview of the Union and its program. The session will be conducted by a Union representative designated by the Union. Each Employee must sign that s/he attended and failure to attend will carry the same consequence as if the Employee missed any other part of the orientation. No disparaging comments will be made regarding management or the Employer. The Employer shall receive copies of all materials to be distributed at the orientation, which shall include but not be limited to, a copy of provisions of the MOU, a Union membership card, a list of Union representatives prepared by the Union showing their departments and/or work areas and telephone numbers. The Employer shall provide to the Union a list of all Employees attending the orientation as many days possible prior to such orientation and no later than the day of the orientation.

10. PROGRESSIVE DISCIPLINE

No employee who has passed their probationary period shall be disciplined, reprimanded or discharged without just cause as defined in District Policy Section 2150.101. All written disciplines, reprimands and discharge notices shall be signed by the Fire Chief or the General Manager and given to the employee and the shop steward.

Probationary employees are not included under this Policy.

The following is a guideline for progressive discipline of Employees by the Employer:

1. First Written Warning (all pertinent facts are part of the notice).
2. Second Written Warning
3. Unpaid Suspension
4. Termination

However, it is understood that the Employer is not strictly bound by this guideline and that the Employer can seek a higher level of disciplinary action for more severe acts of misconduct with just cause.

Any disciplinary actions instituted by the Employer will be conducted in accordance with the Firefighter Bill of Rights Act – Government Code § 3250-3262 ("FBOR"), including but not limited to the following:

- Disciplinary investigations will be conducted in accordance with the procedural obligations noted in Government Code section 3253.
- Employees are entitled to administrative appeal rights for any punitive actions in accordance with Government Code Sections 3254 and 3254.5 and as provided in this Article.
- Rights to review and respond to any adverse comments placed in any file used for personnel purposes as provided under Government Code sections 3255 and 3256.
- Rights to request removal of personnel documents under Government Code Section 3256.5.

WRITTEN WARNINGS

An employee who is issued a written warning by the Employer as a progressive disciplinary action has the right within fifteen (15) calendar days of the receipt of the written warning to request an administrative appeal informal hearing before the General Manager in accordance with Government Code section 11445.10, *et. seq.* of the Administrative Procedures Act.

UNPAID SUSPENSION OR TERMINATION OF EMPLOYMENT

For any employee who is issued an unpaid suspension, or termination of employment, the following procedures apply:

1) Proposed Notice of Discipline - Procedure

If the Employer proposes an unpaid suspension or termination of employment, the employee shall be served with a written notice of the proposed disciplinary action. Such notice shall:

- State the charges and specifications against the employee;
- Include all information relied upon in making the decision to propose disciplinary action.
- Advise the employee of the right to respond to the proposed discipline, either orally or in writing to the General Manager or his or her designee within five (5) working days from the date the proposed discipline was served on the employee,
- State that the employee's response will be considered before the proposed disciplinary order goes into effect including a pre-disciplinary Skelly conference prior to the imposition of the proposed discipline.

2) Employee Response and Skelly Conference

Upon the employee's request within five (5) working days following service of the Notice of Proposed Discipline, a pre-disciplinary Skelly conference that will be overseen by the General Manager or his or her designee will

be scheduled. The pre-disciplinary Skelly conference is an informal meeting for the employee to provide a response to the proposed disciplinary action. It is not a formal or adversary hearing and the employee shall not be entitled to call or cross-examine witnesses. The employee shall have the right of representation at the Skelly conference, if so requested.

In the alternative, an employee may also provide a written response to the proposed discipline to the General Manager or his or her designee within five (5) working days following service of the Notice of Proposed Discipline.

The General Manager may, after consideration of all information received, decide to sustain, modify, or reject the proposed disciplinary action.

Service of an order for disciplinary action or any notice required to be given to an employee will be deemed sufficient and complete when delivered in person to the employee to whom it is directed, or when it is sent by certified mail, postage prepaid, to the last known address of the employee.

3) Final Notice of Discipline

If an unpaid suspension or termination of employment is proposed by the Employer, a written final Notice of Discipline shall be provided to the employee at some point either after the Skelly Conference is conducted or following the expiration of the five (5) working day period to provide a response to the proposed discipline, and shall include the following information:

- The level of discipline, if any, to be imposed, as well as the charges and a summary of facts on which the disciplinary action is based.
- The effective date(s) of the disciplinary action.
- A copy of all written materials, reports, or documents upon which the discipline is based.
- Any rights of appeal of the disciplinary action.

4) Post-Discipline Administrative Appeal

An employee who is issued a final disciplinary action of an unpaid suspension or termination of employment has the right to request a post-discipline evidentiary appeal hearing as provided under Step 5 of Article 11 (“Grievance Procedure”) of this MOU within fifteen (15) calendar days of the Final Notice of Discipline.

11. GRIEVANCE PROCEDURE

Section 11-1

It is the intent and purpose of this article to provide for the presentation and adjustment of the employee grievances. The Employer and the Union/Local agree that Employees covered by this MOU shall have the right to use the following procedures to grieve matters involving the interpretation and application of specific provisions of this MOU, or policy. "Work day" shall be defined as Monday through Friday, 0700 to 1800 hours. A grievant may have a Union representative present at all steps of the grievance process.

DEFINITION OF GRIEVANCE

A grievance is a complaint by one or more employees concerning the application, omission or interpretation of a District ordinance, rule, policy, practice or procedure within the scope of this MOU affecting the employee's wages, hours and working conditions or discipline. A grievance must identify the effected employee(s). Appeals of any disciplinary actions are excluded from the definition of a "grievance", and do not follow this Grievance Procedure except as otherwise provided in Article 10 ("Progressive Discipline") of this MOU.

STEP 1 – FIRE CHIEF

When an employee has a grievance, he/she shall contact his immediate supervisor in an attempt to resolve the problem at the lowest level. At the request of the employee, a Local representative shall be present. It is the intent of the Employer that Union/Local representation shall be provided expeditiously on the work day it is requested, when operational needs permit. Upon hearing the grieved subject matter, the Employer representative shall give an answer by the next work day, as described above. Grievances settled in the first step must not be of a precedent-setting nature, nor establish a precedent on any subject matter which may be binding on either party.

STEP 2 – GENERAL MANAGER

If the grievance is not settled in step one, the grievant must submit his grievance in writing on the approved grievance form to the General Manager within five (5) working days. The General Manager shall respond in writing within five (5) working days. If the General Manager fails to respond within the time frame, the grievant has the right to move to the next step.

STEP 3 – FIRE COMMITTEE

If the grievance is not settled at step 2, the grievant may present the grievance to the Local at the Local's next regularly scheduled union meeting to determine if the Local will support the cause. The Local or the grievant has a maximum of five (5) working days from the date of the Union meeting to submit the grievance in writing to the Employer's Fire Committee. The Fire Committee shall render a decision thereon in writing within five (5) working days after their next regularly scheduled meeting.

STEP 4 – BOARD OF DIRECTORS

If no agreement can be reached in Step 3, the grievance may be submitted to the Employer's Board of Directors. The grievant has a maximum of five (5) working days from receipt of the response from the Fire Committee to submit the grievance in writing to the Board of Directors. The Board of Directors shall render a decision thereon in writing within five (5) working days after their next regular or special Board meeting. The grievant can request the Board of Directors be called to a special meeting to hear a matter, in the event of time sensitivity.

STEP 5 – ADJUSTMENT BOARD

If no agreement can be reached in Step 4, the grievance may be submitted to an Adjustment Board. The Adjustment Board shall be comprised of one (1) Local representative, one (1) management representative and one (1) representative from the State Mediation and Conciliation Service. The State Mediation and Conciliation Service will be requested to send a list of at least five (5) qualified arbitrators. The Union and the Employer will mutually agree to select one of the arbitrators from the list. If an agreement is unable to be reached, each party shall alternately strike one name from the list and the last remaining name shall serve as arbitrator. The first party to strike a name shall be determined by the toss of a coin.

It shall be understood in disputes involving interpretation of the MOU, that the arbitrator will only interpret this Memorandum of Understanding and will not have the power to add to, delete from, or amend any part of this agreement. All fees and costs of the arbitrator and court reporter, if any, will be shared equally. The decision of the Adjustment Board shall be final and binding on all parties.

Section 11-2

Any of the time requirements in the above Steps 3 through 5 may, upon request of either party, be extended by mutual agreement.

Section 11-3

Any grievance must be filed promptly but in no event later than five (5) working days after the occurrence, or primary knowledge of, the event grieved or it shall be deemed to have been waived by the aggrieved party.

Vacation periods, authorized leaves of absence, holidays, FMLA and/or sickness will be excluded from the time limits as set forth.

It is understood and agreed that in the event of failure on the part of the Employer to answer any grievance within the prescribed period of time set forth above, the Local shall have the right to appeal to the next step without a decision unless the time requirement has been extended by mutual agreement.

Section 11-4

It is recognized that the nature of the grievance may be such that its initiation at a step above Step 1 is appropriate. In such cases, the Employer and the Local may

agree to grievance initiation at a higher step of this grievance procedure.

Section 11-5

For purposes of communication regarding Steps 2 through 5 of the grievance procedure, both parties/sides involved with the grievance will openly communicate the best methods for delivering and responding to the grievance. Every effort will be made to ensure the other party knows when a response has been sent, however; it is not the sender's responsibility to see that the response has been read within the time frame permitted. Failure to open, or read a response, does not extend the response period. Hand delivered, electronic mail, and/or USPS mail are accepted methods of delivery. Every effort should be made to ensure both sides understand the timeline(s) involved.

Section 11-6

Notification: A grievance shall be submitted in writing (following step one) and shall include, at a minimum:

1. Nature of the grievance
2. Date when the incident occurred.
3. Description of the incident
4. Rule or policy violated, and
5. Specific remedy sought by the employee(s).

Section 11-7

In the event that a grievance involves, or directly affects, an individual normally included in the response process of any of the steps, that individual shall recuse himself from the process and yield to either his counterpart or to his supervisor.

12. PERSONNEL FILES

EMPLOYEE ACCESS

1. Employees who wish to review their own files shall provide a written request to their immediate supervisor and shall normally have such request granted within a reasonable amount of time not to exceed 30 days. Additionally, the file shall be reviewed within the presence of management.
2. Copies of relevant materials within the personnel file shall be provided on written request by the employee. Relevant materials include items in which the employee has signed, initialed or are in regards to their job performance. Written requests for copies of other materials already contained in the personnel file shall not be unreasonably denied.
3. Employees will receive copies of all disciplinary notice(s) placed in their personnel files and shall have the right to rebut in writing any disciplinary notice. Such rebuttals, other than grievances, shall be attached to the disciplinary notice and placed in the personnel file.

4. In any case where the Employer and the Union agree to revise personnel record materials, the Employer shall provide evidence of the revision.

MANAGEMENT ACCESS

A member of management may view only the personnel files of Employees who are currently in his/her area of responsibility, or are a prospective candidate for a vacant position in his/her area of responsibility. In handling personnel files, management shall maintain the security and confidentiality of such files and store such files in a secure area when not in immediate use.

PURGING THE PERSONNEL FILE

1. Disciplinary materials, including complaint letters, shall be removed from an Employee's personnel file after twenty-four (24) months.
2. If grieved or arbitrated and/or the charges of the offense are determined to be without merit or otherwise withdrawn, all records shall be removed, including references from individual personnel files and placed in a sealed envelope labeled, "Confidential: Do Not Open". Correspondence must be sent to the Union President assuring items have been removed from said file.
3. It is understood by both parties that the Employer shall not be required to remove copies of public records or documents which are required to be retained by applicable law, government regulations, or other legal requirements.

ELECTRONIC FILES

In the event that all or part of the personnel file becomes computerized or stored in any other form than the paper files currently used, all these same provisions shall apply.

13. UNION REPRESENTATION/UNION ACCESS

Union representation/Union access shall be pursuant to the Firefighters Bill of Rights.

14. PROBATIONARY PERIOD/EMPLOYEES

New Employees

An employee who has been newly hired to the District to fill a regular position in any job classification and has fewer than twelve (12) months of continuous service with the Employer is a probationary employee. Upon completion of twelve (12) months of continuous service in said work classification, and upon the General Manager's decision to retain said employee, the probationary period shall be deemed complete and said employee shall no longer be considered a probationary employee. Prior to completion of the probationary period,

employees are at-will and can be terminated by the Employer at any time with or without reason or with or without notification or right of appeal.

Promoted Employees

An employee who has completed the new employee probationary period with the Employer, but has been promoted to fill a new regular position in any job classification and has fewer than twelve (12) months of continuous service with the Employer in said job classification is a probationary employee. Upon completion of twelve (12) months of continuous service in said work classification, and upon the General Manager's decision to retain said employee in said job classification, the probationary period shall be deemed complete and said employee shall no longer be considered a probationary employee. Prior to completion of the probationary period for promoted employees, the Employer may demote employees to their previous job classification at any time with or without reason or with or without notification or right of appeal.

Probation Extension

The General Manager has the discretion to extend the probationary period for up to six additional months for a maximum total of eighteen months if any issues arise in the twelve month probationary period that require further evaluation. Any such extension shall be in writing, issued prior to the end of the initial twelve months.

15. MANDATORY MEETINGS AND REQUIRED TRAINING

MANDATORY MEETINGS AND TRAINING

All Employer or governing agency mandatory meetings or required on-site training will be paid by the Employer. If an Employee is already working a shift during those hours, his/her pay will continue as usual as if s/he were working his/her normal shift. If an Employee must come in on his/her time off in order to fulfill a meeting or training, s/he will be paid not less than two hours, even if the meeting lasts less than two hours. If actual time spent in such meetings or at such functions exceeds the minimum two (2) hours, employees will receive compensation for actual time of attendance. If the Employee has exceeded the overtime threshold for a 28-day work period, all such hours will be paid as overtime. The Employer will provide at least fifteen (15) days notice for mandatory meetings or required training that occurs outside an Employee's regular schedule, except in cases of emergency situations, as deemed by the General Manager. Employees will not attend mandatory meetings or complete required training without compensation.

EDUCATION AND TRAINING TIME

The parties agree that off duty voluntary attendance at non-required training courses, for the purpose of individual career advancement shall not be counted as work time, even though the District may pay for all or part of such training. The employee is responsible to find the necessary time off to attend the approved classes. The employee may use any available annual leave or trade time as

approved, per District policy.

CERTIFICATIONS

For job classifications that require state certifications, the employer will provide paid time to complete their required continuing education hours. If it is during their regular scheduled shift they will be compensated at their regular rate of pay to maintain their continuing required education hours and the Employer will pay for the costs of any required certification/training/education to obtain and maintain certifications. The Employer reserves the right to determine level of certification requirements needed for each job classification. Employee supervisor and/or General Manager also reserve the right to determine if training will be electronic, by correspondence or if travel is required. All certification training must be pre-approved at department head level. Employees who fail to obtain or maintain required certifications shall be subject to disciplinary action up to or including termination.

Attendance outside regular working hours at specialized or follow-up training that is not required by law for certification does not constitute compensation hours of work.

16. EMPLOYEE CLASSIFICATIONS

REGULAR FULL-TIME EMPLOYEES

A regular full-time employee has an established job classification, works a Kelly schedule (48 hours on, 96 hours off) on a continuing basis over a full twelve (12) month year and has successfully completed the initial probationary period and is entitled to all employee benefits.

17. HOURS OF WORK/MEALS & REST PERIODS

Due to the fact that employees work a 24 hour shift, two (2) days or 48 hours on and four (4) days or 96 hours off, employees will begin the shift at 8:00 AM and be entitled to one, one (1) hour meal period during the business day and one, 15 minute break during the first half and second half of the business day. For the remainder of the shift, rest periods and meal periods shall be at the convenience of the employee as long as it doesn't interfere with training or other scheduled functions. Shift personnel must be up, dressed and ready to perform duties before 8:00 AM.

18. OVERTIME & COMPENSATORY TIME OFF

OVERTIME

Overtime includes all hours worked by an Employee in excess of 212 hours in a 28 day work period (FLSA overtime threshold).

Overtime is pre-authorized for the following events:

- Covering a shift vacancy to maintain minimum paid staffing levels.
- Reimbursable staffing requests (i.e. strike team, county cover, etc.)
- Regularly scheduled training.
- Mandatory meetings.
- Regularly scheduled shifts.

Overtime for all other events shall be authorized by the Fire Chief or his designated representative in advance. If prior authorization is not possible due to emergency conditions, a confirming authorization must be sought as soon as feasible.

Backfilling vacancies in the Full-Time Captain classification will be first offered to good standing Relief Captains unless such vacancies are created by "reimbursable staffing requests". If Relief Captains are not available 72 hours after initial notification of the vacancy backfill opportunity, overtime will be offered to another Full-Time Captain. All Full-Time Captains will receive notification of the vacancy when the initial notification is sent to Relief Captains to inform them of potential overtime opportunities and to ensure adherence with the 72-hour notification period. Every attempt will be made to keep overtime hours as even as is feasible and practical while continuing to maintain minimum staffing.

Authorized overtime is compensated at one and one-half (1 ½) times an employee's regular rate of pay. If an employee exceeds the FLSA overtime threshold within a pay period, all eligible compensation, both straight and half time, will be included in that employee's paycheck for the same pay period, regardless of whether or not the work period has ended. Trades of shifts between Employees shall not constitute overtime compensation.

MANDATORY DUTY TIME

The Employer strives to maintain a constant minimum staffing level (24 hours per day, 365 days per year) of at least two people. The constant staffing shall be comprised of at least one Full-Time Captain or Relief Captain and one volunteer, reserve, relief or intern personnel.

If a planned or emergency situation prevents a scheduled Full-Time Captain from being on duty and no Relief Captains are available, mandatory duty time will be instituted. Mandatory duty time will be assigned in 12 or 24 hour blocks to maintain the constant minimum staffing level for the following events:

- The on-duty Full-Time Captain or Relief Captain becomes sick or is injured while on duty and is not capable of completing the remainder of assigned shift.
- A Full-Time Captain submits a vacation request 30 days prior to scheduled absence for a day that is not recognized by the District as a holiday, and no fulltime or relief staff have volunteered to accept extra duty time nor have any trade requests have been approved.
- Any emergency incident that is within the geographical perimeter of the District or is directly and immediately threatening the District.

- The District receives a request to fill a state or federal assignment to support the master mutual aid agreement and one Full-Time Captain desires to take the assignment to benefit himself and his crew members, but no full-time or relief staff have volunteered to accept extra duty time. The District will not mandate a Captain to take an assignment.

Personnel selection for mandatory duty time will start at the beginning of the fiscal year with the Full-Time Captain having the least seniority and will continue based on the Full-Time Captain with the least amount of mandatory duty time hours for the fiscal year. Mandatory duty hours will reset at the beginning of each fiscal year.

Mandatory duty time will be considered overtime if the FLSA threshold has been reached within the work period.

The Fire Chief will be responsible for finding shift coverage for unplanned sick leave and leave that is requested more than 30 days in advance of said leave. Full-Time Captains will be responsible for finding shift coverage for all other types of leave.

COMPENSATORY TIME OFF

Employees may elect to earn Compensatory Time Off (CTO) in lieu of receiving overtime pay. CTO will be earned at the rate of time and one half and can be accrued up to a maximum of 144 hours within a fiscal year. All CTO must be used within the fiscal year. Unused CTO will be paid to the employee in June of each fiscal year.

19. ON-CALL DUTY

ON-CALL PAY

Employees are paid the following for being on-call, regardless of whether or not they are called in to work:

Weekdays:	\$45
Weekends/Holidays:	\$50

CALL-OUT PAY

Any employee called back to work after the regular work shift (call-out) shall be entitled to call-out pay, which is a minimum of 2 hours.

Special tours of duty scheduled in advance (24-hour notice) are not call-out hours for purposes of this section.

20. HIGHER CLASSIFICATION

An employee assigned by management to work in a higher paying job classification in which the employee works more than 51% of his/her normal shift, shall be paid at the higher classification for the entire day(s).

21. UNIFORM ALLOWANCE & CELL PHONE STIPEND

The Employer will pay Regular Full-Time Employees a taxable uniform allowance stipend of \$1,000 per each following fiscal year. Uniform allowance stipends will be paid in equal installments in regular paychecks throughout the year. The Employer will provide personal protective equipment and foul-weather gear as required. Employees will be responsible for purchasing and maintaining their own wildland boots; however, the District will reimburse employees for one initial set of wildland boots in an amount not to exceed \$500 (receipt required for reimbursement). If employees are required to have Class A uniforms, the District will provide that at no charge to the employee.

Employees required to possess cellular phones per Employer Policy 2120, "District Cellular Telephones", may elect to use their personal cellular phone instead of an Employer-provided cellular phone. Employees who elect to use their personal cellular phone will receive a monthly stipend of \$40 per month. Employees electing to receive the stipend must possess and maintain a personal cellular phone capable of performing the required employer business functions and must make their personal cellular phones available for all business uses while they are at work of performing on-call duty.

22. PROMOTIONS

Any employee shall have the right to apply for any vacant position and shall be evaluated and considered in the same manner as all other applicants. Current, qualified employees applying for the position will be given special consideration. An employee who is promoted will be changed to the first step within the range for the new classification which results in a pay increase over the employee's rate of pay in his old classification.

23. LAYOFFS & RECALL

If permanent lay-off and/or temporary lay-off of one week or more is foreseeable for any employee(s), then ten working days notice, or ten days pay in lieu of notice, shall be given to the employee(s) involved. Seniority, and qualifications, shall be considered as factors in determination of lay-off status.

For a period of one year from the affected date of layoff, an employee who was laid off shall be offered recall to their prior job title if the position becomes

available. The employer shall notify the employee by certified mail at their last known address and the former employee shall have fifteen (15) calendar days to respond to the notice. This time period will commence upon the Employer's receipt of certified mail notification. Failure on the former employee's part to respond constitutes a rejection of the recall offer. Total process time may not exceed forty-five (45) calendar days from date of certified mail receipt of mail being sent.

24. HEALTHCARE/DENTAL/VISION

HEALTHCARE AND DENTAL

The Employer provides accident, health and hospital insurance to benefited employees and their dependents. The Employer will provide the Silver PPO Plan through Special District Risk Management Authority (SDRMA) and will continue to provide coverage equal to this for the life of this Contract.

The employee share of the health premiums will be 10%.

In addition to the healthcare insurance plan, the Employer will provide a Health Reimbursement Arrangement (HRA) account to each employee. The Employer will contribute the following amounts into each employee's HRA account at the beginning of each calendar year:

- \$4,250 Single Employees w/no Dependents
- \$6,250 Employees who are Married or have one Dependent
- \$7,250 Employees with Family of 3 or more

Unspent HRA funds will not rollover each year..

Funds placed into employee's HRA accounts can be used for dental expenses and will be the District's only contribution toward employee dental expenses. No other dental insurance will be provided.

EMPLOYEES WHO DECLINE HEALTHCARE COVERAGE

Up to 25% of the District's employees may decline healthcare coverage. Any employee who has declined coverage prior to the effective date of this Contract will have the right to continue to decline coverage. New opportunities to decline health coverage will first be offered to employees with the most seniority.

Employees who decline healthcare coverage must provide proof of minimal essential health coverage through another group coverage plan.

Employees who decline medical coverage prior to January 1, 2019, will receive the following:

1. 50% of the premium that would have been paid by the Employer.

2. The Employer will contribute the following amounts into employee's HRA account at the beginning of each calendar year for health and dental costs:

- \$2,875 Single Employees w/no Dependents
- \$4,125 Employees who are Married or have one Dependent
- \$5,125 Employees with Family of 3 or more

Employees who opt to decline coverage after January 1, 2019, assuming an opportunity to decline is available, will not receive the above benefits. Instead, the District will contribute the following amounts into each employee's HRA account at the beginning of the calendar year for health and dental costs, provided that these amounts shall never exceed the IRS maximum allowable contribution:

- \$5,050 Single Employees w/no Dependents
- \$10,250 Employees with one or more Dependents

VISION

The Employer provides vision care insurance to all benefited employees and their dependents at no cost to the employee.

25. RETIREMENT

The Employer provides benefited employees covered under this MOU with retirement benefits through the California Public Employees Retirement System (CalPERS).

For benefited full-time employees hired before January 1, 2013 or for "classic members", as defined by CalPERS, hired after January 1, 2013, the benefit plan is 3% @ 55 retirement formula. The employee is responsible for payment of the entire employee contribution rate for this plan, as determined by CalPERS.

Benefited employees hired on and after January 1, 2013, and designated as "new members" to CalPERS who are safety employees shall be enrolled in the 2.7% at 57 retirement formula as required by law under PEPRA. As required under PEPRA, "new members" shall:

- Individually pay an initial Member contribution rate of 50% the normal cost rate for the Defined Benefit Plan in which said "new member" is enrolled, rounded to the nearest quarter of 1%, or the current contribution rate of similarly situated employees, whichever is greater; and

- Have “final compensation” measured by the highest average annual pensionable compensation earned by the member during a period of at least 36 consecutive months.

Any provision in this MOU which contradicts any provision of PEPRA, shall be deemed null and void, with the contrary PEPRA provision(s) being given full force and effect.

26. PAID TIME OFF (PTO)

SUBPOENA

Any Regular Full-Time Employee who is subpoenaed to appear before any court, concerning Employer business, commission, board, or other legally constituted body for the purpose of testifying on behalf of the Employer will be paid their regular pay. Hours paid for witness duty on behalf of the Employer will be counted as hours worked for the purpose of computing vacation pay, health & welfare and pension contributions. If an employee is not a party to proceedings and is subpoenaed, the Employer will pay the employee their regular pay, however if subpoenaed for any other reason, the time off will be excused but not paid.

JURY DUTY

Any Regular Full-Time Employee who is required to report to jury duty or jury panel service will be paid their regular pay, not to exceed eight (8) hours per day or forty-eight (48) hours per week. The employee will keep all mileage checks issued by the court. Hours paid for jury duty will be counted as hours worked for the purpose of computing vacation pay, health & welfare and pension contributions.

DEATH IN IMMEDIATE FAMILY

A Regular Full-Time Employee who is absent because of the death in the employees immediate family shall be excused with pay for a maximum of forty-eight (48) hours. Immediate family means spouse, or significant other, living in the same household, child, mother, father, brother, sister, grandparents, mother in law, father in law, brother in law, or sister in law. Family members covered include: Biological, Adopted, Foster, Legal Guardian or Step-Parent & Step Child. This definition may be expanded by the employer to include other persons the employee had enjoyed a parent or family like relationship.

ADDITIONAL TIME OFF

Each benefited employee will be credited with 24 hours of ATO on July 1, 2018. The entire 24 hours of ATO must be used by the employee in the 2018-19 Fiscal Year. Employees shall request to use ATO in accordance with the District's normal vacation time off request procedure. In lieu of using the 24 hours of ATO, the employee may cash out in the first pay period of the 2018-19 fiscal year, at the employee's current base rate of pay, all or any portion of the 24 hours. If the employee does not use the full balance of ATO by July 1, 2019, the remainder

will be paid out to the employee at that time. The 24 hours of ATO will be prorated for any employee who begins after July 1, 2018.

27. SICK TIME

Sick time will remain in effect as in the District Policy for the duration of the MOU.

28. RETIREE HEALTHCARE

The Employer will offer participation in the below plans (or equivalent) for retiree healthcare. The entire cost of participating in these plans shall be borne by the retiree.

- Special District Risk Management – Gold PPO Plan
- Special District Risk Management – Silver PPO plan
- Special District Risk Management – Kaiser Plans

29. OTHER BENEFITS

The Employer will provide access for other benefits carriers, such as AFLAC, to provide other benefits at the employee's expense. Other benefits include life insurance, accident, short term disability, cancer indemnity, hospital confinement sickness indemnity, hospital protection and specified health event protection.

30. HOLIDAYS

The following shall be recognized and observed as paid holidays:

- New Years Eve
- New Years Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Eve
- Christmas Day

Due to constant staffing requirements for emergency, fire personnel must work on holidays. Regular full time employees shall receive eight (8) hours pay for

each of the holidays listed above when off duty, and time and a half when on duty. Payment of holiday pay will be made in the same pay period in which the holiday falls.

In addition to those days listed above, all Regular full-time employees covered under this MOU shall be provided paid holiday time off for the following days:

- Two (2) personal leave days (floating holiday) per fiscal year, taken one full day at a time.
- Any day declared as a holiday by the President of the United States or Governor of the State of California.
- Any day declared a holiday at the discretion of the General Manager.

31. VACATIONS

Paid vacation time is provided by the Employer to benefited employees and is intended to be a period of exemption from work with pay for the purpose of rest, relaxation, and recreation. This respite is a benefit and is intended as an aid in maintaining a long term and consistent productivity and contentment of the employee. Paid vacation time shall be accrued monthly according to the following schedule:

1-4 years of service: 2 tours**

5-9 years of service: 3 tours**

10-15 years of service: 4 tours**

16+ years of service: 5 tours**

** One tour is equivalent to 48 hours.

*** Employees must have 6 months of continuous service prior to using accrued vacation.

The Employer will not require an employee to take vacation time in lieu of sick leave during periods of illness. However, an employee may elect to take vacation time in case of extended illness where sick leave has been fully used.

If a holiday falls on a work day during an employee's vacation or other paid leave, that employee shall receive 8 hours of holiday pay and will be required to use the appropriate paid leave time for the remainder of work hours for that day.

While the Employer desires employees to use accumulated vacation time, employees may request such pay from accumulated vacation time up to 96 hours of their earned vacation per fiscal year.

An Employee may accrue up to a maximum of two (2) years of earned vacation time. Once the cap is reached, no further vacation will accrue until some vacation time is used.

At termination of employment for any reason, the Employer shall compensate the employee for his/her accumulated vacation time at his/her straight time rate of pay at the time of termination.

32. LEAVES OF ABSENCE

MEDICAL LEAVE

A medical leave of absence may be granted to employees covered under this MOU for non-work-related temporary medical disabilities (other than pregnancy, childbirth and related medical conditions) for up to four (4) months with a doctor's written certificate of disability. Medical leaves requested for periods of longer than four months will be at the discretion of the General Manager and will be considered on an individual case-by-case basis.

The Employer will continue to pay its share of the premiums for disability, medical, dental, vision, and like insurance for benefited employees on authorized medical leave of absence without pay for up to thirty (30) days on such leave. Thereafter, continuing such premium payments will be at the discretion of the General Manager. Should any Employer-provided insurance coverage be terminated, the General Manager will notify the employee of such termination and inform the employee of available options. Upon return to work, employees will become eligible for reinstatement in accordance with the terms of the agreement with the insurance carrier in effect.

Requests for leave should be made in writing as far in advance as possible. If an employee is granted a medical leave the Employer will pay that employee sick pay for the period of time equivalent to the employee's accumulated sick pay earned. Employees also may use any paid vacation time or compensatory time off previously accrued to supplement sick time. Unless sick leave, vacation or compensatory time off benefits are available, medical leaves of absence are without pay. Vacation and sick leave is not earned during the unpaid portion of the medical leave of absence and an employee on medical leave is not eligible for holiday pay.

An approved medical leave begins on the first day the employee's doctor certifies that he/she is unable to work and ends when a doctor certifies that the employee is able to return to work or after a total of four (4) months of leave, whichever occurs first. Supervisors will supply employees with a form for the doctor to complete; showing the date of disability and the estimated date of return to work. An employee returning from a medical disability leave must present a doctor's certificate showing fitness to return to work.

When an employee returns from a medical leave of absence at or before the four (4) month period, the employee will be allowed to return to their former position or some other comparable position. If the employee is on a leave longer than four (4) months, their return to work will depend on job openings existing at the time of their scheduled return.

California workers' compensation laws govern work-related injuries and illnesses. California pregnancy disability laws govern leaves taken because of pregnancy, childbirth and related medical conditions. The Employer will fully comply with these laws. Medical leave shall not be in addition to leave provided by either of these laws.

PERSONAL LEAVE

Employees who are faced with a severe personal problem that does not fall under other law or regulation may, at the discretion of the General Manager, be granted up to six (6) months of unpaid personal leave. An extension of the leave may be granted depending on individual circumstances. Vacation and sick leave is not earned during the unpaid portion of the personal leave of absence and an employee on leave is not eligible for holiday pay. Generally, an employee may be required to pay for Employer-provided insurance during the unpaid portion of their leave. Each request, which must be in writing, is subject to approval by the General Manager based on the type of leave, length of employment and the needs of the Employer. Reasonable advanced notice is important so that arrangements can be made to cover the duties of the employee during the leave.

The Employer will continue to pay its share of the premiums for disability, medical, dental, vision, and like insurance for benefited employees on authorized personal leave of absence without pay for up to thirty (30) days on such leave. Thereafter, continuing such premium payments will be at the discretion of the General Manager. Should any Employer-provided insurance coverage be terminated, the General Manager will notify the employee of such termination and inform the employee of available options. Upon return to work, employees become eligible for reinstatement in accordance with the terms of the agreement with the insurance carrier then in effect.

Approved personal absences of shorter duration than two weeks are not normally treated as leaves, but rather as excused absences without pay.

MILITARY LEAVE

Employees who wish to serve in the military and take military leave will be governed by the provisions of the Military and Veterans Code of the State of California, Section 395, and the Uniformed Services Employment and Reemployment Rights Act (USERRA). Such employee(s) should contact their supervisor for information about their rights before and after such leave. Employees are entitled to reinstatement upon completion of military service provided they return or apply for reinstatement within the time allowed by law. The employee shall be reinstated from the Military LOA at the same salary that he/she would have been eligible to receive had he/she been on the job.

33. WAGES

Provided employees have a satisfactory performance evaluation they shall automatically get Step Advancement increases on July 1st of each year per the current schedule.

The District will adjust base wages during the term of this MOU as follows:

- A) The District will grant general Cost of Living Adjustments (COLA) as follows:
- 5% increase on July 1, 2023
 - 2% increase on July 1, 2024.
 - 2% increase on July 1, 2025.
 - 2% increase on July 1, 2026.
 - 2% increase on July 1, 2027.

34. MANAGEMENT RIGHTS

Nothing in this Memorandum of Understanding is intended nor shall it be construed as denying or in any manner limiting the right of the Employer, in its judgment, to control and supervise all operations and direct all working forces, including, but not limited to the right to select and hire, discharge, suspend or discipline for just cause, classify, lay off, recall, promote, demote or transfer employees or relieve them from their duties, establish schedules, hours of work, shift assignment, maintain existing work rules and modifications thereof as may be reasonable and necessary, and to do any and all things necessary to manage, control and administer its operations efficiently and economically.

Contract Ratification and L3999 Membership Approval:
_____, 2023

TWAIN HARTE COMMUNITY SERVICES DISTRICT:

Tom Trott, General Manager

Eileen Mannix, Board President

STANISLAUS CONSOLIDATED FIREFIGHTERS, L3399, IAFF:

Shawn Ehrenberg, L3399 President

Zac Swanson, L3399 Vice President/Lead Negotiator

Joshua Leslie, L3399 Negotiator

Mark Slater, Twain Harte CSD Representative



Board Meeting Agenda Item Summary

May 10, 2023

ITEM #:	06G	ITEM TYPE:	<input type="checkbox"/> Discussion <input type="checkbox"/> Action <input checked="" type="checkbox"/> Both
SUBJECT:	Discussion/action to approve proposed revisions to Policy #2010 – Employee Compensation, Hours of Work and Overtime.		
RELATION TO STRATEGIC PLAN:	<input type="checkbox"/> N/A <input checked="" type="checkbox"/> Advances Goal/Objective #'s: <u>5.13</u>		

RECOMMENDED ACTION:

Approve proposed revisions to Policy #2010 – Employee Compensation, Hours of Work and Overtime.

SUMMARY:

The Board’s Finance/Policy Committee reviewed Policy #2010 (Employee Compensation, Hours of Work and Overtime) at its recent meeting to advance Strategic Plan Objective 5.13, which aims for the review and update (if needed) of all District policies. Policy #2010 was adopted on December 13, 2007, and was last amended on August 12, 2010.

In 2011, the District entered into a Collective Bargaining Agreement with the Communication Workers of America union. In 2014, the District entered into a Memorandum of Understanding with the International Association of Firefighters union. The two labor contracts define benefits for the District’s non-exempt, benefited employees. The benefits defined in these labor contracts prevail over those set forth in the District’s Personnel Polices (Series 2000 of the District Policy Manual), including Policy #2031. To maintain simplicity and fairness, the District adopted Resolution #16-19 in 2016, which applied labor contract benefits to benefited, exempt employees, including but not limited to holiday, vacation, sick, dental, health, vision, uniform allowance, retirement and other miscellaneous benefits.

As a result of the labor contracts and Resolution #16-19, the Finance/Policy Committee found that Policy #2010 needed to be revised so that the Policy is consistent with the provisions in the current labor contracts. Existing policy requirements not addressed in the labor contracts remained the same. Revisions also included a reorganization of the policy for clarity.

The Finance/Policy Committee recommends that the Board adopt the attached proposed revisions to Policy #2010 – Employee Compensation, Hours of Work and Overtime.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

- Policy #2010 – Employee Compensation, Hours of Work and Overtime (Original Version)
- Policy #2010 – Employee Compensation, Hours of Work and Overtime (Proposed Revisions w/Redlines)
- Policy #2010 – Employee Compensation, Hours of Work and Overtime (Proposed Revisions w/o Redlines)

TWAIN HARTE COMMUNITY SERVICES DISTRICT
Policy and Procedure Manual

POLICY TITLE: Employee Compensation, Hours of Work and Overtime
POLICY NUMBER: 2010
ADOPTED: December 13, 2007
AMENDED: 11/13/2008, 1/8/2009
LAST AMENDED: August 12, 2010

2010.10 PURPOSE

This policy shall apply to all employees.

2010.11 Exempt vs. non-exempt employees are defined as is detailed in the Fair Labor Standards Act (FLSA).

2010.20 REGULAR FULL-TIME EMPLOYEES

2010.21 The Board of Directors has established a salary schedule for each full-time regular position classification within the District. At the time of hiring, an employee shall be placed on the first step of the salary schedule unless otherwise recommended by the Department head and approved by the General Manager.

2010.22 Regular full-time employees shall be entitled to a cost of living increase for the ensuing fiscal year, effective July 1st, if approved by the Board of Directors in the annual budget. Employees are eligible on a fiscal year basis for advancement to the next step on the salary schedule within their position classifications and the limits of the salary schedule, dependent upon satisfactory performance and a written recommendation by the Department Head and approval of the General Manager.

2010.30 TEMPORARY OR SEASONAL EMPLOYEES

Temporary or seasonal employees will be paid at the hourly rate detailed in the salary schedule approved by the Board of Directors. If the temporary employee is provided by a temporary personnel service, said employee will be paid by the temporary personnel service and not the District.

2010.40 REGULAR PART-TIME EMPLOYEES

2010.41 The Board of Directors has established a salary schedule for each part-time regular position classification within the District. At the time of hiring, an employee shall be placed on the first step of the salary schedule unless otherwise recommended, in writing, by the Department Head and approved by General Manager.

2010.42 Regular part-time employees shall be entitled to salary adjustments as provided for regular full-time employees as shown in 2010.22.

2010.50 WORK WEEK AND JOB ASSIGNMENTS

The work week shall consist of seven (7) consecutive days from 12:00 a.m. Monday through 11:59 p.m. Sunday. Work hours normally begin at 7:00 a.m. and end at 4:00 p.m., Monday through Friday. The basic day of work for full-time employees is eight (8) hours, exclusive of a one (1) hour meal period, which is not compensated. Rest periods are provided on employer-paid time for a period of fifteen (15) minutes during each four (4) consecutive hours of work. Such rest periods will be scheduled in accordance with District business requirements and in a location acceptable to the District. Various factors such as workload, operational efficiency and staffing needs may require variations in an employee's starting and quitting times and total hours worked each day or each week. The District reserves the right to assign employees to jobs other than their usual assignments when required. When reasonable justification or public service needs require, employees may be required to work other times such as "on-call time", "call-out time", overtime or hours other than those normally scheduled. As part of its responsibility to its customers, the District expects its employees to be at work as scheduled, to arrange their personal schedules to accommodate the District's established working hours and to notify the District prior to their scheduled start time if they expect to be absent or tardy. If it becomes necessary for non-exempt employees to leave during working hours for personal business, permission to leave must be obtained from the employee's supervisor or the General Manager. A leave application form must be completed for time to be charged to accrued vacation or sick leave.

2010.60 OVERTIME POLICY

2010.61 Employees shall be paid for their hours worked in accordance with all legal requirements. Employees who qualify as administrative, executive or professional employees within the meaning of the State and Federal Wage and Hour laws are exempt from overtime pay and are not subject to this policy. Only non-exempt employees may be authorized to work overtime hours within the meaning of this policy.

2010.62 Overtime should be kept to a minimum. All overtime other than overtime for “on-call duty” described below necessitates prior authorization by the Department Head or the General Manager or his/her designated representative. Employees subject to this policy or otherwise authorized to work overtime shall receive overtime pay or compensatory time as provided below.

2010.63 Authorized overtime is compensated at one and one-half (1 ½) times an employee’s regular rate of pay for all hours worked over eight (8) hours in one day or forty (40) hours in any single workweek. For the purposes of this overtime policy, the District’s work week begins at 12:00 a.m. Monday and ends at 11:59 p.m. the following Sunday. For purposes of the overtime policy, each work day begins at 12:00 a.m. and ends at 11:59 p.m. (24 hours later) on the same day. Except as provided for fire department personnel in section **2010.100** below.

2010.64 Authorized overtime shall be recorded on the timesheet by the employee in writing, The timesheet shall be approved by the Department Head.

1. Overtime is rounded out to the nearest quarter of an hour.
2. Sick time, holiday and vacation hours paid but not worked are not included in calculating overtime. Overtime is based on actual hours worked as required by law.

2010.70 COMPENSATORY TIME OFF IN LIEU OF OVERTIME PAY

The District does not offer or authorize compensatory time off.

2010.80 ON-CALL DUTY

“On-call duty” is defined as that time during which an employee of the District is assigned to be available for work after normal duty hours. Any District employee assigned on-call duty on their regularly scheduled workday (including weekends and holidays) shall be entitled to additional pay at the rate of thirty (30) dollars per day. Employee’s assigned on-call duty outside their regularly scheduled workday (District paid holidays and/or weekends) shall be entitled to additional pay at the rate of forty five (45) dollars per day. Exempt employees are eligible for on-call or stand-by compensation as needed or approved by the General Manager.

2010.90 CALL-OUT TIME

2010.91 “Call-out time” is defined as that time necessary for a non-exempt employee to leave his home or other location to physically inspect a utility-related problem, to provide a customer-related service, or to repair District facilities during those times outside the employees assigned work shift. Any non-exempt employee called back to work after the regular work shift shall be entitled to call out pay. Special tours of duty

scheduled in advance (24-hour notice) are not call out hours for purposes of this section. An employee need not be assigned on-call duty to be entitled to receive call out pay. Any call-out time utilized shall be compensated for two (2) hours at one and one-half (1½) times the employee's regular rate of pay. If actual time spent on such "call-out time" exceeds the minimum two (2) hours, employees will receive compensation for actual time worked in excess of the two (2) hour minimum. Employees will be compensated at their regular hourly rate for all such time worked except to the extent that such work exceeds forty (40) hours in any work week for any particular employee and such excess hours shall then be compensated at one and one-half (1½) times that employee's regular hourly rate of pay by means of overtime, compensation or compensatory time off as defined in these policies. Call-out time in excess of twelve (12) hours during any twenty-four (24) hour period must be specifically approved by the General Manager in order to be compensated.

2010.92 Non-exempt District employees required to return to work outside of the employees' normally assigned work shift for the purpose of attendance at District meetings or functions will receive a minimum of two (2) hours of compensation. If actual time spent in such meetings or at such functions exceeds the minimum two (2) hours, employees will receive compensation for actual time of attendance in excess of the two (2) hour minimum. Employees will be compensated at their regular hourly rate for all such time worked except to the extent that such work exceeds forty (40) hours in any work week for any particular employee, and such excess hours shall then be compensated at one and one-half (1½) times that employee's regular hourly rate of pay by means of overtime or compensation, as defined in these policies. Employees who qualify as administrative, executive or professional employees within the meaning of the State and Federal wage and hour laws are not subject to this policy and shall not receive payment for call-out time in addition to their usual salary.

2010.100 FIRE DEPARTMENT PERSONNEL OVERTIME

2010.110 Non-exempt employee: Non exempt employees are those employees that are not exempt from the overtime provisions of FLSA. All permanent THFRD employees, with the exception of the chief and the administrative captain, are non-exempt employees. **2010.120 Hours worked:** FLSA overtime requirements are determined by the number of hours an employee actually works in the adopted work period. "Hours not worked" are not governed by FLSA, even if the employer considers them as "paid time." Thus, holiday leave, sick days, or other days off do not count as FLSA hours worked.

2010.130 FLSA Planned Overtime: FLSA planned overtime are those hours that are worked in excess of 182 hours during a 24-day work period, based on the normal, planned staffing schedule. Our staffing pattern (48 hrs. on, 96 hrs. off) results in our non-exempt employees working 192 hours each 24-day work period, assuming that they took no leave time during the period. Under this

THCSD 2010 Employee Compensation, Hours of Work and Overtime

scenario, the employee would be entitled to 10 hours of planned overtime per 24-day work period. FLSA requires that all hours in excess of 182 per work period in each 24-day work period be paid at the time and one half rate. Therefore, if an employee works their regularly scheduled days during a given work period, they shall be paid 10 hours of planned overtime for the work period. This amounts to employees receiving 10 hours of half-time pay for the 10 hours of planned overtime, as they are already receiving the straight time for these hours in the regular salaries.

2010.132 Vacation, holidays and sick days do not count as hours worked for the purposes of FLSA planned overtime.

2010.140 Unplanned Overtime: Unplanned overtime hours are those hours worked in excess of 192 hours in a given work period that are outside of the employees regularly scheduled work days. Responding to emergency incidents, attending meetings, training and covering for other employees when off-duty are examples of unplanned overtime. Unplanned overtime worked during the work period will be paid at the normal hourly rate of pay, up to the 192 hour FLSA time and one half requirements. All hours worked over 192 in a given work period will be paid at the time and one half rate.

2010.150 Alternate Training Shift. THFRD non-exempt employees work 48 hours on duty followed by 96 hours off. Occasionally, training classes and other types of professional development events occur which last for several consecutive days. It is in the best interest of both the employee and the employer to have a work shift that allows the employee to attend these extended types of classes while, at the same time, assuring that management avoids incurring an overtime responsibility and the employee avoids the need to use leave credits to attend the event. The Fire Chief may change the non-exempt employee's workweek to a 5 day, 40 hour workweek in these situations. This allows the employee to attend the class without having to use personal leave time and allows the District to avoid possible overtime issues.

2010.200 TIMEKEEPING REQUIREMENTS

1. All employees are required to record time worked on a time sheet for payroll purposes. Employees must record their own time at the start and end of each work period. Any handwritten remarks or changes on the time sheet must be initialed by the employee.
2. Any errors on the timesheet should be reported immediately to the supervisor, who will attempt to correct legitimate errors. Filling in another employee's time sheet, or allowing another employee to fill in your time sheet, or altering a time sheet will not be tolerated and will subject all involved to disciplinary procedures.

3. Exempt employees are required to record their time on a timesheet.

2010.300 PAYDAYS

Paydays are semi-monthly on the tenth (10th) and the twenty-fifth (25th) day of each month. If the 10th or 25th day falls on a weekend or District observed holiday, paychecks shall be distributed on the last workday before such weekend or holiday.

2010.400 DIRECT DEPOSIT

All District employees and directors are required to use the direct deposit feature to receive payroll related payments. In accordance with federal requirements regarding direct deposit of payroll, the employee or director may select the financial institution of his/her choice to accommodate the receipt of direct deposit payments. In the event the employee or director experiences an emergency situation or unexpected problem, the general manager may approve a one time exemption on a case by case basis.

TWAIN HARTE COMMUNITY SERVICES DISTRICT
Policy and Procedure Manual

POLICY TITLE: Employee Compensation, Hours of Work and Overtime
POLICY NUMBER: 2010
ADOPTED: December 13, 2007
AMENDED: 11/13/2008, 1/8/2009
LAST AMENDED: August 12, 2010

2010.10 PURPOSE

The purpose of this policy is to set forth the District's conditions and requirements for employee hours of work and compensation. This policy shall apply to all employees.

~~2010.11 Exempt vs. non-exempt employees are defined as is detailed in the Fair Labor Standards Act (FLSA).~~

2010.20 REGULAR FULL-TIME EMPLOYEES

2010.21 Normal Compensation. The Board of Directors has established a salary schedule for each full-time regular position classification within the District. At the time of hiring, an employee shall be placed on the first step of the salary schedule unless otherwise recommended by the Department head and approved by the General Manager.

2010.22 Salary Adjustments. Regular full-time employees shall be entitled to any cost of living increases or salary adjustments set forth in an applicable memorandum of understanding or bargaining agreement for the ensuing fiscal year, effective July 1st, ~~if approved by the Board of Directors in the annual budget.~~ Employees are eligible on a fiscal year basis for advancement to the next step on the salary schedule within their position classifications and the limits of the salary schedule, dependent upon satisfactory performance and a written recommendation by the Department Head and approval of the General Manager. Any other salary adjustments must be considered and approved by the Board in the annual budget.

2010.30 TEMPORARY OR SEASONAL EMPLOYEES

Temporary or seasonal employees will be paid at the hourly rate detailed in the salary schedule approved by the Board of Directors. If the temporary employee is provided by

a temporary personnel service, said employee will be paid by the temporary personnel service and not the District.

2010.40 REGULAR PART-TIME EMPLOYEES

2010.41 Normal Compensation. The Board of Directors has established a salary schedule for each part-time regular position classification within the District. At the time of hiring, an employee shall be placed on the first step of the salary schedule unless otherwise recommended, in writing, by the Department Head and approved by General Manager.

2010.42 Salary Adjustments. Regular part-time employees shall be entitled to salary adjustments as provided for regular full-time employees as shown in 2010.22.

2010.50 WORK WEEK AND JOB ASSIGNMENTS

2010.51 Normal Work Week. The work week shall consist of seven (7) consecutive days from 12:00 a.m. Monday through 11:59 p.m. Sunday, unless otherwise designated by the District for an employee on an approved alternative workweek schedule.

2010.52 Normal Work Hours and Rest Periods. Normal work hours and days- will be established by the General Manager and/or Department Head and may vary on the position. normally begin at 7:00 a.m. and end at 4:00 p.m., Monday through Friday. The basic day of work for full-time non-fire employees is eight (8) hours, exclusive of a one (1) hour meal period, which is not compensated. Rest periods are provided on employer-paid time for a period of fifteen (15) minutes during each four (4) consecutive hours of work. Such rest periods will be scheduled in accordance with District business requirements and in a location acceptable to the District. Various factors such as workload, operational efficiency and staffing needs may require variations in an employee's starting and quitting times and total hours worked each day or each week, including an alternative workweek schedule (e.g., 9/80 or 4/10 work schedule).

2010.53 Job Assignments. The District reserves the right to assign employees to jobs other than their usual assignments when required. When reasonable justification or public service needs require, employees may be required to work other times such as "on-call time", "call-out time", overtime or hours other than those normally scheduled.

2010.54 Schedule Adjustments. As part of its responsibility to its customers, the District expects its employees to be at work as scheduled, to arrange their

personal schedules to accommodate the District's established working hours and to notify the District prior to their scheduled start time if they expect to be absent or tardy. If it becomes necessary for non-exempt employees to leave during working hours for personal business, permission to leave must be obtained from the employee's supervisor or the General Manager. A leave application form must be completed for time to be charged to accrued vacation or sick leave.

2010.60 OVERTIME POLICY

2010.61 Payment for Hours Worked. Employees shall be paid for their hours worked in accordance with all legal requirements. Employees who qualify as administrative, executive or professional employees within the meaning of the State and Federal Wage and Hour laws are exempt from overtime pay and are not subject to this policy. Only non-exempt employees may be authorized to work overtime hours within the meaning of this policy.

2010.62 Authorization. Overtime should be kept to a minimum. All overtime other than overtime for "on-call duty" described below necessitates prior authorization by the Department Head or the General Manager or his/her designated representative. Employees subject to this policy or otherwise authorized to work overtime shall receive overtime pay or compensatory time as provided below.

2010.63 Overtime Compensation. Authorized overtime is compensated at one and one-half (1 ½) times an employee's regular rate of pay for all hours worked over eight (8) hours in one day (or the assigned daily hours on an alternative workweek schedule) or forty (40) hours in any single workweek, or as otherwise authorized for employees covered by an applicable memorandum of understanding or collective bargaining agreement. For the purposes of this overtime policy, the District's work week begins at 12:00 a.m. Monday and ends at 11:59 p.m. the following Sunday. For purposes of the overtime policy, each work day begins at 12:00 a.m. and ends at 11:59 p.m. (24 hours later) on the same day. Except as provided for fire department personnel in section **2010.100** below.

2010.64 Tracking/Calculating Overtime. Authorized overtime shall be recorded on the timesheet by the employee in writing with a description of the task and the start and stop time for the task. The timesheet shall be approved by the Department Head. The following requirements also apply:

1. Overtime is rounded out to the nearest quarter of an hour.
2. Sick time, holiday and vacation hours paid but not worked are not included in calculating overtime. Overtime is based on actual hours worked as required by law.

2010.70 COMPENSATORY TIME OFF IN LIEU OF OVERTIME PAY

~~The District does not offer or authorize compensatory time off.~~ Employees may elect to earn Compensatory Time Off (CTO) in lieu of receiving overtime pay. CTO will be earned at the rate of time and one half and can be accrued up to a maximum of 100 hours (non-fire employees) or 144 hours (fire shift employees) within a fiscal year. All CTO must be used or sold within the fiscal year. Employees must declare their intent to either sell or use their CTO by April 1st of each year.

2010.80 ON-CALL DUTY

~~Due to the potential emergency nature of some District operations, certain types of employees must be available and on-call after normal working hours, including nights, weekends and holidays. On-call schedules will be posted and employees' on-call status will be rotated in an attempt to be fair to all. Employees can use the time spent on on-call duty primarily for their own benefit, however, they must be accessible by telephone or pager and shall report to the District (if needed) within 30 minutes. "On-call duty" is defined as that time during which an employee of the District is assigned to be available for work after normal duty hours. Any District employee assigned on-call duty on their regularly scheduled workday (including weekends and holidays) shall be entitled to additional pay at the rate of thirty (30) dollars per day. Employee's assigned on-call duty outside their regularly scheduled workday (District paid holidays and/or weekends) shall be entitled to additional pay at the rate of forty five (45) dollars per day. Exempt employees are eligible for on-call or stand-by compensation as needed or approved by the General Manager.~~

Employees who are on-call will be paid a stipend with a value established by the Board of Directors or an applicable memorandum of understanding or collective bargaining agreement, regardless of whether or not they are call in to work.

2010.90 CALL-OUT TIME

2010.91 Call-Out Pay. Any employee called back to work after the regular work shift (call-out) shall be entitled to call-out pay, which is a minimum of two (2) hours of overtime. Call-out pay will be subject to the following requirements:

1. Once an employee is dispatched to respond to a call-out, time is counted as overtime and is paid at one an one-half (1½) times the employee's normal hourly rate. Time begins when the employee gets the call and starts travel to the work site and ends when the employee returns home. The employee must record the date, time, reason for call-out, and the amount of call-out duty worked.
2. Special tours of duty scheduled in advance (24-hour notice) are not call-out hours for purposes of this section.

3. An employee need not be assigned on-call duty to be entitled to receive call-out compensation.

~~“Call-out time” is defined as that time necessary for a non-exempt employee to leave his home or other location to physically inspect a utility-related problem, to provide a customer-related service, or to repair District facilities during those times outside the employees assigned work shift. Any non-exempt employee called back to work after the regular work shift shall be entitled to call out pay. Special tours of duty scheduled in advance (24-hour notice) are not call out hours for purposes of this section. An employee need not be assigned on-call duty to be entitled to receive call out pay. Any call-out time utilized shall be compensated for two (2) hours at one and one-half (1½) times the employee’s regular rate of pay. If actual time spent on such “call-out time” exceeds the minimum two (2) hours, employees will receive compensation for actual time worked in excess of the two (2) hour minimum. Employees will be compensated at their regular hourly rate for all such time worked except to the extent that such work exceeds forty (40) hours in any work week for any particular employee and such excess hours shall then be compensated at one and one-half (1½) times that employee’s regular hourly rate of pay by means of overtime, compensation or compensatory time off as defined in these policies. Call-out time in excess of twelve (12) hours during any twenty-four (24) hour period must be specifically approved by the General Manager in order to be compensated.~~

2010.92 Mandatory Meetings. Non-exempt District employees required to return to work outside of the employees’ normally assigned work shift for the purpose of attendance at District meetings or functions will receive a minimum of two (2) hours of compensation. If actual time spent in such meetings or at such functions exceeds the minimum two (2) hours, employees will receive compensation for actual time of attendance in excess of the two (2) hour minimum. Employees will be compensated at their regular hourly rate for all such time worked except to the extent that such work exceeds forty (40) hours in any work week for any particular employee, and such excess hours shall then be considered overtime and compensated at one and one-half (1½) times that employee’s regular hourly rate ~~of pay by means of overtime or compensation, as defined in these~~ policies. Employees who qualify as administrative, executive or professional employees within the meaning of the State and Federal wage and hour laws are not subject to this policy and shall not receive payment for call-out time in addition to their usual salary.

2010.100 FIRE DEPARTMENT PERSONNEL OVERTIME

~~2010.110 Non-exempt employee: Non-exempt employees are those employees that are not exempt from the overtime provisions of FLSA. All permanent THFRD employees, with the exception of the chief and the administrative captain, are non-exempt employees.~~ **2010.120 Hours worked.** FLSA overtime requirements are determined by the number of hours an employee actually works in the adopted work period. “Hours not worked” are not governed by FLSA, even if the employer considers them as “paid time.”

Thus, holiday leave, sick days, or other days off do not count as FLSA hours worked.

2010.130 FLSA Planned Overtime. FLSA planned overtime are those hours that are worked in excess of ~~182 hours during a 24-day~~ the applicable FLSA work period ~~as identified in the applicable memorandum of understanding for non-exempt Fire Department sworn employees,~~ based on the normal, planned staffing schedule. ~~Our staffing pattern (48 hrs. on, 96 hrs. off) results in our non-exempt employees working 192 hours each 24-day work period, assuming that they took no leave time during the period. Under this scenario, the employee would be entitled to 10 hours of planned overtime per 24-day work period~~ FLSA requires that all hours worked in excess of the applicable overtime threshold ~~182 per work period in each 24-day work period~~ be paid at the time and one half rate, which may include regularly scheduled hours that results in such planned overtime. ~~Therefore, if an employee works their regularly scheduled days during a given work period, they shall be paid 10 hours of planned overtime for the work period. This amounts to employees receiving 10 hours of half-time pay for the 10 hours of planned overtime, as they are already receiving the straight time for these hours in the regular salaries.~~

~~2010.132 Vacation, holidays and sick days do not count as hours worked for the purposes of FLSA planned overtime.~~

2010.140 Unplanned Overtime. Unplanned overtime hours are those hours worked in excess of ~~192 hours in a given work period that are outside of the~~ employees regularly scheduled work days within the applicable FLSA work period. Responding to emergency incidents, attending meetings, training and covering for other employees when off-duty are examples of unplanned overtime. Unplanned overtime worked ~~during the work period will be paid at the normal hourly rate of pay, up to the 192 hour FLSA time and one half requirements. All hours worked over 192 in a given work period~~ over the applicable FLSA overtime threshold will be paid at the time and one half rate.

2010.150 Alternate Training Shift. ~~THFRD non-exempt employees work 48 hours on duty followed by 96 hours off.~~ Occasionally, training classes and other types of professional development events occur which last for several consecutive days. It is in the best interest of both the employee and the employer to have a work shift that allows the employee to attend these extended types of classes while, at the same time, assuring that management avoids incurring an overtime responsibility and the employee avoids the need to use leave credits to attend the event. The Fire Chief may change the non-exempt employee's workweek to a 5 day, 40 hour workweek in these situations. This allows the employee to attend the class without having to use personal leave time and allows the District to avoid possible overtime issues.

THCSD 2010 Employee Compensation, Hours of Work and Overtime

2010.200 TIMEKEEPING REQUIREMENTS

All employees are required to record time worked on a time sheet for payroll purposes. Timesheets will be subject to the following requirements:

1. Employees must record their own time at the start and end of each work period. Any ~~handwritten remarks or~~ changes on the time sheet must be ~~initialed~~ approved by the employee.
1. —
2. — Any errors on the timesheet should be reported immediately to the supervisor, who will attempt to correct legitimate errors.
- 2.3. Filling in another employee's time sheet, or allowing another employee to fill in your time sheet, or altering a time sheet will not be tolerated and will subject all involved to disciplinary procedures.
3. — ~~Exempt employees are required to record their time on a timesheet.~~

2010.300 PAYDAYS

Paydays are bi-weekly. ~~are semi-monthly on the tenth (10th) and the twenty-fifth (25th) day of each month. If the 10th or 25th day falls on a weekend or District observed holiday, paychecks shall be distributed on the last workday before such weekend or holiday.~~

2010.400 DIRECT DEPOSIT

All District employees and directors are required to use the direct deposit feature to receive payroll related payments. In accordance with federal requirements regarding direct deposit of payroll, the employee or director may select the financial institution of his/her choice to accommodate the receipt of direct deposit payments. In the event the employee or director experiences an emergency situation or unexpected problem, the general manager may approve a one time exemption on a case by case basis.

TWAIN HARTE COMMUNITY SERVICES DISTRICT
Policy and Procedure Manual

POLICY TITLE: Employee Compensation, Hours of Work and Overtime
POLICY NUMBER: 2010
ADOPTED: December 13, 2007
AMENDED: 11/13/2008, 1/8/2009
LAST AMENDED: August 12, 2010

2010.10 PURPOSE

The purpose of this policy is to set forth the District's conditions and requirements for employee hours of work and compensation. This policy shall apply to all employees.

2010.20 REGULAR FULL-TIME EMPLOYEES

2010.21 Normal Compensation. The Board of Directors has established a salary schedule for each full-time regular position classification within the District. At the time of hiring, an employee shall be placed on the first step of the salary schedule unless otherwise recommended by the Department head and approved by the General Manager.

2010.22 Salary Adjustments. Regular full-time employees shall be entitled to any cost of living increases or salary adjustments set forth in an applicable memorandum of understanding or bargaining agreement for the ensuing fiscal year, effective July 1st. Employees are eligible on a fiscal year basis for advancement to the next step on the salary schedule within their position classifications and the limits of the salary schedule, dependent upon satisfactory performance and a written recommendation by the Department Head and approval of the General Manager. Any other salary adjustments must be considered and approved by the Board in the annual budget.

2010.30 TEMPORARY OR SEASONAL EMPLOYEES

Temporary or seasonal employees will be paid at the hourly rate detailed in the salary schedule approved by the Board of Directors. If the temporary employee is provided by a temporary personnel service, said employee will be paid by the temporary personnel service and not the District.

2010.40 REGULAR PART-TIME EMPLOYEES

2010.41 Normal Compensation. The Board of Directors has established a salary schedule for each part-time regular position classification within the District. At the time of hiring, an employee shall be placed on the first step of the salary schedule unless otherwise recommended, in writing, by the Department Head and approved by General Manager.

2010.42 Salary Adjustments. Regular part-time employees shall be entitled to salary adjustments as provided for regular full-time employees as shown in 2010.22.

2010.50 WORK WEEK AND JOB ASSIGNMENTS

2010.51 Normal Work Week. The work week shall consist of seven (7) consecutive days from 12:00 a.m. Monday through 11:59 p.m. Sunday, unless otherwise designated by the District for an employee on an approved alternative workweek schedule.

2010.52 Normal Work Hours and Rest Periods. Normal work hours and days will be established by the General Manager and/or Department Head and may vary on the position.. The basic day of work for full-time non-fire employees is eight (8) hours, exclusive of a one (1) hour meal period, which is not compensated. Rest periods are provided on employer-paid time for a period of fifteen (15) minutes during each four (4) consecutive hours of work. Such rest periods will be scheduled in accordance with District business requirements. Various factors such as workload, operational efficiency and staffing needs may require variations in an employee's starting and quitting times and total hours worked each day or each week, including an alternative workweek schedule (e.g., 9/80 or 4/10 work schedule).

2010.53 Job Assignments. The District reserves the right to assign employees to jobs other than their usual assignments when required. When reasonable justification or public service needs require, employees may be required to work other times such as "on-call time", "call-out time", overtime or hours other than those normally scheduled.

2010.54 Schedule Adjustments. As part of its responsibility to its customers, the District expects its employees to be at work as scheduled, to arrange their personal schedules to accommodate the District's established working hours and to notify the District prior to their scheduled start time if they expect to be absent or tardy. If it becomes necessary for non-exempt employees to leave during working hours for personal business, permission to leave must be obtained from the employee's supervisor or the General Manager. A leave

application form must be completed for time to be charged to accrued vacation or sick leave.

2010.60 OVERTIME POLICY

2010.61 Payment for Hours Worked. Employees shall be paid for their hours worked in accordance with all legal requirements. Employees who qualify as administrative, executive or professional employees within the meaning of the State and Federal Wage and Hour laws are exempt from overtime pay and are not subject to this policy. Only non-exempt employees may be authorized to work overtime hours within the meaning of this policy.

2010.62 Authorization. Overtime should be kept to a minimum. All overtime other than overtime for “on-call duty” described below necessitates prior authorization by the Department Head or the General Manager or his/her designated representative. Employees subject to this policy or otherwise authorized to work overtime shall receive overtime pay or compensatory time as provided below.

2010.63 Overtime Compensation. Authorized overtime is compensated at one and one-half (1 ½) times an employee’s regular rate of pay for all hours worked over eight (8) hours in one day (or the assigned daily hours on an alternative workweek schedule) or forty (40) hours in any single workweek, or as otherwise authorized for employees covered by an applicable memorandum of understanding or collective bargaining agreement. For the purposes of this overtime policy, the District’s work week begins at 12:00 a.m. Monday and ends at 11:59 p.m. the following Sunday. For purposes of the overtime policy, each work day begins at 12:00 a.m. and ends at 11:59 p.m. (24 hours later) on the same day. Except as provided for fire department personnel in section **2010.100** below.

2010.64 Tracking/Calculating Overtime. Authorized overtime shall be recorded on the timesheet by the employee in writing with a description of the task and the start and stop time for the task. The timesheet shall be approved by the Department Head. The following requirements also apply:

1. Overtime is rounded out to the nearest quarter of an hour.
2. Sick time, holiday and vacation hours paid but not worked are not included in calculating overtime. Overtime is based on actual hours worked as required by law.

2010.70 COMPENSATORY TIME OFF IN LIEU OF OVERTIME PAY

Employees may elect to earn Compensatory Time Off (CTO) in lieu of receiving overtime pay. CTO will be earned at the rate of time and one half and can be accrued

up to a maximum of 100 hours (non-fire employees) or 144 hours (fire shift employees) within a fiscal year. All CTO must be used or sold within the fiscal year. Employees must declare their intent to either sell or use their CTO by April 1st of each year.

2010.80 ON-CALL DUTY

Due to the potential emergency nature of some District operations, certain types of employees must be available and on-call after normal working hours, including nights, weekends and holidays. On-call schedules will be posted and employees' on-call status will be rotated in an attempt to be fair to all. Employees can use the time spent on on-call duty primarily for their own benefit, however, they must be accessible by telephone or pager and shall report to the District (if needed) within 30 minutes.

Employees who are on-call will be paid a stipend with a value established by the Board of Directors or an applicable memorandum of understanding or collective bargaining agreement, regardless of whether or not they are call in to work.

2010.90 CALL-OUT TIME

2010.91 Call-Out Pay. Any employee called back to work after the regular work shift (call-out) shall be entitled to call-out pay, which is a minimum of two (2) hours of overtime. Call-out pay will be subject to the following requirements:

1. Once an employee is dispatched to respond to a call-out, time is counted as overtime and is paid at one and one-half (1½) times the employee's normal hourly rate. Time begins when the employee gets the call and starts travel to the work site and ends when the employee returns home. The employee must record the date, time, reason for call-out, and the amount of call-out duty worked.
2. Special tours of duty scheduled in advance (24-hour notice) are not call-out hours for purposes of this section.
3. An employee need not be assigned on-call duty to be entitled to receive call-out compensation.

2010.92 Mandatory Meetings. Non-exempt District employees required to return to work outside of the employees' normally assigned work shift for the purpose of attendance at District meetings or functions will receive a minimum of two (2) hours of compensation. If actual time spent in such meetings or at such functions exceeds the minimum two (2) hours, employees will receive compensation for actual time of attendance in excess of the two (2) hour minimum. Employees will be compensated at their regular hourly rate for all such time worked except to the extent that such work exceeds forty (40) hours in any work week for any particular employee, and such excess hours shall then be considered overtime and compensated at one and one-half (1½) times that employee's regular hourly rate. Employees who qualify as administrative,

executive or professional employees within the meaning of the State and Federal wage and hour laws are not subject to this policy and shall not receive payment for call-out time in addition to their usual salary.

2010.100 FIRE DEPARTMENT PERSONNEL OVERTIME

2010.120 Hours worked. FLSA overtime requirements are determined by the number of hours an employee actually works in the adopted work period. “Hours not worked” are not governed by FLSA, even if the employer considers them as “paid time.” Thus, holiday leave, sick days, or other days off do not count as FLSA hours worked.

2010.130 FLSA Planned Overtime. FLSA planned overtime are those hours that are worked in excess of the applicable FLSA work period as identified in the applicable memorandum of understanding for non-exempt Fire Department sworn employees, based on the normal, planned staffing schedule. FLSA requires that all hours worked in excess of the applicable overtime threshold per work period be paid at the time and one half rate, which may include regularly scheduled hours that results in such planned overtime.

2010.140 Unplanned Overtime. Unplanned overtime hours are those hours worked in excess of of the employees regularly scheduled work days within the applicable FLSA work period. Responding to emergency incidents, attending meetings, training and covering for other employees when off-duty are examples of unplanned overtime. Unplanned overtime worked over the applicable FLSA overtime threshold will be paid at the time and one half rate.

2010.150 Alternate Training Shift. Occasionally, training classes and other types of professional development events occur which last for several consecutive days. It is in the best interest of both the employee and the employer to have a work shift that allows the employee to attend these extended types of classes while, at the same time, assuring that management avoids incurring an overtime responsibility and the employee avoids the need to use leave credits to attend the event. The Fire Chief may change the non-exempt employee’s workweek to a 5 day, 40 hour workweek in these situations. This allows the employee to attend the class without having to use personal leave time and allows the District to avoid possible overtime issues.

2010.200 TIMEKEEPING REQUIREMENTS

All employees are required to record time worked on a time sheet for payroll purposes. Timesheets will be subject to the following requirements:

1. Employees must record their own time at the start and end of each work period. Any changes on the time sheet must be approved by the employee.

2. Any errors on the timesheet should be reported immediately to the supervisor, who will attempt to correct legitimate errors.
3. Filling in another employee's time sheet, or allowing another employee to fill in your time sheet, or altering a time sheet will not be tolerated and will subject all involved to disciplinary procedures.

2010.300 PAYDAYS

Paydays are bi-weekly.

2010.400 DIRECT DEPOSIT

All District employees and directors are required to use the direct deposit feature to receive payroll related payments. In accordance with federal requirements regarding direct deposit of payroll, the employee or director may select the financial institution of his/her choice to accommodate the receipt of direct deposit payments. In the event the employee or director experiences an emergency situation or unexpected problem, the general manager may approve a one time exemption on a case by case basis.



Board Meeting Agenda Item Summary

May 10, 2023

ITEM #:	06H	ITEM TYPE:	<input type="checkbox"/> Discussion <input type="checkbox"/> Action <input checked="" type="checkbox"/> Both
SUBJECT:	Discussion/action to approve proposed revisions to Policy #2040 – Sick Leave.		
RELATION TO STRATEGIC PLAN:	<input type="checkbox"/> N/A <input checked="" type="checkbox"/> Advances Goal/Objective #'s: <u>5.13</u>		

RECOMMENDED ACTION:

Approve proposed revisions to Policy #2040 – Sick Leave.

SUMMARY:

The Board’s Finance/Policy Committee reviewed Policy #2040 (Sick Leave) at its recent meeting to advance Strategic Plan Objective 5.13, which aims for the review and update (if needed) of all District policies. Policy #2040 was adopted on January 10, 2008, and was last amended on September 9, 2020.

Effective January 1, 2023, California’s Paid Sick Leave law now includes a “designated person” as a covered family member. Proposed Policy #2040 revisions incorporate this law change. Revisions also include a reorganization of the policy for clarity.

The Finance/Policy Committee recommends that the Board adopt the attached proposed revisions to Policy #2040 – Sick Leave.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

- Policy #2040 – Sick Leave (Original Version)
- Policy #2040 – Sick Leave (Proposed Revisions w/Redlines)
- Policy #2040 – Sick Leave (Proposed Revisions w/o Redlines)

TWAIN HARTECOMMUNITY SERVICES DISTRICT
Policy and Procedure Manual

ORIGINAL VERSION

POLICY TITLE: Sick Leave
POLICY NUMBER: 2040
ADOPTED: January 10, 2008
AMENDED: 4/14/2016, 11/10/2016
LAST AMENDED: September 9, 2020

2040.10 SICK LEAVE BENEFIT

2040.11 Sick leave is defined as absence from work due to illness, non-industrial injury, or quarantine due to exposure to a contagious disease. In addition, dentist and doctor appointments and prescribed sickness prevention measures shall be subject to sick leave provided prior notice is provided to the employee's immediate supervisor.

2040.12 In order to minimize the economic hardships that may result from an unexpected short-term injury or illness to an employee, immediate family member, or legal dependent, the District provides paid sick leave benefits to regular full-time, regular part-time, seasonal, and temporary employees. Sick leave is available in the following situations:

1. For diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member as defined in section 2040.40.
2. To obtain any relief or services related to the employee being a victim of domestic violence, sexual assault, or stalking including any items listed in section 2040.50.
3. In those cases in which an employee is taking a sick leave of absence approved in writing by the department head and/or the General Manager. Introductory employees shall earn sick leave credits at the same rate as non introductory employees within the same classification.

2040.20 REGULAR FULL-TIME & PART-TIME EMPLOYEES

2040.21 Regular full-time employees of the District shall be entitled to paid sick leave at the rate of 96 hours per year for regular 40 hour employees. Regular part time employees shall be entitled to sick leave benefits at a prorated rate. Fire personnel on shift work accumulate 144 hours per year.

1. Accrued sick leave may carry over from year to year, not to exceed 480 hours for regular employees and 664 hours for eligible fire personnel.
2. Sick leave accrues at the rate of 1/ 26th of these totals per pay period and sick leave balances are determined at the end of each pay period.
3. Sick leave does not accrue during periods of approved leave without pay.

2040.30 TEMPORARTY AND SEASONAL EMPLOYEES

2040.31 Temporary and Seasonal employees of the District shall be entitled to paid sick leave at the rate of one (1) hour of paid sick leave for every thirty (30) hours worked beginning on the first day of employment.

1. A seasonal or temporary employee is not eligible to begin using any accrued paid sick leave until the 90th day of employment with the District and is only allowed to use up to a maximum of 3 days or 24 hours of paid sick leave in a 12 month period.
2. Sick leave may accrue up to a cap of 6 days or 48 hours ongoing. Any unused accrued paid sick leave may carryover year to year while continuously employed.
3. Sick leave does not accrue during periods of approved leave without pay.

2040.40 FAMILY CARE SICK LEAVE

2040.41 Each regular/full-time employee may use accrued sick leave, up to half the time accrued per calendar year for family care sick leave as defined in section 2040.43.

2040.42 Each seasonal or temporary employee may use 3 days or 24 hours of accrued paid sick leave in a 12-month period for family care leave as defined in section 2040.43.

2040.43 Family Care Sick Leave may be used for the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member including:

- Child (including a biological, adopted, or foster child, stepchild, legal ward or a child to whom the employee has accepted the duties and responsibilities of raising.)
- Spouse or Registered Domestic Partner
- Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who had accepted the duties and responsibilities of raising the employee when the

employee was a minor child.)

- Grandparent
- Grandchild

Sibling

2040.50 SICK LEAVE USE RELATED TO BEING A VICTIM OF DOMESTIC VIOLENCE, SEXUAL ASSAULT, OR STALKING

Sick Leave may be used to obtain any relief or services related to the employee being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:

- A temporary restraining order or restraining order.
- Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
- To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- To obtain services from a domestic violence shelter, program or rape crisis center as a result of domestic violence, sexual assault, or stalking.
- To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
- To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

2040.60 SPECIAL LIMITATIONS ON SICK LEAVE

2040.61 If an employee's illness or disability lasts more than seven (7) calendar days, or if an employee is hospitalized before the eighth day of an absence, the employee will be asked to apply for State Disability Insurance (SDI) benefits as a condition of being eligible to receive sick leave benefits, if appropriate. Sick leave benefits will be withheld from any employee who fails to apply for SDI benefits when required to do so. Accrued sick leave benefits will be used to supplement SDI benefits only to the extent necessary to provide a combination of sick leave and SDI benefits equal to the employee's straight time compensation immediately before beginning of the illness or disability. Upon request, the District shall assist the employee in filing for SDI benefits.

2040.62 An employee receiving Worker's Compensation benefits may request that accrued sick leave benefits be used to supplement Worker's Compensation benefits to the extent necessary to provide a combination of sick leave and Worker's Compensation benefits equal to the employee's straight time compensation immediately before the beginning of the Worker's Compensation illness or disability. The District will assist an employee in filing for Worker's Compensation benefits.

2040.70 CEILING ON SICK LEAVE BENEFITS

2040.71 Unused sick leave benefits shall not accumulate in excess of 480 hours for regular employees and 664 hours for eligible fire personnel.

2040.72 Employees whose sick leave balance exceeds this ceiling at the time of adoption of this policy will be allowed to utilize, or be compensated as provided in 2040.100 below, their existing balance as provided for within this policy.

2040.73 An employee separating from employment shall not be reimbursed for unused sick leave except as provided in **2040.100** below.

2040.74 Once an employee has exhausted available sick leave and accrued vacation time, no further leave with pay shall be granted until further sick leave is accrued, unless a special case extension is granted. A special extension may be granted on a case-by-case basis in the sole discretion of the General Manager and may be granted only when an employee has fully exhausted accrued sick leave, and the extension is necessary for a specified period of time under difficult and unusual circumstances.

2040.80 STATEMENT OF PHYSICIAN

The District, through the Department head and/or General Manager, reserves the right to require a satisfactory statement of a licensed physician whenever an employee misses work due to an illness, injury or disability of the employee, or under any conditions justifying Family Care and Medical Leave. The employee may be asked to provide a physician's statement certifying lack of fitness for duty, its beginning and ending dates, and/or the employee's ability to return to work, and any limitations, without endangering his/her own safety or the safety of others. When requested, such verification and releases may be a condition to receiving sick leave benefits or returning to work. The General Manager may request such a statement in all situations where it is determined that such a statement is warranted.

2040.90 SICK LEAVE PROCEDURE

2040.91 Employees who are unable to report to work due to personal, dependent, family or spousal illness or injury or any other qualifying reason, must contact their Department Head, Immediate Supervisor or the General Manager not later than 30 minutes before normal starting time, with the intent of providing as much advance notice as possible. Fire employees must also contact the on-duty captain at the fire station. If an employee becomes sick during the day, the employee's immediate supervisor or Department Head should be notified before the employee leaves work. Failure to follow these procedures may result in treatment of time as an unexcused absence and may result in disciplinary action.

2040.92 Introductory regular full and part-time employees are eligible to use paid sick leave after sixty (60) days of continuous employment. Introductory employees absent due to illness or non-work related injury may have their introductory periods extended by a period of time equal to the length of the employee's sick leave.

2040.100 INCENTIVE PLAN FOR NON-USE

2040.101 Purpose. The District and its customers receive benefit when its employees do not abuse sick leave. The District acknowledges this benefit by providing an incentive plan for extended non-use of sick leave.

2040.102 Eligibility. Participation in the Incentive Plan is subject to the following eligibility requirements:

1. Must have a minimum of five (5) years continuous service with the District. Seasonal, relief and other employees who perform sporadic work for the District for five consecutive years are not considered to have provided continuous service and are not eligible.
2. Employees who are terminated, resign in lieu of termination or accept some other agreement in lieu of termination are not eligible for Incentive Plan benefits.

2040.103 Reimbursement Incentive. Eligible employees may be reimbursed for unused sick leave as follows:

1. Employees may be reimbursed for up to half ($\frac{1}{2}$) of the employee's total accrued sick leave hours, not to exceed 240 hours per fiscal year for miscellaneous and non-shift personnel or 332 hours per fiscal year for fire shift personnel.
2. Reimbursement of unused sick leave will be paid at a rate of one (1) hour for every two (2) hours reimbursed.

2040.104 Reimbursement during Employment. Eligible employees may request reimbursement for unused sick leave as follows:

1. Eligible employees will be provided an opportunity to request reimbursement for unused sick leave (not to exceed the limits specified above) each fiscal year during the months of April and May.
2. All requests for reimbursement shall be on an approved District form and shall specify the number of hours requested for reimbursement.
3. Payments will be made only one-time per year in the month of June as part of the normal payroll process.

2040.105 Reimbursement upon Separation from Employment. Upon amicable separation from District employment, eligible employees will be reimbursed for unused sick leave as follows:

1. Reimbursement of half of the employee's unused sick leave will be paid in the employee's final paycheck. Reimbursement will be subject to the maximum quantities and reimbursement rate specified in Section 2040.103.
2. If the employee is separating from employment as part of an official retirement through CalPERS, the employee may choose to apply unused sick leave toward retirement, as provided in the District's CalPERS contract. An employee opting to do this will not be eligible for reimbursement for unused sick leave in their final paycheck.

TWAIN HARTECOMMUNITY SERVICES DISTRICT
Policy and Procedure Manual

PROPOSED REVISIONS
Redlines Version

POLICY TITLE: Sick Leave
POLICY NUMBER: 2040
ADOPTED: January 10, 2008
AMENDED: 4/14/2016, 11/10/2016
LAST AMENDED: September 9, 2020

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1. For diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member or designated person as defined in section 2040.40.
2. To obtain any relief or services related to the employee being a victim of domestic violence, sexual assault, or stalking including any items listed in section 2040.50.
3. In those cases in which an employee is taking a sick leave of absence approved in writing by the department head and/or the General Manager. ~~Introductory employees shall earn sick leave credits at the same rate as non introductory employees within the same classification.~~

2040.20 REGULAR FULL-TIME & PART-TIME EMPLOYEES

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credits at the same rate as non-introductory employees within the same classification. Sick leave accrual shall be subject to the following:

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- Grandparent
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TWAIN HARTECOMMUNITY SERVICES DISTRICT
Policy and Procedure Manual

PROPOSED REVISIONS
Clean Version

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- To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

2040.60 SPECIAL LIMITATIONS ON SICK LEAVE

2040.61 Extended Illness. If an employee’s illness or disability lasts more than seven (7) calendar days, or if an employee is hospitalized before the eighth day of an absence, the employee will be asked to apply for State Disability Insurance (SDI) benefits as a condition of being eligible to receive sick leave benefits, if appropriate. Sick leave benefits will be withheld from any employee who fails to apply for SDI benefits when required to do so. Accrued sick leave benefits will be used to supplement SDI benefits only to the extent necessary to provide a combination of sick leave and SDI benefits equal to the employee’s straight time compensation immediately before beginning of the illness or disability. Upon request, the District shall assist the employee in filing for SDI benefits.

2040.62 Worker's Compensation. An employee receiving Worker's Compensation benefits may request that accrued sick leave benefits be used to supplement Worker's Compensation benefits to the extent necessary to provide a combination of sick leave and Worker's Compensation benefits equal to the employee's straight time compensation immediately before the beginning of the Worker's Compensation illness or disability. The District will assist an employee in filing for Worker's Compensation benefits.

2040.70 CEILING ON SICK LEAVE BENEFITS

2040.71 Cap. Unused sick leave benefits shall not accumulate in excess of 480 hours for regular employees and 664 hours for eligible fire personnel.

2040.72 Exhaustion of Leave. Once an employee has exhausted available sick leave and accrued vacation time, no further leave with pay shall be granted until further sick leave is accrued, unless a special case extension is granted. A special extension may be granted on a case-by-case basis in the sole discretion of the General Manager and may be granted only when an employee has fully exhausted accrued sick leave, and the extension is necessary for a specified period of time under difficult and unusual circumstances.

2040.80 STATEMENT OF PHYSICIAN

The District, through the Department head and/or General Manager, reserves the right to require a satisfactory statement of a licensed physician whenever an employee misses work due to an illness, injury or disability of the employee, or under any conditions justifying Family Care and Medical Leave. The employee may be asked to provide a physician's statement certifying lack of fitness for duty, its beginning and ending dates, and/or the employee's ability to return to work, and any limitations, without endangering his/her own safety or the safety of others. When requested, such verification and releases may be a condition to receiving sick leave benefits or returning to work. The General Manager may request such a statement in all situations where it is determined that such a statement is warranted.

2040.90 SICK LEAVE PROCEDURE

2040.91 Non-Introductory Employees. Employees who are unable to report to work due to personal, dependent, family or spousal illness or injury or any other qualifying reason, must contact their Department Head, Immediate Supervisor or the General Manager not later than 30 minutes before normal starting time, with the intent of providing as much advance notice as possible. Fire employees must also contact the on-duty captain at the fire station. If an employee becomes sick during the day, the employee's immediate supervisor or Department Head should be notified before the employee leaves work. Failure to follow these procedures may result in treatment of time as an unexcused absence and may result in disciplinary action.

2040.92 Introductory Employees. Introductory regular full and part-time employees are eligible to use paid sick leave after sixty (60) days of continuous employment. Introductory employees absent due to illness or non-work related injury may have their introductory periods extended by a period of time equal to the length of the employee's sick leave.

2040.100 INCENTIVE PLAN FOR NON-USE

2040.101 Purpose. The District and its customers receive benefit when its employees do not abuse sick leave. The District acknowledges this benefit by providing an incentive plan for extended non-use of sick leave.

2040.102 Eligibility. Participation in the Incentive Plan is subject to the following eligibility requirements:

1. Must have a minimum of five (5) years continuous service with the District. Seasonal, relief and other employees who perform sporadic work for the District for five consecutive years are not considered to have provided continuous service and are not eligible.
2. Employees who are terminated, resign in lieu of termination or accept some other agreement in lieu of termination are not eligible for Incentive Plan benefits.

2040.103 Reimbursement Incentive. Eligible employees may be reimbursed for unused sick leave as follows:

1. Employees may be reimbursed for up to half (½) of the employee's total accrued sick leave hours, not to exceed 240 hours per fiscal year for miscellaneous and non-shift personnel or 332 hours per fiscal year for fire shift personnel.
2. Reimbursement of unused sick leave will be paid at a rate of one (1) hour for every two (2) hours reimbursed.

2040.104 Reimbursement during Employment. Eligible employees may request reimbursement for unused sick leave as follows:

1. Eligible employees will be provided an opportunity to request reimbursement for unused sick leave (not to exceed the limits specified above) each fiscal year during the months of April and May.
2. All requests for reimbursement shall be on an approved District form and shall specify the number of hours requested for reimbursement.
3. Payments will be made only one-time per year in the month of June as

part of the normal payroll process.

2040.105 Reimbursement upon Separation from Employment. Upon amicable separation from District employment, eligible employees will be reimbursed for unused sick leave as follows:

1. Reimbursement of half of the employee's unused sick leave will be paid in the employee's final paycheck. Reimbursement will be subject to the maximum quantities and reimbursement rate specified in Section 2040.103.
2. If the employee is separating from employment as part of an official retirement through CalPERS, the employee may choose to apply unused sick leave toward retirement, as provided in the District's CalPERS contract. An employee opting to do this will not be eligible for reimbursement for unused sick leave in their final paycheck.



Board Meeting Agenda Item Summary

May 10, 2023

ITEM #:	06I	ITEM TYPE:	<input type="checkbox"/> Discussion <input type="checkbox"/> Action <input checked="" type="checkbox"/> Both
SUBJECT:	Discussion/action to adopt Resolution #23-17 - Awarding a Construction Contract to Paso Robles Tank, Inc. in the Amount of \$923,069 for the Million Gallon Tank #2 Rehabilitation Project – Project #200-57-0002.		
RELATION TO STRATEGIC PLAN:	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Advances Goal/Objective #'s: <u>1</u>		

RECOMMENDED ACTION:

Adopt Resolution #23-17 – Awarding a Construction Contract to Paso Robles Tank, Inc. in the Amount of \$923,069 for the Million Gallon Tank #2 Rehabilitation Project – Project #200-57-0002.

SUMMARY:

The District owns and operates two, 1-million gallon water storage tanks at its surface water treatment plant – Million Gallon Tank #1 and Million Gallon Tank #2. Both tanks are critical for providing reliable supply of water for drinking, firefighting and emergencies. In December 2017, an inspection of the tanks revealed significant structural damages to the roof structure. Paso Robles Tank, Inc. completed a District project to rehabilitate Million Gallon Tank #1 in 2019, but the District did not have sufficient funding to undertake rehabilitation of Million Gallon Tank #2 at that time.

In 2022, the District obtained a grant for \$1,275,000 to completely fund the rehabilitation of Million Gallon Tank #2. As a result, the Board adopted plans and specifications for the Million Gallon Tank #2 Rehabilitation Project (Project) on March 21, 2023, and, after advertising the Project per competitive bidding requirements, the District opened bids on April 21, 2023.

The following bids were received (see attached Bid Results for details):

- \$923,069 – Paso Robles Tank, Inc.
- \$973,200 – Euro Style Management
- \$1,188,000 – Farr Construction, Inc.

The low bid from Paso Robles Tank, Inc. was reviewed and determined to be responsive. The District did not receive any bid protests.

FINANCIAL IMPACT:

The Project’s low bid of \$923,069 is below the \$1,196,000 engineer’s estimate of probable construction cost. It is also within the \$1,275,000 Fiscal Year 2022-23 Water Fund Project budget, which is completely funded by a 2021 Urban Drought and Multi-Benefit Grant through the California Department of Water Resources.

ATTACHMENTS:

- Bid Results – Million Gallon Tank #2 Rehabilitation Project
- Resolution #23-17 – Awarding a Construction Contract to Paso Robles Tank, Inc. in the Amount of \$923,069 for the Million Gallon Tank #2 Rehabilitation Project – Project #200-57-0002.
- Construction Contract – Million Gallon Tank #2 Rehabilitation Project

BID RESULTS

MILLION GALLON TANK #2 REHABILITATION

TWAIN HARTE COMMUNITY SERVICES DISTRICT

PROJECT 200-57-0002

BID OPEN DATE: 4/21/2023

Engineer's Estimate: \$1,196,000

BID 1	BID 2	BID 3
Paso Robles Tank, Inc. 3883 Wentworth Drive Hemet, CA 92545	Euro Style Management 1401 Main Ave Sacramento, CA 95838	Farr Construction, Inc. DBA Resource Development Company 1050 Linda Way Sparks, NV 89431

Low bidder*

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
1	MOBILIZATION AND CONSTRUCTION COORDINATION	1	LS	\$ 36,750.00	\$ 36,750.00	\$ 50,000.00	\$ 50,000.00	\$ 47,000.00	\$ 47,000.00
2	REPLACE TANK ROOF	1	LS	\$ 350,049.00	\$ 350,049.00	\$ 370,000.00	\$ 370,000.00	\$ 367,000.00	\$ 367,000.00
3	NEW GUARDRAIL, ROOF HATCH, ROOF VENT, LEVEL GAUGE AND ROOF FALL PROTECTION SYSTEM	1	LS	\$ 40,000.00	\$ 40,000.00	\$ 32,000.00	\$ 32,000.00	\$ 55,000.00	\$ 55,000.00
4	NEW CLIMBERS SAFETY DEVICE	1	LS	\$ 2,750.00	\$ 2,750.00	\$ 7,000.00	\$ 7,000.00	\$ 8,400.00	\$ 8,400.00
5	NEW LOW SECTION OF CAGED EXTERIOR LADDER AND DOOR	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 7,000.00	\$ 7,000.00	\$ 9,000.00	\$ 9,000.00
6	INTERIOR COATINGS	1	LS	\$ 220,000.00	\$ 220,000.00	\$ 280,000.00	\$ 280,000.00	\$ 289,000.00	\$ 289,000.00
7	EXTERIOR COATINGS	1	LS	\$ 226,160.00	\$ 226,160.00	\$ 200,000.00	\$ 200,000.00	\$ 375,000.00	\$ 375,000.00
8	WELDED PATCHES	16	EA	\$ 200.00	\$ 3,200.00	\$ 200.00	\$ 3,200.00	\$ 350.00	\$ 5,600.00
9	DEMOBILIZATION	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 4,000.00	\$ 4,000.00	\$ 7,000.00	\$ 7,000.00
10	NEW CATHODIC PROTECTION SYSTEM	1	LS	\$ 21,160.00	\$ 21,160.00	\$ 20,000.00	\$ 20,000.00	\$ 25,000.00	\$ 25,000.00
TOTAL BID					\$ 923,069.00		\$ 973,200.00		\$ 1,188,000.00

NOTES

* The low bid has been verified to be complete and responsive. The low bid will be recommended for award on May 10, 2023.

**TWAIN HARTE COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 23-17**

**AWARDING A CONSTRUCTION CONTRACT TO PASO ROBLES TANK, INC. IN
THE AMOUNT OF \$923,069 FOR THE MILLION GALLON TANK #2
REHABILITATION PROJECT – PROJECT #200-57-0002**

WHEREAS, Million Gallon Tank #2, one of Twain Harte Community Services District's (District) one-million-gallon water storage tanks, needs structural repairs and recoating to ensure continued reliable delivery of water for drinking, firefighting and emergencies; and

WHEREAS, the Million Gallon Tank #2 Rehabilitation Project (Tank Project), Project #200-57-0002, was designed to make such repairs and recoating; and

WHEREAS, the District's Board of Directors (Board) adopted plans and specifications for the Tank Project and authorized advertisement for construction bids on March 21, 2023; and

WHEREAS, the District advertised the Tank Project for construction bids in accordance with California Public Contract Code and the Uniform Public Construction Cost Accounting Act; and

WHEREAS, the District received and opened three bids on April 21, 2023:

\$923,069	Paso Robles Tank, Inc.
\$973,200	Euro Style Management
\$1,188,000	Farr Construction, Inc.; and

WHEREAS, the District has determined that the low bid is responsive; and

WHEREAS, the low bid is within the District's Fiscal Year 2022-23 budget of \$1,275,000, which is completely funded by a grant provided by the California Department of Water Resources.

NOW THEREFORE, BE IT RESOLVED, by the Board of Directors of Twain Harte Community Services District that:

1. A construction contract is awarded to Paso Robles Tank, Inc. (Contractor) in the amount of \$923,069 for construction of the Tank Project (Project #200-57-0002) and the General Manager is authorized to issue a Notice of Award; and
2. The Board President is authorized to execute the Tank Project construction contract upon receipt of acceptable performance and payment bonds, insurance certificates, and a contract executed by the Contractor; and
3. The General Manager, or his designee(s), is authorized to issue a Notice to Proceed and to approve contract change orders within the adopted budget.

PASSED AND ADOPTED, by the Board of Directors of Twain Harte Community Services District at their Regular Meeting held on May 10, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Eileen Mannix, Board President

Kimberly Silva, Board Secretary

**TWAIN HARTE COMMUNITY SERVICES DISTRICT
PROJECT DOCUMENTS FOR**

**MILLION GALLON TANK #2
REHABILITATION**

**DISTRICT PROJECT
200-57-0002**

TWAIN HARTE COMMUNITY SERVICES DISTRICT

22912 Vantage Pointe Drive
Twain Harte, CA 95383

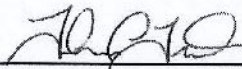
PROJECT DOCUMENTS

for construction of

DISTRICT PROJECT 200-57-0002

MILLION GALLON TANK #2 REHABILITATION

Approved for Construction:



Tom C. Trott, P.E.
General Manager



Eileen Mannix
Board President

March 2023

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**PART I
NOTICE INVITING BIDS**

**MILLION GALLON TANK #2 REHABILITATION
PROJECT 200-57-0002**

NOTICE IS HEREBY GIVEN THAT the Board of Directors of the Twain Harte Community Services District (District), Twain Harte, California, invites and will receive sealed bids for furnishing all labor, equipment, materials, and services specified for the construction of Twain Harte Community Services District Project 200-57-0002, Million Gallon Tank #2 Rehabilitation Project, in conformance with the Contract.

The work generally consists of upgrading appurtenances, replacing the roof and roof structure and recoating the interior and exterior of a one million gallon welded steel water tank and other related items as specified within the Project Documents. **The engineer's estimated construction cost for construction is \$1,196,000.**

A mandatory pre-bid meeting to discuss the Project will be held on Tuesday, April 11, 2023, at 10:00 a.m., local time, at the Project site – 23363 Mountain Drive, Twain Harte, CA 95383.

The District will receive bids at its receptionist area until 3:00 p.m., local time, Friday, April 21, 2023, at 22912 Vantage Pointe Drive, Twain Harte, California, at which time and place, in the District's Board Meeting Room, accepted bids will be publicly opened and declared aloud by the Secretary of the District, and before the General Manager, or his representatives. Bids may also be mailed to 22912 Vantage Pointe Drive, Twain Harte, CA 95383 so long as they are received prior to the above bid time. **NO LATE BIDS WILL BE ACCEPTED.**

Project Documents, addenda (if any) are available for viewing without charge through the District website at www.twainhartecsd.com and may be examined or obtained at the District's offices at 22912 Vantage Pointe Drive, Twain Harte, California, from 8:00 a.m. to 4:00 p.m., Monday through Friday. The bid results will be available on the District website after the bid opening.

Copies of the Project Documents and addenda may be obtained at the District's reception area or by calling the District at (209) 586-3172. A complete set of Project Documents on CD is available at no cost; each complete paper set of Project Documents is available for a nonrefundable fee of \$20. Payment must be made at the time the documents are obtained in the form of a check (payable to Twain Harte Community Services District) or cash.

Inquiries regarding further information about the Project may be directed to Tom Trott, General Manager, (209) 586-3172 or ttrott@twainhartecsd.com.

Inquiries regarding directions to the District office and the location of the pre-bid meeting may be directed to the District's receptionist at (209) 586-3172.

All bidders and subcontractors to bidders must be registered and qualified to perform public work pursuant to Section 1725.5 of the California Labor Code, subject to limited legal exceptions under California Labor Code Section 1771.1.

Notice is hereby given that, pursuant to Part 7, Chapter 1, Article 2, Section 1770 et. seq. of the Labor Code of the State of California, the successful bidding contractor and its subcontractors shall

pay their labor forces not less than the general prevailing rate of per diem wages as determined by the State of California Director of Industrial Relations, and travel and subsistence pay as such are defined in applicable collective bargaining agreements filed in accordance with Section 1773.8 of said Labor Code, for work needed and performed on this Project. Said determinations, in effect at the time of publishing this notice, are available at the above identified District office, or may be reviewed or examined by going to www.dir.ca.gov. It shall, pursuant to the provisions of Section 1773.2 of said Labor Code, be a requirement of the work for the successful bidding contractor to post and maintain a copy of said wages' determination at the Project site throughout duration of the work. Pursuant to California Labor Code Section 1771.4, this Contract is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

Bids to receive consideration must be signed by the bona fide prime contractor who proposes to undertake the work and who is properly licensed in accordance with the Contractor's License Law as provided beginning at Section 7000 of the Business and Professions Code of the State of California. The license classification(s) required for the work are as follows: **Class A and Class C33**. The Bidder shall have the required license(s). Each bid submitted (hard copy) must be on the forms furnished herein and in accordance with California Public Contract Code section 20683 must be accompanied by cash, a certified or cashier's check made payable to the District or Bidder's bond for an amount not less than ten percent (10%) of the aggregate total bid. A form bidder's bond is included in this bid packet. Pursuant to California Code of Civil Procedures Section 995.311, the District will verify all bonds for this Project are issued and executed by a California admitted surety.

The Contractor shall be allowed to substitute securities for any monies withheld to ensure performance under this Contract pursuant to Section 22300 of the California Public Contract Code.

The District Board of Directors reserves the right to reject any or all bids for the work and waive any non-material irregularities or omissions in the bids received.

Dated at Twain Harte, California, March 21, 2023.



Kimberly Silva, Board Secretary
Twain Harte Community Services District

PART II INSTRUCTIONS TO BIDDERS

INDEX

<u>Section</u>	<u>Title</u>
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2	Examination of Documents and Explanation to Bidders
3	Site Inspection and Conditions
4	Addenda to the Project Documents
5	Registration of Contractors
6	Schedule of Bid
7	Not Used
8	Comparison of Bids
9	Bidder's Statement of Subcontractors
10	Qualification of Bidders
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12	Bid Security
13	Bidder's Modification and Withdrawal of Bids
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PART II INSTRUCTIONS TO BIDDERS

SECTION 1 – PREPARATION AND SUBMISSION OF BIDS

Bids shall be prepared on the forms included in Part III, Bid Forms. All bid forms shall be properly executed and all blank spaces shall be filled in. Any modifications to Bidder-supplied information shall be initialed by the Bidder. Failure to comply with these requirements may, at the discretion of the District, be grounds for rejection of the bid.

Any changes by the Bidder to the District-printed bid forms may, at the discretion of the District, be grounds for rejection of the bid.

All forms in Part III, Bid Forms shall be submitted in their entirety in a sealed envelope. The sealed “Bid” envelope shall be in the District’s possession by the time stipulated in the Notice Inviting Bids, Part I. Partial or incomplete bids will not be considered. Bids shall be in strict conformity with Parts I, II, and III for District Project 200-57-0002 and any Addenda thereto.

Each bid shall be enclosed in a sealed envelope distinctly marked “Bid” and bearing the District’s project number, title as given, and the name and address of the Bidder. Bids shall either be (1) delivered in person at the Twain Harte Community Services District, 22912 Vantage Pointe Drive, Twain Harte, California, during normal business hours, being 8 a.m. to 4 p.m., Monday through Friday, or, (2) mailed to “Twain Harte Community Services District, 22912 Vantage Pointe Drive, Twain Harte, CA 95383, Attention: Secretary of the District” by the time and date restrictions listed in Part I, Notice Inviting Bids.

Where “days” is used in the Project Documents it shall mean calendar days unless stated otherwise.

Each bid shall show the full legal name and business address of the Bidder, including street address if it differs from its mailing address, and shall be signed with the usual signature of the person or persons authorized to bind the Bidder and shall be dated. Bids by a partnership or joint venture shall list the full names and addresses of all partners or joint ventures. The state of incorporation and corporate number shall be provided. The name of each signatory shall be typed or otherwise clearly imprinted below each signature where requested. When requested by the District, satisfactory evidence of the authority of any signatory on behalf of the Bidder shall be furnished.

The preparation of a bid shall be by and at the expense of the Bidder.

Bids shall be firm for sixty (60) days from and after the stated closing time, or until a Contract is fully executed by the District and a Bidder, whichever is earlier.

SECTION 2 – EXAMINATION OF DOCUMENTS AND EXPLANATION TO BIDDERS

The Project Documents consist of Notice Inviting Bids (Part I), Instructions to Bidders (Part II), Bid Forms (Part III), Contract and Bonds (Part IV), General Conditions (Part V), Special Conditions (Part VI), Technical Specifications (Part VII) and Project Drawings (Part VIII).

Any Bidder planning to submit a bid is responsible for examining with appropriate care the complete Project Documents and all Addenda, and is also responsible for informing itself with respect to all conditions, which might in any way affect the cost or the performance of any work. Failure to do so will be at the sole risk of the Bidder, and no relief can be given for errors or omissions by the Bidder.

All questions relative to the Contract prior to the issuance of the Notice of Award shall be directed to Tom Trott, Twain Harte Community Services District, 22912 Vantage Pointe Drive, Twain Harte, CA 95383.

Should the Bidder find discrepancies in or omissions from the Project Documents, or should the intent or meaning of the documents appear unclear, the Bidder shall at once notify the District of such findings. Questions received less than ten (10) days prior to the date for opening of the bids may not be answered. If the Bidder asks a question within five (5) days prior to the date for opening of the bids, the Bidder shall notify the District in writing of such question before the opening of the bids. The Bidder making notifications shall be solely responsible for their timely receipt by the District. Should the Bidder find patent ambiguities in the Project Documents, the Bidder shall at once notify the District of such findings in writing prior to opening of the bids. Replies to such notification of patent ambiguities may be made in the form of Addenda, which will be issued simultaneously to all persons who have obtained a copy of the Project Documents from the District. Failure of the Bidder awarded the Contract to notify the District of such patent ambiguity shall eliminate any and all recourse, including time extensions and Contract price adjustments the Bidder may have, against the District occurring as a result or arising out of such patent ambiguity.

The Bidder, by submission of its bid, confirms it has familiarized itself with the Project Documents and has found them fit and sufficient for the purpose of preparing its bid.

Copies of the Project Documents preliminary engineering and geotechnical reports (if any), are available for examination without charge during normal business hours (8 a.m. – 4 p.m., Monday through Friday) at the office of the:

Twain Harte Community Services District
22912 Vantage Pointe Drive
Twain Harte, CA 95383

At the time each Bidder obtains a copy of the Project Documents, it shall designate the address to which Addenda are to be sent. Such address shall be a street address. If the Bidder obtains the Project Documents online, the Bidder shall provide such address via email to the Project Manager at ttrott@twainhartecsd.com. Post office boxes alone are not acceptable. The Bidder shall also supply the telephone number, fax number, and email address.

SECTION 3 – SITE INSPECTION AND CONDITIONS

In addition to examination of the Project Documents, each prospective Bidder shall become fully informed regarding all existing and expected conditions and matters, which could affect any work or performance of any work.

The Bidder shall investigate and acquaint itself with the nature and location of work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling, and storage of materials; availability and quality of labor, water, and electric power; availability and condition of roads; climatic conditions and seasons; river hydrology and river stages; physical conditions at the work sites and the Project

areas as a whole; topography and ground surface conditions; equipment and facilities needed preliminary to and during performance of the Contract; and all other matters that can in any way affect performance of the Contract. The failure of the Bidder to acquaint itself with any applicable condition will not relieve it from the responsibility for properly estimating either the difficulties or the costs of successfully performing the Contract.

Where the District has made investigations of tank conditions in areas where work is to be performed under the Contract, such investigations are made only for the purpose of study and design. The use of such investigations, which is presented in the form of an Inspection Report, shall be at the sole risk of the Bidder. The Inspection Reports in these Project Documents are provided for the benefit of Bidders, and Bidders shall assume all risks concerning use of the Inspection Reports in preparing their bids. The Bidder shall make whatever other reasonable investigations as are necessary to determine to the Bidder's satisfaction, the character and amount of work to be performed.

The District assumes no responsibility whatsoever in respect to the sufficiency or accuracy of the Inspection Reports, the records thereof, or of the interpretations set forth therein or made by the engineer thereof; and there is no warranty or guaranty, either expressed or implied, that the conditions indicated by such investigations or records thereof are representative of those existing throughout such areas, or any part thereof, or that unforeseen development may not occur, or that materials other than, or in proportions different from those indicated, may not be encountered.

All Project work is located on property owned by the District. If access to the District's property is desired, arrangements must be made one working day in advance of planned access by contacting the District's job-site representative, Lewis Giambruno, at telephone number (209) 586-4988 or lgiambruno@twainhartecsd.com.

Any failure to fully investigate the sites or the foregoing conditions shall not relieve the Bidder from responsibility by estimating properly the difficulty or cost of successfully performing any work. Neither the District nor any of the District's representatives or agents assumes any responsibility for any verbal representation regarding all existing and excepted site conditions.

SECTION 4 – ADDENDA TO THE PROJECT DOCUMENTS

The District may modify any provision or part of the documents at any time prior to three (3) days before closing time, provided that the closing time set forth in Part I, Notice Inviting Bids, may be extended by the District at any time prior to said closing time. Such revisions, if any, will be in the form of Addenda, which will be issued as set forth in this Part II, Section 2, Examination of Documents and Explanation to Bidders.

Contractor failure to properly acknowledge all Addenda issued (including if none) may, at the discretion of the District, be grounds for rejection of the bid. This acknowledgement shall be provided by completing and signing the form included in Part III, Bid Forms, Section 1, Bid, herein. Each Bidder shall submit this acknowledgement as a part of its bid, but in no circumstances will the acknowledgement be accepted subsequent to the closing time for bids.

SECTION 5 – REGISTRATION OF CONTRACTORS

All Bidders and their Subcontractors must be registered and qualified to perform public work pursuant to Section 1725.5 of the California Labor Code. Bids will not be accepted nor any contract entered into without proof that the Bidder and its subcontractors are registered with the California

Department of Industrial Relations to perform public work pursuant to California Labor Code Section 1725.5, subject to limited legal exceptions.

All Bidders shall have the required license(s) under the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California to do the type of work contemplated in the Project and shall be skilled and regularly engaged in the general class or type of work called for under the Contract.

Each Bidder shall set forth in its bid the number, classification, and date of expiration of such license(s).

SECTION 6 – SCHEDULE OF BID

The quantities included in the bid are estimates of the work to be completed.

Bids shall be prepared on the form contained in Part III, Bid Forms, Section 2, Schedule of Bid. The total bid shall constitute full compensation for furnishing all materials and doing all work in the Contract. Bids must be provided for both Base Bid items and Additive Bid Items.

No substitution of materials, methods, or listed alternatives not specified in the Specifications shall be permitted.

SECTION 7 – NOT USED

SECTION 8 – COMPARISON OF BIDS

Bids will be compared on the basis of the total bid stated for the Base Bid in Part III, Section 2, Schedule of Bid. Additive Bid Items must also be completed and, at the option of the District, may be added to the value of the Base Bid to arrive at a total contract value after comparison of the Base Bids. Additive Bid Items will not be used for initial comparison of bids.

For the purpose of initial evaluation of bids, the following will be utilized in resolving arithmetic discrepancies and conflicts found on the face of the bidding schedule as submitted by Bidders:

- a. In case of discrepancy between unit price and extended price, the unit price will govern and will be used to correct the extension of unit prices.
- b. Apparent errors in addition of lump-sum and extended prices will be corrected.
- c. If no monetary symbol (\$ or ¢) is entered with a unit price, lump sum, or extension, a dollar sign (\$) will be assumed to be the Bidder's intent.

The District will recalculate the total bid based on the resolution of any arithmetic discrepancies and conflicts found. The lowest bid will be determined after any required recalculations.

Any bid that, in the opinion of the District, is so unbalanced between the various Contract items as to be detrimental to the best interests of the District will be rejected.

SECTION 9 – BIDDER'S STATEMENT OF SUBCONTRACTORS

In the form entitled Section 4, Bidder's Statement of Subcontractors, provided within Part III of this Project Manual, and pursuant to Section 4100 et seq. of the Public Contract Code, the Bidder shall submit the name, California State License Board (CSLB) license number, city, and state of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to the Project Documents, in an amount in excess of one-half of one percent (½%) of the bid total as set forth in the Schedule of Bid, Part III, Section 2. The prime contractor shall indicate the portion that will be done by each such subcontractor for each such portion as is defined by the subcontractor in its bid.

Failure to list subcontractors in Part III, Bid Forms, Section 4, Bidder's Statement of Subcontractors, is an express statement by the Bidder that it will perform that portion of the work with its own forces. The prime contractor may not substitute any person or subcontractor for a listed subcontractor without first obtaining written permission of the District's General Manager pursuant to provisions of Section 4107 of the Public Contract Code.

SECTION 10 – QUALIFICATION OF BIDDERS

Each Bidder shall submit with its bid an experience statement, substantially in the form included herein as Part III, Bid Forms, Section 7, Bidder's Statement of Experience.

A qualified bidder shall have a minimum five (5) years of experience ***specializing in tank fabrication and submersion service industrial coating for the water industry***. The bidder shall provide qualifications of the applicator and references listing at least three (3) projects completed in the past three (3) years.

If Bidder is a corporation, it shall submit its state of incorporation and corporate number in addition to its business address; if a partnership or joint venture, full names of all partners or joint venturers shall be given in the form included herein as Part III, Bid Forms, Section 1, Bid.

The District expressly reserves the right to reject any bid if it determines that the Bidder's business and technical organization, financial resources, safety information, plant and equipment to be used in performing work, or lack of successful experience in performing similar work is such that it is not in the District's best interest to accept the Bidder's bid.

Contractors or subcontractors who have been determined to have violated any public work laws and who are declared ineligible to perform work on public works projects by the Labor Commissioner as set forth in the Labor Code of the State of California, Section 1777.1 or 1777.7, are ineligible to bid or be awarded a contract for any public works project or to perform work as a subcontractor on a public works project.

SECTION 11 – CERTIFICATION OF COMPLETION REQUIREMENTS

By signing Part III, Bid Forms, Section 1, Bid, the Bidder acknowledges acceptability of the construction time frame as set forth in Part IV, Contract and Bonds, Section 1, Contract, "Time of Performance." The time specified for this work shall be deemed to start from the receipt of the Notice to Proceed. Contractor must submit a reasonable construction schedule describing how the Contractor will meet the construction time frame requirements.

SECTION 12 – BID SECURITY

No bid will be considered unless it is accompanied by bid security in the form of cash, a certified check or a cashier's check, payable to the order of the Twain Harte Community Services District, for a sum not less than ten percent (10%) of the bid total as set forth in the Bidder's Schedule of Bid, Part III, Section 2, or a Bidder's bond in the same amount executed as surety by a corporation acceptable to the District and authorized to issue such surety bond in the State of California. Such bond shall be in conformity with the form included as Section 9 of Part III, Bidder's Bond, of the Project Documents.

Upon an award to the lowest bidder, the security of an unsuccessful bidder shall be returned in a reasonable period of time, but in no event shall that security be held by the District beyond 60 days from the time the award is made.

SECTION 13 – BIDDER'S MODIFICATION AND WITHDRAWAL OF BIDS

A Bidder may, without prejudice to itself, modify or withdraw its bid by written request, provided that the request is received by the District prior to the time when bids are to be received. Following withdrawal of its bid, the Bidder may submit a new bid, provided that such new bid is received prior to the stated closing time.

SECTION 14 – BID OPENING AND AWARD OF CONTRACT

Bids will be kept unopened until the time stated for opening of bids. At such time, the contents of each bid will be made public. No responsibility shall attach to the District or any of its officers, employees, or representatives for the premature opening of a bid. All Bidders or their authorized representatives are invited to be present at the bid opening.

After opening the bids and prior to award of the Contract, the District will review the bids submitted and make a determination of the responsiveness of bids received. If the District Board of Directors or General Manager determines any bid to be nonresponsive, it reserves the rights to reject any or all bids. The District reserves the rights to reject any or all bids and to waive any non-material irregularities or omissions in bids received.

The successful Bidder will be notified in writing by the District of the Award of Contract as soon as practical and within twenty (20) days after opening of bids. Accompanying the District's Notice of Award will be the Contract, in duplicate, which the successful Bidder will be required to sign and return together with the Performance Bond, Payment Bond, and the required number of copies of insurance certificates and endorsements to the District within ten (10) days following receipt of such Notice of Award. The District will promptly determine whether such Contract, bonds, and insurance certificates and endorsements are acceptable, and upon such determination will forward a fully signed copy of the Contract to the successful Bidder. The District may issue a Notice to Proceed at any time prior to or after forwarding the Contract. The failure of any Bidder to whom the District may award the Contract as aforesaid to sign and return to the District the Contract, together with the required Performance Bond, Payment Bond, and insurance certificates and endorsements within the specified time period, shall entitle the District to declare a breach of Contract by such Bidder, to award the Contract to another Bidder, and to declare a forfeiture of the Bidder's bid security accompanying the bid.

In the event of such failure, the District will suffer damage, the amount of which is difficult, if not impossible, to ascertain; and the District shall, therefore, be entitled to retain the amount of such cashier or certified check submitted by the Bidder as bid security, or to enforce the provisions of the

Bidder's Bond in the amount thereof, as liquidated damages for such breach of Contract, as provided by applicable law.

SECTION 15 – RELIEF OF BIDDERS

Should a Bidder claim a mistake was made in its bid, the Bidder shall give the Secretary of the District written notice within five (5) business days after bid opening of the alleged mistake, and detail in said notice the circumstances under which the mistake occurred, all in accordance with Public Contract Code, Section 5103. Final determination of relief of Bidders shall be made by the District Board of Directors. Should the District Board of Directors accept the Bidder's claim for relief, the Bidder will be released from all obligations and further requirements, and its bid security will be returned as applicable.

SECTION 16 – BONDS

The Bidder to whom the Contract award is made shall, at the time of execution of the Contract, furnish to the District a Performance Bond and a Payment Bond, executed as surety by a corporation acceptable to the District and authorized to issue such surety bonds in the State of California. Such bonds shall be substantially in the form included in Sections 2 and 3, respectively, of Part IV of the Project Documents. Such Performance Bond and Payment Bond shall be for one hundred percent (100%) of the bid total as set forth in the Bidder's Schedule of Bid, Part III, Section 2. The entire cost of these bonds shall be borne by the successful Bidder.

If the surety on any bond furnished by the Contractor is declared bankrupt, or becomes insolvent, or its right to do business is terminated, or it ceases to meet the requirements of the above paragraph, the Contractor shall, within five (5) business days thereafter, notify the District and substitute another bond and surety, both of which must be acceptable to the District.

SECTION 17 – NONDISCRIMINATION IN EMPLOYMENT

Contracts for work under this Bid will obligate the Contractor and subcontractors not to discriminate in employment practices.

SECTION 18 – AGREEMENT TO ASSIGN (BIDDERS)

The Bidder's attention is directed to the provisions of Government Code Section 4552, which requires that in submitting a bid to a public purchasing body, Bidders offer to assign all rights arising from violations of antitrust regulations to the public entity if the bid is accepted. In pertinent part, Government Code Section 4552, reads as follows:

In submitting a bid to a public purchasing body, the Bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from the purchase of goods, materials, or services by the Bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder.

SECTION 19 – PROJECT DOCUMENTS TO SUCCESSFUL BIDDER

The Bidder to whom award is made may obtain three (3) sets of Project Documents for the work at no extra cost. It is the Contractor's responsibility to provide its own set(s) of conformed Project Documents.

SECTION 20 – BID PROTESTS

Any protest of the proposed award of Contract to the Bidder with the lowest responsive bid must be submitted in writing to the Secretary of the District, no later than 4 p.m. of the second (2nd) business day following the date of the Bid opening. All protests shall comply with the following procedures:

1. The initial protest must contain a complete statement of the basis for the protest.
2. The protest must state the facts and refer to the specific portion of the document or the specific statute that form the basis for the protest. The protest must include the name, address, and telephone number of the person representing the protesting party.
3. The party filing the protest must concurrently transmit a copy of the initial protest to the Bidder deemed the lowest Bidder.
4. The party filing the protest must have actually submitted a Bid on the Project. A subcontractor of a party filing a Bid on this Project may not submit a Bid Protest. A party may not rely on the Bid Protest submitted by another Bidder, but must pursue its own protest in a timely manner.
5. The procedure and time limits set forth in this Section are mandatory and are the Bidder's sole and exclusive remedy in the event of a Bid Protest. The Bidder's failure to fully comply with these procedures shall constitute a waiver of any right to further pursue the 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.
6. The District shall review all timely protests prior to formal award of the Contract. The District shall not be required to hold an administrative hearing to consider timely protest, but may do so at the option of the General Manager. At the time of the District Board of Directors' consideration of the award of the Contract, the District Board will also consider the merits of any timely protests. The District Board of Directors may either accept the protest and award the Contract to the next lowest Bidder, or reject the protest and award to the lowest Bidder.
7. These bid protest procedures shall not limit the District Board of Directors' or the General Manager's ability to reject all bids.

PART III BID FORMS

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Section	Title
1	Bid
2	Schedule of Bid
3	Bidder's License Certification and Department of Industrial Relations Registration
4	Bidder's Statement of Subcontractors
5	Noncollusion Declaration to be Executed by Bidder and Submitted With Bid
6	Bidder's Bond
7	Bidder's Statement of Experience

PART III BID FORMS

SECTION 1 – BID

In response to the Notice to Contractors, Part I, dated March 21, 2023, and in accordance with the accompanying Instructions to Bidders, Part II, the undersigned hereby proposes to the Twain Harte Community Services District, sometimes referred to as “District,” to furnish all plant, labor, technical and professional services, supervision, materials, and equipment (other than materials and equipment specified as furnished by the District), and to perform all operations necessary and required for construction of District Project 200-57-0002, Million Gallon Tank #2 Rehabilitation in accordance with the Project Documents, Parts I through VIII, inclusive, and any Addenda thereto, for District Project 200-57-0002, and at the prices stated opposite the respective items set forth in Part III, Bid Forms, Section 2, Schedule of Bid, attached hereto.

This Bid constitutes a firm offer to the District, which cannot be withdrawn for sixty (60) days from and after the date set for opening of bids, or until a contract is fully executed by the District, whichever is earlier.

The undersigned Bidder hereby certifies that it has examined and is fully familiar with all of the provisions of the Project Documents and records of investigations, where applicable; has carefully checked all of the words and figures shown on its Schedule of Bid, Part III, Section 2; has carefully reviewed the accuracy of all statements in this Bid and attachments hereto; and understands and agrees that the District will not be responsible for any errors or omissions on the part of the undersigned in preparing this Bid.

The undersigned Bidder has, by careful examination of the Project Documents and records of geotechnical investigations, where applicable, and by examination of the actual site conditions, satisfied itself as to the nature and location of all work, the general and local conditions to be encountered in the performance of any work, the requirements of the Contract, and all other matters that can in any way affect the work or the cost thereof.

If awarded the Contract, the undersigned agrees to execute and deliver to the District within ten (10) days after receipt of District’s Notice of Award, the Contract and the necessary Performance Bond, Payment Bond, and insurance certificates and endorsements.

Attached hereto and by this reference incorporated herein and made a part of this Bid are the following, which have been completed and executed by the undersigned Bidder:

- Part III, Section 2 - Schedule of Bid
- Part III, Section 3 - Bidder’s License Certification and Department of Industrial Relations Registration
- Part III, Section 4 - Bidder’s Statement of Subcontractors
- Part III, Section 5 - Noncollusion Declaration to be Executed by Bidder and Submitted With Bid
- Part III, Section 6 - Bidder’s Bond
- Part III, Section 7 - Bidder’s Statement of Experience

Enclosed herewith is a bid security in the form of a Bidder's Bond in favor of, or a certified check or a cashier's check payable to Twain Harte Community Services District, or cash in an amount not less than ten percent (10%) of the amount of the Bid total as set forth in the Schedule of Bid, Part III, Section 2, which shall be and remain the property of the District in the event of failure of the undersigned to execute and deliver the Contract and to furnish the necessary bonds and insurance certificates and endorsements in accordance with Part IV, Contract and Bonds. It is further understood by the undersigned that such failure will cause substantial injury to the District, including delay in its construction program, which injury is not easily reduced to monetary terms; and it is, therefore, agreed that the amount of the Bidder's Bid security is proper to be considered as liquidated damages for such injury and will be retained by the District in the event of such a failure.

The undersigned Bidder certifies that it is now registered with the Department of Industrial Relations (DIR) to do public work pursuant to California Labor Code Section 1725.5. The District reserves the right to require proof of registration.

The undersigned Bidder acknowledges receipt, understanding, and full consideration of the following Addenda:

ADDENDA NO(S). None
(Indicate none if no Addenda issued)

BIDDER:

Paso Robles Tank, Inc
Name of Company

3883 Wentworth Drive Hemet, CA 92545
Business Address

951-925-5022
Phone

Bids@pasoroblestank.com
Email

By: 
Authorized Signature

April 19, 2023
Date

Name: Shane P. Wombles
Print

C2229871
Corporate Number
(if Bidder is a Corporation)

Title: President | Secretary

State of Incorporation: CA

(If person executing on behalf of a Corporation is not the President or Vice President, evidence of authority to sign on behalf of Corporation must be attached.)

If Joint Venture

The undersigned certify that they have full authority to sign this Bid on behalf of the Joint Venture named above as Bidder.

N/A
Name of Joint Venture

By: N/A
Authorized Signature

By: N/A
Signature

Name: N/A
Print

Name: N/A
Print

Title: N/A

Title: N/A

Date: N/A

Date: N/A

(Submit statement explaining the nature of the individual entities that comprise the Joint Venture and evidence of authority of individuals who sign this Bid to do so on behalf of the Joint Venture.)

Joint Venture License No.: N/A

Date of Expiration: N/A

Classification: N/A

SECTION 2 – SCHEDULE OF BID

Unit Price Schedule of Prices for Construction of the Million Gallon Tank #2 Rehabilitation, in accordance with the Project Documents. The Bidder shall provide an amount in numbers for each item listed below (see Part II, Instructions to Bidders). Failure to comply with these requirements may be grounds for finding the bid nonresponsive.

BASE BID

Item No.	Item Description	Quantity	Unit	Unit Price	Total Price
1	MOBILIZATION AND CONSTRUCTION COORDINATION for the lump-sum (LS) price of	1	LS	\$ <u>36,750.00</u>	\$ <u>36,750.00</u>
2	REPLACE TANK ROOF for the lump-sum (LS) price of	1	LS	\$ <u>350,049.00</u>	\$ <u>350,049.00</u>
3	NEW GUARDRAIL, ROOF HATCH, ROOF VENT, LEVEL GAUGE, AND ROOF FALL PROTECTION SYSTEM for the lump-sum (LS) price of	1	LS	\$ <u>40,000.00</u>	\$ <u>40,000.00</u>
4	NEW CLIMBERS SAFETY DEVICE for the lump-sum (LS) price of	1	LS	\$ <u>2,750.00</u>	\$ <u>2,750.00</u>
5	NEW LOW SECTION OF CAGED EXTERIOR LADDER AND DOOR for the lump-sum (LS) price of	1	LS	\$ <u>8,000.00</u>	\$ <u>8,000.00</u>
6	INTERIOR COATINGS for the lump-sum (LS) price of	1	LS	\$ <u>220,000.00</u>	\$ <u>220,000.00</u>
7	EXTERIOR COATINGS for the lump-sum (LS) price of	1	LS	\$ <u>226,160.00</u>	\$ <u>226,160.00</u>
8	WELDED PATCHES for the per each (EA) price of	16	EA	\$ <u>200.00</u>	\$ <u>3,200.00</u>
9	DEMOBILIZATION for the per each (LS) price of	1	LS	\$ <u>15,000.00</u>	\$ <u>15,000.00</u>
10	NEW CATHODIC PROTECTION SYSTEM for the per each (LS) price of	1	LS	\$ <u>21,160.00</u>	\$ <u>21,160.00</u>

\$ 923,069.00
TOTAL BASE BID IN NUMBERS

Nine Hundred Twenty Three Thousand Sixty Nine Dollars and no cents

TOTAL BASE BID IN WORDS

SECTION 3 – BIDDER'S LICENSE CERTIFICATION AND DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION

Pursuant to the Business and Professions Code of the State of California, Section 7030:

"Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning a contractor may be referred to the Registrar, Contractor's State License Board, 3132 Bradshaw Road, Sacramento, California, Mailing Address: P.O. Box 26000, Sacramento, California 95826."

By executing its bid, Bidder certifies that it is now licensed in accordance with the provisions of the Contractor's License Law of the State of California, and license information is as follows:

License Number – Class A: 784971

License Expiration – Class A: N/A

License Number – Class C33: 784971

License Expiration – Class C33: N/A

Pursuant to California Labor Code section 1725.5, a contractor shall be registered to 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 public work contract.

By executing its bid, Bidder certifies that it is now registered in accordance with the provisions of California Labor Code section 1725.5, and has received the following number:

DIR Registration Number: 1000002079

SECTION 4 – BIDDER'S STATEMENT OF SUBCONTRACTORS


The undersigned Bidder submits herewith a list of subcontractors the Bidder proposes to employ on the work. Said subcontractors will each perform work in an amount greater than one half of one percent (½%) of the total bid. This list shall include the proper firm name, their license number and class, their DIR registration number, city and state of each subcontractor, and the portion of the work to be done by each subcontractor with the understanding that failure to name such subcontractors shall be witness that the Contractor shall have agreed to perform such portion of the work; and that the Contractor shall not subcontract said portion of the work; and if a subcontractor is listed, there shall be no substitution of that subcontractor without first obtaining written permission of the District Board of Directors pursuant to the provisions of Section 4107 of the Public Contract Code. The Contractor shall list only one subcontractor for each portion of the work to be done as defined by the Contract.

Portion of Work to be Done	Subcontractor Name	Contractor License Number	DIR Registration Number	Place of Business (City/State)
Industrial Sandblasting and Coating/Containment	Olympus & Associates	777677	1000007287	Reno
Cathodic Protection	Corrosion Integrity	1057714	1000421416	Roseville, CA

SECTION 5 – NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California)
) ss.
County of Riverside)

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

By: 
Authorized Signature

Name: Shane P. Wombles, President | Secretary
Print

Paso Robles Tank, Inc
Company

April 19, 2023
Date

Please see attached Notarized Certificate of Acknowledgement

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Riverside)

On April 19, 2023 before me, V. Jimenez, Notary Public
(here insert name and title of the officer)

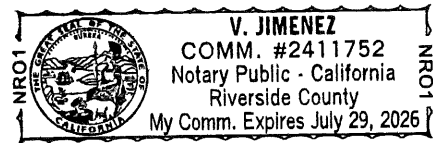
personally appeared Shane P. Womble

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

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

WITNESS my hand and official seal.

Signature *V. Jimenez*



(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Non Collusion

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) President/Secretary
Title(s)

- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: _____

representing: Paco Doble Tank, Inc.
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information
<p>Method of Signer Identification</p> <p>Proved to me on the basis of satisfactory evidence: <input type="radio"/> form(s) of identification <input type="radio"/> credible witness(es)</p> <p>Notarial event is detailed in notary journal on: Page # _____ Entry # _____</p> <p>Notary contact: _____</p>
<p>Other</p> <p><input type="checkbox"/> Additional Signer(s) <input type="checkbox"/> Signer(s) Thumbprint(s)</p> <p><input type="checkbox"/> _____</p>

SECTION 9 - BIDDER'S BOND

We, Paso Robles Tank, Inc., as Principal, and Arch Insurance Company, as Surety, are firmly held and bound unto the Twain Harte Community Service District, a community services district organized and existing under the laws of the State of California, sometimes referred to as the District, in the sum of Ten Percent (10%) of the Amount Bid (which is a sum not less than ten percent (10%) of the amount of the accompanying Bid total) for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, WHEREAS, the Principal has submitted to the District the accompanying Bid under a public Notice to Contractors Inviting Sealed Bids for District Project Million Gallon Tank #2 Rehabilitation, at 23363 Mountain Drive, Twain Harte, CA.

NOW, THEREFORE, if the accompanying Bid of the Principal is accepted and award be made by the District to the Principal; and if the Principal withdraws said Bid within the period specified in said Bid during which period said Bid cannot be withdrawn, or if the Principal shall fail, refuse, or neglect for any reason whatsoever within ten (10) days after receipt from the District of Notice of Award of the Contract to enter into the Contract with the District in accordance with the Principal's Bid and the Instructions to Bidders for said Project, and to give bond with good and sufficient surety, and to furnish the insurance certificates and endorsements as stated in said Bid and the Instructions to Bidders for said Project, then the sum guaranteed by this Bond is forfeited to the District.

It is agreed between Principal and Surety that such failure or neglect would result in injury to District, which is impracticable or extremely difficult to fix, and that such sum is considered by Principal and Surety as liquidated damages for such injury.

In the event suit is brought upon this Bond by the District and judgment is recovered, the Surety or Sureties shall pay all costs incurred by the District in such suit, including attorneys' fees to be fixed by the court.

April 19, 2023
Date

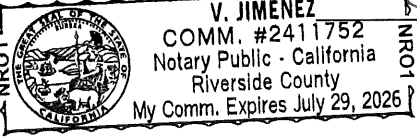
Paso Robles Tank, Inc.

Company Name
[Signature]
Principal (Authorized Signature)

825 26th Street
Business Address

Paso Robles, CA 93446
City State

ACKNOWLEDGEMENT OF PRINCIPAL'S SIGNATURE:

<p>A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.</p>	
<p>State of California } County of <u>Riverside</u> } ss</p> <p>On <u>April 19, 2023</u> before me <u>V. Jimenez</u>, a Notary Public, personally appeared <u>Shane P. Womble</u> Name(s) of Signer(s)</p> <hr/> <p>who proved to me on basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.</p> <p>I certify under PENALTY AND PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.</p> <p>WITNESS my hand and official seal</p> <p><u>[Signature]</u> Signature of Notary</p> <p></p>	<p>CAPACITY CLAIMED BY SIGNER</p> <p><input type="checkbox"/> INDIVIDUAL(S) <input checked="" type="checkbox"/> CORPORATE OFFICER(S) <u>President/Secretary</u> Title(s)</p> <p><input type="checkbox"/> PARTNER(S) <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> OTHER _____ Describe</p> <p><input type="checkbox"/> SUBSCRIBING WITNESS (for) _____ _____</p> <p>SIGNER IS REPRESENTING: Name(s) of Person(s) or Entity(ies) <u>Paso Robles Tank, Inc.</u> _____ _____</p>

March 24th, 2023
Date

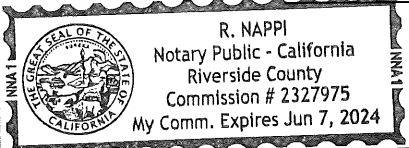
Arch Insurance Company
Company Name

[Signature]
Surety (Authorized Signature) Arturo Ayala, Attorney-in-Fact

550 South Hope Street, Suite 2600
Business Address

Los Angeles, CA 90017
City State

ACKNOWLEDGEMENT OF SURETY'S SIGNATURE:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.	
State of California } County of <u>Riverside</u> } ss	CAPACITY CLAIMED BY SIGNER <input type="checkbox"/> INDIVIDUAL(S) <input type="checkbox"/> CORPORATE OFFICER(S) _____ Title(s) <input type="checkbox"/> PARTNER(S) <input checked="" type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> OTHER _____ Describe <input type="checkbox"/> SUBSCRIBING WITNESS (for) _____ _____ _____
On <u>March 24th, 2023</u> before me <u>R. Nappi</u> , a Notary Public, personally appeared <u>Arturo Ayala</u> Name(s) of Signer(s)	
who proved to me on basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.	
I certify under PENALTY AND PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.	
WITNESS my hand and official seal <u>[Signature]</u> Signature of Notary <u>R. Nappi</u>	
	SIGNER IS REPRESENTING: Name(s) of Person(s) or Entity(ies) <u>Arch Insurance Company</u> _____ _____

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Ben Stong, Michael D. Stong and R. Nappi of Riverside, CA (EACH) Benjamin Wolfe, Chelsea Liberatore of Sacramento, CA (EACH) Adrian Langrell, Arturo Ayala, Daniel Huckabay, Dwight Reilly, Frank Morones and Shaunna Rozelle Ostrom of Orange, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars (\$150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

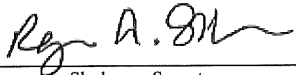
This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. **In Testimony Whereof**, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 10th day of February, 2023.

Attested and Certified



Regan A. Shulman, Secretary

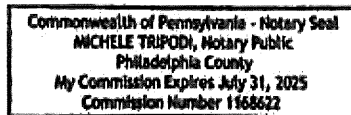


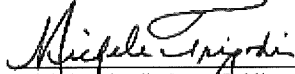
Arch Insurance Company


Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, **Michele Tripodi**, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.





Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, **Regan A. Shulman**, Secretary of the Arch Insurance Company, do hereby certify that the attached **Power of Attorney dated February 10, 2023** on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 24th day of March, 2023



Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



**To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.**

SECTION 7 – BIDDER'S STATEMENT OF EXPERIENCE

The undersigned Bidder submits, as a part of its Bid, the following statements as to its experience qualifications. The Bidder certifies that all statements and information set forth below are true and accurate. FAILURE TO COMPLETE THE FORM, AND/OR FAILURE TO PROVIDE INFORMATION FOR THE MINIMUM NUMBER OF PROJECTS MAY CAUSE BIDDER'S BID TO BE REJECTED AS NONRESPONSIVE.

A qualified bidder shall have minimum five (5) years of experience ***specializing in tank fabrication and submersion service industrial coating for the water industry.*** The bidder shall provide specific project details for at least three (3) such projects that Bidder has completed in the past three (3) years.

Years of specialized experience: 20+ Years

PROJECT TITLE AND DESCRIPTION OF QUALIFIED EXPERIENCE	PERFORMED FOR		
	AGENCY	CONTACT	PHONE
<p>Project #1: Mission Hills Pressure Zone Reservoir Storage Tank Date Completed: 2022 Description: Construction of ONE (1) new 6.5MG welded steel tank with appurtenances; furnishing all design calcs and fab drawings, furnishing and installing protective coatings on all interior and exterior surfaces of the reservoir, inc piping, appurtenances and misc metal, shop field testing constructing reinforced concrete ring-wall and related asphalt sand & clean sand foundation beneath reservoir.</p>	Coachella Valley Water District	Brian Fogg, PE	760) 398-2651
<p>Project #2: Filter Plant & Clearwell Improvements Phase 1A Date Completed: Dec 2021 Description: The work consisted of erecting two (2) 3.1MG recycled water storage tanks. Tanks were built with external, double bay press break roofs, providing an interior that eliminates inaccessible areas by moving the structure to the Ext of the tank. This construction method minimizes costly long term maintenance needs which is why the owner selected it.</p>	Central Contra Costa Sanitary District	Edgar J. Lopez	925) 229-7366
<p>Project #3: Dalton Reservoir Replacement Project Date Completed: July 2020 Description: Construction includes the demolition of an existing 130' diameter welded steel water tank and surrounding perimeter road, and the construction of a 155' diameter steel tank and new perimeter road.</p>	City of Livermore	Yanming Zhang	925) 960-8179

SAFETY + QUALITY = PRODUCTION



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Heavy Industrial Shop Fabrication & Field Erection

PASO ROBLES TANK, INC

"A wholly-owned subsidiary of Associated Construction & Engineering, Inc."

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HEMET, CA
3883 Wentworth Dr, Bldg A
Hemet, CA 92545
Ph: 951-925-5022
Fax: 951-925-6822

PASO ROBLES, CA
825 26th Street
Paso Robles, CA 93446
Ph: 805-227-1641
Fax: 805-238-9654

SPARKS, NV
775 E Glendale Ave
Sparks, NV 89431
Ph: 775-525-2862
Fax: 775-525-2866

CERTIFICATION OF RESOLUTION AND AUTHORITY

I, Shane P. Wombles, do hereby certify that I am the duly-elected and acting Secretary and President of Paso Robles Tank, Inc., a California Corporation, and that as such officer, I am duly authorized to make this certification on behalf of that corporation.

I further certify that by consent in lieu of a meeting dated March 18, 2019, as authorized by California law, the Board of Directors of said corporation adopted the following resolution in accordance with the By Laws of said corporation.

"RESOLVED, that any Paso Robles Tank Inc., Business Development Manager or Manager of Sales heretofore or hereafter employed in that capacity by Paso Robles Tank, Inc. or any other person as may from time to time be designated by the President is authorized to make bids, prepare quotations and submit and receive proposals for contracts; to negotiate and sign contracts and other agreements, bid bonds, performance bonds, and other related documents; and to execute other documents required in connection therewith, on behalf of Paso Robles Tank, Inc."

I further certify that the foregoing resolution is in full force and effect that Shawn P. Owens, Shane P. Wombles and Lawrence G. Wombles are duly designated and authorized Business Development Manager and have the authority to act on behalf of Paso Robles Tank, Inc.

This certificate shall remain in full force and effect unless and until written notice of revocation has been received by the person relying on this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of Paso Robles Tank, Inc., March 18, 2019.

A handwritten signature in black ink, appearing to read "Spws", written over a horizontal line.

SHANE P. WOMBLES
CORPORATE SECRETARY/PRESIDENT



PASO ROBLES TANK, INC.
A Wholly Owned Subsidiary of Associated
Construction and Engineering, Inc.

Phone: (805) 227-1641
Fax: (805) 238-9654
825 26TH Street • Paso Robles, CA 93446
P.O. Box 3229 • Paso Robles, CA 93447
Website: www.prt-bmt.com

ESTABLISHED:

April 18, 2000

TYPE OF BUSINESS:

Steel Tank Manufacturing: Engineer, Design, Fabricate, Erect, Repair, Dismantle and Paint Thermal Energy Storage (TES) Tanks; API 650, 620, 653 & AWWA D100-05 and D102-04 Welded Carbon Steel Tanks for Oil, Water, Wine, asphalt, petroleum, jet fuel, fertilizer, and Bulk Storage; Stainless Steel Tanks for the Wine Industry. We offer complete turn-key packages to include grading, excavating, structural concrete, masonry, pipeline, asphalt paving, fencing, electrical and landscaping. PRT also offers the full turn-key service of tank inspection, repair, and seismic upgrades. PRT follows all AWWA M-42 and API-653 standards. PRT is one of the leading tank repair experts in the industry.

Paso Robles Tank is one of the only tank manufacturers to engineer, design, fabricate, shop blast, prime, erect, and field coat all their tank projects in-house. The result is cost savings and ease of mind when it comes to warranty issues between the tank shop and field coating contractors. PRT is your one stop tank contractor.

Visit our website at www.pasoroblestank.com

CORPORATE OFFICE:

825 26th Street
Paso Robles, CA 93446
Phone: (805) 227-1641
Fax: (805) 238-9654

P.O. BOX 2810
HEMET, CA 92546

SO. CALIFORNIA REGIONAL OFFICE:

3883 Wentworth Drive
Hemet, CA 92545
Phone: (951) 925-5022
Fax: (951) 925-6822

NEVADA OFFICE:

775 E. Glendale Avenue
Sparks, NV 89431
Phone: (775) 525-2862
Fax: (775) 525-2866

KEY PERSONNEL:

CEO	Shawn P. Owens	(805) 227-1641	sowens@pasoroblestank.com
President/Secretary	Shane Wombles	(951) 925-5022	swombles@pasoroblestank.com
V.P. of Engineering	Michael Florio, P. E	(951) 925-5022	mflorio@pasoroblestank.com
Safety Director	Brian Preston	(949) 455-2682	bpreston@a-c-e-inc.com
Owner/Shareholder	Lawrence G. Wombles	(951) 925-5022	lwombles@a-c-e-inc.com
Treasurer	Dawn Willis	(949) 455-2682	dwillis@a-c-e-inc.com

CONTRACTOR'S LICENSES:

STATE	CLASS	LICENSE NO.	EXPIRATION DATE
Arizona	Class A	248974	September 30, 2024
California	Class A, C33, C51	784971	November 30, 2024
Nevada	Class A	0069435	September 30, 2023
Oregon	Class A	203391	June 23, 2024
Washington	Class A, C33	PASORRT875L4	June 24, 2023

BONDING COMPANY:

Arch Insurance Company
865 S. Figueroa Street Ste-2700
Los Angeles, CA 90017
(213)283-3517
c/o Commercial Surety Bonding Agency
1411 North Batavia, Ste. 201
Orange, CA 92867

Contact: Daniel Huckabay, Attorney-in-Fact
Email: dan@commercialsurety.com
Phone: (714) 516-1232
Fax: (714) 516-9563

INSURANCE COMPANY:

Hardy Insurance & Risk Management
2911 Bonita Avenue
La Verne, CA 91750
Contact: Lisa Perrault, CISR
Email: lperrault@hardyirm.com
Phone: (909) 593-7776
Fax: (909) 593-5411

Contact: Lisa Perrault, CISR
Email: lperrault@hardyirm.com
Phone: (909) 593-7776
Fax: (909) 593-5411

BANK REFERENCE:

American Riviera Bank
1033 Anacapa Street
Santa Barbara, CA 93101
Contact: Heidi Cummings
Email: hcummings@americanrivierabank.com
Phone: (805)296-1771
Fax: (805)296-1697

Resale Number: SRAR 100-135805
Federal Tax ID: 77-0541423
D & B Number: 070832394
DIR PW #: 100002079
Expire (6-30-23)

TRADE REFERENCES:

Kloeckner Metals

9804 Norwalk Blvd.
Santa Fe Springs, CA 90670

Contact: Bob Tripp
Email: BTripp@kloecknermetals.com
Phone: (562) 364-8011
Fax: (562) 320-8213

AMI Pipe and Supply

2125 Golden Hill Road
Paso Robles, CA 93446

Contact: Kevin Burt
Email: Kevin@burtindustrial.com
Phone: (805) 226-8154
Fax: (805) 226-8178

Valley Iron Inc.

3114 South Cherry Avenue
Fresno, CA 93776

Contact: Rhonda Watras
Email: Rhonda@valleyiron.com
Phone: (559) 485-3900
Fax: (559) 441-0279

Tnemec

417 Weber Ave
Compton, CA 90222

Contact: Tony Hobbs
Email: THobbs@tnemec.com
Phone: (310) 367-2363
Fax:

Patton Sales Corp

1010 S. Arrowhead Ave
San Bernardino, CA 92408

Contact: Brett Hoerner
Email: Bretth@pattoncorp.com
Phone: (909) 988-6461
Fax: (909) 984-8099

American Metals

1275 Boulevard Way
Walnut Creek, CA 94595

Contact: Raymond F. Garr
Email: Raymond.garr@american-metals.com
Phone: (925) 200-1375
Fax: (916) 371-2827

Home



CONTRACTORS STATE LICENSE BOARD



Contractor's License Detail for License # 784971

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 4/19/2023 1:32:40 PM

Business Information

PASO ROBLES TANK, INC.
27482 VIA INDUSTRIA
TEMECULA, CA 92590-3752
Business Phone Number:(951) 925-5022

Entity Corporation
Issue Date 09/25/2000
Expire Date 11/30/2024

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- ▶ A - GENERAL ENGINEERING
- ▶ C33 - PAINTING AND DECORATING
- ▶ C51 - STEEL, STRUCTURAL

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with ARCH INSURANCE COMPANY.

Bond Number: SU1165523
Bond Amount: \$25,000
Effective Date: 01/01/2023
Contractor's Bond History

Bond of Qualifying Individual

This license filed Bond of Qualifying Individual number **SU1184806** for SHANE P WOMBLES in the amount of **\$25,000** with ARCH INSURANCE COMPANY.

Effective Date: 01/01/2023
BQI's Bond History

Workers' Compensation

This license has workers compensation insurance with the ARCH INSURANCE COMPANY

Policy Number: 74WC18986800
Effective Date: 11/01/2022
Expire Date: 11/01/2023
Workers' Compensation History



Contractor Information

Legal Entity Name

PASO ROBLES TANK, INC.

Legal Entity Type

Corporation

Status

Active

Registration Number

1000002079

Registration effective date

7/1/2022

Registration expiration date

6/30/2023

Mailing Address

PO BOX 2810 HEMET 92546 CA United States of...

Physical Address

825 26TH STREET PASO ROBLES 93446 CA Unite...

Email Address**Trade Name/DBA**

PASO ROBLES TANK - BROWN-MINNEAPOLIS TA...

License Number(s)

CSLB:784971

CSLB:784971

Registration History

Effective Date	Expiration Date
6/6/2018	6/30/2019
6/13/2017	6/30/2018
6/29/2017	6/30/2018
5/2/2016	6/30/2017
6/26/2015	6/30/2016
10/17/2014	6/30/2015
7/1/2019	6/30/2020
7/1/2020	6/30/2021
7/1/2021	6/30/2022
7/1/2022	6/30/2023

Legal Entity Information

Corporation Number:**Federal Employment Identification Number:****President Name:**

SHANE WOMBLES

Vice President Name:**Treasurer Name:****Secretary Name:****CEO Name:****Agent of Service Name:**

SHANE WOMBLES

Agent of Service Mailing Address:

Po Box 2810 Hemet 92546 CA United States of America

Workers Compensation

Do you lease employees through Professional No

Employer Organization

(PEO)?:

**Please provide your
current workers
compensation insurance
information below:**

	PEO	PEO	PEO
PEO InformationName	Phone	Email	

Insured by Carrier

Policy Holder Name:PASO ROBLES TANK, INC.**Insurance Carrier:**

STARR INDEMNITY & LIABILITY COMPANY**Policy Number:**1000001891**Inception date:**

11/1/2022**Expiration Date:**11/1/2023



ASSOCON-01

GJENKINS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/5/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hardy Insurance Services, Inc. 2911 Bonita Avenue Suite A La Verne, CA 91750	CONTACT NAME: Lisa Perrault, CISR	
	PHONE (A/C, No, Ext): (909) 593-7776 7907	FAX (A/C, No): (909) 593-5477
E-MAIL ADDRESS: lperrault@hardyirm.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Crum & Forster Specialty Insurance Company		44520
INSURER B : Arch Insurance Company		11150
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Paso Robles Tank, Inc
27476 Via Industria
Temecula, CA 92590

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	EPK-141438	11/1/2022	11/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	71CAB8986800	11/1/2022	11/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EFX-121398	11/1/2022	11/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	X 74WC18986800	11/1/2022	11/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Pollution Liability*			EPK-141438	11/1/2022	11/1/2023	Per OCC 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 *Pollution Liability - \$2,000,000 AGG Limit applies
 **Professional Liability included at \$1,000,000 each Claim/\$2,000,000 AGG under same policy # as the General Liability and the Pollution Liability with Crum & Forster Specialty Ins. Co.
 Excess Liability policy is Following Form thus the Additional Insured and Waiver of Subrogation provisions of the underlying primary CGL & CPL policy applies.
 NOTE: Excess Liability Policy provides \$10M OCC/AGG Limit excess over CGL, CPL, PL, WC/EL coverages and \$5M Limit cap excess over AUTO LIAB coverage.
 SEE ATTACHED ACORD 101

CERTIFICATE HOLDER **EVIDENCE OF INSURANCE ONLY**	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY Hardy Insurance Services, Inc.		NAMED INSURED Paso Robles Tank, Inc 27476 Via Industria Temecula, CA 92590	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

NOTE #3: Upon Job being awarded , Named Insured can provide Additional Insured status as per EN0111-0211.

Primary Wording & CGL Waiver of Subrogation will apply as per EN0118-0211.

AUTO Additional Insured status and Waiver of Subrogation will apply as per 00CA011500 (10/13) & CA0444 (10/13).

WC Waiver of Subrogation will apply as per WC040306 (04/84).

NOTE #4: Upon Job being awarded, a Replacement Certificate will be issued specific to Cert Holder for Noted Project as this Evidence of Insurance CERT serves as proof of active insurance policies along with available CERT Endorsement forms for review purpose only.



PASO ROBLES TANK, INC.

A Wholly Owned Subsidiary of Associated Construction and Engineering, Inc.

SHANEP. WOMBLES PRESIDENT/SECRETARY

Email: swombles@pasoroblestank.com

GENERAL WORK EXPERIENCE:

- 10+ years of experience related to field erected tanks and shop fabricated tanks. Work experience includes fabrication, structural design of tanks and their foundations, quality inspection, purchasing, project management, construction planning, scheduling specifications review, contract negotiations, claims resolution, estimating, product development, manufacturing systems, design of fabrication and construction tooling and equipment.
- Significant industrial coating experience including selection and application of coating systems for most industrial service conditions. SSPC Protective Coatings Inspector I #57902.

PROFESSIONAL EXPERIENCE:

Paso Robles Tank, Inc.

President/Secretary

Paso Robles, CA

2018 – Present

- Responsible for Sales, Marketing & Operations related to the companies field API & AWWA storage tanks. Duties and responsibilities include estimating, structural design, process design, code compliance, estimate review, contract execution & sales coordinating between the different locations of operation. Projects include carbon steel storage tanks for a variety of storage applications including water, oil and oil processing, chemical, fuels, waste water, and water and waste treatment.

Paso Robles Tank – Brown Minneapolis Tank, Inc.

Estimating/Secretary

Paso Robles, CA

2015 – 2018

- Duties and responsibilities include estimating, structural design, code compliance, shop and field fabrication and construction details (project management, accounting, Certified Welding Inspector, Coatings Inspector, and superintendent). Projects include carbon steel storage tanks for a variety of storage applications including water, oil and oil processing, chemical, fuels, waste water, and water and waste treatment.

Paso Robles Tank, Inc.

Construction Superintendent

Paso Robles, CA

2013 – 2016

- Duties and responsibilities included management of field tank fabrication and erection crews, facilitate delivery of material and equipment to projects, coordinate and schedule construction activities with various departments, subcontractors and vendors, work with engineering, shops and field crews troubleshooting erection/fabricating issues and establishing best practices, hiring and training of new employees, verify all work is completed in compliance with applicable construction and safety standards.



PASO ROBLES TANK, INC.

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Paso Robles Tank, Inc.

Project Manager

Paso Robles, CA

2012 - 2016

- Duties Include: Microsoft Project & Primavera 6 scheduling from project start to finish, Managing Budget's, Management of material acquisition and Vendor relations, Cash Flow Reporting, Project Billing, Writing meeting agenda's, Coordinating project kickoff meetings, Writing Sub-Contract Agreements, Reviewing subcontract's for compliance, Issuing notices and overall Construction Project Management for Bolted, NFPA 22, API and AWWA Tank Projects.

Paso Robles Tank, Inc.

Welder/Boilermaker/Tank Builder

Paso Robles, CA

2009 - 2012

- Duties Include: Perform the fit up and welding of plate, piping and structural components on water and petroleum storage tanks at various locations in the Western United States. Duties also included blue print reading, layout, cutting, grinding, welding, and crane operation.

Southwest Tank

Project Coordinator

Hemet, CA

2006 – 2009

- Duties and responsibilities include estimating assistant, project management, payroll and parts delivery. Projects include carbon steel storage tanks for a variety of storage applications including water, oil and oil processing, chemical, fuels, waste water, and water and waste treatment.

EDUCATION & CERTIFICATIONS:

- American Welding Society (AWS) Certified Welding Inspector (CWI-QC1) Certificate # 15050771 2014 – Current
- NCCCO Certified Crane Operator 2012 – Current
- OSHA 30 Hour Training Course for Construction 2016 – Current
- OSHA 10 Hour Training 2013 - Current
- Protective Coatings Inspector ID#57902 2013 – Current
- STI SP001 Aboveground Tank System Inspector ID#: AST-135016 2013 – Current
- Certified Diver 2004 – Current
- SWPPP Compliance Training Cert # 130212-4875-02 2013 - Current



PASO ROBLES TANK, INC.

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Phone: (951) 925-5022
Fax: (951) 925-6822
3883 Wentworth Drive, Bldg A
Hemet, CA 92545
Website: www.pasoroblestank.com

MICHAEL J. FLORIO, P.E. VICE PRESIDENT OF ENGINEERING

Email: mflorio@pasoroblestank.com

GENERAL WORK EXPERIENCE:

Nineteen years of experience in structural engineering with emphasis in steel plate structures.

PROFESSIONAL EXPERIENCE:

Paso Robles Tank – Brown-Minneapolis Tank, Inc.

Vice President – Engineering (Civil and Structural)

Hemet, CA

2007 – Present

- Manage engineering department. Interview, hire and manage key engineering and drafting personnel. Create and maintain standards and protocol for the department.
- Responsible for structural design of all welded carbon and stainless steel tanks, both shop fabricated and field erected ranging in size from 1000 Gal to 13 MG.
- All tanks designed to current codes including: AWWA D100-11, API 650-12th Edition, API 653-5th Edition, 2012 International Building Code, 2013 California Building Code and ASCE 7-10.

Progressive Engineering

Principal Engineer

Corona, CA

2004 - 2007

- Owner and operator – served as consultant to welded steel and bolted steel tank industries.
- Designed tanks for public, municipal and industrial clients serving the water, wastewater and oil industries.
- Performed structural design on several extraordinary tanks including a 3.2 MG buried steel tank and bolted steel tank in Guam with 170 mph wind load.
- All tanks designed to current codes including: AWWA D100-05, API 650-10th Edition, API 653-3rd Edition, 2003 International Building Code, 2001 California Building Code and ASCE 7-02

MWH

Professional Engineer

Pasadena, CA

1997 - 2003

- Responsible for the structural design of new hydraulic structures utilizing concrete, masonry and steel.
- Plan checked design and shop drawings, analyzed structures using STAAD.Pro, modal frequency analysis.
- Led structural design on water and wastewater treatment plants, pump stations, retaining walls, flood control channels, inlet and outlet structures, overflow structures, CALTRANS projects and other miscellaneous structures.
- Prepared design drawings using 2D and 3D CAD with MicroStation, Triforma, and Triforma Structural.



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Hemet, CA 92545
Website: www.pasoroblestank.com

INDUSTRY CERTIFICATIONS OR POSITIONS:

California State Polytechnic
University
Pomona, CA
B.S. Civil Engineering

1999

Arizona Registered
Professional Engineer
Civil Engineering

California Registered
Professional Engineer
Civil Engineering

Nevada Registered
Professional Engineer
Civil Engineer

Oregon Registered
Professional Engineer
Civil Engineering

Washington Registered
Professional Engineer
Civil Engineer



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Hemet, CA 92545
Website: www.pasoroblestank.com

Christopher Reynolds Senior Project Manager

Email: creynolds@pasoroblestank.com

GENERAL WORK EXPERIENCE:

- Twenty years of experience in metal fabrication and production. Eight years of experience related to field erected and shop fabricated tanks. Work experience includes fabrication, quality inspection, purchasing, project management, construction planning, specification reviews, contract negotiation, estimating, coating systems, and construction tooling.

PROFESSIONAL EXPERIENCE:

Paso-Robles Tank-Brown-Minneapolis Tank, Inc.

Project Manager

Albuquerque, NM

2015 – Present

- Duties and responsibilities include estimating, budget creation, safety and quality planning and auditing, progress tracking, changed management, billing, subcontract issue and management. Current projects include API 650 and AWWA D100 storage tanks for refining, waste treatment, and power generation facilities. Experience with USACE

Brown-Minneapolis Tank

Project Manager

Albuquerque, NM

2008 – 2015

- Estimating, scheduling, budget generation, execution, and progress reporting to support field fabrication of welded steel storage tanks. Projects include AWWA D100, API-650, API-653, and API 620 carbon steel and stainless steel storage tanks for products such as water, fuel, oil, liquid nitrogen, and molten salt.

Bailiwick Structural Systems

Project Manager

Raleigh, NC

2000 – 2004

- Responsible for prototyping, scheduling, inventory management, quality auditing, and process design for the fabrication of telecommunications equipment. Managed implementation of ISO 9001-2000 compliant production and quality management program.

INDUSTRY CERTIFICATIONS OR POSITIONS:

ISO 9001 Internal Auditor Certification

OSHA 500 Trainer Course For Construction



PASO ROBLES TANK, INC.

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CUSTOMER/JOB REFERENCES

2004 -2021

TANK OF YEAR AWARDS

2021 TANK OF THE YEAR – STI/SPFA

API 650 Thick Juice Storage Tank

Amalgamated Sugar

Design & Construction Standard: API 650

Twin Falls, ID

Owner: The Amalgamated Sugar Company, LLC

Phone: 208-735-5415

GC: The Amalgamated Sugar Company, LLC

Email: John Aschenbrenner Jaschenbrenner@amalsugar.com

Description of Work: This project consisted of getting 936,000 lbs. of steel designed, ordered, processed and constructed in the middle of a pandemic. We managed to provide an expedited construction schedule to support just in time product transmission from the processing facility while delivering the highest quality & long-lasting product to the client.

Contact Dates: October 2021

Contract: \$2,350,000.00

2021 TANK OF THE YEAR – STI/SPFA

Hyperion Bioreactor

L.A Bureau of Sanitation

Design & Construction Standard:

Playa Del Rey, CA

Owner: Evoqua Water Technologies, LLC

Phone: 229-227-8763

GC: Evoqua Water Technologies LLC

Email: Jimmy Speigner Jimmy.Speigner@evoqua.com

Description of Work: Quick turn-around design, fabrication, construction and coatings of a prototype bioreactor tanks to support ongoing test program for the client's process. Steel construction was the selected material due to the strength, lead time and aesthetic requirements of this project. Product was delivered on time to support tight client project goals.

Contact Dates: October 2021

Contract: \$ 1,234,155.00



PASO ROBLES TANK, INC.

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2021 TANK OF THE YEAR – STI/SPFA

**Filter Plant & Clearwell Improvements Phase 1A
Central Contra Costa Sanitary District
Design & Construction Standard: AWWA D100-11
Martinez, CA 94553**

Owner: Edgar J. Lopez

Phone: (925) 229-7366

GC: Overaa Construction

Email: elopez@centralsan.org

Description of Work: The work consisted of erecting (2) 3.1MG recycled water storage tanks; these tanks were part of a larger overall project for the owner to improve existing facilities.

Tanks were built with external, double-bay press break roofs, providing an interior that eliminates inaccessible areas by moving the structure to the Ext of the tank. This construction method minimizes costly long-term maintenance needs which is why the owner selected it.

Contact Dates: December 2021

Contract: \$ 4,378,200.00

2020 TANK OF THE YEAR – STI/SPFA

**Dalton Reservoir Replacement Project
City of Livermore
Design & Construction Standard: AWWA D100
1052 South Livermore Avenue
Livermore, CA 94550**

Owner: Yanming Zhang

Phone: (925) 960-8179

GC: Paso Robles Tank, Inc

Email: YZhang@cityoflivermore.net

Description of Work: Construction includes the demolition of an existing 130-foot diameter welded steel water tank and surrounding perimeter road, and the construction of a 155-foot diameter steel tank and new perimeter road.

Contact Dates: January 2019 – July 2020

Contract: \$5,870,000.00



PASO ROBLES TANK, INC.

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2019 TANK OF THE YEAR – STI/SPFA

San Manuel East Reservation Water Storage Reservoir

San Manuel Band of Mission Indians

Design & Construction Standard: AWWA D100

101 Pure Water Ln.

Highland, CA 92346

Owner: Marios Ignelis

Phone: (909) 425-3590 x 104331

GC: Sukut Construction

Email: kcrawford@sukut.com

Description of Work: 80-foot diameter x 32-foot high external press-broke knuckle roof water tank – 1.1 MG

Contact Dates: August 2019 – December 23, 2019

Contract: \$1,061,558.00

2019 TANK OF THE YEAR – STI/SPFA

12th & Maple Expansion Project

12th & Maple Wine Company

Design & Construction Standard: Wine Tank

1242 SE Maple St.

Dundee, OR 97115

Contact: Thomas Smalls

Phone: (503) 538-7724

Email: Thomas@12mwc.com

Description of Work: Two (2) 98,133 Gallon SS Wine Tanks & Two (2) 121,820 Gallon SS Wine Tanks. Constructed on-site.

Contact Dates: March 22, 2018 – November 06, 2019

Contract: \$427,984.00



PASO ROBLES TANK, INC.

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Construction and Engineering, Inc.*

2018 TANK OF THE YEAR – STI/SPFA

Jamestown Reservoir 1.0 MG Replacement Project

Tuolumne Utilities District

Design & Construction Standard: AWWA D100, Section 14

18885 Nugget Boulevard

Sonora, California 95370.

Contact: Erik Johnson

Phone: (209) 532-5536; Ext. 519

Email: ejohnson@tudwater.com

Description of Work: Engineer, design and construct 1.0 MG welded steel water storage including site work, concrete ring-wall foundation, interior/exterior coatings and cathodic protection including tank appurtenances.

Contact Dates: November 2018

Contract: \$884,865.00

2017 TANK OF THE YEAR – STI/SPFA

Paradise Meadows 5.4 MG Welded Steel Reservoir

Eastern Municipal Water District

Design & Construction Standard: AWWA D100

2270 Trumble Road

Perris, CA 92572

Pacifica, CA 94044

Contact: Karl Roland, Construction Administrator

Phone: (951) 928-3777, Ext. 4442

Email: rolandk@emwd.org

Description of Work: Install and construct 5.4 MG water storage tank including site work, pipeline, Cathodic Protection, interior and exterior coatings, and all other appurtenances.

Contract Dates: July 2016 to July 2017

Contract: \$1,710,000.00



PASO ROBLES TANK, INC.

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2017 TANK OF THE YEAR – STI/SPFA

Mission Hills Pressure Zone 6.5 MG Reservoir

Coachella Valley Water District

Design & Construction Standard: AWWA D100, Section 14

75515 Hovley Lane East

Palm Desert, CA 92211

Contact: Brian Fogg

Phone: (760) 398-2651; ext. 2331

Email: bfogg@cvwd.org

Description of Work: Install and construct 6.8 MG water storage tank including site work, pipeline, Cathodic Protection, interior and exterior coatings and all other appurtenances.

Contract Dates: November 2017

Contract: \$3,815,396.00

2016 TANK OF THE YEAR – STI/SPFA

Christen Hill Reservoir – 3.75 MG Water Reservoir

North Coast County Water District

Design & Construction Standard: AWWA D100, Section 14

2400 Francisco Boulevard

Pacifica, CA 94044

Contact: Chris Regnart

Phone: (650) 355-3462

Email: cregnart@nccwd.com

Description of Work: Install and construct a 3.75 MG (108 ft. diameter x 67 ft.) water storage tank including site work, pipeline, Cathodic Protection, interior and exterior coatings, and all other appurtenances.

Contract Dates: October 2016

Contract: \$2,534,506.00



PASO ROBLES TANK, INC.

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2016 TANK OF THE YEAR – STI/SPFA

2016 Winery Expansion – (3) Shop Fabricated Atmospheric Tanks

Trump Winery – Charlottesville, VA

Design & Construction Standard:

3550 Blenheim Road,

Charlottesville, VA 22902

Contact: Jonathan Wheeler

Phone: (434) 984-4855

Email: jwheeler@trumpwinery.com

Description of Work: engineering, fabrication, erection and of three stainless steel wine tanks,
11' 3" dia. X 20' ht. with a 15,000 gallon capacity.

Contract Dates: June 2016

Contract: \$121,041.00

2015 TANK OF THE YEAR – STI/SPFA

Eastside WTF Phase 2 – 4.0 MG Water Reservoir

City of Chino Hills, CA

Design & Construction Standard: AWWA D100-11

14000 City Center Drive

Chino Hills, CA 91709

Phone: (909) 364-2600

Developer: Watson Land Company

Contact: Christopher L. Trujillo

Phone: (310) 952-6432

Email: ctrujillo@watsonlandcompany.com

Description of Work: engineering, fabrication, erection and coating of 4.0 MG reservoir,
double-bay knuckle roof including site grading, tank appurtenances, interior and exterior coating
with mural painted on exterior of tank.

Contract: \$2,459,350.00



PASO ROBLES TANK, INC.

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Construction and Engineering, Inc.*

2014 TANK OF THE YEAR – STI/SPFA

**Groundwater Replenishment System (2) 7.5 MG Welded Steel Water Storage Tanks 9–
Orange County Water District ~ Job No.: 0207P**

Subcontractor for McCarthy Builders

Design & Construction Standard: AWWA D100-11

10505 Garfield Ave

Fountain Valley, CA 92708

Contact: Curt Horner

Phone: (949) 851-8383

Email: CHorner@McCarthy.com

Description of Work: engineering, fabrication, erection and coating of two (2) 7.5 million gallon welded steel reservoirs. Foundation design for each tank required 449 concrete piles 60 to 65 feet deep, due to ground soil having extremely high liquification-potential during a seismic event. The project takes highly treated wastewater and purifies it through a three-step process that includes microfiltration, reverse osmosis and ultraviolet light with hydrogen peroxide. It is the world's largest advanced water purification facility of its kind, prior to this expansion project producing up to 70 million gallons of new water every day. Each tank is 216 ft. diameter x 32 ft. shell height with a three bay roof structure. The weight of each tank is approximately 1,600,000 pounds a piece. Both tanks were shop blasted and primed prior to full interior 100% solids coating system. It is estimated that the life-cycle of the tank coatings is 50 years.

Contract Value: \$6,142,099.00

2013 TANK OF THE YEAR – STI/SPFA

Bridge District Water Storage Tank and Park Project #22006 ~ Job No.: 0113P

City of West Sacramento

Design & Construction Standard: AWWA D100-11

1110 West Capitol Avenue

West Sacramento, CA 95691

Contact: Drew Gidlof,

Phone: (916) 617-4645

Email: drewg@cityofwestsacramento.org

Description of Work: Engineer, design, construct and install 3.0 MG water storage tank including interior and exterior coating, CP and all appurtenances.

Contract Value: \$1,780,000.00



PASO ROBLES TANK, INC.

*A Wholly-Owned Subsidiary of Associated
Construction and Engineering, Inc.*

2012 TANK OF THE YEAR – STI/SPFA

Berryman Reservoir 2.6 MG Reservoir Replacement ~ Job No.: 4450P

Eastbay Municipal Utility District –

Design & Construction Standard: AWWA D100-11

375 11th Street,

Oakland, CA 94623

Contact: Anthony P. Ballestero, P.E.

Phone: (510) 287-1012

Email: tballest@ebmud.com

Description of Work: This 2.6 million gallon steel reservoir was built to replace an existing concrete reservoir that was determined to be past its useful life. This is a very unique structure where the roof system consists of a complicated braced frame structure supported completely independently of the tank shell. The bi-level roof system is a square shape with rounded corners all cantilevering over the tank shell. Over the structural steel frames, girders and rafters, the roof is made of corrugated decking, redwood nailers, and built up bituminous roofing with a rock roof. The roof utilized weathering steel accents including the fascia, railing system and a pair of false corbels at each quadrant. With input from the neighborhood association, the architecture design of the roof was developed to provide similar visuals to the tank being replaced. To minimize the view impact to the neighbors on the hill above the tank, the full perimeter roof railing was constructed using (6) ¼" diameter stainless steel cable strands between the top rail and the roof surface.

Completion: June 2011

Contact Value: \$3,044,750.00

2011 TANK OF THE YEAR – STI/SPFA

4.5 MG Gibbel Rd. Recycled Water Tank and Pipeline ~ 4432P

Eastern Municipal Water District

Design & Construction Standard: AWWA D100-11

2270 Trumble Road

Perris, CA 92572

Contact: Karl Roland, Construction Administrator

Phone: (951) 928-3777 (x4475)

Email: rolandk@emwd.org

Description: Install and construct 4.5 MG recycled water storage tank including exterior/ interior coatings, cathodic protection and all appurtenances.

Engineer: AECOM – Amanda Combs (805) 268-8080

Contract Value: \$5,330,645.00



PASO ROBLES TANK, INC.

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Construction and Engineering, Inc.*

2010 TANK OF THE YEAR – STI/SPFA

Lost Horse 5.0 MG Reservoir and Pipeline ~ Job No.: 4350P

Indio Water Authority

Design & Construction Standard: AWWA D100-11

83-101 Ave. 45

Indio, CA 92201

Contact: Anders Wickstrom

Phone: (909) 974-4900

awickstrom@indio.org

Description of Work: Install and construct a 5.0 MG water storage tank including sitework, pipeline, Cathodic Protection, interior and exterior coatings, and all other appurtenances.

Contract Value: \$5,039,524.00

2010 SPECIALITY TANK OF THE YEAR – STI/SPFA

Eastern Municipal Water District-Moreno Valley RWRP P-APD ~ Job No.: 4366P

W.M. Lyles General Contractor

Low Pressure Gas Tank Holder

Design & Construction Standard: API 620

2270 Trumble Road

Perris, CA 92572

Contact: Gabe Necochea, Construction Administrator

Phone: (951) 928-3777, Ext. 4475

Email: necochea@emwd.org

General Contractor: W.M. Lyles

38444 Sky Canyon Drive., Ste. 150

Murrieta, CA 92563

Phone: (951) 973-7393

Description: Design, manufacture, fabricate and install low pressure gas holder tank as a subcontractor for W.M. Lyles.

Contract Value: \$484,134.00



PASO ROBLES TANK, INC.

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Construction and Engineering, Inc.*

NEW TANK CONSTRUCTION AND TANK REPAIR/RETROFIT PROJECT EXPERIENCE 2006 – 2020

Reservoir 4606-1 Mission Hills Pressure Zone (New Tank Construction)

Coachella, CA

Design & Construction Standard: AWWA D100

Coachella Valley Water District

P.O Box 1059

Coachella, CA 92236

Contact: Brian Fogg

Phone: (760) 398-2651

Email: BFogg@cvwd.org

Description of Work: Furnishing and erecting one (1) new 6.5 MG welded steel potable water reservoir with appurtenances; furnishing all design calculations and fabrication drawings; furnishing and installing protective coatings on all interior and exterior surfaces of the reservoir, including piping, appurtenances, and miscellaneous metal; shop and field testing; constructing reinforced concrete ring-wall and related asphalt sand and clean sand foundation beneath reservoir; furnishing and installing reservoir drain and overflow piping; leakage and pressure testing pipelines; and all related work.

Contract: \$ 3,815,396.00

Pechanga North Casino Tank

Valley Center, CA

Design & Construction Standard: AWWA D100

Pechanga Water Systems

Contact: Eagle Jones, PWS Director

PO Box 1477

Temecula, CA 92593

Phone: (951) 770-6223

Email: EJones@pechanga-nsn.gov

Description of Work: Work Includes application of protective coatings to interior surfaces and paints to exterior surfaces, including surface prep, handling of hazardous and non-hazardous material/wastes, disinfection of interior surfaces and additions, replacement and modification of miscellaneous structural items to bring the structure into compliance with current safety and health codes, standards and regulations and other work necessary to accomplish the approved end result of totally protected and usable structures, including attachments, accessories and appurtenances. Tank dimensions: 1.4MG (93' Dia x 31'-3" Height)

Contract: \$ 64,125.00



PASO ROBLES TANK, INC.

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Construction and Engineering, Inc.*

Sycuan Reservoir and Piping Improvements

El Cajon, CA

Design & Construction Standard: AWWA D100

Sycuan Band of Kumeyaay Nation – Sycuan Indian Reservation

Contact: Elmer Sarabia – Swinerton Builders

16798 W. Bernardo Drive

San Diego, CA 92127

Phone: (858) 668-8217

Email:

Description of Work: The Sycuan Reservoir and Piping Improvements are being constructed to accommodate the Phase 1 Casino and Hotel Expansion and to serve the ultimate needs of Sycuan. The potable reservoir consists of a 1.6 MG welded steel reservoir and appurtenances with inlet and outlet piping. The potable water reservoir supply and discharge line will be a 12-inch pipe that is constructed in the existing and new section of access road. Reservoir site improvements include site piping, vaults, precise grading, drainage, and asphalt paving improvements. The improvements include extending the existing access road and constructing a water line and electrical conduit in the access road. Offsite piping improvements are also included in the design drawings.

Contract: \$ 2,051,780.00

Redland Reservoir No. 3 and Rehabilitation of Reservoir No. 2

Oregon City, OR

Design & Construction Standard: AWWA D100

Clackamas River Water

GC: Clackamas River Water

Contact: Adam Bjornstedt

Phone: (503) 772-9229

Email: N/A

Description of Work: Construction of a 1.25million gallon (MG)welded steel reservoir; Rehabilitation of an existing 0.75 MG welded steel reservoir; Demolition and removal of an existing 0.30 MG steel reservoir, including piping and the concrete foundation; Construction of a telemetry building of concrete masonry unit and wood-framed roof construction Site stormwater detention facility, precast concrete vaults and manholes, piping and retaining walls; Site clearing, including tree removal, excavation, and grading at CRW's reservoir site and adjacent access easement; Approximately 300 linear feet of various diameter Class 52 restrained ductile iron water piping, including valves and appurtenances, and connections to existing water mains; Abandonment of existing piping and demolition of miscellaneous structures; Restoration of site to original or better condition, including paved and gravel portions of access road, on-site gravel access road, temporary and permanent erosion control, and other measures as required.

Contract: \$ 934,500.00



PASO ROBLES TANK, INC.

*A Wholly-Owned Subsidiary of Associated
Construction and Engineering, Inc.*

Rehabilitation of South Casino Tank Valley Center, CA

Design & Construction Standard: AWWA D100

Pechanga Water Systems

Contact: Eagle Jones, PWS Director
PO Box 1477
Temecula, CA 92593

Phone: (951) 770-6223

Email: EJones@pechanga-nsn.gov

Description of Work: Work to be performed includes application of protective coatings to interior surfaces and paints to exterior surfaces, including surface preparation, handling of hazardous and non-hazardous material/wastes, disinfection of interior surfaces and additions, replacement and modification of miscellaneous structural items to bring the structure into compliance with current safety and health codes, standards and regulations and other work necessary to accomplish the approved end result of totally protected and 3 usable structures, including attachments, accessories and appurtenances.

Contract: \$ 223,545.00

Tank 2A06 Rehabilitation and Replacement Lake Havasu City Arizona

Design & Construction Standard: AWWA D100-11

2330 McCulloch Blvd N

Lake Havasu City, AZ 86403

Contact: Jonathan Tull, Atkins,
2270 Corporate Circle, Suite 200
Henderson, NV 89074

Phone: (702) 551-0319

Email:

Description of Work: Engineering, fabrication, erection and coating work of this contract comprises two alternatives: Alternative 1 – general rehabilitation of the existing Tank 2A06 including new aluminum roof (Alternative 1A) or steel roof (Alternative 1B), and Alternative 2 removal of existing steel Tank 2A06 and construction new tank in the same location with new aluminum roof (Alternative 2A) or steel roof (Alternative 2B).

Contract: \$1,126,242.00



PASO ROBLES TANK, INC.

*A Wholly-Owned Subsidiary of Associated
Construction and Engineering, Inc.*

R-24 & R-24A Reservoirs (Structural Tank Repair)

City of Henderson, NV

240 S. Water Street

Henderson, NV 89015

Contact: Vincent (Vince) R. Miller

Phone: (702) 267-2539

Email: vmiller@cityofhenderson.com

Contact: Ali Zenhari, P.E.

Phone: (702) 267-2572

Email: Ali.Zenhari@cityofhenderson.com

Description of Work: Installation of roof vents, removal of existing overflow structures and installing new overflow structures including associated piping, removal and replacement of the existing floors including the subgrade material, install cathodic protection system, replace existing dollar plates, center columns and base plates including spot repairs and overcoat both reservoirs.

Contact Dates: 11-01-16 to 05-18-16

Contract Value: \$1,438,155.00

R-26B Reservoir Rehabilitation (Structural Tank Repair)

City of Henderson, NV

240 S. Water Street

Henderson, NV 89015

Contact: Vincent (Vince) R. Miller

Phone: (702) 267-2539

Email: vmiller@cityofhenderson.com

Contact: Ali Zenhari, P.E.

Phone: (702) 267-2572

Email: Ali.Zenhari@cityofhenderson.com

Description of Work: Structural rehabilitation of 0.9 MG steel reservoir including removal and replacement of interior steel floor, spot repair, remove and replace interior reservoir protective coating, spot repair exterior and power wash, patch and grout between the annulus and the ring-wall, install cathodic protection, replace vent, manway covers, and other related appurtenances.

Contact Dates: 11-16-16 to 04-24-16

Contract Value: \$599,500.00



PASO ROBLES TANK, INC.

*A Wholly-Owned Subsidiary of Associated
Construction and Engineering, Inc.*

Western Sugar Thick Juice Storage Expansion- The Western Sugar Cooperative

Contract Start: 09-01-15 /Completion Date: 10-01-16

1221 8th Avenue, Suite E

Greeley, CO 80631

Contact: Robert Zimmerman P.E.

Direct: 970.304.6025

Cell: 970.371.0474

Fax: 970.352.5276

Description of work: Four API 650 tanks 135' Diameter by 40' High with shovel bottom's which required additional coordination with the customers foundation contractor. After arriving to site and finding out there was differing conditions due to the foundation's levelness being out of tolerance our in house engineers quickly worked up a solution that was acceptable to all parties and the delay was minimized.

Contract Value: \$4,500,000

Zone 4 Reservoir Improvements Two Steel Reservoirs (250,000 & 116,000 Gallons)

City of Glendora

Design & Construction Standard: AWWA D100-aa

116 E. Foothill Boulevard

Glendora, CA 91741

Contact: Jason Roehrborn

Phone: (626) 914-8253

Email: jroehrborn@ci.glendora.ca.us

General Contractor: Canyon Springs Enterprises dba RSH Construction

3883 Wentworth Drive, Bldg. B.

Hemet, CA 92545

Contact: Bob Hamilton

Phone: (951) 925-2288

Email: bhamilton@rshconstruction.com

Description of Work: Design, manufacture, fabricate and install two welded steel reservoirs (250,000 and 116,000 gallons) including tank appurtenances, interior and exterior coatings.

Contract Value: \$747,152.87



PASO ROBLES TANK, INC.

*A Wholly-Owned Subsidiary of Associated
Construction and Engineering, Inc.*

Angel's Camp Reservoir & Access Road Paving ~ Job No.: 0357P

City of Big Bear Lake Department of Water & Power

Design & Construction Standard: AWWA D100-11

41972 Garstin Drive

Big Bear Lake, California 92315

Contact: Laine Carlson, PE

Phone: (951) 483-3200

Fax: (951) 354-3482

Email: lcarlson@wsc-inc.com

Description of Work: Design, fabrication and erection of 1.0 million gallon welded steel reservoir situated in a secluded mountainous area of Big Bear Lake City. Construction on a tight project site with limited access and at 7000 feet elevation proved challenging. Tank was constructed and coated in under three months. The tank added gravity storage for fire protection in this remote area.

Contract Amount: \$1,086,757.00

Reservoir No. 2 (New Tank Construction ~ In Progress)

Design & Construction Standards: AWWA D100-11 (Section 14)

Town of Coulee City, WA

501 West Main Street

Coulee City, WA 99115

Phone:

Engineer: David VanCleve, Gray & Osbourne

107 S. 3rd Street

Yakima, WA 98901

Phone: (509) 453-4833

Email: dvanclave@g-o.com

Description of Work: Engineer, design, install and fabricate nominal 610,000 gallon welded steel reservoir (31' diameter x 110' shell high) self-supporting roof including appurtenances.

Contract Value: \$1,372,541.95



PASO ROBLES TANK, INC.

*A Wholly-Owned Subsidiary of Associated
Construction and Engineering, Inc.*

Water System Improvements 2015 (New Tank Construction)

Design & Construction Standard: AWWA D100-11

City of Enterprise, Oregon

108 N.E. First Street

Enterprise, OR 97828

Contact: Troy Baker (Owner's Contact)

Phone: (541) 426-3093

GC: Warrington Construction (208) 739-3344
brookswarrington@hotmail.com

Engineer: Troy Baker, Anderson Perry & Associates (Engineer/CM)
3707 S. Godfrey Blvd. #119, Spokane, WA 99224

Email: tbaker@andersonperry.com

Phone: (541) 963-8309

Description of Work: The construction of a (01) 40' diameter x 48' shell high standpipe including engineering. Work also included protective coatings and cathodic protection.

Contract Value: \$430,454.00

Cape Lookout State Park (New Tank Construction)

Design & Construction Standard: AWWA D100-11

State of Oregon Parks and Recreation

12735 NW Pacific Coast Highway

Seal Rock, OR 97376-9632

Contact: 725 Summer Street, N.E. Ste. C
Salem, OR 97009

Phone: (541) 563-8507

GC: Clackamas Construction
P.O. Box 279, Boring, Or 97009

Contact: Bobbie Mohler

Phone: (503) 663-1144; ext. 105

Fax: (503) 663-6251

Email: bobbie5164@comcast.net

Description of Work: The construction of (01) 25'-0" diameter x 29'-0" shell height cone roof tank including interior/exterior coatings and appurtenances.

Contract Value:



PASO ROBLES TANK, INC.

*A Wholly-Owned Subsidiary of Associated
Construction and Engineering, Inc.*

Lakeland Hills Reservoir 5 Improvements (Repair and Recoating)

Design & Construction Standard: AWWA D100-11

City of Auburn

25 West Main Street

Auburn, WA 98001-4998

Contact: Matt Larson, Project Engineer

Phone: (253) 804-5032

Email: mlarson@auburnwa.gov

Engineer: Lance Stevens, Gray and Osboure
701 Dexter Avenue, North Suite 200
Seattle, WA 98109

Phone: (206) 284-0860

Description of Work: Repair 53'-4" diameter x 61'-0" Standpipe, demo existing roof vent, manways, existing ladder and handrails; pour concrete ballast into bottom of tank, install new manways, handrail, ladder, stairway, and platform; mixing system and interior/exterior coatings.

Contract Value: \$1,360,625.10

Deer Park 0.2 MG Reservoir Rehabilitation (Repair and Recoating)

Clallam County PUD No. 1

Design & Construction Standards: AWWA D100-11

2431 E. Highway 101

PO Box 1090

Port Angeles, WA 98362

Contact:

Phone:

Engineer: Murray, Smith & Associates, Inc.
1145 Broadway Plaza, Ste. 1010
Tacoma, WA 98402

Phone: (253) 627-1520

Fax: (253) 627-1923

Description of Work: Rehabilitation of an existing at grade 0.2 MG (33'-6" diameter x 32') including removal and discard of the existing telecommunications box and electrical cabinet, install new 10" inlet/outlet, install new roof hatch, center vent, interior ladders, fall prevention system with security door, new handrails, safety cable and tether point.

Contract Value: \$189,800.00



PASO ROBLES TANK, INC.

*A Wholly-Owned Subsidiary of Associated
Construction and Engineering, Inc.*

Junction Well Improvement & 1.0 MG Reservoir (New Tank Construction)

Design and Construction Standards: AWWA D100-11 (Section 14)

City of Ridgefield, Public Works

301 N. 3rd Avenue

Ridgefield, WA 98642

GC: Clackamas Construction
P.O. Box 279, Boring, Or 97009

Contact: Bobbie Mohler

Phone: (503) 663-1144; ext. 105

Fax: (503) 663-6251

Email: bobbie5164@comcast.net

Contact: Tim Shell, P.E.

Phone: (360) 857-5023

Email: tim.shell@ci.ridgefield.wa.us

Engineer: Mike Johnson, Gray and Osbourne
2102 Carriage Street, SW Ste. 200
Olympia, WA 98502-1049

Phone: (360) 292-7481

Fax: (360) 292-7517

Description of Work: Engineer, design, install and fabricate 1.0 MG weld steel reservoir (78'-0" diameter x 33'-0") including interior/exterior coatings and appurtenances.

Contract Value: \$475,000.00

Hydro Domestic Water Improvements (New Tank Construction)

Design & Construction Standards: AWWA D100-11

Public Utility District #2 of Grant County, WA

14353 Highway 243 S.

Beverly, WA 99321

Contact: R. Durkee

Phone: (509) 754-8055

GC: Rotschy, Inc.
9210 NE 62nd Avenue
Vancouver, WA 98665

Contact: Hans Schmeusser

Phone: (360) 334-3100

Description of Work: Engineer, design, install and fabricate 204,000 gallon welded steel reservoir (34'-0" diameter x 32'-1") internal rafter cone roof including interior/exterior coating and appurtenances.

Contract Value: \$309,000.00



PASO ROBLES TANK, INC.

*A Wholly-Owned Subsidiary of Associated
Construction and Engineering, Inc.*

Malden Water Reservoir Replacement Project (New Tank Construction)

Design and Construction Standards: AWWA D100-11

Town of Malden

P.O. Box 248

Malden, WA 99149

GC: Wesslen Construction
5308 E. Cataldo
Spokane Valley, WA 99121

Contact: Jerry Wesslen

Phone: (509) 534-4346

Email: Jerry@wesslen.com

Engineer: Thomas, Dean & Hoskins, Inc. (TD&H)

303 E. 2nd Avenue
Spokane, WA 99202

Phone: (509) 622-2888

Fax: (509) 622-2889

Description of Work: Engineer, design, install and fabricate 32' x 48' welded steel reservoir including interior/exterior coatings and appurtenances.

Contract Value: \$344,000.00

Solana Solar Power Generating Station ~ Job No.: 4443P

Moulton Salt Thermal Storage Tanks ~ 12 Tanks

Gila Bend, AZ

Design & Construction Standard:

- API 650, 11th Ed., Ad. 1
- API 620 10th Ed, Ad. 1
- 2008 ASME Boiler and Pressure Vessel Code, Appendix II, Part D
- AISI-E-1, Vol. II, Part VII

Abener Engineering and Construction Services, LLC

14522 South Outer Forty Road; Suite 101

Chesterfield, MO 63017

Contact: George Noles

Phone: (314) 275-1331

Fax: (314) 275-2406

Email: George.noles@abener.abengoa.com

Description of Work: Design and engineer consultant for 12 salt thermal storage tanks for Abener Engineering and Construction

Contract Value: \$11,635,497.00



PASO ROBLES TANK, INC.

*A Wholly-Owned Subsidiary of Associated
Construction and Engineering, Inc.*

FT. Irwin Army Base – Army Corp. of Engineers ~ Job No.:

CDM Smith Constructors, Inc.

4553 Tippecanoe Street

Fort Irwin, CA 92310

Contact: Usingama Mvuemba

Email: mvuembaUFC@cdmsmith.com

Phone: (909) 579-3467

Description of Work: New tank construction of 9 tank including cathodic protection, interior and exterior coatings, and all other appurtenances

Contract Amount: \$4,086,014.00

Middle Chiquita Canyon Water Facilities, Zone A Reservoir & Zone 1 Reservoirs

3 Tanks (Dw-2-1-2, Dw-2-2-2, Rw-2-A-1, Rw-2-A-2) ~ Job No.: 0344P

Design & Construction Standard: AWWA D100-11

Santa Margarita Water District

26111 Antonio Pkwy

Rancho Santa Margarita, CA 92688

Contact: Jeff McDonnell

Phone: (949) 459-6582

Email: jeffm@smwd.com

Engineer: RBF Consultant, 14725 Alton Pkwy., Irvine, CA 92618

Contact: John Naggle

Description of Work: The work comprises the construction of one recycled and two domestic water reservoirs, inlet/outlet piping system, miscellaneous site work and appurtenant work.

Contract Value: \$6,876,002.00



PASO ROBLES TANK, INC.

*A Wholly-Owned Subsidiary of Associated
Construction and Engineering, Inc.*

Low Pressure Gas Holder City of San Jose ~ Job No.: 0412P

Design & Construction Standard: API 620

City of San Jose

200 E. Santa Clara St. Floor 2

San Jose, CA 95113

Contact: Paula Dawson

Phone: (480) 277-8148

Fax: (480) 227-4421

Email: Paula.Dawson@sanjoseca.gov

GC: Subcontractor to Anderson Pacific

Contact: Peter Anderson

Email: Pea@andpac.com

Description of Work: Modifications to existing digester gas holder system, demolition of the existing digester gas holder, construction of new digester gas storage element, install associated appurtenances for fully operating the new digester storage element, installation, start-up, testing and commissioning and safety plan for commissioning of gas holder.

Contract Value: \$1,025,138.00

1 MG, 3 MG, 4 MG and 6 MG Water Tank Repair and Upgrade Project ~ Job No.: 0270P

City of Calexico

Design & Construction Standard: AWWA D100-11

608 Herber Ave.

Calexico, CA 92231

Contact: Nick Servin

Phone: (760) 768-7462

Email: nservin@calexico.ca.gov

Description of Work: A result of the April 4th 2010, 7.2 magnitude earthquake centered 29 miles southeast of Mexicali, Mexico the 1.0 MG, 3.0MG and 4.0MG water storage tanks were damaged. The initial assessment of the impaired tanks was to repair only the damaged areas. After careful review, the City of Calexico decided to build a new 6.0MG and demolish the 1.0 MG and 3.0 MG. Furthermore, it was cost effective to the City because the replacement cost was less expensive than the repair cost. The 1.0 MG, 3.0 MG 4.0 MG and 6.0 MG Water Tank Repair and Upgrade Project began construction on April 29, 2013.

Paso Robles Tank, Inc. engineered, designed and constructed the 6.0 MG welded steel tank with diameter of 194' x 34' high per the AWWA D100-11 construction standard. As well as structural repairs to the 4.0 MG existing tank. Steel tonnage used 600 tons and weight in pounds 1,400,000 of steel.

Contract Dates: 04-2013 to 10-2014

Contract Value: \$6,230,639.00



PASO ROBLES TANK, INC.

*A Wholly-Owned Subsidiary of Associated
Construction and Engineering, Inc.*

930 Zone Recycled Water Reservoir 5 MG ~ Job No.: 0232P

Inland Empire Utilities Agency

Design & Construction Standard: AWWA D100-11

6075 Kimball Ave., Bldg. B

Chino Hills, CA 91708

Contact: Adham Almasri

Phone: (909) 993-1600

Fax: (909) 993-9000

Email: aalmasri@ieua.org

Description of Work: Engineer, design and construction nominal 5.1 MG AWWA D100-11 (Section 14) Welded Steel Tank. The diameter is 170' x 35' with a cone roof tank. This water storage tank benefits the residents and businesses of Chino Hills and Chino. Additionally, the tank provides recycled water as an additional source of water for landscape irrigation use and groundwater recharge.

Contract Dates: 12/19/2012 to 4/14/2013

Contract Value: \$5,283,201.00

Johnstown Tank Improvement

Helix Water District

Design & Construction Standard: AWWA D100-11

7811 University Avenue

La Mesa, CA 91942

Contact: Chris McRae

Phone: (619) 667-6278

Fax: (619) 667-6235

Email:

Description of Work: Structural repairs to a 2.2 MG (75' x 72', 4") including install new Halo cone structure support at center column, spiral stairway, roof platform, replace manways, remove and replace new handrail, containment to existing 2.2 MG welded steel tank, blast, prime and interior and exterior recoating.

Contract Value: \$674,581.00



PASO ROBLES TANK, INC.

*A Wholly-Owned Subsidiary of Associated
Construction and Engineering, Inc.*

New 3 MG Palmer Avenue Reservoir ~ Job No.: 0295P

City of Coalinga

Design & Construction Standard: AWWA D100-11

3348 W. Mineral King Ave.

Visalia, CA 93291

Contact: Chris Hale

Phone: (559) 735-9556

Fax: (559) 735-9529

Email: Chris@cmconstructionservices.com

Description of Work: Construction of a 3 million gallon above ground steel water reservoir with associated piping and valves to allow the existing Palmer Reservoir to be taken out of Service as well as operating in parallel with the new reservoir The new reservoir will be approximately 44 feet tall and 113 feet in diameter The project will also include Construction of approximately 700 feet of buried underground water pipes ranging in size from 18 to 30 inches and a 4 foot foundation ring.

Contract Value: \$2,650,000.00

Waite Street 1467 Zone 2.5 MG Reservoir ~ Job No.: 0322P

Elsinore Valley Municipal Water District

Design & Construction Standard: AWWA D100-11

31315 Chayne Street

Lake Elsinore, CA 92530

Contact: Larry Rein

Phone: (951) 674-3146

Email: lrein@evmwd.net

Description of Work: Demo and disposal of a 0.5 MG tank and replacement of 2.5 MG welded steel reservoir including cathodic protection, interior and exterior coatings, and all other appurtenances.

Contact Date: 09-2013 to 09-2014

Contract Value: \$2,498,609.00



PASO ROBLES TANK, INC.

*A Wholly-Owned Subsidiary of Associated
Construction and Engineering, Inc.*

1.2 MG Welded Steel Zone 4 Tank ~ Job No.: 0321P

Yuima Municipal Water District

Design & Construction Standard: AWWA D100-11

34928 Valley Center Road

Pauma Valley, CA 92061

Contact: Todd Engstrand

Phone: (760) 742-3704

Fax: (760) 742-2069

Description of Work: The work includes but is not limited to, construction of a 1.2 million gallon capacity welded steel potable water storage tank and furnishing all labor, materials and appurtenances necessary to complete the construction.

Contract Value: \$930,420.00

0.25 MG Linnet Tank ~ Job No.: 0306P

Golden State Water Company

Design & Construction Standard: AWWA D100-11

2143 Convention Center Way Suite 110

Ontario, CA 91764

Contact: Larry Fordham

Phone: (909) 937-0111; Ext 347

Email: LDFORDHA@gswater.com

Description of Work: Install and construct a new 0.25 MG welded steel water tank including cathodic protection, interior and exterior coatings, and all other appurtenances.

Contract Value: \$599,688.00

Schoolhouse Tank Project, Phase 1: New East Tank 100,000 Gallon ~ Job No.: 0101P

Montara Water and Sanitary District

Design & Construction Standard: AWWA D100-11

8888 Cabrillo Highway

Montara, CA 94307

Contact: Jessica Adams

Phone: (415) 776-5800

Email: jka@srtconsultants.com

Description of Work: Install and construct new 100,000 Gallon welded steel water tank including cathodic

Contract Value: \$522, 879.00



PASO ROBLES TANK, INC.

*A Wholly-Owned Subsidiary of Associated
Construction and Engineering, Inc.*

**Mojave Solar Power Plant - Abener Teyma Mojave – 14 Tanks ~ Job No.: 0187P
(MT-402 A & B; MT-424, A & B; MT-444 A & B; MT-451 A & B; MT-453 A & B, MT-
204 A & B; MT-204A and MT-204B)**

Design & Construction Standard:

- **API 650,**
- **API 620**
- **AWWA D-100**

Abener Teyma Mojave General Partnership

13911 Park Avenue, Suite 206

Victorville, CA 92392

Contact: Antonio Frias

Phone: (661) 754-6736

Email: antonio.frias@abeinsaepc.abengoa.com

Description of Work: Design, engineer, construct and install 14 welded steel water storage tank including foundations, exterior and interior coating and all appurtenances.

Engineer: Michael J. Florio, P.E. – Paso Robles Tank, Inc.

Phone: (951) 925-5022; ext. 204

Contract Value: \$11,601,596.93

2.0 MG Benton Rd. Recycled Water Tank and Pipeline ~ Job No.: 4458P

Eastern Municipal Water District

Design & Construction Standard: AWWA D100-11

2270 Trumble Road

Perris, CA 92572

Contact: Karl Roland, Construction Administrator

Phone: (951) 928-3777, Ext. 4442

Email: rolandk@emwd.org

Description: Install and construct 2.0 MG recycled water storage tank including exterior/interior coatings, cathodic protection and all appurtenances.

Engineer: Kennedy/Jenks – Ryan Huston (951) 676-6740.

Contract Value: \$4,561,500.00



PASO ROBLES TANK, INC.

*A Wholly-Owned Subsidiary of Associated
Construction and Engineering, Inc.*

R9, R17A and RR20B Rehabilitation ~ Job No.: 4312-CF-REP

City of Henderson, Nevada

Design & Construction Standard: API 653, AWWA D100-11

240 Water Street

Henderson, NV 89015

Contact: Fernando Platin

Phone: (702) 267-2548

Fax: (702) 267-3606

Description of Work: Structural repairs, blasting and recoating, installation of cathodic protection system for 3 welded steel potable and reclaimed water reservoirs.

Engineer: Carollo Engineers – John D Doller (602) 263-9500

Contract Value: \$1,815,525.00

San Antonio Plant Forebay 0.5 MG Reservoir ~ Job No.: 4552P

Golden State Water Company

Design & Construction Standard: AWWA D100-11

2143 Convention Center Way Suite 110

Ontario, CA 91764

Contact: Melissa Bergman

Phone: (909) 937-0111 Ext 331

Description of Work: Install and construct new welded steel tank including interior and exterior coatings with appurtenances.

Contract Value: \$788,889.00

Longfellow 5.0 MG Recycled Water Tank ~ Job No.: 0125P

Eastern Municipal Water District

Design & Construction Standard: AWWA D100-11

2270 Trumble Road

Perris, CA 92572

Contact: Karl Roland, Construction Administrator

Phone: (951) 928-3777 (x4475)

Email: rolandk@emwd.org

Description of Work: Install and construct a 5.0 MG recycled water tank including interior and exterior coatings, cathodic protection, and all other appurtenances.

Contract Value: \$4,595,346.00



PASO ROBLES TANK, INC.

*A Wholly-Owned Subsidiary of Associated
Construction and Engineering, Inc.*

Construction of the 3.75 MG Mesa Tank Project ~ Job No.: 0210P

Santa Clarita Water A Division of Castaic Lake Water Agency

Design & Construction Standard: AWWA D100-11

P.O. Box 903

Santa Clarita, CA 91380

Contact: Hugo Borja, Senior Engineering Technician

Phone: (661) 964-3993

Fax: (661) 286-4330

Email: hborja@scwater.org

Description of Work: Construction of a new 3.75 million gallon above ground 170-foot diameter welded steel tank. The work also includes onsite and offsite excavation and grading, asphalt concrete pavement, spiral stairway, overflow piping, and appurtenances

Contract Value: \$2,396,713

Construction of 5.8 MG Baldy Mesa Tank Project – Job No.: 4161 (2007)

City of Victorville, CA

Design & Construction Standard: AWWA D100-11

14343 Civic Drive

Victorville, CA 92392

Phone: (760) 955-5001

Fax: (760) 269-0023

Engineer: So & Associates Engineers Inc

16209 Kamana Rd Ste 100

Apple Valley, CA 92307

Phone: (760) 242-2365

Description of Work: Construction of a new 5.8 MG above ground welded steel tank. The work includes design, engineer, erect, coatings and all other appurtenances.

Contract Value: \$3,000,000

Quartz Hill 9.0 MG Welded Steel Tank – 4183 (2007)

Antelope Valley-East Kern Water Agency

Design & Construction Standard: AWWA D100-11

6500 W Ave N,

Palmdale, CA 93551

Phone: (661) 943-3201

Engineer: AECOM/Boyle Engineering

5001 E Commercenter Dr,

Bakersfield, CA 93309

Phone: (661) 395-0359

Completion: 2007



PASO ROBLES TANK, INC.

*A Wholly-Owned Subsidiary of Associated
Construction and Engineering, Inc.*

Markham II Tank and Markham Tank I Repair (4069)

Western Municipal Water District

450 Alessandro Blvd.

Riverside, CA 92508

Phone: (951) 571-7204

Contact: Sergio Felix

Email: sfelix@wmwd.com

Description of Work: Site grading, over-excavation/re-compaction, site piping, tank foundation, (1) 160'Ø x 40' (6.5MG) shell high knuckle roof water tank, tank coatings, and site fencing; Install interior mixing system, flush cleanout, and recoat existing 7.0MG Tank.

Engineer: Albert Webb and Associates – Brad Sackett (951) 686-1070

Contract Value: \$3,500,000.00

Walnut Valley Water District (4148W) – Arbor Ridge 1.0 MG Reservoir

271 South Brea Canyon Road

Walnut, CA. 91789

Phone: (909) 595-1268

Contact: Karen Miller

Description of Work: (1) 1.5MG aluminum roof water tank; modify existing 85 x 40 steel one roof tank for aluminum roof, grading, foundations, fencing, vaults, pipeline, and coatings.

Engineer: Perliter and Ingalsbe – Amar Shah (818) 972-1470.

Contract Value: \$1,875,600

Completion: 06-08-2008

Santa Margarita Water District – 1.0MG TRWT (4095-CF-01)

P.O. Box 7005

Mission Viejo, CA 92690-7005

Ph.: (949) 459-6400

Fax: (949) 589-6243

Contact: Jeff McDonald

Description: Design, engineer, fabricate, erect, and paint (1) 1.0MG knuckle roof water tank to include tank foundation, electrical, and piping tie in to existing system.

Contract: \$985,000.00



PASO ROBLES TANK, INC.

*A Wholly-Owned Subsidiary of Associated
Construction and Engineering, Inc.*

Soboba Band of Indians – 1.5MG TRWT (4093-CF-01)

P.O. Box 487

San Jacinto, CA 92581

Ph.: (951) 654-2714

Fax:(951) 654-4198

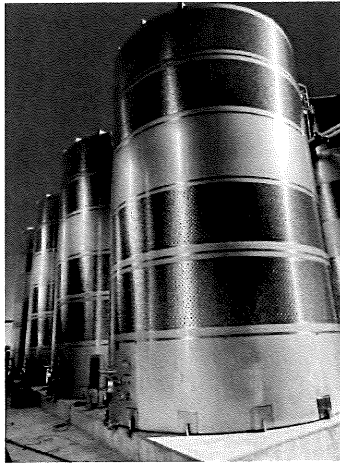
Contact: Robert Salgado

Description: Design, engineer, fabricate, erect, and paint (1) 1.5MG knuckle roof water tank to include site grading, foundation, site piping, site paving, fencing, and electrical.

Contract Value: \$1,100,500.00



2022
STEEL TANK OF THE YEAR
SPECIAL STORAGE



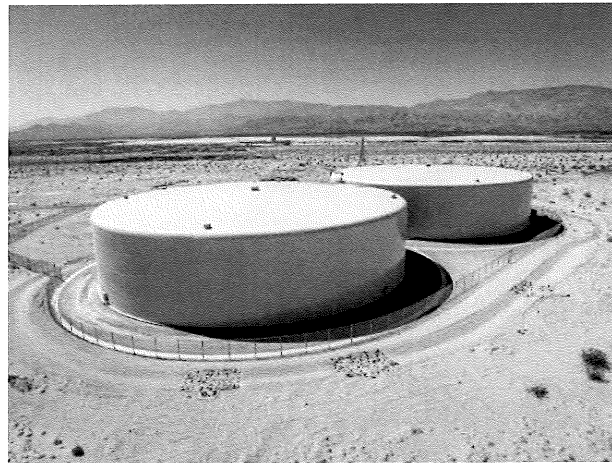
Winery Expansion
Paso Robles, CA

Fabricator
PASO ROBLES TANK, INC
A Subsidiary of Associated Construction & Engineering, Inc

Presented by
STEEL TANK INSTITUTE
STEEL PLATE FABRICATORS ASSOCIATION



2022
STEEL TANK OF THE YEAR
RESERVOIR



Mission Hills Reservoir 4606-2
Thousand Palms, CA

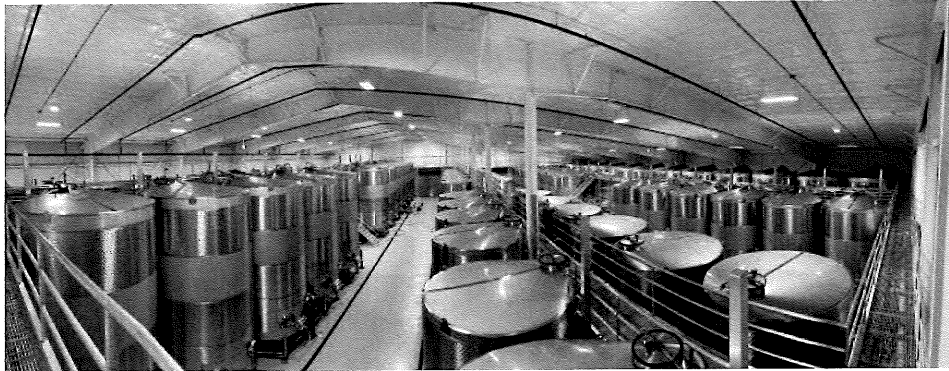
Fabricator
PASO ROBLES TANK, INC
A Subsidiary of Associated Construction & Engineering, Inc

Presented by
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2022

FABRICATED PRODUCT OF THE YEAR
SHOP FABRICATED ATMOSPHERIC TANK



Winery Expansion
Paso Robles, CA

Fabricator

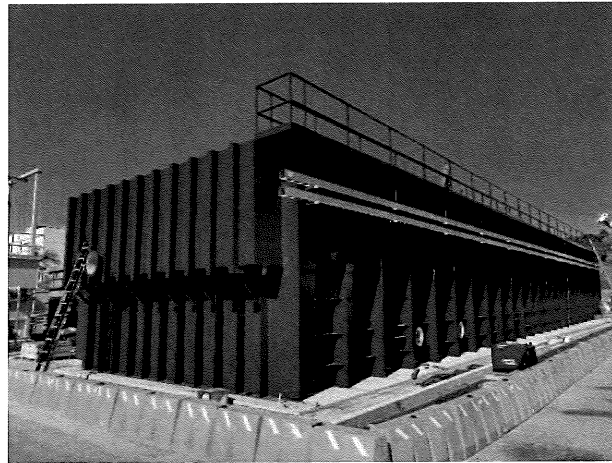
PASO ROBLES TANK, INC

A Subsidiary of Associated Construction & Engineering, Inc

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STEEL PLATE FABRICATORS ASSOCIATION



2021
STEEL TANK OF THE YEAR
SPECIAL STORAGE



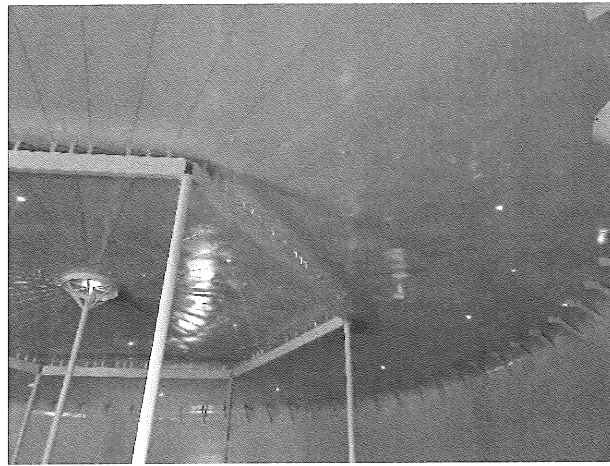
Los Angeles Bureau of Sanitation
Playa Del Rey, CA

Fabricator
PASO ROBLES TANK, INC.
A Subsidiary of Associated Construction & Engineering, Inc.

Presented by
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STEEL PLATE FABRICATORS ASSOCIATION



2021
STEEL TANK OF THE YEAR
RESERVOIR



Central Contra Costa Sanitary District
Martinez, CA

Fabricator

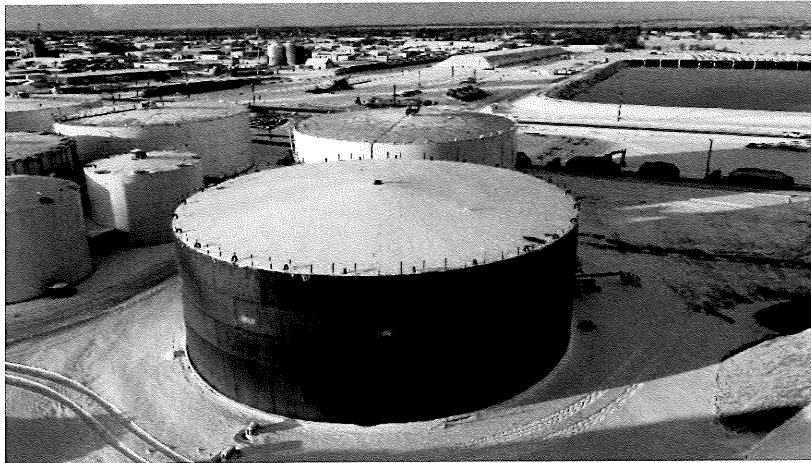
PASO ROBLES TANK, INC.

A Subsidiary of Associated Construction & Engineering, Inc.

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STEEL PLATE FABRICATORS ASSOCIATION



2021
STEEL TANK OF THE YEAR
API 650 ATMOSPHERIC OIL STORAGE



API 650 Thick Juice Storage Tank
Twin Falls, ID

Fabricator
PASO ROBLES TANK, INC.
A Subsidiary of Associated Construction & Engineering, Inc.

Presented by
STEEL TANK INSTITUTE
STEEL PLATE FABRICATORS ASSOCIATION



2020
STEEL TANK OF THE YEAR
SPECIAL STORAGE



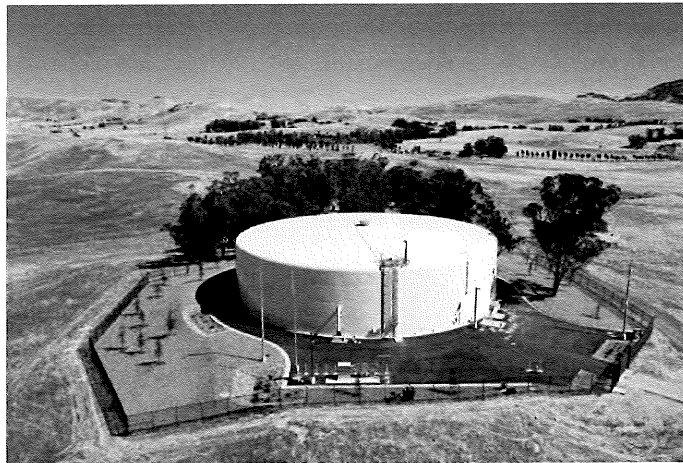
Paris Valley Road Winery
Paso Robles, CA

Fabricator
PASO ROBLES TANK, INC.
A Subsidiary of Associated Construction & Engineering, Inc.

Presented by
STEEL TANK INSTITUTE
STEEL PLATE FABRICATORS ASSOCIATION



2020
STEEL TANK OF THE YEAR
RESERVOIR

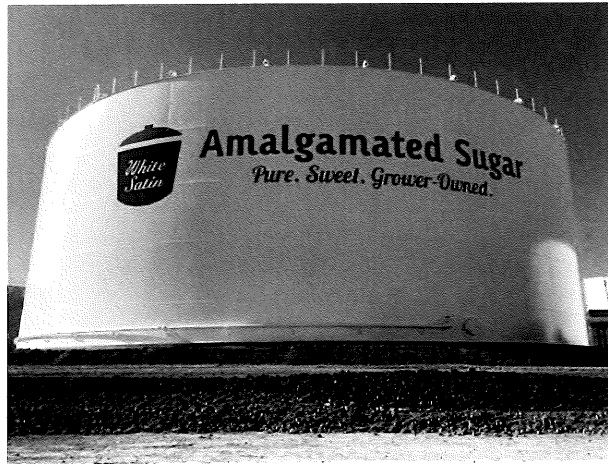


City of Livermore
Livermore, CA

Fabricator
PASO ROBLES TANK, INC.
A Subsidiary of Associated Construction & Engineering, Inc.

Presented by
STEEL TANK INSTITUTE
STEEL PLATE FABRICATORS ASSOCIATION

2019
STEEL TANK OF THE YEAR
API 650 ATMOSPHERIC OIL STORAGE



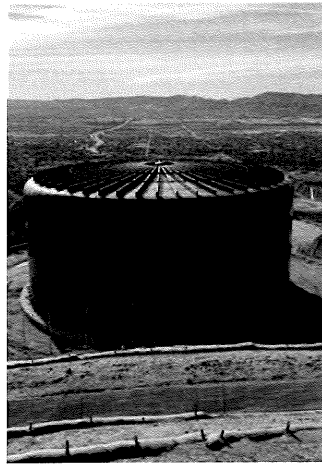
Amalgamated Sugar
Twin Falls, ID

Fabricator/Erector
PASO ROBLES TANK, INC.

A Subsidiary of Associated Construction & Engineering, Inc.

Presented by
STEEL TANK INSTITUTE
STEEL PLATE FABRICATORS ASSOCIATION

2019
STEEL TANK OF THE YEAR
RESERVOIR



San Manuel Band of Mission Indians
Highland, CA

Fabricator/Erector
PASO ROBLES TANK, INC.

A Subsidiary of Associated Construction & Engineering, Inc.

Presented by
STEEL TANK INSTITUTE
STEEL PLATE FABRICATORS ASSOCIATION

2019
STEEL TANK OF THE YEAR
SPECIAL STORAGE



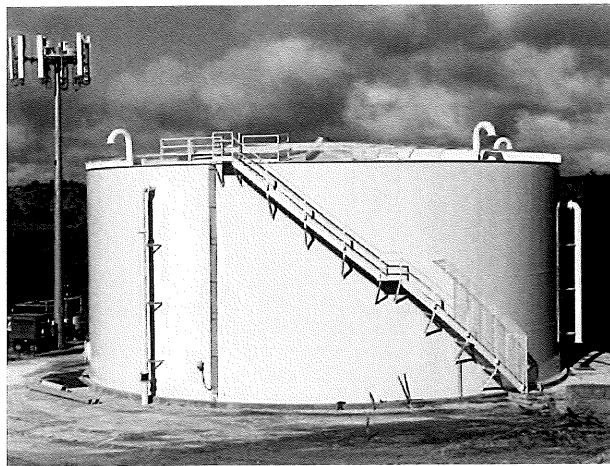
12th & Maple Winery
Dundee, OR

Fabricator/Erector
PASO ROBLES TANK, INC.

A Subsidiary of Associated Construction & Engineering, Inc.

Presented by
STEEL TANK INSTITUTE
STEEL PLATE FABRICATORS ASSOCIATION

2018
STEEL TANK OF THE YEAR
RESERVOIR



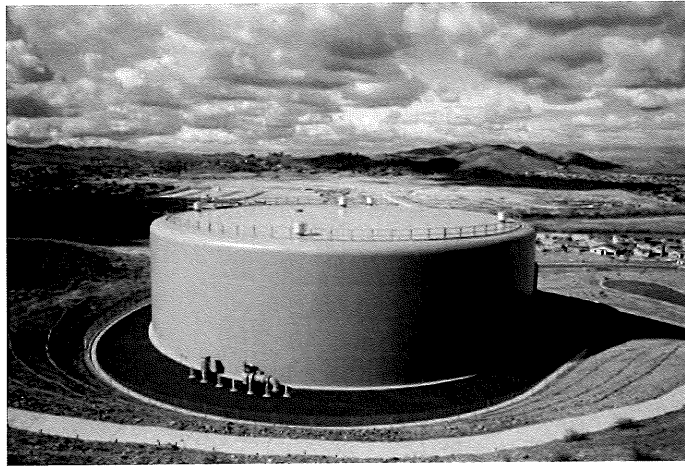
Tuolumne Utilities District
Jamestown, CA

Fabricator/Erector
PASO ROBLES TANK

A Subsidiary of Associated Construction & Engineering, Inc.

Presented by
STEEL TANK INSTITUTE
STEEL PLATE FABRICATORS ASSOCIATION

2017
STEEL TANK OF THE YEAR
RESERVOIR



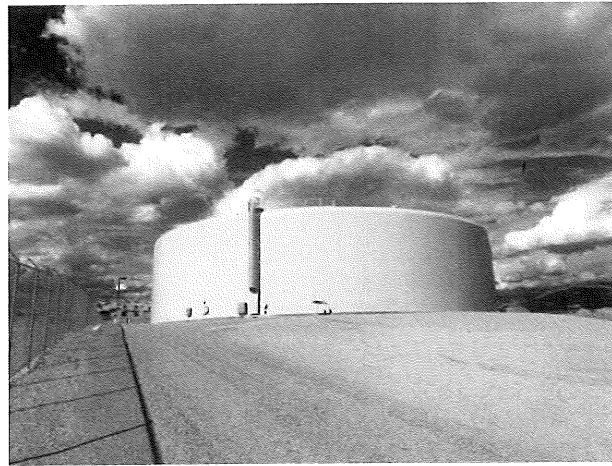
Eastern Municipal Water District
Menifee, CA

Fabricator/Erector
PASO ROBLES TANK -
BROWN-MINNEAPOLIS TANK, INC.

A Subsidiary of Associated Construction & Engineering, Inc.

Presented by
STEEL TANK INSTITUTE
STEEL PLATE FABRICATORS ASSOCIATION

2017
STEEL TANK OF THE YEAR
RESERVOIR



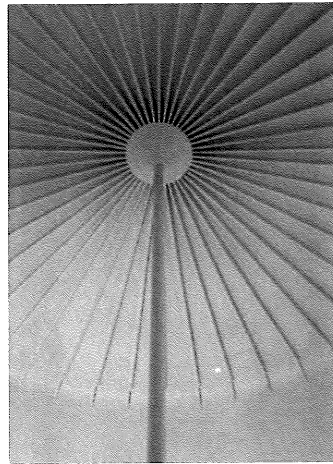
Coachella Valley Water District
Thousand Palms, CA

Fabricator/Erector
PASO ROBLES TANK -
BROWN-MINNEAPOLIS TANK, INC.

A Subsidiary of Associated Construction & Engineering, Inc.

Presented by
STEEL TANK INSTITUTE
STEEL PLATE FABRICATORS ASSOCIATION

2016
STEEL TANK OF THE YEAR
RESERVOIR



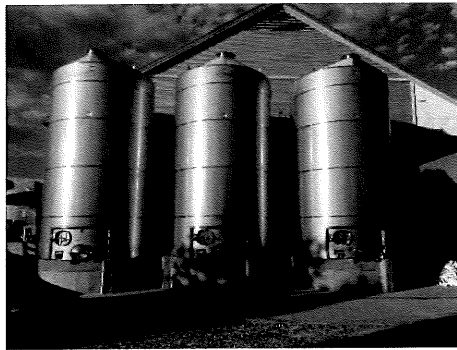
North Coast County Water District
Pacifica, CA

Fabricator/Erector
PASO ROBLES TANK -
BROWN-MINNEAPOLIS TANK, INC.

A wholly-owned subsidiary of Associated Construction & Engineering, Inc.

Presented by
STEEL TANK INSTITUTE
STEEL PLATE FABRICATORS ASSOCIATION

2016
FABRICATED PRODUCT OF THE YEAR
SHOP FABRICATED ATMOSPHERIC TANK



Trump Winery
Charlottesville, VA

Fabricator
PASO ROBLES TANK -
BROWN-MINNEAPOLIS TANK, INC.

A wholly-owned subsidiary of Associated Construction & Engineering, Inc.

Presented by
STEEL TANK INSTITUTE
STEEL PLATE FABRICATORS ASSOCIATION

2015
STEEL TANK OF THE YEAR
RESERVOIR

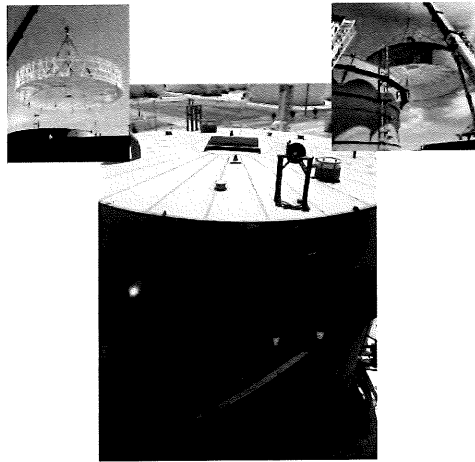


City of Chino
Ontario, CA

Fabricator/Erector
PASO ROBLES TANK, INC.

Presented by
STEEL TANK INSTITUTE
STEEL PLATE FABRICATORS ASSOCIATION

2015
STEEL TANK OF THE YEAR
API 650 STORAGE TANK

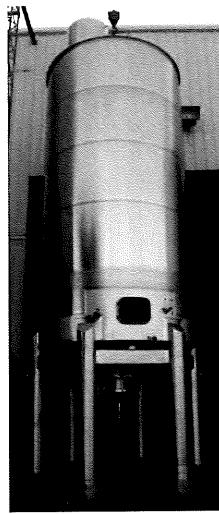


City of San Jose
San Jose, CA

Fabricator/Erector
PASO ROBLES TANK, INC.

Presented by
STEEL TANK INSTITUTE
STEEL PLATE FABRICATORS ASSOCIATION

2014
FABRICATED PRODUCT OF THE YEAR
SHOP FABRICATED ATMOSPHERIC TANK



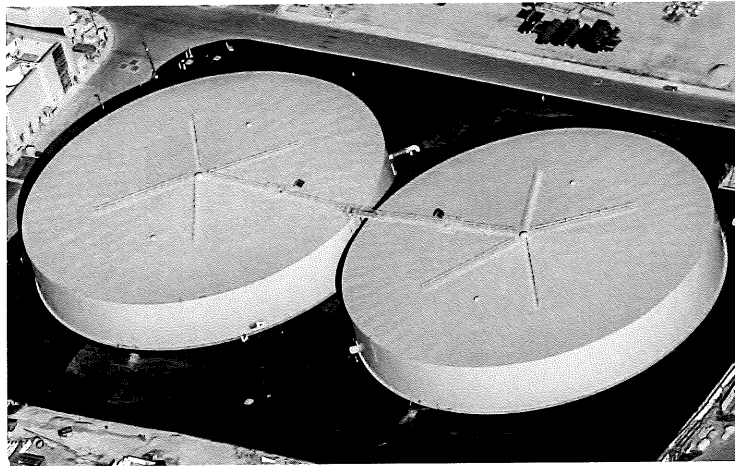
Caymus Vineyards
St. Helena, CA

Fabricator
PASO ROBLES TANK, INC.

A Subsidiary of Associated Construction & Engineering, Inc.

Presented by
STEEL TANK INSTITUTE
STEEL PLATE FABRICATORS ASSOCIATION

2014
STEEL TANK OF THE YEAR
RESERVOIR

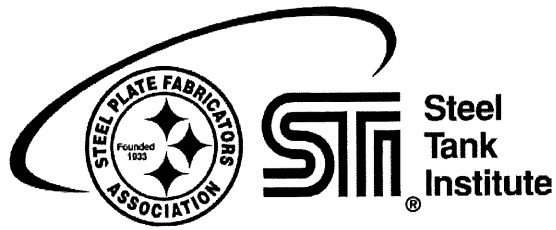


Orange County Water District
Fountain Valley, CA
(McCarthy Building Companies)

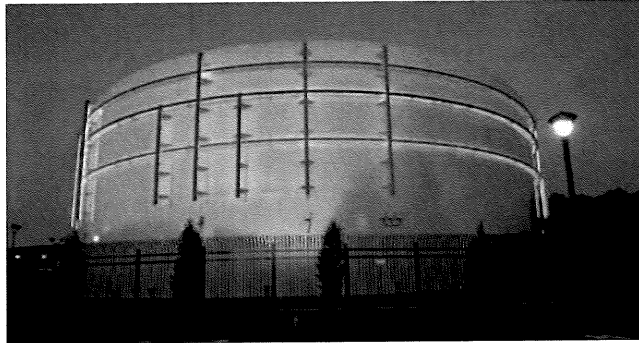
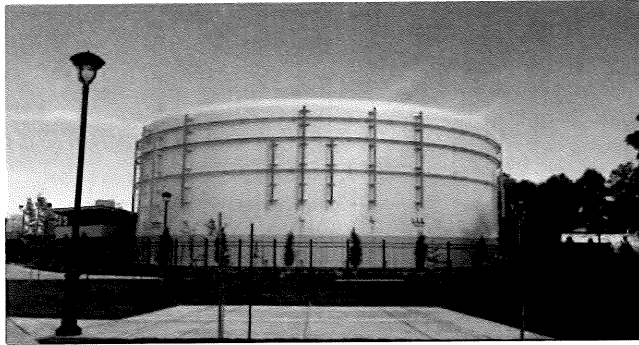
Fabricator/Erector
PASO ROBLES TANK, INC.

A Subsidiary of Associated Construction & Engineering, Inc.

Presented by
STEEL TANK INSTITUTE
STEEL PLATE FABRICATORS ASSOCIATION



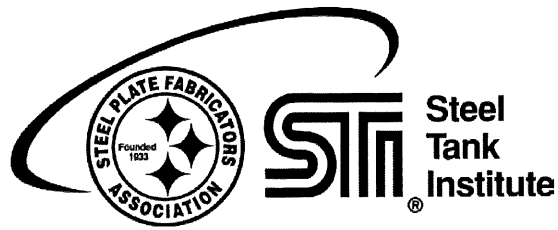
2013
STEEL TANK OF THE YEAR
RESERVOIR



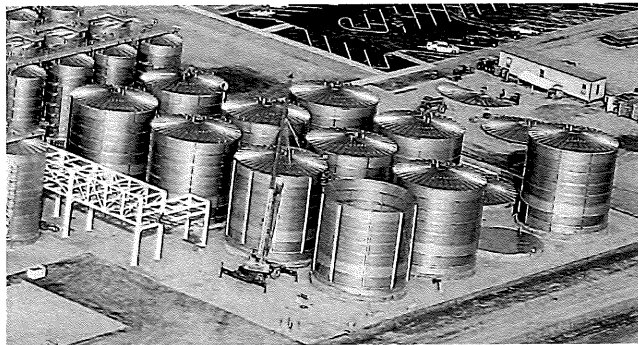
*The City of West Sacramento
West Sacramento, CA*

Fabricator/Erector
PASO ROBLES TANK, INC.

Presented by
STEEL TANK INSTITUTE
STEEL PLATE FABRICATORS ASSOCIATION



2013
STEEL TANK OF THE YEAR
SPECIAL STORAGE



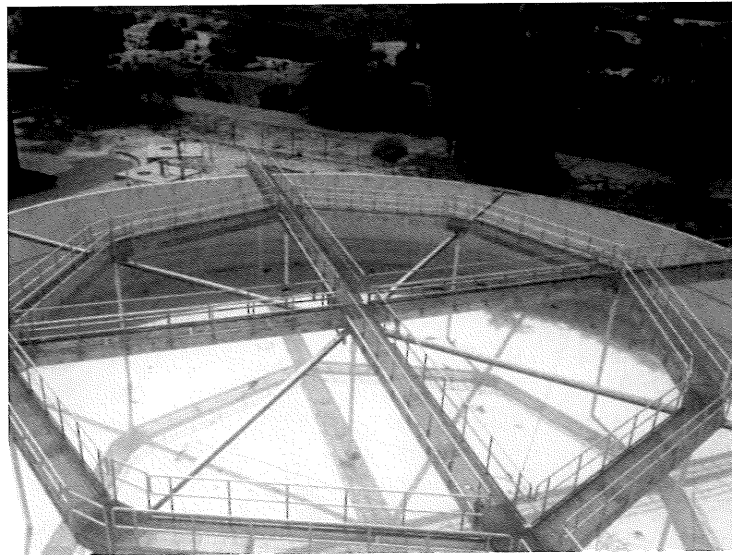
*E & J Gallo
Livingston, CA*

Fabricator/Erector
PASO ROBLES TANK, INC.

Presented by
STEEL TANK INSTITUTE
STEEL PLATE FABRICATORS ASSOCIATION



2013
FABRICATED PRODUCT OF THE YEAR
SPECIAL FABRICATION



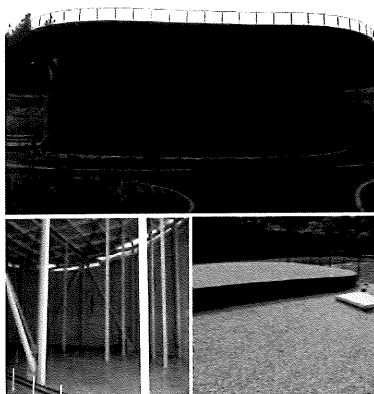
*Desert Water Agency
Palm Springs, CA*

Fabricator
PASO ROBLES TANK, INC.

Presented by
STEEL TANK INSTITUTE
STEEL PLATE FABRICATORS ASSOCIATION



2012
STEEL TANK OF THE YEAR
RESERVOIR



*East Bay Municipal Utility District
Oakland, CA*

Fabricator/Erector
PASO ROBLES TANK, INC.

Presented by
STEEL TANK INSTITUTE
STEEL PLATE FABRICATORS ASSOCIATION

PART IV CONTRACT AND BONDS

INDEX

Section Title

- | | |
|---|------------------------------------|
| 1 | Contract |
| 2 | Performance Bond |
| 3 | Payment Bond |
| 4 | Workers Compensation Certification |

**PART IV
CONTRACT AND BONDS**

SECTION 1 – CONTRACT

This Contract is entered into as of the ____ day of May ____, 2023, between **Paso Robles Tank, Inc.** (Contractor) and the **Twain Harte Community Services District** (District). For and in consideration of the payment to be made to Contractor, as hereinafter provided, Contractor shall perform all work specified below in accordance with all the provisions of the Contract, consisting of the following documents, which comprise the entire agreement between the District and Contractor, concerning the work, herein:

- Part I – Notice Inviting Bids
- Part II – Instructions to Bidders
- Part III – Bid Forms
- Part IV – Contract and Bonds
- Part V – General Conditions
- Part VI – Special Conditions
- Part VII – Technical Specifications
- Part VIII – Drawings
- Part IX – Appendix

1. **WORK TO BE PERFORMED:** Except as specified elsewhere in this Contract, Contractor shall furnish all plant, labor, materials, chemicals, tools, supplies, equipment, transportation, technical and professional services and supervision, and to perform all operations necessary and required to satisfactorily perform the work specified herein; all in accordance with the specifications contained herein.
2. **COMPENSATION:** As full consideration for satisfactory performance by Contractor of this Contract, the District will pay Contractor compensation in an amount not to exceed **\$923,069.00** in accordance with the prices set forth in Section 2, Schedule of Bid, of Part III, Bid Forms, and with the payment provisions of this Contract.
3. **TIME OF PERFORMANCE:** Time is of the essence for this Contract. Contractor agrees to complete all work by **December 1, 2023, and to have the tank filled, online and operational by October 1, 2023.**
4. **AUTHORIZATION:** Both the District and Contractor do covenant that each individual executing this document by and on behalf of each part is a person duly authorized to execute contracts for that party.
5. **REPORTING REQUIREMENTS:** If Contractor is an individual or sole proprietor, Contractor must furnish its Social Security Number (SSN). If Contractor is a corporation or partnership, Contractor must furnish its Federal Employer Identification Number (FEIN). Complete the Taxpayer I.D. Number section below. If the work under this contract is subject to the payment of prevailing wages, Contractor must furnish its Department of Industrial Relations registration number.
6. **LIQUIDATED DAMAGES:** Contractor agrees to pay liquidated damages to the District at the rate of \$500 per calendar day under conditions defined in Part VI, Special Conditions, Section SC-5, Liquidated Damages.

In witness whereof, the District and Contractor have executed this Contract on the date first above written.

PASO ROBLES TANK, INC.

3883 Wentworth Drive
Hemet, CA
(951) 925-5022

By: _____
Shane P. Wombles, President/Secretary

Date: _____

Corporate Number: C2229871

Contractor License: 784971

DIR registration: 1000002079

Taxpayer I.D:

SSN _____ - _____ - _____

FEIN _____ - _____ - _____

TWAIN HARTE COMMUNITY SERVICES DISTRICT:

By: _____
Eileen Mannix, Board President

Date: _____

ATTEST:

By: _____
Kimberly Silva, Board Secretary

SECTION 2 – PERFORMANCE BOND

We, _____, as Principal, and _____, as Surety, are jointly and severally held and bound unto the Twain Harte Community Services District, organized and existing under the laws of the State of California, sometimes referred to as the District, in the sum of _____ Dollars (\$_____) for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, on the _____ day of _____, the said _____, Principal herein, executed a certain Contract with the District, by the terms, conditions, and provisions of which Contract the said _____, Principal herein, agrees to construct Million Gallon Tank #2 Rehabilitation, at 23363 Mountain Drive, Twain Harte, CA, all as set forth in said Contract, which Contract as so executed is attached hereto and by reference is incorporated herein and made a part hereof as fully for all purposes as if here set forth at length.

NOW, THEREFORE, if the Principal herein shall faithfully and truly observe and comply with the terms, conditions, and provisions of said Contract in all respects, and shall well and truly and fully do and perform all matters and things undertaken to be performed under said Contract, upon the terms set forth therein, and within the time prescribed therein, and shall indemnify the District against any direct or indirect damages that shall be claimed for injuries to persons or property during the course of any work performed by or on behalf of Principal under said Contract, and until all work under said Contract is accepted and for an additional period of one (1) year after completion and acceptance of said work by the District, and shall apply all laborers, mechanics, subcontractors, materialmen, and all persons who shall supply such Contractor or subcontractor with services or supplies for carrying on such work, and shall perform said Contract according to laws, and shall complete in a satisfactory manner all repairs or replacements resulting from or caused by defective materials and/or faulty workmanship in the prosecution of the work during the one-year warranty period, then this obligation shall be void, otherwise it shall remain in full force and effect. No prepayment or delay in payment and no change, extension, addition, or alteration of any provision of said Contract agreed to between the Principal and the District, and no forbearance on the part of the District, shall operate to relieve any Surety from liability on this Bond, and consent to make such changes, extension, additions, and alterations without further notice to or consent by any Surety is hereby given.

In the event suit is brought upon this Bond by the District and judgment is entered in its favor, the Surety or Sureties shall pay all costs incurred by the District in such suit, including attorneys' fees to be fixed by the court.

Date

Company Name

Principal (Authorized Signature)

Business Address

City

State

ACKNOWLEDGEMENT OF PRINCIPAL'S SIGNATURE:

<p>A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.</p>	
<p>State of California } County of _____ } ss</p> <p>On _____ before me _____, a Notary Public, personally appeared _____ Name(s) of Signer(s)</p> <hr/> <p>who proved to me on basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.</p> <p>I certify under PENALTY AND PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.</p> <p>WITNESS my hand and official seal</p> <p>_____ Signature of Notary</p>	<p>CAPACITY CLAIMED BY SIGNER</p> <p><input type="checkbox"/> INDIVIDUAL(S) <input type="checkbox"/> CORPORATE OFFICER(S) _____ Title(s)</p> <p><input type="checkbox"/> PARTNER(S) <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> OTHER _____ Describe</p> <p><input type="checkbox"/> SUBSCRIBING WITNESS (for) _____ _____ _____</p> <p>SIGNER IS REPRESENTING: Name(s) of Person(s) or Entity(ies) _____ _____ _____</p>

Date

Company Name

Surety (Authorized Signature)

Business Address

City

State

ACKNOWLEDGEMENT OF SURETY'S SIGNATURE:

<p>A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.</p>	
<p>State of California } County of _____ } ss</p>	<p>CAPACITY CLAIMED BY SIGNER</p> <p><input type="checkbox"/> INDIVIDUAL(S) <input type="checkbox"/> CORPORATE OFFICER(S) _____ Title(s)</p> <p><input type="checkbox"/> PARTNER(S) <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> OTHER _____ Describe</p> <p><input type="checkbox"/> SUBSCRIBING WITNESS (for) _____ _____ _____</p> <p>SIGNER IS REPRESENTING: Name(s) of Person(s) or Entity(ies) _____ _____ _____</p>
<p>On _____ before me _____, a Notary Public, personally appeared _____ Name(s) of Signer(s)</p> <hr/> <p>who proved to me on basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.</p> <p>I certify under PENALTY AND PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.</p> <p>WITNESS my hand and official seal _____ Signature of Notary</p>	

SECTION 3 – PAYMENT BOND

We, _____, as Principal, and _____, as Surety, are jointly and severally held and bound unto the Twain Harte Community Services District, organized and existing under the laws of the State of California, sometimes referred to as the District, in the sum of _____ Dollars (\$_____) for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, on the _____ day of _____, the said _____, Principal herein, executed a certain Contract with the District, by the terms, conditions, and provisions of which Contract the said _____, Principal herein, agrees to construct Million Gallon Tank #2 Rehabilitation, at 23363 Mountain Drive, Twain Harte, CA, all as set forth in said Contract, which Contract as so executed is attached hereto, and by reference is incorporated herein and made a part hereof as fully for all purposes as if here set forth at length.

AND WHEREAS, said Contractor is required by the provisions of Sections 9550 through 9556, California Civil Code, to furnish a bond in connection with said Contract, as hereinafter set forth.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Contractor, its heirs, executors, administrators, successors, or assigns, or subcontractors, shall fail to pay any of the persons named in Section 9100 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amount required to be deducted, withheld, and paid over to the California Franchise Tax Board from the wages and employees of the Contractor and its subcontractors pursuant to such Contract and warranty work and labor that the Surety or Sureties will pay for the same, in an amount not exceeding the sum specified in this Bond, and also, in case suit is brought upon the Bond, a reasonable attorney’s fee, to be fixed by the court.

This Bond shall inure to the benefit of any and all of the persons named in Section 9100 of the California Civil Code as to give a right of action to such persons or their assigns in any suit brought upon this Bond in accordance with said Sections 9550 through 9556 of the California Civil Code.

In the event suit is brought upon this Bond and judgment is recovered, the Surety shall pay all costs incurred by the District in such suit, including reasonable attorney’s fees to be fixed by the court.

No prepayment or delay in payment and no change, extension, addition, or alteration of any provision of said Contract agreed to between the Contractor and the District, and no forbearance on the part of the District, shall operate to relieve any Surety from liability of this Bond, and consent to make such changes, extensions, additions, and alterations without further notice to or consent by such Surety is hereby given.

Date

Company Name

Principal (Authorized Signature)

Business Address

City

State

ACKNOWLEDGEMENT OF PRINCIPAL'S SIGNATURE:

<p>A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.</p>	
<p>State of California } County of _____ } ss</p> <p>On _____ before me _____, a Notary Public, personally appeared _____ Name(s) of Signer(s)</p>	<p>CAPACITY CLAIMED BY SIGNER</p> <p><input type="checkbox"/> INDIVIDUAL(S)</p> <p><input type="checkbox"/> CORPORATE OFFICER(S) _____ Title(s)</p> <p><input type="checkbox"/> PARTNER(S)</p> <p><input type="checkbox"/> ATTORNEY-IN-FACT</p> <p><input type="checkbox"/> TRUSTEE(S)</p> <p><input type="checkbox"/> OTHER _____ Describe</p> <p><input type="checkbox"/> SUBSCRIBING WITNESS (for) _____ _____ _____</p>
<p>who proved to me on basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.</p>	<p>SIGNER IS REPRESENTING:</p> <p>Name(s) of Person(s) or Entity(ies) _____ _____ _____</p>
<p>I certify under PENALTY AND PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.</p> <p>WITNESS my hand and official seal</p> <p>_____ Signature of Notary</p>	

_____ Date

_____ Company Name

_____ Surety (Authorized Signature)

_____ Business Address

_____ City _____ State

ACKNOWLEDGEMENT OF SURETY'S SIGNATURE:

<p>A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.</p>	
<p>State of California } County of _____ } ss</p> <p>On _____ before me _____, a Notary Public, personally appeared _____ Name(s) of Signer(s)</p>	<p>CAPACITY CLAIMED BY SIGNER</p> <p><input type="checkbox"/> INDIVIDUAL(S) <input type="checkbox"/> CORPORATE OFFICER(S) _____ Title(s)</p> <p><input type="checkbox"/> PARTNER(S) <input type="checkbox"/> ATTORNEY-IN-FACT <input type="checkbox"/> TRUSTEE(S) <input type="checkbox"/> OTHER _____ Describe</p> <p><input type="checkbox"/> SUBSCRIBING WITNESS (for) _____ _____ _____</p>
<p>who proved to me on basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.</p>	
<p>I certify under PENALTY AND PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.</p>	
<p>WITNESS my hand and official seal</p> <p>_____ Signature of Notary</p>	<p>SIGNER IS REPRESENTING:</p> <p>Name(s) of Person(s) or Entity(ies)</p> _____ _____ _____

SECTION 5 – WORKERS’ COMPENSATION CERTIFICATION

AS REQUIRED BY SECTIONS 1861 OF THE CALIFORNIA LABOR CODE

I am aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of the California Labor Code, and I will comply with such provisions before commencing the performance of the work of this Contract for District Project 200-57-0002, Million Gallon Tank #2 Rehabilitation.

Contractor: _____

By: _____

Title: _____

Date: _____

PART V GENERAL CONDITIONS

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GC-4	Meetings
GC-5	Notices
GC-6	Discovery of Errors, Omissions or Discrepancies
GC-7	Laws, Regulations, and Prevailing Wages
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GC-17	Suspension of Work
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- GC-28 Changes
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- GC-33 Progress Payments
- GC-34 Liens and Stop Notice
- GC-35 Acceptance of Contract and Final Payment
- GC-36 Survival
- GC-37 Warranty
- GC-38 Cost-Reduction Incentive

**PART V
GENERAL CONDITIONS**

GC-1 ENTIRE AGREEMENT

This Contract embodies the entire agreement between the District and Contractor. The parties shall not be bound by or be liable for any statement, representation, promise, inducement, or understanding of any kind or nature not set forth herein. No changes, amendments, or modifications of any of the terms or conditions of the Contract shall be valid unless reduced to writing and signed by both parties.

GC-2 INDEPENDENT CONTRACTOR

Contractor represents that it is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly licensed, equipped, organized, and financed to perform such work. Contractor shall act as an independent contractor and not as the agent of the District in performing the Contract, maintaining complete control over its employees and all of its subcontractors. Nothing contained in this Contract or any subcontract awarded by Contractor shall create any contractual relationship between any such subcontractor and the District. Contractor shall perform all work in accordance with its own methods subject to compliance with the Contract.

Contractor shall employ only competent and skilled personnel to perform the work. Contractor shall, if requested to do so by the District in writing, remove from the jobsite any personnel of Contractor. Contractor is responsible for maintaining satisfactory conduct of its employees and those of its subcontractors and maintaining labor relations in such manner as shall provide for harmony among the workers.

Contractor shall comply with and shall cooperate with the District in enforcing jobsite conditions which affect the performance of the work including but not limited to starting and quitting time, smoking regulations, check-in and check-out procedures, jobsite safety regulations, and daily clean-up.

GC-3 AUTHORIZED REPRESENTATIVES

Before starting work, Contractor shall designate a competent, authorized representative acceptable to the District to represent and act for Contractor and shall inform the District in writing of the name and address of such representative together with a clear definition of the scope of his/her authority to represent and act for Contractor and shall specify any and all limitations of such authority. Contractor shall keep District informed of any subsequent changes in the foregoing. All notices, determinations, instructions, and other communications given to the authorized representative by the District shall be binding upon Contractor.

The District's representative (sometimes referred to as "District") is the District's General Manager or the General Manager's authorized designee. All questions and requests of the Contractor as to compensation (including additional compensation), interpretation of the Contract, instructions, or extensions of time, otherwise shall be submitted in writing to the District's representative for determination. The District's representative is authorized to:

1. Determine the amount, quality, acceptability, and fitness of all work, materials, and equipment required by the Contract.
2. Make the final decision on all questions that may arise as to the quality or acceptability of materials furnished and work performed and as to the manner of performance and rate of progress of the work.
3. Make the final decision on all questions that may arise as to the coordination, interpretation and acceptable fulfillment of the Contract and its plans and Specifications.
4. Make the final decision on all questions as to measurement and payment and amounts owed to the Contractor.
5. Reject defective work and materials whenever such rejection may be necessary to assure execution of the Contract in accordance with the intent of the Contract.
6. Prepare and/or issue Contract Change Orders for all authorized changes or approved extra work in the Contract.
7. Monitor Project schedules and to enforce Project schedule requirements, and to take such measures as may be necessary to maintain overall Project schedules.
8. Enforce and to make effective such decisions and orders that the Contractor fails to carry out promptly.

GC-4 MEETINGS

A preconstruction meeting will be held after the award of the Contract to review the Contractor's preconstruction submittals as required by the Contract and to discuss various safety and administrative items. The Contractor shall also be prepared to discuss the construction schedule and methods of implementing the various work items.

The District may notice other meetings at which attendance by the Contractor and subcontractors may be required.

GC-5 NOTICES

Any written notice to be given to Contractor by the District, may be delivered in person to Contractor's authorized representative or mailed to the address last given in writing by Contractor.

Notices to District:

Twain Harte Community Services District
22912 Vantage Pointe Drive
Twain Harte, CA 95383

Administrative Representative: Tom Trott, General Manager
Contract No.: 200-57-0002
Telephone: (209) 586-3172

Technical Representative: William Bellis, P.E.
Telephone: (805) 748-6726

GC-6 DISCOVERY OF ERRORS, OMISSIONS OR DISCREPANCIES

If the Contractor discovers any errors, omissions, discrepancies, or conflicts in the Contract, it shall immediately so inform the District in writing. The District will promptly clarify such matters by issuing Addenda or Change Orders. Failure or delay to act on the part of the District shall not constitute a waiver of any right afforded the District by the Contract or constitute an implied approval. Any work affected by such discoveries that is performed by the Contractor prior to authorization by the District shall be at the Contractor's risk.

Unless otherwise noted below, conflicts or inconsistencies between parts of the Contract will be resolved by the District with a Change Order or with an Addendum, if required. Addenda and Change Orders bearing the most recent date shall prevail over Addenda or Change Orders bearing earlier dates. Any reference to Addenda-changed Specifications or drawings shall be considered to have been changed accordingly.

In resolving conflicts, errors, or discrepancies, the order of precedence shall be as follows:

1. Change Orders/Addenda (most recent in time takes precedence)
2. Contract and Bond Forms
3. Technical Specifications
4. Special Conditions
5. Project Drawings
6. General Conditions
7. Instructions to Bidders
8. Bid Forms
9. Notice to Contractors

Reference specifications shall have the same order of precedence as the document in which it is referenced. For example, a reference to the District's Standard Specifications contained in the Technical Specifications will have the same order of precedence as that Technical Specification. A reference to an Appendix contained in the Technical Specifications will have the same order of precedence as that Technical Specification. If a reference specification is mentioned in more than one part of the Contract, the part with the highest order of precedence shall govern.

With reference to the Project Drawings:

1. Figures govern over scaled dimensions.
2. Project-specific drawings govern over general and typical drawings.
3. Addenda/Change Order drawings govern over Project Drawings.
4. Project Drawings govern over standard drawings.

It shall be the Contractor's responsibility to resolve any conflicts between the requirements contained on permits from other agencies and the Contract to the satisfaction of the District. When there is a conflict between the requirement(s) as specified in the Contract and as required by other agencies, the more restrictive requirement(s) shall prevail.

By execution of the Contract, the Contractor agrees that no request for additional compensation, and/or claim under Government Code Section 900 et seq. will be made against the District for any damages in excess of the aggregate sum of \$50,000 or five percent (5%) of the

construction costs (whichever is greater) for alleged damage that it or its subcontractors may suffer due to the inadequacy of the Contractor's bid on account of any alleged errors, omissions, or other deficiencies in the Contract. This limitation shall not apply to compensation for extra work authorized by the District as provided for in this Section GC-30, Extra Work Payment, and Section GC-27, Differing Site Conditions.

GC-7 LAWS, REGULATIONS, AND PREVAILING WAGES

This Contract shall be in accordance with the laws of the state of CALIFORNIA. Parties further stipulate that this Contract was entered into in the state of CALIFORNIA and the state of CALIFORNIA is the only appropriate forum for any litigation as a result of breach hereof or any questions risen herefrom.

Contractor shall keep itself fully informed of, and shall observe and comply with, all laws, ordinances, and regulations which in any manner affect those engaged or employed on any work, or the materials and equipment used in any work, or in any way affect the performance of any work, and of all orders and decrees of agencies having any jurisdiction or authority over work performed under the Contract.

Contractor shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations; and lawful orders of all authorities having jurisdiction for the safety of persons and protection of property.

If any discrepancy or inconsistency should be discovered between the Contract and any such law, ordinance, regulation, order, or decree, Contractor shall immediately report the same in writing to the District. Contractor shall be responsible for the compliance by subcontractors of all tiers with the above provisions of this Section. Contractor shall post all job site notices as required by law or regulation.

- A. Prevailing Wages: Special attention is directed to Part 7, Chapter 1, Article 2, Sections 1770 et seq. of the California Labor Code. Reference is hereby made to the provisions for minimum per diem wages contained in Part I, Notice to Contractors. . This Contract will be subject to compliance monitoring and enforcement by the California Department of Industrial Relations, pursuant to Labor Code Section 1771.4.

The Contractor and each subcontractor engaged in the work shall pay each respective employee thereof an amount not less than the general prevailing rate of per diem wages established in compliance with Section 1770 et seq. of the California Labor Code and as determined by the State of California Director of Industrial Relations to be effective and applicable for the various crafts, trades, or type of worker needed or required to execute the Contract. In accordance with Section 1770 of said Labor Code, nothing otherwise provided under Article 2 of said Labor Code shall prohibit the payment of wage rates to any worker in excess of such prevailing rates of wages as determined by the Director of the Department of Industrial Relations. However, should the Contractor or a subcontractor have a contractual relationship with workers whereby per diem rates of wages are paid in excess of such determined prevailing rates of wages, the Contractor or subcontractor shall identify and submit a certified listing of such workers and the amounts payable prior to beginning construction operations applicable thereto in accordance with this General Condition.

Failure of the Contractor or any subcontractor to certify and list workers and actual wages in excess of those effective as determined by the State of California Director of Industrial Relations shall be deemed an express statement by the Contractor or such subcontractor that actual wages shall be as determined by the Director of Industrial Relations and such will be paid all workers and be applicable to all work required and ordered under the Contract.

The possibility of labor cost increases within the periods of time established and specified for completion of the Project is one of the elements to be considered by bidding Contractors and its subcontractors. The District will not consider any increase in labor costs as a basis of a request for additional compensation for work bid as specified and shown regardless of the cause of the increase.

It is stipulated that the provisions of Article 2, Chapter 1, Part 7, Division 2 (commencing with Section 1770), of the California Labor Code, and in particular, Sections 1775 and 1776, shall be complied with. In accordance with said Section 1775, the Contractor and any subcontractor under the Contractor, shall forfeit to the District or to the Division of Labor Standards, as a penalty, up to fifty dollars (\$50) per each day or portion thereof, for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any work done under the Contract by him/her or by any subcontractor under the Contractor in violation of the provisions of the Labor Code and in particular, California Labor Code Sections 1770 to 1780, inclusive. The amount of the daily penalty shall be as determined by the Labor Commissioner in accordance with Section 1775. In addition to said penalty and pursuant to said Section 1775, the difference between the prevailing wage rates and the amount paid to each worker by the Contractor or subcontractor for each day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or subcontractor.

If a worker employed by a subcontractor is not paid the general prevailing per diem wages by the subcontractor, the prime contractor or the project is not liable for any penalties unless the prime contractor had knowledge of that failure to pay specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with the California Labor Code, Section 1775(b) (1)-(4).

Where prevailing wage determinations have been predetermined to change during the Contract (beyond expiration dates as indicated on the forms), the Contractor shall obtain such changes from the Prevailing Wage Unit, Division of Labor Statistics and Research, Department of Industrial Relations, 525 Golden Gate Avenue, San Francisco, California 94102, telephone (415) 557-0561, and deliver copy of such to the District.

If a Contractor or subcontractor intends to use a craft or classification not shown on the general prevailing wage determinations, the Contractor or subcontractor may be required to pay the wage rate of the craft or classification most closely related to it as shown in the general determinations effective at the time of bid opening.

- B. Payroll Records: The Contractor and subcontractor's attention is directed to the provisions of Section 1776 of the California Labor Code and to the requirements therein pertaining to the keeping, availability, and filing of accurate payroll records of all journeymen, apprentices, and other workers performing work under this Contract. The Contractor agrees to comply with the requirements of said section.

Prior to each monthly progress payment, the Contractor shall deliver to the District copies of certified payrolls of its and all subcontractors' forces performing work at the job site (or sites established primarily for the work) for labor compliance purposes and extra/force account considerations. Such records shall be kept current on an effective day or period basis. The certified payroll records shall be kept on forms provided by the Division of Labor Standards Enforcement, or shall contain the same information as the forms provided by the Division in addition to the above-listed information.

The Contractor shall also furnish the records specified in California Labor Code Section 1776, including but not limited to the certified payrolls, directly to the Labor Commissioner.

Each payroll record shall contain or be verified by a written declaration that is made under penalty of perjury stating:

1. The information contained in the payroll is true and correct;
2. The employer has complied with the requirements of California Labor Code Sections 1771, 1811, and 1815 for any work performed by its employees on the Project.

The Contractor shall inform the District of the location of the above payroll records, including the street address, city and county, and shall, within five (5) working days, provide a notice of change of location and address.

The Contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting certified payroll records. In the event that the Contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the District, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. The Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District shall be marked or obliterated in accordance with California Labor Code Section 1776.

Compliance with the above provisions of this Section and California Labor Code, Section 1776, shall be the responsibility of the Contractor or subcontractor. Pursuant to Labor Code Section 1771.4, Contractor is required to post all job-site notices prescribed by law or regulation that include, but are not limited to, payment of prevailing wages.

- C. Labor Discrimination: Attention is directed to Section 1735 of the Labor Code, which reads as follows:

No discrimination shall be made in the employment of persons upon public works because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons, except as provided in Section 12940 of the Government Code, and every contractor for public works violating this Section is subject to all the penalties imposed for violation of this Chapter.

- D. Apprentices: The Contractor shall comply with the provisions of Sections 1777.5 and 1777.6, of the California Labor Code in regard to employment of apprentices.
- E. Work Hours: Contractor stipulates and agrees that pursuant to the provisions of Labor Code, Sections 1810 through 1815, eight (8) hours labor shall constitute a legal day's work, and no worker shall be required or permitted to work more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week, except as provided for under Section 1815. Nothing in this provision shall be construed to relate to wage determination or in any way affect contractual provisions related to compensation. The contractor or subcontractor shall, as a penalty to the District, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article.

Notwithstanding the Labor Code provisions set forth above, pursuant to Labor Code, Section 1815, work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one (1) week shall be permitted provided that compensation shall be made for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

- F. Travel: As required by Section 1773.8 of the California Labor Code, the Contractor shall pay travel and subsistence payments to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with this Section.
- G. Chemical Exposure: Contractor shall comply with Sections 12101 through 12901 of Title 22, California Administrative Code. Contractor shall warn all persons at the work site of their exposure to chemicals known to the state to cause cancer or birth defects or other reproductive harm. Contractor shall be responsible for compliance by its subcontractors with this article.
- H. Air Pollution: The Contractor shall so perform its work as not to discharge into the atmosphere from any source whatsoever smoke, dust, or other air contaminants in violation of the laws, rules, and regulations of the governmental entities having jurisdiction.
- I. Asbestos: The Contractor shall comply with all state laws and regulations regarding asbestos and asbestos-related work including, but not limited to, the provisions of California Labor Code, Sections 6501.5 through 6511.
- J. Human Remains: The Contractor's attention is directed to the provisions of Health and Safety Code, Section 7050.5, relating to the discovery of human remains. Upon any such discovery, there shall be no further excavation or disturbance of the site. The Contractor shall immediately notify the District and the Tuolumne County Sheriff-Coroner's Office of any such find and shall comply with all other applicable laws and regulations.
- K. Cultural Resources: The Contractor's attention is directed to the provisions of Health and Safety Code, Section 7050.5, and Public Resources Code, Sections 5098.5, 5097.94, 5097.98, and 5097.99, and the California Environmental Quality Act (CEQA), Appendix K, relating to the excavation, removal, destruction, injury, and defacement of historic or prehistoric ruins, burial grounds, archeological or vertebrate paleontological sites, or any

other archeological, paleontological or historical feature. The Contractor shall immediately stop work in the area of the archeological discovery and notify the District and comply with all other laws and regulations upon discovery of any such remains in the construction site. Compensation to the Contractor, if any, for lost time or changes in construction to avoid the find shall be determined in accordance with changed conditions or Change Order provisions of the Contract. The Contractor shall have no property right in such sites or features.

In the event that any Indian relics or items possessing archaeological or historical value are discovered by the Contractor or any of its subcontractors or any of their representatives or employees, the Contractor shall immediately notify the District and await the District's decision before proceeding with any work. The Contractor shall have no property right in such relics and items.

L. License: Contractor shall be licensed under the provisions of Chapter 9, Division 3, of the Business and Professions Code of the State of California to do the type of work contemplated in the Project and shall be skilled and regularly engaged in the general class or type of work called for under the Contract.

M. Agreement to Assign (Contractors and Subcontractors): Agreement to Assign (Contractors and Subcontractors): The Contractor's and subcontractors' attention is directed to the provisions of Government Code, Section 4551, which requires that, in entering into a public works contract or subcontract, contractors and subcontractors agree to assign to the purchasing body all rights arising from violations of antitrust regulations. In pertinent part, Government Code, Section 4551, reads as follows:

In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professional Code) arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor without further acknowledgement by the party

N. Claims and Actions Against Public Entities and Employees: The Contractor's and subcontractors' attention is directed to Government Code Section 900 et seq. dealing with claims and actions against public entities and employees. Nothing contained in the Contract, including but not limited to Section GC-28, Changes, is intended to modify or remove the requirements set forth in these Government Code sections.

1. If the Contractor files any claim with the District for compensation in excess of the Contract amount or return of liquidated damages, the claim shall be in writing and include the documents necessary to substantiate the claim. Said documents may include invoices, cost breakdowns, and other documentation explaining the details of the Contractor's calculations of the amount claimed. Such claim must be filed on or before the date of final payment. Nothing in this subsection is intended to extend the time limit or supersede notice requirements otherwise provided by the Contract relating to requests for extra compensation or extensions of time. The presentation

of any claim by the Contractor shall be accompanied by a signed personal certification as set forth below.

PERSONAL DECLARATION AND CERTIFICATION OF CLAIM

I, _____, BEING THE _____ (MUST BE AN OFFICER) 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; THE SUPPORTING DATA IS TRUTHFUL AND ACCURATE; 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 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 AND/OR OTHER SEVERE LEGAL CONSEQUENCES.

Signed: _____

Date: _____

2. For claims of less than fifty thousand dollars (\$50,000), the District will respond in writing within 45 days of its receipt of the claim, or may request, in writing, within 30 days of its receipt of the claim, submission of additional documentation supporting the claim or relating to defenses or claims the District may have against the Contractor.
 - a. If such additional documentation is requested by the District, it shall be provided by the Contractor within 20 days of its receipt of the request from the District or as otherwise mutually agreed upon by the District and the Contractor.
 - b. Following the Contractor's submission of all requested additional documentation, the District will respond to the claim within 15 days or within the period of time taken by the Contractor in producing the additional documentation, whichever is longer.

3. For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the District will respond in writing within 60 days of its receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, submission of additional documentation supporting the claim or relating to defenses or claims the District may have against the Contractor.
 - a. If such additional documentation is requested by the District, it shall be provided by the Contractor within 30 days of its receipt of the request or as otherwise mutually agreed upon by the District and the Contractor.
 - b. Following the Contractor's submission of all requested additional documentation, the District will respond to the claim within 30 days, or within

the period of time taken by the Contractor in producing the additional documentation, whichever is longer.

4. If the Contractor disputes the District's written response, or if the District fails to respond within the time prescribed, the Contractor may so notify the District, in writing, either within fifteen (15) days of receipt of the District's response or within fifteen (15) days of the District's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receiving such a demand, the District shall schedule a meet and confer conference within thirty (30) days.
5. If, following the meet and confer conference, the claim or any portion remains in dispute, the Contractor may file a claim pursuant to 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 Contractor submits its written claim pursuant to paragraph 2 above until the time said claim is denied pursuant to the procedures set forth herein, including any period of time utilized by the meet and confer conference.

GC-8 PERMITS, LICENSES, EASEMENTS AND TAXES

- A. Permits and Licenses: Contractor shall, unless otherwise provided elsewhere in the Contract, at its expense, obtain all permits and licenses and pay all charges and fees necessary for the performance of the Contract, and shall give all public notices necessary for the lawful performance of the Contract.

Attention is directed to the Project Documents and to any permits that may have been acquired by or imposed upon the District that contain requirements related to performance of the work, including but not limited to encroachment permits and storm water pollution prevention. All work within public properties and rights of way shall be accomplished in conformance with any specific conditions, instructions, and/or requirements contained in permits issued by the agencies having jurisdiction over such property and rights of way.

Where permits and/or licenses require subsequent contingent permits, inspections, or other actions, the Contractor shall comply with these requirements at no additional cost to the District, except that the inspection fees charged by regulatory and/or permitting agencies shall be paid for by the District. However, if the inspection fee is due to noncompliance of the permit requirements, such inspection fee shall be paid for by the Contractor.

- B. Easements: The District may provide easements for work under the Contract. District-provided easements are shown in the Project Documents. All work within private and public properties shall be accomplished in conformance with any specific conditions, instructions, and/or requirements of the respective easements.

The District may provide additional easements for use of public or private property for working space, haul roads, and for storage of materials and equipment. District-provided easements are shown in the Project Documents. The Contractor may use such property so provided for working space, haul roads, and for storage of materials and equipment.

Should the Contractor find it necessary or advantageous to use any land, over and above that land that is provided, for any purpose whatever, the Contractor shall, at its expense, obtain a written agreement with the property owner and obtain approval from the District for the use of such land. A copy of any such agreement shall be submitted to the District prior to implementation.

Nothing in the Contract shall be construed as allowing the Contractor to make any arrangements with any person to permit occupancy or use of any land, structure, or building for any Contract purpose whatsoever, either with or without compensation, in conflict with any agreement between the District and any owner, former owner, or tenant of such land, structure, or building.

- C. Taxes: Contractor shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under the Contract, shall make any and all payroll deductions required by law, and shall indemnify and hold harmless the District from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.

GC-9 PUBLICATIONS

No publications or advertisements concerning the subject matter of the Contract shall at any time be made by or on behalf of Contractor, its subcontractors, or suppliers, unless prior written authorization is obtained from the District.

No advertising signs shall be erected at the site of the work.

GC-10 WAIVER

Neither the inspection by the District, nor any order, measurement, approval, determination, decision, or certificate by the District, nor any order by the District for the payment of money, nor any payment for or use, occupancy, possession, or acceptance of the whole or any part of the work by the District, nor any extension of time, nor any other act or omission of the District shall constitute, or be deemed to be acceptance of any defective or improper work, materials, or equipment nor operate as a waiver of any requirement or provision of the Contract, nor of any remedy, power, or right of or herein reserved to the District nor of any right to damages for breach of Contract. Any and all rights and/or remedies provided for in the Contract are intended and shall be construed to be cumulative; and, in addition to each and every other right and remedy provided for herein or by law, the District shall be entitled, as a right, to a writ or injunction against any breach or threatened breach of the Contract by Contractor, by its subcontractors, or by any other person or persons.

None of the provisions of the Contract shall be considered waived by the District unless such waiver is expressly given in writing by the District. No such waiver shall be a waiver of any past or future default, breach, or modification of any of the terms, provisions, conditions, or covenants of the Contract unless expressly set forth in such waiver.

GC-11 INDEMNITY

Contractor shall indemnify, defend, and hold harmless the District and its officers, agents, servants, employees and any other District representatives, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, consequential damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature

whether arising before or after final acceptance of the work hereunder and in any manner directly or indirectly caused, occasioned, or contributed to or claimed to be caused, occasioned, or contributed to in whole or in part by reason of any act, omission, fault, or negligence whether active or passive of Contractor, or of anyone acting under its direction, control, or on its behalf including subcontractors in connection with or incident to the performance of this Contract without limiting the generality of the foregoing, the same shall include injury to or death of any person or persons and damage to any property, regardless of where located, including without limitation the property of the District, Contractor's employees, and all other persons. Contractor's aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the active negligence or willful misconduct of the District or its officers, agents or employees.

Contractor shall include in each agreement with each of its subcontractors at all tiers, a provision requiring that the subcontractor indemnify the District as stated in this Section.

GC-12 PATENT INDEMNITY

The Contractor shall pay all licenses, copyrights, fees, and royalties and assume all costs incident to the use and performance of the work, or the incorporation in the work, of any invention, design, process, product, or device that is the subject of patent rights or copyrights held by others. The Contractor shall indemnify, defend, and save harmless the District, its officers, directors, employees, representatives, and agents, and each of them from and against all claims, losses, costs, damages, consequential damages, and expenses, including attorneys' fees, incurred by the District, its officers, directors, employees, representatives, and agents as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and/or copyright and arising out of the use of the materials, equipment, and/or products furnished under the Contract by the Contractor, or out of the processes or actions employed by, or on behalf of, the Contractor in connection with the performance of the Contract. The Contractor shall, at its expense, promptly defend against any such claim or action, whether or not well founded in fact or in law, provided that the District shall have notified the Contractor upon becoming aware of such claims or actions, and provided further that the Contractor's aforementioned obligations shall not apply to equipment, materials, and/or products furnished or specified by the District. The Contractor shall have the right, in order to avoid such claims or actions, to substitute at its expense noninfringing equipment, materials, and/or products, or to modify at its expense such infringing equipment, materials, and/or products so they become noninfringing, provided that such substituted and modified equipment, materials, and/or products shall meet all the requirements and be subject to all the provisions of the Contract.

GC-13 SUBCONTRACTS AND SUBCONTRACTORS

No subcontract shall be entered into and Contractor shall not substitute any person as subcontractor in place of a subcontractor so listed in the Contract provided that the District, at its discretion, may consent to a subcontractor substitution if (1) the subcontractor listed fails or refuses to execute a written contract, or (2) the substitution is otherwise necessary to the efficient construction of the work. In either case, Contractor shall obtain the District's prior written consent. No subcontracts at any tier shall relieve Contractor of any of its liabilities or obligations under the Contract, and Contractor agrees that it is fully responsible to the District for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them in the performance of the Contract. Contractor shall assure that each subcontractor at all tiers fully complies with the provisions of any applicable Worker's

Compensation Act or similar law having application to subcontractor's employees. Failure of Contractor or any of its subcontractors to comply with this provision will be considered as grounds for termination of the Contract at Contractor's expense in accordance with Section GC-15 Termination of Right to Proceed.

Nothing contained in the Contract shall create any contractual relationship between any subcontractor and the District.

The Contractor shall, at all times, be responsible for the safety of its subcontractors' employees at any tier and for its subcontractors' plants and equipment at any tier; and the method of prosecuting the work and shall ensure the compliance, by all subcontractors' employees at any tier, with all local, state, and federal safety regulations and the District Safety Requirements as may be applicable to the performance of the work.

The Contractor shall, at all times, be responsible for the adequacy, efficiency, and sufficiency of its subcontractor at any tier or persons employed by the subcontractors. All workers shall have sufficient knowledge, skill, and experience to properly perform the work assigned to them.

When a portion of the work that has been subcontracted by the Contractor is not being prosecuted in a manner satisfactory to the District, the Contractor shall cause such subcontractor forces to be removed immediately upon the request of the District, and such subcontractor forces shall not again be employed on the work.

Any assignment of the performance of this Contract without prior written consent of the District shall be voidable. Consent will not be given to any proposed assignment which would relieve the original Contractor or its Surety of their responsibilities under the Contract. Contractor may assign monies due or to become due it under the Contract, to the extent permitted by law, and such assignment will be recognized by the District, if written notice thereof is given to the District at least ten (10) working days before a payment is due, but any assignment of monies shall be subject to all proper set-offs in favor of the District and to all deductions or retentions provided for in the Contract and particularly all money withheld, whether assigned or not, shall be subject to being used by the District for the completion of the work in the event that Contractor should be in default therein or for the payment of claims or liens.

GC-14 ASSIGNMENTS

No assignment of any performance of work under this Contract shall be made by the Contractor, its heirs, executors, administrators, or successors without prior written consent of the District. Consent for any proposed assignment will not be considered that would, by any instrument, relieve the original Contractor or its Surety of the responsibilities under the Contract.

The Contractor may assign monies due or to become due under the Contract, to the extent permitted by law, and such assignment will be recognized by the District, if written notice thereof is given to the District at least ten (10) days before a payment is due. Any assignment of monies shall, however, be subject to all proper set-offs in favor of the District and to all deductions provided for in the Contract. All monies withheld, whether assigned or not, shall be subject to being used by the District for the completion of the work in the event that the Contractor should be in default therein or for the payment of claims or liens against the work from any source.

GC-15 TERMINATION OF RIGHT TO PROCEED

If Contractor should refuse or fail, except in cases for which extension of time is provided, to supply enough properly skilled workers, proper equipment and proper appliances or proper materials, or if it should fail to make prompt payments to subcontractors or for material or labor, or disregard laws, ordinances, or the instructions of the District, or otherwise be guilty of a substantial violation of any provision of this Contract, then the District may without prejudice to any other right or remedy, serve written notice upon Contractor and Surety, if any, of the District's intention to terminate the performance of Contractor, such notices to contain the reasons for such termination, and unless within seven (7) calendar days after the serving of such notice upon Contractor and Surety, if any, such cause shall cease and satisfactory arrangement for correction shall be made, the performance of Contractor shall cease and terminate. In the event of any such termination, or should Contractor be adjudged as bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the District shall serve notice thereof upon Contractor and Surety, if any, and the Surety shall have the right to perform the Contract; provided, however, that if the Surety does not commence performance thereof within seven (7) calendar days from the date of service of notice of termination upon the Surety, the District may take possession of the premises and of all materials, tools, equipment, and appliances thereon and finish the work by whatever method the District may deem expedient. In such case, Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to Contractor. If such expense shall exceed such unpaid balance, Contractor and Surety, if any, shall pay the difference to the District. The expense incurred by the District as herein provided, and the damage incurred through Contractor's default, shall be certified by the District. Service of any notices hereunder shall be deemed complete upon the deposit in the United States mail, postage prepaid, addressed to the address of Contractor and Surety, if any, as shown on records on file with the District.

Said termination shall be without prejudice to any other remedies available to the District.

Upon receipt of any such written notice of termination of right to proceed, Contractor shall, at its expense, for that work affected by any such termination:

- A. Assist the District in making an inventory of all materials and equipment in storage at the site, enroute to the site, and on order from suppliers.
- B. Assign to the District subcontracts, supply contracts, and equipment rental agreements all as designated by the District.
- C. Remove from the site all construction materials, equipment, and plant listed in said inventory other than such construction materials, equipment, and plant which are designated in writing by the District to be used by the District in completing such work.

GC-16 OPTIONAL TERMINATION

Including, but not limited to, provisions for termination in the event of national emergency under Section 4410 et. seq. of the Government Code of the State of California, the District may, at its

option, cancel and terminate the Contract in whole or in part at any time by written notice thereof to Contractor, whether or not Contractor is in default.

Upon any such cancellation and termination, Contractor shall waive any claims for damages, including loss of anticipated profits, on account thereof, but as the sole right and remedy of Contractor and the District, the District shall pay Contractor in accordance with subparagraph B., below, provided, however, that the provisions of the Contract, which by their very nature survive final acceptance under the Contract, shall remain in full force and effect after such cancellation and termination to the extent provided in such provisions.

- A. Upon receipt of any such notice, Contractor shall, unless the notice requires otherwise:
 - 1. Immediately discontinue work on the date and to the extent specified in the notice.
 - 2. Place no further orders or subcontracts for materials, services, or facilities, other than as may be necessary or required for completion of such portion of work under the Contract that is not terminated.
 - 3. Promptly make every reasonable effort to obtain cancellation upon terms satisfactory to the District of all orders and subcontracts to the extent they relate to the performance of work terminated.
 - 4. Assist the District as specifically requested, in writing, in the maintenance, protection, and disposition of property acquired by the District under the Contract.

- B. Upon any such termination, the District will pay to Contractor an amount determined in accordance with the following (without duplication of any item):
 - 1. All amounts due and not previously paid to Contractor for work completed in accordance with the Contract prior to such notice, and for work thereafter completed as specified in such notice.
 - 2. The cost of settling and paying claims arising out of the termination of work under subcontracts or orders as provided in subparagraph A.3., above.
 - 3. The reasonable costs incurred pursuant to subparagraph A.4., above.
 - 4. Any other reasonable costs incidental to such termination of work.
 - 5. The foregoing amounts shall include a reasonable sum, under all of the circumstances, as profit for any work performed by Contractor.

GC-17 SUSPENSION OF WORK

The District may, at any time and in its sole discretion, for the District's convenience, by notice in writing to the Contractor, suspend the performance of all or any portion of the work being or to be performed under the Contract. Work that is suspended shall not be resumed until the District issues a written notice to resume suspended work. Upon issuing the notice to suspend work, the District will designate the amount and type of plant, labor, and equipment to be committed to the Project. During the period of suspension, the Contractor shall use its best efforts to utilize its plant, labor, and equipment in such a manner as to minimize the costs associated with suspension.

- A. Upon receipt of any notice to suspend work, the Contractor shall, unless the notice requires otherwise:

1. Immediately discontinue work on the date and to the extent specified in the notice; and
 2. Place no further orders or subcontracts for material, services, or facilities with respect to suspended work other than as required in the notice; and
 3. Promptly make every reasonable effort to obtain suspension of all orders, subcontracts, and rental agreements to the extent they relate to performance of work suspended upon terms satisfactory to the District; and
 4. Unless otherwise specifically stated in the notice, the Contractor shall continue to protect and maintain the Project, including those portions of work that have been suspended.
- B. As full compensation, the Contractor will be reimbursed for the following costs, reasonably incurred, without duplication of any item, to the extent that such costs directly result from such suspension of work:
1. A standby charge to be paid to the Contractor during the period of suspension of work, which standby charge shall be sufficient to compensate the Contractor for keeping, to the extent required in the notice, its organization and equipment committed to the Project in a standby status.
 2. All reasonable costs associated with mobilization and demobilization of the Contractor's plant, forces, and equipment.
 3. An equitable amount to reimburse the Contractor for the cost of maintaining and protecting that portion of the Project upon which work has been suspended.
 4. If the costs associated with subsequently performing work is increased or decreased as a result of any such suspension of work, an equitable adjustment reflecting either an increase or decrease in such cost will be established by Change Order in accordance with Section GC-28, Changes.

Upon receipt of notice to resume suspended work, the Contractor shall immediately resume the suspended work to the extent required in the notice. The Contractor shall also submit a revised construction schedule for the District's review and approval.

In cases where other governmental agencies or authorities suspend the performance of the work, and such suspension is not due to the failure of the Contractor to comply with the requirements of the Contract, the suspension will be considered a suspension for convenience by the District and the provisions of this Section shall apply.

Notwithstanding the provisions for convenience stated above, the District may partially or entirely suspend the work for an indefinite period of time for the failure of the Contractor to comply with the Contract. Under such suspension, the Contract completion date will not be extended and the Contractor shall not be entitled to recover resulting costs or damages including, but not limited to, acceleration costs.

GC-18 CONTRACTOR-FURNISHED DRAWINGS AND DATA

Contractor shall promptly submit within the time specified at its own expense all submittals, shop drawings and details required by the plans and specifications. The District's favorable review shall be obtained before any such items are manufactured or used in the work. The

favorable review of drawings by the District shall apply in general design only and shall in no way relieve Contractor from responsibility for errors or omissions contained therein. Favorable review by the District shall not relieve Contractor of its obligation to meet safety requirements and all other requirements of laws.

Submittals and coordination are the responsibility of Contractor; this responsibility shall not be delegated in whole or in part to subcontractors or suppliers. Any designation of work "by other," shown on submittals, shall mean that the work will be the responsibility of Contractor rather than the subcontractor or supplier who has prepared the shop drawings.

Submittals shall be prepared in such form that data can be identified with the applicable specification paragraph. The data shall demonstrate clearly compliance with the project drawings and specifications and shall relate to the specific equipment to be furnished. Where manufacturer's standard drawings are employed, they shall be marked clearly to show what portions of the data are applicable to this project.

Review of shop drawing submittals by the District has as its primary objective the completion for the District of a project in full conformance with the project drawings and specifications, unmarred by field corrections, and within the time provided. In addition to this primary objective shop drawing review as a secondary objective will assist Contractor in its procurement of equipment that will meet all requirements of the project drawings and specifications, will fit the structures detailed on the drawings, will be complete with respect to piping, electrical, and control connections, will have the proper functional characteristics, and will become an integral part of a complete operating facility. Acceptance of shop drawings and submittals does not constitute a change order to the Contract requirements.

Within ten (10) business days after receipt by the District of three (3) hard copies and one (1) PDF copy each of Contractor's submissions and all appurtenant data required for their review, the appropriate number of copies will be returned to Contractor with one of the following notations:

1. Resubmittal not required; correction, if any noted.
2. Correct and resubmit; corrections noted.

Returned copies of drawings marked with notation "1" authorize Contractor to proceed with the operations covered by such returned copies, provided that such operations shall be subject to the comments, if any, shown on such returned copies

Returned copies of drawings marked with notation "2" shall be corrected, as necessary and required, and shall be submitted in the same manner as before.

Submittals which do not have all the information required to be submitted, including deviations, are not acceptable and will be returned without review.

When submittals are favorably reviewed, the District will retain two (2) copies and will return all other copies to Contractor. When submittals are not favorably reviewed, the District will retain only one (1) copy and will return all others to Contractor.

It is considered reasonable that Contractor shall make a complete and acceptable submission to the District at least by the second submission of data. The District reserves the right to deduct

monies from payments due Contractor to cover additional costs of the District's review beyond the second submission.

Favorable review by the District will not constitute acceptance by the District of any responsibility for the accuracy, coordination, and completeness of the shop drawings or the items of equipment represented on the drawings. Accuracy, coordination, and completeness of shop drawings shall be the sole responsibility of Contractor, including responsibility to backcheck comments, corrections, and modifications from the District's review before fabrication.

Supplemental, specific requirements for shop drawings and details are contained in the applicable technical sections of these specifications.

Copies of schedules and shop drawings submitted to the District for review shall be such as to provide two (2) for the District's files, and such additional copies as Contractor may desire for its own office files and/or for distribution by it to subcontractors or vendors. Exceptions will be noted in specific sections of this Contract.

All submittals and supporting data, catalogs, and schedules, shall be submitted as the instruments of Contractor, who shall be responsible for their accuracy and completeness. These submittals may be prepared by Contractor, subcontractors, or suppliers, but Contractor shall ascertain that submittals meet all of the requirements of the Contract while conforming to structural, space, and access conditions at the point of installation. Contractor shall check all submittals before submitting them to the District.

The District shall check and review schedules, drawings, etc., submitted by Contractor only for general design conformance with the concept of the project and compliance with the information given in the Contract.

Shop drawings shall not be used to order products' fabrication or delivery for construction or installation unless submitted to and favorably reviewed by the District.

Acceptance by the District of any drawings, method of work, or any information regarding materials and equipment Contractor proposes to furnish shall not relieve Contractor of its responsibility for any errors therein and shall not be regarded as an assumption of risks or liability by the District, or its representatives, or any officer or employee thereof, and Contractor shall have no claim under the Contract on account of the failure or partial failure or inefficiency or insufficiency of any plan or method of work or material and equipment so accepted. Such acceptance shall be considered to mean merely that the District has no objection to Contractor using, upon its own full responsibility, the plan or method of work proposed, or furnishing the materials and equipment proposed.

GC-19 SUBSTITUTIONS AND EQUAL ALTERNATIVES

The work, unless otherwise permitted or approved by the District, shall be completed with the incorporated use of trade-named materials and equipment where such are specified. Substitutions and equal alternatives will be permitted as provided in this Section; however, neither the request for substitution nor the offer of alternatives shall in any way by their submittal obligate the District to assent to any request or offer. Failure of Contractor to submit proposed substitutions for review in accordance with this Section will be considered as evidence that the work shall be accomplished with trade-named materials and equipment as identified in the

Technical Specifications and shall be cause for rejection by the District of any other proposed substitutions.

Except when the specifications prohibit the substitution of a similar or equivalent material or article, Contractor may make written request to the District for approval of the use of alternative equipment or materials. Such request shall contain complete data intended to show that such alternative item is of a quality equal to or better than that specified and has the required characteristics for the intended use. Upon request, Contractor shall furnish to the District such additional information relating to such alternative items as the District may require.

Contractor shall submit written requests for substitutions to the District, within thirty-five (35) days of Contract award and prior to placing any purchase orders, but at least thirty (30) days before it requires approval of any such alternative item.

The burden of proof as to the quality and suitability of alternatives shall be upon Contractor, and it shall furnish all necessary information requested and required by the District. The District will be the sole judge as to the quality and suitability of alternative articles or materials, and its decision shall be final.

GC-20 QUALITY OF EQUIPMENT, MATERIALS, PRODUCTS, AND/OR WORKMANSHIP

The Contractor shall furnish all equipment, materials, and/or products required to complete the work, except equipment, materials, and/or products that are designated to be furnished by the District. Materials that are identified as District-furnished materials on the Project Drawings or in Part VI, Special Conditions, Section SC-15, District-Furnished Materials or Equipment, will be available to the Contractor free of charge, upon request, at the locations designated.

Only equipment, materials, and/or products meeting the requirements of the Contract shall be incorporated in the work. The equipment, materials, and/or products furnished and used shall be new and shall be manufactured, handled, and installed in a workmanlike manner to ensure a completed Project in accordance with the Contract. Manufacturers' warranties, guarantees, instruction sheets, and parts lists that are furnished with certain equipment, materials, and/or products incorporated in the work shall be delivered to the District before the Contract will be accepted.

If no detailed specifications are set forth, the Contractor shall furnish equipment, materials, and/or products in conformance with the latest standards, specifications, manuals or codes of an acceptable technical society, organization or association, or to the laws or regulations of any applicable governmental authority, whether such reference be specific or by implication, in effect at the time of opening of bids.

GC-21 INSPECTIONS AND SAMPLES

Unless otherwise provided in the Contract, all equipment, materials, and work shall be subject to inspection and testing by the District. The District shall have the right to reject equipment, materials, and work not in accordance with the Contract. Rejected work shall be satisfactorily corrected; rejected equipment shall be satisfactorily repaired or replaced with satisfactory equipment; and rejected material shall be satisfactorily replaced with satisfactory material, all in accordance with the Contract. The Contractor shall promptly segregate and remove rejected materials and equipment from the premises. All such correcting, repairing, replacing, and removing shall be by and at the expense of the Contractor.

The District will perform inspections in such manner as not to delay the work unreasonably, and the Contractor shall perform its work in such manner as not to delay inspection unreasonably. The Contractor shall give the District reasonable advance notice of operations requiring special inspections or tests, and it may request inspection of a portion of any work at any time by reasonable advance notice to the District. The Contractor shall, at its expense, furnish promptly all facilities, labor, and materials necessary and required for such inspection and tests.

Contractor shall provide work area access at all reasonable times to the District and its officers, agents, employees, and any other duly authorized representatives and employees, and all duly authorized representatives of governmental agencies having jurisdiction over work areas or any part thereof for the purpose of determining compliance with Contract requirements. The Contractor shall also arrange for the District, and its officers, agents, employees, and any other duly authorized representatives and employees, to have access at all reasonable times to all places where equipment or materials are being manufactured, produced, or fabricated for use under the Contract.

The Contractor shall furnish the District all reasonable facilities for the District's safety and convenience in inspecting work, at all times and at all places where inspection may take place. If the District finds that conditions are unsafe for inspection at a particular location, he may, upon notice to the Contractor, refuse to inspect in that location until such conditions are corrected. The Contractor shall bear any additional costs resulting from such action, including any costs incurred to permit subsequent inspection of any portion of work covered or completed at the location before correction of the conditions, whether or not such portion of work is found to meet Contract requirements.

The Contractor shall bear any additional inspection costs resulting from its failure to have a portion of work ready for inspection at the time requested by it for inspection, or from reinspection of any previously rejected portion of work where the defects requiring such rejection were due to the Contractor's fault or negligence. Such costs may be deducted, in whole or in part, from any monies due or that may become due to the Contractor under the Contract.

Inspection of materials and finished articles to be incorporated into any work may be made by the District at the place of production, manufacture, or shipment. When such inspection is to be performed, no such materials or finished articles shall be shipped from such place of inspection or incorporated in any work prior to inspection or without the written approval of the District. Equipment, materials, and work not in conformity with the Contract shall be corrected or replaced with satisfactory equipment and materials by and at the expense of the Contractor so as to conform to the Contract as determined by the District.

No acceptance of equipment, materials, or work shall be construed to result from such inspections by the District. Any inspections or tests or waivers thereof shall not relieve the Contractor of its responsibility for meeting the requirements of the Contract.

Where so required in the Contract, or whenever requested by the District, the Contractor shall, at its expense, promptly furnish to the District sample specimens of materials to be incorporated into any work. Samples shall be submitted in an orderly sequence so that dependent materials or equipment can be assembled and reviewed without causing delays in the work. Samples of material from natural sources shall be taken in the presence of the District; otherwise, the sample will not be considered for testing. Samples shall be tagged or labeled securely and fully

identified as to manufacturer, type, size or capacity, lot, and date, all as applicable and by reference to the applicable section and paragraph of the Contract. Materials for which samples are required shall not be used in any work until approved in writing by the District. Materials incorporated in any work shall conform to such samples as the District, in his discretion, determines meet the requirements of the Contract. Samples will be returned to the Contractor only at the discretion of the District.

GC-22 PROJECT DOCUMENTS AND RECORD DRAWINGS

The Contractor shall keep on the work site a copy of the Project Documents and shall at all times give the District access thereto. Any drawings included in the detailed Specifications shall be regarded as part thereto and of the Contract. Anything mentioned in these Specifications and not shown on the Project Drawings, or shown on the Project Drawings and not mentioned in these Specifications, shall be of like effect as though shown or mentioned in both. The District will furnish from time to time such detail drawings, plans, profiles, and information as he may consider necessary for the Contractor's guidance. It shall be the duty of the Contractor to see that the provisions of the Contract are complied with in detail irrespective of the inspection given the work during its progress by the District. Any failure on the part of the Contractor to observe the requirements contained in the Contract will be sufficient cause for the rejection of the work at any time before its acceptance.

The Contractor shall maintain, at the job site, one record set of Project Drawings in good order and clearly marked to show any deviations that have been made from the Project Drawings, including concealed construction and utility features that are revealed during the course of construction. Marked prints shall be updated at least once each week and shall be available to the District for review as to currency prior to developing partial payment estimates. Upon completion of the work, the marked set of prints shall be delivered to the District.

In the case of those drawings that depict the detail requirement for equipment to be assembled and wired in the factory, such as motor control centers and the like, the Record Drawings shall be updated by indicating those portions that are superseded by Change Order drawings or final shop drawings and by including appropriate reference information describing the Change Orders by number and the shop drawings by manufacturer, drawing, and revision numbers.

Requests for partial payments will not be approved if the updated set of drawings is not in good order or is not kept current. Request for final payment will not be approved until the complete and correct Record Drawings are delivered to the District.

GC-23 SAFETY REQUIREMENTS

In accordance with generally accepted construction practices and state law, Contractor shall be solely and completely responsible direction and control of the work and for conditions on the jobsite, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours.

Contractor shall take all necessary precautions and provide all necessary safeguards to prevent personal injury and property damage. Contractor shall provide protection for all persons including, but not limited to, its employees and employees of other contractors or subcontractors; and employees, agents, and representatives of the District and regulatory agencies that may be on or about the work. Contractor shall also take such measures as may

be necessary or required to assure that the safety and health of the employees and of the public may be safeguarded.

Contractor shall provide and maintain all necessary safety equipment such as fences, barriers, signs, lights, walkways, guards, and fire prevention and fire-fighting equipment and shall take such other action as is required to fulfill its obligations under this Section. It is the intent of the District to provide a safe working environment under normal conditions.

All work and materials shall be in strict accordance with all applicable state, city, county, and federal rules, regulations, and codes, and attention is drawn to the requirements of OSHA. Contractor shall be solely responsible for compliance with all city, county, and state explosive transport, storage, and blasting requirements and for any damages caused by its operations.

Contractor shall promptly and fully comply with and carry out safety, sanitary, and medical requirements as prescribed by federal, state, or local laws or regulations and industry standards. Contractor shall keep adequate first aid facilities and supplies available and instruction in first aid shall be given.

The services of the District in conducting review and inspection of Contractor's performance is not intended to include review of the adequacy of Contractor's work methods, equipment, bracing or scaffolding, or safety measures, in, on, or near the construction site. However, The District reserves the right to stop work if the District believes that there is an imminent danger to persons or property. Even though the District reserves such rights, the exercise of such rights is at the District's sole discretion, and such reservations will not be construed as an obligation of the District to monitor or enforce the Contractor's safety program. The District's exercise of these rights shall not provide a basis for delay damages, extra compensation, and/or additional compensation to complete the work.

All costs in connection with meeting the requirements of this Section shall be borne by Contractor.

GC-24 CLEANING UP

Contractor shall, at all times, keep the premises occupied by it and access to such premises in a neat, clean, and safe condition. During the progress of work, the Contractor shall, at a minimum:

1. Retain all stored items in an orderly arrangement allowing maximum access, not impeding drainage or traffic, and providing the required protection of material.
2. Provide adequate storage of all items awaiting removal from the job site, observing all requirements for fire protection and protection of the environment.
3. Remove any accumulation of scrap, debris, waste material, and other items not required for construction of this work.
4. Dispose of existing materials and equipment to be demolished and removed and all trash, such as broken concrete, wood blocking, shipping containers, etc., resulting from the contract work off the premises occupied by the Contractor, including District property, at the Contractor's expense. District-leased dumpsters and other disposal containers on District's property, unless specifically provided by the Contractor, shall not be used by the Contractor.

5. Maintain all work areas within Contract work limits free from dust, as determined by the District. Industry-accepted methods of dust control, suitable for the area involved, will be permitted. No separate payment will be made to Contractor for dust control.

Upon completion of any portion of any work, Contractor shall promptly remove all of its equipment, temporary structures, and surplus construction and other materials not to be used at or near the same location during later stages of work. Upon completion of any work and before final payment is made, Contractor shall, at its expense, satisfactorily dispose of all plant, buildings, rubbish, unused materials, concrete forms, and other equipment and materials belonging to it or used in the performance of work; and Contractor shall leave the premises in a neat, clean, and safe condition.

The Contractor shall, as a minimum, conduct daily inspections to verify that requirements of this Section are being met. If the Contractor fails to comply with any of the foregoing, the District will transmit written notification of noncompliance. If, within five (5) days of the written notification, the Contractor fails to comply, cleanup may be undertaken by the District at the expense of the Contractor.

GC-25 CONTAMINATED SOILS/MATERIALS

Contaminated soils and materials shall include, but not be limited to, pollutants and/or materials defined as hazardous substances or hazardous wastes under the Resource Conservation and Recovery Act (RCRA), the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), the Hazardous Substances Control Act (Health and Safety Code Section 25300 and following), the Hazardous Waste Control Act (Health and Safety Code Section 25100 and following), or as defined as pollutants or contaminants under any other applicable state and federal laws and regulations. Said materials shall include, but not be limited to, friable asbestos, PCBs, petroleum products and its byproducts, and waste oil, among other substances.

Contractor shall notify the District by person or by telephone within two hours of discovery as to any contaminated soil or materials on or beneath the job site, including in buildings and related structures that could be impacted by the construction Project so discovered by the Contractor, its personnel, agents, representatives, consultants, or any other persons working under the direction and control of the Contractor. In addition, written notice shall be delivered to the District by the Contractor within 24 hours of discovery. Contractor shall require that like provisions be inserted in all contracts with its subcontractors and tiers of subcontractors. This shall not relieve the Contractor from the obligation and responsibility to ensure that the provisions of this General Condition are complied with.

The Contractor and its subcontractors shall immediately cease any and all work at the location of the discovery of the contaminated soils or materials until further notice from the District.

However, if the Contractor is specifically directed to conduct appropriate cleanup operations with respect to the contaminants discovered, the Contractor shall proceed with these operations. In addition, the Contractor shall notify the District of the discovery of said contaminants in the manner set forth above. Further, if the contaminants substantially vary from the description in the Contract as to type of material, quality of materials, level of concentration or toxicity, location, as to the materials' affect on groundwater, or vary in any other substantial manner from the description as set forth in the Contract, the Contractor shall immediately cease operations and notify the District in the manner set forth above.

All work done by the Contractor with respect to cleanup, removal, and remedial actions concerning the contaminated soils or materials shall be done according to law. All required notices shall be given by the Contractor to the County Environmental Health Hazard Materials Section and other appropriate governmental agencies, including the State Department of Toxic Substances Control and Regional Water Quality Control Board, among others. The Contractor or any subcontractor doing such work on behalf of the Contractor shall have the appropriate certification, licenses, and permits prior to commencing any such cleanup, removal, and/or remedial work. The District shall not be responsible for the negligence of or violation of any laws, rules, regulations, or ordinances by the Contractor or any of the Contractor's subcontractors, agents, consultants, employees, or representatives in doing such cleanup, removal, and remedial work.

If any of the cleanup, removal, containment, and remediation work substantially impacts upon the community, including, but not limited to, traffic, odor, and health issues, the District reserves the right to direct that the manner of operations by the Contractor be revised accordingly to reduce or eliminate the adverse effects.

GC-26 EXISTING UTILITIES AND INTERFERENCES

The locations of known existing utilities and pipelines are shown on the Project Drawings in their approximate locations. Some of the locations include multiple conduits. The Contractor shall exercise care in avoiding damage to those facilities that are to remain in service subsequent to the construction of the particular new facility involved, and it will be held responsible for their repair if damaged. The Contractor shall also exercise care in maintaining those pipes and facilities required for continuing operation of the existing facilities until such time as they can be abandoned. There is no guarantee that all utilities or obstructions are shown or that the locations indicated are accurate.

The Contractor shall be responsible for discovery of all existing underground installations in advance of excavating or trenching by contacting all local utilities 48 hours in advance and by prospecting. Contractor shall notify Underground Service Alert 48 hours prior to any excavation work.

The Contractor shall uncover and completely expose all piping where crossings, interferences, or connections are shown on the Project Drawings, prior to trenching or excavating for any pipe or structures, to determine actual elevations. New pipelines shall be laid to such grade as to clear all existing facilities that are to remain in service for any period subsequent to the construction of the run of pipe involved. If the Contractor does not expose all required utilities, it shall not be entitled to additional compensation for work necessary to avoid interferences or for repair to damaged utilities. Excavations around underground electrical ducts and conduits shall be performed using extreme caution to prevent injury to workers or damage to the electrical ducts or conduits.

Notwithstanding any other provision of this Contract between the District and the Contractor:

- A. In accordance with the provisions of Section 4215 of the California Government Code, in any contract to which the District is a party, the District shall assume the responsibility between the parties to the contract for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the site of any construction project and that are a subject of the Contract if such utilities are not identified by the District in

the Project Drawings and Specifications; provided, however, that nothing herein shall be deemed to require the District to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the construction project can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes on or adjacent to the site of construction. The District will compensate the Contractor for the costs of locating and repairing damage and removing or relocating such utility facilities that are not indicated in the Project Drawings and Specifications, provided that the Contractor exercises due reasonable care.

- B. The owner of the utility shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price.
- C. The Contractor shall not be assessed liquidated damages for delay in completion of the Project when such delay was caused by the failure of the District to show existing utilities or other existing facilities, excluding service laterals.

If interferences between existing utilities and proposed work occur at locations other than those shown on the Project Drawings, the Contractor shall notify the District, and a method for correcting said interference will be supplied by the District. Payment for correction of interferences not shown on the Project Drawings will be in accordance with the provisions of Section GC-27, Differing Site Conditions.

GC-27 DIFFERING SITE CONDITIONS

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

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

Actions by the Contractor to disturb or cover the above conditions before the District is notified or has had the opportunity to investigate the conditions shall be deemed a waiver by the Contractor of any and all rights that the Contractor may have for additional compensation for increases in the Contractor's cost of, or the time required for, performance of any part of the work.

The District will promptly investigate the conditions; and if the District finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, the District will issue a Change Order in accordance with the provisions of Section GC-28, Changes.

In the event that a dispute arises between the District and Contractor whether the conditions

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

GC-28 CHANGES

District may, at any time, by written change order make changes in the work, or extend the time to complete the work, as deemed necessary by District. The Contractor shall perform the work when so ordered. Any such change or request will be authorized in writing by the District, provided that in the event of an emergency, which the District determines endangers life or property, any work required by reason of such an emergency shall be performed in accordance with oral orders from the District, which will be confirmed in writing as soon as practicable. Any such authorization, whether written or oral, may be accompanied by drawings and data as are necessary to show the extent of such change or extra work.

If the District does not issue a written change order and the Contractor believes he is entitled to compensation or time in excess of the Contract amount arising out of the conduct of the work, Contractor may submit a written request for change to the District. Such requests for change will not be considered by the District unless the Contractor complies with the notification requirements of this paragraph. Contractor shall notify the District immediately upon learning of a condition, occurrence or circumstance that potentially will give rise to a request for change. If the initial notification is oral, Contractor shall confirm the notification in writing within five (5) days of the oral notification. The Contractor shall not proceed with the work involving the potential request for additional compensation without notifying the District of the subject conditions, occurrence, or circumstance unless an emergency exists or unless it is impossible to notify the District without creating an unreasonable delay in the work.

When changes in the work are required by the District or requested by Contractor, Contractor shall promptly estimate their effect on the cost or time of performance of this Contract and so notify the District. If requested by the District, Contractor shall supply any information to support Contractor's estimate of cost and/or time. No change shall be implemented by Contractor unless it is approved by the District in writing, and, unless otherwise agreed to in writing, the provisions of this Contract shall apply to all changes in the work.

If the District determines that any change materially affects the cost or time of performance of this Contract as a whole, Contractor and the District will mutually agree, in writing, to an equitable adjustment as specified in Section GC-29, Delays and Time Extensions and/or Section GC-30, Extra Work Payment. In the event of disagreement, the District will fix such adjustment that, in its opinion, be reasonable and proper, regard being had to all material and relevant factors including Contractor's direct costs and overhead. The Contractor may protest terms of such a change order in accordance with Section GC-31, Protest Procedure.

Contract change orders which affect the cost or term of performance shall be processed through the District's designated administrative representative, as shown in Section GC-5, Notices.

The District reserves the right to engage another contractor to perform the work if such engagement is in the District's best interest.

GC-29 DELAYS AND TIME EXTENSIONS

The time limits stated in the Contract are of the essence to the Contract. By executing the Contract, the Contractor confirms that the time limits set forth in the Contract, including interim or milestone dates, are reasonable periods for the performance of the work. The Contractor shall not be entitled to extensions of time limits at any time in the progress of the work unless the delay is occasioned by an act or neglect of the District or unless the delay in the completion of the work arises from unforeseeable causes beyond the control and without fault or negligence of both the Contractor and subcontractors or suppliers. Such unforeseeable causes may include: acts of God; acts of a public enemy; acts of a governmental entity not occasioned by the Contractor's, subcontractor's, or supplier's conduct; acts of another contractor in performance of a contract with the District; fires; floods; epidemics; quarantine restrictions; freight embargoes; unusually severe weather; or other delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors or suppliers.

If the Contractor seeks an extension of time for the completion of any phase of the work, the Contractor shall submit a written request to the District for an extension of time for the portion of the work so delayed within five (5) days of the onset of such delay, and such request shall fully state the reasons for such delay. When such a request is received, the District will ascertain the reasons for and the extent of such delay. If the District determines that the facts justify an extension of time, the Contract will be modified accordingly, through a written change order. If the District determines that the facts do not justify an extension of time, such request will be denied. The District's finding of fact of either determination will be given to the Contractor, and such findings shall be final unless the Contractor files a protest under Section GC-31, Protest Procedure. No extension will be granted for any portion of any delay unless the required written request is made by the Contractor as specified herein and the District finds justification for the request.

In any event, the Contractor expressly waived any right to delay damages from the District where a reasonable extension is granted, except when the District is responsible for the delay of the Contractor's performance of the work and which delay is unreasonable under the circumstances involved and not within the contemplation of the parties.

No time extensions will be granted nor extended overhead paid until a delay occurs which:

1. Impacts the Project's critical path,
2. Consumes all available float, slack time, or schedule contingency within the construction schedule (the time between the Contractor's scheduled early completion date and the Contract completion date), and
3. Extends work beyond the Contract completion date.

Float, slack time, or schedule contingency within the construction schedule is not for the exclusive use or benefit of the District or the Contractor but is a resource available to both parties as needed.

Except as limited by Section 7102 of the Public Contract Code, should the Contractor sustain any loss, damage, or delay through any act or omission of any other contractor or entities, the Contractor expressly waives any rights and any claims against the District, other than for an extension of time.

GC-30 EXTRA WORK PAYMENT

If the District determines that any change in the work materially affects the cost of this Contract as a whole, there shall be an equitable adjustment in the payment price. The price adjustment shall be determined by one of the following methods in the order of preference listed:

- A. Unit Price Change: Based on the unit prices contained in Section 2, Schedule of Bid, Part III, Bid Forms.

If there is a variation in the estimated Bid quantity listed in Section 2, Schedule of Bid, Part III, Bid Forms by more than one hundred fifty percent (150%) or less than fifty percent (50%) of the Bid quantity, either the District or the Contractor may notify the other party of their desire to renegotiate the Contract unit price with respect to those quantities outside of the permitted range of fifty percent (50%) below to one hundred fifty percent (150%) above the Bid quantity.

- B. Agreed Price Change: Mutually agreed-upon lump sum or unit price adjustment.

- C. Cost Plus Change: Contractor's actual cost of labor (wages and benefits), materials (actual purchase price, sales tax, freight and delivery) and equipment/tools (at actual or fair/prevaling rental rates) directly engaged in the performance of the extra work plus a fifteen percent (15%) mark-up for overhead and profit. A five percent (5%) mark-up will be added to the cost of extra work performed by subcontractors.

For cost plus changes, Contractor shall provide to District an itemized breakdown of the quantities and prices used in the extra work, and it shall make available all source documents for itself and any subcontractors, including but not limited to payroll records, invoices, purchase orders, contracts and lease agreements. Contractor shall keep accurate records that clearly delineate the extra work from other Contract work.

The total payment made as provided above shall be deemed to be the actual cost of such work, including overhead costs, and shall constitute full compensation therefore.

When extra work is performed by subcontractor forces, Contractor shall reach agreement with such other forces as to the distribution of the payment made by the District for such work. No additional payment will be made by the District by reason of the performance of the work by a subcontractor.

GC-31 PROTEST PROCEDURE

If the Contractor objects to any direction, instruction, determination or decision provided by the District, the Contractor may submit a written protest. All such written protests must be submitted within ten (10) days after such direction, instruction, determination or decision is delivered to the Contractor in writing. If the direction, instruction, determination or decision is oral, Contractor must request that the District provide said oral direction, instruction,

determination or decision within five (5) days of receiving the oral direction, instruction, determination or decision. The Contractor shall proceed without delay to perform work as directed, instructed, determined, or decided by the District and shall comply promptly with such directions, instructions, determinations, or decisions.

Written protests shall clearly state in detail the Contractor's objections, the reasons therefor, and the nature and amount of additional compensation or extension of time, if any, to which the Contractor contends it will be entitled thereby. It shall also include, if possible, Contract specification references, quantities, costs and any related detailed records.

The District will issue a decision upon each protest. If the District determines that the facts support the protest, the Contract will be modified accordingly, in writing. If the District determines that the facts do not support the protest, such request will be denied. The District's finding of fact of either determination will be given to the Contractor and such findings shall be final and conclusive.

If the Contractor disagrees with any terms or conditions set forth in an approved contract change order which it has not executed, and does not submit a written protest within the time specified above, payment will be made as set forth in the approved contract change order, and such payment shall constitute full compensation for all work included therein or required thereby.

The Contractor shall be deemed to have waived all grounds for protest of direction, instruction, determination, or decision and all claims for additional compensation, extensions of time, or damages occasioned thereby for which protest could have been made under this Section, and shall further be deemed to have accepted such direction, instruction, determination, or decision as being fair, reasonable, and determinative of the Contractor's obligations and rights under the Contract.

GC-32 RECORDS AND ACCOUNTS

The Contractor shall, at its expense, keep and maintain such records and accounts and shall require its subcontractors and suppliers to keep records and accounts in connection with the performance of the Contract. The Contractor shall maintain, in a businesslike manner, records, accounts, and other evidence directly pertinent to the performance of work under this Contract in accordance with Generally Accepted Accounting Principles and practices consistently applied and applicable under California and federal law. The Contractor shall also maintain the financial information and data used by the Contractor in the preparation or support of cost submissions required for this Contract or any Change Order. The District, or its authorized representatives, shall have access, at all times during normal business hours, to such records, accounts, and other evidence for the purpose of inspection, audit, and copying. The Contractor shall provide proper business facilities for such access, inspection, and copying at no cost to the District.

The Contractor shall furnish to the District, upon request, an accurate written allocation of the total amount of the price paid for performance of work under the Contract to the various elements of the work, as may be required by the District for accounting purposes and for public record. If the District determines that any price (including profit) negotiated in connection with this Contract, Change Order, or any cost reimbursable under this Contract, was increased by any significant sum because the Contractor, subcontractor, or supplier furnished incomplete or inaccurate cost or pricing data or data not current, then such price or cost or profit shall be

reduced accordingly and the Contract shall be modified in writing to reflect such reduction. Failure to agree on a reduction under this Section shall be subject to Section GC-31, Protest Procedure.

Such records and accounts shall remain accessible to the District for a period of not less than three (3) years beyond the date of formal acceptance as provided under Section GC-35, Acceptance of the Contract and Final Payment. The Contractor shall agree to include this Section in all its contracts, subcontracts, and purchase orders with suppliers in excess of \$10,000.

GC-33 PROGRESS PAYMENTS

- A. Monthly Progress Payments: Monthly progress payments will be made as the work proceeds. Such payments will be made according to estimates of the amount and value of work satisfactorily performed by the Contractor up to the time of each estimate.

Progress payment estimates shall be made by the Contractor and submitted to the District for review and concurrence. Once the District has agreed to the items of cost, the Contractor shall prepare a progress payment request and submit the request for payment. The burden of requesting payment is on the Contractor. The District has no obligation to pay for a separate item of cost unless that item of cost is included in a progress payment request by the Contractor.

Contractor's progress payment requests shall be made in writing on or about the twenty-fifth (25th) day of each calendar month, and payment will be made within twenty-one (21) days after the District verifies that the request has been properly filed and submitted. Progress estimates will not be required to be made by strict measurement, but may be by measurement or by estimation or partly by one method and partly by another.

Pursuant to Section 20104.50 of the Public Contract Code, the District will pay interest on progress payments held over thirty (30) days from the date of submission, as long as the request for payment by the Contractor is deemed properly filed and submitted. A request for payment by the Contractor will not be deemed properly filed or submitted until such time as the Record Drawings are reviewed and found to be current. The date of submission is the date the District's representative signs the progress payment request form in the space provided for the District. This signature will verify that the request has been properly filed and submitted.

- B. Detailed Cost Breakdown: Prior to preparation of the first progress payment request by the Contractor, the Contractor shall submit to the District a detailed cost breakdown of the work under each bid item awarded. If the initial detailed cost breakdown is not accepted by the District, additional cost breakdowns shall be submitted by the Contractor until the District determines that the cost breakdown is acceptable. Upon acceptance by the District, the breakdown will then become the basis for partial payment determination. Bond and insurance costs shall not be considered a separate item of cost for this purpose but shall be included in mobilization/demobilization.
- C. Retainage: In making progress payments, the District shall retain five percent (5%) of the cumulative estimated amount until final acceptance of all work under the Contract as set forth under Section GC-35, Acceptance of Contract and Final Payment. The

Contractor shall be allowed to substitute securities for any monies withheld to ensure performance under this Contract, or the Contractor may request that the District have such funds, which the District would otherwise withhold from progress payments to ensure performance, deposited in an escrow account pursuant to Section 22300 of the California Public Contract Code. The Contractor may exercise the option of substituting securities or depositing funds in an escrow account by executing the Escrow Agreement for Security Deposits in Lieu of Retention in the form supplied by the District upon request.

- D. Withholding Payment: Any payments otherwise payable under the Contract may be withheld, in whole or in part, by the District, if in the discretion of the District, it is necessary to protect the District from loss due to the following:
1. Defective work that is not remedied; or
 2. Third-party claims filed or reasonable evidence indicating probable filing of such claims; or
 3. Contractor's failure to make payments to subcontractors for labor, equipment, materials, or products to which a subcontractor is entitled; or
 4. Evidence that the work cannot be completed for the unpaid balance of the Contract sum; or
 5. Contractor's failure to submit an acceptable construction schedule or failure to update the schedule; or
 6. Any and all damage to the District, or another contractor, resulting from the Contractor's action or inaction; or
 7. Contractor's failure or inability to maintain insurance coverage and bonds as required by the Project Documents throughout the course of the job; or
 8. Contractor's repeated failure to carry out the work in accordance with the Project Documents; or
 9. Contractor's failure to provide copies of certified payrolls, as specified in this Section GC-7, Laws, Regulations and Prevailing Wages; or
 10. Contractor's failure to comply with the laws or regulations of any federal, state, or local government; or
 11. Untimely repair of any damage resulting from the Contractor's operations or untimely restoration of property, affected by the construction, to a preconstruction condition.

In addition, the District may deduct from any progress payment due the Contractor any amount the District may be currently, or in the future, authorized to retain pursuant to federal, state, or local laws or regulations, any amount due the District from the Contractor, and any other amount that the District is otherwise authorized to retain as specified in Part VI, Special Conditions.

The District will withhold an amount from any progress payment due the Contractor, which will not exceed twice the value of any necessary repairs, corrections, or replacements, to assure that the Contractor completes all repairs, corrections, or replacements for which the Contractor is responsible. The Contractor shall receive

payments of said retained amount after the repairs, corrections, or replacements are completed.

Any amount withheld for the reasons stated above shall be based on estimates made by the District and shall be in addition to any amount previously withheld. The Contractor may avoid withholding of amounts from a progress payment by eliminating the cause of the withholding to the satisfaction of the District.

If the Contractor fails to meet the obligations set forth above, upon written notice by the District, the District may discharge such obligations and deduct all costs in connection with the District's discharge of Contractor's obligations from any payments that may become due to the Contractor. If the amount withheld from payment(s) is insufficient to meet such costs, or if any claim or charge against the Contractor shall be discharged by the District after the final Contract payment is made, Contractor and its Sureties shall promptly pay the District all costs incurred thereby, regardless of when such claim arose or whether such claim constitutes a lien upon the Project or the real property upon which the Project is situated.

In the event that District finds Contractor in default, such that the District calls upon the Contractor's surety to perform the remainder of the project, including but not limited to entering into a takeover agreement with Contractor's surety, Contractor shall execute all documents as necessary to transfer or assign the Escrow Agreement called for herein. Contractor shall notify the District of such assignment and transfer such that District shall be fully informed.

- E. Ownership and Waiver: All equipment, materials, products, and work covered by progress payments will, upon payment, become the property of the District. However, this provision shall neither be construed as constituting acceptance of any work or as relieving the Contractor from the sole responsibility for all equipment, materials, products, and work upon which payments have been made, including the restoration of any damaged work until final acceptance thereof, unless specifically provided for elsewhere. The payment for any equipment, material, products, and work covered by a progress payment does not constitute a waiver of the District's right to require fulfillment of all of the terms of the Contract.

The Contractor's acceptance of any payment made under the terms of this Contract shall operate as, and shall be, a release to the District and a waiver of all claims by the Contractor against the District that may arise from the completed work for which payment has been made, except those claims previously submitted to the District in writing pursuant to Government Code Section 901 et seq., which are disputed at the time of the payment.

- F. Subcontractor Payments: The District informs Contractor, and Contractor by execution of the Contract takes cognizance of the following: Contractor must pay progress payments to subcontractors no later than seven (7) days after receipt from the District. If Contractor fails to make progress payments to subcontractors within seven (7) days, then Contractor is subject to penalties of 2% per month, disciplinary action, and attorneys' fees of subcontractors.
- G. Payment for Equipment, Materials, and Products: Generally, the Contractor will not be compensated for equipment, materials, and/or products delivered to the site until after

they are incorporated in the work. However, if the District determines that the progress of the work will benefit by the delivery to the site of certain equipment, materials, and/or products in advance of their actual requirement, and if such equipment, materials, and/or products are delivered, a portion of the cost of the equipment, materials, and/or products may be included in progress payments.

GC-34 LIENS AND STOP NOTICE

If at any time any notices of lien are filed for labor performed or materials or equipment manufactured, furnished, or delivered to or for the work, the Contractor shall, at its own cost and expense, promptly discharge, remove, or otherwise dispose of the same; and until such discharge, removal, or disposition, the District shall have the right to retain from any monies payable to the Contractor an amount that, in the District's sole judgment, the District deems necessary to satisfy such liens and pay the costs and expenses, including attorneys' fees, of defending any actions brought to enforce the same, or incurred in connection therewith or by reason thereof.

If, at any time prior to the expiration of the period for service of a Stop Notice, there is served upon the District a Stop Notice as provided in Sections 9350 through 9510 of the Civil Code of the State of California, the District shall, until the discharge thereof, withhold from the monies under its control so much of said monies due or to become due the Contractor under this Contract as shall be sufficient to answer the claim stated in such Stop Notice and to provide for the reasonable cost of any litigation thereunder, provided that, in the District's discretion, permit the Contractor to file with the District the bond referred to in Section 9364 of the Civil Code of the State of California, said monies shall not thereafter be withheld on account of such Stop Notice. The monies that the District withholds shall be a minimum of one hundred twenty-five percent (125%) of the face value of the Stop Notice.

GC-35 ACCEPTANCE OF CONTRACT AND FINAL PAYMENT

- A. Final Acceptance: Whenever the Contractor deems that its obligations under the Contract have been fulfilled, the Contractor shall, in writing, so notify the District. This notification shall include a request for the District to make a final inspection. Upon receipt of such notice, the District will, in company with the Contractor, inspect the work that has been performed. If the District determines that the request is appropriate, the District will make a final inspection.

If any deficiencies are discovered by the District during the final inspection of the work, a "punch list" stating the deficiencies will be prepared and transmitted to the Contractor for correction. Upon correction of the deficiencies, the Contractor shall notify the District. The District will reinspect the corrected work. If the District determines that all work is completed except for minor punch-list items, and that all other requirements of the Contract have been met, the District will recommend acceptance of the Contract work to the District's General Manager.

Immediately upon acceptance by the General Manager and without further acknowledgement by the parties, the Contractor is relieved of the duty of maintaining and protecting the Contract work as a whole except as required by the warranty, guaranty, insurance, indemnity, and all other conditions of the Contract that are intended to continue after acceptance of the Contract. Guaranty and warranty periods required by

the Contract and the statutory period for the filing of liens and Stop Notices shall commence on the date of acceptance by the General Manager.

Additionally, upon the General Manager's acceptance of the Contract work, the District will cause a Notice of Completion of all work under the Contract to be filed in the office of the District and the office of the County Recorder of Tuolumne County, in accordance with Section 4005 of the Government Code of the State of California. Upon expiration of the statutory period for filing of liens and Stop Notices and provided no liens or Stop Notices have been filed, the District will authorize release or release the retention, less all such amounts the District may be authorized or required to reserve or retain.

- B. Release of Claims and Subcontractor Payments: The Contractor shall provide a release of all claims arising out of work related to undisputed Contract amounts. Final payment shall be subject to the Contractor's execution of a release in favor of the District, its directors, officers, representatives, agents, and employees, as to all claims arising out of the Contract work and District liability to the Contractor, or any third party, for anything done in relation to or furnished for any work related to undisputed Contract amounts. Such release shall include claims for any act or omission of the District, its directors, officers, representatives, agents, and employees, respectively, or of any person relating to or affecting any work related to such final payment. All prior progress payments, being estimates, will be subject to adjustment in the final payment.

Claims by the Contractor for additional compensation or damages remaining in dispute, as set forth in the final payment release, shall be excluded from the terms of the release. The District may withhold from the final payment up to one hundred fifty percent (150%) of the estimated value of claims by the District, or third parties against the Contractor, including but not limited to, claims regarding amounts previously paid to the Contractor by the District.

The release signed by the Contractor as part of the final payment shall be in substantially the following form:

Final Payment and Release

District Project Name _____
District Project Number _____

The acceptance by Contractor of the final Contract payment in the sum of \$ _____ covering undisputed Contract amounts shall operate as, and shall be a release to the Twain Harte Community Services District (District), the District's directors, officers, representatives, agents, and employees, respectively, from all claims of and liability to the Contractor (except as set forth below), including claims of the Contractor as the successor in interest by assignment or otherwise, to claims of laborers, mechanics, subcontractors, consultants, and materialmen, and including claims by laborers, mechanics, subcontractors, consultants, and materialmen as successors in interest by assignment or otherwise, arising out of the work performed under the Contract which are related to said undisputed Contract amounts. This Release shall be effective as to all claims of the Contractor arising out of or in connection with the performance of the work under this Contract with respect to said undisputed Contract amounts, including tort claims, which are known to the Contractor or reasonably should have been known to the Contractor at the date of the signing of this Release. The

acceptance by Contractor of the final Contract payment described above shall operate as a waiver of all claims described herein and of any entitlement to additional payment arising out of the Contract, except as to those claims by the Contractor and their respective estimated dollar amounts listed herein below. It is understood that the amounts set forth below are good faith estimates and may be subject to some reasonable modification. It is intended that this Release be construed in accordance with the limitations set forth in California Public Contract Code, Section §7100.

<u>DESCRIPTION OF DISPUTED CLAIM</u>	<u>ESTIMATED AMOUNT OF DISPUTED CLAIM</u>
_____	\$ _____

Signed: _____

By: _____
(typed or printed)

Title: _____

Company Name: _____

Date: _____

The District, at its discretion, may elect to issue final payments directly to certain of the subcontractors, or to issue joint check payments, payable to the Contractor and subcontractor involved. Contractor agrees to verify the correctness of any final payments to be made to subcontractors by the District and acknowledge the same in writing to the District within five (5) days of written request from the District. If the Contractor disputes the correctness of any final payment to be made to a subcontractor, the Contractor shall so notify the District in writing of the matters in dispute and the amounts thereof. The notice shall be in writing delivered to the District within five (5) days of the above-written request from the District. Said payments shall be made in accordance with estimates made by the Contractor and/or subcontractor and approved by the District of the amount and value of work satisfactorily performed by the subcontractor. Amounts so paid to the subcontractor shall be deducted from any amounts due to the Contractor under the terms of the Contract and any Change or Extra Work Orders. However, to the extent that the Contractor disputes any portion or all of the estimated payment due a subcontractor, an amount not to exceed one hundred fifty percent (150%) of the disputed amount will be withheld from the payment to the subcontractor. If the entire amount due to the subcontractor is disputed by the Contractor, then up to one hundred fifty percent (150%) of this entire amount may be deducted from payments to the Contractor until the dispute is resolved.

If, as stated above, the District elects to issue final payments to a subcontractor or subcontractors or to issue joint check payments, the District may request, as part of its payment to the subcontractor or subcontractors involved, that said subcontractor or

subcontractors sign a Conditional Waiver and Release Upon Final Payment to the subcontractor, which shall be in substantially the following form:

Conditional Waiver and Release Upon Final Payment to Subcontractor

Upon receipt by the undersigned of a check from Twain Harte Community Services District (District) in the sum of \$_____ payable to _____ and when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release any mechanic's lien, Stop Notice, or bond right the undersigned has on the Contract. This release covers the final payment of the undersigned for all labor, services, equipment, or material furnished on the job, except for disputed claims for additional work described in the attached sheet, if any, in the amount of \$_____.

Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Date: _____
By: _____
Title: _____
_____ Company Name

GC-36 SURVIVAL

Notwithstanding the District's acceptance of the work and payment, Contractor shall remain obligated under all clauses of this Contract, which expressly or by their nature extend beyond and survive such acceptance and payment or termination.

GC-37 WARRANTY

Contractor warrants that the work performed pursuant to the Contract shall be of the quality specified or of the highest quality if no quality is specified, and shall conform to the specifications, drawings, samples, and other descriptions set forth in the Contract. Contractor warrants all equipment and materials furnished by it and all work performed by it under the Contract against defective design (unless furnished by the District), materials, and workmanship for a period of one (1) year from and after final acceptance regardless of whether the same were furnished or performed by Contractor or by any of its subcontractors or suppliers of any tier. Performance and Payment Bonds, if any, shall remain in full force and effect during such warranty periods.

If, after installation and acceptance, the operation or use of the material or equipment furnished under this Contract proves to be unsatisfactory to the District, the District shall have the right to operate and use such materials and equipment until it can, without damage to the District, be taken out of service for correction or replacement by Contractor at its expense. The warranty period for the materials or equipment which are replaced shall be one (1) year from and after the replacement materials or equipment are satisfactorily installed.

Upon receipt of written notice from the District of any breach of warranty during the applicable warranty period, the affected item shall be redesigned, repaired, or replaced by Contractor and

it shall perform such tests as the District may require to verify that such redesign, repairs, and replacement comply with the requirements of the Contract. As to the redesigned, repaired, or replaced work, Contractor warrants such redesigned, repaired, or replaced work against defective design, materials, and workmanship for a period of one (1) year from and after the date of acceptance of such work. The District reserves the right to require that Contractor perform such repair or replacement work.

The District also reserves the right to make such repairs or replacements, if, within seven (7) calendar days after mailing of a notice in writing to Contractor and Surety, if any, Contractor shall neglect to make or undertake with due diligence the aforesaid repairs or replacements and that Surety, if any, within seven (7) calendar days after mailing of a notice in writing of such negligence of Contractor shall neglect to make or undertake with due diligence the aforesaid repairs or replacements itself, provided, however, that in the case of an emergency where in the opinion of the District delay would cause hazard to health or serious loss or damage, repair may be made without notice being sent to Contractor or Surety, and Contractor shall pay the cost thereof.

All costs, including manpower and materials incidental to such redesign, repair, replacement, and testing, including the removal, replacement, and reinstallation of equipment necessary to gain access and all other costs incurred as the result of a breach of warranty shall be borne by Contractor whether performed by the District or Contractor.

Nothing in this section shall be construed to limit, relieve or release Contractor's, subcontractor's, and equipment supplier's liability to the District for damages sustained as the result of latent defects in the equipment furnished caused by the negligence of the supplier's agents, employees or subcontractors.

The Performance Bond shall extend for a period of one (1) year after acceptance of the Contract by the District and shall cover the Contractor's obligations resulting from the warranty requirements herein specified.

GC-38 COST-REDUCTION INCENTIVE

The Contractor may submit to the District, in writing, proposals for modifying the Project Drawings, Technical Specifications, or other requirements of the Contract for the sole purpose of reducing the total cost of construction. The cost-reduction proposal shall not impair in any manner the essential functions or characteristics of the Project, including but not limited to service life, economy of operation, ease of maintenance, desired appearance, or design and safety standards.

Cost-reduction proposals shall contain the following information:

1. A description of both the existing Contract requirements for performing the work and the proposed changes.
2. An itemization of the Contract requirements that must be changed if the proposal is adopted.
3. A detailed estimate of the cost of performing the work under the existing Contract and under the proposed change. The estimates of cost shall be priced in the same manner as if the work were to be paid for as an extra work payment, as provided in Section GC-30, Extra Work Payment.

4. A statement of the time within which the District must make a decision thereon.
5. The Contract items of work affected by the proposed changes, including any quantity variation attributable thereto.

The provisions of this Section shall not be construed to require the District to consider any cost-reduction proposal that may be submitted hereunder. The District will not be liable to the Contractor for failure to accept or act upon any cost-reduction proposal submitted pursuant to this Section nor for any delays to the work attributable to any such proposal. If a cost-reduction proposal is similar to a change in the Project Drawings or Technical Specifications under consideration by the District for the Project at the time said proposal is submitted, or if such a proposal is based upon or similar to standard specifications, standard special provisions, or standard plans adopted by the District after the advertisement for the Contract, the District will not accept such proposal, and the District reserves the right to make such changes without compensation to the Contractor under the provisions of this Section.

The Contractor shall continue to perform the work in accordance with the requirements of the Contract until an executed Change Order incorporating the cost-reduction proposal has been issued. If an executed Change Order has not been issued by the date upon which the Contractor's cost-reduction proposal specifies that a decision thereon should be made, or such other date as the Contractor may subsequently have specified in writing, such cost-reduction proposal shall be deemed rejected.

The District shall be the sole judge of the acceptability of a cost-reduction proposal and of the estimated net savings in construction costs from the adoption of all or any part of such proposal. In determining the estimated net savings, the right is reserved to disregard the Contract bid prices if, in the judgment of the District, such prices do not represent a fair measure of the value of work to be performed or to be deleted.

If the Contractor's cost-reduction proposal is accepted in whole or in part, such acceptance will be a Contract Change Order, which shall specifically state that it is executed pursuant to Section GC-28, Changes. Such Change Order shall incorporate the changes in the Project Drawings and Technical Specifications that are necessary to be put into effect and shall include any conditions upon which the District's approval thereof is based if the approval of the District is conditional. The Change Order shall also set forth the estimated net savings in construction costs attributable to the cost-reduction proposal effectuated by the Change Order and shall further provide that fifty percent (50%) of said estimated net savings amount be included as compensation for the Contractor. The Contractor's cost of preparing the cost-reduction proposal shall be excluded from consideration in determining the estimated net savings in construction costs.

The District reserves the right, where it deems such action appropriate, to require the Contractor to share in the District's costs of investigating a cost-reduction proposal submitted by the Contractor as a condition of considering such proposal. Where such a condition is imposed, the Contractor shall indicate its acceptance thereof in writing, and such acceptance shall constitute full authority for the District to deduct amounts payable to the District from any monies due or that may become due to the Contractor under the Change Order. The Change Order incorporating the cost-reduction proposal and the Contractor's fifty percent (50%) share of the net savings will also include any deductions for the Contractor's share of the District's cost of investigating the proposals per the agreement between the District and the Contractor.

Acceptance of the cost-reduction proposal and performance of the work thereunder shall not extend the time of completion of the Contract, unless specifically provided for in the Contract Change Order authorizing the use of the cost-reduction proposal.

The amount specified to be paid to the Contractor in the Change Order that effectuates a cost-reduction proposal shall constitute full compensation to the Contractor for the cost-reduction proposal and the performance of the work thereof pursuant to the said Change Order.

PART VI SPECIAL CONDITIONS

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**PART VI
SPECIAL CONDITIONS**

SC-1 INSURANCE

A. Contractor shall, at its expense, procure and maintain insurance provided by insurance companies with an A.M. Best's Insurance Rating of "A:VII" or better on all of its operations under this Contract for the duration of the Project and the warranty period, except for the liability insurance for the Products-Completed Operations Hazard as specified in Subsection A.2, as follows:

1. Workers' Compensation and Employer's Liability Insurance: Workers' Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's Liability Insurance shall be provided in amounts not less than \$1,000,000 per accident, \$1,000,000 per each employee for disease, and \$1,000,000 policy limit.

The insurer shall waive all rights of subrogation against the District, its officers, directors, and employees.

2. General Liability Insurance: Contractor shall carry general liability insurance covering all operations by or on behalf of Contractor for the following limits of liability:
 - a. Minimum combined single limit of liability of \$2,000,000 or the limits required by law, whichever is greater for each occurrence for bodily injury and property damage;
 - b. Minimum limit of liability of \$2,000,000 each person for personal and advertising injury liability;
 - c. Minimum limit of liability of \$2,000,000 each occurrence for products/completed operations liability;
 - d. General aggregate limit of not less than \$2,000,000, which shall be provided on a per project basis.

Contractor's General Liability Insurance shall be written on an "occurrence" form and provide coverage at least as broad as the most recent version of Insurance Services Office Commercial General Liability form CG 0001.

Coverage shall include, or be endorsed to include:

- a. Coverage for personal injury liability assumed under contract;
- b. Liability arising out of the use and operation of any District-furnished equipment by the Contractor, its personnel and others;
- c. XCU coverage for claims arising from explosion, collapse and underground damage;
- d. Accidental spillage, cleanup and other related costs;

- e. Contractual liability coverage for all oral and written contracts including indemnity provisions contained herein;
- f. Cross Liability and Severability of Inter

The District, its officers, directors, and employees shall be named as additional insureds on the Contractor's policies by a provision or endorsement providing coverage at least as broad as Insurance Services Office's Additional Insured - Owners, Lessees, or Contractors (Form B) endorsement Number CG 2010 11/85.

The required additional insured coverage for the District shall be primary and specify that any other insurance or self-insurance maintained by the District shall not be called upon to contribute with Contractor's insurance.

Contractor shall maintain liability insurance for the "Products-Completed Operations Hazard" for three (3) years following completion of Contractor's work under this Contract and acceptance by the District. Contractor shall provide updated Certificates of Insurance to the District during these subsequent three (3) years as evidence of continued coverage.

- 3. Automobile Liability Insurance: The Contractor shall carry Automobile Liability Insurance at least as broad as the most recent version of Insurance Services Office Business Automobile Liability (form Number CA 0001) on all owned, non-owned, and hired autos, with a single limit for bodily injury and property damage of \$2,000,000 per occurrence. The coverage shall remain in force during the warranty period. The policy shall also include liability arising out of the use and operation of District-furnished vehicles by the Contractor, its personnel, and others.

B. The following provisions shall also apply:

- 1. Each required insurance policy shall be endorsed to state that coverage shall not be canceled or reduced without thirty (30) days' prior written notice to the DISTRICT. Ten (10) days' notice shall be provided for cancellation for nonpayment of premiums.
- 2. Deductibles shall not exceed \$5,000 per occurrence with a deductible aggregate of \$5,000. The Contractor shall be solely responsible for payment of deductibles.
- 3. CONTRACTOR shall furnish the DISTRICT with original, signed certificates and original, signed amendatory endorsements. All such certificates and endorsements shall be received and reviewed by the DISTRICT before any work begins under this agreement. The certificates and amendatory endorsements shall be signed by an individual who is authorized to sign on behalf of the insurer covering the CONTRACTOR.
- 4. The DISTRICT reserves the right to require complete, certified copies of all required insurance policies at any time.
- 5. CONTRACTOR shall include all SUBCONTRACTORS as insureds under its policies or shall cause each SUBCONTRACTOR employed by CONTRACTOR to purchase

and maintain insurance of the types and limits specified in this section. Upon the DISTRICT's request, CONTRACTOR shall furnish copies of certificates and endorsements evidencing coverage for each SUBCONTRACTOR.

6. All insurance correspondence, notices, certificates, and endorsements shall each separately reference "All DISTRICT Operations" or "All DISTRICT Projects."
7. In the event CONTRACTOR fails to comply with this Section, the DISTRICT may take such action as the DISTRICT deems necessary to protect the DISTRICT's interest. Such action may include but is not limited to termination of the Contract, withholding of payments, or other actions as the DISTRICT deems appropriate.

SC-2 BEGINNING AND PROSECUTION OF THE WORK

Contractor shall be authorized to begin work upon receipt of the Notice to Proceed, and shall begin work within ten (10) calendar days from said receipt. Submittal preparation shall count as commencing work. Contractor shall diligently prosecute the work to completion with the time of performance provided below:

<u>MILESTONE</u>	<u>COMPLETION DATE</u>
Online Operation	October 1, 2023
Substantial Completion	December 1, 2023

Contractor shall notify the District in writing of its intent to begin work at the site at least 10 (ten) working days before work is actually begun. Contractor shall also promptly notify the District of any Contractor-initiated suspensions and resumptions of work during the contract period, allowing as much advance warning as possible. The notice to resume work shall be given to the District not less than one working day in advance of resuming work.

Contractor shall prosecute the work with sufficient forces, construction plant, and equipment and shall work such hours, including extra shifts and overtime operations as may be necessary to ensure the completion of the work in accordance with the construction schedule and specified time of performance.

If at any time during the progress of work, the Contractor's actual progress, as determined by the District, is inadequate to meet the requirements of the Contract, the District may notify the Contractor of such imminent or actual noncompliance with the Contract. The Contractor shall thereupon take such steps as may be necessary to improve its progress including, but not limited to, an increase in the labor force, the number of shifts, and/or overtime operations, days of work and/or the amount of construction equipment, all without additional cost to the District. Neither such notice by the District nor the District's failure to issue such notice shall relieve the Contractor from its obligations to achieve the quality of work and rate or progress required by the Contract.

Failure of the Contractor to comply with the instructions of the District under these provisions may be grounds for determination by the District that the Contractor is not prosecuting work with such diligence as will assure completion within the times specified. Upon such determination, the District may terminate the Contractor's right to proceed with the performance of the Contract, or any separable part thereof, in accordance with Part V, General Conditions, Section

GC-15, Termination of Right to Proceed, herein. Said termination shall be without prejudice to any other remedies available to the District.

SC-3 HOURS OF WORK

- A. Hours of Work: Hours of work shall be from 7:00 a.m. to 6:00 p.m., Monday through Friday, excluding holidays.
- B. Weekend Work: No work shall be done on weekends unless specifically authorized by the District.
- C. Night Work: Night work shall not be allowed except under special circumstances. The Contractor may be permitted to work at night with approval of the District, in order to maintain the required progress or protect the work from the elements. The Contractor may also be required to prosecute the work at night if, at any time, the District shall deem it necessary for the progress of the work or if emergencies arise. The Contractor shall promptly comply with any such requirements made in writing by the District. When required by the District, the Contractor will be compensated in accordance with Part V, General Conditions, Section GC-30, Extra Work Payment. However, if the Contractor is required to work at night or on weekends to meet the time limits contained in the construction schedule and is not pursuing the work diligently, no additional compensation will be allowed.

Should any of the work be performed at night or where daylight is obscured or too dark, the Contractor shall, at its expense, provide artificial light sufficient to permit work to be carried on efficiently, satisfactorily, and safely, and to permit thorough inspection. The access to the place of work shall also be clearly illuminated. All wiring for electric light and power shall be installed and maintained in accordance with all applicable standards, securely fastened in place at all points, and shall be kept as far as possible from other electrical wires, telephone wires, signal wires, and wires used for firing blasts. For night work, if any be performed, the Contractor shall employ a crew organized and prepared for regular and continuous night work.

SC-4 BASIS OF PAYMENT

Contractor's attention is directed to Paragraph 3.04, Bid Items, of Section 01205, Measurement and Payment, of Part VII, Technical Specifications, for basis for payment and other payment information.

SC-5 LIQUIDATED DAMAGES

The time limits stated in the Contract are of the essence. It is agreed by the parties to the Contract that in case all the work called for under the Contract is not substantially completed before or upon the expiration of the time limits set forth in the Contract, damage will be sustained by the District, and that it is and will be impracticable to determine the actual damage which the District will sustain in the event of and by reason of such delay.

It is therefore agreed that Contractor shall pay to the District the following amount per day for each calendar day in excess of each milestone completion date required by the Contract, and the date the District deems the milestone work to be completed by the Contractor:

<u>MILESTONE</u>	<u>LIQUIDATED DAMAGE</u>
Online Operation	\$500/day
Substantial Completion	\$500/day

It is further agreed that the amounts stipulated are reasonable estimates of the damages that would be sustained by the District and Contractor agrees to pay such liquidated damages as herein provided as liquidated damages and not as penalty. In case the liquidated damages are not paid, Contractor agrees that the District may deduct the amount thereof from any money due to or that may become due Contractor by progress payments or otherwise under the Contract, or if said amount is not sufficient, recover the total amount from Contractor or its surety.

The assessment of liquidated damages under this provision shall not preclude recovery by the District of other damages subject to reasonable quantification, including consequential damages. Consequential and other damages not provided for by this liquidated damages provision may include, but are not limited to, first- and third-party claims for personal injuries and/or property damages, inverse condemnation, environmental claims, or regulatory fees or fines imposed in whole or in part due to Contractor's acts or failures to act.

SC-6 SUBSTANTIAL COMPLETION AND PROJECT MILESTONES

<u>MILESTONE</u>	<u>COMPLETION DATE</u>
Online Operation	October 1, 2023
Substantial Completion	December 1, 2023

Online Operation

The Online Operation milestone will be deemed complete when all interior and exterior welding and structural work is complete, all interior coating work is complete and the tank is filled, operational and in use.

Exterior coating and other Project work that does not impact putting the tank into operational service and does not put any of the other Project improvements at risk of damage may be completed after the Online Operation milestone.

Substantial Completion

When construction is sufficiently complete in accordance with the Contract so that the District can occupy or utilize all portions and all systems of the work for all of the uses for which said work was intended, and when Contractor has furnished the "as-built" drawings, operations and maintenance manuals, test and compliance certificates, equipment and system warranties, and all other documents required by the Contract, the work will be considered substantially complete.

This project will not be deemed substantially complete until all interior and exterior welding and structural work is complete, all coating work is complete and the tank is fully operational, filled and in use.

When the Contractor considers that the work is substantially complete, the Contractor shall request an inspection for substantial completion. When the District determines, on the basis of

the inspection, that all portions and all systems of the work are substantially complete, the District will prepare a Certificate of Substantial Completion that will establish the date of substantial completion of the work; shall state the responsibilities of the District and the Contractor for security, maintenance, operation, and insurance; and shall list the items remaining to be completed or corrected. Failure to include any items on such list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract.

The District will have the right to restrict Contractor's use of the occupied portions of the work after the date of substantial completion, but the District will allow the Contractor reasonable access to complete or correct items required by the Contract.

The issuance of the Certificate of Substantial Completion for the work shall not relieve the Contractor of its obligation to promptly remedy any omissions and latent or unnoticed defects in the work covered by the Certificate of Substantial Completion.

A Certificate of Substantial Completion will not constitute acceptance of the work. A Certificate of Substantial Completion will fix the date for lowering the amount of liquidated damages to the value specified in the Contract for the period after substantial completion and before completion.

SC-7 SHUTDOWNS AND CONNECTIONS

The Contractor shall, at all times, conduct its operation so as to interfere as little as possible with existing District facilities and/or processes.

The Contractor shall allow for ten (10) days for the District to drain a tank after receiving notice from the Contractor.

Where required, the Contractor shall connect to existing facilities and/or processes as necessary to complete the Project. The Contractor shall give five (5) working days' advance notice and receive prior written approval from the District for all connections to existing facilities and/or processes, whether such connections are "live" or "inactive."

All work on connecting with, cutting into, and reconstructing existing pipes or structures shall be planned to interfere with the operation of the existing facilities for the shortest possible time when the demands on the facilities best permit such interference. In some cases, it may be necessary to work outside of normal working hours to meet these requirements. Before starting work that will interfere with the operation of existing facilities, the Contractor shall do all possible preparatory work and shall see that all tools, materials, and equipment are made ready and located at the job site. No connections shall be made without the District's prior approval.

SC-8 USE OF COMPLETED PORTIONS OF WORK

Whenever, as determined by the District, any portion of work performed by Contractor is in a condition suitable for use, the District may take possession of or use such portion.

Such use by the District will in no case be construed as constituting final acceptance and shall neither relieve Contractor of any of its responsibilities under the Contract, nor act as a waiver by the District of any of the conditions thereof, provided that Contractor shall not be liable for the cost of repairs, rework, or renewals which may be required due to ordinary wear and tear

resulting from such use. However, if such use increases the cost or delays the completion of remaining portions of work, Contractor shall be entitled to an equitable adjustment.

If, as a result of Contractor's failure to comply with the provisions of the Contract, such use proves to be unsatisfactory to the District, the District will have the right to continue such use until such portion of work can, without injury to the District, be taken out of service for correction of defects, errors, omissions, or replacement of unsatisfactory materials or equipment, as necessary for such work to comply with the Contract, provided that the period of such operation or use pending completion of appropriate remedial action shall not exceed four months unless otherwise mutually agreed upon in writing between the parties. The completion of corrections or replacements shall occur before acceptance of the Contract, unless otherwise mutually agreed upon in writing between the parties.

SC-9 SPECIAL SAFETY PRECAUTIONS

Contractor is hereby informed that work on this Project could be hazardous. Contractor shall carefully instruct all personnel working in potentially hazardous work areas as to potential dangers and shall provide such necessary safety equipment and instructions as are necessary to prevent injury to personnel and damage to property.

CONTRACTOR IS ADVISED THAT THE NATURE OF THE WORK SPECIFIED HEREIN MAY BE POTENTIALLY HAZARDOUS BECAUSE OF POTENTIAL CONFINED SPACES, CONDITIONS REQUIRING FALL PROTECTION, AND LEAD COATINGS.

SC-10 CONTRACTOR FACILITIES

Contractor shall, at all times, maintain all portions of the jobsite in a neat, clean, and sanitary condition at all times. The Contractor shall, as a minimum, conduct daily inspections to verify that requirements of this Section are being met.

The job site is located adjacent to a residential neighborhood. Contractor shall take reasonable precautions so as to not disturb the nearby residents.

Contractor's attention is directed to Section 01100, Paragraph 1.08, Temporary Facilities, of Part VII, Technical Specifications, regarding temporary facilities at the job site.

SC-11 SECURITY

The work site is an operational water treatment facility that will continue to be operational throughout the Contractor's work. Existing fences enclose all portions of the Project site for the protection and security of existing facilities. While it may be necessary for the Contractor to remove some of the fences to complete the work, the Contractor's operations shall not reduce the present protection and security. If the present fences are removed, an equivalent temporary continuous perimeter protection shall be provided, and new fence shall be installed in the locations shown, prior to completion of the work.

If needed for safety and security, Contractor, at its cost, shall construct temporary fencing to prevent unauthorized access to the work area. No existing fence or other existing enclosure about existing facilities shall be assumed by the Contractor to provide appropriate security for equipment, plant, or materials intended to be employed or incorporated in the work.

SC-12 STORAGE OF MATERIALS AND EQUIPMENT

The Contractor shall, at its expense, store and maintain all materials and equipment as specified in the Contract or, where not specified, in such a manner as to assure the preservation of their quality and fitness, including warehousing if required by the District, and so as to facilitate job-site safety and convenient inspection by the District. The Contractor shall not dispose, remove, or otherwise encumber any of the materials or equipment so stored except as authorized in writing by the District.

The Contractor shall be responsible for, and shall bear any and all risk of loss of, or damage to, any work and all materials and equipment until final acceptance under the Contract, unless such loss or damage results from the active negligence of the District or any act of God as defined herein.

SC-13 SALVAGE AND DISPOSAL OF MATERIALS

- A. Salvage: Existing items to be salvaged shall remain the property of the District. Items to be reinstalled in the work shall be refurbished as required before reinstallation. Items to be salvaged shall be carefully removed and handled in such a manner as to avoid damage and shall be delivered to storage at a location designated by the District.
- B. Disposal: Existing materials and equipment to be demolished, removed, and disposed as noted on the drawings and all trash such as broken concrete, wood blocking, shipping containers, etc., resulting from the Contract work shall be disposed off District property at Contractor's expense. District-leased dumpsters and other disposal containers on the District's property shall not be used by Contractor.

SC-14 NOT USED

SC-15 NOT USED

SC-16 ACCESS AND COOPERATION

The Contractor's attention is drawn to the fact that during the course of the work of this Contract, existing facilities will be used and maintained by District's personnel. The Contractor shall coordinate its work in such a way as to interfere as little as possible with the routine work of existing facility operation consistent with the necessity for making the connections as specified and as shown on the Project Drawings. The intent of this item is also that the Contractor's work force shall be excluded from access to and use of existing facilities except in direct pursuit of the work of this Contract, unless approved by the District. The Contractor shall provide safe access at all times to all existing facilities for operating personnel and equipment.

Since the project site is a secure, operational facility, Contractor shall work with the District to coordinate daily, secure access into the site.

SC-17 PROTECTION AND RESTORATION OF PROPERTY

Project work will occur on District property at an operational water treatment facility. Contractor shall take all measures necessary to protect all existing facilities, including but not limited to operational tanks, pipelines, valves, pump station and security facilities. Damage to any property or facilities resulting from Contract work shall be repaired by the Contractor, at its sole

cost. In as much as it is reasonably possible, Contractor, at its sole cost, shall restore the area affected by Project work to its condition prior to construction.

The Contractor shall exercise extreme caution in working in the area adjacent to existing facilities. It is essential to public health and safety that all the existing facilities be maintained in service at all times.

The Contractor shall conduct its operations as not to close or obstruct any portion of any railroad, highway, road, or other property until permits therefor have been obtained from the governmental or other authorities having jurisdiction thereof. If any of the above are required to be kept open and are damaged or rendered unsafe by the Contractor's operations, the Contractor shall, at its expense, make such repairs and provide such temporary guards, bridges, lights, and other signals as necessary or required for public safety and as will be acceptable to the governmental or other authorities having jurisdiction thereof. Fences that interfere with any work may, upon prior written approval of the District, be removed by the Contractor but must then be restored to their original condition prior to final acceptance. Such removing and restoring shall be by and at the expense of the Contractor.

Care shall be exercised by the Contractor to prevent damage to adjacent walks, streets, culverts, and gutters; where equipment will pass over these obstructions, suitable planking shall be placed.

The Contractor shall preserve and protect all cultivated and planted areas, and vegetation such as trees, plants, shrubs, and grass on or adjacent to the premises, which, as determined by the District, do not reasonably interfere with the performance of work. The Contractor will be held responsible for damage to any such areas and vegetation and for unauthorized cutting of trees and vegetation, including without limitation, damage arising from the performance of its work through operation of equipment or stockpiling of materials. All costs in connection with any repairs or restoration necessary or required by reason of any such damage or unauthorized cutting shall be borne by the Contractor.

SC-18 STORM WATER POLLUTION PREVENTION

Contractor shall implement any best management practices necessary to ensure no contamination of the adjacent creek.

In addition to the above, Contractor shall take the following measures:

A. General

1. **Prevention:** The Contractor shall prevent the pollution of storm drain systems and creeks on or near the construction Project site(s) resulting from the construction. The Contractor shall keep pollutants out of storm drains by reducing the possibility of accidental discharge of materials and wastes, by reducing erosion and sedimentation, and by any action as required. The Contractor shall train all employees and subcontractors on the storm water pollution prevention requirements contained in these Specifications and ensure that all employees and subcontractors are aware of the consequences as described in paragraph A.3. below. The Contractor shall include appropriate subcontract provisions to ensure that these requirements are met by all subcontractors.

2. Notification: If the Contractor causes or permits the spillage or overflow of any oil, or petroleum product, hazardous substance, contaminant, waste or wastewater, including overflows or releases of untreated or treated (partially or fully) wastewater, and backups into buildings and on private property, the Contractor shall notify the District as soon as possible to the extent notification can be provided without substantially impeding cleanup or other emergency measures. In no event shall such notification be later than one (1) hour after knowledge of the occurrence.
3. Cleanup: Immediately upon gaining knowledge of such spillage, overflow, or discharge, the Contractor shall eliminate the cause of the spillage, overflow, or discharge and take action to minimize any damages. The Contractor shall also immediately implement a cleanup program. The cleanup, including sampling and testing required by regulatory agencies to determine the nature and level of contamination, shall be performed and completed to the satisfaction of the various regulatory agencies involved and the District, at the expense of the Contractor. If the Contractor's response is not satisfactory to the District, the District may, at its own discretion, mobilize to eliminate the cause of the overflow and implement a cleanup program, including any necessary sampling and testing. District costs of cleanup efforts shall be at the Contractor's expense and collected at the discretion of the District. Any fines, penalties, and/or subsequent actions imposed upon the District and/or the Contractor by regulatory agencies related to the spillage, overflow, or discharge and any subsequent monitoring, testing, and reporting, as required by regulatory agencies, shall also be at the expense of the Contractor. The Contractor shall keep a stockpile of spill cleanup materials, such as rags or absorbents, readily accessible on site. The quantity of cleanup materials shall be appropriate in consideration of the risk of an occurrence of a spill, overflow, or discharge.

B. Management of Nonhazardous Material and/or Waste

1. Designated Area: The Contractor shall propose designated areas of the Project site, for approval by the District, suitable for material delivery, storage, and waste collection that to the maximum extent practicable are near construction entrances and away from catch basins, gutters, drainage courses, and creeks.
2. Backfill or Excavated Material: The Contractor shall not allow backfill or excavated material to enter the storm drains or creeks. When rain is forecast within 24 hours or during wet weather, the Contractor may be required to cover such material with a tarpaulin and to surround the material with sand bags.
3. Disposal: At the end of each working day, the Contractor shall collect all scrap, debris, and waste material, and dispose of such materials properly. The materials may be stored in the Contractor's yard in stockpiles or placed in dumpsters. The Contractor shall inspect dumpsters for leaks and replace or repair dumpsters that leak. The Contractor shall not discharge water from cleaning dumpsters on site. The Contractor shall arrange for regular waste collection before dumpsters overflow.

C. Management of Hazardous Material and/or Waste

1. Storage: The Contractor shall label and store all hazardous materials, such as pesticides, paints, thinners, solvents, and fuels, and all hazardous wastes, such as waste oil and antifreeze, in accordance with all applicable state and federal regulations. The Contractor shall store all hazardous materials and all hazardous wastes in accordance with secondary containment regulations. All such materials and wastes shall be covered, as needed, to avoid rainwater becoming polluted with hazardous constituents, which could result in potential management of collected rainwater as hazardous waste. The Contractor shall keep an accurate, up-to-date inventory, including Material Safety Data Sheets (MSDS), of hazardous materials and hazardous wastes stored on site.
2. Usage: When rain is forecast within 24 hours or during wet weather, the Contractor shall refrain from applying chemicals in outside areas. The Contractor shall follow material manufacturer's instruction regarding uses, protective equipment, ventilation, flammability, and mixing of chemicals. The Contractor shall post warning signs in areas treated with chemicals.
3. Disposal: The Contractor shall arrange for regular hazardous waste collection to comply with time limits on storage of hazardous wastes. The Contractor shall dispose of hazardous waste in accordance with Part V, General Conditions, Section GC-25, Contaminated Soil/Materials. The Contractor shall not wash any spilled material into streets, gutters, storm drains, or creeks and shall not bury spilled hazardous materials. The Contractor shall report any hazardous material spills to the District in accordance with paragraph A.2 above.

D. Vehicle/Equipment Cleaning, Maintenance, and Fueling

1. General: The Contractor shall inspect vehicles and equipment arriving on site for leaking fluids and shall promptly repair leaking vehicles and equipment. Drip pans shall be used to catch leaks until repairs are made.
2. Cleaning: The Contractor shall perform vehicle or equipment cleaning with water only in a designated, bermed area that will not allow rinse water to run off site into streets, gutters, storm drains, or creeks. Soaps, solvents, degreasers, steam-cleaning equipment, or equivalent methods shall not be allowed.
3. Maintenance and Fueling: The Contractor shall perform maintenance and fueling of vehicles or equipment in areas that will not allow run-on of storm water or runoff of spills to storm drains and that provide for confined cleanup. Examples are working in bermed areas or utilizing drip pans. The Contractor shall not contaminate the soils or groundwater with such maintenance and fueling activities.

The Contractor shall use secondary containment, such as a drip pan, to catch leaks or spills any time that vehicle or equipment fluids are dispensed, changed, or poured, and shall clean up leaks and spills of vehicle or equipment fluids immediately and dispose of the waste and cleanup materials as hazardous waste, as described in paragraph C.3 above.

G. Concrete, Grout, and Mortar Waste Management

1. Concrete Truck/Equipment Washout: The Contractor shall not wash out concrete trucks or equipment into streets, gutters, storm drains, or creeks. The Contractor shall perform washout of concrete trucks or equipment off site or in a designated area on site where the water will flow onto dirt or into a temporary pit in a dirt area. The Contractor shall let the water percolate into the soil and dispose of the hardened concrete in a trash container. If a suitable dirt area is not available, the Contractor shall collect the wash water and remove it off site.
2. Exposed Aggregate Concrete Wash Water: The Contractor shall avoid creating runoff by draining water from washing of exposed aggregate concrete to a dirt area. If a suitable dirt area is not available, the Contractor shall filter the wash water through straw bales or equivalent material before discharging to a storm drain. The Contractor shall collect sweepings from exposed aggregate concrete for disposal.

PART VII TECHNICAL SPECIFICATIONS

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Technical Specifications for:

TWAIN HARTE COMMUNITY SERVICES DISTRICT
22912 Vantage Pointe Dr.
Twain Harte, CA
(209) 586-3172

Prepared by:

ADVANTAGE TECHNICAL SERVICES, INC.
6661 Fern Canyon Road
San Luis Obispo, CA 93401
805-595-2282

February 2023

CERTIFICATION

In accordance with the provisions of Section 6735 of the Business and Professions Code of the State of California, these specifications have been prepared by or under the direction of the following Professional Engineers licensed in the State of California:



William D. Bellis, PE
55334, Exp. 12/31/2024



Approved by:



Tom Trott, PE
71446, Exp. 12/31/2023

Section 01100

SCOPE AND CONTROL OF THE WORK

PART 1 - GENERAL

1.01 SCOPE

The project generally includes upgrading appurtenances, replacing roof and roof structure and recoating the interior and exterior of one 1-million-gallon welded water tank (known as MG#2) and other items specified herein and as shown on the Contract Documents. The following sections further define the scope of the Work as detailed within these specifications (planning and the actual order of work is the responsibility of the Contractor):

- A. The Contractor will provide any required sampling and testing of existing interior coatings known to contain lead and other heavy metals and lead based exterior coatings that are known to contain lead and other heavy metals. Employee protections for disturbance of coatings containing lead and other heavy metals shall be included in all project planning and execution.
- B. The Contractor will complete engineering and planning and will provide submittals pursuant to these specifications.
- C. The Contractor will fabricate and shop coat replacement roof and appurtenances as specified.
- D. The District will provide access. The District provided work area is limited to the fenced unpaved tank site.
- E. The District will provide any applicable building permits.
- F. The Contractor will notify the District at least two weeks in advance of the start of demolition to allow the draw-down and use of the water in the existing tank.
- G. The District will draw-down the water in the existing tank and remove from service. The District will notify the Contractor when the tank has been removed from service and rehabilitation may be started. Some water and sediment will remain in the tank.
- H. The Contractor will mobilize to the site and will complete the specified work items including but not limited to demolition, repairs, upgrades, preparation and coating on the tank.
- I. The Contractor will provide full containment of dust, mists and other during preparation and coating. Containment of dusts and mists etc. will be continued until the project is complete and the captured dusts/materials are transferred to the appropriate disposal site.
- J. The Contractor will coordinate with the Owner for use of a 30' x 40' space that is available for storage between phases and otherwise demobilize all equipment construction materials, stabilize the site and return control of the site to the District.
- K. The interior coatings of the tank will be allowed to cure as recommended by the coating manufacturer.

- L. The Contractor will provide disinfection of interior surfaces as specified and seal the tank.
- M. The District will fill the newly painted tank and provide VOC and bacteriological testing and put the newly painted tank into service as appropriate.
- N. The Contractor will sample, test, provide transport and recycle spent abrasive
- O. The Contractor will sample, test, provide transport and dispose of any coatings or materials not included with the spent abrasive.
- P. The Contractor will demobilize all construction equipment, construction materials, stabilize the site and return control of the site to the District.
- Q. The Contractor will provide a one year warranty on the Work pursuant to these specifications.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 01205, Measurement and Payment
- B. Section 09800, Protective Coatings
- C. Section 13020, Replace Water Tank Roof
- D. Section 16700, Impressed Current Cathodic Protection System

1.03 SUBMITTALS

- A. Submittals shall be provided in accordance with these Special Provisions. Submittals shall be provided electronically in "PDF" format. The Contractor shall maintain a full set of approved submittals on the job site.

The Contractor shall provide submittals before the pre-job conference. No work shall be done on items needing submittal approval until the material or plan is approved by the Owner.

Submittals shall be submitted to:

Twain Harte Community Services District

ttrott@twainhartecsd.com

Attn: Tom Trott, P.E.

General Manager

Twain Harte Community Services District

P.O. Box 649

Twain Harte, CA 95383

- B. The Contractor shall provide a Project Safety Plan prepared under the direction of and **certified by a Certified Safety Professional (CSP)** as determined by the Board of

Certified Safety Professionals. The intent of the plan is to develop and document measures, appropriate to the Contractor's means and methods, which assure regulatory compliance. The plan shall be submitted before the pre-construction conference. A copy of the Project Safety Plan shall be on site during the course of the project. Payment for providing and implementing the Safety Plan shall be considered as included in the various contract prices paid and no additional compensation will be allowed.

1.04 HEALTH, SAFETY AND ENVIRONMENTAL CONTROLS

- A. The project goals are to complete the work with no injuries, spills or other environmental incidents. The Contractor shall be responsible for conducting the work in a manner that protects project personnel, the public and the environment. The Contractor shall provide qualified persons and implement appropriate programs to control all aspects of the work including worker and public health, safety and environmental protection.
- B. The Contractor shall conduct regular safety meetings with continuous review potential hazards associated with the project. Steps shall be taken to mitigate hazards and maintain a safe workplace. Known project safety and environmental hazards include the following:
 - 1. Falls
 - 2. Confined spaces
 - 3. Eye injury including arc burn
 - 4. Venomous snakes including rattle snakes
 - 5. Poisonous spiders including black widow and brown recluse
 - 6. Wild fire associated with grinding, welding and other equipment or ignition sources
 - 7. Fire or explosion associated with flammable fuels or solvents
 - 8. Vehicle accidents
 - 9. Spills from leaking equipment or storage containers
 - 10. Introduction of non-native species
 - 11. Work on and around existing lead based paints
 - 12. Work around paints including volatile organic compounds

1.05 NOISE

Noise generated from equipment operating overnight including generators, pumps and dehumidification shall not exceed 75 dB at all property lines.

1.06 OSHA COMPLIANCE.

- A. Contractor shall comply with all applicable regulations including state and federal OSHA and these Special Provisions.

- B. Contractor is responsible for complying with Cal/OSHA regulations for lead in construction in accordance with California Code of Regulations, California Title 8, Section 1532.1.
- C. The costs for complying with all OSHA requirements shall be considered as included in the various contract prices paid and no additional compensation will be allowed. Contractors are encouraged to take lead samples in advance by arrangement with the owner.

1.07 LEAD

- A. The facilities included in this project were constructed prior to 1978. Cal/OSHA requires compliance with 1532.1 if the paint contains lead at any level. The exterior coatings are known to be lead based coatings that also contain other heavy metals. Interior coatings are known to contain heavy metals.
- B. The Owner assumes no responsibility for sampling or test results. All work involving the removal of lead containing coatings and the disposal of such removed material shall be in strict accordance with all applicable Local, State and Federal regulations and guidelines including notification, removal and containment techniques, proper transportation and disposal, and worker protection and monitoring.
- C. The Contractor is responsible to test the composite waste from the project to determine proper disposal. A copy of all test results shall be furnished to the Owner.
- D. For waste requiring the preparation of a hazardous waste manifest and waste shipment record, the Contractor shall prepare an accurate hazardous waste manifest and waste shipment record for signing by the Engineer. Neither the Contractor nor his employees shall sign the waste manifests or waste shipment records as the generator's representative. The Contractor shall provide the Owner with a certified weight ticket for each shipment of hazardous waste. If any waste is shipped to a disposal facility outside of California, the transporter and disposal facility shall complete and sign and distribute California's Hazardous Waste Manifest in the same manner as required by California law for the disposal facilities inside California.
- E. The Contractor will be responsible for any cleanup of areas where materials containing lead, heavy metals or other hazardous and non-hazardous materials have been released during the job. The Contractor shall assume all costs for such cleaning.

1.08 TEMPORARY FACILITIES.

- A. Power. The Contractor shall provide, at no additional cost to the Owner, all construction power used at the project sites.
- B. Sanitary Facilities. The Contractor shall make arrangements and provide for adequate portable toilet facilities at the site of work. The Contractor shall maintain the sanitary facilities in acceptable condition from the beginning of work until completion and shall remove the facilities and disinfect the premises.
- C. Water. The District will provide construction water used at the project site.

1.09 CONSTRUCTION DETAILS.

- A. The tanks are located in Twain Harte, CA. The facilities serve a predominantly residential community.
- B. Working hours shall be adjusted to maximize work hours during coating operations.
- C. Tank Draining. Prior to the start of construction, Owner staff shall empty the Tank. The tank will be out of service and drained but some water will remain. The Contractor shall remove the remaining water as needed to facilitate the start of work.

1.010 ISOLATION OF EQUIPMENT

- A. The piping and equipment adjacent to the tank will be in service during the work. The Contractor shall work with plant operations personnel to assure safe working conditions and prevent damage to property and equipment.
- B. The Owner shall be responsible for lockout/tag out of all power on equipment. The Contractor shall confirm lockout/tag out before proceeding with work.

**PART 2 - PRODUCTS
NOT APPLICABLE**

PART 3 - EXECUTION

3.01 HOUSEKEEPING AND CLEANUP

- A. At the end of each work day, dust and abrasive shall be removed from the surfaces and surrounding areas. Spent abrasive shall be stored in temporary storage containers on site pursuant to Best Management Practices and Best Pollution Prevention Practices listed under federal and state guidelines.
- B. The site shall be maintained free of unnecessary accumulations of tools, equipment, surplus materials, and debris. Equipment maintenance and spill prevention procedures shall be adequate to prevent spills and leaks.
- C. Upon completion of the work, the Contractor shall remove all excess materials, equipment, containers, and waste from the job site. Coating spots or stains shall be removed from adjacent surfaces and surfaces repaired if needed. As work proceeds, promptly remove all coating that is spilled, splashed, or splattered. Collect empty containers, rags, waste material, and debris and store or remove from the site as appropriate.

3.02 ACCESS, CONTAINMENT AND PROTECTION

- A. The Contractor shall provide scaffolding or other access and fall protection anchors to allow safe access for Contractor personnel, inspection personnel and others as appropriate
- B. The tank is situated near open lands and creeks and all surface drains and swales lead directly onto the adjacent land, or to creeks and the ocean. Contractor shall protect all work sites and all drainage inlets from pollutants and illegal discharges.

- C. The work will be conducted in and around operational equipment and adjacent to residences. The Contractor shall provide containment or mitigation of air-born dust, overspray and other contaminants to protect the existing equipment, facilities and neighboring properties from dust, overspray pursuant to regulatory requirements.

END OF SECTION

Section 01205

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

This Section describes the methods of measurement and payment for the specific bid items associated with Work on the million-gallon water tank known as MG#2. All other provisions of the Contract Documents which relate to measurement and payment are applicable, except that where conflicts occur between this section and other provisions of the technical specifications or reference specifications, this measurement and payment section shall prevail.

PART 2 - PRODUCTS NOT APPLICABLE

PART 3 - EXECUTION

3.01 METHOD OF PAYMENT

- A.** Payment will be made on the basis of the unit prices or lump sums bid for the various items as called for on the Bid Sheet(s) and included in the Contract as awarded. The quantities given in the Proposal and Contract forms are approximate only and are given as a basis for the comparison of bids, and the Owner 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 of or any class or portion of the Work or to omit portions of the Work as may be deemed necessary or advisable by the Engineer.

3.02 MEASUREMENT OF QUANTITIES

- A.** Materials paid for by the ton shall be weighed on public scales or other scales for which the State Bureau of Weights and Measures has issued a certificate of inspection which is available to the Engineer.
- B.** Full compensation for all expenses involved in conforming to the above requirements for weighing materials shall be included in the prices for the materials being weighed, and no additional allowance will be made therefore.
- C.** The quantity of materials paid for by the lineal foot, square foot or square yard shall be determined by horizontal measurement.

3.03 SCOPE OF PAYMENT

- A.** The Contractor shall accept the compensation as herein provided as full payment for furnishing all materials, labor, tools, and equipment necessary to complete the Work, and for performing all work contemplated and embraced under the Contract; also, for loss or damage arising from the nature of the Work, or from the action of the elements, except as

heretofore provided, or from any unforeseen difficulties which may be encountered during the prosecution of the Work, until the final acceptance by the District, and for all risks of every description connected with the prosecution of the Work; also, for all expenses incurred in consequence of the suspension or discontinuance of the Work as herein specified; and for completing the Work according to the Plans and Specifications. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective work or materials.

3.04 BID ITEMS

A. Mobilization and Construction Coordination

1. Description

This work includes the furnishing of all tools, equipment, labor and materials required to accomplish all of the following Work within the limits designated on the plans or as directed by the Engineer in accordance with the plans and specifications. The Work includes but is not limited to the following:

- a. The Contractor shall develop a construction plan for the Work with means and methods that allow completion of the work pursuant to these specifications using the District's limited space of the fenced tank site for the Work or shall, independently from the District, acquire any temporary easements from landowners that are necessary for stockpile of materials, or facilitation of completion of the Work. The construction plan shall include all work for both tanks.
- b. Portable restroom(s) shall be on site prior to, or at the time of, the start of mobilization and shall remain on site during all on-site Work.
- c. Mobilization – Contractor shall move in and set up all equipment, provision for power, materials, etc. as necessary to complete all aspects of this project. This item also includes the cost of all bonds, insurance, and Permits for the Project.
- d. Easements – The Contractor may determine the location, type, extent and value to the Contractor of any temporary easement(s), which may facilitate completion of the Work, which is beyond the District's access easement and fenced tank site shown in the Plans and Specifications.
- e. Construction Schedule – The Contractor is responsible for preparing, amending, implementing, and complying with a construction schedule for all Work on this project. The initial schedule shall be submitted to the Engineer at the time of the award of the contract. The schedule shall be amended, and submitted to the Engineer, as necessary if progress varies significantly from the schedule and at a minimum, every month.
- f. Construction Water – The District will provide access to construction water.
- g. Submittals – The Contractor shall provide the submittals and associated planning and engineering including, field verification, structural calculations, shop

drawings, materials data sheets, MSDS, certificates of compliance and other submittals required by the Work and these specifications.

- h. Utility Coordination – The Contractor is responsible for all coordination effort with regards to utilities on the project including temporary service interruptions, tie-ins, etc. and scheduling the inspection of all Contractor Work. The Contractor shall be responsible for any financial claims associated with missed inspections, repeat inspections, or any costs associated with re-working portions of the project due to failed inspections or lack of inspections based on the Contractors failure to schedule and follow through with same.
- i. Project Controls- A Health and Safety Plan for worker protection, including working with lead based paints, developed under the direction and signed by a Certified Safety Professional shall be submitted and kept on site for the duration of the project. The plan shall be for all Work on this project. The plan shall address known hazards including excavation safety, confined space permit controls, lead, fall protection and fire prevention.
- j. An Environmental Health Protection plan (including storm water pollution prevention best management practices) for all Work on this project shall be developed under the direction of and signed by a licensed P.E. shall be submitted and kept on the site for the duration of the project.

2. Measurement

Measurement of Work associated with Bid Item **No. 1** will be based upon completion of such work as a lump sum.

3. Payment

Payment for this bid item will be made at the lump sum named in the Bid Schedule under Bid Item **No.1**, which price shall constitute full compensation for all such work. Payment for “Mobilization and Construction Coordination” will be made in the form of a single, lump-sum, non-pro-ratable payment, no part of which will be approved for payment under the Contract until all mobilization items listed herein have been completed as specified. The scope of the work included under this bid item shall include the obtaining of all bonds, insurance, permits, submittals, and moving tank construction equipment (including crane, power generation and welders) onto the site.

All submittals shall conform to the requirements of the General Conditions and Specifications and be approved by the Engineer.

No payment for any of the listed “Mobilization and Construction Coordination” work items will be made until all of the listed items have been completed to the satisfaction of the Engineer.

The aforementioned amount will be retained by the Owner as the agreed, estimated value of completing all of the mobilization items listed. Any such retention of money for failure to complete all such mobilization items as a lump-sum item shall be in addition to the retention of any payments due to the Contractor.

B. Replace Tank Roof

1. Description

This Work includes the furnishing of all tools, equipment, labor and materials required to accomplish all of the following Work within the limits designated on the plans or as directed by the Engineer in accordance with the plans and specifications. The Work includes but is not limited to the following:

- a. Field verification of tank dimensions
- b. Engineering of any required temporary supports, roof structure, tank connections and foundation, shop drawings, submittals and documentation of contract compliance.
- c. Shop fabrication
- d. Shop coating
- e. Removal and on-site storage of lead based paints
- f. Remove and dispose of existing cathodic protection system
- g. Temporarily support the roof, shell and other portions of the tank and appurtenances as required.
- h. Demolition, removal and recycling of existing roof (includes roof plate and structure down to and including base plates) and all other materials removed as a portion of this work
- i. Erection of new roof structure and all associated elements for a complete roof
- j. Quality control
- k. Testing of welds
- l. Complying with all applicable federal, state, and local regulations

2. Measurement

Measurement of Work associated with Bid Item **No. 2** will be based upon completion of this work as a lump sum. The measurement shall be made by the contractor and verified by the Owner's representative.

3. Payment

Payment for this bid item will be made at the lump sum named in the Bid Schedule under Bid Item **No. 2**, which price shall be made on a percent complete basis based on the lump sum amount for this item. The lump sum cost shall constitute full compensation for furnishing all labor, materials, tools, and equipment associated with performing all Work involved in providing Work under this bid item in place, operational, and in conformance with the plans & specifications.

C. New Guardrail, Roof Hatch, Roof Vent, Level Gauge and Roof Fall Protection System

1. Description

This Work includes the furnishing of all tools, equipment, labor and materials required to accomplish all of the following Work within the limits designated on the plans or as directed by the Engineer in accordance with the plans and specifications. The Work includes but is not limited to the following:

- a. Field verification of related existing tank and appurtenance dimensions.
- b. Engineering of guardrail, roof hatch, vent, roof fall protection system and associated appurtenances, shop drawings, submittals and documentation of contract compliance
- c. Removal and on-site storage of lead based paints
- d. Demolition, removal and recycling of existing guardrail, roof hatch and all other materials removed as a portion of this work
- e. Welded installation of a 1/4" thick cover plate at the exterior ladder opening where the existing roof hatch was removed
- f. Fabrication and installation of a new roof hatch at a new location (away from the exterior ladder opening)
- g. Fabrication and installation of new roof guardrail
- h. Fabrication and installation of (2 sets) fall protection anchors and cables
- i. Fabrication and installation of a new level gauge
- j. Fabrication and installation of new mid platform grating
- k. Finishing welds and other surfaces in preparation for coating
- l. Fabrication and installation of new roof vent
- m. Preparation and coating of new appurtenances.
- n. Quality control
- o. Complying with all applicable federal, state, and local regulations

2. Measurement

Measurement of Work associated with Bid Item **No. 3** will be based upon completion of this work as a lump sum. The measurement shall be made by the contractor and verified by the Owner's representative.

3. Payment

Payment for this bid item will be made at the lump sum named in the Bid Schedule under Bid Item **No. 3**, which price shall be made on a percent complete basis based on the lump

sum amount for this item. The lump sum cost shall constitute full compensation for furnishing all labor, materials, tools, and equipment associated with performing all Work involved in providing Work under this bid item in place, operational, and in conformance with the plans & specifications.

D. New Climbers Safety Device

1. Description

This Work includes the furnishing of all tools, equipment, labor and materials required to accomplish all of the following Work within the limits designated on the plans or specifications or as directed by the Engineer in accordance with the plans and specifications. The Work includes but is not limited to the following:

- a. Field verification of dimensions and existing device/rail type
- b. Submittals for the new climber's safety device to match type of existing.
- c. New safety devices for upper ladder and new lower ladder sections.
- d. Removal and recycling of the existing safety device rail
- e. Installation of new climber's safety device rails
- f. Delivery of climbing device, appurtenances and instructions to Owner

2. Measurement

Measurement for Bid Item **No. 4** Work will be based upon completion of this work as a lump sum. The measurement shall be made by the contractor and verified by the Owner's representative.

3. Payment

Payment for Bid Item **No. 4** shall be made only when all portions of the work are complete. The lump sum cost shall constitute full compensation for furnishing all planning, acquisition, labor, materials, tools, and equipment associated with performing all Work involved in providing the system in place, operational, and in conformance with the plans & specifications.

E. New Low Section of Caged Exterior Ladder and Door

1. Description

This Work includes the furnishing of all tools, equipment, labor and materials required to accomplish all of the following Work within the limits designated on the plans or as directed by the Engineer in accordance with the plans and specifications. The Work includes but is not limited to the following:

- a. Field verification of dimensions of existing upper portion of ladder, existing mid-platform and new low section of caged exterior ladder and door.

- b. Engineering of new low section of caged ladder, ladder security door and associated appurtenances to mate to existing mid-platform, shop drawings, submittals and documentation of contract compliance
- c. Removal and on-site storage of lead-based paints
- d. Fabrication and installation of a new low section of exterior ladder with cage and added guardrails on the platform to provide safe access and meet regulatory requirements.
- e. Fabrication and installation of a new ladder security door
- f. Finishing welds and other surfaces in preparation for coating
- g. Quality control
- h. Compliance with all applicable federal, state, and local regulations

2. Measurement

Measurement of Work associated with Bid Item **No. 5** will be based upon completion of this work as a lump sum. The measurement shall be made by the contractor and verified by the Owner's representative.

3. Payment

Payment for this bid item will be made at the lump sum named in the Bid Schedule under Bid Item **No.5** which price shall made on a percent complete basis based on the lump sum amount for this item. The lump sum cost shall constitute full compensation for furnishing all labor, materials, tools, and equipment associated with performing all Work involved in providing Work under this bid item in place, operational, and in conformance with the plans & specifications.

F. Interior Coatings

1. Description

This Work includes the furnishing of all tools, equipment, labor and materials required to accomplish all of the following Work within the limits designated on the plans or as directed by the Engineer in accordance with the plans and specifications. The Work includes but is not limited to the following:

- a. Preparation of interior surfaces of the existing tank and appurtenances for coatings
- b. Store (on site) spent abrasive
- c. Application of coatings on interior surfaces and appurtenances
- d. Preparation and application of coatings on interior surfaces of the underground and aboveground piping (first six inches from tank)

- e. Preliminary wash of all interior surfaces, piping and components prior to disinfection
- f. Disinfection of tank interior surfaces
- g. Disinfection of piping and any other surfaces, affected by the work that are within the potable water storage and distribution system.
- h. Protecting and repairing coatings damaged during disinfection and other work
- i. Quality control

2. Measurement

Measurement of Work associated with Bid Item **No. 6** will be based upon completion of this work as a lump sum. The measurement shall be made by the contractor and verified by the Owner's representative.

3. Payment

Payment for this bid item will be made at the lump sum named in the Bid Schedule under Bid Item **No. 6**, which price shall made on a percent complete basis based on the lump sum amount for this item. The lump sum cost shall constitute full compensation for furnishing all labor, materials, tools, and equipment associated with performing all Work involved in providing Work under this bid item in place, operational, and in conformance with the plans & specifications.

G. Exterior Coatings

1. Description

This Work includes the furnishing of all tools, equipment, labor and materials required to accomplish all of the following Work within the limits designated on the plans or as directed by the Engineer in accordance with the plans and specifications. The Work includes but is not limited to the following:

- a. Removal and containment and handling of existing lead-based coatings
- b. Preparation and coating of exterior surfaces of the existing tank
- c. Quality control

2. Measurement

Measurement of Work associated with Bid Item **No. 7** will be based upon completion of this work as a lump sum. The measurement shall be made by the contractor and verified by the Owner's representative.

3. Payment

Payment for this bid item will be made at the lump sum named in the Bid Schedule under Bid Item **No. 7**, which price shall made on a percent complete basis based on the lump sum amount for this item. The lump sum cost shall constitute full compensation for

furnishing all labor, materials, tools, and equipment associated with performing all Work involved in providing Work under this bid item in place, operational, and in conformance with the plans & specifications.

H. Welded Patches

1. Description

This Work includes the furnishing of all tools, equipment, labor and materials required to accomplish all of the following Work within the limits designated on the plans or as directed by the Engineer in accordance with the plans and specifications. The Work includes but is not limited to the following:

- a. Provide submittals including welding procedures
- b. Fabricate patch plates up to 2 sq. ft. each.
- c. Remove lead-based paint & seal weld patch plates on tank to seal existing shell vents and other miscellaneous holes as directed by the Owner or Owner's Representative.

2. Measurement

Measurement for Bid Item **No. 8** Work will be based upon completion of these items on a unit cost basis for each complete excavation as identified on the plans and in the contract documents. The measurement shall be made by the contractor and verified by the Owner's Representative.

3. Payment

Payment for Bid Item **No. 8** shall be made on a unit cost basis. The unit cost shall constitute full compensation for furnishing all labor, materials, tools, and equipment associated with performing all Work involved in providing the Work associated with this Bid Item in place, operational, and in conformance with the plans & specifications.

I. Demobilization

1. Description

This work includes the furnishing of all tools, equipment, labor and materials required to accomplish all of the following Work within the limits designated on the plans or as directed by the Engineer in accordance with the plans and specifications. The Work includes but is not limited to the following:

- a. Public Safety – The Contractor shall concern himself with public safety at all times during the life of this contract. Work area shall be clearly identified. Public access through the project shall be by means of well established and delineated corridors. Materials shall be stockpiled in such a manner as to assure no hazard to the public, District Facilities, District Operations or the environment. Tools and equipment shall be likewise kept locked and out of reach. Work area shall be kept free of garbage and other waste.

- b. Dust Control – The Contractor shall comply with all County and other regulatory requirements for dust control. Contractor shall provide adequate personnel and equipment as necessary to abate all dust, which results from either his operation or created by a portion of the Work of this project. Dust control measures shall be in effect during the entire length of this contract including weekends and holidays. Contractor shall designate a contact person responsible for responding to any calls regarding dust issues and implementing dust control measures.
- c. Demobilization – Contractor shall move off all equipment, materials, etc. as necessary to complete all aspects of this project.
- d. Handle, sample, test, transport and recycle spent abrasive which will contain lead and other heavy metals from existing coatings
- e. Lead based coatings, removed as a portion of the Work, shall remain the property of the Owner. The Contractor shall handle, sample, test, provide licensed transportation and dispose of any lead based (or heavy metal containing) coatings, removed as a portion of this work and not specified for recycling as a part of the spent abrasive.
- f. Construction Clean-Up – The Contractor is responsible for leaving the project areas in suitable condition for operation. It is imperative that all contractor Work, stockpile, storage, and equipment areas be completely clean and free of foreign material, materials removed or replaced as part of this work, gravel, aggregate base, broken asphalt, pipe, hardware, packing material, welding debris, and concrete when the Work is complete. All said material shall be picked up and removed from the site and not scattered. All removals from the site shall be done so in a legal manner. Contractor is responsible for all costs associated with loading, hauling, and dumping including any required permits, fees, etc
- g. Daily housekeeping and site control.
- h. Maintenance of storm water pollution prevention plan controls.
- i. The Contractor shall provide slope stabilization and other measures required to prevent sedimentation or other contamination of water draining from the site as a result of construction activities and this project.
- j. Miscellaneous – All items which are shown on the plans or identified in the specification or implied thereby, or incidental to any of the described items, even though not specifically called out in a particular item shall be included as part of this bid item.

2. Measurement

Measurement for Bid Item **No. 9** “Demobilization” will be based upon completion of such work as a lump sum. The measurement shall be made by the contractor and verified by the Owner’s representative.

3. Payment

Payment for Bid Item **No. 9** “Demobilization” shall be made in a lump sum amount for this item. **No payment shall be made until full completion of the Work within the bid item.** The lump sum cost shall constitute full compensation for furnishing all planning, acquisition, labor, materials, tools, and equipment associated with performing all Work involved in demobilizing, stabilizing and returning the site in a fully operable condition.

J. New Cathodic Protection System

1. Description

This Work includes the furnishing of all tools, equipment, labor and materials required to accomplish all of the following Work within the limits designated on the plans or as directed by the Engineer in accordance with the plans and specification. The Work includes but is not limited to the following:

- a. Impressed current cathodic protection system conforming to AWWA D104
- b. System design as appropriate to the Contractor designed roof and existing tank and pursuant to these specifications.
- c. System to match system on the adjacent tank MG#1 to the extent appropriate.
- d. 6 MMO Titanium anode assemblies
- e. Tank mounted IRT C.P. Sentinel Aqua-Line Cathodic Protection Rectifier
- f. Channel type EPDM grommets at hand holes
- g. Stainless steel handhole covers
- h. Component installation, connection and preliminary set up and testing.
- i. System activation and adjustment after the warranty period.

2. Measurement

Measurement for Bid Item “Cathodic Protection System” Work will be based upon completion of this work as a lump sum. The measurement shall be made by the contractor and verified by the Owner’s representative.

3. Payment

Payment for Bid Item “Cathodic Protection System” shall be made on a percent complete basis based on the lump sum amount for this item. The lump sum cost shall constitute full compensation for furnishing all planning, acquisition, labor, materials, tools, and equipment associated with performing all Work involved in providing the cathodic protection system in place, operational, and in conformance with the plans & specifications.

END OF SECTION

Section 09905

PROTECTIVE COATINGS

PART 1 - GENERAL

1.01 SCOPE SUMMARY

- A. The work described in this section covers protective coatings for the project including the interior and exterior surfaces of one existing water tank, accessible portions of piping, appurtenances and of new upgrade appurtenances and areas damaged by welding or other actions associated with this project. The project goals are to achieve coating systems that provide long term service, good aesthetics and low maintenance cost using best safety and environmental practices.
- B. Removal and containment and handling of existing lead-based coatings is part of the Work.
- C. The contractor shall supply all coatings, solvents, abrasives, air compressors, hoses, paint guns, materials storage and any other tools, equipment and consumables necessary for the proper preparation and application of the coatings.
- D. The Contractor shall be familiar with the service conditions of the tank and shall submit preparation and coating applications as appropriate. The Contractor shall consult the Engineer prior to any coating activity where the coating of certain components or surfaces is in question.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 01100, Scope and Control of the Work
- B. Section 13010, Upgrades of Existing Tanks
- C. Section 13020, Replace Water Tank Roof

1.03 REFERENCES

- A. Without limiting the general aspects or other requirements of this specification, work and equipment shall conform to applicable requirements of County, State and Federal codes, laws and ordinances governing the work, American Water Works Association, SSPC: The Society of Protective Coatings, and the manufacturer's printed instructions.
- B. When conflict exists between any of the referenced codes, laws, ordinances, specifications and standards contained herein, the most conservative relative to the project goal of system longevity shall govern.
- C. The latest edition of the following standards and regulations form a part of this specification. Materials, preparation, application, repair methods, and all other aspects of the work and inspections shall conform to following codes and standards:
 - 1. AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

- a. ASTM D1186, Standard Test Method for Nondestructive Measurement of Dry Film Thickness of Nonmagnetic Coatings Applied to a Ferrous Base
 - b. ASTM D3359, Standard Test Method for Measuring Adhesion by Tape Test
 - c. ASTM D4138, Standard Practices for Measurement of Dry Film Thickness of Protective Coating Systems by Destructive, Cross-Sectioning Means
 - d. ASTM D4285, Standard Test Method for Indicating Oil or Water in Compressed Air
 - e. ASTM D4414, Standard Practice for Measurement of Wet Film Thickness by Notch Gages
 - f. ASTM D4417, Standard Test Methods for Field Measurement of Surface Profile of Blast Cleaned Steel
 - g. ASTM D5402, Standard Test Methods for Assessing the Solvent Resistance of Organic Coatings Using Solvent Rubs
2. AMERICAN WATER WORKS ASSOCIATION (AWWA)
- a. AWWA D102-14, AWWA Standard for Coating Steel Water-Storage Tanks
 - b. AWWA M42, AWWA Manual of Water Supply Practices, Steel Water Storage Tanks
 - c. AWWA C652-02, AWWA Disinfection of Water-Storage Facilities
3. SOCIETY OF PROTECTIVE COATINGS (SSPC)
- a. SSPC-PA 1, Shop, Field, and Maintenance Painting of Steel
 - b. SSPC-PA 2, Measurement of Dry Coating Thickness with Magnetic Gages
 - c. SSPC-VIS 1, Visual Standard for Abrasive Blast Cleaned Steel
 - d. SSPC-VIS 3, Visual Standard for Hand and Power Tool Cleaned Steel
 - e. SSPC Publication No. 91-12, Coating and Lining Inspection Manual
 - f. SSPC Visual Comparison Manual
 - g. SSPC-SP 1, Solvent Cleaning
 - h. SSPC-SP 3, Power Tool Cleaning
 - i. SSPC-SP 7, Brush-off Blast Cleaning
 - j. SSPC-SP 10, Near-White Metal Blast Cleaning
 - k. SSPC-SP 11, Power Tool Cleaning to Bare Metal
 - l. SSPC-SP 12, Surface Preparation and Cleaning of Metals

- 4. NACE INTERNATIONAL (NACE)
 - a. NACE SP0188-2006, Standard Recommended Practice for Discontinuity (Holiday) Testing of Protective Coatings
 - b. NACE RP 0178-89, Standard Recommended Practice for Fabrication Details, Surface Finish Requirements, and Proper Design Considerations for Tanks and Vessels to be Lined for Immersion Service.
- D. NATIONAL SANITATION FOUNDATION (NSF)
 - 1. NSF 61, Drinking Water System Components - Health Effects
- E. EQUIPMENT AND COATING MANUFACTURER'S PUBLISHED INSTRUCTIONS

1.04 SUBMITTALS

- A. Submittals shall be provided in accordance with these special provisions. **The Contractor shall provide submittals before the pre-job conference.** No work shall be done on items needing submittal approval until the material or plan is approved by the Owner.
- B. Required Submittals. Submittals shall be furnished by the contractor as called for in the various sections of these Special Provisions and for following items as a minimum:
 - 1. Coatings/Color (each coat)
 - 2. Solvents/Thinners
 - 3. Abrasives
 - 4. Magnetic Dry Film Thickness Gage
 - 5. Coating Conditions Verification Equipment (Temperatures/Humidity)
 - 6. Daily Report Form
 - 7. Caulking (See Coating Systems)
- C. Product Submittals. Approval of materials and products by the Owner does not waive the Contractor's responsibility to provide a material which will meet the project goals.
- D. Coating Submittals. The submittals for coating products shall, at a minimum, contain the following information:
 - 1. Material Name / Manufacturer
 - 2. Standards of which the product complies
 - 3. Conditions for which the product was developed or can be used
 - 4. Application guidelines including manufacturer approved field repair method of shop applied primers
 - 5. Testing information / data on product

6. Any material guarantees
7. Expected life
8. Surface Preparation for coatings including any special requirements for this project
9. Recommended uses
10. Safety precautions - and MSDS sheets
11. Name and phone number of the area sales representative for the product
12. Any other information the contractor feels would be helpful in the Owner's review

1.05 OSHA COMPLIANCE.

- A. Contractor shall comply with all applicable regulations including state and federal OSHA and these Special Provisions.
- B. Contractor is responsible for complying with Cal/OSHA regulations for lead in construction in accordance with California Code of Regulations, California Title 8, Section 1532.1. Lead. Some levels of lead are undoubtedly present and Cal/OSHA requires compliance with 1532.1 if the paint contains lead at any level.
- C. The costs for complying with all OSHA requirements shall be considered as included in the various contract prices paid and no additional compensation will be allowed. Contractors are welcome to take lead samples in advance by arrangement with the owner.

PART 2 - PRODUCTS

2.01 ABRASIVES

- A. Abrasive used in blast cleaning operations shall be recyclable fused copper slag. Abrasives shall meet all requirements of the California Air Resources Board for content and emissions.
- B. Abrasives shall be certified for unconfined dry blasting pursuant to the California Administrative Code, Section 92520 of Subchapter 6, title 17, and shall appear on the current listing of approved abrasives.

2.02 CAULKING

- A. The caulking sealant shall be a premium-grade, high-performance, moisture-cured, 1-component, polyurethane-based, non-sag elastomeric sealant that meets ASTM C-920, Type S, Grade NS, Class 25 such as Sika 1a or equivalent. The material shall be capable of $\pm 25\%$ joint movement and withstand submerged conditions. The material shall have excellent resistance to aging, weathering and maintain elasticity during long term exposure in the given conditions.

2.03 COATING MATERIALS.

- A. Coating materials shall conform to the following requirements:

1. Only high-grade products of manufacturers having an established good reputation in the manufacture of quality protective coatings shall be used. All coatings on the interior surfaces of the tank or other areas that can contain potable water shall conform to NSF-61(including NSF-600).
2. Coating materials shall be brought to the job site in the original sealed containers. Materials found to be damaged or out of date shall be removed from the site. Materials shall be stored in an enclosed structure out of the weather protecting them from excessive heat or cold.
3. The Contractor may submit paint materials of manufacturer's other than those specified herein in accordance with these Special Provisions. The Contractor shall provide satisfactory documentation from the firm manufacturing the proposed material that the material meets the specified requirements and is equivalent to or better than the listed materials in the following properties:
 - a. Quality
 - b. Durability
 - c. Resistance to abrasion and physical damage
 - d. Life expectancy
 - e. Ability to recoat in future
 - f. Solids content by volume
 - g. Dry film thickness per coat
 - h. Compatibility with other coatings
 - i. Suitability for the intended service
 - j. Resistance to chemical attack
 - k. Temperature limitations in service and during application
 - l. Type and quality of recommended undercoats and topcoats
 - m. Ease of application
 - n. Ease of repairing damaged areas
 - o. Stability of color

PART 3 - EXECUTION

3.01 HOUSEKEEPING AND CLEANUP

- A. At the end of each work day, dust, paint chips and abrasive shall be removed from the surfaces and surrounding areas. Spent abrasive shall be stored in temporary storage containers on site pursuant to Best Management Practices and Best Pollution Prevention Practices listed under federal and state guidelines.

- B. As work proceeds, promptly remove all coating that is spilled, splashed, or splattered. Collect empty containers, rags, waste material, and debris and store or remove from the site as appropriate.
- C. The site shall be maintained free of unnecessary accumulations of tools, equipment, surplus materials, and debris. Equipment maintenance and spill prevention procedures shall be adequate to prevent spills and leaks.
- D. Upon completion of the work, the Contractor shall remove all excess materials, equipment, containers, and waste from the job site. Coating spots or stains shall be removed from adjacent surfaces and surfaces repaired if needed.

3.02 PROTECTION OF PROPERTY

- A. Blast residue and overspray shall be contained pursuant to the **Containment Requirements** of these specifications.
- B. The Contractor shall be attentive to wind conditions to prevent the drifting of abrasive blast residue and overspray and shall make every effort to prevent the damage of public and private property. Weather conditions shall dictate the application of coatings and, if necessary, adjustments in the contract working days will be made in accordance with the provisions of the Standard Specifications. If overspray or other damage occurs, the contractor shall incur all expenses for the clean-up or repair of the damages public and/or private property.
- C. The Contractor shall protect the following surfaces from abrasive blasting, entry of sand, grit, dust and paint or other damage by wrapping, masking or other methods:
 - 1. PVC piping including high inlet on tank interior
 - 2. Sheet metal siding
 - 3. Any pump/motors
 - 4. Threaded portions of valve and gate stems
 - 5. Machined surfaces for sliding contact, bearings, sprockets or gears
 - 6. Surfaces to be assembled against gaskets
 - 7. Mechanical drives
 - 8. Stainless steel or aluminum surfaces not specifically designated for coating or painting
 - 9. Coated or plated items (including galvanized) not scheduled for painting or coating
 - 10. Drains & relief valves
 - 11. Concrete surfaces
 - 12. All other surfaces not specifically designated for coating or painting.

- D. The Contractor shall contact operations personnel for verification of adequate protection of critical items such as mechanical items.
- E. If required to prevent damage, protective coverings or drop cloths shall be used to protect floors, fixtures and equipment. The Contractor shall mask, cover and shield all gauges, instruments, stainless steel, aluminum, galvanized steel, glass, plastic, equipment and all other surfaces not intended for coating as specified. Surfaces, from which inadvertently applied materials cannot be removed satisfactorily, shall be recoated or repainted to produce a finish satisfactory to the Owner.
- F. Coating application to exterior surfaces shall be completed using roller and brush methods. Spray application is not allowed. The Contractor shall prevent coating material to spatter, spray or otherwise transfer beyond 35' from the tank.

3.03 CONTAINMENT REQUIREMENTS

- A. The containment system shall comply with SSPC Guide 6 for Dry Abrasive Blast Cleaning - Full Containment with Negative Pressure (SSPC Class 1A)
 - 1. The enclosure shall be designed, installed, and maintained to sustain maximum anticipated wind forces, including negative pressure. Flapping edges of containment materials are prohibited and the integrity of all containment materials, seams, and seals shall be maintained for the duration of the project. Airflow inside containment shall be designed to provide visibility and reduce worker exposures to toxic metals according to OSHA regulations. The blast enclosure shall have an airlock or resealable door entryway to allow entrance and exit from the enclosure without allowing the escape of blasting residue.
 - 2. Appropriate filtration shall be used on the exhaust air of dust collection and abrasive recycling equipment as required to comply with applicable regulations. The equipment shall be cleaned/maintained, enclosed, or replaced if visible dust and debris are being emitted and/or the regulated area or high-volume monitor lead levels are not in compliance.
- B. Provide and maintain containment system surrounding the work for the purpose of controlling emissions of dust and debris according to the requirements of this specification. Working platforms and containment materials that are used shall be firm and stable and platforms shall be designed to support the workers, inspectors, spent surface preparation media (e.g., abrasives), and equipment during all phases of surface preparation and painting. Platforms, cables, and other supporting structures shall be designed according to OSHA regulations. If the containment needs to be attached to the structure, the containment shall be attached by clamping, or similar means. Welding or drilling into the tank structure is prohibited.
- C. Monitor weather and wind conditions at all times. The containment shall be dropped in the event of sustained winds of 40 mph (64 kph) or greater and all materials and equipment secured.
- D. The containment system shall maintain the work area free of visible emissions of dust and debris, with no debris permitted outside of the containment area at any time.

- E. The containment materials shall be cleaned of loose material prior to relocation or dismantling. Acceptable methods of cleaning include blowing down the surfaces with compressed air while the ventilation system is in operation, HEPA vacuuming, and/or wet wiping. If paint chips or dust is observed escaping from the containment materials during moving, all associated operations shall be halted and the materials and components recleaned.

3.04 SURFACE PREPARATION

- A. The Contractor shall complete low-pressure water cleaning of surfaces prior to other applicable surface preparations. Surfaces shall be cleaned in accordance with SSPC-SP12 LP WC. All oil, grease, salts, rust, loose materials or other contaminants that will adversely impact adhesion or cause coating failure shall be removed.
- B. Surface preparation shall be provided as detailed for the specific aspects of the work. Surface preparation shall conform to this specification and the applicable material manufacturer's recommendations. The contractor shall provide all necessary testing and **recycle the abrasive** through an approved recycling program. The Contractor shall provide documentation of receipt of the material by the recycler.
- C. All welding shall be completed prior to surface preparation and coating. Do not apply any part of a coating system before the Owner's Quality Assurance has reviewed the surface preparation. Coating applied without inspection shall be removed by abrasive blasting and reapplied in accordance with this specification.

3.05 APPLICATION.

- A. Coating application on exterior surfaces may be completed using roller and brush methods or spray methods.
- B. Coatings applied to materials prior to forming (i.e., roof panels) shall be removed at least 5 inches away from any bends by abrasive blasting to a commercial blast. Edges shall be feathered.
- C. Thinning shall be permitted as recommended by the manufacturer for the conditions of application and allowed by applicable regulations.
- D. Each application of coating or paint shall be applied evenly, free of sags and runs, with no evidence of poor workmanship. Care shall be exercised to avoid lapping on glass or hardware. Coating and paint shall be sharply cut to lines. Finished surfaces shall be free from defects or blemishes.
- E. When two or more coats of coating or paint are specified, each coat shall be adequately contrasting in color to act as an indicator of coverage.
- F. All material shall be applied in accordance with the manufacturer's recommendations and these specifications. Maximum permissible level of soluble salts or chemicals shall be as recommended by the coating manufacturer and verification shall be the responsibility of the contractor.
- G. At least one brush stripe coat shall be applied, on the interior, to edges, corners, and irregular surfaces such as welds and fasteners. Minimum recoat times shall be observed

between the stripe coat and the next coat. The stripe coat may be applied after the prime coat if appropriate.

- H. Where the number of coats or dry film thickness is specified, they shall be considered a minimum. The Contractor shall apply additional coats as necessary to achieve the specified dry film thickness.
- I. Coating procedures and recoat cycles are critical. It is imperative that the manufacturer's recommendations be strictly followed. Any deviation from printed literature must be approved in writing by the manufacturer's technical department and the owner prior to starting alternate procedures.

3.06 CONTRACTOR QUALITY CONTROL.

- A. The Contractor is responsible for quality control. The Contractor shall provide adequate equipment to monitor project quality. The Contractor shall document conditions, progress, project personnel and equipment on site, in a daily report. Environmental readings shall be recorded at the beginning and end of each painting sessions. Signed daily reports shall be provided to the Owner Representative on a weekly basis.
- B. No coating or paint shall be applied to wet or damp surfaces, in rain, snow, fog, or mist, when the steel temperature or surrounding air temperature is less than 5 degrees Fahrenheit (5°F) above the dew point, nor in conditions not recommended by the manufacturer. If unacceptable weather conditions are prevalent, coating or painting shall be delayed or postponed until conditions are favorable. The day's coating or painting shall be completed in time to permit the film sufficient drying time prior to damage by atmospheric conditions.
- C. The thickness of coatings shall be checked with a non-destructive, magnetic type thickness gauge. Coating thickness measurement procedures shall be pursuant to SSPC-PA-2. Additional measurements may be made when determined by the inspector to be in the best interest of the project. In cases of dispute concerning film thickness, measurements made with instruments shown to be in calibration with the National Bureau of Standards calibration plates shall predominate. The contractor shall furnish U.S. Department of Commerce, National Bureau of Standards certified thickness calibration plates to test accuracy of dry-film thickness gauge. All inspection devices shall be in good working order.

Dry film thickness that exceeds the coating manufacturer's recommendation is unacceptable and shall be removed by the Contractor at no extra cost to the Owner.

- D. The coating integrity of all interior coated metallic surfaces shall be tested with an approved wet sponge electronic holiday detection device. A non-sudsing type wetting agent such as Kodak Photo-Flo, shall be added to the water prior to wetting the detector sponge. Non-submersed roof and shell areas shall be included in the holiday testing. Holiday detection of interfaces between roof plate and rafters which are not seal welded is not required.

The contractor shall provide holiday detection devices in good working order. Acceptable devices include, but are not limited to, K-D "Bird Dog" non-destructive holiday detector and Tinker-Razor Model M-1 for coating to 20 mils dry film thickness.

All holiday detection devices shall be operated in the presence of a representative of the Owner. Testing shall be conducted pursuant the coating manufacturer's recommendations and NACE RP 0188 (latest edition). All rejected areas shall be marked and repaired in accordance with the manufacturer's printed recommendations and re-tested. No pinholes or other irregularities will be permitted in the final coating.

3.07 QUALITY ASSURANCE.

- A. The Owner may provide shop or field inspection of the work. The Contractor shall provide the Owner's Representative with a 3 day notice prior to any surface preparation or coating application. All work shall be performed with the presence of the Owner's Representative unless written prior approval has been granted. Coatings applied without inspection shall be removed by abrasive blasting and reapplied in accordance with this specification.

3.08 COATING SYSTEM – EXTERIOR SURFACES

- A. All exterior surfaces shall be coated unless noted herein. Ladder safety climb rails, level gage board, vent screens and other "bolt on" hardware shall be removed during coating and replaced after completion.
- B. Included Items: All exterior surfaces including, but not limited to, existing tank, new roof, new appurtenances and piping.
- C. Surface Preparation: Abrasive blast per SSPC-SP6 Commercial Blast Cleaning and the coating manufacturer's recommendations. Coatings applied to materials prior to forming (i.e., roof panels) shall be removed at least 5 inches away from any bends by abrasive blasting to a commercial blast. Edges shall be feathered.
- D. Exterior Coating System (AWWA D-102 Outside Coating System No. 5). Epoxy prime coat with an epoxy intermediate coat followed by aliphatic polyurethane. Examples of approved coatings are as follows:
 - 1. Devoe
 - a. Primer: Devoe High Performance Coatings Bar-Rust 231 Multi-Purpose Epoxy Mastic, 3 - 5 mils
 - b. Intermediate: Devoe High Performance Coatings Bar-Rust 231 Multi-Purpose Epoxy Mastic, 3 - 5 mils
 - c. Finish: Devoe High Performance Coatings Devthane 378H Aliphatic Urethane Semi-Gloss, 2 - 3 milsor
 - 2. Carboline
 - a. Primer: Carboguard 893 @ 3-5 mils DFT
 - b. Intermediate: Carboguard 893 @ 3-5 mils DFT
 - c. Finish: Carbothane 134VOC @ 2-3 mils DFT

or

3. Tnemec
 - a. Primer: Tnemec L69 Epoxoline or V140F Pota-Pox, 3 - 5 mils
 - b. Intermediate: Tnemec L69 Epoxoline or V140F Pota-Pox, 3 - 5 mils
 - c. Finish: Tnemec 1075 Endura-Shield, 2 - 3 mils

or

4. Approved equal.

- E. Color: Match tank #1: SW 4023 – “Olivine” from the Sherwin Williams Protective and Marine Coating Color System 4000 Series color chart. Submit color for Owner approval.

3.09 COATING SYSTEM – INTERIOR SURFACES

- A. Included items: All Interior surfaces.
- B. Surface Preparation: Abrasive blast per SSPC-SP10 Near White Blast Cleaning and the coating manufacturer’s recommendations.
- C. Interior Coating System (AWWA D-102 Inside Coating System No. 2): Three coat, two component epoxy coating system. A prime, intermediate and finish coat of two component epoxy. An example of approved coatings is as follows:

1. Tnemec
 - a. Primer: Tnemec L140 Pota-Pox, 3 mils
 - b. Intermediate: Tnemec L140 Pota-Pox, 4 mils
 - c. Finish: Tnemec L140 Pota-Pox, 5 mils

or

2. Sherwin Williams
 - a. Primer: SherPlate 600 @ 3 mils DFT
 - b. Intermediate: SherPlate 600 @ 4 mils DFT
 - c. Finish: SherPlate 600 @ 5 mils DFT

or

3. Approved equal.

- D. Color: Tank white

3.010 CURING AND VENTILATION

- A. Forced ventilation of the tank interior shall be conducted for a period equal or exceeding the coating manufacturer's recommended minimum recoat time for each coat and for at least 48 hours after the final coat. The ventilation shall be equal to or greater than specified in AWWA D102-14. Circulation through low areas of the tank, piping and other associated areas that will hold solvent vapors shall be assured.
 - B. If heating or dehumidification are required for proper curing, the Contractor shall provide these as a part of the Base Bid and at no additional cost to the Owner.
- 3.011 CAULKING
- A. Caulk shall be applied to unsealed joints such as bolts, nuts, bolted flanges etc. to prevent moisture intrusion and rust staining ("bleeding"). Minimum recoat times for caulking shall be followed. Caulk shall be applied only to clean dry areas that are free of loose materials and dust. Follow manufacturer's installation instructions. Caulk shall be applied between the prime and finish coats.
- 3.012 LABELING
- A. Label inside of roof hatch "FALL HAZARD PROTECT OPENING OR MONITOR WHEN OPEN – CONFINED SPACE ENTRY BY PERMIT ONLY". Labeling shall be located on the inside of the hatch lid. The labeling shall be done with red or black colored NSF 61 approved epoxy. Letters shall be neatly stenciled and shall be 2" tall or larger.
- 3.013 CERTIFICATE OF COMPLIANCE
- A. The Contractor shall provide a Certificate of Compliance stating that "The Coating Work has been completed in conformance with the Specifications and Curing has been completed and confirmed pursuant to the Project Specifications and the coating manufacturer's recommendations and the tank is ready to be filled." The Certificate of Compliance shall be provided to the Owner and Engineer prior to disinfection.
- 3.014 TANK DISINFECTION.
- A. After cure of the completed interior coating has been completed, the interior of the tank shall be thoroughly cleaned and disinfected. All work shall conform to the requirements of ANSI/AWWA C652, Standard for Disinfection of Water-Storage Facilities, Method 2. The Contractor shall test the disinfection solution for chlorine concentration during the observation of the Owner Representative and prior to start of disinfection. Upon completion of disinfection, the Owner's representative shall photograph the tank interior and the Contractor shall seal the tank.
- 3.015 SOAK TEST AND MONITORING
- A. The Owner will fill the tank and complete the five day soak test and VOC monitoring including organics listed on the coating manufacturer's MSDS. The reservoir must also be sampled for coliforms and have satisfactory results. The Owner shall submit the results of all monitoring and testing to the State Water Resources Control Board and receive approval prior to putting the reservoir into service.
- 3.016 WARRANTY INSPECTION.

- A. The Owner shall provide for inspection of any or all of the work completed under this contract. The date and method of the inspection shall be established and notification given at least 30 days in advance. If an inspection date has not been established within 13 months after completion of the coating work, the first anniversary inspection shall be considered waived. Waiver of the warranty inspection will not relieve the Contractor of the responsibility to repair defective work.

3.017 WARRANTY REPAIR.

- A. If any work is found to be defective, as determined by the Owner, its employees or consultants, the Contractor shall promptly correct the defective work with no cost to the Owner.
- B. The surfaces shall be prepared and re-coated as per the applicable original coating system. Preparation and application procedures for coating repairs shall conform to manufacturer's recommendations and be approved by the Owner with the intent of bringing the defective areas up to the quality level of the original work required by this specification.
- C. The Owner may require delay of repair where necessary for efficient operation of the water treatment facility. If the Contractor does not complete corrective work promptly, the Owner may complete the work itself or hire others to complete it. The original Contractor and its Surety will be liable to the Owner for all direct and indirect costs.
- D. The cathodic protection system shall be energized and adjusted after completion of the warranty period and repair work if applicable.

END OF SECTION

Section 13010

UPGRADES TO THE EXISTING TANK

PART 1 - GENERAL

1.01 SUMMARY

The intent of the work described in this section is to upgrade appurtenances to provide a safe workplace and assure compliance with applicable OSHA regulations for 1 existing steel tank.

1.02 SCOPE

- A. Design, fabricate, install, and coat upgrades on 1 existing tank in order to provide a safe workplace and assure compliance with applicable OSHA regulations. The Contractor's work will include engineering by the Contractor's Engineer for all work.
- B. Provide removal of lead containing and lead based coatings pursuant to all applicable regulations prior to any work. Coating removal shall be completed in a manner that contains all dust and protects contractor personnel and the public.
- C. Demolish, remove and recycle the applicable existing components that are being replaced or upgraded.
- D. The intent is to upgrade the exterior ladder, ladder door, and guardrail of the tank to current OSHA Standards and these special provisions. The specific accessories required for each tank are listed below. The dimensions provided herein are intended to be general information. The Contractor shall field verify all dimensions prior to fabrication.
- E. The Contractor shall design, fabricate, and erect all aspects of the repairs pursuant to AWWA D100-31 (including Section 13 for seismic design), CBC 2019, California Department of Public Health Drinking Water Statutes, and all other applicable rules and regulations. NSF/ANSI 61, Standard for Drinking Water System Components shall apply. All contractor design calculations and drawings shall be stamped by a Registered Professional Civil or Structural Engineer with design experience on over 50 similar welded steel tanks.

1.03 EXISTING CONDITIONS

- A. Million Gallon Tank #2
 - 1. See appendix C for Inspection Report for the Million Gallon Tank #2 (MG#2)
 - 2. Lead based coatings are present on the exterior of this tank. See appendix A for lead and other heavy metals analysis.
 - 3. Tank type: ground-supported, welded steel
 - 4. Erected: 1976

5. Tank diameter: 66'-0" (to be verified by contactor)
6. Tank shell height: 40'-0" (to be verified by contactor)

1.04 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 01100, Scope and Control of the Work
- B. Section 09905, Protective Coatings
- C. Section 13020, Replace Water Tank Roof

1.05 REFERENCES

The latest edition of standards and regulations herein form a part of this specification. Design details, repair methods, fabrication, erection, and all other aspects of the work and inspections shall conform to following Codes and Standards:

- A. AMERICAN WATER WORKS ASSOCIATION (AWWA)
 1. AWWA D100-21, AWWA Standard- Welded Carbon Steel Tanks for Water Storage
- B. CALIFORNIA BUILDING STANDARDS COMMISSION (CBSC)
 1. CBC 2019, California Building Code
- C. NATIONAL ASSOCIATION OF CORROSION ENGINEERS (NACE)
 1. NACE SP0178-2007, Design, Fabrication, and Surface Finish Practices for Tanks and Vessels to Be Lined for Immersion Service.
- D. AMERICAN SOCIETY OF CIVIL ENGINEERS (ASCE)
 1. ASCE/SEI 7, Minimum Design Loads For Buildings and Other Structures
- E. NATIONAL SANITATION FOUNDATION (NSF)
 1. NSF 61, Drinking Water System Components - Health Effects.
- F. AMERICAN PETROLEUM INSTITUTE (API)
 1. API 653, Tank Inspection, Repair, Alteration and Reconstruction, API Standard 653-Latest

1.06 SUBMITTALS

Engineering calculations shall be provided to show the adequacy of structural items where loads are specified by applicable industry standards. The design calculations and detailed drawings shall be signed by a Civil or Structural Engineer licensed to practice in the state of California.

- A. Tank roof structure and accessory drawings and supplemental information will include the following:

1. Dimensional drawings indicating size and thickness of all members
 2. Attachment details
 3. List of appurtenances
 4. Fabrication details
 5. All details of welded joints. Weld joint details shall include, size, joint preparation, identification of field welds, and indication of welds requiring low hydrogen procedures.
- B. Welding Procedures
- C. Welder Certifications
- D. Mill Test Reports

PART 2 - PRODUCTS

2.01 PLATE AND SHEET

- A. Plate and sheet materials shall conform to the design requirements of AWWA D100.

2.02 COATINGS

- A. All new accessories shall be coated pursuant to these special provisions.
- B. Spot repair coatings damaged as part of this work pursuant to these special provisions. Prepare and coat locations with damage associated with this work pursuant to the exterior coatings section of these special provisions. Power tool cleaning will be an acceptable alternative to blast cleaning.

2.03 TANK ACCESSORIES

A. **OUTSIDE LADDER (LOWER SECTION) AND CAGE**

The new lower ladder section shall substantially match the existing upper section and shall extend from the existing mid-platform (with a minimum of 4'-0" extension above the top of the platform deck) to within 1'-0" above the foundation or landing. The new lower ladder section and cage shall be attached and supported by connection to the tank shell. Round bar "rung extensions" shall extend between the upper and lower ladder stringers adjacent to rungs located 3' and 4' above the top of the mid platform.

The ladder shall be coated with specified exterior coating system. The Contractor shall notify the Owner's Representative for final inspection.

B. **ROOF GUARDRAIL**

Roof guardrails shall be provided at the existing exterior ladder similar to the configuration on MG#1 as shown in Appendix D. Size of posts and rails and the height of the guardrail assemblies shall comply with applicable state and federal regulations and AWWA D100.

Guardrails shall be steel with a top rail, mid rail(s), and vertical posts. Spacing between vertical posts shall match existing and shall be spaced a maximum of 7'-0" apart. Guardrail shall include a 4" x 1/4" toe board. The toe boards shall be provided with bolted attachment to allow removal for painting and maintenance. The Contractor shall notify the Owner's Representative for final inspection.

"Alleyway" railing sections are designed to prevent falls through unprotected openings at the outside ladders. The alleyway railing shall extend a minimum of 4'-0" inboard from the existing railing nearest the outside ladder. The inboard end of the alleyway shall be protected with a self-closing gate (Fabenco XL71-36 or equal) that is permanently attached to the post on one side such that it opens toward the tank center. The gate shall be hot dip galvanized.

Provide welded attachment between the new guardrail sections and the existing ladder cage or guardrail at locations opposite of the top and intermediate rails. Attachment may be made with flat bar (1/4" x 2" minimum) where appropriate.

C. PERSONNEL FALL PROTECTION SYSTEM

Provide a personnel fall protection system for protection of personnel working on the roof. The new roof guardrail will not be adequate protection for accessing all areas of the roof. The Contractor provided system shall include two stainless steel pivoting "D-ring" anchors near the roof vent which will be used as anchors for fall protection of personnel accessing various unprotected areas of the roof. Use swivel anchors (Miller# 365-RACSW100S-316) or equal. Anchor points shall be designed for loading in any direction on the roof without bolting to the roof. The anchors will be installed at a location specified by the Owner's Representative. Two cable systems shall be included. The cables will be permanently attached to the anchors. The cables shall extend radially to within three feet of the nearest roof edge. The D-rings and cable systems shall be designed as fall protection systems per OSHA regulations and 5,000 lb. minimum, whichever is greater. The Contractor shall provide a design drawing for the system that is stamped by an engineer experienced in the design of fall protection systems. Compression sleeves used in the system shall be stainless steel. Cables shall be nylon-coated wire rope of AISI Grade 304 stainless steel.

D. HORIZONTAL SWINGING LADDER DOOR FOR CAGED LADDERS

Where specified, provide an anti-climb door for a caged ladder. The door shall fit beneath the ladder cage and shall incorporate a top closure plate which prevents access to the lower section of the ladder. The door shall be capable of being secured with a conventional padlock. The door shall be designed to be latched in the open position to permit safe access to the ladder. Minimum plate thickness shall be 3/16". The horizontal cage cover portion shall be designed for the specified snow load.

E. LEVEL INDICATOR

The Contractor shall provide a target type liquid level indicator. The indicator board shall be a one-piece extruded 6" aluminum channel. A bolt together board will not be acceptable. The indicator tape shall be pre-printed solid vinyl. Painted markings are not acceptable. The level pointer "target" shall be made from 3/16" galvanized steel. The target shall be balanced to eliminate binding during target movement. The internal hollow

float shall be made of heavy gauge stainless steel. All parts, including cable conduits, tensioners, and bottom anchors, shall be made of corrosion resistant materials. The level gage shall be full length.

F. LADDER SAFETY SYSTEM

Galvanized steel ladder safety devices shall be provided for the outside ladder (upper and lower sections). The ladder safety devices shall be compatible with the Owner's other ladder climbing systems which are Miller, North Safety Product Saf-T-Climb systems. The ladder safety systems shall include harness and shuttle designed for the system.

G. SQUARE ROOF HATCH

Provide a 39" square hinged roof hatch to comply with requirements of OSHA and AWWA D100 for fixed ladders. Stainless steel hinges and latches are required to protect inaccessible wear points. No existing internal ladder is present.

H. ROOF VENT

Provide a mushroom style roof vent that is designed for optimum venting performance and long-term corrosion protection. The vent openings shall be concealed under the lid to reduce the number of air-borne particles allowed to enter the tank. The venting area shall be covered with an 8-mesh bronze insect screen. The vent cover shall be hinged and lockable to allow ease of opening for inspection and to help prevent unauthorized removal. The vent cover shall be made of fiberglass to allow installation and removal by one person. To deter subversive damage, the screen clamping system is only accessible with the vent lid removed. With the lid off, the 37-inch diameter vent shall readily accept installation of common industrial fans for forced ventilation. All brackets, connection points, wear points and fasteners, shall be AISI 316 stainless steel. Vent height shall be appropriate for snow depth (4'-0" minimum to bottom of cover) and shall be equipped with pressure/vacuum relief mechanism.

I. WELDED PATCHES

Patch plate material shall be ASTM A36. Patches shall be 1/4" thick and dimensioned as required to achieve a minimum 1/2" lap to cover shell vents. Patch plates will be as large as 2 sq. ft. or as required to cover shell vents.

J. MID PLATFORM GRATING

Provide new (replacement) grating on the existing exterior ladder platform. Grating shall be hot dip galvanized steel, 1 1/2" x 3/16" bearing bar, serrated McNichols #GW-150 (match grating on MG#1). Grating shall be attached using McNichols type CB clips (minimum of 4).

PART 3 - EXECUTION

3.01 GENERAL FABRICATION AND WELDING

- A. All corners and edges that are exposed upon completion of fabrication shall be finished to a minimum radius of 1/16" to optimize coating application. Finishing with grinding wheels may produce "hard" corners which are not acceptable. Grinders equipped with "soft pads" or sanding discs on rubber backing are often necessary to produce acceptable finishes without corners and edges.

3.02 WELD PROFILES AND FINISHING

- A. All weld spatter shall be removed prior to coating. Abrasive blasting is not reliable for removal of all weld spatter, so all weld spatter shall be removed as part of tank erection and prior to the start of abrasive blasting.
- B. Removal of Temporary Attachments and Existing Ladder Attachment Clips
 - 1. All temporary and unnecessary brackets, lugs, and clips (such as those used during erection including attachment points from previously removed interior ladder) shall be removed from the tank. Pits created during removal shall be repaired with consideration of minimum weld length and accepted welding procedures. Welded repairs shall be ground flush. Removal of temporary attachments shall be by grinding followed by sanding to smooth course grinding marks (deeper than 4 mils as measured with profile tape) and radius any angular transitions.

3.03 QUALITY

- A. Shop and field welding quality control shall be the responsibility of the Contractor. Weld quality assurance inspection will be provided by the Owner's Representative. Safe access and lighting are an important aspect of producing a quality product for both the contractor personnel and quality assurance personnel. Safe access, lighting, and assistance shall be provided by the Contractor for the Owner's Representative(s) using the Contractor's rigging and equipment to allow inspection or observation of all work. This shall be provided by the Contractor at no additional cost.
- B. The intent of nondestructive testing on this project is to confirm that welds meet the specified minimum requirements. Testing will be done by sampling welds of the most questionable quality, those under higher stress, or by random selection.

3.04 MILLION GALLON TANK #2

- A. Install the new lower section of exterior ladder between the existing mid platform and the existing grade.
- B. Verify dimensions of the existing mid platform. Cut and fit new grating to fit.
- C. Fabricate and install new guardrail to conform to OSHA requirements. Roof layout shall be similar to the adjacent tank MG#1 as shown in Appendix D and based on the existing location of the outside ladder. The new guardrail shall extend a minimum of 12'-0" counterclockwise (in plan view) from the ladder in 2 sections and shall extend a minimum of 6'-0" clockwise in 1 section. Each end of the guardrail shall terminate with an additional 6'-0" (min.) section of guardrail running toward the center of the tank. Include an "alleyway" (4'-0" min. length) at the ladder. The inboard end of the alleyway shall be

protected with a self closing gate that is permanently attached to the post on one side such that it opens toward the tank center.

- D. Provide welded attachment between the new guardrail and the existing ladder cage at a minimum of 2 locations on each side opposite of the top and intermediate rails.
- E. Install new level gauge at the same approximate location of the existing level gauge (opposite of the high inlet).
- F. Install the new roof vent as required.
- G. Install the new roof hatch as detailed on the drawings. Roof layout shall be similar to the adjacent tank MG#1 as shown in Appendix D.
- H. Provide support of the existing PVC inlet pipe using SS flat bar and clamp (see Appendix D for approved detail used on MG#1).
- I. Weld 2 fall protection anchor lugs at locations by the engineer. Install cable lanyards pursuant to the special provisions.
- J. Install welded steel patches to cover shell vents, misc. holes, corrosion or other as directed by the Owner's Representative. The patches shall lap the existing shell or bottom areas and shall be fully seal welded around the perimeter on interior and exterior (see Appendix D). Patch repairs shall conform to API 653. Patches shall be finish sanded to remove all sharp edges and round all corners to 1/8" minimum radius.

END OF SECTION

Section 13020

REPLACE WATER TANK ROOF

PART 1 - GENERAL

1.01 SUMMARY

The Contractor shall remove the existing roof and provide a new (replacement) roof for a flat-bottom welded steel water storage tank. The new roof shall be a formed structural roof panel system with exterior structure. The tank roof and completed tank system shall be suitable to provide potable water storage and emergency (including post-earthquake fire suppression) service. The Contractor shall design, fabricate, coat and erect all aspects of the tank roof structure system, including the foundation (center column base plates), pursuant to AWWA D100-21 (including Section 13 for seismic design, CBC 2019, California Department of Public Health Drinking Water Statutes, and all other applicable rules and regulations). NSF/ANSI 61 (Standard for Drinking Water System Components) shall apply. All contractor design calculations and drawings shall be stamped by a registered Professional Civil or Structural Engineer with design experience on over 50 similar welded steel tanks.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 01100, Scope and Control of the Work
- B. Section 16600, Cathodic Protection System
- C. Section 13010, Upgrades to the Existing Tank
- D. Section 09800, Protective Coatings

1.03 REFERENCES

The latest edition of standards and regulations herein form a part of this specification. Design details, repair methods, fabrication, erection, and all other aspects of the work and inspections shall conform to following codes and standards:

- A. AMERICAN WATER WORKS ASSOCIATION (AWWA)
 - 1. AWWA D100-11, AWWA Standard- Welded Carbon Steel Tanks for Water Storage
 - 2. AWWA C652-11, AWWA Disinfection of Water-Storage Facilities
- B. CALIFORNIA BUILDING STANDARDS COMMISSION (CBSC)
 - 1. CBC 2019, California Building Code
- C. NATIONAL ASSOCIATION OF CORROSION ENGINEERS (NACE)
 - 1. Standard RP0178-91, Design, Fabrication, and Surface Finish Practices for Tanks and Vessels to Be Lined for Immersion Service

- D. ASTM INTERNATIONAL
 - 1. ASTM A53/A53M, Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless
- E. AMERICAN SOCIETY OF CIVIL ENGINEERS (ASCE)
 - 1. ASCE/SEI 7, Minimum Design Loads For Buildings and Other Structures
- F. AMERICAN PETROLEUM INSTITUTE (API)
 - 1. API 653-Latest, Tank Inspection, Repair, Alteration and Reconstruction
- G. AMERICAN WELDING SOCIETY (AWS)
 - 1. AWS D1.1:2010 Structural Welding Code - Steel
- H. NATIONAL SANITATION FOUNDATION (NSF)
 - 1. NSF 61, Drinking Water System Components - Health Effects

1.04 DEFINITIONS

- A. Roof Structure: For the purposes of this project, roof structure includes all portions of the roof plate and roof support system between the existing shell and the tank bottom. This includes rafter attachment “clips” at the shell, rafters, rafter bracing, center support, center column and base plate.

1.05 SUBMITTALS

- A. Engineering calculations. These will show the structural adequacy of all significant design items on the roof structure including but not limited to support of the roof plate considering its existing thickness, rafter sizing, center support, columns and base plate. The Contractor shall provide additional design calculations to show structural adequacy of additional structural items where structural loads are specified by applicable industry standards. The design calculations and detailed drawings shall be signed by a Civil or Structural Engineer licensed to practice in the state.
- B. Drawings and supplemental information. These will include: dimensional drawings (indicating size and thickness of all members), attachment details, fabrication details, testing and inspection requirements and all details of welded joints. Weld joint details shall include size, joint preparation, identification of field welds, and indication of welds requiring low hydrogen procedures.
- C. Welding Procedures
- D. Welder Certifications
- E. Mill Test Reports (including columns, rafters, associated plate)
- F. Temporary door sheet design and details drawings (if Contractor selects to use door sheet(s)).

1.06 DESIGN INFORMATION

- A. Diameter: Approximately 66'-0". Dimension shall be confirmed by the Contractor
- B. Shell Height: Approximately 40'-0". Dimensions shall be confirmed by the Contractor
- C. The center base plates shall be designed pursuant to 3,750 psf total allowable soil bearing pressure (including weight of water at 39 ft.).
- D. Roof Type: cone
- E. Roof Structure:
 - 1. The roof shall be a "single bay" design.
 - 2. Roof structure shall be integrally formed with roof plate. The structural sections shall be on the top of the roof similar to the new roof on the adjacent water tank (MG#1).
 - 3. The roof design shall use a ring with a minimum of 3 "center" columns located at an approximately 5'-0" radius to allow optimal access for seal welding and coating. This ring of center columns shall support a circular "ring girder" with a nominally rectangular cross section. The top of the "ring girder" shall be sloped to match the pitch of the roof. The minimum wall thickness of the ring girder shall be 5/16".
 - 4. The minimum thickness of the flanges of the roof support "rafters" (or equivalent structure) shall be 1/4".
 - 5. "Rafter" quantity: 46 (minimum) and the quantity shall be adequate for the snow load and roof plate thickness.
 - 6. The lowest column base plates shall be a minimum of 3/4 inch thick and welded to the bottom. The columns shall have "end plates" that are retained laterally but shall be a "floating design" (not welded to the tank bottom).
 - 7. Lowest column base plate(s) shall be welded to the bottom but shall have a floating upper plate.
 - 8. All nuts and bolts in the roof structure shall be hot dip galvanized.
- F. Roof live load: 70 psf
- G. Roof plate minimum thickness: 1/4"
- H. Roof slope:(to be confirmed by Contractor)
- I. Allowable soil bearing pressure:3,750 psf
- J. Temporary door sheet: If used, door sheet design shall conform to API 653.

PART 2 - PRODUCTS

2.01 BASE PLATES

- A. Plate shall conform to the design requirements of AWWA D100 and ASTM A36

2.02 STRUCTURAL SHAPES

A. COLUMN(S)

Columns shall be round tubular with minimum thickness of 1/4". Pipe shall conform to the design requirements of AWWA D100 and ASTM A53.

B. RAFTERS

Rafters shall conform to the design requirements of AWWA D100 and ASTM A36 or A992

2.03 PLATE AND SHEET

A. Plate and sheet materials shall conform to the design requirements of AWWA D100.

2.04 DOOR SHEET

A. The Contractor may install a temporary door sheet (at their option) for improved access. The temporary door sheet shall conform to AWWA D100 and API 653 (latest).

PART 3 - EXECUTION

3.01 QUALITY

A. Shop and field welding quality control shall be the responsibility of the Contractor. Quality assurance inspection oversight and CBC required special inspection will be provided by the Owner's Representative. To help insure effective and efficient oversight, the Owner's quality assurance shall be conducted by or under the oversight of an experienced tank design engineer with minimum qualifications of a California PE Registration, AWS CWI and API 653 Tank Inspector Certification. Safe access and lighting are an important aspect of producing a quality product for both the contractor personnel and quality assurance personnel. Safe access, lighting, and assistance shall be provided by the Contractor for the Owner's Representative(s) using the Contractor's rigging and equipment to allow inspection or observation of all work. This shall be provided by the Contractor at no additional cost. The Contractor shall provide written notification to the Owner's Representative at least 48 hours in advance of the start or re-start of each work phase.

B. Radiographic testing and other AWWA D100 required nondestructive testing shall be provided at the expense of the Contractor. The intent of nondestructive testing on this project is to confirm that welds meet the specified minimum requirements. Radiography shall be conducted pursuant to the requirements of AWWA D100 with the following changes: 100% of all the vertical and horizontal shell welds used to replace the door sheet shall be radiographed. The quantity of locations for radiography in other locations shall be increased by adding one additional location on each of the vertical joints in the lowest two shell rings; the locations for all radiographic testing shall be selected by the Owner's Representative. For each weld where quality is found to be unacceptable, the AWWA D100 procedure will be followed regarding additional locations and two supplementary radiographs shall be taken at locations selected by the owner's representative (in addition to the "tracer" locations required by AWWA D100). A copy of the radiographic inspection report shall be provided to the Owner's Representative.

3.02 GENERAL FABRICATION AND WELDING

A. Finishing of Corners and Edges

All corners and edges that are exposed upon completion of fabrication shall be finished to a minimum radius of 1/16" to optimize coating application. Finishing with grinding wheels may produce "hard" corners which are not acceptable. The Contractor shall use grinders equipped with "soft pads" or sanding discs on rubber backing where required to produce acceptable finishes and rounding of corners and edges.

B. Weld Profiles and Finishing

The maximum weld reinforcement allowed by AWWA D100 shall be reduced by 1/32" for all butt joints on this project. Weld reinforcement shall transition to the base metal in a manner that minimizes the mechanical notch at the toe of the weld. The maximum angle between the weld reinforcement and the adjoining base metal shall be 45 degrees. Welds with a less gradual transition shall be repaired by grinding followed by sanding to smooth course grinding marks (deeper than 4 mils as measured with profile tape) and radius any angular transitions.

All weld spatter shall be removed prior to coating. Abrasive blasting is not reliable for removal of all weld spatter so all weld spatter shall be removed as a part of tank erection and prior to the start of abrasive blasting.

C. Removal of Temporary Attachments

All temporary and unnecessary brackets, lugs, and clips, such as those used during erection, shall be removed from the tank. Pits created during removal shall be repaired with consideration of minimum weld length and accepted welding procedures. Welded repairs shall be ground flush. Removal of temporary attachments shall be by grinding followed by sanding in order to smooth course grinding marks (deeper than 4 mils as

D. Coating

1. The tops of rafters and other areas that will be inaccessible after erection, shall be shop coated with the full system for interior surfaces according to these specifications.

3.03 DOOR SHEET

A. If the Contractor chooses to use a door sheet (temporary shell opening), the removal and installation shall be pursuant to API 653 and the following:

1. All welding shall be with low hydrogen processes.
2. Plate edges shall be built up with low hydrogen electrode to replace material lost in the kerf of the cut during the removal of the door sheet. This must be done prior to beveling. The purpose is to help prevent a flat spot in the shell upon replacement.

END OF SECTION

Section 16600

IMPRESSED-CURRENT CATHODIC PROTECTION SYSTEM

PART 1 - GENERAL

1.01 SCOPE

- A. The cathodic protection design/install constructor shall provide all engineering services, materials equipment, labor, and supervision to furnish an automatically controlled, impressed-current cathodic protection system to provide corrosion control for the interior submerged surface of the specified tank. All work furnished shall be in accordance with National Association of Corrosion Engineers (NACE) and American Water Works Association (AWWA) Standard D104-11 and features included in this specification.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 01100, Scope and Control of the Work
- B. Section 13020, Replace Water Tank Roof
- C. Section 09905, Protective Coatings

1.03 REFERENCES

The latest edition of standards and regulations herein form a part of this specification. Design details, repair methods, fabrication, erection, and all other aspects of the work and inspections shall conform to following codes and standards:

- A. AMERICAN WATER WORKS ASSOCIATION (AWWA)
 - 1. AWWA D100-11, AWWA Standard- Welded Carbon Steel Tanks for Water Storage
 - 2. AWWA D104-17, AWWA Standard- Automatically Controlled, Impressed-Current Cathodic Protection for the Interior Submerged Surfaces of Steel Water Storage Tanks
- B. NATIONAL ASSOCIATION OF CORROSION ENGINEERS (NACE)
 - 1. NACE SP0388-2018, Standard Practice - Impressed Current Cathodic Protection of Internal Submerged Surfaces of Carbon Steel Water Storage Tanks
 - 2. NACE SP0178-2007, Design, Fabrication, and Surface Finish Practices for Tanks and Vessels to Be Lined for Immersion Service.
- C. NATIONAL SANITATION FOUNDATION
 - 1. NSF 61, Drinking Water System Components - Health Effects

1.04 DESIGN

- 1. The system shall be designed by a corrosion specialist who is certified by NACE, as a Senior Corrosion Technologist or a Cathodic Protection Specialist, with not less than 5

years design experience on cathodic protection systems for water storage tanks. The corrosion specialist shall design the system to provide effective corrosion control in accordance with criteria for protection. The criteria for protection shall be based on a tank-to-water potential, free of IR drop error, within a range of -0.850 volts to -1.050 volts relative to a copper-copper sulfate reference electrode. This potential shall be measured free of the effect of voltage gradients (IR drops).

- B. The corrosion specialist shall also base system capacity and performance on:
1. Total submerged surface area of the tank. Ground storage total surface area includes floor (sidewalls to the TCL). Consideration shall be given to other submerged structures known to have metallic mass in contact with the water.
 2. Type of coating and condition of coating.
 3. Total design surface area to be protected shall be a minimum of 25 percent of total submerged surface area.
 4. Minimum design current density of 0.5 mA/ft.² bare surface area.
 5. Chemical analysis of water (including resistance expressed in ohm-cm).
 6. Susceptibility of tank to icing (this project tank is not subject to icing).
 7. Minimum anode system life of 20 years.
 8. Selection, dimensions, and layout of system components specified in Section C.

1.05 SUBMITTALS

- A. The cathodic protection constructor shall submit the following information to the purchaser for approval by the Owner's Representative:
1. System design calculations signed by corrosion specialist with NACE certification number.
 2. Corrosion specialist proof of experience designing water tank cathodic protection systems.
 3. Drawings showing system design/configuration and equipment layout.
 4. Description of system components.
 5. Cathodic protection contractor proof of experience.
 6. NSF-61 certification of all CP system materials within the tank.

PART 2 - PRODUCTS

2.01 RECTIFIER

- a. In order to maintain continuity with existing District Owned CP systems, the CP rectifier unit shall be manufactured Tank mounted IRT C.P. Sentinel Aqua-Line Cathodic Protection Rectifier.

- B. The rectifier cabinet shall be mounted to a stainless-steel utility bracket such as unistrut or equal. The brackets shall be located on the tank shell near the exterior ladder with the meters placed at eye level (5'6"). All attachments to the tank shall be seal welded and a 6" minimum clear space shall be provided between the tank shell and the cabinet for future painting and maintenance.
- C. The rectifier shall include:
1. Transformer. Primary with secondary winding type, including;
 - a. allowance for not less than 25 incremental settings from 0 to 100 percent of full rating of the rectifier unit;
 - b. pre-heated varnish dipped and baked dry for maximum moisture and corrosion resistance;
 - c. securely mounted within the cabinet behind the front instrument panel.
 2. Silicon full-wave bridge rectifying elements.
 3. Assembly on a single aluminum chassis that allows for easy removal of all components from the cabinet in one unit.
 4. AC circuit breaker(s) of the magnetic type.
 5. Lightning, surge, and overload protection.
 6. Individual 3.5 digit Voltmeter(s) and ammeter(s) with extra bright LED digital display.
 7. Waterproof 14 gauge steel cabinet in accordance with NEMA 4 requirements. Cabinet shall be mill galvanized with 3+ mils polyester fusion bonded powder paint (white).
 8. Provisions for mounting, grounding, and locking.
 9. A selector switch that allows for automatic or manual control.
 10. Provision to vary current output from 0 to 100 percent of rated capacity.
 11. Provision for 110-130 volt, 60 Hz, single phase AC power.
 12. D.C. output capacity in volts and amperes in accordance with Design (Section B).
 13. Number of circuits or separate rectifiers in accordance with Design (Section B).
 14. A dead front panel. All energized components or terminals shall be electrically shielded or located behind the front panel.
 15. An AWWA D104-11, Type A automatic controller, with adjustable current output to compensate for changes in water level, temperature of water, water chemistry, and cathodic polarization. The following provisions shall be met:
 - a. Long-life solid-matrix copper-copper sulfate reference electrode(s) mounted within the tank per the design.

- b. Monitoring of the tank-to-water potential, free of IR drop error.
- c. Automatically adjust the tank-to-water potential, free of IR drop, to a preset value (Section B).
- d. Operate within 5 mV of field set potential value.
- e. Automatically limit current and/or voltage to a preset value with LED status indication.
- f. Utilize potential meter(s) to display tank-to-water potential, free of IR drop.
- g. The potential meter shall be extra bright LED digital display. Range of operation to be not less than +0.400 to -1.999 Volt.
- h. Include a potential/set switch to allow monitoring of potential or set-potential via potential meter display. Switch shall be spring loaded to automatically return to the monitoring position.
- i. Potential gathering and controller circuitry shall be high impedance of not less than 20 megohms. Reference cell inputs shall be galvanically isolated from the controller circuit.
- j. The tank to water potential (free of IR drop error) shall NOT be permitted to overshoot the pre-set value during initial startup, nor during normal operation; to prevent coating stress due to excessive polarization. At no time should the controlled potential or the preset potential be more negative than -1050 mV.
- k. Potential monitoring alarm circuit, field adjustable with green & red lights mounted on the exterior of the cabinet door. Alarm circuit shall have dry contacts that would show proper potential being maintained and not proper potential. A terminal block shall be connected to the alarm circuit NO & NC relays which will allow for future connection of remote monitoring wiring.

2.02 LONG LIFE REFERENCE ELECTRODE(S)

- A. The reference electrode shall consist of a copper-copper sulfate electrode which is of a solid matrix design manufactured to remain stable (plus or minus 10 mV) for a minimum of 20 years. The reference electrode lead wire shall be not less than AWG #14 type RHW (yellow). The connection shall be encapsulated to prevent water migration.

2.03 ANODE SUSPENSION SYSTEM

- A. The anode suspension system for non-icing tanks shall be a system which allows for vertical suspension from the roof of the tank. The anode lead wire shall be a minimum #10 HMW/PE or RHW/USE for precious metal anodes and will be used to secure the lead wire to a porcelain insulator bracket bolted to the interior of the tank roof.
- B. The anode suspension system for icing tanks shall consist of a minimum 5/16" polyester braid on braid cord. The cord shall be secured to steel anchors welded to the side wall of the tank bowl or to the exterior of the dry access column of spheroidal type tanks and the

side wall of wet risers which are 30" diameter or larger. All cord to cord connections shall be tied, taped, and wire tied.

- C. Anode and/or test hand hole shall be 5" in diameter, cut in the tank with edges ground smooth, and coated. Hand hole assemblies used for the installation of vertical anode suspension systems from the roof of the tank shall consist of a 6" diameter hot dip galvanized steel cover plate, neoprene gasket, EPDM or neoprene grommet on roof plate hole and a PVC clamping bar held in place by a ½" SS bolt.

2.04 ANODE MATERIALS

- A. The anode materials shall be selected in accordance with Design (Section B) and shall consist of one of the following types:
 - 1. Minimum .062" diameter platinized niobium with 25 micro inches of platinum.
 - 2. Minimum .062" diameter titanium with a precious metal oxide coating.
 - 3. All anode-to-header cable connections shall be factory sealed in a proven manor to prevent water migration to the header cable anode connection.

2.05 WIRING

- A. All wiring within the tank shall be AWG # 10 or larger type HMW/PE or RHW/USE with the exception of the reference cell (section C2) and the automatic controller wiring, which may be not less than AWG # 18 type TW.
- B. All wiring on the exterior of the tank shall be type THHN or TW and run in rigid galvanized conduit.

2.06 HARDWARE

- A. All metallic hardware used in conjunction with the system shall be hot dip galvanized, or coated pursuant to the tank coating specification.
- B. Hand hole covers shall be stainless steel.
- C. Channel type EPDM grommets are required at hand holes

PART 3 - EXECUTION

3.01 QUALIFICATIONS

- A. The cathodic protection constructor shall have a minimum of 5 years' experience installing and servicing the types of system described in this specification. The system shall be installed by employees of the cathodic protection constructor and trained in the installation of waterworks and related cathodic protection systems.

3.02 PERFORMANCE

- A. All work shall be in accordance with the following requirements:

1. Components of the cathodic protection system shall be installed in the manner and at the locations as shown on the approved design drawings prepared by the corrosion specialist.
2. Welding, cutting, and coating shall be in accordance with AWWA Standards D100, D102, and D105. Access holes shall be finished with a 1/16" minimum radius using a soft abrasive pad. Access holes and other holes shall be cut prior to tank coating.
3. Welding of steel coupling, anchors, and mounting bracket shall be furnished by the prime contractor prior to coating the tank. The cathodic protection constructor shall furnish approved design drawings of hardware installation and materials to the prime contractor prior to coating.
4. Electrical continuity of all sections of bolted or riveted tanks shall be furnished by the tank erector or prime contractor.
5. Materials and equipment shall be inspected prior to installation. Any defective component shall be repaired or replaced.
6. Electrical work shall be in accordance with the National Electrical Code and/or local code.
7. Lead wires shall be installed to prevent damage from abrasion.
8. Electrical connections within the tank shall be sealed to prevent water migration.
9. The rectifier shall be mounted at a convenient height (eye level) above grade for easy monitoring and service purposes.
10. Disinfection shall be the responsibility of the purchaser.
11. Work provided by the cathodic protection constructor shall be completed in a clean and safe manner.

3.03 ENERGIZING THE SYSTEM

- A. After the system is installed and the tank is filled, the cathodic protection constructor shall demonstrate to the Owner or his representative that the cathodic protection system is operating properly, at which time the system shall be shut OFF, fuses pulled, anode lead wire disconnected from the rectifier positive terminal, and secured. After the 11-month coating inspection and the tank is refilled, the cathodic protection constructor shall provide start-up service which includes energizing, testing, and adjusting the system for optimum performance of the cathodic protection system.
- B. This reenergizing service shall be requested by the Owner and coordinated with the Owner and/or his representative.
- C. All tank-to-water potential measurements shall be conducted with a calibrated portable copper-copper sulfate reference electrode and a portable high impedance voltmeter. A minimum of 5 locations shall be measured. All test data shall be reviewed and evaluated by the corrosion specialist then forwarded to the owner.

3.04 MONITORING

- A. The cathodic protection constructor shall furnish e-mail address and an e-form to record monthly system reading. The form shall be sent by the owner monthly. Monthly readings received by the cathodic protection constructor during the guarantee and/or service period(s) shall be evaluated for system performance and compliance with AWWA Standard D104-11. Deviations in the readings will warrant further investigation by the cathodic protection contractor.

3.05 GUARANTEE

- A. All workmanship, equipment, and materials furnished by the cathodic protection constructor shall be guaranteed for not less than 1 year from the date of the second (after warranty coating inspection) and final energizing of the system. This guarantee would not exceed 2 years from date of original energizing of the system.

3.06 SERVICE AGREEMENT PROPOSAL

- A. The cathodic protection constructor shall furnish the owner with a service agreement proposal for the type of system installed. The agreement shall include the annual service rate and a complete description of the scope of work proposed.
- B. The agreement for annual inspection and potential testing shall include as a minimum:
 - 1. 1 annual job site visit.
 - 2. Tank-to-water potential measurements conducted at representative locations within the tank. A minimum of 5 locations shall be measured.
 - 3. Tank-to-water potential test locations shall be representative of the high and low potentials to be encountered within the tank.
 - 4. Measurements shall be conducted with a portable high impedance voltmeter and a calibrated copper-copper sulfate reference cell.
 - 5. Adjustments for optimum corrosion control shall be in accordance with criteria for protection.
 - 6. Data recorded shall provide sufficient information to evaluate the performance of the system relating to criteria for protection.
 - 7. In the event additional work is required, the constructor shall submit a report with recommendations for optimizing the corrosion control system.

END OF SECTION

**PART VIII
PROJECT DRAWINGS**

PROJECT PLANS FOR TWIN HARTE COMMUNITY SERVICES DISTRICT'S WATER TANK #2 RECOATING AND UPGRADE PROJECT



DRAWING TABLE OF CONTENTS

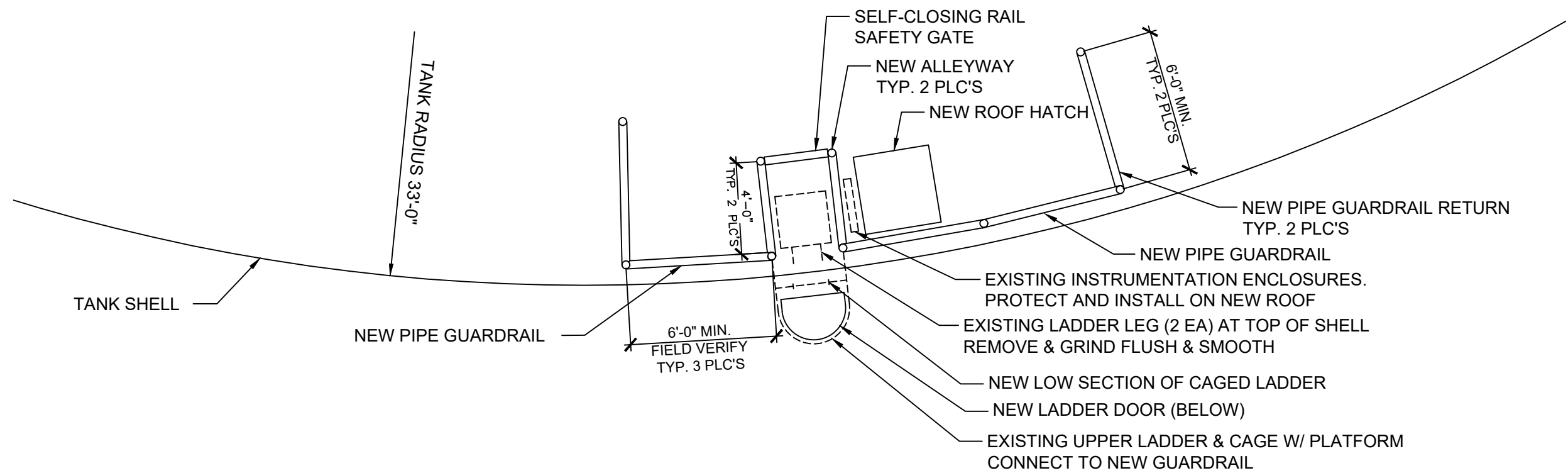
1. COVER
2. MG #2 PARTIAL PLAN
3. ROOF STRUCTURE
4. ROOF FALL PROTECTION
5. LADDER DOOR & ROOF HATCH
6. ROOF VENT



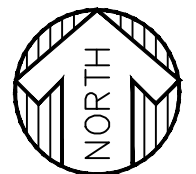
ADVANTAGE TECHNICAL SERVICES, INC.
805-595-2282
ATS-SLO.COM

DRAWING NOTES:



1. PROVIDE REPLACEMENT ROOF AND INSTALL NEW ROOF APPURTENANCES AS REQUIRED (CONTRACTOR TO FIELD VERIFY RADIUS).
2. INSTALL NEW ROOF HATCH AND ROOF GUARDRAIL PURSUANT TO THESE PROJECT DOCUMENTS.
3. ALL COMPONENTS INCLUDING GUARDRAIL SHALL CONFORM TO THE OSHA CFR PART 1910. LENGTHS OF NEW GUARDRAIL ARE MINIMUM.
4. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS PRIOR TO FABRICATION.
5. WELD 2 FALL PROTECTION ANCHOR LUGS AT LOCATIONS SPECIFIED BY THE OWNERS REPRESENTATIVE. INSTALL CABLE LANYARDS PURSUANT TO THE SPECIAL PROVISIONS.

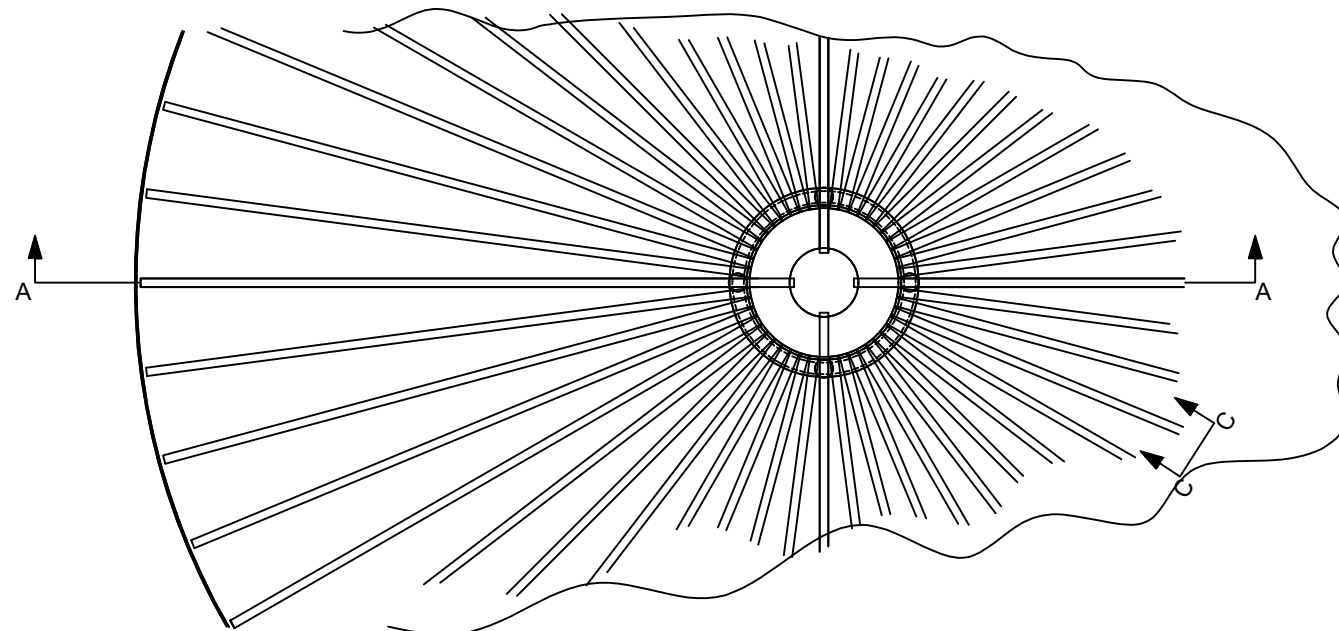


EXISTING TANK PARTIAL PLAN VIEW



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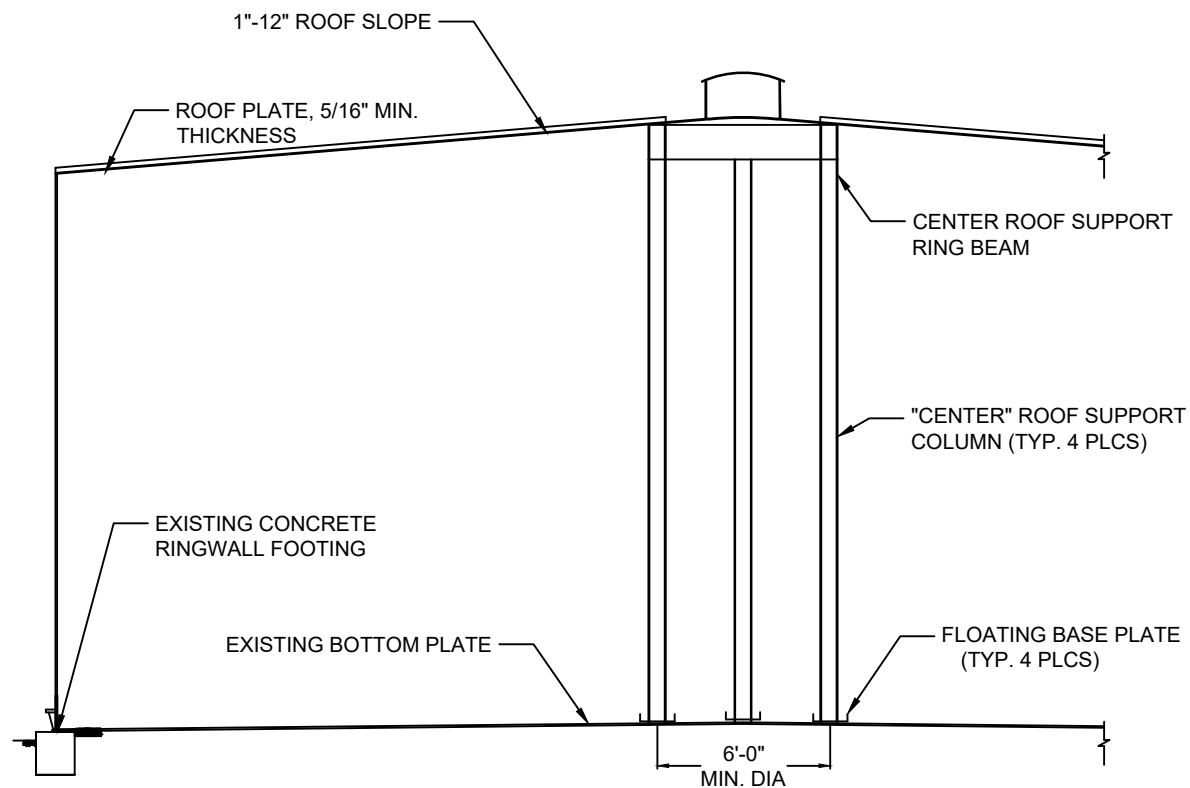
REVISIONS	DATE	 ADVANTAGE TECHNICAL SERVICES, INC. 805-595-2282 ATS-SLO.COM	DESIGNED BY:	DRAWN BY:	CHECKED BY:	RECOMMENDED:	 TWAIN HARTE COMMUNITY SERVICES DISTRICT WATER TANK #2 RECOATING & UPGRADE PROJECT	SHEET:
	00/00/00		WB	GM	JB	OPERATIONS MGR.		<u>2</u> OF <u>6</u>
			PREPARED UNDER THE DIRECTION OF:			APPROVED:	MG #2 PARTIAL PLAN	SCALE:
			WILLIAM BELLIS P.E. DATE			TOM TROTT, GENERAL MGR.		NTS



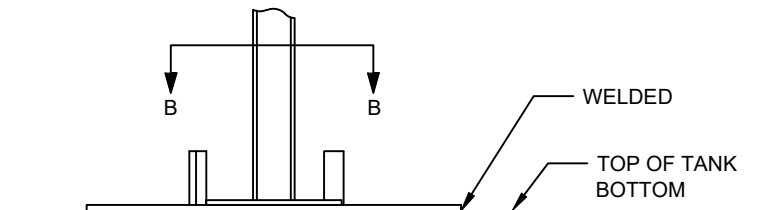
TANK STRUCTURE
PARTIAL PLAN

DRAWING NOTES:

1. REMOVE AND RECYCLE EXISTING ROOF PLATE, RAFTERS, RAFTER CLIPS, CENTER SUPPORT AND BASE PLATES.
2. "CENTER" ROOF SYSTEM COLUMNS SHALL BE ROUND HSS 5/16 " MINIMUM WALL THICKNESS AND THE MINIMUM QUANTITY SHALL BE 4.
3. CENTER ROOF SUPPORT RING BEAM SHALL BE 5/16" MINIMUM THICKNESS, RECTANGULAR CROSS SECTION AND 6' DIAMETER (MIN.) AT THE CENTER LINE.
4. THE ROOF DESIGN SHALL PROVIDE A SYSTEM FOR CONTROL OF SHELL ROUNDNESS DURING ERECTION SUCH AS ERECTION BOLTS OR OTHER METHOD USING POSITIVE STOPS.
5. COLUMN BASE PLATES SHALL BE THE "FLOATING TYPE" (DESIGNED TO PREVENT THE COLUMNS FROM BEING LOADED DOWNWARD BY THE TANK BOTTOM).
6. BASE PLATES SHALL BE SEAL WELDED TO THE TANK BOTTOM TO PREVENT AN INACCESSIBLE AREA OF AREA OF BOTTOM PLATE.
7. NEW ROOF SHALL BE DESIGNED AND CONSTRUCTED W/INTEGRAL FORMED CHANNEL " RAFTERS" ON THE EXTERIOR.
8. ALL AREAS ON THE TANK INTERIOR THAT ARE INACCESSIBLE FOR COATING SHALL BE SEAL WELDED.
9. ROOF SECTIONS SHALL NOT BE PRIME COATED UNTIL AFTER FORMING.
10. ALL PLATE EDGES SHALL BE FINISHED TO A MIN. RADIUS OF 1/16" PRIOR TO ABRASIVE PREPARATION.

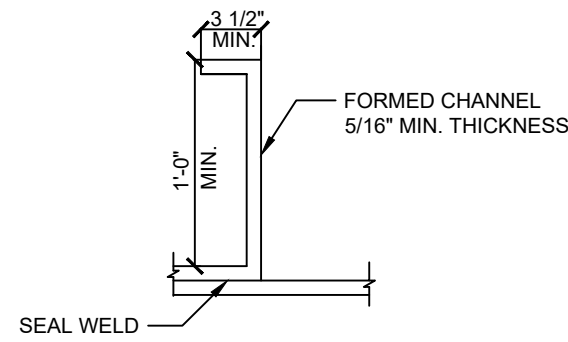


PARTIAL SECTION VIEW A-A

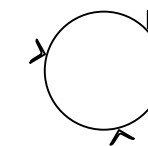


FLOATING BASE PLATE

(BASE PLATE THICKNESS AND DIMENSIONS BY CONTRACTOR'S ENGINEER)





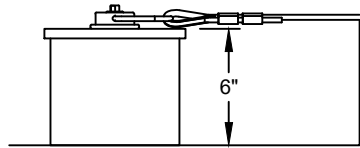
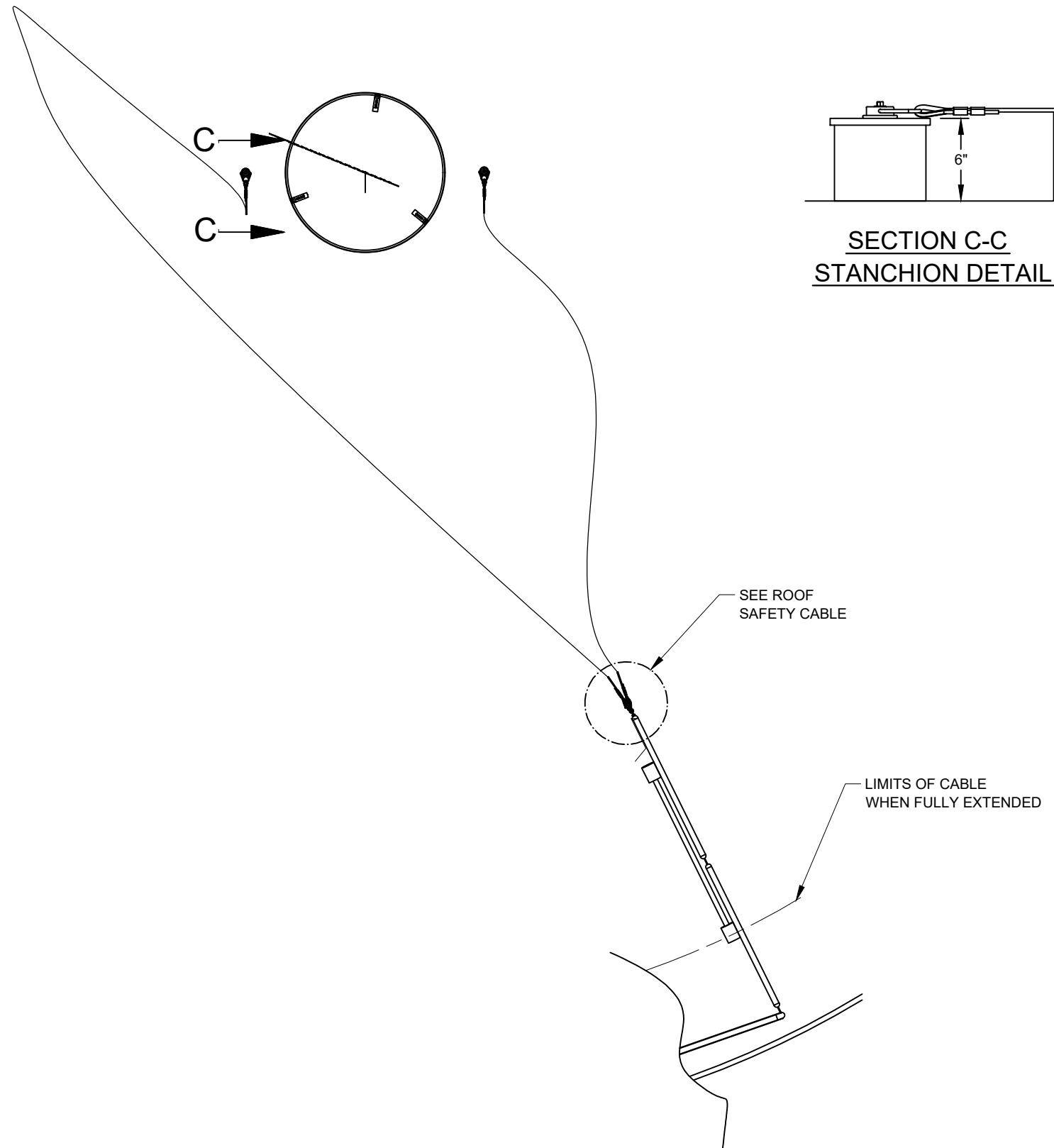
FORMED ROOF SECTION C-C



SECTION VIEW B-B

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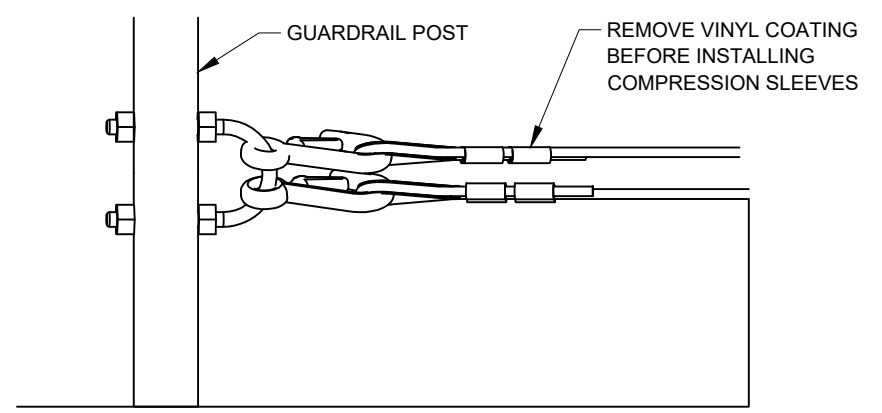
REVISIONS	DATE	 ADVANTAGE TECHNICAL SERVICES, INC. 805-595-2282 ATS-SLO.COM	DESIGNED BY:	DRAWN BY:	CHECKED BY:	RECOMMENDED:	 TWAIN HARTE COMMUNITY SERVICES DISTRICT WATER TANK #2 RECOATING & UPGRADE PROJECT	SHEET:
	00/00/00		WB	GM	JB	OPERATIONS MGR. _____ DATE _____		3 OF 6
			PREPARED UNDER THE DIRECTION OF:			APPROVED:	ROOF STRUCTURE	SCALE:
			WILLIAM BELLIS P.E. _____ DATE _____			TOM TROTT, GENERAL MGR. _____ DATE _____		NTS



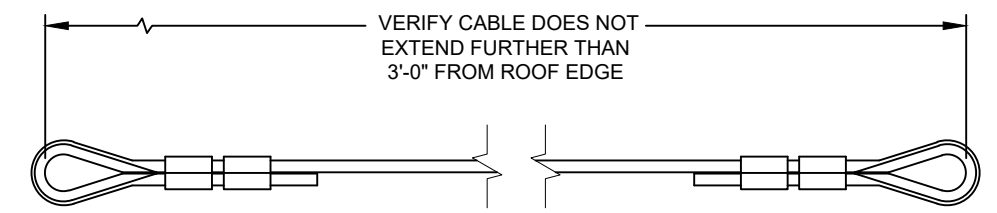
**SECTION C-C
STANCHION DETAIL**

DRAWING NOTES:

1. Remove vinyl coating from guardrail post before installing compression sleeves.
2. Verify cable does not extend further than 3'-0" from roof edge.





ROOF SAFETY CABLE

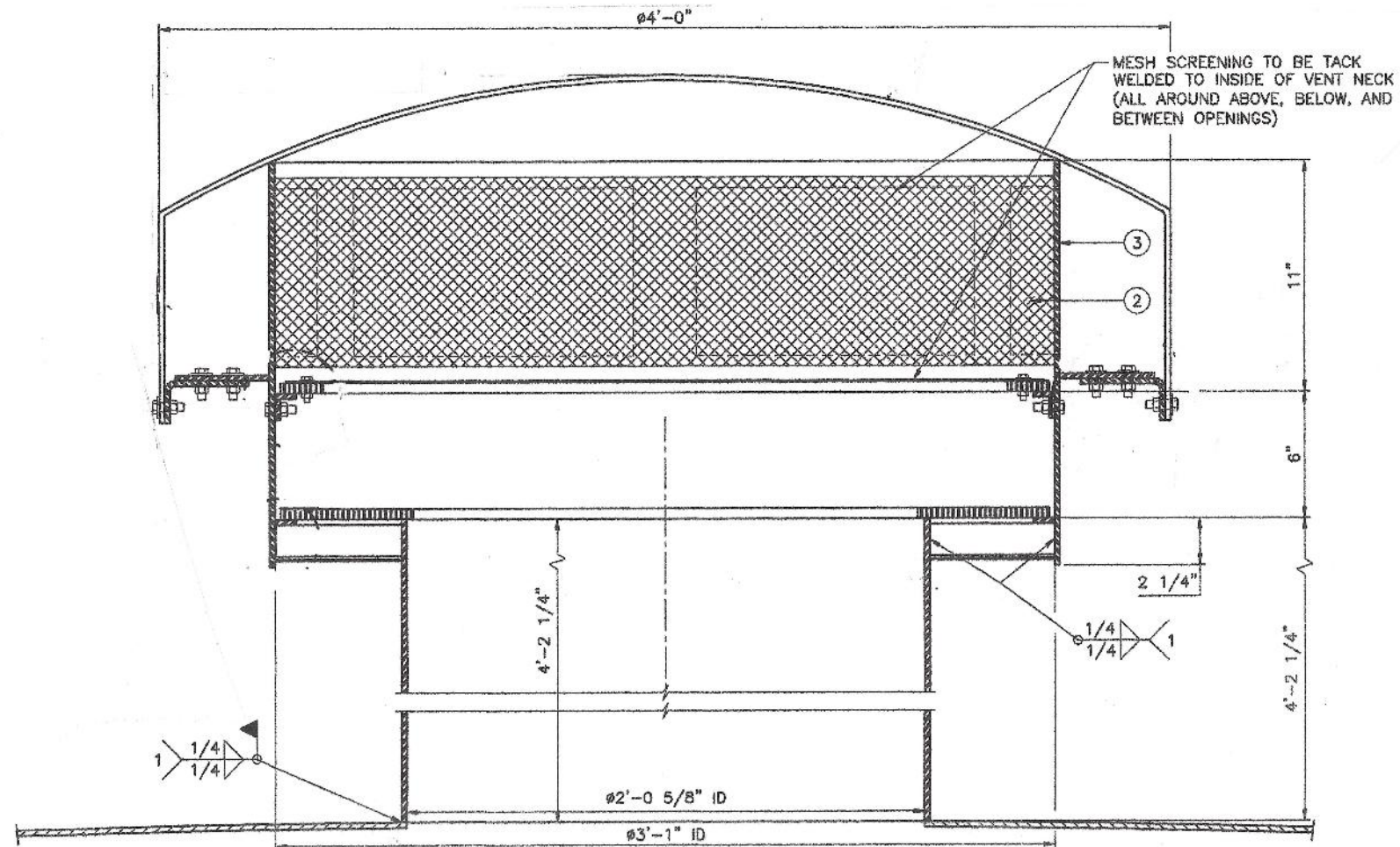


ROOF SAFETY CABLE LENGTH

ROOF GUARDRAIL-PLAN



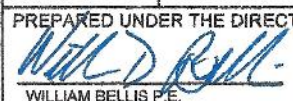
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REVISIONS	DATE	 ADVANTAGE TECHNICAL SERVICES, INC. 805-595-2282 ATS-SLO.COM	DESIGNED BY:	DRAWN BY:	CHECKED BY:	RECOMMENDED:	 TWAIN HARTE COMMUNITY SERVICES DISTRICT WATER TANK #2 RECOATING & UPGRADE PROJECT	SHEET:
	00/00/00		WB	GM	JB	OPERATIONS MGR. _____ DATE _____		4 OF 6
			PREPARED UNDER THE DIRECTION OF:			APPROVED:	ROOF FALL PROTECTION	SCALE:
			WILLIAM BELLIS P.E. _____ DATE _____			TOM TROTT, GENERAL MGR. _____ DATE _____		NTS



24" PRESSURE/VACUUM ROOF VENT

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REVISIONS	DATE	DESIGNED BY:		DRAWN BY:		CHECKED BY:		RECOMMENDED:		 TWAIN HARTE COMMUNITY SERVICES DISTRICT WATER TANK #2 RECOATING & UPGRADE PROJECT 24" PRESSURE VACUUM ROOF VENT	SHEET: 6 OF 6
	00/00/00	WB		REV TO GM		JB		OPERATIONS MGR. _____ DATE _____			
		 ADVANTAGE TECHNICAL SERVICES, INC. 805-595-2282 ATS-SLO.COM		PREPARED UNDER THE DIRECTION OF:  WILLIAM BELLIS P.E.		2/27/23 DATE		APPROVED: TOM TROTT, GENERAL MGR. _____ DATE _____			

SCALE:
NTS

PART IX APPENDIX

INDEX

Section	Title
Appendix A	Coatings Heavy Metals Testing
Appendix B	Not Used
Appendix C	Dive Inspection Report – Existing Welded Tank

APPENDIX A
Coatings Heavy Metals Testing



STOCKTON

ENVIRONMENTAL INC

LEAD SAMPLING REPORT

CONDUCTED AT:

23363 Mountain Dr
Twain Harte, CA 95383

“Tank #02”

PREPARED FOR:

Twain Harte Community Services District
22912 Vantage Point Dr,
Twain Harte, CA 95383

C/o Tom Trott

PREPARED BY:

Stockton Environmental, Inc.
Report No. 033.23 Asb/Pb
02/13/2023

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Inspection Report

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Laboratory Results	Page 4
Recommendations	Page 5
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Laboratory Report	Appendix B
Certification	Appendix C

EXECUTIVE SUMMARY

Introduction:

On February 8th, 2023 **Stockton Environmental Inc. (SEI)** performed an inspection for Asbestos-Containing Materials (ACM) and Lead Based Paint (LBP). Mr. Gabriel Munoz conducted asbestos and lead sample collection services for SEI. Mr. Munoz is an asbestos Certified Site Surveillance Technician (CSST) (certificate number 17-6014) and California Department of Public Health (CDPH) accredited Sampling Technician for Lead (CDPH # LRC-00005750) under the direction of Mr. Randolph Brooke, a Certified Asbestos Consultant (certificate number 05-3746) and Public Health (CDPH) accredited Lead Inspector (CDPH # LRC-00002684).

Scope of Services:

Lead Based Paint inspection was conducted to identify the presence of lead for compliance with the Occupational Safety and Health Administration's (OSHA) and the Environmental Protection Agencies (EPA) regulatory requirements pertaining to worker protection and waste disposal.

Regulatory Limits:

Lead

- Federal regulations define "Lead Based Paint (LBP)" as containing 0.5% or greater of lead by weight.
- Compliance with the OSHA Lead in Construction Standard, 29CFR 1926.62 is required if any lead is present.
- Federal regulations define Lead Hazardous Waste" (>50 mg.kg) via Total Threshold Limit Concentration (TTLC) method.

Site Description:

The inspection was conducted at the project site identified as 23363 Mountain Dr, Twain Harte, CA 95383. "Tank #02".

Summary of Findings

Lead - SEI's inspection of the subject site collected a total of **Four (04)** samples for analysis.

The following samples collected were reported at or above the EPA's definition of "**Lead Based Paint**" (**0.5% or greater**):

Sample ID	Paint Color / Area / Sample Location	Lead % by weight
0208.01	Paint Chip-1x1-Multicolored Tank Bottom/side N	3.4 % wt
0208.02	Paint Chip-1x1-Multicolored Tank Bottom/side S	4.5 % wt

0208.03	Paint Chip-1x1-Multicolored Tank Upper/top N	5.0 % wt
0208.04	Paint Chip-1x1-Multicolored Tank Upper/top S	9.4 % wt

SURVEY METHODOLOGY

Sample Collection:

An initial walk through of the subject site was conducted to identify homogeneous suspect asbestos materials and their respective locations. This information was then used to develop a sample collection strategy. Samples were collected with an appropriate sampling tool.

Each suspect sample was sealed in its own zip lock plastic container and labeled with a unique identification number. Sampling tools were individually cleaned before and after each sample was collected to avoid sample cross contamination. Decontamination was accomplished using single use, pre-moistened cloths.

Samples were recorded on SEI's in-house chain-of-custody form. This form accompanied the samples to Triangle Environmental Services Company Inc. (TESC) and/or EMSL Analytical, Inc. (EMSL).

Sample Analysis:

Lead - Suspect samples were subjected to analysis by AA/Flame. Sample analysis was conducted in accordance with the EPA's Method 7420.

LABORATORY RESULTS

The table provides each of the materials, sample identification number, description/ and corresponding laboratory result.

Lead Paint

Sample No.	Suspect Lead Material Specific Location	Lead Concentration Percent by Weight
0208.01	Paint Chip-1x1-Multicolored Tank Bottom/side N	3.4 % wt
0208.02	Paint Chip-1x1-Multicolored Tank Bottom/side S	4.5 % wt
0208.03	Paint Chip-1x1-Multicolored Tank Upper/top N	5.0 % wt
0208.04	Paint Chip-1x1-Multicolored Tank Upper/top S	9.4 % wt

RECOMMENDATIONS

Lead:

That you consider the renovation/demolition activities of this project as “**lead related construction work**” in accordance with CCR Title 17, division 1, chapter. 8, article 1.

- All construction work where an employee may be occupationally exposed to lead containing paint, including renovation and/or demolition, must comply with the OSHA Regulation 29 CRF 1926.62 and Cal-OSHA Title 8, CCR 1523.1
- If suspect painted surfaces, not discussed in this report are discovered during future demolition/renovation operations, all general work activities which could impact the discovered painted surface should cease until confirmation sampling can be conducted.

EXCLUSIONS AND REPORT LIMITATIONS

The information contained in this report is limited to those areas and suspect materials found to be visually accessible through reasonable means.

Thank you for using **Stockton Environmental Inc.** please feel free to contact me with any questions regarding this report at (209) 451.3017.

Sincerely,

Randolph L. Brooke

Randolph L. Brook
Vice President

Appendix A

Appendix B

Project address
COC site pic
23363 Mountain Drive



Project # 033.23

Collection Date 2/8/2023

Method of Analysis

- Flame AA
- TTLC
- STLC
- TCLP
- Other:

Turn Around

- Rush 3HR
- 6HR
- 24HR
- Other:

Technician: gbm

Laboratory: emsl

Matrix

- Bulk
- Wipe
- Paint
- Soil
- Other

Twain Harte 95383

Specific Location (s)

Water Tank

H#	Date	Count	Material type	Description	Color	Location General	Location specific
		1	Paint chip	1x1	Multi	Tank Both	N
		2					S
		3				Tank upper	N
		4	_____	_____	_____		S

Relinquished by: Sold Mease Date/Time: _____ Relinquished by: _____ Date/Time: _____

Received by: ML efr Date/Time: 2092023-0845 Received by: _____ Date/Time: _____

7905 7390 0358



EMSL Analytical, Inc

464 McCormick Street, San Leandro, CA 94577
Phone/Fax: (510) 895-3675 / (510) 895-3680
<http://www.EMSL.com> sanleandrolab@emsl.com

EMSL Order: 092303350
CustomerID: STCK78
CustomerPO: 033.23
ProjectID:

Attn: **Dwayne McAllister**
Stockton Environmental
319 East Banbury Drive
Stockton, CA 95207

Phone: (209) 981-5453
Fax: (209) 451-3017
Received: 2/9/2023 08:45 AM
Collected: 2/8/2023

Project: **033.23 - 23363 MOUNTAIN DRIVE TWAIN HART 95383**

Test Report: Lead in Paint Chips by Flame AAS (SW 846 3050B/7000B)*

<i>Client Sample Description</i>	<i>Lab ID</i>	<i>Collected</i>	<i>Analyzed</i>	<i>Weight</i>	<i>Lead Concentration</i>
1	092303350-0001	2/8/2023	2/9/2023	0.1985 g	3.4 % wt
Site: PAINT CHIP - 1X1 - MULTI - TANK BOTTOM N					
2	092303350-0002	2/8/2023	2/9/2023	0.2516 g	4.5 % wt
Site: PAINT CHIP - 1X1 - MULTI - TANK BOTTOM S					
3	092303350-0003	2/8/2023	2/9/2023	0.2578 g	5.0 % wt
Site: PAINT CHIP - 1X1 - MULTI - TANK UPPER N					
4	092303350-0004	2/8/2023	2/9/2023	0.2526 g	9.4 % wt
Site: PAINT CHIP - 1X1 - MULTI - TANK UPPER S					

Cecilia Yu, Laboratory Manager
or other approved signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted.
* Analysis following Lead in Paint by EMSL SOP/Determination of Environmental Lead by FLAA. Reporting limit is 0.008% wt based on the minimum sample weight per our SOP. "<" (less than) result signifies the analyte was not detected at or above the reporting limit. Measurement of uncertainty is available upon request. Definitions of modifications are available upon request.
Samples analyzed by EMSL Analytical, Inc San Leandro, CA AIHA LAP, LLC-ELLAP Accredited #101748

Initial report from 02/09/2023 17:41:23

Appendix C

State of California
Division of Occupational Safety and Health
Certified Site Surveillance Technician

Gabriel B Munoz

Name

Certification No. 17-6014

Expires on 08/16/23



This certification was issued by the Division of Occupational Safety and Health as authorized by Sections 7180 et seq. of the Business and Professions Code.

APPENDIX C
Dive Inspection Report – Existing Welded Tank

**INSPECTION REPORT FOR THE
TWIN HARTE COMMUNITY SERVICE DISTRICT'S
MILLION GALLON TANK #2
DECEMBER 29TH, 2017**



ADVANTAGE TECHNICAL SERVICES, Inc.

Specialty Engineering & Inspection Company

(805)595-2282

**INSPECTION REPORT FOR THE
TWIN HARTE COMMUNITY SERVICE DISTRICT'S
MILLION GALLON TANK #2**

DECEMBER 29TH, 2017

REVISION DATE: N/A

Pursuant to the California Business and Professions Code section 6735, the engineering report contained herein has been prepared by or under the direction of the following Registered Engineer:

**ADVANTAGE TECHNICAL SERVICES, INC.
6661 FERN CANYON LANE
SAN LUIS OBISPO, CA 93401
805-595-2282**

**UNDER THE SUPERVISION OF:
WILLIAM D. BELLIS**



Registered Civil Engineer, CA C55334



EXECUTIVE SUMMARY

Advantage Technical Services, Inc. (ATS) inspected the Twain Harte Community Services District's Million Gallon Tank #2 on November 29th, 2017. The internal and external conditions of the tank were examined in preparation for future rehabilitation work. Advantage Technical Services, Inc. (ATS) performed the inspection and evaluation.

The interior roof coatings and structural steel are in poor condition. Significant corrosion and metal loss are present on the rafters. This corrosion has reduced the strength of the roof. The corrosion has also roughened the surfaces which will make future coating more difficult.

The interior coatings below the water line are generally protecting the steel from corrosion except in scattered spots. The tank plate steel is in good condition overall but coatings are significantly aged and are beginning to fail. Adhesion testing showed a fair bond between the existing finish coat and the underlying paint so top coating the existing will have risks.

SCOPE, OBJECTIVE, AND LIMITATIONS

An inspection was completed on the interior and exterior of the welded steel potable water storage reservoir located in Twain Harte, California. Principle Inspector/Engineer, Will Bellis, P.E. and ATS associates provided the tank inspection.

ATS divers have experience and certifications that meet or exceed the requirements of AWWA C652 Standard for Disinfection of Water Storage Facilities and OSHA regulations for technical or commercial diving. Additionally, our team's certifications or licenses include a Registered Professional Engineer, API 653 Tank Inspector, AWS Certified Welding Inspector, National Association of Corrosion Engineers Level III Coating Inspector, and American Society of Nondestructive Testing Level III Engineer. With these applicable credentials, our team exceeds any other in the industry. The dive team has combined experience of over five hundred tank dive inspections.

The diver's air supply is supplied by air hoses from the surface using either a dive compressor or bottled air. The diver's air supply system offers triple redundancy; including a self-contained system maintained in the diver's possession and control. A full-time communication system supports documentation of findings and operational or emergency communications. All disinfection procedures are in accordance with the American Water Works Association Standard for Disinfection of Water-Storage Facilities (ANSI/AWWA C652-11).

The photographs provided within this report display representative views and subsequent analysis. Digital video, also included, provides additional documentation of the conditions.

The observations made during the inspection, and included in this report, provide a reasonable evaluation of the tank conditions at the time of the inspection. Considerations of safe access and reasonable care were observed in making and reporting the observations.

Latent defects or conditions found during subsequent cleaning, inspections, or other work at the tank must be brought to the Engineer's or Owner's attention.

OBSERVATIONS

General Tank Data

Type: Ground supported welded steel reservoir
Media Stored: Potable water
Diameter: 66'-0" (Measured Circumference: 207'-7")
Height: 40'-0"
Construction Date: 1976
Water level during inspection: Approximately 38'-6"

Foundation

The concrete ring footing foundation is in good condition overall. The tank may have originally been set on asphalt impregnated expansion joint material, commonly used at the time of construction, but the bottom is now resting directly on the concrete. This tank does not appear to have a thickened annular ring (as compared to tank #1).

Exterior Shell

The exterior shell coating is in fair condition. The coatings have protected the steel shell effectively from significant corrosion.

The coatings are aging and minor chalking is present. Chalking is a powdery, friable layer on the surface of a coating. It is normally caused by exposure to UV light and weathering. The degree of chalking indicates the level of erosion of the paint film.

The coatings have been reported to contain lead. Lead is hazardous and should not be disturbed by anyone other than those specifically trained and qualified to work with it. The lead however provides good corrosion protection.

There are 2-3 layers of paint (variation due to maintenance spot repairs). Coating dry film thickness was measured to range from 7-12 mils with 9 mils being the approximate average.

Exterior Roof

The exterior roof coating is in fair condition with minor chalking and some significant areas of general corrosion where the coating thickness has worn away. Corrosion covers approximately 2% of the roof area but none of the locations appear to have significant metal loss and corrosion rates in these conditions are likely to be low due to the climate.

Minor ponding conditions exist on some areas of the roof near the shell. Ponding is often found on tanks with low roof pitch or problems with tank erection. Extreme conditions could result in excessive roof loads but the primary concern on this tank is that the exterior coatings are exposed to submersion conditions. Typical exterior coating systems do not withstand submersion.

The coatings on the roof have been spot repaired so the number of layers of paint ranges from 2-3 (variation due to maintenance spot repairs). Coating dry film thickness was measured to range from 0-6 mils.

Interior Bottom

The coating on the interior bottom appears to be a “hot mop” style of coal tar. The coal tar extends up the shell. A few widely scattered corrosion nodules are present. The nodules are around ½” diameter.

Corrosion product from the roof structure and a light dusting of light brown material was present over the entire bottom. Corrosion product was most concentrated around the center of the tank. The sediment was not removed as part of this work scope. Interior spot repairs were not completed by the diver as part of this work scope.

Interior Shell

Interior shell plate is in good condition overall. Reddish colored staining is present on much of the interior shell. Coal tar extends up the shell from the bottom for about 4 inches. Epoxy coatings are protecting the remaining shell well overall. The worst area of coating failures is around the “door sheet” where scattered nodules are present along with some cracking and peeling coatings.

Several red oxide colored spot repairs are present. One is in ring 3 about 20 ft. clockwise of the shell door sheet. The other repair area is adjacent to the manway in quadrant 3. The area of each of these is approximately 4 square feet. Other repairs are smaller.

Interior Roof Plate

The interior roof plate steel is in fair condition but aging coatings have broken down and are in poor condition. Some significant metal loss can be seen along the lap joints. Staining is present over most surfaces. The staining appears to be the result of the increased permeability of the coatings. Cracking of the coating is visible in many areas.

Roof Structure

The roof is supported by a single center column with channel rafters and a round tubular center column. The base plate is the welded type. The most serious corrosion problems are above the water line.

The coatings and structure itself are in poor condition above the water line. Significant metal loss is present due to the corrosion. Corrosion is most concentrated near the roof vent at the center of the tank. It is estimated that the metal loss has progressed enough to cause severe roughening on the tops of the rafter flanges and sharp edges on the flanges themselves. Both of these conditions will make future preparation and coating less effective and more difficult.

Several sets of bolts are missing at the rafter to center support connections.

Cathodic Protection System

The elements of the sacrificial anode cathodic protection system appeared to be intact but the system is reported as being non-operable. The reference cell(s) appeared to be in normal operating condition.

Appurtenances

Level Gage: Gage board brackets, roof hardware and float all appear to be in fair to good condition and the gage appears to be operational.

Exterior Ladder and Cage: This area is in good condition overall. Adequate clearance is provided to the tank shell. There is no ladder below the mid platform.

Roof Guardrail: The guardrail is in fair condition overall but with minor scattered corrosion.

Roof Hatch: One lockable square roof hatch and one multi-bolt round opening are present. Corrosion, metal loss and roughening are present on the interior of the square hatch.

Internal Ladder: There is no internal ladder. Some brackets are present but they appear to be from a previous ladder installation.

Overflow: The visible exterior of the overflow is in good condition. The internal areas of the overflow weir were corroded and mostly uncoated.

Outlet: The outlet penetration in the tank bottom appeared to be in normal condition. Heavy interior corrosion was visible on the piping.

Sample Tap: Not accessed on exterior. Interior locations appeared to be in operable condition.

Roof Vent: The roof vent and screen are in fair condition. Significant corrosion was noted on the interior and hardware.

High Inlet: The PVC inlet piping is in good condition. The pipe is caulked at the shell penetration.

Manways: Two manways are present. The manways are in good condition overall but with minor corrosion on the interior.

RECOMMENDATIONS

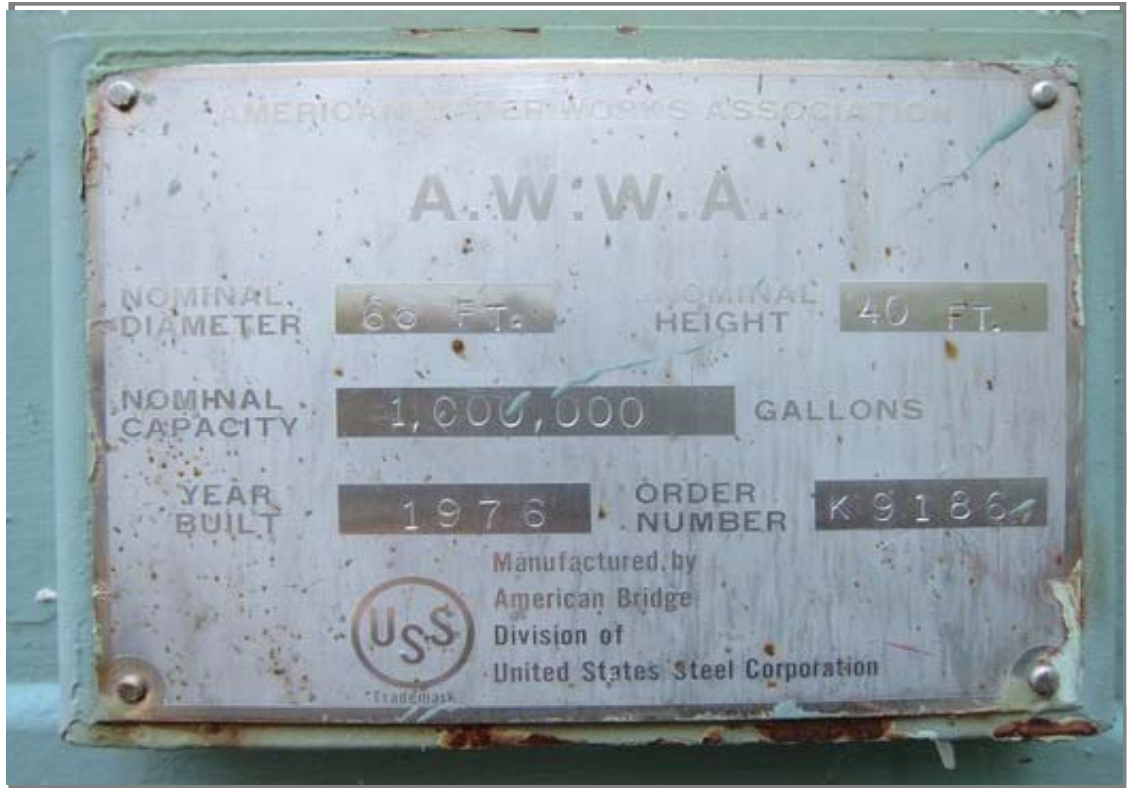
The following recommendations are based on our experience as engineers and inspectors with regard to the best industry practices used by both public and private tank owners. The intent is to provide information that will likely help lower risks, optimize water quality and increase long term value for the tank owner(s). Our scope of work does not include a safety audit or evaluation but we are making recommendations where we have noted potential issues. The owner's insurance provider or safety consultant should be consulted for a review of the safety features of this facility where desired.

1. The corrosion conditions on the upper interior necessitate preparation and coating at the earliest possible time to prevent further damage from corrosion. Plan to replace most rafters due to excessive pitting, section loss, and the challenges associated with coating the rough surfaces. Have an engineering evaluation of the roof structure with consideration of snow and seismic sloshing loads to verify appropriate rafter size. Consider installation of an additional large manway or temporary door sheet during future work to improve access during coating and repair operations.
2. Exterior coatings have been effective in protecting against corrosion but they are aging and beginning to fail on the roof. Adhesion between the existing prime coat and finish coat is fair as indicated by the cross cut adhesion testing that was completed as a part of this work. Top coating the existing system would reduce preparation cost but will also increase risk of premature failure. Removal of existing spatter should be included in the coating preparation specification for future work. Containment should be provided if exterior blasting is used (assuming lead is present).
3. Consider options to repair the roof ponding or design coatings to withstand submersion during future rework.
4. The inlet is PVC. Include applicable special provisions for coating and preparation during any future painting work.
5. Cathodic protection anodes appear to be in good condition. Remove, rehabilitate and reinstall the CP system during the future coating project.
6. The exterior ladder safety climb has been painted. Check to confirm that this does not create issues with operation and rectify if appropriate. Specify no painting during future work.
7. This tank has previously been reported as having lead based coatings. Notify personnel working on this tank that lead based coatings are likely present and that the coatings shall not be disturbed without proper training and procedures. ATS took

- samples during our visit. These should be tested by a qualified lab prior to any disturbance or action that would cause release into the environment or would otherwise expose workers or the public. Testing should include heavy metals found in coatings such as lead, cadmium and chromium.
8. Provide a designated tie off point on the roof. Since only partial guardrail is present, fall protection anchorage is required. The tie off point should be engineered for fall protection pursuant to OSHA regulations. A permanent cable lanyard affixed to the roof vent may be adequate, but this system would also require an Engineer's acceptance. ATS, Inc. or other engineers familiar with tank structures and OSHA regulations can provide assistance with meeting the applicable regulations.
 9. The roof guardrail opening at the ladder is un-protected. Instruct and document training of personnel on the use of fall protection and other applicable safety procedures when working on tank roofs and other elevated locations.
 10. Consider a review of the seismic design of the tank prior to future rehabilitation work. This type of review would include updated engineering evaluations that could help lead to improving the potential for service after an earthquake. Updates include design to prevent shell failure, improved flexibility of piping connections and new recommendations for preventing roof damage from sloshing waves. ATS recommends consideration of the tank seismic use category such as post-earthquake fire suppression, post-earthquake recovery, or service to facilities that are important to the welfare of the public.
 11. Provide annual inspections of the exposed side of the tank shell to bottom connection pursuant to AWWA D100-11. Weeds, dirt, and foreign materials should be removed from this area to eliminate or reduce trapped moisture and associated corrosion.
 12. Provide inspection of the interior and exterior along with corrective maintenance at the recommended interval of every three years pursuant to AWWA D100-11 (Forward, Section III, pg. XX).



Plan view of tanks and site (courtesy of Google).



Tank name plate.



Overall view of the MG #2 Tank.



Lower shell and concrete footing. No significant corrosion points were identified.



This view of the concrete footing and lower shell shows the typical condition found.



This view represents the typical conditions on the upper shell and shell to roof joint. The upper shell is in good condition with only minor corrosion points noted.



Welds on the exterior shell are generally smoother than the older tank #1 because the welds on this tank are mostly by a mechanized system. Some scattered spatter is present particularly in the areas of welded repairs completed manually.



This view indicates the overall condition of the roof. The roof plate (steel) is in good condition but coatings are in poor condition.



Close view of a ponding area with corrosion. Submersed exterior coatings pose a maintenance challenge.



The photo above shows the roof hatch area with guardrail. A second hatch is visible in the foreground.



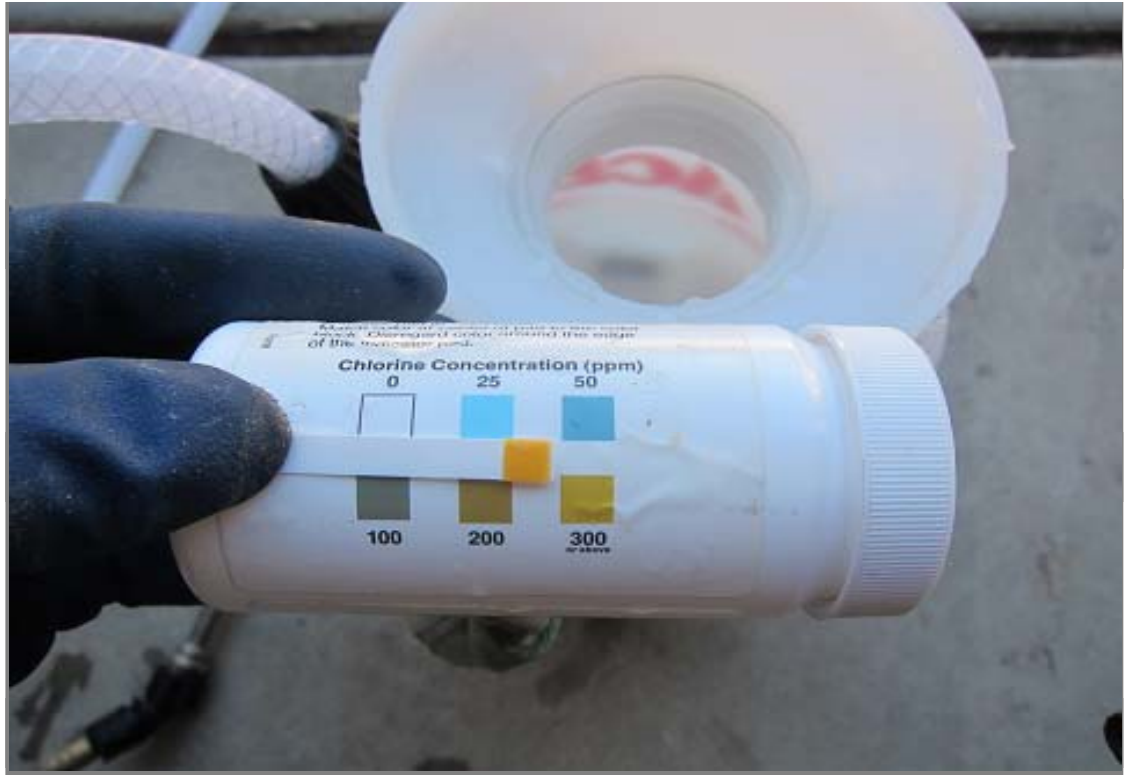
This view from the ground shows the platform, exterior ladder and cage. No significant corrosion is present. The climber safety rail has been painted.



The roof vent consists of a steel cover over a steel riser pipe.



This view of the underside of the vent hood shows that the screen is in good condition. Corrosion is present on the riser but the screen appeared to be bug proof.



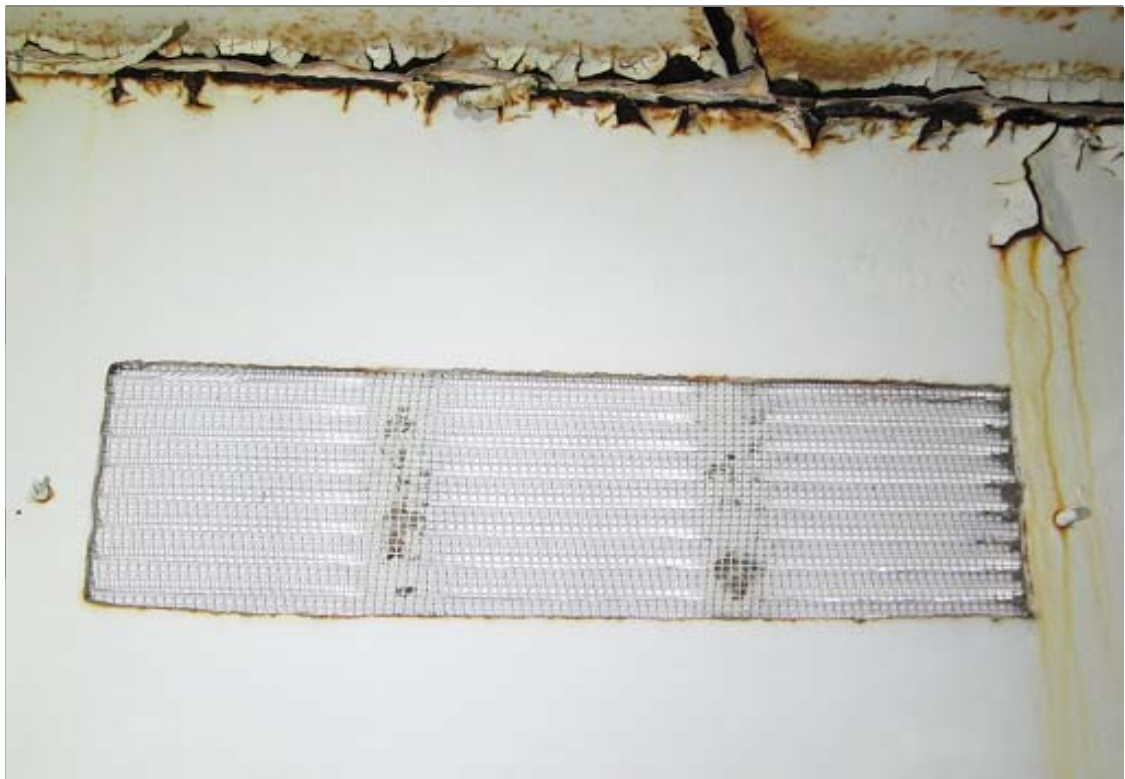
The disinfecting solution is tested to verify that it exceeds the 200 ppm free chlorine concentration level.



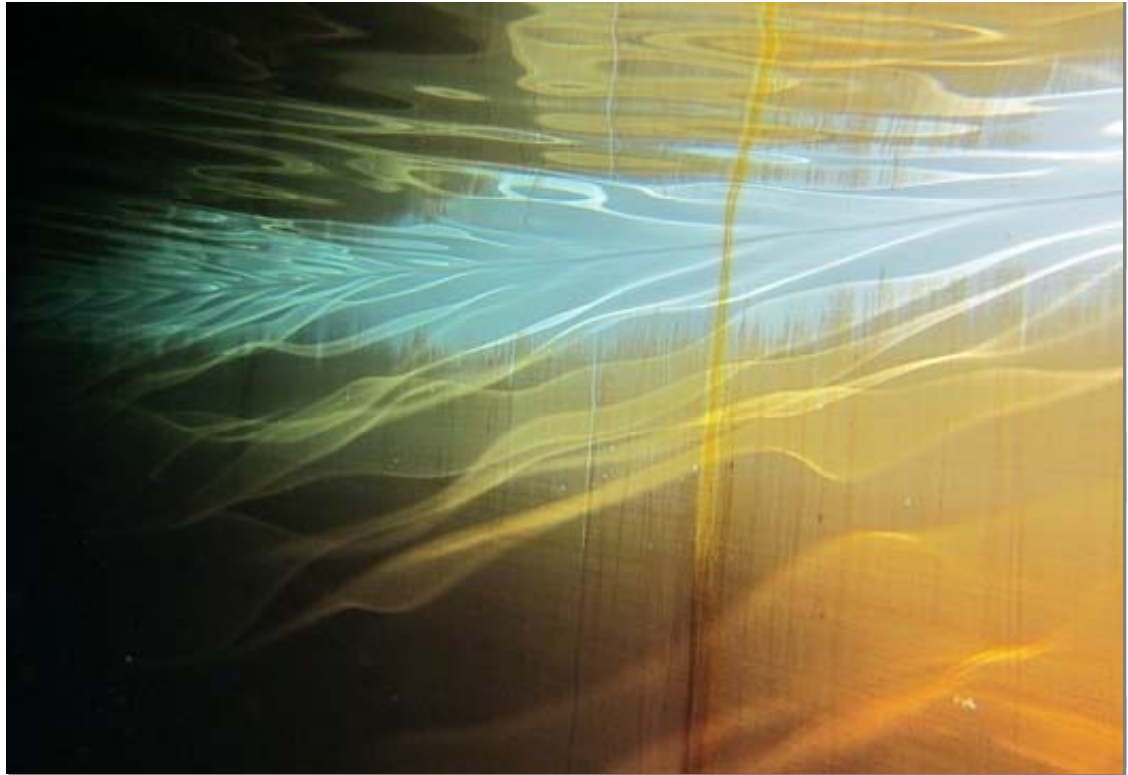
Diver and equipment are disinfected with the chlorine solution just prior to entry. This procedure is pursuant to AWWA disinfection standards for potable water diving.



Upper shell, rafter and adjacent roof. Coatings are peeling and general corrosion is present on many surfaces.



This is a close view of the upper shell showing one of the numerous shell vents.



The photo above shows the interior shell just below the water surface (submersion zone). The rust color on the shell is staining.



Interior shell in the submersion zone. This view shows a junction between a horizontal and vertical shell joint. The interior shell steel appears to be in good condition overall.



Interior shell in the submersion zone near the manway in quadrant 1. The coatings are cracking and corrosion is present.



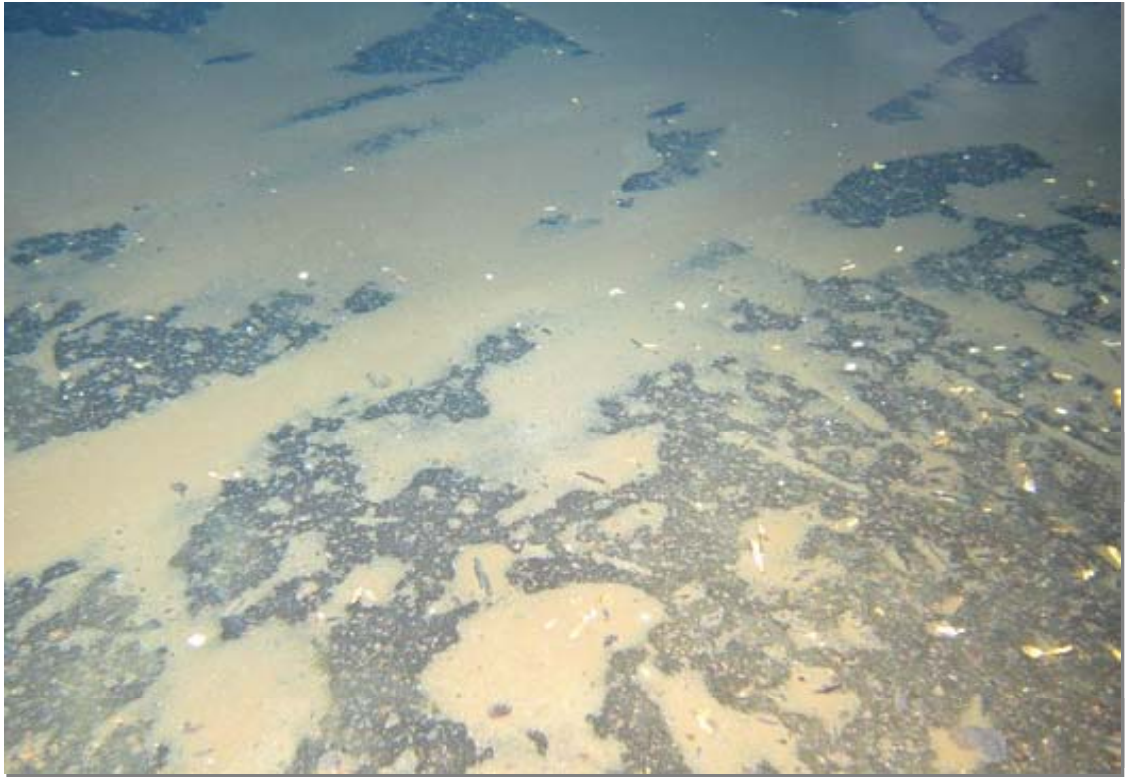
This view of cracked coatings is where a shell opening (door sheet) was cut and re-welded upon completion of the work. This area has a particularly high concentration of coating failures.



Lower shell and tank bottom. Coatings are in fair condition overall in this zone.



This photo shows an area of the lower shell where coatings are failing. This is an example of the worst condition in this zone.



This photo shows the typical condition of the bottom. Sediment removal was not completed with this inspection.



This additional view of the bottom shows some of the corrosion product from the rusting roof rafters above.



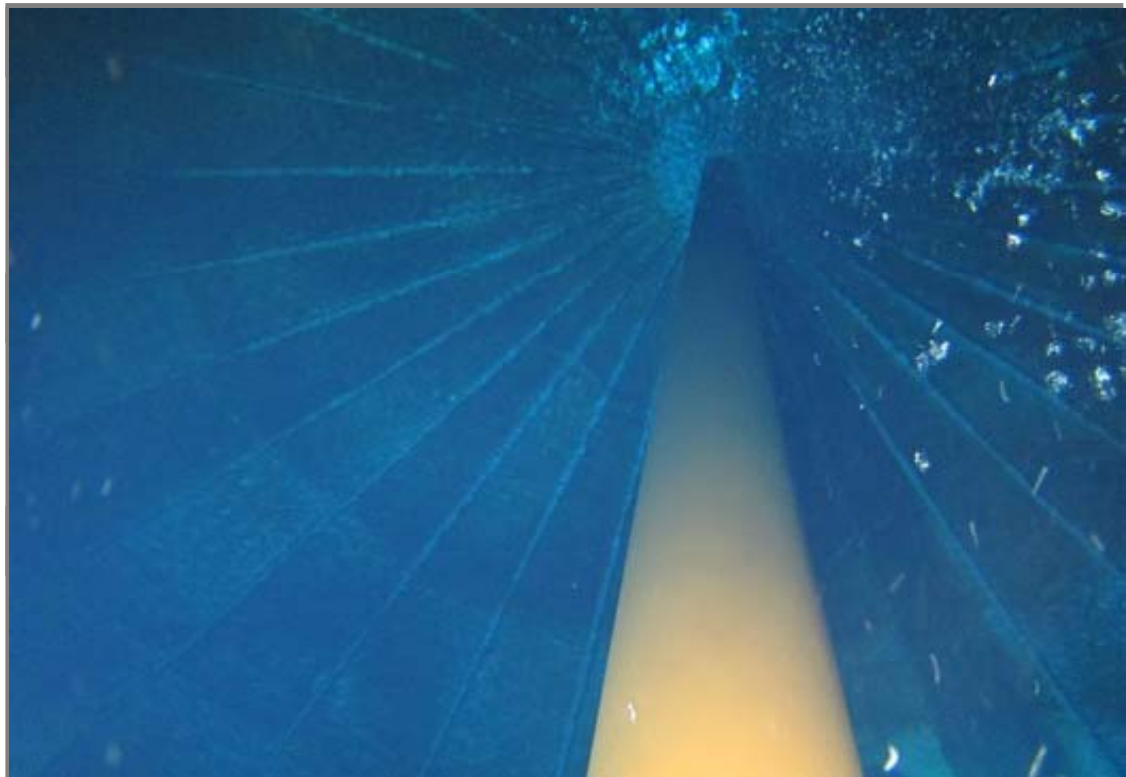
Additional view of interior bottom with coating chip from a roof rafter.



Bottom at the center support.



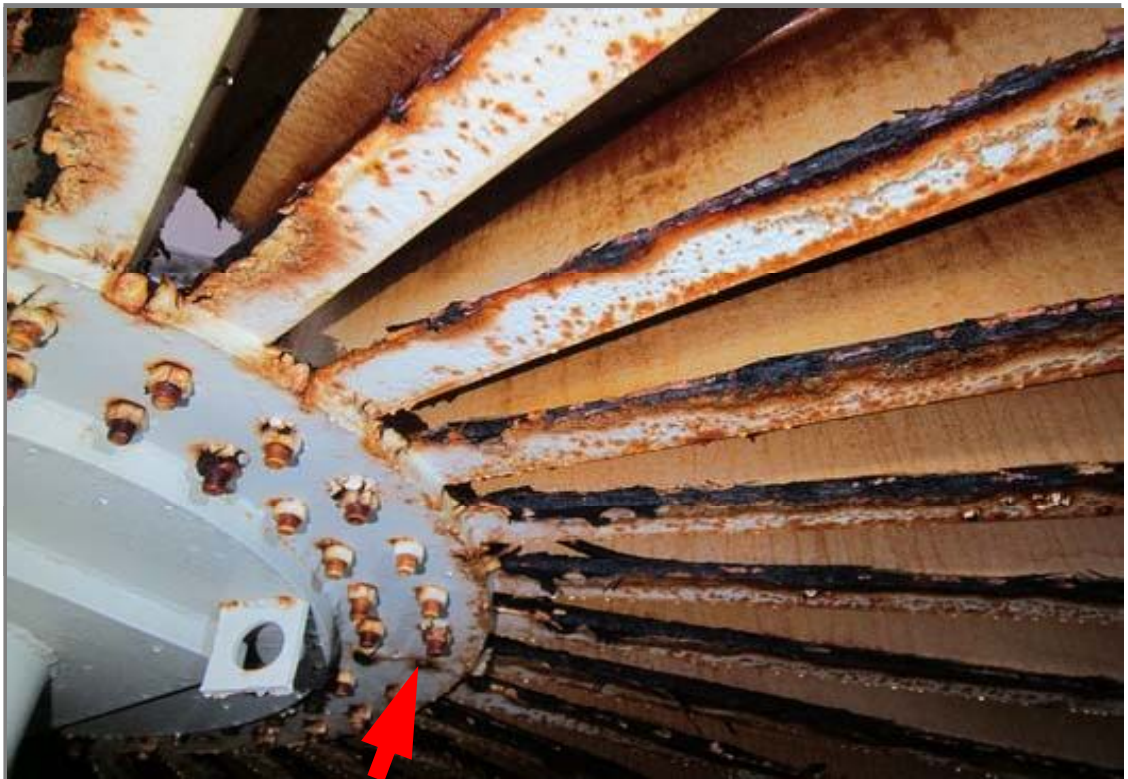
This view shows the column base plate and adjacent bottom plate. Coatings are in poor condition overall on the column and base plate.



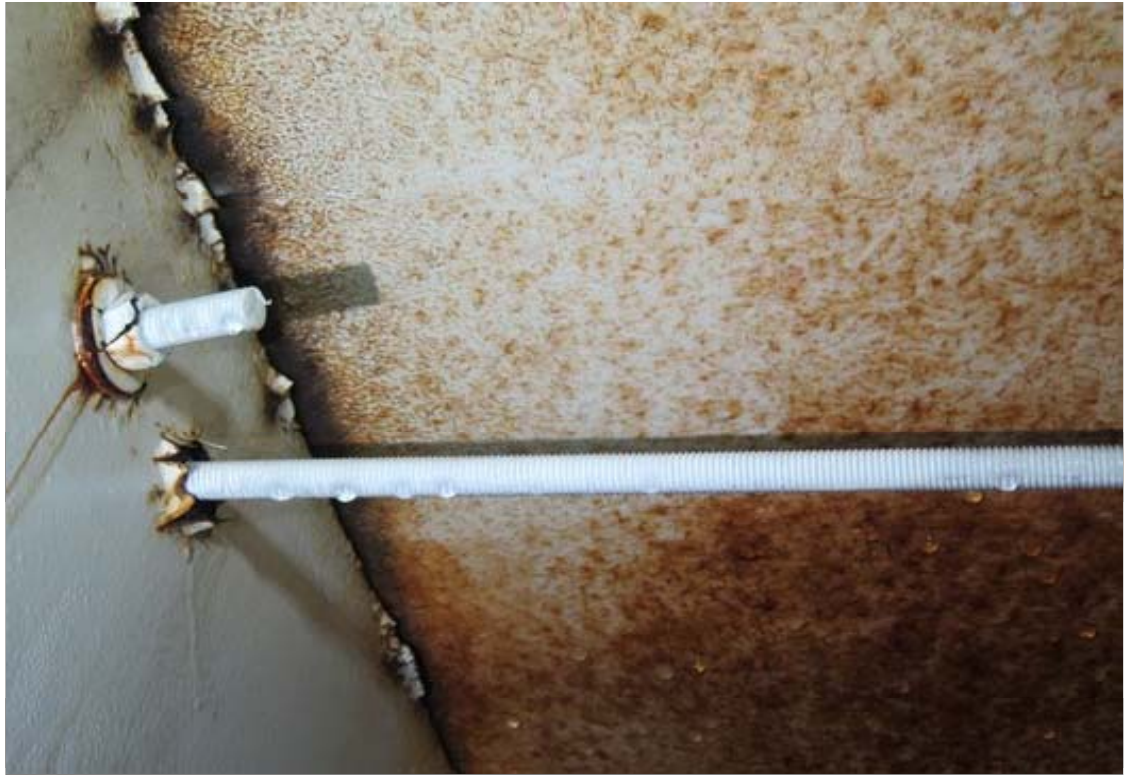
This shot was taken looking upward at the center column. The column is in good condition overall.



Upper center column, rafters and roof plate. Significant corrosion and associated metal loss are present.



Close view of the center support and rafters. Coating failure and associated corrosion are visible. Several sets of bolts are also missing one of which is shown at the arrow.



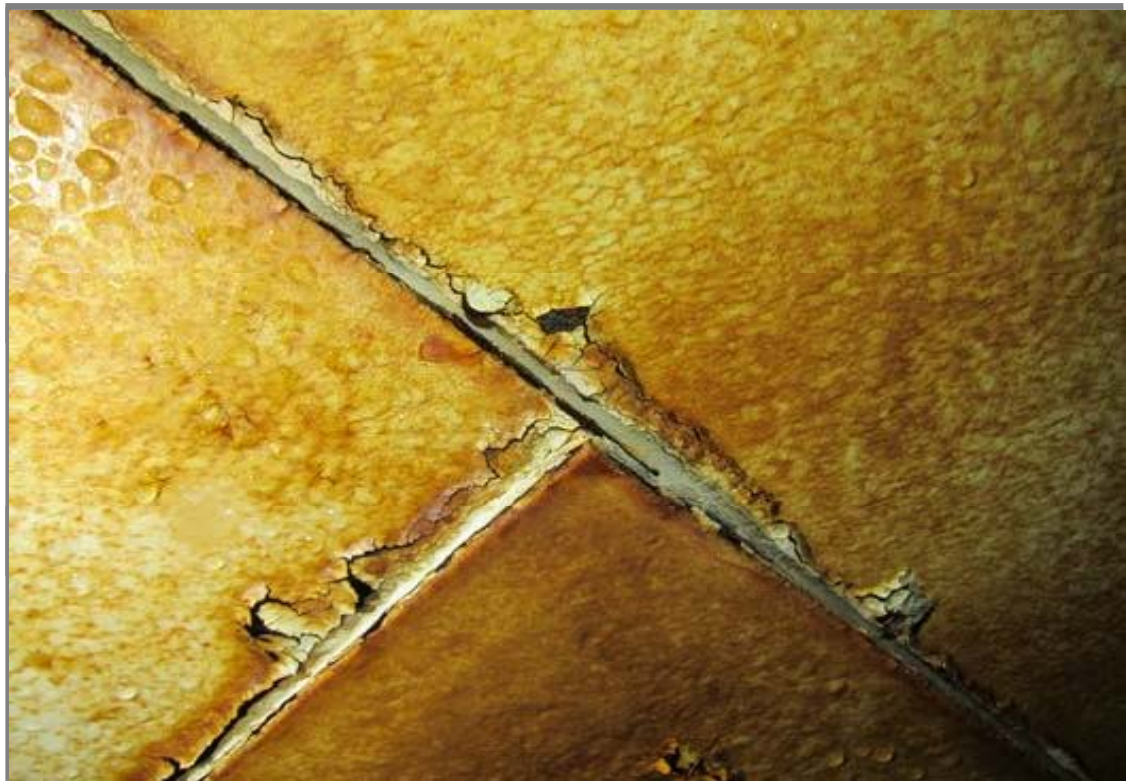
Rafter bracing at the connection to the web of a channel rafter on the interior roof.



A typical rafter with serious metal loss due to corrosion on the flanges.



This broad view of the roof is looking toward the roof hatch from near the center.



Interior roof plate lap. This view shows the concentrated corrosion that is present at lap joints along with the general corrosion on the plate.



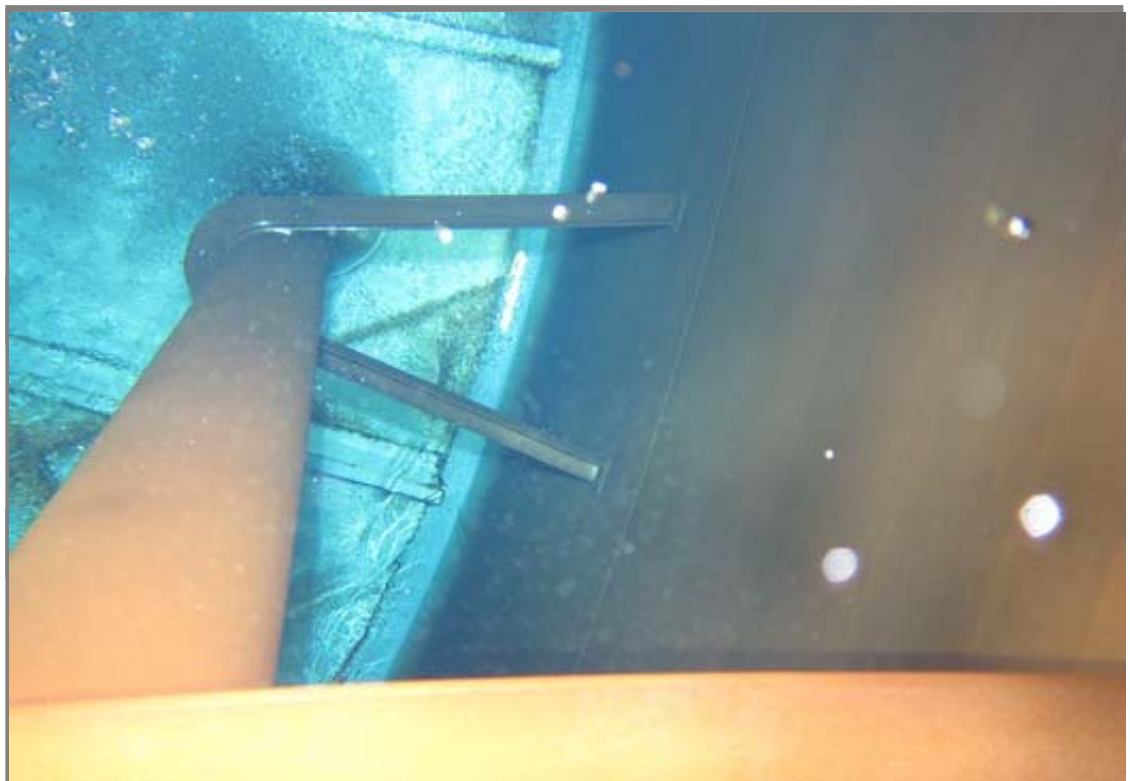
View of the roof hatch from the interior. The diver's entry ladder is visible.



Corrosion on the interior side of the roof hatch.



Interior of the overflow weir.



Overflow riser pipe looking upward.



The drain is located approximately 4 ft. from the shell.



An additional view showing the interior of the drain.



Interior bottom with the outlet penetration.



Corrosion nodules on the interior of the outlet pipe.



Interior view of the shell manway near quadrant 3. A spot repair is visible to the right and some significant corrosion is present below the manway.



Shell manway in quadrant 1 as viewed from the interior. The spots shown at the right are areas of significant corrosion with a 3/4" diameter nodule at the arrow.



These cathodic protection system reference cells are located below the roof hatch.



Typical view of a cathodic protection hand hole cover in good condition as viewed from the exterior roof.



Adhesion was evaluated with a cross cut tape test and found to be 2A-3A.
This location was on the exterior roof.



Adhesion was evaluated with a cross cut tape test and found to be 2A-3A.
This location was on the exterior shell at the mid platform.



Chalking was evaluated pursuant to ASTM D4214, test method A. Chalking is approximately a No. 7 valuation as compared to photographic reference standard No. 1



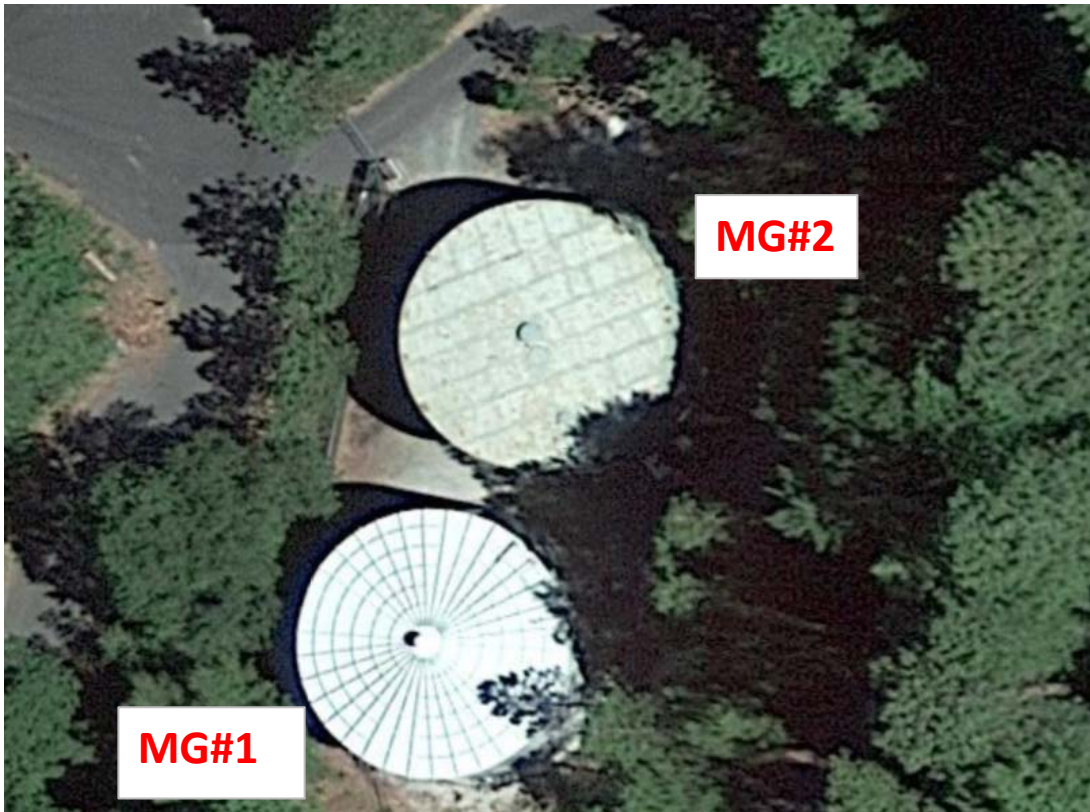
Scattered areas of spatter are present on the shell and roof welds. The area shown above is a repair completed manually. The weld on the left is by a mechanized system.

APPENDIX D

PROJECT LOCATION & EXISTING CONDITIONS



Project site location. 23363 Mountain Dr., Twain Harte, Ca
GPS Coordinates: 38.045823°N, -120.228031°W



Plan view of site. MG#2 is the tank being rehabilitated in this project. MG#1 was previously rehabilitated.

TITLE: PROJECT SITE LOCATION

PROJECT: MG#2 WATER TANK RECOATING AND UPGRADE PROJECT

DATE: 12/2/22

Appendix D-1



View of interior roof of previously rehabilitated MG#1 showing the desired style of structure on the MG#2 replacement roof.



View of exterior roof of previously rehabilitated MG#1. The new roof, vent and guardrail on this MG#2 Rehabilitation project is to be similar.

TITLE: DESIRED DESIGN DETAILS FOR MG#2

PROJECT: MG#2 WATER TANK RECOATING AND UPGRADE PROJECT

DATE: 11/8/22

Appendix D-2



Desired roof configuration of new guardrail, and hatch at existing exterior ladder as seen on previously rehabilitated Tank #1.



Signage required on new roof hatch.



Interior shell at top corner of previous temporary shell opening ("door sheet").



MG#2 Existing roof hatch, guardrail and appurtenances.

Modify guardrail as appropriate for attachment of the new lower ladder and cage.



PVC high inlet

Verify dimensions and provide new platform grating.

MG#2 Existing ladder platform. A new low section of ladder to the platform and appropriate additional guardrail and new grating on the platform are part of the scope of work.

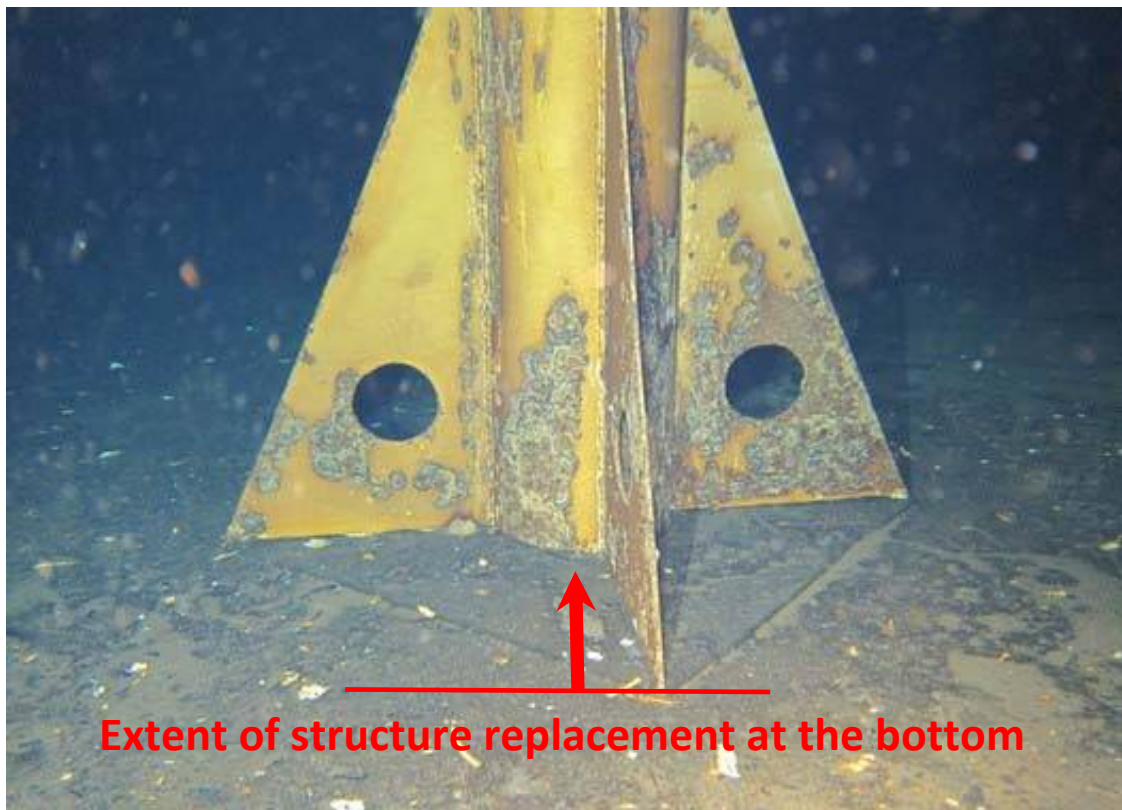


Extent of roof replacement at shell

MG#2 existing rafter and shell clip and extent of roof replacement at the shell.



MG #2 existing roof plate, interior center support and rafters to be replaced.



Existing MG#2 center column base plate and extent of roof structure replacement at the bottom.



Acceptable support for PVC high inlet as shown on MG tank #1.



Existing PVC in high inlet pipe on MG#2 that will require protection during work and support from the new roof.

TITLE: INLET SUPPORT
PROJECT: MG#2 WATER TANK RECOATING AND UPGRADE PROJECT
DATE: 12/2/22



View of acceptable shell vent closure.



View of typical existing shell vent. Cover plates are to be installed as part of the Work.



Board Meeting Agenda Item Summary

May 10, 2023

ITEM #:	06J	ITEM TYPE:	<input type="checkbox"/> Discussion <input type="checkbox"/> Action <input checked="" type="checkbox"/> Both
SUBJECT:	Discussion/action to adopt Resolution #23-18 - Awarding a Contract to Public Restroom Company for Prefabricated Restrooms for the Twain Harte Meadows Park Project.		
RELATION TO STRATEGIC PLAN:	<input type="checkbox"/> N/A <input checked="" type="checkbox"/> Advances Goal/Objective #'s: <u>3.2</u>		

RECOMMENDED ACTION:

Adopt Resolution #23-18 – Awarding a Contract to Public Restroom Company for Prefabricated Restrooms for the Twain Harte Meadows Park Project.

SUMMARY:

The District recently obtained two grants to complete the Twain Harte Meadows Park Project (Meadows Project), which will transform a vacant, 1-acre parcel into a beautiful recreation area designed to gather families, friends and community members together to relax, play and enjoy Twain Harte’s mountain charm. One of the grants has a strict project completion deadline that requires the Meadows Project to be completed by the end of summer 2024.

The Meadows Project will include restrooms to support its visitors. During its design phase, staff and consultants identified pre-fabricated bathrooms as the most economical and long-lasting solution for the restrooms. The only drawback of pre-fabricated restrooms is lengthy manufacturing lead times of up to one year. The District plans to bid the Meadows Project in the next couple months, but including the restroom in the work will not provide sufficient time to meet grant deadlines. Therefore, the District must self-procure the pre-fabricated restrooms now, before the remaining work is bid.

Staff recommends the District award a purchase order contract to Public Restroom Company in the amount of \$269,934 to procure the restrooms to ensure grant deadlines are met. Procurement details are presented in the attached contract proposal, which was obtained by the District through Sourcewell cooperative purchasing Contract #081721-PRM. Sourcewell is a public agency that was established with the statutory purpose to assist other public agencies in meeting specific needs which are more efficiently delivered cooperatively than individually. Sourcewell is authorized to establish competitively awarded cooperative purchasing contracts on behalf of itself and its participating agencies and follows the competitive contracting law process to solicit, evaluate, and award cooperative purchasing contracts for goods and services. The Board entered a Participation Agreement to become a Sourcewell member in March 2023, authorizing the District to use Sourcewell cooperative purchasing contracts. District Policy #3040 (Purchasing and Expense Authorization) also authorizes use of cooperative purchasing to award a contract or purchase order.

FINANCIAL IMPACT:

Awarding a purchase order contract to Public Restroom Company for the provision of pre-fabricated restrooms will cost \$269,934. This expense is included in the Fiscal Year 2022-23 Meadows Project budget of \$2,434,800 and is estimated to be approximately \$50,000 less than other restroom solutions.

ATTACHMENTS:

- Resolution #23-18 – Awarding a Contract to Public Restroom Company for Prefabricated Restrooms for the Twain Harte Meadows Park Project.

**TWAIN HARTE COMMUNITY SERVICES DISTRICT
RESOLUTION NO. 23-18**

**AWARDING A CONTRACT TO PUBLIC RESTROOM COMPANY FOR
PREFABRICATED RESTROOMS FOR THE TWAIN HARTE MEADOWS PARK
PROJECT**

WHEREAS, the Twain Harte Meadows Park Project (Meadows Project) will transform a vacant, 1-acre parcel into a beautiful recreation area designed to gather families, friends and community members together to relax, play, and enjoy Twain Harte's mountain charm; and

WHEREAS, the Meadows Project is completely funded by grants with strict schedule requirements; and

WHEREAS, said grants also require inclusion of a public restroom building; and

WHEREAS, District staff and consultants identified pre-fabricated restrooms as the most economical and long-lasting solution for the Meadows Project restroom; and

WHEREAS, due to lengthy lead-times for pre-fabricated restroom manufacturing, the District must procure the pre-fabricated restroom now, ahead of bidding the remaining Meadows Project work, to complete the project within the required grant timelines; and

WHEREAS, the District utilized Sourcewell, a public agency with the statutory purpose of assisting public agencies by establishing competitively awarded cooperative purchasing contracts on behalf of itself and its participating agencies, to identify a competitively bid contract (Contract #081721-PRM) to Public Restroom Company for pre-fabricated restrooms; and

WHEREAS, the Board authorized the District to become a Sourcewell member and to participate in its cooperative purchasing contracts by jointly exercising powers as provided for in California Government Code Section 6502; and

WHEREAS, Sourcewell follows the competitive contracting law process to solicit, evaluate, and award cooperative purchasing contracts for goods and services; and

WHEREAS, District Policy #3040 (Purchasing and Expense Authorization) authorizes use of cooperative purchasing to award a contract or purchase order; and

WHEREAS, through Sourcewell's competitively bid and awarded Contract #081721-PRM, the District obtained pricing for a pre-fabricated restroom for the Meadows Project and desires to award a purchase order contract to Public Restroom Company in the amount of \$269,934; and

WHEREAS, approval of said purchase order contract will enable the District to meet its grant schedule requirements while ensuring it obtains a competitively priced, long-lasting, quality restroom.

NOW THEREFORE, BE IT RESOLVED, by the Board of Directors of Twain Harte Community Services District that:

1. A purchase order contract in the amount of \$269,934 is awarded to Public Restroom Company through Sourcewell cooperative purchasing Contract #081721-PRM for the provision of pre-fabricated restrooms for the Meadows Project; and
2. The General Manager is authorized to execute said purchase order contract and all other documents needed to complete the procurement and delivery of the pre-fabricated restrooms; and

PASSED AND ADOPTED, by the Board of Directors of Twain Harte Community Services District at their Regular Meeting held on May 10, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

Eileen Mannix, Board President

Kimberly Silva, Board Secretary

Price Proposal: Twain Harte Meadows - City of Twain Harte, CA
Date: May 4, 2023
Reference: Option A / 11613A-4/25/2023-0
Sourcwell: Contract # 081721-PRM

Our Offer to Sell:

- 1. Restroom Building delivered to site @ (\$ 255,730) - Sourcwell discounted price \$ 242,944**
Public Restroom Company (PRC) herein bids to *furnish (building only per plans and specifications, delivered to site with all costs except installation including applicable taxes excluding retention.* (Retention is not allowed as this is materials or a product fully assembled before shipment to the site and therefore not subject to retention.)

- 2. Installation: Turnkey Installation of the Building above @ \$ 26,990 with retention allowed.**
Public Restroom Company also includes in this two-part quotation our turnkey installation package for this building. Our national factory authorized installation team will:
 - a. Arrive onsite to confirm and verify the Owner/General Contractor provided scope of work in preparation for installation including access to the site.
 - b. Verify the building pad size, building corners, finished slab elevation, utility depth and location, meter size and distance from building, and compaction compliance.
 - c. Excavate the utility trenches for placement of our prefabricated underground piping tree for the buildings plumbing and electrical, set the kit in place, provide the water test for inspection before backfilling, and then place the site adjacent coarse sand you provide to us alongside the building pad and screed it level for final building placement. We will need onsite water availability for wetting the sand bed before building placement to consolidate the pad.
 - d. Set the building on the site pad.
 - e. Connect the utility piping stub ups to the building piping stub down building points of connection for water, sewer, and electrical conduit to the building internal electrical panel.

- 3. Owner/General Contractor Final Tie In of Utilities and other site work:**
 - a. The Owner/Contractor is responsible for making all **final plumbing connections** at the 6' POC locations.
 - b. The Owner/Contractor is responsible for pulling wire and completing all final tie-ins to the electrical panel from the 6' POC location.
 - c. The Owner/Contractor is responsible for preparing the pad/foundation. PRC will trench through provided pad/foundation to run utilities to 6' POC locations.

- 4. Total Cost of building and installation @ \$ 269,934**

OWNER/GENERAL CONTRACTOR SCOPE OF WORK WITH/WITHOUT FOOTINGS:

Scope of Work Background:

Owner/General Contractor shall survey the site, establish survey for the building pad and prefabricated building slab elevation and front corners, excavate for building footings (if required), locate footing sleeves for electrical, waste, and water, pour the footings (if required), furnish sand base adjacent to subgrade pad, and provide location for utility POC's nominally 6' outside the foundation.

Preparation of Building Pad:

Owner/General Contractor is responsible for providing the building subgrade pad or when required footings to frost depth per Public Restroom Company design specifications. PRC will provide detailed drawings for the subgrade building pad, utilities POC's, and if required the footings, attached to this scope of work.

Subgrade Pad/Foundation Requirements:

1. Owner/General Contractor shall survey the building site and provide a finished slab elevation for the prefabricated building. The building pad size we require is larger than the final actual building footprint. Provide building front corner stakes with 10' offsets.
2. Excavate the existing site to the depth of the required footings to local code if required.
3. Furnish coarse concrete sand adjacent to subgrade pad so PRC can cut the utility trenches, install underground utilities, and screed sand.

Owner/General Contractor verification of site access to allow Building Delivery:

1. You certify to PRC that suitable delivery access to the proposed building site is available. Suitable access is defined as 14' minimum width, 16' minimum height, and sufficient turning radius for a crane and 70' tractor-trailer.
2. Our cost is based upon the crane we provide being able to get within 35' from the building center and for the delivery truck to be no more than 35' from the crane center picking point.
3. If the path to the building site traverses curbs, underground utilities, landscaping, sidewalks, or other obstacles that could be damaged, it is the Owner/General Contractor's responsibility for repair and all costs, if damage occurs.
4. If trench plating is required, it shall be the cost responsibility of the Owner/General Contractor.
5. If unseen obstacles are present when site installation begins, it is the Owner/General Contractor responsibility to properly mark them and verbally notify PRC before installation.
6. If weather becomes an issue for safety or site installation delays due to weather, Owner/General Contractor or PRC with General Contractor's confirmation may call-off set. If building set is stopped, relocation of the building modules to an onsite or offsite location may incur additional costs to Owner/General Contractor.

Installation Notice and Site Availability:

PRC will provide sufficient notice of delivery of the prefabricated building. The Owner/General Contractor shall make the site available during the delivery period. During the delivery period, on an

improved site, Owner should stop site watering several days before delivery to minimize the impact on the soils for the heavy equipment needed for installation.

Caution: *If site is not ready for our field crew to perform their installation and if no notice of delay in readiness from Owner/General Contractor is received, PRC will provide a change order for re-mobilization on a daily basis until the site is ready for us. Ready means that the site pad is completed, the corner required survey stakes are in place, the slab elevation stakes are in place, the location of the front of the building is confirmed on site, and access to the site is available from an improved roadway. Owner/General Contractor shall sign the change order before we will continue delivery.*

Public Restroom Company will “turn-key” set the buildings including the hook up of utilities inside the building (only) when they are available. PRC will use its own factory trained staff for the installation.

Utility Connections:

1. PRC to complete all internal building plumbing connections and connections from the electrical panel to building’s fixtures. The Owner/ Contractor is responsible for making the **final plumbing connections** at the 6’ POC locations.
2. The Owner/Contractor is responsible for pulling the wire and completing the final tie-in to the electrical panel from the 6’ POC location.
3. The Owner/Contractor is responsible for commissioning the building once final utility connections are made. This includes flushing & testing all water service lines before final startup.

Special Conditions, Permits, and Inspection Fees:

Follow any published specifications governing local building procedures for applicable building permit fees, health department fees, all inspection fees, site concrete testing fees, and compaction tests, if required by Owner. PRC is responsible for all required State inspections and final State insignia certification of the building, if applicable.

Jurisdiction for Off-site Work:

Jurisdiction, for permitting and inspection of this building shall be either the State agency who manages prefabricated building compliance in the state or the local CBO (when the State does not provide certification.) If the responsibility for building inspection is the local CBO, we will provide a certified plan set, calculations, and a third-party engineer inspection report for any and all closed work the local official cannot see.

PUBLIC RESTROOM COMPANY SCOPE OF WORK:

Our In Plant/Off-Site Construction Scheduling System:

PRC has several off-site manufacturing centers in the United States, strategically located, with the proper equipment and trained staff to fabricate our custom buildings to our high-quality fit and finish standards. PRC manages quality control in our off-site production facility to comply with the approved drawings and provides an inspection certification and photos as required. When proprietary materials,

which we have designed and fabricated, are part of the project, PRC supplies the manufacturing centers with these proprietary PRC components. We then schedule the in-plant construction process to coordinate with your delivery date through our Operations Division field staff. We guaranty on time at cost delivery weather permitting.

Special Payment and Progress Billing Terms:

Invoicing begins on the 30th of the month following an order and/or the acceptance of the proposal/contract. The first progress billing invoice will be issued for the commencement of design and engineering of architectural plans. This will be 10% of the contracted amount. Once construction begins invoicing will commence monthly based on plant percentage of completion, supported by photographs.

In the event of project stoppage, additional fees may be assessed for re-mobilization, storage, crane costs, etc. ***Our discounted project costs are based upon timely payments. Delays in payment could change delivery schedules and project costs.***

Delivery and Installation:

Site Inspection:

PRC staff, upon site arrival, will verify the required dimensions of the building pad and the corner locations/elevation. We will also verify the delivery path from an accessible road or street and install the underground utilities to the point of connection nominally 6' from the exterior of the building.

Installation:

PRC will install the building turn-key, except for any exclusion (listed under "Exclusions," herein.)

Installation of Utilities under the Prefabricated Building:

We fabricate off-site an underground utilities (water, and DWV piping and fittings) preassembled plumbing and electrical tree. Our site staff will set the underground tree into code depth excavated trenches and our staff will install the coarse concrete sand to bed the piping per our submitted drawing.

We provide all the buildings under-slab piping including the driven electrical ground rod. The Owner/General Contractor brings utility services to within 6' of the pad and are responsible for final connections at that point.

Connection of Utilities Post Building Placement:

After placement of the building on the pad by PRC, our field staff will tie in the water and sewer connection "inside" the building only and terminate at a point of connection (POC) outside the building clearly marked for each utility service. The Owner/General Contractor is responsible for final utility point of service connections at the nominal 6' from building locations.

Electrical:

PRC provides the electrical conduit to the POC 6' from the building. The Owner/General Contractor pulls the wire and ties it off on the electrical panel.

Plumbing:

PRC provides the POC up to 6' from the building footprint and the Owner/General Contractor connects the water to our stub out location.

Sewer:

Some sites depending on the local jurisdiction will require an outside house trap which Owner/General Contractor shall install if needed. PRC will provide you with a sewer point of connection including a clean out to which Owner/General Contractor will terminate the site sewer service.

Testing of Water, Sewer, and Electrical in Plant and Final Site Utility Connection:

Before the building leaves the manufacturing center, PRC certifies a pressure water piping test, DWV, and the electrical connections for compliance with code. While the building is fully tested for leaks at the plant before shipment, road vibration may loosen some plumbing slip fittings and require tightening once the building services (water) is completed. Owner/General Contractor is responsible for minor fitting tightening to handle small slip fitting leaks caused by transportation.

Time of Completion:

PRC estimates a 240 calendar day schedule to complete our scope of work from receipt of written notice to proceed together with signed approved architectural submittals; including final construction documents and structural calculations from all authorities required to approve them.

Exclusions/Exceptions:

- 1. Access issues for delivery of the building by a clear unobstructed path of travel from an improved roadway to the final installation pad or foundation may cause site delays and extra cost at each site. This exclusion covers sites whose access is limited by trees, inaccessible roadways, overhead power lines at location where crane will lift building, grade changes disallowing our delivery trailers with only 4" of clearance to grade, berms, or uneven site grades, or when the path of travel is over improvements such as sidewalks, all of which are not within the scope of work by PRC. On some sites without on-site storage availability for buildings that cannot be set, relocation to a proximal crane yard and later relocated to the site for installation, will incur additional fees at rates that vary depending on local rates. PRC will provide written costs for this additional work by change order.**
- 2. If weather on site causes site delivery issues, the delivery may have to be diverted to an off-site location and the additional costs will be a change order to the bid. Our staff works with the Owner/General Contractor in advance to make sure sound decisions for delivery are made to avoid this issue. But sometimes Owner/General Contractor take risks for weather, but this risk is clearly at the Owner/General Contractor risk, not PRC.**
- 3. Sidewalks outside the building footprint.**
- 4. Trench plates or matting needed for protection of site soils, sidewalks, hardscaping, or site utilities shall be the responsibility of the Owner/General Contractor. Any site soils damage or other site improvements if damaged during installation shall be the responsibility of the Owner/General Contractor.**

5. **Not responsible for removing any soil, sand, or other debris as a result of trenching or installation.**
6. **Survey, location of building corners, finish floor elevation, excavation, and construction of subgrade building pad and footings (if required) per PRC plans.**
7. **Soil conditions not suitable for bearing a minimum of 1500 PSF with compaction to 90% maximum dry density shall require Owner/General Contractor correction before building placement. If no soils testing report is available before bid, Owner/General Contractor must verify site supporting soils at a minimum of 1500 PSF because that is the least we can place our structures on or Owner/General Contractor or engineer of record must design a foundation system to meet the imposed loads of site placement.**
8. **Improper water pressure, an undersized meter, or improper water volume flow to the building may necessitate a change order for installation of a building internal diaphragm tank to provide the minimum flow rate and static pressure of up to 60 PSI and a minimum of 40 PSI to properly flush the fixtures. Building water service chlorination, post installation, shall be by Owner/General Contractor.**
9. **Our bid included crane costs are based on a maximum 35' radius from the center pin of the crane (10' back from the rear of the crane) to the building center point of the furthest building module roof. If additional distance requires a larger crane, additional costs will be assessed by change order to the Owner/General Contractor.**
10. **Bonds, building permits, a site survey, special inspection fees, minor trash removal (nominally one pickup truck of shipping materials), final utility connections to the on-site water, sewer and electrical are by the Owner/General Contractor. Since the building is fully inspected and tested in plant, minor plumbing leaks (if water is not available when building site work installation is completed) is by the Owner/ General Contractor.**
11. **Site Traffic Control, if applicable, shall be by Owner/ General Contractor, not PRC.**
12. **Any equipment installation, site work or special inspections other than described within this proposal, shall be by Owner/General Contractor.**
13. **Backflow certification if applicable by Owner/ General Contractor.**

Insurance and Prevailing Wage Certification:

PRC shall comply with the required insurance requirements, wage reports, and safety requirements for the project, including OSHA regulations.

Special Insurance to protect the Building before acceptance:

As PRC requires payment for each month of off-site construction, and since the building is not on owner property where their insurance will cover the building, we maintain a special policy that insures the property even when paid for off-site until the building is finally accepted by the owner. This special policy protects the Owner's custom ordered materials to be used in the fabrication of the building during this period. PRC provides this Stock Throughput Policy to cover the building materials from supplier to manufacturer, while it is being built off-site, while in transit to the job site, during and after it is installed on-site until final acceptance. This special policy has a \$1,000,000 coverage limit. This exceeds the cost of any single building we have offered for sale herein.

Errors and Omissions Insurance:

Our firm employs licensed architects, engineers, and drafting staff to provide design of our buildings. Since these buildings are required to meet accessibility standards and building codes on site, and since we are the designer, we carry Errors and Omissions Insurance (E & O) to protect our clients from any errors. The policy covers a limit of up to \$2,000,000 per occurrence and is more clearly explained in the insurance certificates we provide after receipt of a purchase order.

WARRANTY

All work performed by PUBLIC RESTROOM COMPANY (called "Company") shall be warranted to the Owner to be of good quality, free of faults and defects in material, workmanship, and title for 5 years from last date of installation if building is installed by Company or 1 year if building is installed by Owner or Owner's agent without on-site supervision by Company. Company warranty on building shell including exterior walls, concrete 8" slab/foundation, and roof system is warranted for 20 years structurally. The Company will repair or replace at their sole option any defects in work upon proper notice to the below stated address below.

Our Company extended warranties shall be Company only and shall have no effect on any required Performance, Payment, or Warranty Bonds where Surety shall assume no liability to the Company, the Owner, or any third parties should the Company fail for any reason to deliver acceptable maintenance warranties beyond the one year period. The warranty extension is solely between the owner and PRC and not the general contractor, bonding company, or architect/engineer of record.

This warranty applies only if all work performed by Company has been fully paid for, including change orders if applicable. Company has no responsibility for any neglect, abuse, or improper handling of building product.

The warranties expressed herein are exclusive, and are in lieu of all other warranties expressed or implied, including those of merchantability and fitness.

There are no warranties which extend beyond those described on the face of this Warranty. The foregoing shall constitute the full liability of the Company and be the sole remedy to the Owner.

Term of Offer to Sell and Owner/General Contractor Acceptance:

This offer is valid for acceptance within 90 days or when a part of a public bid for the applicable duration imposed within the Owner's bid documents. Acceptance is by approving our post bid preliminary notice to begin drawings subject to final Owner/General Contractor approval of our submittals and receipt of a contract or a purchase order/contract.

Special Notice of Possible Project Cost Increases as a Result of Late Payments:

In the event of delayed or late payment, PRC shall have the right to remedies including late charges, overall project total cost increases, and other damages as allowed by applicable law. The contract price quoted herein is a discounted price based upon our receipt of progress payments as invoiced on the agreed billing schedule of PRC. In the event of non-payment, PRC will provide a 5 day written notice to

cure and if payment is still not received, the discounted price for the payment due may increase, to an undetermined amount, to cover work stoppage, remobilization, cancellation of materials and subsequent restocking charges, resale of the contracted building to another party, storage fees, additional crane fees, travel and per diem costs for field crews, and any other cost applicable to the project, as allowed by law. Interest if applicable to non-payment will be assessed at the maximum amount allowed by law or 18% whichever is greater.

Termination

Upon Termination for any reason, Owner/General Contractor shall be liable for the cost of all work performed up to the date of termination. Additionally, Owner/General Contractor shall pay for off-site demolition and disposal of the partially or fully fabricated building as well as any non-returnable materials which were custom-ordered to complete fabrication in PRC's factory location. Any returned materials are subject to return and restocking fees at the Owner/General Contractor expense.

Venue for Contract Jurisdiction:

Public Restroom Company requires all contracts accepted by our firm to hold that the venue for legal jurisdiction for this contract offer and acceptance shall be Douglas County, Nevada. In the event of your default, PRC shall be entitled to the full amount due including reasonable attorney fees, costs, storage, expenses of physical recovery, and statutory interest, as allowed by law.

No modifications to this offer shall be authorized unless confirmed in writing by the President of Public Restroom Company.

Offered by: Public Restroom Company by _____


Charles E. Kaufman IV, President

This provides conditional acceptance of this preliminary purchase order for this building subject to acceptance of the submittals, furnished by Public Restroom Company. Once you accept the preliminary submittals, this shall become a final purchase agreement or at your discretion the final purchase order or a contract may be substituted with this attached.

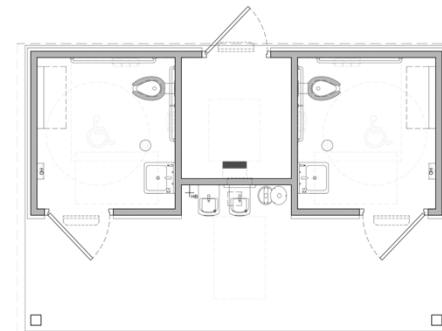
Accepted by:

Authorized Signature

Date Signed

Printed Name

Legal Entity Name and Address



FLOOR PLAN

SCALE: NOT TO SCALE

RESTROOM BUILDING
TWIN HARTE, CALIFORNIA
TWIN HARTE MEADOWS



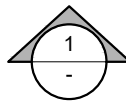
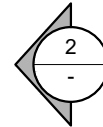
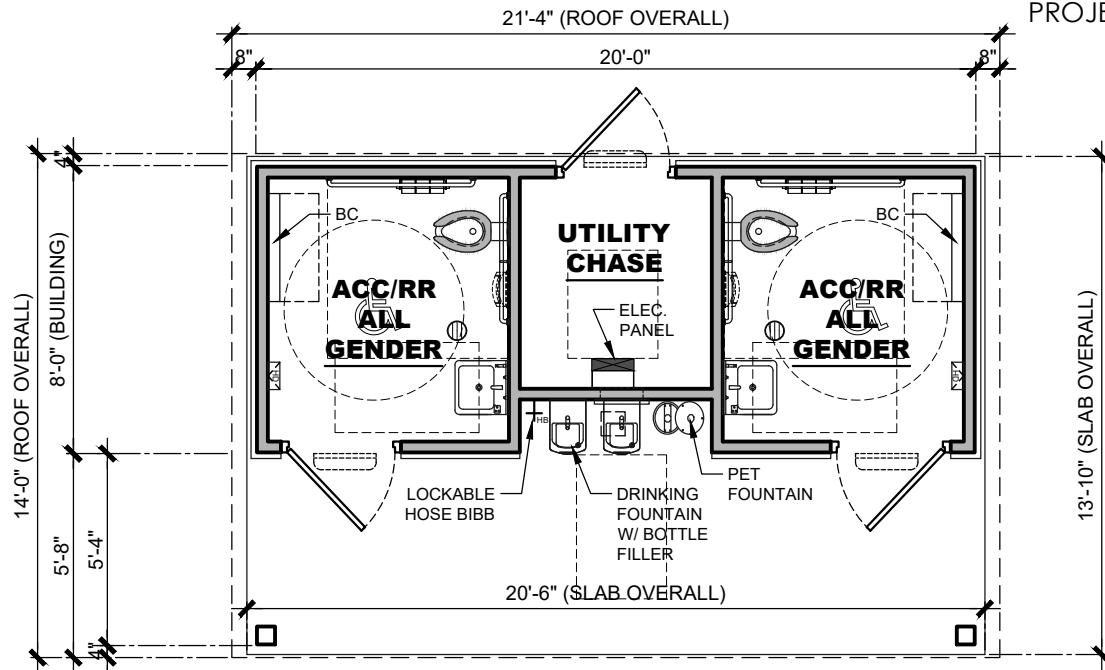
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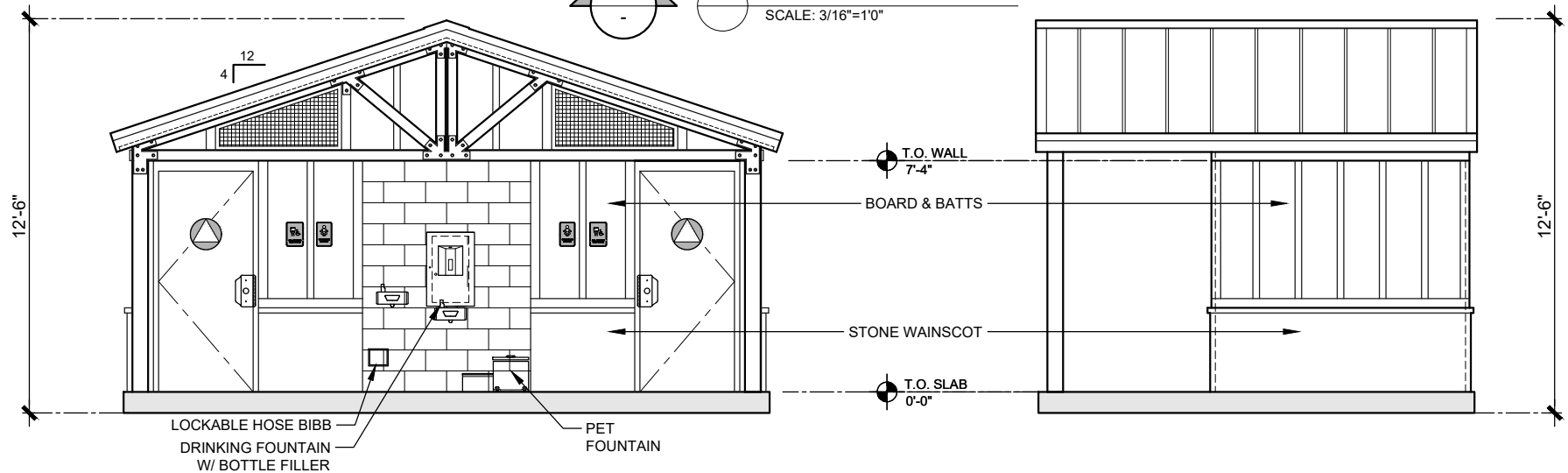
www.PublicRestroomCompany.com

2587 BUSINESS PARKWAY
MINDEN NEVADA 89423
P: 888-888-2060 F: 888-888-1448



FLOOR PLAN

SCALE: 3/16"=1'-0"



ELEVATION 1

SCALE: 3/16"=1'-0"

ELEVATION 2

SCALE: 3/16"=1'-0"



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BUILDING TYPE:

RESTROOM BUILDING 'A'

PROJECT:

**TWAIN HARTE MEADOWS
TWAIN HARTE, CA**

REVISION #

-

REVISION DATE:

DRAWN BY:

SHEET#

-

PROJECT #:
11613A

START DATE: **4/25/2023**
DRAWN BY: EOR

MAX. PERSON / HOUR:
90 S



SPECIFICATIONS

Project #: 11613A
 Project Name: Twain Harte Meadows
 Site Address: 22945 Meadow Drive
 City, State, Zip: Twain Harte, CA 95383

Date: 5/3/2023
 Bldg Size: See Drawings
 Type of Bldg: PS-022-DF-BF-PF
 Restroom

TYPE OF BUILDING

Construction Type

MVR WOOD	Wood Framed walls above cap beam, and wood framed rafters [ceiling & vents same as MVR]
-----------------	---

FLOOR SYSTEM

ROOM/ITEM	FINISH
Entire Building	Exposed Concrete with Light Broom Finish with Integral Additive for Stain/Moisture Resistance
Footings/Foundation	Provide Steel Angle Tie Downs

WALL SYSTEM

BUILDING WALLS HEIGHT	
Building Walls Height	7'4"

EXTERIOR WALLS - CMU	BLOCK TYPE AND COLOR	ROWS
Precision Exterior 4" CMU	Precision Gray	All

CAP BEAM	
Cap Beam	Cap Beam, Steel Tube, Painted

WALL FINISHES - EXTERIOR

TYPE	FINISH	HEIGHT
CMU	Uncoated	To Cap Beam
Wainscot	Cultured El Dorado Stone With Water Sill	To 32" AFF
FRC Siding -Below- Cap Beam	Allura Cedarmill Board & Batt Siding Vertical - Painted	Above Wainscot To Cap Beam
FRC Siding -Above- Cap Beam	Allura Cedarmill Board & Batt Siding Vertical - Painted	Above Cap Beam
Alcove	Precision CMU Painted	To Cap Beam
Exterior Paint	PPG Exterior Gloss - Colors TBD by client	

WALL FINISHES - INTERIOR

ROOM	FINISH	HEIGHT
Restrooms Below Cap Beam	Block filler & paint	To Cap Beam
Restrooms - Above Cap Beam	Stucco Pattern FRC - Painted	Above Cap Beam
Mechanical - To Cap Beam	Block filler & paint	To Cap Beam
Mechanical - Above Cap Beam	Painted OSB	Above Cap Beam

ROOF SYSTEM

ITEM	DESCRIPTION
Metal Sales Image II 26 GA	26 GA SSM, Metal Sales Image II Standing Seam With 12" Striations W/Ice & Water
Entire Building Ceiling	(MVR) 5/16" Cement Board Stucco Pattern Over 5/8" OSB
Insulation	Insulate, But Not To Code
Fascia	14/16 Ga Formed Galvanized Steel W/1" Return At Top (MVR)
Porch Truss	Stained Wood Truss and Posts
Vents SS Wire Mesh	Stainless Steel Wire Mesh - Provide Lexan Cover for Vents

DOORS - HARDWARE

ITEM	DESCRIPTION	LOCATION
Hollow Metal Doors	Hollow Metal: Galvanized 14 GA. Door w/ 14 GA Frame Continuous Hinge	
Deadbolt	SCHLAGE B600 series temporary large format core (std)	
ITEM	DESCRIPTION	LOCATION
Pull Plates	Rockwood-VRT24 "Z" (Standard w/Anti-Microbial) (Std)	
Door Closer	LCN Closer, Model # 4211 Cush Arm (for Out Swing Door)	All
Weather Strip	Pemko Perimeter Gasketing (3' x 7' Door) # 303-C-S-3684	All
Door Sweeps	Pemko Door Sweep 321SSN36"	All
Door Threshold (No Tile)	Threshold Fluted Saddle Mill Finish Alum, 4" Wide #270A36	All
Ives Crash Chain (Standard)	Ives Crash Chain, # CS11526D20, US26D, 20.5, Crash Stop	Chase
Magnetic Locks (SAM)	SAM Securitron System	Piezo Exit Switch SDC 4630 Series

RESTROOM ACCESSORIES

ITEM	MANUFACTURER/DESCRIPTION	FINISH
Signage	Door/Wall Signs	Polished Aluminum & Blue
Grab Bars	Grab Bars	Stainless Steel
Aluminum Louvers (Chase Std)	Louver Sunvent Industries Model #157	Polished Aluminum
3-roll Toilet Paper Holders	Royce Rolls TP-3	Stainless Steel
Baby Changing Station	Foundations 200-EH-1	Stainless Steel
Hand Dryer Std	Dyson Airblade V, Low Voltage 120V, Model # HU02,	Spray Nickel
ITEM	MANUFACTURER/DESCRIPTION	
Utility Hook (Standard)	Utility Hook, Bright Finish	
Soap Dispenser	PRC Proprietary Tank	
W/Thru Wall Valve	Thru Wall Valve ASI #353	

PLUMBING

FIXTURE/PART	DESCRIPTION
Toilets - Stainless Steel	Acorn # 1675 W-1-HET 1.28 GPF-FVBO-ADA-PFS-316SS
Lavs - Stainless Steel	Rear Connect Acorn # 1652LRB-1-DMS-03-M-316SS
Drinking Fountain	(Murdock) Acorn GS Series Wall Mount Drinking Fountain GSE64-FG-316SS- Dual
Round Concrete Pet Fountain	Murdock - GRT74-PF
Bottle Filler	Acorn BF3 Series, Type 316 SS Bottle Filler, # A0000000-BF3-316SS
Lever (Std) - Toilet Flush Valve	Zurn W.C. Flush Valve 1.28 Ga Zurn # Z6143AV-HET-7L-BG
Metering Faucet	Single Hole Metering Faucet, Chicago Model # 333-E2805-665PSHABCP - Tempered
Floor Drains: W/Trap Primer	Floor Drain Zurn # ZN460-2NH-5B W/Strainer / With Trap Primer

PLUMBING GENERAL

FIXTURE/PART	DESCRIPTION
Water Heater	Stiebel DHC-E8
Tempered Water to Lavs	Thermostatic Mixing Valve, Acorn Model # ST70-12
Valve Combo (PRV)	Valve Combo with Pressure Reducing Valve
Water Line Material	Copper (Std)
Bladder Tank	ProFlo PFXT5
Hose Bibb- Interior	Acorn #8121-LF - in the Chase
Hose Bibb- Exterior	Jay R Smith 5509QT-R-150 Lockable
Hose Reel & Hose	Hose Reel With 5/8"x75' Garden Hose

ELECTRICAL

ITEM	DESCRIPTION	
Electrical Panel	100 amp Single Phase - 120/240 v	20 Circuits
Breakers	Plug on (QOD)	

LIGHTING

ITEM	DESCRIPTION (W=WALL, C=CEILING)	
Lighting Control -Interior-	Light Fixture Integrated Occupancy Sensor (OCC)	
Interior Lights	W/C) Luminaire, Swoop Series SWP-610-OP-BRZ	15 Watts
Interior Lights	W/C) Luminaire, Swoop Series SWP1212-OP-BRZ-OCC	15 Watts
Lighting Control -Exterior-	Photo Cell Intermatic Photo Control #EK4336S	
Exterior Lights	W) Luminaire, AEL-12 (Dark Sky Compliant) 20" long	10 Watts
Chase Lights	C) Green AL-41L (small Chase) Waterproof	15 Watts

RECEPTACLES/SWITCHES, HEATERS, FANS, HVAC, LIGHTED SIGNS

ITEM	DESCRIPTION	LOCATION
Receptacles	GFCI (Adjacent to Panel)	
Switches Single Pole	Single Pole (Adjacent to Panel)	
Switches	Single Pole (Any Other Location)	Restroom
Switches By Pass	By Pass (To By Pass OCC Sensors)	Chase
J-box	Provide J-Box	For future Radiant Heater *to be on installed on site
Fan	Broan Model # L100MG 120 VAC with 6" Round Duct Connector #1106466	
Emergency Light	Lithonia ELM2L Led 2 Head Led Emergency Light (Mechanical Room)	



Board Meeting Agenda Item Summary

May 10, 2023

ITEM #:	06K	ITEM TYPE:	<input type="checkbox"/> Discussion <input type="checkbox"/> Action <input checked="" type="checkbox"/> Both
SUBJECT:	Discussion/action regarding schedule for completing the Water and Sewer Rate Study, updating District Water and Sewer Ordinances, and proposing rate changes.		
RELATION TO STRATEGIC PLAN:	<input type="checkbox"/> N/A <input checked="" type="checkbox"/> Advances Goal/Objective #'s: <u>5.16, 5.21</u>		

RECOMMENDED ACTION:

Provide direction to staff on the proposed schedule to update Water and Sewer Ordinances, complete the Water and Sewer Rate Study, and complete the water and sewer rate change process.

SUMMARY:

District Strategic Plan Objectives 5.16 and 5.21 call for review and update of the Water and Sewer Ordinance, completion of a Water and Sewer Rate Study (Rate Study) and implementation of recommended rate changes.

The District’s original plan was to complete the Rate Study and initiate the process to implement proposed rate changes this fiscal year. Staff has proposed an alternative timeline for the following reasons:

1. Tuolumne Utilities District (TUD) recently proposed water and sewer rate increases that will significantly impact the District’s water and sewer rates. If adopted at their public hearing on June 15, 2023, the rates will go into effect on August 1, 2023. Staff recommends that completion of the Rate Study wait until TUD’s rates go through the adoption and public protest process.
2. Updating the Water and Sewer Ordinances could also impact the District’s Rate Study. For example, the Board has had discussions of re-evaluating the impact accessory dwelling units have on the District’s water and sewer systems. An update of the Sewer Ordinance could also include a re-evaluation of winter water use for all user classifications, which could result in a change in the proportional charge to each user classification. If the Board would like to re-evaluate either of these things, it should be completed before the Rate Study is finalized. Further, the law requires a specific and timely process to update an ordinance.

See the attached Proposed Timeline for details.

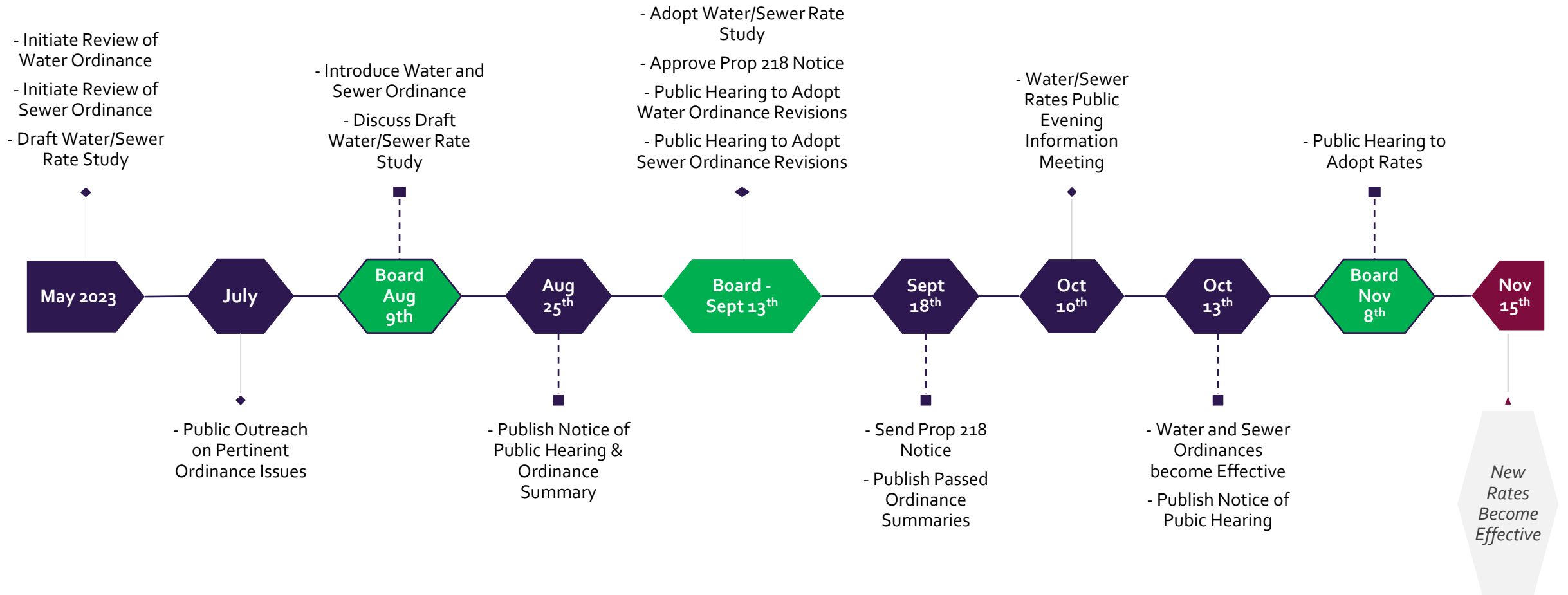
FINANCIAL IMPACT:

Even with projected TUD rate increases, the District will not need to utilize its Rate/Revenue Stabilization Reserves if the schedule in the attached Proposed Timeline is followed. Actual rates will be determined by setting rate levels over a 5-year period so that collected revenue meets the actual revenue requirements projected in the Rate Study.

ATTACHMENTS:

- Proposed Timeline – Rate Study, Ordinance Update & Rate Increase

PROPOSED TIMELINE – Rate Study, Ordinance Update & Rate Increase





Board Meeting Agenda Item Summary

May 10, 2023

ITEM #:	07A	ITEM TYPE:	<input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Action <input type="checkbox"/> Both
SUBJECT:	President and Board member reports.		
RELATION TO STRATEGIC PLAN:	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Advances Goal/Objective #'s: _____		

RECOMMENDED ACTION:

None.

SUMMARY:

This item provides an opportunity for individual Board members to provide a verbal report of District-related activities undertaken in the previous month.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

None.



Board Meeting Agenda Item Summary

May 10, 2023

ITEM #:	07B	ITEM TYPE:	<input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Action <input type="checkbox"/> Both
SUBJECT:	Fire Chief's report.		
RELATION TO STRATEGIC PLAN:	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Advances Goal/Objective #'s: _____		

RECOMMENDED ACTION:

None.

SUMMARY:

This item includes a written and verbal report from the Fire Chief regarding general operations of the District's Fire Division over the previous month.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

- Fire Operations Report
- CERT Monthly Newsletter



SERVING OUR COMMUNITY

MONTHLY UPDATE

April 2023

Mary Schriener, Editor & PIO
twainhartecert@gmail.com

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NOTES FROM THE PROGRAM MANAGER

by Carol Hallett



April is such a great month, it marks the end of winter and the beginning of spring. I absolutely love watching the blooms as I am walking.

Spring reminds us to get out and start moving again. I was speaking with a gentleman who is going to turn 104 this year and he said his secret to a long life is keep moving. I am taking his advice.

Along with working out 3 days a week I am out walking around Twain Harte 2-3 days a week. I am also making sure that I keep a balance of activities so that life is fun! I am making time to see friends, plan dinners and oh yes, my favorite spring and summer picnics.

This month the THA-CERT was found engaging in different activities and hosting a vitally important training. I hope you enjoy reading about our activities in this newsletter. I also hope to see you on the trails!

We hope you enjoy this month's issue. Our goal is to provide information to the community, focusing on safety and health.

If you have a suggestion for future articles, please contact twainhartecert@gmail.com for consideration of the topic by the board.



Hike to Red Hills Trail

APPRECIATION LUNCHEON

by Carol Hallett, Program Manager



There was a camaraderie in the air that came from being in the trenches together when we were needed during the pandemic; the bond formed while working at the drive-through vaccine clinics. It was great knowing that we were all part of the solution to a world-wide problem.

Michelle Jachetta started the event with some very kind words and a note in her speech that said, "words cannot express.." we all felt the emotion. This was followed by the Public Health Officer reading the beginning of a "Tale of Two Cities". The words eerily expressed the time, this situation, the memory of the time.



My favorite part was hanging out with my friends, the volunteers who gave so much right when the community needed them the most. Not all the volunteers could make the luncheon but we remembered them all fondly.



"It was the best of times, it was the worse of times. It was the age of wisdom, it was the age of foolishness. It was the epoch of belief, it was the epoch of incredulity. It was the season of light, it was the season of darkness. It was the spring..."

WHAT HAPPENED IN APRIL?

by Mike Mandell, Team Leader

April was another slow month for THA-CERT as far as deployments go. We had one call for replacement of a smoke alarm. I supervised, while my partner, Bob (Schreiner), installed a new smoke detector in a house in Twain Harte. This program, which is free to disabled and senior members of our community, is underutilized and I hope that you share information about this program to your friends and neighbors.



Antique Fire Truck got its number

The antique fire engine is sporting its original number, 3, again and is looking better than ever.

We're looking forward to a busy summer. After the Outhouse races and June training, we have the Summer Outdoor Market, and a great August training. Hope to see you all out at the various events this summer. I think we've all earned the right to celebrate the warm weather.



We are doing a lot behind the scenes, though, to prepare for a busy summer and fall season. There are lots of meetings and communications regarding the upcoming Twain Harte Outhouse Races and I hope you will all join us there at Eproson Park on June 10th as we host the races, which are returning after a 3-year hiatus.

We just had a very successful training on CPR and use of AEDs. I hope you will join us in June for the Practical First Aid training (details on the last page of this newsletter).

Now that the weather has warmed up and the chance of snow is minimal, at best, I moved the trailer up from my house in Soulsbyville to Vantage Point, in Twain Harte.



"I just bought this package of batteries and it says, 'Batteries not included.'"

JOIN TWAIN HARTE RADIO NET

by Lise Lemmonier, Planning Section Chief



We are looking to really grow the Twain Harte Radio Net. Why, you might ask? So that we can all be more prepared when an emergency happens. It has been wonderful to be part of the Twain Harte Radio Net and to watch it grow. We are meeting our neighbors and having conversations at least once a week (Sundays at 0900, now on channel 18).

The more people we have on the net the more we can "relay" conversation, which would mean that more people can hear the conversation and get information about emergencies. Right now, we are just sharing information about what is happening in the neighborhood as a means of practicing. During an emergency, we can communicate what is happening in and around town, which could be vital to our decision making about staying or leaving.

This is a low investment way to solve the problem of losing communications during an emergency. The fear that comes along with being isolated is when we really need our community.

We want to make it simple for you to see how easy it is by lending you a radio. Please let us know if you would like to be part of our net. We will give you a radio to borrow, train you on how to use it and test it with you so that you will be comfortable.

The idea behind the Twain Harte Radio Net is to practice using our radios during non-emergency times so that when we need them we will be able to use them effectively to communicate with each other.

To learn how to borrow a radio and get training send a note to: twainhartecert@gmail.com



"I told you the tank was half-empty, but oh no, you said it was half-full."

BEING PREPARED IS VITAL

Fire Season is upon us. Being prepared can be life altering:

- Keep your gas tank full
- Back into your parking spot
- Have your "Go Bag" ready
- Have plenty of water & food
- Have an out of area contact person
- Be part of your neighborhood radio watch (net)
- Have an evacuation plan, and practice it



MAKING A GO BAG VIDEO FOR YOU!

by Mark Holmes



Mark Holmes and his wife, Ellen Cremer, moved from the big city to the Mother Lode 10 years ago into a tent on an undeveloped piece of forest land outside of Twain Harte with no water, power or shelter.

Starting from scratch, they've been slowly building a house, large garden and a new life—largely with their own hands. This includes using beetle-kill pines and cedars for lumber, digging a 925-ft well, harvesting local stones for tiles, and generally taking advantage of the bounty of raw materials and sunlight in this special area. It is a true labor of love!

Along the way, Ellen has taken her 25+ years of dance and yoga training to create Gold Country Yoga, a local studio focused on the quieter, restorative nature of these ancient practices. Mark's professional background in visual effects includes Emmy and Academy Award winning projects like Forest Gump; he's also an avid designer and builder, and has been quite busy this last decade.

Mark and Ellen both try to be, and are, productive, contributing members of this special rural community. Ellen raised funds for the Sonora Area Foundation during the initial shutdowns of Covid-19; Mark helps organize safety and awareness in the neighborhood where they live (far from county services!). Helping produce this Go-Bag video is just a small way of continuing that intention.

Mark attended one of the THA-CERT monthly training classes (Radio Net) and met some of the team. He offered to help with creating a Go Bag video. We picked a date and met up with bag in hand.



Carol Hallett on editing software

His studio was set up and ready for us to get started. Carol Hallett was to be the presenter. Margaret Lawrence and Cindy Howell came along to help out when needed. It was an amazing experience and it was clear that we were in the hands of an experienced professional.

We did a couple takes, added some detail along the way and all of a sudden it was done... well, except for the editing to make it look good. That was all Mark's doing.

Now it is up to you to go onto our website:
www.thacert.org

Download our go bag list as a starting point. Watch the video to learn the secret to being prepared and then build your own go bag.



"Any diet drinks?"

AREA 12 AGENCY ON AGING

by Kristin Millhoff, Executive Director



Information & Assistance

The Information & Assistance program provides information, referrals and support to older adults and their families in our service area. Whether you are looking for a phone number for a particular program, require assistance in helping to identify problems, or need an advocate to ensure you receive the services you need, the Information & Assistance staff can help. Our certified specialists are trained to provide comprehensive assessments to callers in order to assist with difficult and complex situations. We believe when older adults know their options, they are empowered to make decisions that can enhance their lives and enable them to live independently as long as possible.

This service is available at no cost. Voluntary contributions are accepted. However, no eligible individual will be denied services because of an inability to contribute. For information on this program, contact us at (209) 532-6272 or (800) 510-2020 or at info@areal2.org.

Aging & Disability Resource Connection (ADRC) has an online resource directory. It provides a central source of current, reliable, and objective information about a broad range of programs or services available to older adults and persons with disabilities, regardless of income.



"Relax. He could just be looking for fun."

THINGS ARE HAPPENING IN TWAIN HARTE

Reported at the Twain Harte Partners Meeting

Pickle Ball Courts project is also underway. Hoping to have completed by late summer.

Community Center improvement projects start in mid May. The center will not be available to rent from May through July while under constructions. Projects include new flooring, ADA bathroom renovations, and parking lot improvement. These, along with other improvements, will make the center better suited for additional trainings, meetings and forums to be held.

THCS D employees are working with County Employees to fix the sink hole at Eproson Park and get the park re-opened ASAP.

Homeowners are moving forward on Park Improvement projects which include:

1. Re-leveling and re-sodding the grass area in front of the stage
2. New gravel in front of the rock wall
3. Re-staining of the driveway and dance floor concrete.

APRIL CPR & AED TRAINING CLASS

by Margaret Lawrence, Training Officer



On Saturday, April 29th, we held our monthly training meeting at the Twain Harte Community Center. Of the 23 people who attended this training, 12 were members of the community. It was wonderful to see so many people coming out for this important class.

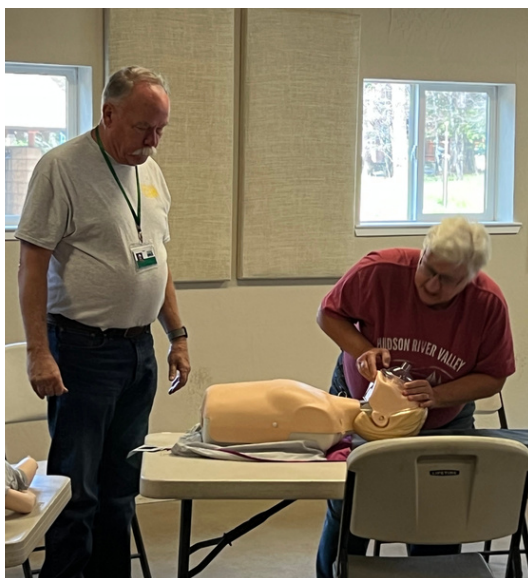
Students were instructed on CPR techniques for adults, children, and infants, as well as the proper use of AED devices. It is great information to have in your back pocket.

A big thank you to our CERT members and training instructors, Michelle Wagner and Randie Revilla for an informative and interesting training.

Due to construction at the Community Center, the May Traffic Control training has been postponed. Be safe and enjoy the upcoming Memorial Day weekend.



Michelle Wagner instructs the class



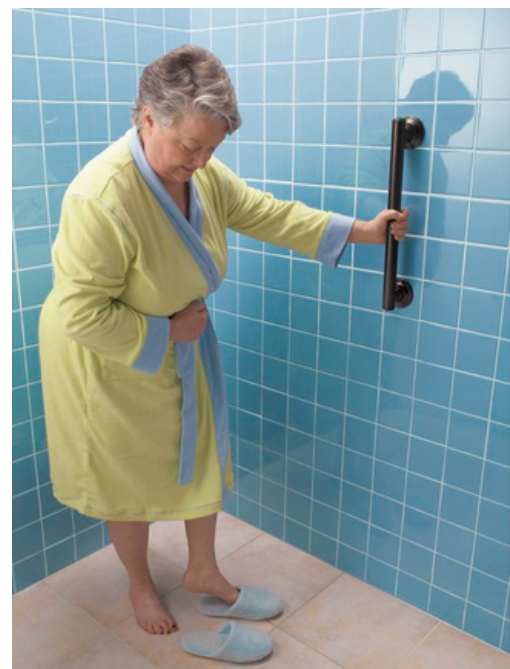
SENIOR SAFETY TIPS

by John Buckingham, Safety Officer



Since May is Older Americans month, here are some safety tips to take note and be aware of:

- 1) Keep Emergency contacts close to every communication device you use for quick access
- 2) Safety Proof your house to avoid falls and injuries. Keep floors picked up, avoid area rugs, do not put books and objects on the floor where they can trip you up.
- 3) If you have difficulty walking or are prone to falls, consult with your health provider. There are courses available that provide exercises to improve balance. Also wear a medical care button that can be pressed to seek immediate attention.
- 4) Avoid Bathroom hazards by adding pull bars to showers and tubs. Use non slip mats. Keep floors free of towels and clothing and spilled water.
- 5) Make sure all smoke and carbon monoxide detectors are operating. THA-CERT can help with this at no charge!! Contact Mike at (209) 770-2674.
- 6) Be aware of your surroundings and avoid obstacles that could cause a fall
- 7) Protect against abuse to yourself and your finances. Lock doors and windows. Be extremely cautious about giving personal information to strangers or online requests. Stay alert to potential and current scams via AARP. Notify law enforcement if you encounter a scam threat.

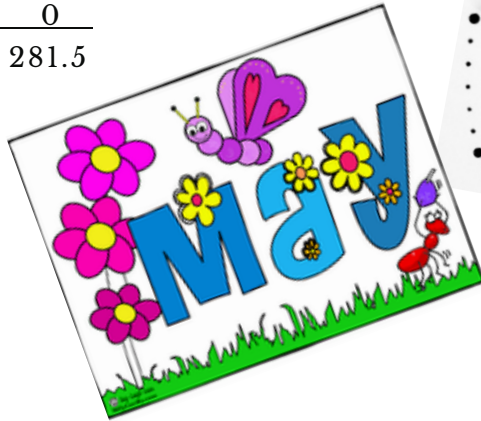


WHERE DOES THE TIME GO?

by Lise Lemonnier, Planning Section Chief



The total THA-CERT volunteer hours for April are:
 Administration = 194.5
 Training = 87
 Deployment = 0
 Total April hours = 281.5



Events

Visit Tuolumne County:

<https://www.visittuolumne.com/events>

Twain Harte Chamber of Commerce:

<https://www.twainhartec.com/events>

A lecture at the Nest Nursery in Twain Harte is scheduled for May 21 @ 10:00 am. Discussion will involve native and drought tolerant plants.

Memorial Day Celebration



This year's honoree will be Chuck Evans. The Harte of the Kitchen Store will provide cookies for attendees.
 May 29 @ 11:00 am
 Arch/flag pole in TH

Training

The May THA-CERT training on Traffic Control has been cancelled, due to construction at the Twain Harte Community center.

June 24th, 0900 - 1200
Practical First Aid Training
 THCSO Offices
 22912 Vantage Pointe Drive, Twain Harte

Meetings

THCSO Board Meeting

<https://www.twainhartecsd.com/board-meetings>

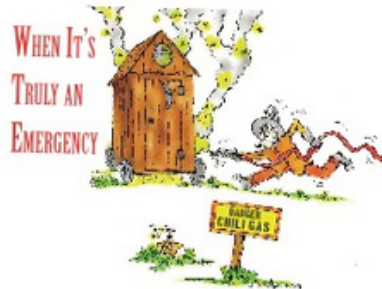
Wednesday, May 10th, 9:00 am

Save The Date!



THA-CERT Presents
THE WORLD CLASS
TWAIN HARTE
OUTHOUSE RACES
June 10, 2023

Parade at 9:00 AM - Race 10:00 AM to 4:00 PM
 Eproson Park, Twain Harte, CA
 (AKA "Flushing Downs")



Tot Pot Races
 Craft Vendors
 Local Food Vendors
 Beer & Margaritas

For information contact:
twainhartecert@gmail.com
 (209) 481-5790

For vendor information:
mountainmeadowproductions@gmail.com

This fundraiser benefits: Twain Harte Volunteer Fire Department (THVFD) & THA-CERT.

The Summer book sale is tentatively scheduled for June 24 in the parking lot at the Twain Harte Library. It will run 10:00-4:00. More information to be provided as it comes available.



CERT & Fire Association Board Meeting

Thursday, May 11th, 9:30 am

Location: Vantage Point Meeting room



TWAIN HARTE CSD OPERATIONS REPORT

What's New

- Attended the MG Tank Pre-Bid Meeting and Bid opening.
- Attended the annual Tuolumne County Pre-Fire Season OES meeting with Chief Gamez.



Water/Sewer/Park Division

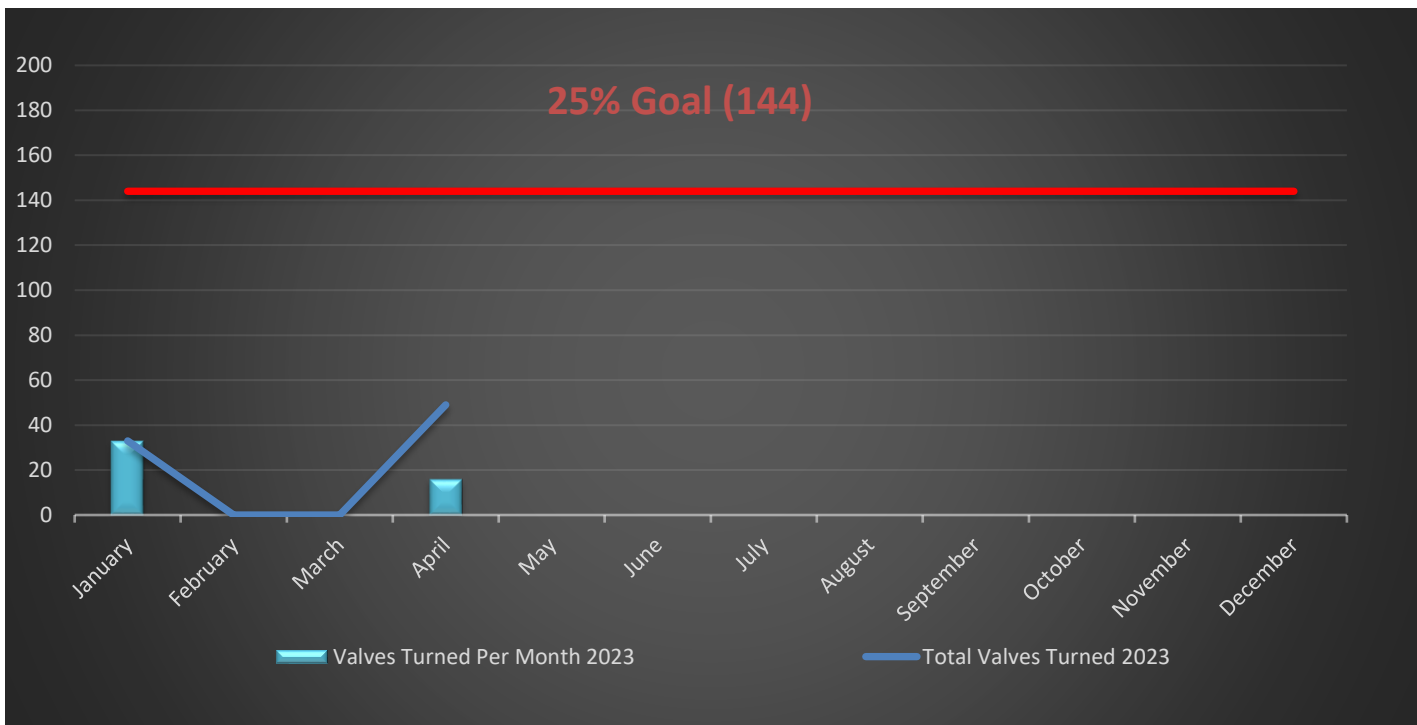
For April 2023

Board Meeting 5/10/23

Highlights

Water

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- 9 USA North Dig Alerts marked out (context in development).
- Valves inspected and maintained out of 575: 49 or 8.5%.
(Context: 26 were inspected and maintained by this time last year).



- 2 Leaks repaired at the Black Oak Pump Station and Mountain Dr.



- SWTP Filter Testing and Maintenance



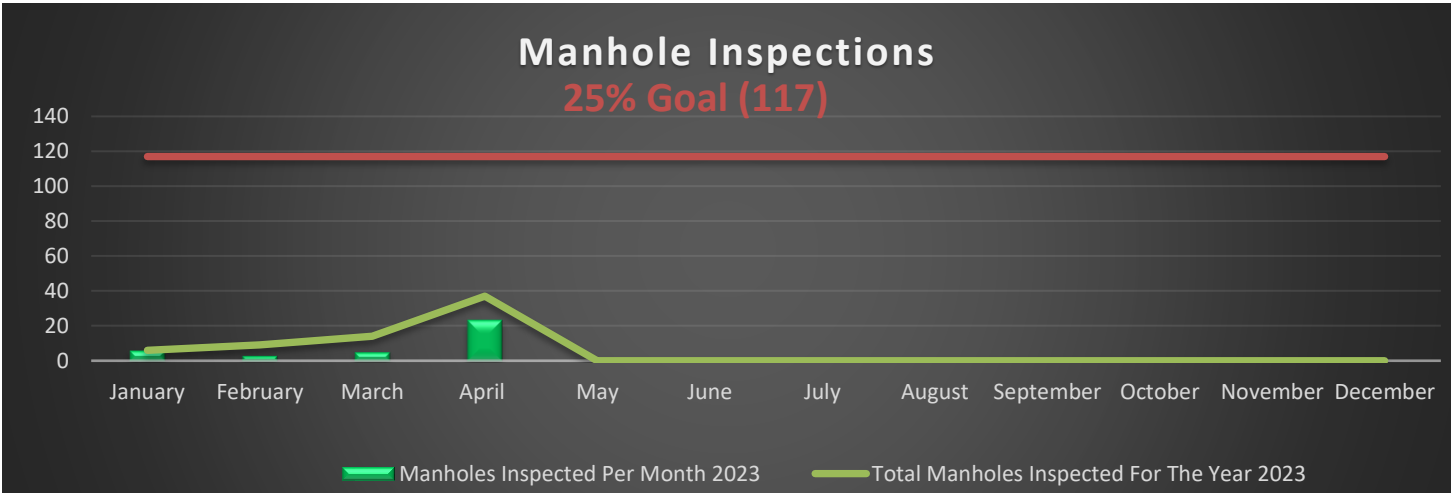


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- Manholes inspected and maintained out of 468: 37 or 7.9%. (Context: 32 were cleaned by this time last year with an annual goal of 25%).



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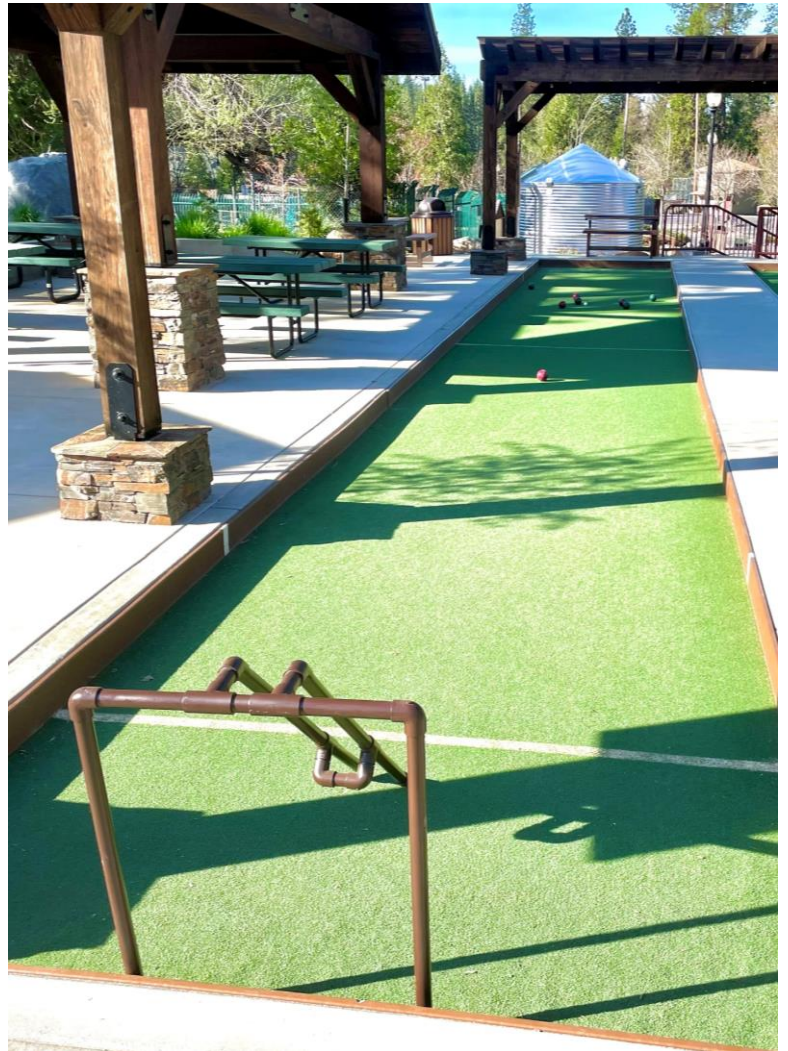


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- Sinkholes status: The county has selected a contractor for the work and is pending a start date.
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- Tennis Court Patch





Vehicles and Equipment

- Truck #2 brakes and rotors were replaced.

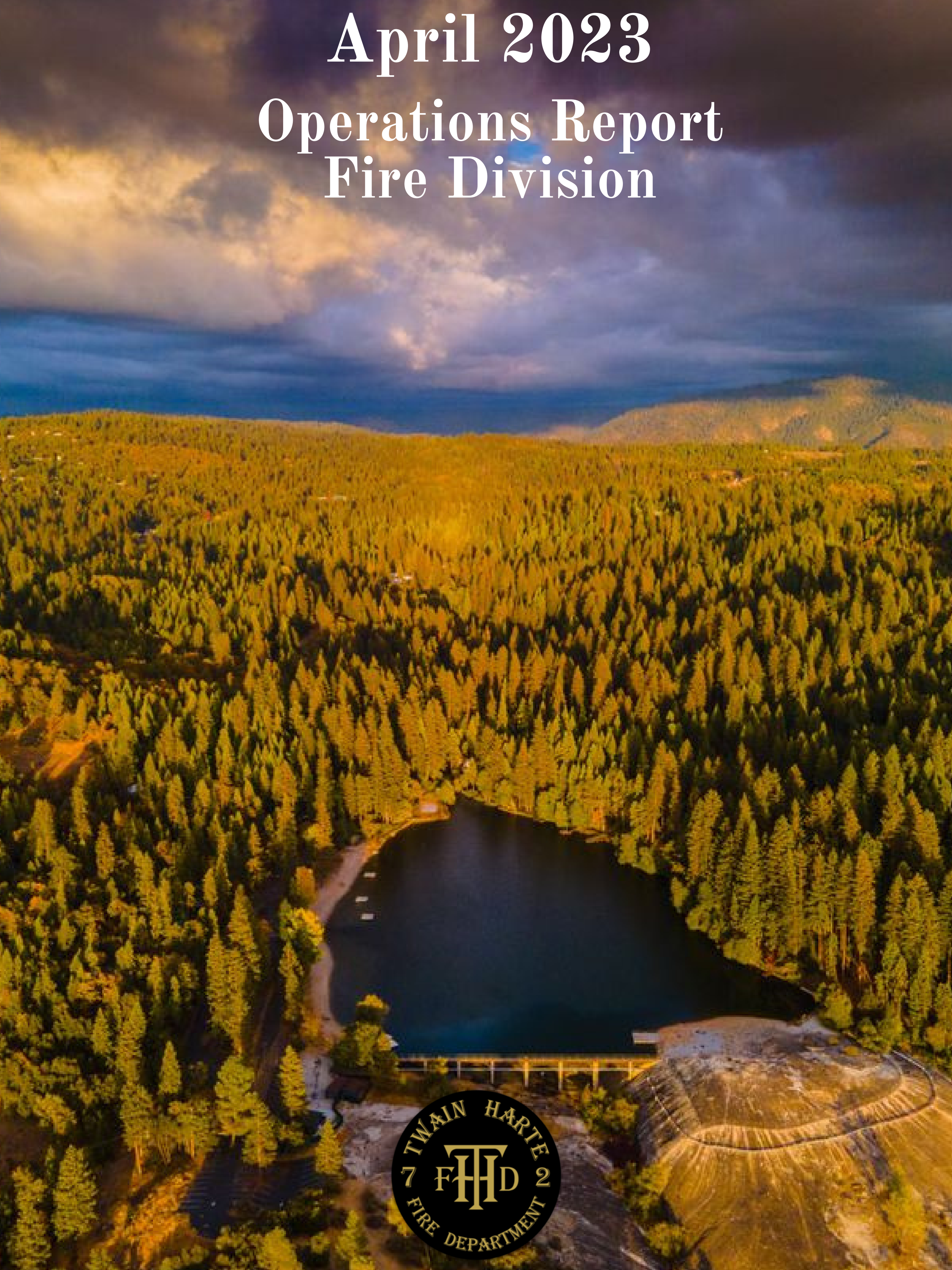
Year: 2023

Month	Treatment Plant (Gal)	Well #1 (Gal)	Well #2 (Gal)	Well #3 (Gal)	Total Recycled (Gal)	Total Production (Gal)	2013 Total Production (Gal)	Percentage Conserved (%)	Rain (inches)	Snow (inches)
Jan	4,323,056	662,674	1,734,171	104,686	554,865	6,824,587	8,304,262	17.82%	14.53	7.63
Feb	4,903,690	0	0	0	376,325	4,903,690	5,836,362	15.98%	1.46	77
Mar	5,518,276	708,141	1,364,973	0	456,740	7,591,390	5,776,198	-31.43%	15.95	21.26
Apr	6,407,049	0	0	0	430,598	6,407,049	6,737,931	4.91%	0.38	0.52
May						0				
Jun						0				
Jul						0				
Aug						0				
Sep						0				
Oct						0				
Nov						0				
Dec						0				
Total	21,152,071	1,370,815	3,099,144	104,686	1,818,528	25,726,716	26,654,753	3.48%	32.32	106.4

April 2023

Operations Report

Fire Division



STAFFING

E-721

Full-Time Captains-2

Temp Captain-1

Intern Operators-2

Relief Captains-3

Reserve Firefighters-1

Intern Firefighters-2



FLEET/FACILITIES



Items that were not fixed last month are completed, and we are awaiting a new inverter for E-721 should have it back from Hi-Tech the second week of May



The new C-720 truck has made some progress. The camper shell, light bar, and wiring are completed and awaiting back-ordered parts.



E-722 is currently getting repairs for miss-firing in cylinders 4 and 6. To date, we have replaced injector 4&5 with a new fuel pump.



E-723 received new tires due to a hole in the rear driver-side tire.



FLEET/FACILITIES



The new station roof project has been completed.



March Responses-22



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March Training Hours-210

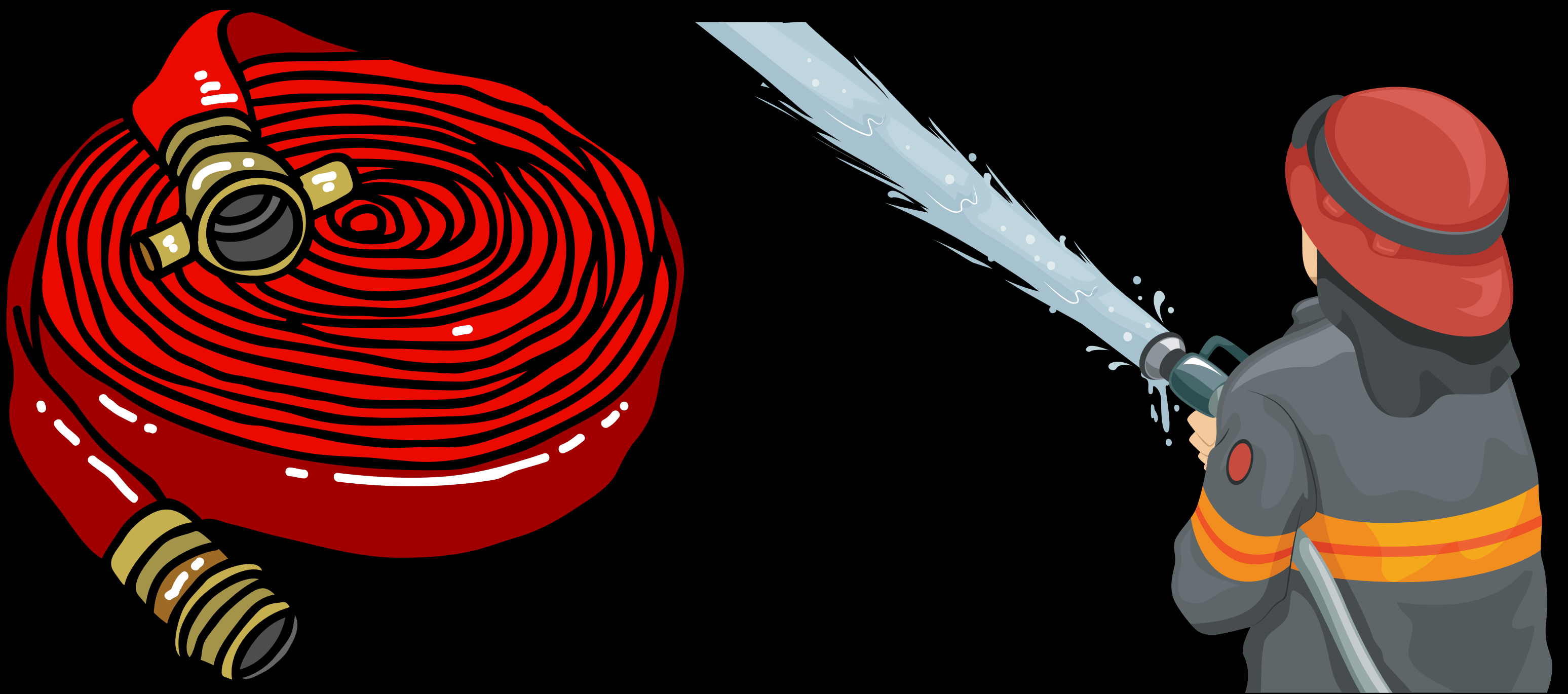


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In April, THFD applied for the Cal Fire VFC Grant. The Grant will match funds up to 40,000. This Grant will assist in purchasing all new fire hoses for the department.



THFD INCIDENT STATISTICS FOR APRIL 2023.



EMS Incidents-29%



Grass fires Incidents-14%



Good Intent-43%



Good Intnet- 10%



False Alarms 5%

MARCH 2023 RESPONSE BY DISTRICT STATISTICS



Twain Harte District-75%



Tuolumne County Fire-10%



United States Forest Service-10%



Cal Fire-5%

GM REPORT

May 10, 2023



ADMIN ACTIVITIES

- Fiscal Year 2023-24 Budget and 5-Year Capital Plans
- Water and Sewer Rate Study
- Million Gallon Tank #2 Bidding & Award
- TH Meadows Park Design & Funding Agreement
- FEMA Storm Damage Reimbursement Coordination
- Park Maintenance Options and Solutions
- Records Retention, Reorganization and Purging

CAPITAL PROJECTS

Motor Control Center (MCC) Upgrade

Budget: \$185,000

Construction submittals to replace the MCC at the water treatment plant have been reviewed and approved. Work is scheduled to take place in November 2023 during low water demand months.

Twain Harte Meadows Park

Budget: \$2,600,000

A grant-funded project to build a new, community-designed park next to Eproson Park. Final design is in review and the funding agreement is complete. Bidding is anticipated to occur in June 2023 and construction is anticipated to begin later this summer.

Million Gallon Tank #2 Rehabilitation

Budget: \$1,275,000

Paso Robles Tank, Inc. was the low bid for this grant-funded project to replace tank roof and recoat interior and exterior of the tank. Construction is anticipated to begin in June 2023.

Tennis/Pickleball Court Improvements

Budget: \$295,000

Expansion/resurfacing of the pickleball courts with a sport grid surface and resurfacing of the tennis courts with a clay surface is currently in design. Construction is anticipated in summer/fall.

Community Center Improvements

Budget: \$40,000 Fire / \$40,000 Park

A project to remodel the kitchen and provide ADA bathrooms has is expected to begin this week and be complete by August.

MEETINGS OF INTEREST

- 4/21 Sherwood Forest Design Meeting
- 4/26 Water Shortage Contingency Plan
- 5/11 Community Rock Spreading at Park
- 5/11 Twain Harte Download
- 5/16 CSDA Legislative Days

PLANNING PROJECTS

Water System Evaluation/Analysis

Budget: \$499,053

Hydraulic model, water loss analysis and risk assessment and identification/prioritization of capital projects is complete. Design of Sherwood Forest water lines replacement is underway.

FUNDING OPPORTUNITIES

FEMA SAFER GRANT - \$2.7M

Full-Time Firefighters / Award: September 2023

MULTI-BENEFIT DROUGHT GRANT - \$650K

Turf Replacement / Award: Spring 2023

MULTI-BENEFIT DROUGHT GRANT - \$950K

Shadybrook Silt Removal / Award: Spring 2023

MULTI-BENEFIT DROUGHT GRANT - \$1.7M

Water Line Replacement / Award: Spring 2023

STATE REVOLVING FUND - \$4.5M

TH Pipeline Project / Award: Summer 2023

PROP 68 RURAL RECREATION - \$1.25M

TH Meadows Park / AWARDED

MULTI-BENEFIT DROUGHT GRANT - \$1.275M

MG Tank #2 Rehab / AWARDED



Board Meeting Agenda Item Summary

May 10, 2023

ITEM #:	07C	ITEM TYPE:	<input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Action <input type="checkbox"/> Both
SUBJECT:	Operations Manager's report.		
RELATION TO STRATEGIC PLAN:	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Advances Goal/Objective #'s: _____		

RECOMMENDED ACTION:

None.

SUMMARY:

This item includes a written and verbal report from the Operations Manager regarding general operations of the District's Operations Division over the previous month. The Operations Division is responsible for water, sewer, and parks and recreations services.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

- Operations Manager Report



Board Meeting Agenda Item Summary

May 10, 2023

ITEM #:	07D	ITEM TYPE:	<input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Action <input type="checkbox"/> Both
SUBJECT:	General Manager's report.		
RELATION TO STRATEGIC PLAN:	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Advances Goal/Objective #'s: _____		

RECOMMENDED ACTION:

None.

SUMMARY:

This item includes a written and verbal report from the General Manager regarding overall District operations and operations of the District's Administration Division over the previous month.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

- General Manager's Report



Board Meeting Agenda Item Summary

May 10, 2023

ITEM #:	07A	ITEM TYPE:	<input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Action <input type="checkbox"/> Both
SUBJECT:	President and Board member reports.		
RELATION TO STRATEGIC PLAN:	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Advances Goal/Objective #'s: _____		

RECOMMENDED ACTION:

None.

SUMMARY:

This item provides an opportunity for individual Board members to provide a verbal report of District-related activities undertaken in the previous month.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

None.



Board Meeting Agenda Item Summary

May 10, 2023

ITEM #:	07B	ITEM TYPE:	<input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Action <input type="checkbox"/> Both
SUBJECT:	Fire Chief's report.		
RELATION TO STRATEGIC PLAN:	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Advances Goal/Objective #'s: _____		

RECOMMENDED ACTION:

None.

SUMMARY:

This item includes a written and verbal report from the Fire Chief regarding general operations of the District's Fire Division over the previous month.

FINANCIAL IMPACT:

None.

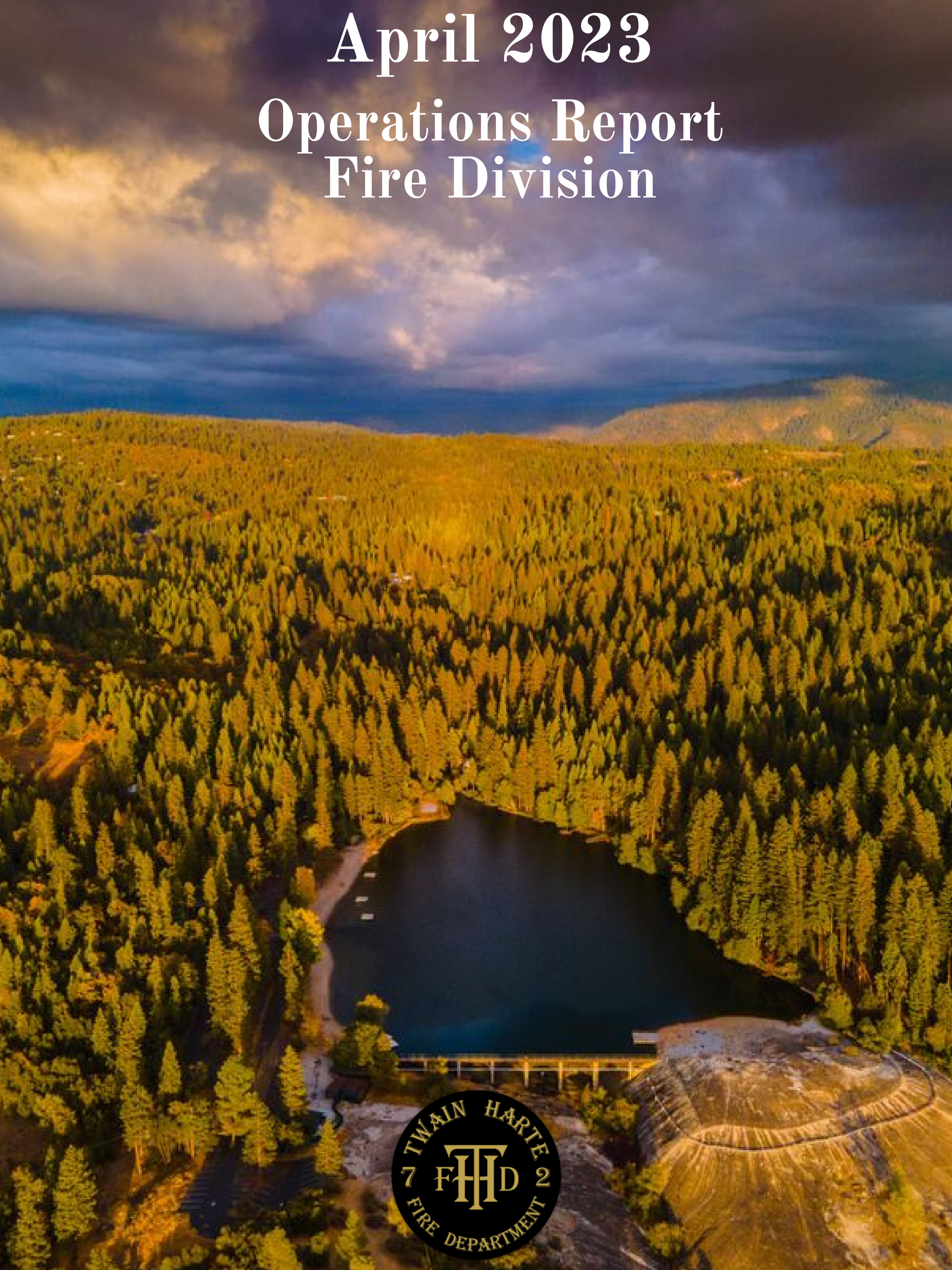
ATTACHMENTS:

- Fire Operations Report
- CERT Monthly Newsletter

April 2023

Operations Report

Fire Division



STAFFING

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Relief Captains-3

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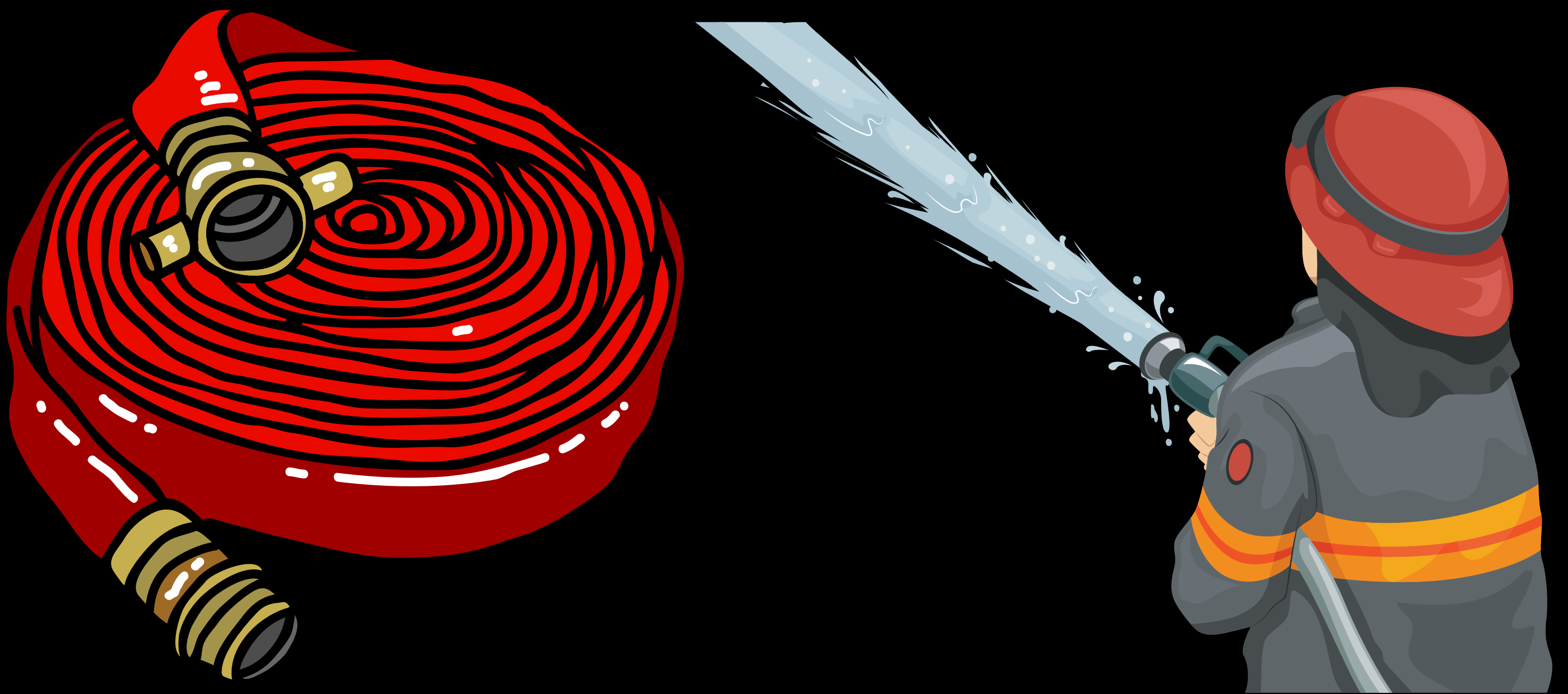


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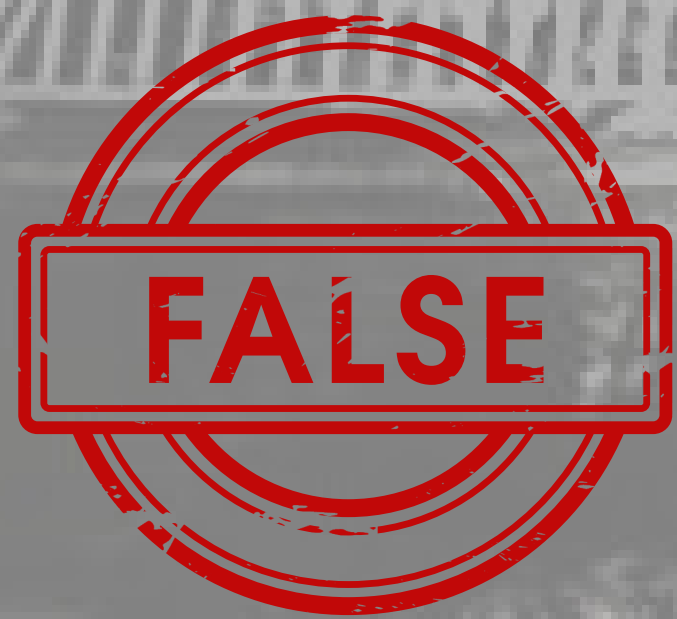
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Board Meeting Agenda Item Summary

May 10, 2023

ITEM #:	07C	ITEM TYPE:	<input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Action <input type="checkbox"/> Both
SUBJECT:	Operations Manager's report.		
RELATION TO STRATEGIC PLAN:	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Advances Goal/Objective #'s: _____		

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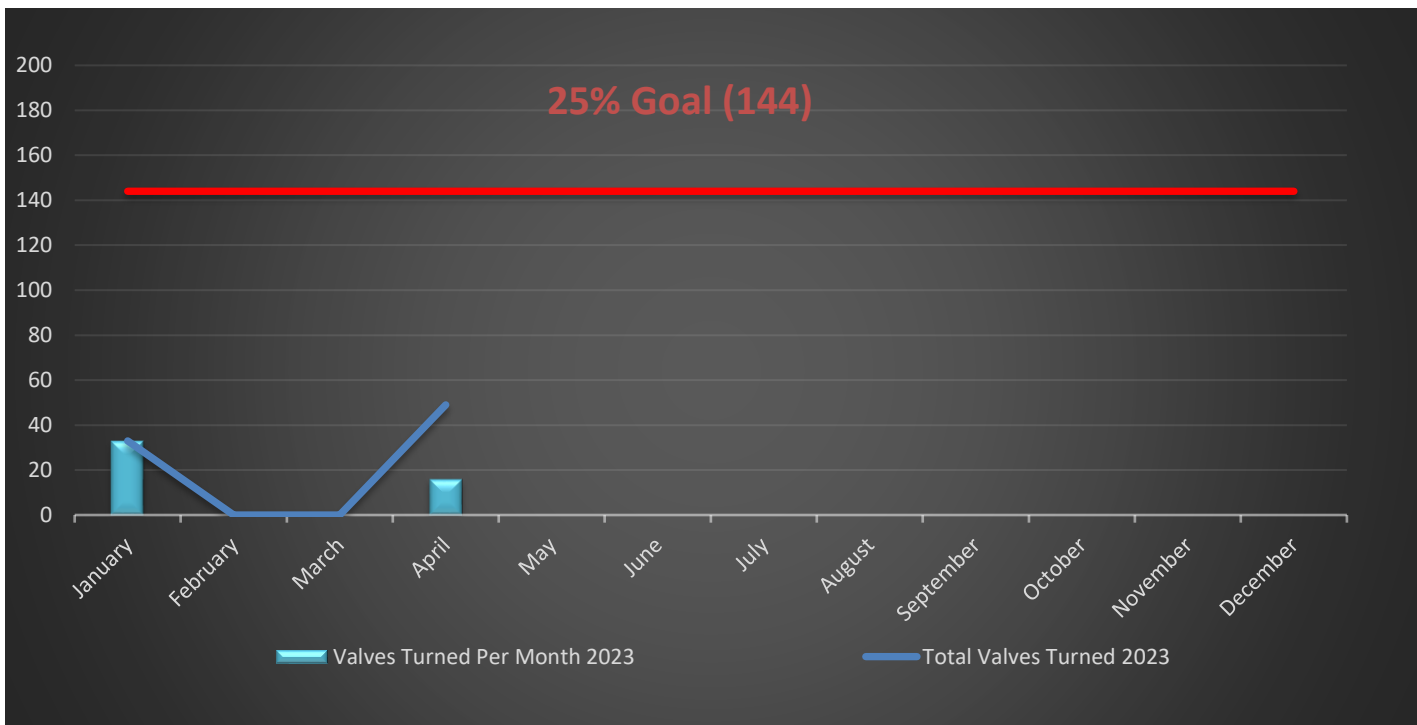
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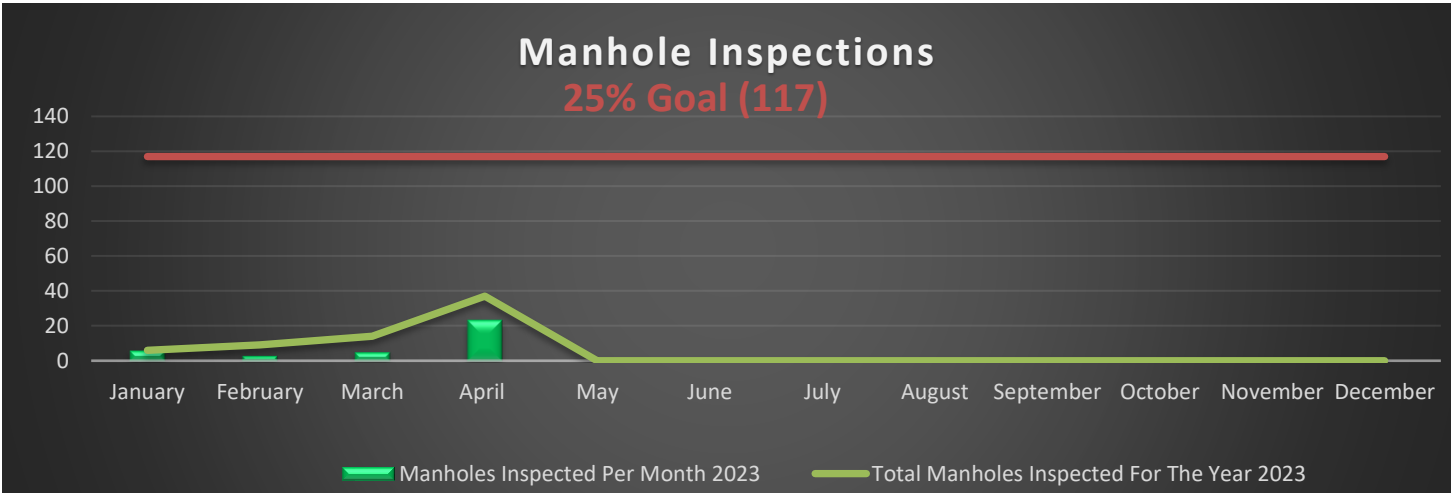


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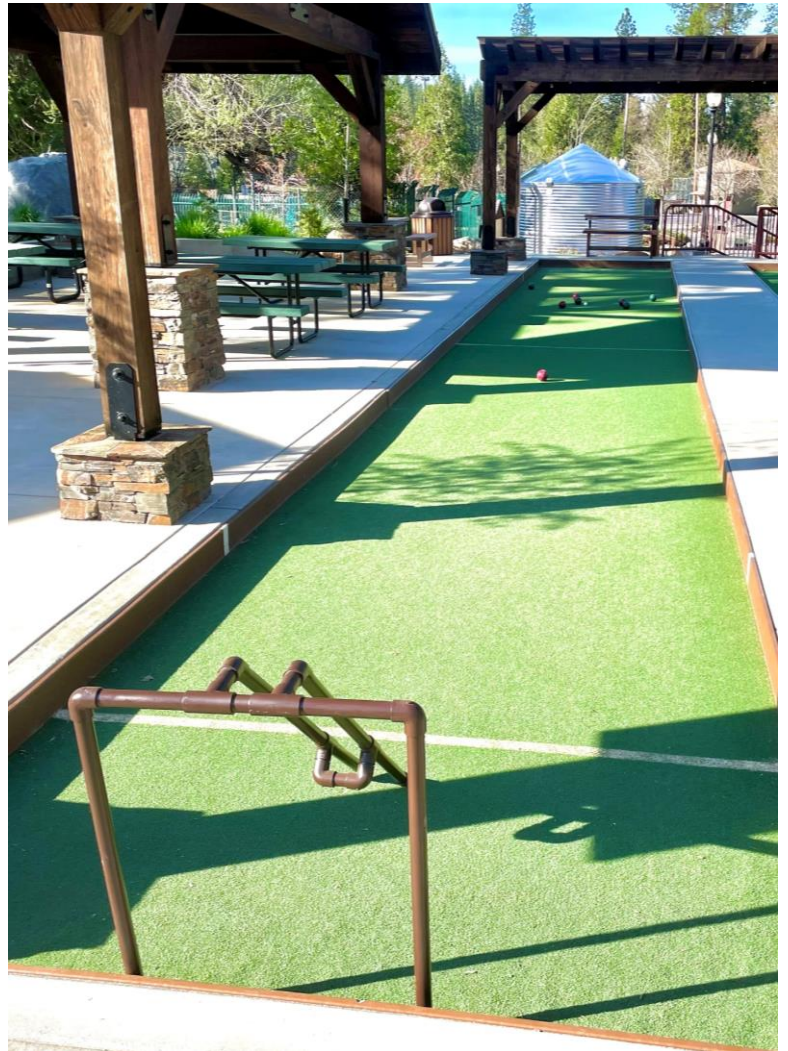


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SERVING OUR COMMUNITY

MONTHLY UPDATE

April 2023

Mary Schriener, Editor & PIO
twainhartecert@gmail.com

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Being Prepared Is Vital	Page 5
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NOTES FROM THE PROGRAM MANAGER

by Carol Hallett



April is such a great month, it marks the end of winter and the beginning of spring. I absolutely love watching the blooms as I am walking.

Spring reminds us to get out and start moving again. I was speaking with a gentleman who is going to turn 104 this year and he said his secret to a long life is keep moving. I am taking his advice.

Along with working out 3 days a week I am out walking around Twain Harte 2-3 days a week. I am also making sure that I keep a balance of activities so that life is fun! I am making time to see friends, plan dinners and oh yes, my favorite spring and summer picnics.

This month the THA-CERT was found engaging in different activities and hosting a vitally important training. I hope you enjoy reading about our activities in this newsletter. I also hope to see you on the trails!

We hope you enjoy this month's issue. Our goal is to provide information to the community, focusing on safety and health.

If you have a suggestion for future articles, please contact twainhartecert@gmail.com for consideration of the topic by the board.



Hike to Red Hills Trail

APPRECIATION LUNCHEON

by Carol Hallett, Program Manager



There was a camaraderie in the air that came from being in the trenches together when we were needed during the pandemic; the bond formed while working at the drive-through vaccine clinics. It was great knowing that we were all part of the solution to a world-wide problem.

Michelle Jachetta started the event with some very kind words and a note in her speech that said, "words cannot express.." we all felt the emotion. This was followed by the Public Health Officer reading the beginning of a "Tale of Two Cities". The words eerily expressed the time, this situation, the memory of the time.



My favorite part was hanging out with my friends, the volunteers who gave so much right when the community needed them the most. Not all the volunteers could make the luncheon but we remembered them all fondly.



"It was the best of times, it was the worse of times. It was the age of wisdom, it was the age of foolishness. It was the epoch of belief, it was the epoch of incredulity. It was the season of light, it was the season of darkness. It was the spring..."

WHAT HAPPENED IN APRIL?

by Mike Mandell, Team Leader



April was another slow month for THA-CERT as far as deployments go. We had one call for replacement of a smoke alarm. I supervised, while my partner, Bob (Schreiner), installed a new smoke detector in a house in Twain Harte. This program, which is free to disabled and senior members of our community, is underutilized and I hope that you share information about this program to your friends and neighbors.



Antique Fire Truck got its number

The antique fire engine is sporting its original number, 3, again and is looking better than ever.

We're looking forward to a busy summer. After the Outhouse races and June training, we have the Summer Outdoor Market, and a great August training. Hope to see you all out at the various events this summer. I think we've all earned the right to celebrate the warm weather.



We are doing a lot behind the scenes, though, to prepare for a busy summer and fall season. There are lots of meetings and communications regarding the upcoming Twain Harte Outhouse Races and I hope you will all join us there at Eproson Park on June 10th as we host the races, which are returning after a 3-year hiatus.

We just had a very successful training on CPR and use of AEDs. I hope you will join us in June for the Practical First Aid training (details on the last page of this newsletter).

Now that the weather has warmed up and the chance of snow is minimal, at best, I moved the trailer up from my house in Soulsbyville to Vantage Point, in Twain Harte.



"I just bought this package of batteries and it says, 'Batteries not included.'"

JOIN TWAIN HARTE RADIO NET

by Lise Lemmonier, Planning Section Chief



We are looking to really grow the Twain Harte Radio Net. Why, you might ask? So that we can all be more prepared when an emergency happens. It has been wonderful to be part of the Twain Harte Radio Net and to watch it grow. We are meeting our neighbors and having conversations at least once a week (Sundays at 0900, now on channel 18).

The more people we have on the net the more we can "relay" conversation, which would mean that more people can hear the conversation and get information about emergencies. Right now, we are just sharing information about what is happening in the neighborhood as a means of practicing. During an emergency, we can communicate what is happening in and around town, which could be vital to our decision making about staying or leaving.

This is a low investment way to solve the problem of losing communications during an emergency. The fear that comes along with being isolated is when we really need our community.

We want to make it simple for you to see how easy it is by lending you a radio. Please let us know if you would like to be part of our net. We will give you a radio to borrow, train you on how to use it and test it with you so that you will be comfortable.

The idea behind the Twain Harte Radio Net is to practice using our radios during non-emergency times so that when we need them we will be able to use them effectively to communicate with each other.

To learn how to borrow a radio and get training send a note to: twainhartecert@gmail.com



"I told you the tank was half-empty, but oh no, you said it was half-full."

BEING PREPARED IS VITAL

Fire Season is upon us. Being prepared can be life altering:

- Keep your gas tank full
- Back into your parking spot
- Have your "Go Bag" ready
- Have plenty of water & food
- Have an out of area contact person
- Be part of your neighborhood radio watch (net)
- Have an evacuation plan, and practice it



MAKING A GO BAG VIDEO FOR YOU!

by Mark Holmes



Mark Holmes and his wife, Ellen Cremer, moved from the big city to the Mother Lode 10 years ago into a tent on an undeveloped piece of forest land outside of Twain Harte with no water, power or shelter.

Starting from scratch, they've been slowly building a house, large garden and a new life—largely with their own hands. This includes using beetle-kill pines and cedars for lumber, digging a 925-ft well, harvesting local stones for tiles, and generally taking advantage of the bounty of raw materials and sunlight in this special area. It is a true labor of love!

Along the way, Ellen has taken her 25+ years of dance and yoga training to create Gold Country Yoga, a local studio focused on the quieter, restorative nature of these ancient practices. Mark's professional background in visual effects includes Emmy and Academy Award winning projects like Forest Gump; he's also an avid designer and builder, and has been quite busy this last decade.

Mark and Ellen both try to be, and are, productive, contributing members of this special rural community. Ellen raised funds for the Sonora Area Foundation during the initial shutdowns of Covid-19; Mark helps organize safety and awareness in the neighborhood where they live (far from county services!). Helping produce this Go-Bag video is just a small way of continuing that intention.

Mark attended one of the THA-CERT monthly training classes (Radio Net) and met some of the team. He offered to help with creating a Go Bag video. We picked a date and met up with bag in hand.



Carol Hallett on editing software

His studio was set up and ready for us to get started. Carol Hallett was to be the presenter. Margaret Lawrence and Cindy Howell came along to help out when needed. It was an amazing experience and it was clear that we were in the hands of an experienced professional.

We did a couple takes, added some detail along the way and all of a sudden it was done... well, except for the editing to make it look good. That was all Mark's doing.

Now it is up to you to go onto our website:
www.thacert.org

Download our go bag list as a starting point. Watch the video to learn the secret to being prepared and then build your own go bag.



"Any diet drinks?"

AREA 12 AGENCY ON AGING

by Kristin Millhoff, Executive Director



Information & Assistance

The Information & Assistance program provides information, referrals and support to older adults and their families in our service area. Whether you are looking for a phone number for a particular program, require assistance in helping to identify problems, or need an advocate to ensure you receive the services you need, the Information & Assistance staff can help. Our certified specialists are trained to provide comprehensive assessments to callers in order to assist with difficult and complex situations. We believe when older adults know their options, they are empowered to make decisions that can enhance their lives and enable them to live independently as long as possible.

This service is available at no cost. Voluntary contributions are accepted. However, no eligible individual will be denied services because of an inability to contribute. For information on this program, contact us at (209) 532-6272 or (800) 510-2020 or at info@areal2.org.

Aging & Disability Resource Connection (ADRC) has an online resource directory. It provides a central source of current, reliable, and objective information about a broad range of programs or services available to older adults and persons with disabilities, regardless of income.



"Relax. He could just be looking for fun."

THINGS ARE HAPPENING IN TWAIN HARTE

Reported at the Twain Harte Partners Meeting

Pickle Ball Courts project is also underway. Hoping to have completed by late summer.

Community Center improvement projects start in mid May. The center will not be available to rent from May through July while under constructions. Projects include new flooring, ADA bathroom renovations, and parking lot improvement. These, along with other improvements, will make the center better suited for additional trainings, meetings and forums to be held.

THCSD employees are working with County Employees to fix the sink hole at Eproson Park and get the park re-opened ASAP.

Homeowners are moving forward on Park Improvement projects which include:

1. Re-leveling and re-sodding the grass area in front of the stage
2. New gravel in front of the rock wall
3. Re-staining of the driveway and dance floor concrete.

APRIL CPR & AED TRAINING CLASS

by Margaret Lawrence, Training Officer



On Saturday, April 29th, we held our monthly training meeting at the Twain Harte Community Center. Of the 23 people who attended this training, 12 were members of the community. It was wonderful to see so many people coming out for this important class.

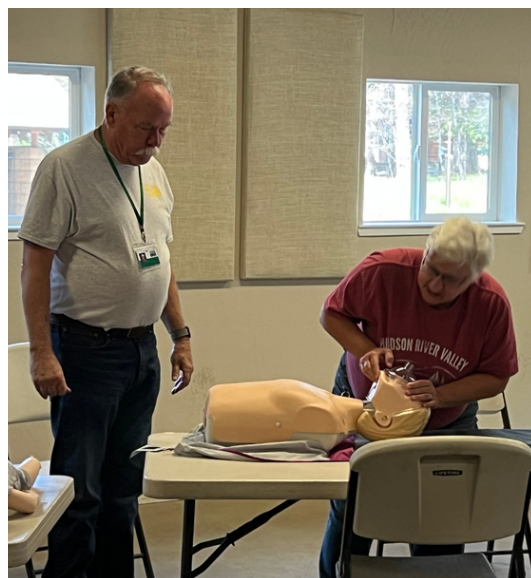
Students were instructed on CPR techniques for adults, children, and infants, as well as the proper use of AED devices. It is great information to have in your back pocket.

A big thank you to our CERT members and training instructors, Michelle Wagner and Randie Revilla for an informative and interesting training.

Due to construction at the Community Center, the May Traffic Control training has been postponed. Be safe and enjoy the upcoming Memorial Day weekend.



Michelle Wagner instructs the class



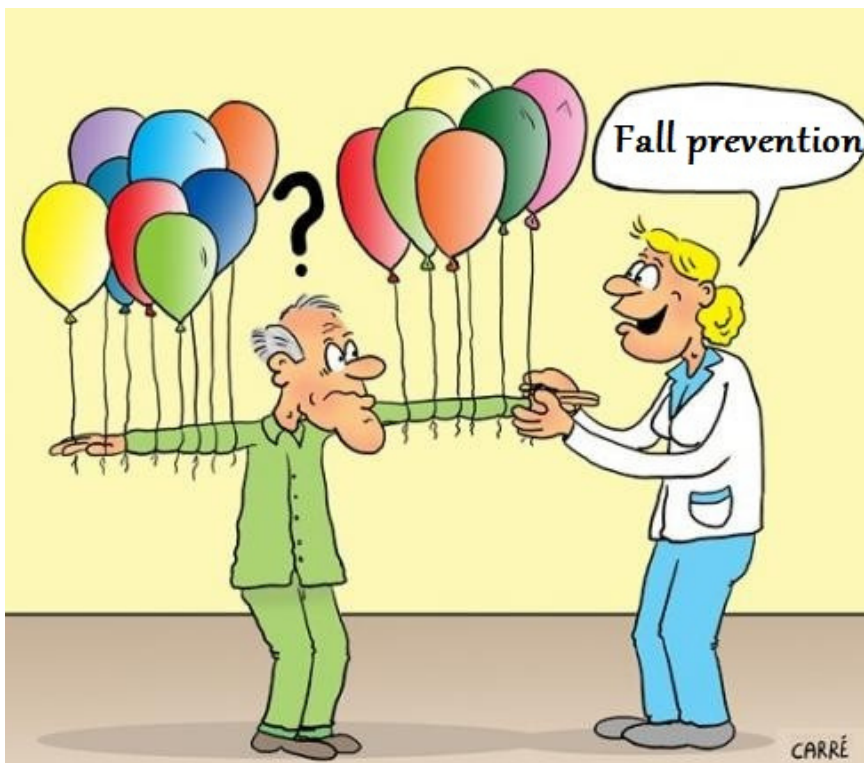
SENIOR SAFETY TIPS

by John Buckingham, Safety Officer



Since May is Older Americans month, here are some safety tips to take note and be aware of:

- 1) Keep Emergency contacts close to every communication device you use for quick access
- 2) Safety Proof your house to avoid falls and injuries. Keep floors picked up, avoid area rugs, do not put books and objects on the floor where they can trip you up.
- 3) If you have difficulty walking or are prone to falls, consult with your health provider. There are courses available that provide exercises to improve balance. Also wear a medical care button that can be pressed to seek immediate attention.
- 4) Avoid Bathroom hazards by adding pull bars to showers and tubs. Use non slip mats. Keep floors free of towels and clothing and spilled water.
- 5) Make sure all smoke and carbon monoxide detectors are operating. THA-CERT can help with this at no charge!! Contact Mike at (209) 770-2674.
- 6) Be aware of your surroundings and avoid obstacles that could cause a fall
- 7) Protect against abuse to yourself and your finances. Lock doors and windows. Be extremely cautious about giving personal information to strangers or online requests. Stay alert to potential and current scams via AARP. Notify law enforcement if you encounter a scam threat.



WHERE DOES THE TIME GO?

by Lise Lemonnier, Planning Section Chief

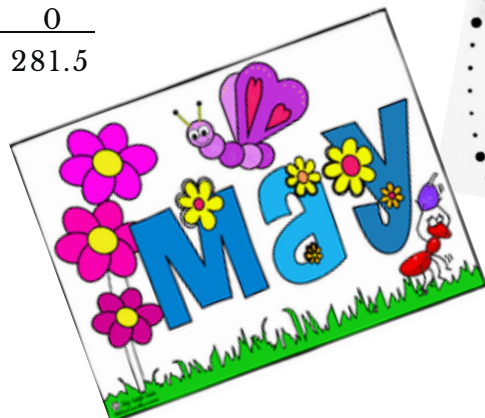
The total THA-CERT volunteer hours for April are:

Administration = 194.5

Training = 87

Deployment = 0

Total April hours = 281.5



Events

Visit Tuolumne County:

<https://www.visittuolumne.com/events>

Twain Harte Chamber of Commerce:

<https://www.twainhartec.com/events>

A lecture at the Nest Nursery in

Twain Harte is scheduled for

May 21 @ 10:00 am

Discussion will involve native and drought tolerant plants.

Memorial Day Celebration



This year's honoree will be Chuck Evans. The Harte of the Kitchen Store will provide cookies for attendees.

May 29 @ 11:00 am

Arch/flag pole in TH

Training

The May THA-CERT training on Traffic

Control has been cancelled, due to construction at the Twain Harte Community center.

June 24th, 0900 - 1200

Practical First Aid Training

THCSD Offices

22912 Vantage Pointe Drive, Twain Harte

Meetings

THCSD Board Meeting

<https://www.twainhartecsd.com/board-meetings>

Wednesday, May 10th, 9:00 am

Save The Date!



THA-CERT Presents

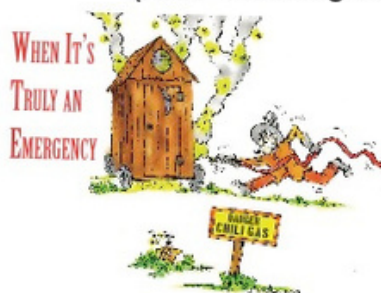
THE WORLD CLASS TWAIN HARTE OUTHOUSE RACES

June 10, 2023

Parade at 9:00 AM - Race 10:00 AM to 4:00 PM

Eproson Park, Twain Harte, CA

(AKA "Flushing Downs")



Tot Pot Races
Craft Vendors
Local Food Vendors
Beer & Margaritas

For information contact:
twainhartecert@gmail.com
(209) 481-5790

For vendor information:
mountainmeadowproductions@gmail.com

This fundraiser benefits: Twain Harte Volunteer Fire Department (THVFD) & THA-CERT.

The Summer book sale is tentatively scheduled for June 24 in the parking lot at the Twain Harte Library. It will run 10:00-4:00.

More information to be provided as it comes available.



CERT & Fire Association Board Meeting

Thursday, May 11th, 9:30 am

Location: Vantage Point Meeting room



Board Meeting Agenda Item Summary

May 10, 2023

ITEM #:	07D	ITEM TYPE:	<input checked="" type="checkbox"/> Discussion <input type="checkbox"/> Action <input type="checkbox"/> Both
SUBJECT:	General Manager's report.		
RELATION TO STRATEGIC PLAN:	<input checked="" type="checkbox"/> N/A <input type="checkbox"/> Advances Goal/Objective #'s: _____		

RECOMMENDED ACTION:

None.

SUMMARY:

This item includes a written and verbal report from the General Manager regarding overall District operations and operations of the District's Administration Division over the previous month.

FINANCIAL IMPACT:

None.

ATTACHMENTS:

- General Manager's Report

GM REPORT

May 10, 2023



ADMIN ACTIVITIES

- Fiscal Year 2023-24 Budget and 5-Year Capital Plans
- Water and Sewer Rate Study
- Million Gallon Tank #2 Bidding & Award
- TH Meadows Park Design & Funding Agreement
- FEMA Storm Damage Reimbursement Coordination
- Park Maintenance Options and Solutions
- Records Retention, Reorganization and Purging

CAPITAL PROJECTS

Motor Control Center (MCC) Upgrade

Budget: \$185,000

Construction submittals to replace the MCC at the water treatment plant have been reviewed and approved. Work is scheduled to take place in November 2023 during low water demand months.

Twain Harte Meadows Park

Budget: \$2,600,000

A grant-funded project to build a new, community-designed park next to Eproson Park. Final design is in review and the funding agreement is complete. Bidding is anticipated to occur in June 2023 and construction is anticipated to begin later this summer.

Million Gallon Tank #2 Rehabilitation

Budget: \$1,275,000

Paso Robles Tank, Inc. was the low bid for this grant-funded project to replace tank roof and recoat interior and exterior of the tank. Construction is anticipated to begin in June 2023.

Tennis/Pickleball Court Improvements

Budget: \$295,000

Expansion/resurfacing of the pickleball courts with a sport grid surface and resurfacing of the tennis courts with a clay surface is currently in design. Construction is anticipated in summer/fall.

Community Center Improvements

Budget: \$40,000 Fire / \$40,000 Park

A project to remodel the kitchen and provide ADA bathrooms has is expected to begin this week and be complete by August.

MEETINGS OF INTEREST

- 4/21 Sherwood Forest Design Meeting
- 4/26 Water Shortage Contingency Plan
- 5/11 Community Rock Spreading at Park
- 5/11 Twain Harte Download
- 5/16 CSDA Legislative Days

PLANNING PROJECTS

Water System Evaluation/Analysis

Budget: \$499,053

Hydraulic model, water loss analysis and risk assessment and identification/prioritization of capital projects is complete. Design of Sherwood Forest water lines replacement is underway.

FUNDING OPPORTUNITIES

FEMA SAFER GRANT - \$2.7M

Full-Time Firefighters / Award: September 2023

MULTI-BENEFIT DROUGHT GRANT - \$650K

Turf Replacement / Award: Spring 2023

MULTI-BENEFIT DROUGHT GRANT - \$950K

Shadybrook Silt Removal / Award: Spring 2023

MULTI-BENEFIT DROUGHT GRANT - \$1.7M

Water Line Replacement / Award: Spring 2023

STATE REVOLVING FUND - \$4.5M

TH Pipeline Project / Award: Summer 2023

PROP 68 RURAL RECREATION - \$1.25M

TH Meadows Park / AWARDED

MULTI-BENEFIT DROUGHT GRANT - \$1.275M

MG Tank #2 Rehab / AWARDED