

**BOARD OF DIRECTORS
SAN BENITO COUNTY WATER DISTRICT
Agenda For
October 28, 2020**

**Regular Meeting – 5:00 p.m.
30 Mansfield Road – Hollister, California 95023**

Assistance for those with disabilities:

If you have a disability and need accommodation to participate in the meeting, please call Barbara Mauro, Board Clerk, at (831) 637-8218, 48 hours prior to meeting for assistance so the necessary arrangements can be made.

On March 12, 2020, Governor Newsom issued Executive Order N-25-20, which enhances State and Local Governments' ability to respond to COVID-19 Pandemic based on Guidance for Gatherings issued by the California Department of Public Health. The Executive Order specifically allows local legislative bodies to hold meetings via teleconference and to make meetings accessible electronically, in order to protect public health. There will be NO physical location of the meeting for members of the public. Members of the public may participate telephonically. Members of the public participating are instructed to be on mute during the proceedings and to speak only when public comment is allowed, after requesting and receiving recognition from the Board President.

Conference Telephone Number: 844-233-5644

Conference Code: 6753837632

If you plan to participate in the meeting and need assistance, please call
Barbara Mauro, Board Clerk, at (831) 637-8218, 48 hours prior to meeting.

CALL TO ORDER

- a. Pledge of Allegiance to the Flag
- b. Roll Call
- c. Speakers will be limited to 5 minutes to address the Board; rebuttal will be limited to 3 minutes; no new business agenda items will be heard after 8:00 p.m.
- d. Approval of Agenda
- e. Public Input: Members of the Public are Invited to Speak on any Matter not on the Agenda

CONSENT AGENDA:

(Consent items shall be considered as a whole and without discussion unless a particular item is removed from the consent agenda. Board member may discuss individual items or seek information from staff or legal counsel without removing the item from the Consent Agenda. A member of the public should seek recognition by the President if comment is desired. Approval of consent items shall be made by one motion.)

1. Approval of Minutes for: September 30, 2020 Regular Meeting
2. Allowance of Claims
3. Acknowledgement of Paid Claims prior to the October Board Meeting
4. Acceptance of Quarterly Investment Report, Ending September 30, 2020

REGULAR AGENDA:

5. Update of Other Post-Employment Benefits (OPEB) Reports
 - a. Report on OPEB Actuarial Accrued Liability (AAL)
 - b. Report on California Employers' Retiree Benefit Trust Program (CERBT) funding strategy
 - c. Report on Documentation for District Manager OPEB Benefit pursuant to Government Code section 7507
6. Consider Adoption of Resolution 2020-17, Authorizing the filing of a Notice of Exemption from the California Environmental Quality Act for Approval of and Authorization to Execute the Amended and Restated Contract between the United States and San Benito County Water District for Water Service, Facilities Repayment, and for Operation and Maintenance of Certain Works of the San Felipe Division and Authorize District Counsel to file a validation action for the Repayment Contract
7. Consider Adoption of Resolution 2020-18, Preliminary Intention to Proceed with Refinancing of CalPERS and WIIN Act Obligations, and Appointing a Financial Advisor and Bond Counsel in connection therewith
8. Discuss and Consider Authorizing District Manager Execute Amendment 16 with HDR to Support Alternative Long-Term Water Supply Option Evaluations (NTE \$83,730)
9. Discuss and Consider Awarding a Contract to MCC Controls LLC DBA Primex for the Scada Programmable Logic Controller Upgrades and Authorizing the District Manager to Execute all Documents Necessary (NTE \$30,380)
10. Discuss and Consider Approval of Drilling Contract with Maggiora Bros. Drilling Inc. for the North County Groundwater Supply - Monitoring Well Installation Study (NTE \$ 133,740)
11. Consider Approval of new position of Finance Manager in Management, Confidential and Professional Group and Authorize District Manager to fill position
12. Consider setting the September, November and December Board Meeting dates for 2021
13. Consider Authorizing the District Manager (or his Designee) and Director Attendance at the 2020 ACWA Fall Virtual Conference, December 2-3, 2020

14. Committee/Agency Representative Reports:
 - a) San Luis Delta Mendota Water Authority (Tonascia/Cattaneo)
 - b) Water Resources Association (Flores/Bettencourt)
 - c) Finance Committee (Tonascia/Williams)
 - d) Personnel Committee (Tobias/Tonascia)
 - e) Zone 6 Water Supply Committee (Tobias/Flores)
 - f) Monthly Operations and Maintenance Report (Craig)

15. District Manager/Engineer's Report:
 - a) Reach 1 Operations
 - b) Zone 3 Operations
 - c) Zone 6 Operations
 - d) San Luis Delta Mendota Authority Activities
 - e) Sustainable Groundwater Management Act (SGMA) Update
 - i. Sustainability Criteria Chapter for the Groundwater Sustainability Plan
 - f) Pacheco Reservoir Expansion Project
 - g) Water Infrastructure Improvements for the Nation Act (WIIN) Contract Conversion
 - h) City of San Juan Bautista Water Infrastructure

16. **CLOSED SESSION: Conference with legal counsel—Existing litigation**
 - a) Government Code 54956.9(a)
San Benito County Water District v. Randy McAlpine
(CL-13-00437)
 - b) Government Code 54956.9(a)
Randy McAlpine v. San Benito County Water District
(CU-17-00050)

17. **CLOSED SESSION:**
Public Employee Performance Evaluation
Title: District Manager/Engineer
Authority: California Government Code Section 54957

18. CLOSED SESSION:

Conference with Labor Negotiator

Pursuant to Government Code Section 54957 and 54957.6

Agency Negotiator: Board of Directors

Unrepresented Employees: District Manager, Assistant Manager

19. OPEN SESSION: Report action, if any on:

- a. 16(a)
- b. 16(b)
- c. 18

20. Adjournment

Adjournment - Unless there is a special meeting prior to that time, the next regular meeting of the Board will be Wednesday, November 18, 2020. Meetings are held at the District office, 30 Mansfield Road, Hollister, California. **LAST DAY TO FILE CLAIMS** against the District is the second Friday of each month, except in November and December. Usually meeting dates change in those months because of holidays. The Board may hold a closed session to discuss personnel matters, litigation or employee negotiations as authorized by the Ralph M. Brown Act, Evidence Code #950-962 or other appropriate State law.

All public records relating to an agenda item on this agenda are available for public inspection at the time the record is distributed to all, or a majority of all, members of the Board. Such records shall be available at the District office located at 30 Mansfield Road, Hollister, California.

September 30, 2020
Regular Meeting
5:02 p.m.

On March 12, 2020, Governor Newsom issued Executive Order N-25-20, which enhances State and Local Governments' ability to respond to COVID-19 Pandemic; this meeting was conducted with some members participating via conference phone. Because of this, all voting was done by roll call vote.

The Board of Directors of the San Benito County Water District convened in regular session on Wednesday, September 30, 2020 at 5:02 p.m. at the San Benito County Water District office at 30 Mansfield Road, Hollister, California. Members present were: President John Tobias, Vice President Frank Bettencourt and Directors Sonny Flores, Joe Tonascia and Doug Williams, who all were present at the District. Also present at the District were District Manager/Engineer Jeff Cattaneo, District Counsel Jeremy T. Liem, Assistant Manager Sara Singleton, Deputy District Engineer Garrett Haertel and Board Clerk/Office Specialist III Barbara Mauro; Supervising Accountant Natalie Sullivan participated via conference call.

CALL TO ORDER

President Tobias called the meeting to order at 5:02 p.m.

- a. **Pledge of Allegiance to the Flag**
President Tobias led the Pledge of Allegiance.
- b. **Roll Call**
Mrs. Mauro called roll; President Tobias, Vice President Bettencourt and Directors Flores, Tonascia and Williams were all present. Also, in addition to the staff present at the District, Supervising Accountant Natalie Sullivan called in on the conference line as well as Charlotte Holifield from the California Special Districts Association (CSDA).
- c. **Speakers will be limited to 5 minutes to address the Board; rebuttal will be limited to 3 minutes; no new business agenda items will be heard after 8:00 p.m.**
- d. **Approval of Agenda**
With a motion by Director Tonascia and a second by Director Flores, the Agenda was approved by the Board of Directors with 5 affirmative votes; Tobias, Bettencourt, Flores, Tonascia and Williams.
- e. **Public Input: Members of the Public are Invited to Speak on any Matter not on the Agenda**
Charlotte Holifield of the CSDA asked to address the Board. Ms. Holifield is the new representative for our area and is reaching out to the District as we are not a member. CSDA represents approximately 1200 Special Districts in the state.

CONSENT AGENDA:

1. **Approval of Minutes for: August 26, 2020 Regular Meeting**
2. **Allowance of Claims**
3. **Acknowledgement of Paid Claims prior to the September Board Meeting**

With a motion by Director Tonascia and a second by Director Williams, the Board of Directors approved the Consent Agenda by 5 affirmative votes; Tobias, Bettencourt, Flores, Tonascia and Williams.

REGULAR AGENDA:

4. **Discuss and Consider Adoption of the Findings of a Categorical Exemption, Section 15301, Class 6 action, for North County Water Supply Program: California Environmental Quality Act (CEQA) Notice of Exemption for drilling a test well near Highway 156 and San Felipe Road and authorize the District Manager to file the Notice of Exemption with the San Benito County Clerk and the State of California Office of Planning and Research**

Mr. Haertel stated the City of Hollister (COH) has experienced some water supply issues in the north area. Water quality issues are a result of low demand and the length of pipe. Mr. Haertel stated the District is working with the COH and Sunnyslope County Water District (SSCWD) on this program. This project includes a test well which will be for an information collection study and is considered exempt from California Environmental Quality Act (CEQA). Mr. Haertel stated the action needed would be to approve the resolution for the notice of exemption and authorize the District Manager to file it. This work is part of the grant obtained for the District by Todd Groundwater.

With a motion by Director Flores and a second by Director Williams, Resolution #2020-16, *A Resolution of the Board of Directors of the San Benito County Water District Certifying the San Benito County Water District Notice of Exemption for the North County Groundwater Supply Study – Monitoring Well Installation and Approving the North County Groundwater Supply Study -- Monitoring Well Installation* was approved by the Board of Directors with 5 affirmative votes: Tobias, Bettencourt, Flores, Tonascia and Williams.

5. **Discuss and Consider Authorizing the District Manager to sign a Utility Agreement between the San Benito County Water District and the State of California, Department of Transportation for the realignment of the District's existing facilities for conflicts with the project's proposed alignment (NTE \$622,917)**

Mr. Haertel began by stating the revised amount is now \$508,150. Mr. Haertel stated it has been proposed to reroute Highway 156 from Union to the San Juan Valley. This realignment crosses three of the District's facilities. The District is working with San Benito Engineering on this project.

President Tobias asked if the \$508,150 cost is the responsibility of CalTRANS and Mr. Haertel stated that is correct. Mr. Cattaneo added if the cost exceeds 125% over the bid amount, the District can go back to CalTRANS and amend the agreement.

Director Tonascia asked if our choice on timing was to lessen the impact on our customers. Mr. Haertel stated yes. Mr. Cattaneo added CalTRANS will install the new pipeline and the last step will be to cut into the District's pipeline. As this will be the District's project, we control the timing. The impact to our deliveries could be limited to a day or two. Mr. Haertel also added this cost does not include the cost to acquire any necessary easements.

With a motion by Director Tonascia and a second by Director Williams, noting the change in the not to exceed to \$508,150, the Board of Directors Authorized the District Manager to sign a Utility Agreement between the San Benito County Water District and the State of California, Department of Transportation for the realignment of the District's existing facilities for conflicts with the project's proposed alignment (NTE \$508,150) was approved with 5 affirmative votes; Tobias, Bettencourt, Flores, Tonascia and Williams.

6. Committee/Agency Representative Reports:

a) San Luis Delta Mendota Water Authority (Tonascia/Cattaneo)

As per Mr. Cattaneo, he will address this under his manager's report.

b) Pajaro River Watershed Flood Prevention Authority (Bettencourt/Flores)

As per Director Bettencourt, he participated in a telephone conference. He reported the Levee Project is moving forward.

c) City of San Juan Bautista Water Infrastructure Ad Hoc Committee (Tonascia/Flores)

As per Director Tonascia, the committee reviewed possible solutions with the City of San Juan Bautista. Director Flores added potential costs and options were also reviewed. Mr. Cattaneo added the City Manager of the City of San Juan Bautista is setting up a meeting to discuss connecting to the West Hills Water Treatment Plant. Next Tuesday, there will be a City of San Juan Bautista town hall meeting at 6 p.m. via ZOOM to discuss this.

d) Monthly Operations and Maintenance Report (Craig)

Mr. Craig, using a PowerPoint, showed several photos of recent repairs. He added next month, District staff intends to return to the spillway repairs at Hernandez Reservoir.

7. District Manager/Engineer's Report:

a) Reach 1 Operations

Mr. Cattaneo reported Garth Hall's, of Santa Clara Valley Water District (SCVWD), last day was to be today. Aaron Baker has been assigned to a new position and will be replacing Nina Hawk.

b) Zone 3 Operations

Mr. Cattaneo reported all the water has been released so there isn't anything to report at this time.

c) Zone 6 Operations

Mr. Cattaneo reported the District has been operating off of San Justo Reservoir so we can utilize the anoxic water to help in controlling the zebra mussels. The downside, per Mr. Cattaneo, is this makes water deliveries difficult due to pressure issues and the water quality caused the shutdown of the Lessalt plant. West Hills was able to continue running, staff just had to use more chemicals.

d) San Luis Delta Mendota Authority Activities

Mr. Cattaneo reported the Authority is withdrawing from the San Joaquin Infrastructure Authority, mainly due to the Temperance Flat Project as it is not going forward. There was also no participation from the federal contractors.

Mr. Cattaneo also reported there was a Water Policy going to the House of Representatives, sponsored by Representative Cox, for the Western Water Infrastructure Act, but there was limited funding for the South of Delta projects. The policy was to be reviewed for better language for the South of Delta, but it is difficult to say if it will go forward.

Mr. Cattaneo reported Amendment #6, for the supply and conveyance from the Department of Water Resources for the Yuba transfer agreement is on its last 5 years. Mr. Cattaneo reported the cost of water did not go up significantly. For example, in a wet year, the cost per acre foot would go from \$50 to \$65 and for in critically dry years with 2 or more in a row, the cost per acre foot would go from \$350 to \$447.

President Tobias asked how the rates were determined. Mr. Cattaneo stated it was all negotiated, based on what the market would bear.

Mrs. Singleton discussed the Jones Pumping Plant Rewind Project. There are six pumps at the plant; two pumps have been done so far. The Bureau will finance another one and the Authority will consider a bond, perhaps as early as the October Meeting, for the remaining pumps.

e) Sustainable Groundwater Management Act (SGMA) Update

Mr. Cattaneo reported last week the District held a Public Workshop which went well; it was on Sustainability Criteria. Yesterday, the SGMA Technical Advisory Committee (TAC) met and discussed monitoring and costs. The next two TAC meetings will be more about the hard numbers, annual costs and reporting.

f) Pacheco Reservoir Expansion Project

SCVWD and our staff met and discussed goals and objectives. Mr. Cattaneo anticipates updating the Board in December. HDR will be reviewing all the goals and objectives for the SBCWD. At the October Board meeting, there will be an HDR Amendment for the Board to consider.

g) Water Infrastructure Improvements for the Nation Act (WIIN) Contract Conversion

Mr. Cattaneo reported the last meeting held was June 23rd and the District has not received the final draft. Mr. Cattaneo sent an e-mail to Michael Jackson today, to ask for the status. He reminded the Board there is a requirement of a public review also.

**8. CLOSED SESSION: Conference with legal counsel—
Existing litigation**

- a) **Government Code 54956.9(a)
San Benito County Water District v. Randy McAlpine
(CL-13-00437)**
- b) **Government Code 54956.9(a)
Randy McAlpine v. San Benito County Water District
(CU-17-00050)**

(The Board convened in Closed Session at 5:48 p.m.)

9. OPEN SESSION: Report action if any

(The Board reconvened in Open Session at 6:11 p.m.)

President Tobias reported the Board took no action on either Closed Session item.

10. Adjournment

With no further business to discuss, the meeting was adjourned at 6:12 p.m.

John Tobias, President

Barbara L. Mauro, Board Clerk

Batch ID:	CK102820	Audit Trail Code:	PMCHK00000840
Batch Comment:	Board Claims October 28, 2020	Posting Date:	10/28/2020

IT IS CERTIFIED THAT THE FOLLOWING IS A TRUE LIST OF CLAIMS PROPERLY
AND REGULARLY COMING BEFORE THE BOARD OF DIRECTORS OF SAID
DISTRICT ON: OCTOBER 28, 2020

Check #	Date	Payment Number	Vendor ID	Check Name	Amount
<hr/>					
0054185	10/28/2020	027877	A1JAN	A-1 Services	\$306.00
0054186	10/28/2020	027878	ACWA	Association of California Water Agencies	\$18,850.00
0054187	10/28/2020	027879	ACWAJ	ACWA/JPIA	\$54,731.23
0054188	10/28/2020	027880	ATOOL	A Tool Shed	\$408.00
0054189	10/28/2020	027881	B&SSU	B&S Supply	\$619.84
0054190	10/28/2020	027882	BENCA	Ben Caputo Printing Company	\$2,656.32
0054191	10/28/2020	027883	BRIGA	Brigantino Irrigation	\$1,996.38
0054192	10/28/2020	027884	CCOIG	C.C.O.I. Gate & Fence	\$95.00
0054193	10/28/2020	027885	CINTA	Cintas Corporation	\$682.00
0054194	10/28/2020	027886	CMANA	CM Analytical, Inc.	\$240.00
0054195	10/28/2020	027887	CONSOLID	Consolidated Parts, Inc.	\$0.43
0054196	10/28/2020	027888	DASSE	Dassel's Petroleum, Inc.	\$2,934.44
0054197	10/28/2020	027889	DATAF	Dataflow Business Systems, Inc	\$2,732.34
0054198	10/28/2020	027890	DATAI	Data Instincts	\$1,135.00
0054199	10/28/2020	027891	EBCO	EBCO Pest Control	\$44.00
0054200	10/28/2020	027892	ELCCO	ELC Consulting	\$6,897.00
0054201	10/28/2020	027893	ELLRO	Robert H. Ellis, PE	\$7,672.00
0054202	10/28/2020	027894	ERSHI	Ershigs, Inc.	\$13,878.00
0054203	10/28/2020	027895	ESQAL	Alejandro Esquivel	\$120.00
0054204	10/28/2020	027896	FASTE	Fastenal Company	\$108.17
0054205	10/28/2020	027897	FASTT	Fastrack Softworks, Inc.	\$1,175.00
0054206	10/28/2020	027898	FEDEX	Federal Express	\$21.22
0054207	10/28/2020	027899	FONDR	Fondriest Environmental	\$1,339.77
0054208	10/28/2020	027900	FRESN	Fresno Valves & Castings, Inc.	\$2,294.87
0054209	10/28/2020	027901	GREENRU	Green Rubber Kennedy Ag Supply	\$354.64
0054210	10/28/2020	027902	GUTIE	Gutierrez Consultants	\$5,635.00
0054211	10/28/2020	027903	HAUTO	Hollister Auto Parts, Inc.	\$273.51
0054212	10/28/2020	027904	HDRENG	HDR Engineering Inc.	\$10,099.25
0054213	10/28/2020	027905	HOLLA	Hollister Landscape Supply	\$47.74
0054214	10/28/2020	027906	ICONI	ICONIX Waterworks (US) Inc.	\$4,858.41
0054215	10/28/2020	027907	JOHNS	Johnson Lumber Company	\$226.07
0054216	10/28/2020	027908	KENNE	Kennedy/Jenks Consultants Inc.	\$30,232.50
0054217	10/28/2020	027909	KRONI	Kronick, Moskovitz, Tiedemann & Girard	\$4,260.00
0054218	10/28/2020	027910	LANDS	Landscape Design by Rosemary Bridwell C	\$750.00
0054219	10/28/2020	027911	MANDE	Mandego	\$2,103.07
0054220	10/28/2020	027912	MARKN	Mark Nicholson Inc.	\$4,019.75
0054221	10/28/2020	027913	MISSIO	Mission Village Voice Media LLC	\$710.00
0054222	10/28/2020	027914	MUNIC	Municode	\$740.58
0054223	10/28/2020	027915	NEWSV	New SV Media, Inc	\$1,828.00
0054224	10/28/2020	027916	NEXGEN	NEXGEN Utility Management Inc.	\$17,764.00
0054225	10/28/2020	027917	PALAC	Palace Art and Office Supply	\$531.25
0054226	10/28/2020	027918	PIPAL	Pipal Spurzem & Liem LLP	\$3,140.00
0054227	10/28/2020	027919	PUMPI	Pumping Efficiency Testing Services	\$1,400.00
0054228	10/28/2020	027920	SBCCLERK	San Benito County Clerk	\$50.00
0054229	10/28/2020	027921	SBCFA	San Benito County Farm Bureau	\$175.00
0054230	10/28/2020	027922	SBLIVE	San Benito Live	\$600.00
0054231	10/28/2020	027923	SENTR	Sentry Alarm Systems	\$120.00

* Voided Checks

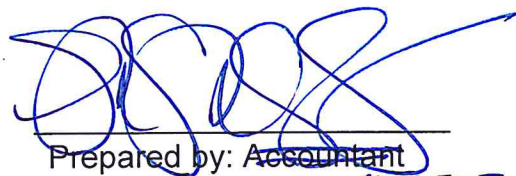
Check #	Date	Payment Number	Vendor ID	Check Name	Amount
0054232	10/28/2020	027924	SHRED	Shred-it- San Francisco	\$129.39
0054233	10/28/2020	027925	SIEMEN	SIEMENS Industry, Inc.	\$10,309.70
0054234	10/28/2020	027926	SJELE	S.J. Electro Systems, Inc.	\$4,944.00
0054235	10/28/2020	027927	SSCWD-TP	Sunnyslope County Water District	\$290,193.52
0054236	10/28/2020	027928	TODDE	Todd Groundwater	\$33,835.70
0054237	10/28/2020	027929	TOROP	Toro Petroleum Corporation	\$588.72
0054238	10/28/2020	027930	TRUEV	True Value Hardware	\$14.19
0054239	10/28/2020	027931	USBNK-CC	U.S. Bank Corporation	\$2,420.59
0054240	10/28/2020	027932	WRIIN	Wright Bros Industrial Supply	\$884.43
0054241	10/28/2020	027933	ZEIAL	Alan Zeisbrich	\$5,545.50
Total Checks: 57					Checks Total: \$559,721.52

* Voided Checks

Check #	Date	Payment Number	Vendor ID	Check Name	Amount
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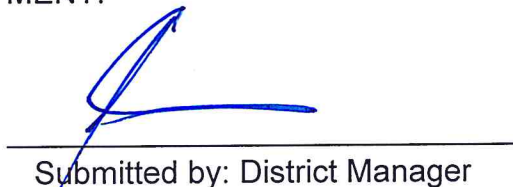
STATE OF CALIFORNIA
COUNTY OF SAN BENITO

I DO HEREBY CERTIFY, UNDER THE PENALTY OF PERJURY AT HOLLISTER, CALIFORNIA
THIS 28TH DAY OF OCTOBER 2020 THAT THE FOREGOING DEMANDS ENUMERATED HAVE
BEEN AUDITED; THAT THE SAME ARE ACCURATE AND JUST CLAIMS AGAINST THE DISTRICT;
AND THAT THERE ARE FUNDS AVAILABLE FOR PAYMENT.



Prepared by: Accountant

OFFICE SPECIALIST III



Submitted by: District Manager

APPROVED BY BOARD OF DIRECTORS ON: _____
Date

President

Payment Fund Responsibility

Page 1 of 19

Payment#	Date	Check Total	Vendor ID	Vendor Name
027877	10/28/2020	\$306.00	A1JAN	A-1 Services
Voucher:	042231	Invoice: 4394	Date: 10/1/2020	Janitorial Services October
	Allocations:	\$30.60	100-6275-0000-563-06	CS-Maint 10/5/85
	Allocations:	\$15.30	300-6275-0000-563-06	CS-Maint 10/5/85
	Allocations:	\$260.10	600-6275-0000-563-06	CS-Maint 10/5/85
				Doc Amt: \$306.00

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$30.60 Fund 300: \$15.30 Fund 600: \$260.10
Fund 800: \$0.00 Fund 802: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
027878	10/28/2020	\$18,850.00	ACWA	Association of California Water Agenci
Voucher:	042229	Invoice: 092520	Date: 9/25/2020	2021 Membership Dues
	Allocations:	\$1,885.00	100-6820-0000-562-06	Dues and Fees 10/5/85
	Allocations:	\$942.50	300-6820-0000-562-06	Dues and Fees 10/5/85
	Allocations:	\$16,022.50	600-6820-0000-562-06	Dues and Fees 10/5/85
				Doc Amt: \$18,850.00

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$1,885.00 Fund 300: \$942.50 Fund 600: \$16,022.50
Fund 800: \$0.00 Fund 802: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
027879	10/28/2020	\$54,731.23	ACWAJ	ACWA/JPIA
Voucher:	042232	Invoice: 092820	Date: 9/28/2020	Annual Liability Insurance
	Allocations:	\$46,521.55	600-6871-0000-564-06	Insurance 10/5/85
	Allocations:	\$5,473.12	100-6871-0000-564-06	Insurance 10/5/85
	Allocations:	\$2,736.56	300-6871-0000-564-06	Insurance 10/5/85
				Doc Amt: \$54,731.23

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$5,473.12 Fund 300: \$2,736.56 Fund 600: \$46,521.55
Fund 800: \$0.00 Fund 802: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
027880	10/28/2020	\$408.00	ATOOL	A Tool Shed
Voucher:	042230	Invoice: 1447933-7	Date: 9/25/2020	Maintenance Equipment Rental
	Allocations:	\$408.00	600-6450-0920-542	Tool & Equipment Rental-Subsystem Breaks
				Doc Amt: \$408.00

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$408.00
Fund 800: \$0.00 Fund 802: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
027881	10/28/2020	\$619.84	B&SSU	B&S Supply
Voucher:	042238	Invoice: 1326	Date: 9/24/2020	Maintenance Repair
	Allocations:	\$619.84	600-6275-0000-542	CS-Maintenance-TM
				Doc Amt: \$619.84

Payment Responsibilities:

Fund 000: \$0.00	Fund 100: \$0.00	Fund 300: \$0.00	Fund 600: \$619.84
Fund 800: \$0.00	Fund 802: \$0.00		

Payment#	Date	Check Total	Vendor ID	Vendor Name
027882	10/28/2020	\$2,656.32	BENCA	Ben Caputo Printing Company

Voucher:	042233	Invoice:	40313	Date:	10/14/2020	Printing Service	Doc Amt:	\$365.99
		Allocations:	\$311.09	600-6835-0000-562-06	Office Supplies 10/5/85 GA			
		Allocations:	\$18.30	300-6835-0000-562-06	Office Supplies 10/5/85 GA			
		Allocations:	\$36.60	100-6835-0000-562-06	Office Supplies 10/5/85 GA			

Voucher:	042245	Invoice:	40284	Date:	9/16/2020	WRA Printing Service	Doc Amt:	\$2,290.33
		Allocations:	\$2,290.33	600-1351-0204-151	Water Resources MOU Programs Expense			

Payment Responsibilities:

Fund 000: \$0.00	Fund 100: \$36.60	Fund 300: \$18.30	Fund 600: \$2,601.42
Fund 800: \$0.00	Fund 802: \$0.00		

Payment#	Date	Check Total	Vendor ID	Vendor Name
027883	10/28/2020	\$1,996.38	BRIGA	Brigantino Irrigation

Voucher:	042234	Invoice:	101022235	Date:	9/15/2020	Maintenance Supplies	Doc Amt:	\$173.25
		Allocations:	\$173.25	600-6320-0000-542	Supplies-TM			

Voucher:	042235	Invoice:	101022365	Date:	9/17/2020	Maintenance Supplies	Doc Amt:	\$24.25
		Allocations:	\$24.25	600-6320-0000-542	Supplies-TM			

Voucher:	042236	Invoice:	101022653	Date:	9/24/2020	Maintenance Supplies	Doc Amt:	\$449.33
		Allocations:	\$449.33	600-6320-0920-542	Supplies-TM - Subsystem Breaks			

Voucher:	042237	Invoice:	101022412	Date:	9/18/2020	Maintenance Supplies	Doc Amt:	\$97.40
		Allocations:	\$97.40	600-6320-0000-542	Supplies-TM			

Voucher:	042349	Invoice:	Q39550	Date:	9/28/2020	Contracted Maintenance	Doc Amt:	\$1,252.15
		Allocations:	\$502.15	600-6320-0920-542	Supplies-TM - Subsystem Breaks			

Allocations:	\$750.00	600-6275-0920-542	CS Maintenance TDM-Subsystem Breaks
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Payment Responsibilities:

Fund 000: \$0.00	Fund 100: \$0.00	Fund 300: \$0.00	Fund 600: \$1,996.38
Fund 800: \$0.00	Fund 802: \$0.00		

Payment#	Date	Check Total	Vendor ID	Vendor Name
027884	10/28/2020	\$95.00	CCOIG	C.C.O.I. Gate & Fence

Voucher:	042239	Invoice:	144574720	Date:	9/28/2020	Maintenance SJR Gate	Doc Amt:	\$95.00
		Allocations:	\$95.00	600-6275-0000-542	CS-Maintenance-TM			

Payment Responsibilities:

Fund 000: \$0.00	Fund 100: \$0.00	Fund 300: \$0.00	Fund 600: \$95.00
Fund 800: \$0.00	Fund 802: \$0.00		

Payment#	Date	Check Total	Vendor ID	Vendor Name		
027885	10/28/2020	\$682.00	CINTA	Cintas Corporation		
Voucher:	042240	Invoice: 4062958442	Date: 9/29/2020	Weekly Service	Doc Amt:	\$136.40
	Allocations:	\$13.64	100-6275-0000-563-06	CS-Maint 10/5/85		
	Allocations:	\$6.82	300-6275-0000-563-06	CS-Maint 10/5/85		
	Allocations:	\$115.94	600-6275-0000-563-06	CS-Maint 10/5/85		
Voucher:	042241	Invoice: 4062330276	Date: 9/22/2020	Weekly Service	Doc Amt:	\$136.40
	Allocations:	\$13.64	100-6275-0000-563-06	CS-Maint 10/5/85		
	Allocations:	\$6.82	300-6275-0000-563-06	CS-Maint 10/5/85		
	Allocations:	\$115.94	600-6275-0000-563-06	CS-Maint 10/5/85		
Voucher:	042242	Invoice: 4061676683	Date: 9/15/2020	Weekly Service	Doc Amt:	\$136.40
	Allocations:	\$13.64	100-6275-0000-563-06	CS-Maint 10/5/85		
	Allocations:	\$6.82	300-6275-0000-563-06	CS-Maint 10/5/85		
	Allocations:	\$115.94	600-6275-0000-563-06	CS-Maint 10/5/85		
Voucher:	042243	Invoice: 4063632494	Date: 10/6/2020	Weekly Service	Doc Amt:	\$136.40
	Allocations:	\$13.64	100-6275-0000-563-06	CS-Maint 10/5/85		
	Allocations:	\$6.82	300-6275-0000-563-06	CS-Maint 10/5/85		
	Allocations:	\$115.94	600-6275-0000-563-06	CS-Maint 10/5/85		
Voucher:	042244	Invoice: 4064299196	Date: 10/13/2020	Weekly Service	Doc Amt:	\$136.40
	Allocations:	\$13.64	100-6275-0000-563-06	CS-Maint 10/5/85		
	Allocations:	\$6.82	300-6275-0000-563-06	CS-Maint 10/5/85		
	Allocations:	\$115.94	600-6275-0000-563-06	CS-Maint 10/5/85		

Payment Responsibilities:

Fund 000: \$0.00	Fund 100: \$68.20	Fund 300: \$34.10	Fund 600: \$579.70
Fund 800: \$0.00	Fund 802: \$0.00		

Payment#	Date	Check Total	Vendor ID	Vendor Name		
027886	10/28/2020	\$240.00	CMANA	CM Analytical, Inc.		
Voucher:	042248	Invoice: 75006	Date: 9/11/2020	Water Quality Testing	Doc Amt:	\$120.00
	Allocations:	\$120.00	600-6270-0604-541	CS Operations Recycled Water Project		
Voucher:	042259	Invoice: 75058	Date: 9/24/2020	Water Quality Testing	Doc Amt:	\$120.00
	Allocations:	\$120.00	600-6270-0604-541	CS Operations Recycled Water Project		

Payment Responsibilities:

Fund 000: \$0.00	Fund 100: \$0.00	Fund 300: \$0.00	Fund 600: \$240.00
Fund 800: \$0.00	Fund 802: \$0.00		

Payment#	Date	Check Total	Vendor ID	Vendor Name
027887	10/28/2020	\$0.43	CONSOLID	Consolidated Parts, Inc.

Voucher: 042246 Invoice: 5062832 Date: 8/27/2020 Electrical Supplies Doc Amt: \$410.12
 Allocations: \$20.51 300-6320-0000-562-06 Supplies-GA 10/5/85
 Allocations: \$348.60 600-6320-0000-562-06 Supplies-GA 10/5/85
 Allocations: \$41.01 100-6320-0000-562-06 Supplies-GA 10/5/85

Voucher: 042247 Invoice: 5062707 Date: 8/19/2020 Electrical Supplies Doc Amt: -\$409.69
 Allocations: -\$409.69 600-1503-0605-125 Water Right -WWTP Storage Pond

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$41.01 Fund 300: \$20.51 Fund 600: -\$61.09
 Fund 800: \$0.00 Fund 802:\$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
027888	10/28/2020	\$2,934.44	DASSE	Dassel's Petroleum, Inc.

Voucher: 042249 Invoice: 093020 Date: 9/30/2020 Monthly Fuel Bill Doc Amt: \$2,872.99
 Allocations: \$2,500.69 600-6465-0000-562 Vehicle Fuel-GA
 Allocations: \$99.56 300-6465-0000-562 Vehicle Fuel-GA
 Allocations: \$10.57 100-6465-0000-562 Vehicle Fuel-GA
 Allocations: \$190.31 600-1351-0204-151 Water Resources MOU Programs Expense
 Allocations: \$71.86 600-6320-0000-562 Supplies-GA

Voucher: 042250 Invoice: 1445877 Date: 9/25/2020 Propane Forklift Doc Amt: \$61.45
 Allocations: \$61.45 600-6465-0000-562 Vehicle Fuel-GA

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$10.57 Fund 300: \$99.56 Fund 600: \$2,824.31
 Fund 800: \$0.00 Fund 802:\$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
027889	10/28/2020	\$2,732.34	DATAF	Dataflow Business Systems, Inc

Voucher: 042251 Invoice: 296924 Date: 10/8/2020 Computer - Scanner Software Doc Amt: \$2,159.59
 Allocations: \$215.96 100-6260-0000-563-06 CS-Computer (10/5/85)
 Allocations: \$107.98 300-6260-0000-563-06 CS-Computer (10/5/85)
 Allocations: \$1,835.65 600-6260-0000-563-06 CS-Computer (10/5/85)

Voucher: 042252 Invoice: 297033 Date: 10/9/2020 Monthly Copier Lease Payment Doc Amt: \$572.75
 Allocations: \$16.64 100-6450-0000-562-06 Tool & Equipment Rental GA 10/5/85
 Allocations: \$8.32 300-6450-0000-562-06 Tool & Equipment Rental GA 10/5/85
 Allocations: \$141.45 600-6450-0000-562-06 Tool & Equipment Rental GA 10/5/85
 Allocations: \$40.63 100-6275-0000-563-06 CS-Maint 10/5/85
 Allocations: \$20.32 300-6275-0000-563-06 CS-Maint 10/5/85
 Allocations: \$345.39 600-6275-0000-563-06 CS-Maint 10/5/85

Payment Responsibilities:

Fund 000: \$0.00	Fund 100: \$273.23	Fund 300: \$136.62	Fund 600: \$2,322.49
Fund 800: \$0.00	Fund 802: \$0.00		

Payment#	Date	Check Total	Vendor ID	Vendor Name
027890	10/28/2020	\$1,135.00	DATAI	Data Instincts

Voucher:	042253	Invoice:	2637	Date:	9/25/2020	Consulting Services	Doc Amt:	\$1,135.00
		Allocations:	\$1,135.00	100-1351-0221-151		Grdwtr Mgmt Plan SGMA		

Payment Responsibilities:

Fund 000: \$0.00	Fund 100: \$1,135.00	Fund 300: \$0.00	Fund 600: \$0.00
Fund 800: \$0.00	Fund 802: \$0.00		

Payment#	Date	Check Total	Vendor ID	Vendor Name
027891	10/28/2020	\$44.00	EBCO	EBCO Pest Control

Voucher:	042255	Invoice:	13043	Date:	10/3/2020	Monthly Pest Control	Doc Amt:	\$44.00
		Allocations:	\$4.40	100-6275-0000-563-06		CS-Maint 10/5/85		
		Allocations:	\$2.20	300-6275-0000-563-06		CS-Maint 10/5/85		
		Allocations:	\$37.40	600-6275-0000-563-06		CS-Maint 10/5/85		

Payment Responsibilities:

Fund 000: \$0.00	Fund 100: \$4.40	Fund 300: \$2.20	Fund 600: \$37.40
Fund 800: \$0.00	Fund 802: \$0.00		

Payment#	Date	Check Total	Vendor ID	Vendor Name
027892	10/28/2020	\$6,897.00	ELCCO	ELC Consulting

Voucher:	042257	Invoice:	6567	Date:	10/2/2020	Monthly Service Agreement	Doc Amt:	\$6,897.00
		Allocations:	\$689.70	100-6260-0000-563-06		CS-Computer (10/5/85)		
		Allocations:	\$344.85	300-6260-0000-563-06		CS-Computer (10/5/85)		
		Allocations:	\$5,862.45	600-6260-0000-563-06		CS-Computer (10/5/85)		

Payment Responsibilities:

Fund 000: \$0.00	Fund 100: \$689.70	Fund 300: \$344.85	Fund 600: \$5,862.45
Fund 800: \$0.00	Fund 802: \$0.00		

Payment#	Date	Check Total	Vendor ID	Vendor Name
027893	10/28/2020	\$7,672.00	ELLRO	Robert H. Ellis, PE

Voucher:	042256	Invoice:	100320	Date:	10/3/2020	Consulting Services	Doc Amt:	\$7,672.00
		Allocations:	\$7,672.00	600-1351-0226-151		Water Supply Evaluation		

Payment Responsibilities:

Fund 000: \$0.00	Fund 100: \$0.00	Fund 300: \$0.00	Fund 600: \$7,672.00
Fund 800: \$0.00	Fund 802: \$0.00		

Payment#	Date	Check Total	Vendor ID	Vendor Name
027894	10/28/2020	\$13,878.00	ERSHI	Ershigs, Inc.

Voucher:	042254	Invoice:	111376	Date:	9/28/2020	Maintenace Supplies	Doc Amt:	\$13,878.00
		Allocations:	\$13,878.00	600-6320-0920-542		Supplies-TM - Subsystem Breaks		

Payment Responsibilities:

Fund 000: \$0.00	Fund 100: \$0.00	Fund 300: \$0.00	Fund 600: \$13,878.00
Fund 800: \$0.00	Fund 802: \$0.00		

Payment#	Date	Check Total	Vendor ID	Vendor Name			
027895	10/28/2020	\$120.00	ESQAL	Alejandro Esquivel			
Voucher:	042258	Invoice:	INV0001	Date:	9/16/2020	SGMA Graphic Design	Doc Amt: \$120.00
		Allocations:	\$120.00 100-1351-0221-151			Grdwtr Mgmt Plan SGMA	

Payment Responsibilities:

Fund 000: \$0.00	Fund 100: \$120.00	Fund 300: \$0.00	Fund 600: \$0.00
Fund 800: \$0.00	Fund 802: \$0.00		

Payment#	Date	Check Total	Vendor ID	Vendor Name			
027896	10/28/2020	\$108.17	FASTE	Fastenal Company			
Voucher:	042261	Invoice:	CAHOS47400	Date:	9/17/2020	Maintenance Supplies	Doc Amt: \$108.17
		Allocations:	\$108.17 600-6320-0000-542			Supplies-TM	

Payment Responsibilities:

Fund 000: \$0.00	Fund 100: \$0.00	Fund 300: \$0.00	Fund 600: \$108.17
Fund 800: \$0.00	Fund 802: \$0.00		

Payment#	Date	Check Total	Vendor ID	Vendor Name			
027897	10/28/2020	\$1,175.00	FASTT	Fastrack Softworks, Inc.			
Voucher:	042260	Invoice:	24352	Date:	8/18/2020	Computer Software-Scada	Doc Amt: \$1,175.00
		Allocations:	\$1,175.00 600-6260-0000-563			CS-Computer-GA	

Payment Responsibilities:

Fund 000: \$0.00	Fund 100: \$0.00	Fund 300: \$0.00	Fund 600: \$1,175.00
Fund 800: \$0.00	Fund 802: \$0.00		

Payment#	Date	Check Total	Vendor ID	Vendor Name			
027898	10/28/2020	\$21.22	FEDEX	Federal Express			
Voucher:	042263	Invoice:	7-133-14817	Date:	9/25/2020	Shipping Charges	Doc Amt: \$21.22
		Allocations:	\$21.22 600-6825-0000-562			Postage	

Payment Responsibilities:

Fund 000: \$0.00	Fund 100: \$0.00	Fund 300: \$0.00	Fund 600: \$21.22
Fund 800: \$0.00	Fund 802: \$0.00		

Payment#	Date	Check Total	Vendor ID	Vendor Name			
027899	10/28/2020	\$1,339.77	FONDR	Fondriest Environmental			
Voucher:	042262	Invoice:	70946	Date:	10/1/2020	Engineering Equipment	Doc Amt: \$1,339.77
		Allocations:	\$1,339.77 300-6440-0000-511			Equipment Purchase--SSO	

Payment Responsibilities:

Fund 000: \$0.00	Fund 100: \$0.00	Fund 300: \$1,339.77	Fund 600: \$0.00
Fund 800: \$0.00	Fund 802: \$0.00		

Payment#	Date	Check Total	Vendor ID	Vendor Name		
027900	10/28/2020	\$2,294.87	FRESN	Fresno Valves & Castings, Inc.		
Voucher:	042265	Invoice:	\$0666659	Date:	9/24/2020 Maintenance Supplies	Doc Amt: \$1,382.21
		Allocations:	\$1,382.21 600-6337-0916-551		Chemigation Valves-- (New)-CA	
Voucher:	042266	Invoice:	\$0666660	Date:	9/24/2020 Maintenance Supplies	Doc Amt: \$912.66
		Allocations:	\$912.66 600-6337-0916-551		Chemigation Valves-- (New)-CA	

Payment Responsibilities:

Fund 000: \$0.00	Fund 100: \$0.00	Fund 300: \$0.00	Fund 600: \$2,294.87
Fund 800: \$0.00	Fund 802: \$0.00		

Payment#	Date	Check Total	Vendor ID	Vendor Name		
027901	10/28/2020	\$354.64	GREENRU	Green Rubber Kennedy Ag Supply		
Voucher:	042270	Invoice:	\$672119	Date:	9/10/2020 Maintenance Supplies	Doc Amt: \$354.64
		Allocations:	\$354.64 600-6320-0000-542		Supplies-TM	

Payment Responsibilities:

Fund 000: \$0.00	Fund 100: \$0.00	Fund 300: \$0.00	Fund 600: \$354.64
Fund 800: \$0.00	Fund 802: \$0.00		

Payment#	Date	Check Total	Vendor ID	Vendor Name		
027902	10/28/2020	\$5,635.00	GUTIE	Gutierrez Consultants		
Voucher:	042267	Invoice:	1519	Date:	9/28/2020 Consulting Services	Doc Amt: \$2,572.50
		Allocations:	\$2,572.50 600-6291-0214-511		CS IRWMP Implementation grant	
Voucher:	042268	Invoice:	1522	Date:	10/4/2020 Consulting Services	Doc Amt: \$1,347.50
		Allocations:	\$1,347.50 600-6291-0214-511		CS IRWMP Implementation grant	
Voucher:	042269	Invoice:	1520	Date:	9/28/2020 Consulting Services	Doc Amt: \$1,715.00
		Allocations:	\$1,715.00 100-1351-0221-151		Grdwtr Mgmt Plan SGMA	

Payment Responsibilities:

Fund 000: \$0.00	Fund 100: \$1,715.00	Fund 300: \$0.00	Fund 600: \$3,920.00
Fund 800: \$0.00	Fund 802: \$0.00		

Payment#	Date	Check Total	Vendor ID	Vendor Name		
027903	10/28/2020	\$273.51	HAUTO	Hollister Auto Parts, Inc.		
Voucher:	042272	Invoice:	813007	Date:	9/18/2020 Maintenance Supplies	Doc Amt: \$124.03
		Allocations:	\$124.03 600-6320-0000-542		Supplies-TM	
Voucher:	042273	Invoice:	813010	Date:	9/18/2020 Maintenance Supplies	Doc Amt: \$149.48
		Allocations:	\$149.48 600-6320-0000-562		Supplies-GA	

Payment Responsibilities:

Fund 000: \$0.00	Fund 100: \$0.00	Fund 300: \$0.00	Fund 600: \$273.51
Fund 800: \$0.00	Fund 802: \$0.00		

Payment#	Date	Check Total	Vendor ID	Vendor Name
027904	10/28/2020	\$10,099.25	HDRENG	HDR Engineering Inc.

Voucher:	042271	Invoice:	1200296209	Date:	9/23/2020	Engineering Services	Doc Amt:	\$10,099.25
		Allocations:	\$10,099.25	600-1351-0222-151		Pacheco Reservoir Expansion		

Payment Responsibilities:

Fund 000: \$0.00	Fund 100: \$0.00	Fund 300: \$0.00	Fund 600: \$10,099.25
Fund 800: \$0.00	Fund 802: \$0.00		

Payment#	Date	Check Total	Vendor ID	Vendor Name
027905	10/28/2020	\$47.74	HOLLA	Hollister Landscape Supply

Voucher:	042280	Invoice:	58393	Date:	9/4/2020	District Yard Supplies	Doc Amt:	\$47.74
		Allocations:	\$2.39	300-6320-0000-562-06		Supplies-GA 10/5/85		
		Allocations:	\$40.58	600-6320-0000-562-06		Supplies-GA 10/5/85		
		Allocations:	\$4.77	100-6320-0000-562-06		Supplies-GA 10/5/85		

Payment Responsibilities:

Fund 000: \$0.00	Fund 100: \$4.77	Fund 300: \$2.39	Fund 600: \$40.58
Fund 800: \$0.00	Fund 802: \$0.00		

Payment#	Date	Check Total	Vendor ID	Vendor Name
027906	10/28/2020	\$4,858.41	ICONI	ICONIX Waterworks (US) Inc.

Voucher:	042274	Invoice:	U2016048792	Date:	9/30/2020	Maintenance Supplies	Doc Amt:	\$410.85
		Allocations:	\$410.85	600-6320-0920-542		Supplies-TM - Subsystem Breaks		

Voucher:	042275	Invoice:	U2016051086	Date:	10/9/2020	Maintenance Supplies	Doc Amt:	\$231.04
		Allocations:	\$231.04	600-6320-0000-542		Supplies-TM		

Voucher:	042276	Invoice:	U2016051093	Date:	10/9/2020	Maintenance Supplies	Doc Amt:	\$127.07
		Allocations:	\$127.07	600-6320-0000-522		Supplies-PM		

Voucher:	042277	Invoice:	U2016048133	Date:	9/28/2020	Maintenance Supplies	Doc Amt:	\$1,669.73
		Allocations:	\$1,669.73	600-6337-0915-551		Meters (New)-CA		

Voucher:	042278	Invoice:	U2016048132	Date:	9/28/2020	Maintenance Supplies	Doc Amt:	\$1,209.86
		Allocations:	\$1,209.86	600-6320-0000-542		Supplies-TM		

Voucher:	042279	Invoice:	U2016048131	Date:	9/28/2020	Maintenance Supplies	Doc Amt:	\$1,209.86
		Allocations:	\$1,209.86	600-6320-0000-542		Supplies-TM		

Payment Responsibilities:

Fund 000: \$0.00	Fund 100: \$0.00	Fund 300: \$0.00	Fund 600: \$4,858.41
Fund 800: \$0.00	Fund 802: \$0.00		

Payment#	Date	Check Total	Vendor ID	Vendor Name			
027907	10/28/2020	\$226.07	JOHNS	Johnson Lumber Company			
Voucher:	042281	Invoice: 237797		Date: 10/7/2020	Electrical Supplies	Doc Amt:	\$6.11
		Allocations:	\$6.11 600-6321-0000-522		Supplies - Structure Equipment PM		
Voucher:	042282	Invoice: 237827		Date: 10/8/2020	Maintenance Supplies	Doc Amt:	\$90.22
		Allocations:	\$90.22 600-6320-0000-542		Supplies-TM		
Voucher:	042283	Invoice: 237493		Date: 9/28/2020	District Supplies	Doc Amt:	\$37.11
		Allocations:	\$1.86 300-6320-0000-562-06		Supplies-GA 10/5/85		
		Allocations:	\$31.54 600-6320-0000-562-06		Supplies-GA 10/5/85		
		Allocations:	\$3.71 100-6320-0000-562-06		Supplies-GA 10/5/85		
Voucher:	042284	Invoice: 237401		Date: 9/24/2020	Maintenance Supplies	Doc Amt:	\$16.37
		Allocations:	\$16.37 600-6320-0000-542		Supplies-TM		
Voucher:	042285	Invoice: 237352		Date: 9/23/2020	Electrical Tools	Doc Amt:	\$16.38
		Allocations:	\$16.38 600-6330-0000-542		Tools Purchase-TM		
Voucher:	042286	Invoice: 237759		Date: 10/6/2020	Electrical Supplies	Doc Amt:	\$29.26
		Allocations:	\$29.26 600-6321-0000-522		Supplies - Structure Equipment PM		
Voucher:	042287	Invoice: 237397		Date: 9/24/2020	Maintenance Supplies	Doc Amt:	\$30.62
		Allocations:	\$30.62 600-6320-0000-542		Supplies-TM		

Payment Responsibilities:

Fund 000: \$0.00	Fund 100: \$3.71	Fund 300: \$1.86	Fund 600: \$220.50
Fund 800: \$0.00	Fund 802: \$0.00		

Payment#	Date	Check Total	Vendor ID	Vendor Name			
027908	10/28/2020	\$30,232.50	KENNE	Kennedy/Jenks Consultants Inc.			
Voucher:	042351	Invoice: 142066		Date: 10/9/2020	Engineering Services	Doc Amt:	\$30,232.50
		Allocations:	\$30,232.50 600-1395-0603-112		SP-Westhills Treatment Plant		

Payment Responsibilities:

Fund 000: \$0.00	Fund 100: \$0.00	Fund 300: \$0.00	Fund 600: \$30,232.50
Fund 800: \$0.00	Fund 802: \$0.00		

Payment#	Date	Check Total	Vendor ID	Vendor Name			
027909	10/28/2020	\$4,260.00	KRONI	Kronick, Moskovitz, Tiedemann & Gir			
Voucher:	042288	Invoice: 298764		Date: 9/30/2020	Professional Services	Doc Amt:	\$630.00
		Allocations:	\$630.00 600-6210-0000-551		CS Legal-CA		

Voucher: 042289 Invoice: 298798 Date: 10/6/2020 Professional Services Doc Amt: \$3,630.00
 Allocations: \$3,630.00 600-6210-0000-563 CS-Legal-GA

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$4,260.00
 Fund 800: \$0.00 Fund 802: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
027910	10/28/2020	\$750.00	LANDS	Landscape Design by Rosemary Bridw

Voucher: 042290 Invoice: 092120 Date: 9/21/2020 WRA-Landscape Plan Review Doc Amt: \$750.00
 Allocations: \$750.00 600-1351-0204-151 Water Resources MOU Programs Expense

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$750.00
 Fund 800: \$0.00 Fund 802: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
027911	10/28/2020	\$2,103.07	MANDE	Mandego

Voucher: 042292 Invoice: 84987 Date: 9/22/2020 District Apparel Doc Amt: \$1,732.71
 Allocations: \$1,617.83 600-6197-0000-565-06 Personal Uniforms Field 0/3/97
 Allocations: \$50.04 300-6197-0000-565-06 Personal Uniforms Field 0/3/97

Allocations: \$51.78 100-1209-0000-137 Accounts Receivable-Employee Related
 Allocations: \$13.06 100-1209-0000-137 Accounts Receivable-Employee Related

Voucher: 042293 Invoice: 84986 Date: 9/22/2020 District Apparel Doc Amt: \$370.36
 Allocations: \$327.99 600-6197-0000-565-06 Personal Uniforms Field 0/3/97
 Allocations: \$10.14 300-6197-0000-565-06 Personal Uniforms Field 0/3/97

Allocations: \$32.23 100-1209-0000-137 Accounts Receivable-Employee Related

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$97.07 Fund 300: \$60.18 Fund 600: \$1,945.82
 Fund 800: \$0.00 Fund 802: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
027912	10/28/2020	\$4,019.75	MARKN	Mark Nicholson Inc.

Voucher: 042306 Invoice: 3973 Date: 9/22/2020 Contracted Maintenance Doc Amt: \$3,400.92
 Allocations: \$3,400.92 600-6275-0920-542 CS Maintenance TDM-Subsystem Breaks

Voucher: 042307 Invoice: 3973-2 Date: 9/22/2020 Maintenance Supplies Doc Amt: \$618.83
 Allocations: \$618.83 600-6275-0920-542 CS Maintenance TDM-Subsystem Breaks

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$4,019.75
 Fund 800: \$0.00 Fund 802: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name		
027913	10/28/2020	\$710.00	MISSIO	Mission Village Voice Media LLC		
Voucher:	042291	Invoice: 763		Date: 10/12/2020	WRA Advertising	Doc Amt: \$710.00
		Allocations:	\$710.00 600-1351-0204-151		Water Resources MOU Programs Expense	

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$710.00
Fund 800: \$0.00 Fund 802: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name		
027914	10/28/2020	\$740.58	MUNIC	Municode		
Voucher:	042294	Invoice: 00348369		Date: 9/24/2020	Municipal Code Updates	Doc Amt: \$440.58
		Allocations:	\$440.58 100-6240-0000-563		CS-General Consulting-GA	

Voucher: 042295 Invoice: 00348992 Date: 10/6/2020 Municipal Code Online Doc Amt: \$300.00
Allocations: \$300.00 100-6240-0000-563 CS-General Consulting-GA

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$740.58 Fund 300: \$0.00 Fund 600: \$0.00
Fund 800: \$0.00 Fund 802: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name		
027915	10/28/2020	\$1,828.00	NEWSV	New SV Media, Inc		
Voucher:	042296	Invoice: 11030		Date: 10/9/2020	WRA Advertising	Doc Amt: \$62.50
		Allocations:	\$62.50 600-1351-0204-151		Water Resources MOU Programs Expense	

Voucher: 042297 Invoice: 10520 Date: 10/7/2020 WRA Advertising Doc Amt: \$311.50
Allocations: \$249.00 600-1351-0204-151 Water Resources MOU Programs Expense
Allocations: \$62.50 600-1351-0204-151 Water Resources MOU Programs Expense

Voucher: 042298 Invoice: 2020-385508 Date: 9/25/2020 WRA Advertising Doc Amt: \$62.50
Allocations: \$62.50 600-1351-0204-151 Water Resources MOU Programs Expense

Voucher: 042299 Invoice: 2020-393292 Date: 9/30/2020 WRA Advertising Doc Amt: \$249.00
Allocations: \$249.00 600-1351-0204-151 Water Resources MOU Programs Expense

Voucher: 042300 Invoice: 2020-392827 Date: 9/18/2020 Public Outreach-SGMA Doc Amt: \$225.00
Allocations: \$225.00 100-1351-0221-151 Grdwtr Mgmt Plan SGMA

Voucher: 042301 Invoice: 2020-385507 Date: 9/18/2020 WRA Advertising Doc Amt: \$62.50
Allocations: \$62.50 600-1351-0204-151 Water Resources MOU Programs Expense

Voucher: 042302 Invoice: 2020-393490 Date: 7/31/2020 WRA Advertising Doc Amt: \$249.00
Allocations: \$249.00 600-1351-0204-151 Water Resources MOU Programs Expense

Voucher: 042303 Invoice: 2020-393489 Date: 8/31/2020 WRA Advertising Doc Amt: \$249.00
Allocations: \$249.00 600-1351-0204-151 Water Resources MOU Programs Expense

Voucher: 042350 Invoice: 2020-392828 Date: 9/18/2020 Advertising SGMA Workshop Doc Amt: \$357.00
 Allocations: \$357.00 100-1351-0221-151 Grdwtr Mgmt Plan SGMA

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$582.00 Fund 300: \$0.00 Fund 600: \$1,246.00
 Fund 800: \$0.00 Fund 802: \$0.00

Payment# **Date** **Check Total** **Vendor ID** **Vendor Name**
027916 **10/28/2020** **\$17,764.00** **NEXGEN** **NEXGEN Utility Management Inc.**

Voucher: 042304 Invoice: 2632 Date: 10/5/2020 Asset Management Services Doc Amt: \$13,332.00
 Allocations: \$3,333.00 600-1396-0602-112 Asset Mgmt Program Project-LSTP
 Allocations: \$5,999.40 600-1396-0000-112 Asset Mgmt Program Project
 Allocations: \$666.60 300-1396-0000-112 Asset Mgmt Program Project
 Allocations: \$3,333.00 600-1396-0603-112 Asset Mgmt Program Project WHTP

Voucher: 042305 Invoice: 2631 Date: 10/5/2020 Asset Management Services Doc Amt: \$4,432.00
 Allocations: \$1,108.00 600-1396-0602-112 Asset Mgmt Program Project-LSTP
 Allocations: \$1,994.40 600-1396-0000-112 Asset Mgmt Program Project
 Allocations: \$221.60 300-1396-0000-112 Asset Mgmt Program Project
 Allocations: \$1,108.00 600-1396-0603-112 Asset Mgmt Program Project WHTP

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$888.20 Fund 600: \$16,875.80
 Fund 800: \$0.00 Fund 802: \$0.00

Payment# **Date** **Check Total** **Vendor ID** **Vendor Name**
027917 **10/28/2020** **\$531.25** **PALAC** **Palace Art and Office Supply**

Voucher: 042311 Invoice: 591008-0 Date: 10/8/2020 Office Supplies Doc Amt: \$54.54
 Allocations: \$46.36 600-6835-0000-562-06 Office Supplies 10/5/85 GA
 Allocations: \$2.73 300-6835-0000-562-06 Office Supplies 10/5/85 GA
 Allocations: \$5.45 100-6835-0000-562-06 Office Supplies 10/5/85 GA

Voucher: 042312 Invoice: 591015-0 Date: 10/8/2020 Office Supplies Doc Amt: \$36.52
 Allocations: \$31.04 600-6835-0000-562-06 Office Supplies 10/5/85 GA
 Allocations: \$1.83 300-6835-0000-562-06 Office Supplies 10/5/85 GA
 Allocations: \$3.65 100-6835-0000-562-06 Office Supplies 10/5/85 GA

Voucher: 042313 Invoice: 591160-0 Date: 10/9/2020 Office Supplies Doc Amt: \$5.72
 Allocations: \$4.86 600-6835-0000-562-06 Office Supplies 10/5/85 GA
 Allocations: \$0.29 300-6835-0000-562-06 Office Supplies 10/5/85 GA
 Allocations: \$0.57 100-6835-0000-562-06 Office Supplies 10/5/85 GA

Voucher: 042314 Invoice: 589422-0 Date: 9/18/2020 Office Supplies Doc Amt: \$33.37
 Allocations: \$28.36 600-6835-0000-562-06 Office Supplies 10/5/85 GA

Allocations: \$1.67 300-6835-0000-562-06 Office Supplies 10/5/85 GA
 Allocations: \$3.34 100-6835-0000-562-06 Office Supplies 10/5/85 GA

Voucher: 042315 Invoice: 590232-0 Date: 9/29/2020 Office Supplies Doc Amt: \$51.02
 Allocations: \$43.37 600-6835-0000-562-06 Office Supplies 10/5/85 GA
 Allocations: \$2.55 300-6835-0000-562-06 Office Supplies 10/5/85 GA
 Allocations: \$5.10 100-6835-0000-562-06 Office Supplies 10/5/85 GA

Voucher: 042316 Invoice: 589837-0 Date: 9/23/2020 Office Supplies Doc Amt: \$3.81
 Allocations: \$3.24 600-6835-0000-562-06 Office Supplies 10/5/85 GA
 Allocations: \$0.19 300-6835-0000-562-06 Office Supplies 10/5/85 GA
 Allocations: \$0.38 100-6835-0000-562-06 Office Supplies 10/5/85 GA

Voucher: 042317 Invoice: 589950-0 Date: 9/24/2020 Office Supplies Doc Amt: \$218.77
 Allocations: \$185.95 600-6835-0000-562-06 Office Supplies 10/5/85 GA
 Allocations: \$10.94 300-6835-0000-562-06 Office Supplies 10/5/85 GA
 Allocations: \$21.88 100-6835-0000-562-06 Office Supplies 10/5/85 GA

Voucher: 042318 Invoice: 589538-0 Date: 9/22/2020 Office Supplies Doc Amt: \$29.50
 Allocations: \$25.08 600-6835-0000-562-06 Office Supplies 10/5/85 GA
 Allocations: \$1.48 300-6835-0000-562-06 Office Supplies 10/5/85 GA
 Allocations: \$2.95 100-6835-0000-562-06 Office Supplies 10/5/85 GA

Voucher: 042319 Invoice: 589691-0 Date: 9/22/2020 Office Supplies Doc Amt: \$11.44
 Allocations: \$9.72 600-6835-0000-562-06 Office Supplies 10/5/85 GA
 Allocations: \$0.57 300-6835-0000-562-06 Office Supplies 10/5/85 GA
 Allocations: \$1.14 100-6835-0000-562-06 Office Supplies 10/5/85 GA

Voucher: 042320 Invoice: 589513-0 Date: 9/21/2020 Office Supplies Doc Amt: \$103.38
 Allocations: \$87.87 600-6835-0000-562-06 Office Supplies 10/5/85 GA
 Allocations: \$5.17 300-6835-0000-562-06 Office Supplies 10/5/85 GA
 Allocations: \$10.34 100-6835-0000-562-06 Office Supplies 10/5/85 GA

Voucher: 042321 Invoice: C589539-0 Date: 9/28/2020 Office Supplies Doc Amt: -\$16.82
 Allocations: -\$14.30 600-6835-0000-562-06 Office Supplies 10/5/85 GA
 Allocations: -\$0.84 300-6835-0000-562-06 Office Supplies 10/5/85 GA
 Allocations: -\$1.68 100-6835-0000-562-06 Office Supplies 10/5/85 GA

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$53.13 Fund 300: \$26.56 Fund 600: \$451.56
 Fund 800: \$0.00 Fund 802: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
027918	10/28/2020	\$3,140.00	PIPAL	Pipal Spurzem & Liem LLP

Voucher: 042309 Invoice: 56362 Date: 10/1/2020 Acct#11-3602 Doc Amt: \$280.00
 Allocations: \$280.00 600-6210-0000-551 CS Legal-CA

Voucher: 042310 Invoice: 56361 Date: 10/1/2020 Acct#1997-2460 Doc Amt: \$2,860.00
 Allocations: \$48.00 100-6210-0000-563-06 CS-Legal GA 10/5/85
 Allocations: \$24.00 300-6210-0000-563-06 CS-Legal GA 10/5/85

Allocations: \$408.00 600-6210-0000-563-06 CS-Legal GA 10/5/85

Allocations: \$1,260.00 600-6210-0000-563 CS-Legal-GA

Allocations: \$1,120.00 600-1351-0226-151 Water Supply Evaluation

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$48.00 Fund 300: \$24.00 Fund 600: \$3,068.00

Fund 800: \$0.00 Fund 802: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
027919	10/28/2020	\$1,400.00	PUMPI	Pumping Efficiency Testing Services
Voucher:	042308	Invoice: 1049	Date: 8/27/2020	Maintenance Pump Testing Serv
	Allocations:	\$1,400.00	600-6275-0000-522	CS-Maintenance-PM
				Doc Amt: \$1,400.00

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$1,400.00

Fund 800: \$0.00 Fund 802: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
027920	10/28/2020	\$50.00	SBCCLERK	San Benito County
Voucher:	042227	Invoice: 101620	Date: 10/16/2020	Filing Fee Notice of Exemption
	Allocations:	\$50.00	600-1351-0226-151	Water Supply Evaluation
				Doc Amt: \$50.00

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$50.00

Fund 800: \$0.00 Fund 802: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
027921	10/28/2020	\$175.00	SBCFA	San Benito County Farm Bureau
Voucher:	042264	Invoice: 0017744	Date: 9/11/2020	Annual Membership
	Allocations:	\$17.50	100-6820-0000-562-06	Dues and Fees 10/5/85
	Allocations:	\$8.75	300-6820-0000-562-06	Dues and Fees 10/5/85
	Allocations:	\$148.75	600-6820-0000-562-06	Dues and Fees 10/5/85
				Doc Amt: \$175.00

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$17.50 Fund 300: \$8.75 Fund 600: \$148.75

Fund 800: \$0.00 Fund 802: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
027922	10/28/2020	\$600.00	SBLIVE	San Benito Live
Voucher:	042327	Invoice: 2020-65	Date: 9/24/2020	WRA Advertising
	Allocations:	\$600.00	600-1351-0204-151	Water Resources MOU Programs Expense
				Doc Amt: \$600.00

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$600.00

Fund 800: \$0.00 Fund 802: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name		
027923	10/28/2020	\$120.00	SENTR	Sentry Alarm Systems		
Voucher:	042332	Invoice: 2145901		Date: 9/15/2020	Quarterly Monitoring	Doc Amt: \$120.00
		Allocations:	\$12.00	100-6270-0000-563-06	CS-Operations GA 10/5/85	
		Allocations:	\$6.00	300-6270-0000-563-06	CS-Operations GA 10/5/85	
		Allocations:	\$102.00	600-6270-0000-563-06	CS-Operations GA 10/5/85	

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$12.00 Fund 300: \$6.00 Fund 600: \$102.00
Fund 800: \$0.00 Fund 802: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name		
027924	10/28/2020	\$129.39	SHRED	Shred-it- San Francisco		
Voucher:	042326	Invoice: 8180630647		Date: 10/7/2020	Monthly Shredding Service	Doc Amt: \$129.39
		Allocations:	\$12.94	100-6270-0000-563-06	CS-Operations GA 10/5/85	
		Allocations:	\$6.47	300-6270-0000-563-06	CS-Operations GA 10/5/85	
		Allocations:	\$109.98	600-6270-0000-563-06	CS-Operations GA 10/5/85	

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$12.94 Fund 300: \$6.47 Fund 600: \$109.98
Fund 800: \$0.00 Fund 802: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name		
027925	10/28/2020	\$10,309.70	SIEMEN	SIEMENS Industry, Inc.		
Voucher:	042324	Invoice: 5604811030		Date: 10/6/2020	Electrical Supplies	Doc Amt: \$7,910.22
		Allocations:	\$7,910.22	600-6321-0000-542	Supplies-Structure Equip TDM	
Voucher:	042325	Invoice: 5604817785		Date: 10/7/2020	Electrical Supplies	Doc Amt: \$265.00
		Allocations:	\$265.00	600-6321-0000-542	Supplies-Structure Equip TDM	
Voucher:	042328	Invoice: 5604762257		Date: 9/23/2020	Electrical Supplies	Doc Amt: \$479.55
		Allocations:	\$479.55	600-6321-0000-542	Supplies-Structure Equip TDM	
Voucher:	042329	Invoice: 5604393250		Date: 9/18/2020	Electrical Supplies	Doc Amt: \$1,654.93
		Allocations:	\$1,654.93	600-6321-0000-542	Supplies-Structure Equip TDM	

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$10,309.70
Fund 800: \$0.00 Fund 802: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name		
027926	10/28/2020	\$4,944.00	SJELE	S.J. Electro Systems, Inc.		
Voucher:	042331	Invoice: CD99377167		Date: 9/29/2020	Scada Support	Doc Amt: \$4,944.00
		Allocations:	\$4,944.00	600-6270-0000-541	CS-Operations-TO	

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$4,944.00
 Fund 800: \$0.00 Fund 802: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name	
027927	10/28/2020	\$290,193.52	SSCWD-TP	Sunnyslope County Water District	
Voucher:	042322	Invoice: 2-506	Date: 8/31/2020	Plant Operations Lessalt	Doc Amt: \$89,811.00
		Allocations: \$89,811.00	600-6270-0602-531	CS-Operations - Lessalt WTP	
Voucher:	042323	Invoice: 2-507	Date: 8/31/2020	Plant Operations West Hills	Doc Amt: \$131,142.00
		Allocations: \$131,142.00	600-6270-0603-531	CS-Operations - WHTP WTP	
Voucher:	042352	Invoice: 2-505	Date: 6/30/2020	Plant Operations True Up	Doc Amt: \$69,240.52
		Allocations: \$69,240.52	600-6270-0603-531	CS-Operations - WHTP WTP	

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$290,193.52
 Fund 800: \$0.00 Fund 802: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name	
027928	10/28/2020	\$33,835.70	TODDE	Todd Groundwater	
Voucher:	042333	Invoice: 37645 1020	Date: 10/8/2020	Engineering Services-	Doc Amt: \$253.15
		Allocations: \$253.15	600-1395-0933-112	Vintage Specific Plan WSA/VS	
Voucher:	042334	Invoice: 37646 1020	Date: 10/8/2020	Engineering Services-	Doc Amt: \$477.55
		Allocations: \$477.55	600-1395-0933-112	Vintage Specific Plan WSA/VS	
Voucher:	042335	Invoice: 37649 1020	Date: 10/8/2020	Engineering Services-	Doc Amt: \$15,877.50
		Allocations: \$15,877.50	100-1351-0221-151	Grdwtr Mgmt Plan SGMA	
Voucher:	042336	Invoice: 37643 1020	Date: 10/8/2020	Engineering Services-	Doc Amt: \$17,227.50
		Allocations: \$17,227.50	100-1351-0221-151	Grdwtr Mgmt Plan SGMA	

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$33,105.00 Fund 300: \$0.00 Fund 600: \$730.70
 Fund 800: \$0.00 Fund 802: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name	
027929	10/28/2020	\$588.72	TOROP	Toro Petroleum Corporation	
Voucher:	042337	Invoice: 0379655-IN	Date: 9/8/2020	Maintenance Supplies	Doc Amt: \$588.72
		Allocations: \$588.72	600-6320-0000-542	Supplies-TM	

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$588.72
 Fund 800: \$0.00 Fund 802: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name			
027930	10/28/2020	\$14.19	TRUEV	True Value Hardware			
Voucher:	042338	Invoice: A258390	Date: 9/18/2020	WRA Supplies	Doc Amt:	\$14.19	
		Allocations:	\$14.19	600-1351-0204-151	Water Resources MOU Programs Expense		

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$14.19
Fund 800: \$0.00 Fund 802: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name			
027931	10/28/2020	\$2,420.59	USBK-CC	U.S. Bank Corporation			
Voucher:	042339	Invoice: 092220GH	Date: 9/22/2020	Monthly Statement	Doc Amt:	\$118.93	
		Allocations:	\$13.91	600-1396-0000-112	Asset Mgmt Program Project		
		Allocations:	\$1.54	300-1396-0000-112	Asset Mgmt Program Project		
		Allocations:	\$29.74	600-6320-0000-562	Supplies-GA		
		Allocations:	\$62.68	600-6835-0000-562-06	Office Supplies 10/5/85 GA		
		Allocations:	\$3.69	300-6835-0000-562-06	Office Supplies 10/5/85 GA		
		Allocations:	\$7.37	100-6835-0000-562-06	Office Supplies 10/5/85 GA		

Voucher:	042340	Invoice: 092220SN	Date: 9/22/2020	Monthly Statement	Doc Amt:	\$126.57	
		Allocations:	\$6.33	300-6320-0000-562-06	Supplies-GA 10/5/85		
		Allocations:	\$107.58	600-6320-0000-562-06	Supplies-GA 10/5/85		
		Allocations:	\$12.66	100-6320-0000-562-06	Supplies-GA 10/5/85		

Voucher:	042341	Invoice: 092220BM	Date: 9/22/2020	Monthly Statement	Doc Amt:	\$221.94	
		Allocations:	\$81.01	600-6840-0000-562-06	Communication GA 10/5/85		
		Allocations:	\$9.53	100-6840-0000-562-06	Communication GA 10/5/85		
		Allocations:	\$4.77	300-6840-0000-562-06	Communication GA 10/5/85		
		Allocations:	\$15.62	600-6845-0000-562-06	General Business Exp 10/5/85		
		Allocations:	\$1.84	100-6845-0000-562-06	General Business Exp 10/5/85		
		Allocations:	\$0.92	300-6845-0000-562-06	General Business Exp 10/5/85		
		Allocations:	\$108.25	600-6320-0000-562	Supplies-GA		

Voucher:	042342	Invoice: 092220SS	Date: 9/22/2020	Monthly Statement	Doc Amt:	\$229.67	
		Allocations:	\$36.80	600-6835-0000-562-06	Office Supplies 10/5/85 GA		
		Allocations:	\$2.16	300-6835-0000-562-06	Office Supplies 10/5/85 GA		
		Allocations:	\$4.33	100-6835-0000-562-06	Office Supplies 10/5/85 GA		
		Allocations:	\$52.44	600-6835-0000-562	Office Supplies		
		Allocations:	\$49.50	600-6840-0000-562-06	Communication GA 10/5/85		
		Allocations:	\$5.82	100-6840-0000-562-06	Communication GA 10/5/85		
		Allocations:	\$2.91	300-6840-0000-562-06	Communication GA 10/5/85		
		Allocations:	\$75.70	600-6835-0000-562	Office Supplies		

Voucher:	042343	Invoice: 092220JC	Date: 9/22/2020	Monthly Statement	Doc Amt:	\$45.00	
		Allocations:	\$38.25	600-6840-0000-562-06	Communication GA 10/5/85		
		Allocations:	\$4.50	100-6840-0000-562-06	Communication GA 10/5/85		

Allocations: \$2.25 300-6840-0000-562-06 Communication GA 10/5/85

Voucher: 042344 Invoice: 092220DM Date: 9/22/2020 Monthly Statement Doc Amt: \$1,678.48
 Allocations: \$316.35 600-6320-0000-542 Supplies-TM
 Allocations: \$1,362.13 600-6440-0000-542 Equipment Purchase-TM

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$46.05 Fund 300: \$24.57 Fund 600: \$2,349.97
 Fund 800: \$0.00 Fund 802: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
027932	10/28/2020	\$884.43	WRIIN	Wright Bros Industrial Supply

Voucher: 042345 Invoice: 252285 Date: 10/6/2020 Welding Supplies Doc Amt: \$803.16
 Allocations: \$803.16 600-6320-0000-542 Supplies-TM

Voucher: 042346 Invoice: 251950 Date: 9/25/2020 Welding Supplies Doc Amt: \$81.27
 Allocations: \$81.27 600-6320-0920-542 Supplies-TM - Subsystem Breaks

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$884.43
 Fund 800: \$0.00 Fund 802: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
027933	10/28/2020	\$5,545.50	ZEIAL	Alan Zeisbrich

Voucher: 042347 Invoice: 9-2020 Date: 9/30/2020 Professional Services Doc Amt: \$1,270.50
 Allocations: \$127.05 300-6240-0000-563 CS-General Consulting-GA
 Allocations: \$1,143.45 600-6240-0000-563 CS-General Consulting-GA

Voucher: 042348 Invoice: 4-2020N Date: 9/30/2020 Professional Services Doc Amt: \$4,275.00
 Allocations: \$438.75 600-1396-0000-112 Asset Mgmt Program Project
 Allocations: \$48.75 300-1396-0000-112 Asset Mgmt Program Project
 Allocations: \$1,893.75 600-1396-0602-112 Asset Mgmt Program Project-LSTP
 Allocations: \$1,893.75 600-1396-0603-112 Asset Mgmt Program Project WHTP

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$175.80 Fund 600: \$5,369.70
 Fund 800: \$0.00 Fund 802: \$0.00

Report Totals, Payment Fund Responsibilities

Fund 000: \$0.00	Fund 100: \$46,205.19	Fund 300: \$6,915.04	Fund 600: \$506,601.30
Fund 800: \$0.00	Fund 802: \$0.00		

Fund 100 = District Administration	46,205.19 +
Fund 300 = Zone 3	6,915.04 +
Fund 600 = Zone 6	506,601.30 +
Fund 800 = Zone 103	559,721.53 *
Fund 802 = Zone 104	

**San Benito County Water District
Agenda Transmittal**

Agenda Item: 3

Meeting Date: October 28, 2020

Submitted By: Natalie Sullivan

Presented By: Jeff Cattaneo

Agenda Title: Acknowledgement of Paid Claims prior to the October 28, 2020 Board Meeting

Detailed Description: This is a notification that the check listed below were issued outside the normal claims process.

Payee	Check No.	Amount	For	Issued Date	Due Date
San Luis Delta Mendota	054166	\$ 112,044.48	August Usage/October-November Prepayment	10/02/20	Upon Receipt
San Benito County Clerk	054183	\$50.00	Filing Fee for North County Ground Water Supply Notice of Exemption	10/16/20	Upon Receipt
San Luis Delta Mendota	054179	\$778.58	San Felipe Unit-San Lui Delivery	10/08/20	10/13/20
San Luis Delta Mendota	054255	\$228,131.67	WY 2017 O&M Charges WY2020 SJRECWA Transfer	10/23/20	10/23/20

Financial Impact: X Yes No

Funding Source/ Recap:
Fiscal Year Budget as approved

Material Included for Information/Consideration:
Copy of manual check requests
Copy of payment stubs

Action Required: Resolution X Motion Review

Board Action

_____ Resolution No. ____ Motion By _____ Second By _____

Ayes _____ Abstained _____

Noes _____ Absent _____

Reagendized _____ Date _____ No Action Taken _____

SAN BENITO COUNTY WATER DISTRICT
P.O. BOX 899, HOLLISTER, CA 95024-0899

054166


Vendor	Account	Date	
SLDMWUSBR	San Luis & Delta-Mendota WA	10/2/2020	0054166
Invoice	Date	Description	Net Amt.
092920	10/2/2020	August usag/ Oct-Nov Prepmt	\$112,044.48

August usag/ Oct-Nov Prepmt \$112,044.48

August usag/ Oct-Nov Prepmt

THIS DOCUMENT HAS A COLORED SECURITY BACKGROUND. DO NOT CASH IF THE WORD "VOID" IS VISIBLE. THIS PAPER HAS AN ARTIFICIAL WATERMARK AND IS ALTERATION PROTECTED.

SAN BENITO COUNTY WATER DISTRICT
P.O. BOX 899
HOLLISTER, CA 95024-0899
(831) 637-8218

 **UnionBank**
Payable at any Union Bank branch including
400 California St., San Francisco, CA 94104
(800) 238-4486 unionbank.com

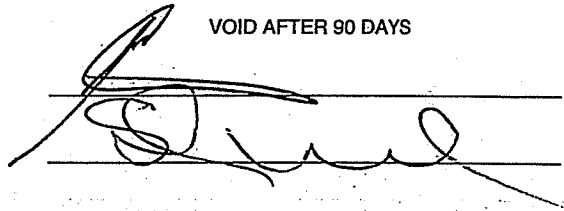
054166

DATE AMOUNT
10/2/2020 \$112,044.48

PAY One Hundred Twelve Thousand Forty Four Dollars And 48 Cents

TO THE ORDER OF San Luis & Delta-Mendota WA
P. O. Box 2157
Los Banos CA 93635

VOID AFTER 90 DAYS



⑈054166⑈ ⑆122000496⑆ 2740029617⑈

SAN BENITO COUNTY WATER DISTRICT
P.O. BOX 899, HOLLISTER, CA 95024-0899

054166

Vendor	Account	Date	
SLDMWUSBR	San Luis & Delta-Mendota WA	10/2/2020	0054166
Invoice	Date	Description	Net Amt.
092920	10/2/2020	August usag/ Oct-Nov Prepmt	\$112,044.48

August usag/ Oct-Nov Prepmt \$112,044.48

August usag/ Oct-Nov Prepmt

MEMORANDUM

TO: Sara Singleton or Jeff Cattaneo

FROM: Natalie Sullivan

DATE: October 2, 2020

Subject: Request for manual check

This is a request for payment to be paid outside of the Board claim process as listed below:

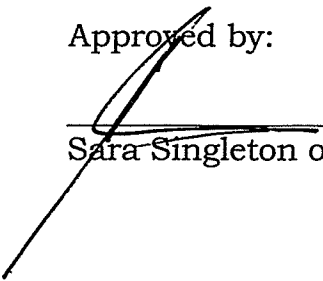
Vendor name and address (for remittance)	Amount of Request	Disposition Method: <i>Return to Requestor / Federal Express / Regular Mail</i>
SLDMWA P. O. Box 2157 Los Banos, CA 93635	\$112,044.48	Regular Mail
Expense Account number(s)	Cost of Water 600-5400-0000-513-07	
Reason for Request:	This is a request to issue payment for the August delivery of water and prepayments for the expected delivery for the months of October 2020 and November 2020. The recap was not available at the time of processing for the September Board Claims.	

Supporting documentation for this request:

<input checked="checked" type="checkbox"/>	Is attached	<input type="checkbox"/>	Will be returned to Accounting upon receipt
--	-------------	--------------------------	---

Please sign below as approval for issuance of this manual payment.

Approved by:


Sara Singleton or Jeff Cattaneo


Date

SAN BENITO COUNTY WATER DISTRICT
P.O. BOX 899, HOLLISTER, CA 95024-0899

054183

Vendor	Account	Date	
SBCCLERK	San Benito County Clerk	10/16/2020	0054183
Invoice	Date	Description	Net Amt.
101620A	10/16/2020	Filing Fee	\$50.00

Filing Fee	\$50.00
------------	---------

MEMORANDUM

TO: Sara Singleton or Jeff Cattaneo

FROM: David Macdonald

DATE: 10/16/2020

Subject: Manual Check Request

This is a request for a manual check to be processed as listed below:

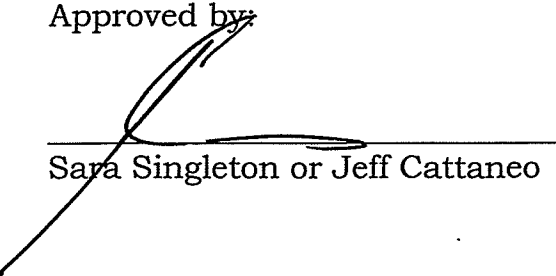
Vendor name and address (for remittance)	Amount of Request	Disposition Method: <i>Return to Requestor / Federal Express / Regular Mail</i>
SBC Clerk 440 Fifth Street Second Floor #206 Hollister, CA 95023	\$50.00	Return to Requestor
Expense Account number(s)	600-1351-0226-151-02	
Reason for Request:	Filing fee for the Notice of Exemption for the North County Groundwater Supply Study	

Supporting documentation for this request:

X	Is attached	Will be returned to Accounting upon receipt
---	-------------	---

Please sign below as approval for issuance of this manual payment.

Approved by:


Sara Singleton or Jeff Cattaneo


Date

Vendor	Account	Date	
SLDMW	San Luis & Delta-Mendota WA	10/8/2020	0054179
Invoice	Date	Description	Net Amt.
CB490	9/22/2020	San Felipe Unit-San Luis Deliv	\$778.58

San Felipe Unit-San Luis Deliv

\$778.58

THIS DOCUMENT HAS A COLORED SECURITY BACKGROUND. DO NOT CASH IF THE WORD "VOID" IS VISIBLE. THIS PAPER HAS AN ARTIFICIAL WATERMARK AND IS A FRAUD-PROTECTED DOCUMENT.

SAN BENITO COUNTY WATER DISTRICT

P.O. BOX 899

HOLLISTER, CA 95024-0899

(831) 637-8218

UnionBank

Payable at any Union Bank branch including
400 California St., San Francisco, CA 94104
(800) 238-4486 unionbank.com

1649/1220
2740029617

DATE

10/8/2020

AMOUNT

\$778.58

054179

PAY

Seven Hundred Seventy Eight Dollars And 58 Cents

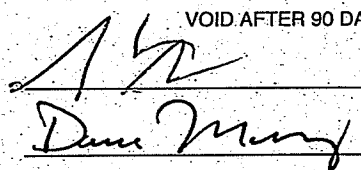
TO THE ORDER OF

San Luis & Delta-Mendota WA

P. O. Box 2157

Los Banos CA 93635

VOID AFTER 90 DAYS



⑈054179⑈ ⑆122000496⑆ 2740029617⑈

AN BENITO COUNTY WATER DISTRICT

O. BOX 899, HOLLISTER, CA 95024-0899

Vendor Account | Date | || SLDMW | San Luis & Delta-Mendota WA | 10/8/2020 | 0054179 |
| Invoice | Date | Description | Net Amt. |
| CB490 | 9/22/2020 | San Felipe Unit-San Luis Deliv | \$778.58 |

054179

San Felipe Unit-San Luis Deliv

\$778.58

MEMORANDUM

TO: Sara Singleton or Jeff Cattaneo

FROM: Natalie Sullivan

DATE: September 30, 2020

Subject: Manual Check Request

This is a request for a check to be processed with the urgent payables for October 7, 2020 Urgent Payables as listed below:

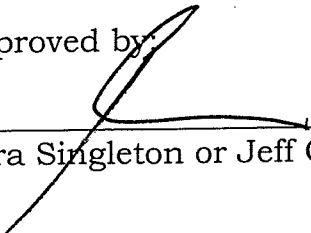
Vendor name and address (for remittance)	Amount of Request	Disposition Method: <i>Return to Requestor / Federal Express / Regular Mail</i>
San Luis Delta Mendota P.O. Box 2157 Los Banos, CA	\$778.58	Return to requestor
Expense Account number(s)	600-5500-0000-513-07 = \$389.29 600-5501-0000-513-07 = \$389.29	
Reason for Request:	This is a request to issue payment outside of the October Board Claims. This payment is for the San Felipe Unit-San Luis Delivery for October to December 2019 Payment is due to the SLDMWA by October 13, 2020 which is prior to the Board meeting for October.	

Supporting documentation for this request:

<input checked="" type="checkbox"/>	Is attached	<input type="checkbox"/>	Will be returned to Accounting upon receipt
-------------------------------------	-------------	--------------------------	---

Please sign below as approval for issuance of this manual payment.

Approved by:


Sara Singleton or Jeff Cattaneo


Date

Vendor	Account	Date	
SLDMW	San Luis & Delta-Mendota WA	10/23/2020	0054255
Invoice	Date	Description	Net Amt.
092820	9/28/2020	WY 2017 O&M Charges	\$25,352.92
MH109	10/2/2020	WY 2020 SJRECWA Transfer	\$202,778.75

WY 2020 SJRECWA Transfer	\$228,131.67
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MEMORANDUM

TO: Sara Singleton or Jeff Cattaneo

FROM: Natalie Sullivan

DATE: October 21, 2020

Subject: Manual Check Request

This is a request for a check to be processed with the urgent payables for October 7, 2020 Urgent Payables as listed below:

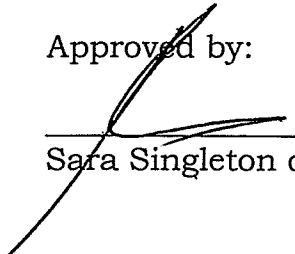
Vendor name and address (for remittance)	Amount of Request	Disposition Method: <i>Return to Requestor / Federal Express / Regular Mail</i>
San Luis Delta Mendota P.O. Box 2157 Los Banos, CA	\$25,352.92	Return to requestor
Expense Account number(s)	600-5400-0000-513-07	
Reason for Request:	This is a request to issue payment outside of the October Board Claims. This payment is for the Water Year 2017 O&M Charges Payment is due to the SLDMWA by October 28, 2020 which on the date of the Board meeting for October.	

Supporting documentation for this request:

<input checked="" type="checkbox"/>	Is attached	<input type="checkbox"/>	Will be returned to Accounting upon receipt
-------------------------------------	-------------	--------------------------	---

Please sign below as approval for issuance of this manual payment.

Approved by:


Sara Singleton or Jeff Cattaneo


Date

MEMORANDUM

TO: Sara Singleton or Jeff Cattaneo

FROM: Natalie Sullivan

DATE: October 13, 2020

Subject: Manual Check Request – Outside of Claims

This is a request for a check to be processed and included in the Urgent Payables for October 21, 2020 as listed below:

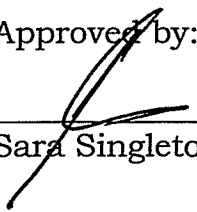
Vendor name and address (for remittance)		Amount of Request	Disposition Method: <i>Return to Requestor / Federal Express / Regular Mail</i>
SLDMWA P. O. Box 2157 Los Banos, CA 93635		\$202,778.75	Regular Mail
Expense Account number(s)	600-5600-0000-513-07 – \$174,393.75 600-5601-0000-513-07 - \$ 28,385.00		
Reason for Request:	This request is for San Joaquin River Exchange Water delivered in September 2020. SLDMWA invoice no. MH109 was received via email on 10/2/2020 and the due date is October 23rd, 2020. This is a request to issue payment outside of the October Board Claims.		

Supporting documentation for this request:

<input checked="" type="checkbox"/>	Is attached	<input type="checkbox"/>	Will be returned to Accounting upon receipt
-------------------------------------	-------------	--------------------------	---

Please sign below as approval for issuance of this manual payment.

Approved by:


Sara Singleton or Jeff Cattaneo


Date



Agenda Item

#4

SAN BENITO COUNTY WATER DISTRICT
QUARTERLY INVESTMENT REPORT
QUARTER ENDING
SEPTEMBER 30, 2020

Page no.	Title	Source
1	Quarterly Investment Report Recap	District Staff
2	Summary of Cash and Investments	District Staff
3	Local Agency Investment Fund LAIF Performance Report	California State Treasurer's Office

October 15, 2020

Submitted by: Natalie Sullivan, Supervising Accountant and Cindy Paine, OS II
Reviewed by: Sara Singleton, Assistant Manager

SAN BENITO COUNTY WATER DISTRICT

QUARTERLY INVESTMENT REPORT

QUARTER ENDING SEPTEMBER 30, 2020

Investment activity:

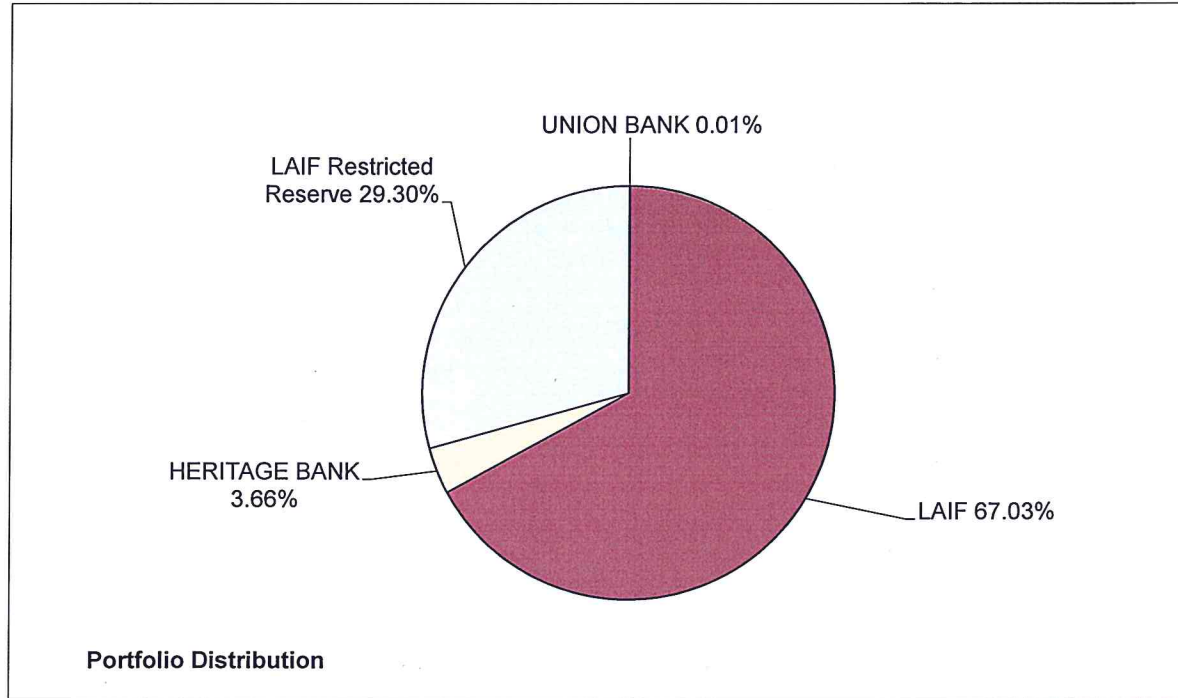
- The Local Agency Investment Fund's interest rate decreased from 1.217% at June 30, 2020 to 0.685% at September 30, 2020. The balance reflects interest earned for the prior quarter of \$181,121 and the current quarter net operating activity.

Liquidity Requirements:

There are adequate liquid reserves available in the L.A.I.F. account to fund six months of operating expenditures (\$5.1 million) as required in the Investment Policy, Section V., 2. In addition, the funds held in Heritage Bank are sufficient to cover at least two months of District expenses (\$1.7 million) which meets the Investment Policy requirements per Section IV., 1. b.

SAN BENITO COUNTY WATER DISTRICT
SUMMARY OF CASH AND INVESTMENTS
AS OF 9/30/20

CASH SUMMARY FOR ALL DISTRICT HELD ACCOUNTS (By Institution)					
	UNRESTRICTED			RESTRICTED	
Date	Union Bank	LAIF	Heritage Bank	LAIF Restricted Reserve	Total Cash and Investments
6/30/2020	115,238	35,560,037	2,072,768	16,614,227	54,362,270
9/30/2020	7,662	38,008,158	2,076,167	16,614,227	56,706,214
Net Change	\$ (107,575)	\$ 2,448,121	\$ 3,399	\$ -	\$ 2,343,944



CASH SUMMARY BY ZONE OF BENEFIT						
Date		Zone 1	Zone 3	Zone 6	Zone 104	Total Cash and Investments
6/30/2020	End of Quarter	1,691,111	4,262,357	48,458,292	(49,490)	54,362,270
6/30/2020	Reclass by Zone	109,098	-	(109,098)	-	54,362,270
9/30/2020	End of Quarter (Before dissolution of Zone 104)	1,644,673	4,240,914	50,872,442	(51,815)	56,706,214
	Net Change	\$ (155,535)	\$ (21,443)	\$ 2,523,248	\$ (2,325)	\$ 2,343,944
9/30/2020	Dissolution of Zone 104	(51,815)			51,815	\$ 56,706,214
9/30/2020	End of Quarter (After dissolution of Zone 104)	1,592,858	4,240,914	50,872,442	-	56,706,214
	Adjusted net change	\$ (207,350)	\$ (21,443)	\$ 2,523,248	\$ 49,490	\$ 2,343,944
	% of total cash (by Zone)	2.81%	7.48%	89.71%	0.00%	

LOCAL AGENCY INVESTMENT FUND (LAIF)						
Activity for quarter						
Date		Zone 1	Zone 3	Zone 6	Zone 104	Overall Balance
6/30/2020	Balance Forward:	\$ 1,626,724	\$ 4,254,892	\$ 46,292,648	-	\$ 52,174,264
6/30/2020	Reclass by Zone	100,000	(0)	(100,000)	-	\$ 52,174,264
7/15/2020	Quarterly Interest	6,015	15,017	160,088	-	\$ 52,355,385
7/31/2020	Transfer in (out)	(150,000)	(30,000)	(190,000)	-	\$ 51,985,385
8/31/2020	Transfer in (out)	95,000	15,000	1,275,000	-	\$ 53,370,385
9/30/2020	Transfer in (out)	(87,000)	(15,000)	1,354,000	-	\$ 54,622,385
BALANCE BY ZONE		\$ 1,590,739	\$ 4,239,910	\$ 48,791,736	\$ -	\$ 54,622,385

NOTE - Allocation of cash by zone (restricted and unrestricted) is subject to reconciliation changes quarterly and at year end.



PMIA/LAIF Performance Report as of 10/07/20



PMIA Average Monthly Effective Yields⁽¹⁾

Sep	0.685
Aug	0.784
Jul	0.920

Quarterly Performance Quarter Ended 06/30/20

LAIF Apportionment Rate ⁽²⁾ :	1.47
LAIF Earnings Ratio ⁽²⁾ :	.00004012766505335
LAIF Fair Value Factor ⁽¹⁾ :	1.004912795
PMIA Daily ⁽¹⁾ :	1.08%
PMIA Quarter to Date ⁽¹⁾ :	1.41%
PMIA Average Life ⁽¹⁾ :	191

*Revised 7/21/2020 per State Controller's Office

Pooled Money Investment Account Monthly Portfolio Composition ⁽¹⁾ 08/31/20 \$113.8 billion

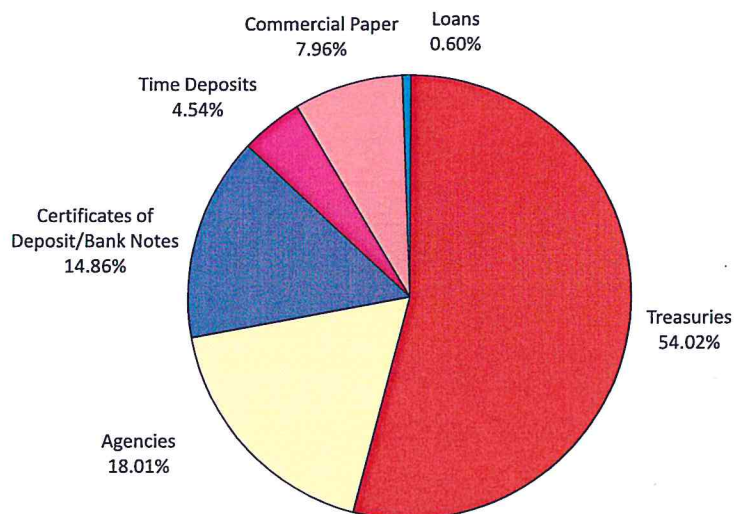


Chart does not include 0.01% of mortgages. Percentages may not total 100% due to rounding.

Daily rates are now available here. [View PMIA Daily Rates](#)

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).

Source:

⁽¹⁾ State of California, Office of the Treasurer

⁽²⁾ State of California, Office of the Controller

**San Benito County Water District
Board Agenda Transmittal**

Agenda Item: 5
Meeting Date: October 28, 2020
Submitted By: Sara Singleton
Presented By: Sara Singleton

Agenda Title: **Update of Other Post Employment Benefits (OPEB) Reports**
a. Report on OPEB Actuarial Accrued Liability (AAL)
b. Report on California Employers' Retiree Benefit Trust Program (CERBT) funding strategy
c. Report on Documentation for District Manager OPEB Benefit Pursuant to Government Code 7507.

Detailed Description:

OPEB Actuarial Accrued Liability (AAL)

Bartell and Associates, LLC provided a funding report as required by the California Employers' Retirement Trust Program (CERBT). Because of the Board's decision to fund the OPEB liability through the CERBT trust, a discount rate of 6.75% rather than the previous rate of 3.75% (used in the 2017 valuation) can be used when evaluating the Actuarial Accrued Liability (AAL) for funding purposed. This resulted in a decrease in the liability of \$290,326 (from 2017 to 2019 valuations). The projected AAL for June 30, 2021 is \$922,670. (See Attachment A)

CERBT Investment Funding Strategy

Staff has reported to the Board that the planned initiation of the movement of funds for the OPEB liability from a designation to the CERBT trust was postponed due to the market volatility that occurred during COVID-19. A 12-month dollar-cost-averaging funding strategy will take place beginning in November 2020 and ending in October 2021. (See Attachment B). An electronic transfer of funds in the amount of \$76,889 will take place each month. This will bring the CERBT to the projected AAL of \$922,670 in October 2021. Status of this account will be reported quarterly as part of the Investment Report.

Documentation for OPEB Benefit for District Manager

On June 24, 2015 the Board approved the District Manager contract to include an OPEB benefit of \$500 per month at retirement. This benefit amount has been included in all required year-end actuarial analysis since that time. Government code requires a pre- and post- analysis of changes to the OPEB benefit. An analysis prepared by Bartel Associates, LLC outlines the changes in the present value of future benefits and the actuarial accrued liability (see Attachment C) which have already been incorporated in actuarial studies since 2015. A representative of Bartel Associates will be present at the meeting to answer any questions. Per Government Code 7507, this item will be on the November agenda for confirmation of approval.

Prior Committee or Board Action(s):

June 17, 2018-Board Approval of Fully Funding Designation for Retiree Medical
February 26, 2020- Approval of CERBT Trust Fund for Retiree Medical

Financial Impact: x **Yes** **No**

- a. Reduction in funding liability from \$1,092,033 to \$801,707
- b. Movement of Funds from Designation held in LAIF to CERBT Trust
- c. No change to current liability as contract benefit amount has already been incorporated in actuarial studies. Analysis provides estimate of change at time of contractual change.

Material Included for Information/Consideration:

- a. Attachment A: June 30, 2019 Actuarial Valuation Plan Fund Status
- b. Attachment B: CERBT Funding Strategy Chart
- c. Attachment C: Bartel Associates letter dated October 7, 2020

Recommendation:

- a. No action required
 - b. Direct staff confirming approach to funding CERBT Trust
 - c. No action required
-

Action Required: **Resolution** **Motion** **Review**

Board Action

____ Resolution No. _____ Motion By _____ Second By _____

Ayes _____ Abstained _____

Noes _____ Absent _____

Reagendized _____ Date _____ No Action Taken _____

**San Benito County Water District
Retiree Healthcare Plan
June 30, 2019 Actuarial Valuation**

The District participates in CalPERS for retirement benefits, and provides employees and retirees healthcare benefits through PEMHCA (CalPERS healthcare pool). The District pays the PEMHCA minimum under the "unequal method" (\$129.20 per month in 2019 based on \$136 per month PEMHCA minimum, and \$139 per month in 2020) for employees retiring directly from the District. A supplemental District payment (\$100 - \$500 per month based on service) applies for members who retire after age 55 with at least 10 years of District service.

This report determines the projected funded status and provides the District with a recommended contribution, if necessary, for 2021/2022. GASBS 75 accounting information will be provided under a separate report.

PLAN FUNDED STATUS

The funded status of the plan is equal to the Actuarial Accrued Liability (AAL) less plan assets. When assets equal the AAL, a plan is considered on track for funding. Based on the amounts the District has committed to contributing to the fund by June 30, 2021, the plan is projected to have a funded ratio of 100%. This assumes contributions are made on a monthly basis in level amounts, and fund earnings of 6.75% per year during the period. If the contributions or fund earnings are irregular or different, the projected funded ratio will differ.

The following table compares the plan's funded status as of June 30, 2019 with the previous valuation.

	June 30, 2017 Valuation	June 30, 2019 Valuation	
	6/30/17	6/30/19	Projected 6/30/21
■ Discount Rate	3.58%	6.75%	6.75%
■ Present Value of Future Benefits	\$ 1,594,118	\$ 1,046,523	-
■ Actuarial Accrued Liability (AAL)			
• Actives	\$ 612,652	\$ 504,699	
• Retirees	479,381	297,008	
• Total	1,092,033	801,707	\$ 922,670
■ Actuarial Value of Assets	<u>0</u>	<u>0</u>	<u>922,670</u>
■ Unfunded AAL (UAAL)	1,092,033	801,707	0
■ Funded Percentage	0	0%	100%
■ Normal Cost ¹	57,104	n/a	36,936

The actuarial accrued liability decreased since the previous valuation mainly due to the higher discount rate (see next page) and some smaller demographic experience gains.

¹ Normal cost as of beginning of year. Does not include administrative expenses.



Attachment B

OPEB Liability Funding

Investment into OPEB Trust

	Investment beginning date	Investment Completion date	Approximate Average Monthly investment	Total*
Moved from Designation to OPEB Trust	November 2020	October 2021	76,889	922,670

* Based on Projected 6/30/21 Actuarial Accrued Liability as noted in the June 30, 2019 Actuarial Valuation prepared by Bartel Associated, LLB date September 13, 2020



October 7, 2020

Sara Singleton
Assistant Manager
San Benito County Water District
30 Mansfield Road
Hollister, CA 95023

Re: Retiree Healthcare Plan

Dear Ms. Singleton:

San Benito Water District has requested that Bartel Associates, LLC provide an actuarial analysis of the cost difference between alternative levels of retiree healthcare benefits provided to the District Manager.

Summary of Benefits

The District participates in CalPERS for retirement benefits, and provides employees and retirees healthcare benefits through PEMHCA (CalPERS healthcare pool). The District pays the PEMHCA minimum under the "unequal method" for employees retiring directly from the District. A supplemental District payment (between \$100 and \$348 per month depending on service) applies for members who retire after age 55 with at least 10 years of District service regardless of whether they enroll in PEMHCA. The District manager is eligible for a \$500 supplemental District contribution in lieu of the service-based supplemental contribution.

This analysis evaluates the difference between the District Manager's current level (flat \$500 supplemental amount) and the standard service-based supplemental contribution.

Actuarial Cost of Difference

The estimated cost analysis is based on the June 30, 2019 actuarial valuation methods, actuarial assumptions, and data, including:

- 6.75% discount rate. This rate was selected assuming the District begins prefunding the OPEB liability in a trust.
- Terminations of employment, disabilities and retirements in accordance with the 1997-2015 CalPERS Experience Study
- 100% of future eligible retirees are assumed to elect to receive the supplemental contribution.



Following is the difference in the District's June 30, 2019 actuarial obligations.

	Current \$500 Supplemental Contribution	Service-based Supplemental Contribution	Difference	Percent Difference
■ June 30, 2019 Present Value of Future Benefits. This is the value now of all future benefits expected to be paid for all current employees and retirees.	\$1,046,523	\$1,008,815	\$37,708	3.6%
■ June 30, 2019 Actuarial Accrued Liability. This is the value now of benefits allocated to past service (deemed to have accrued in the past) for current employees and retirees. It is the liability reported in the District's financial statements.	801,707	775,823	25,884	3.2%
■ Normal Cost for fiscal year 2020/21. This is the cost of benefits allocated to (or deemed to be earned in) FY2020/21 by active employees	35,860	32,880	2,981	8.3%

The values listed above represent the amount needed as of the valuation date if all actuarial assumptions are met.

Certification

Information provided in this report is for the District's management purposes. Future results may differ significantly if the Plan or District's experience differs from our assumptions or if there are changes in plan design or actuarial assumptions. The project scope did not include an analysis of this potential variation. Our calculations are based on benefit provisions, participant data, and actuarial assumptions, and other information provided by the District as summarized in this letter and our June 30, 2019 actuarial valuation report. This study was conducted using generally accepted actuarial principles and practices. I am a member of the American Academy of Actuaries and meet the Academy Qualification Standards to issue the actuarial opinion in this report. Please contact Mary Beth Redding (mbredding@bartel-associates.com) with any questions about this information.

Sincerely,

Mary Elizabeth Redding, FSA, EA, MAAA, FCA
Vice President

c: Joseph Herm, Bartel Associates, LLC

O:\Clients\San Benito County Water District\Projects\OPEB\2019 Valuation\Report\BA SanBenito\WD 20-10-07 Letter - Cost of Retiree Medical Benefit.docx

**San Benito County Water District
Agenda Transmittal**

Agenda Item: 6

Meeting Date: October 28, 2020

Submitted By: Jeff Cattaneo

Presented By: Jeff Cattaneo

Agenda Title: Consider Adoption of Resolution 2020-17, Authorizing the filing of a Notice of Exemption from the California Environmental Quality Act for Approval of and Authorization to Execute the Amended and Restated Contract between the United States and San Benito County Water District for Water Service, Facilities Repayment, and for Operation and Maintenance of Certain Works of the San Felipe Division and Authorize District Counsel to file a validation action for the Repayment Contract

Detailed Description:

SUBJECT:

Resolution No. 2020-17, A Resolution of the Board of Directors of the San Benito County Water District Authorizing the Filing of a Notice of Exemption from the California Environmental Quality Act for Approval of and Authorization to Execute the Amended and Restated Contract Between the United States and San Benito County Water District for Water Service, Facilities Repayment, and for Operation and Maintenance of Certain Works of the San Felipe Division.

DISCUSSION:

Existing Water Service Contract

The District and the United States entered into a contract for water service on April 15, 1978, Contract No. 8-07-20-W0130 ("1978 Contract"), which provides for the delivery of Central Valley Project ("CVP" or "Project") water to the District from June 1, 1978 through February 29, 2028. The District and the United States subsequently entered into amendments to the 1978 Contract on February 28, 1992 and on March 28, 2007. Under the 1978 Contract, as amended, the District is entitled to an annual maximum of 43,800 acre feet of Project water, including M&I

water. Additionally, the District has entered into agreements with the United States for operation and maintenance of certain San Felipe Division Facilities.

WIIN Act

On December 16, 2016, the 114th Congress of the United States of America enacted the Water Infrastructure Improvements for the Nation Act (Pub. L. 114-322, 130 Stat. 1628) (WIIN Act). Section 4011(a)(1)(A) of the WIIN Act provides that, upon request of the contractor, the Secretary of the Interior shall convert any water service contract entered into under section (e) of the Reclamation Project Act of 1939 (53 Stat. 1195) to a repayment contract under section 9(d) of that Act (53 Stat. 1195). A repayment contract has the advantages that it is permanent and, once the remaining capital obligation, including San Felipe Division Facilities, is fully satisfied, lands within the contractor's service area are no longer subject to acreage limitation and full cost pricing of water. The contract will continue as long as the contractor continues to pay the applicable contractual charges. Additionally, the WIIN Act earmarks the accelerated payment of outstanding CVP capital costs from converted repayment contracts to an account that will be used by Reclamation to partially fund development of additional water storage projects, some of which may benefit the District.

Notwithstanding the conversion of a water service contract to a repayment contract under the WIIN Act, the conversion does not increase entitlement to CVP water deliveries. Instead, the repayment contracts are still subject to the same water entitlements, and the same CVP contract shortage provisions and policies that exist today. Reclamation will adhere to its existing process for determining water allocations based upon annual hydrological conditions and requirements to support environmental and water quality protections to the Delta and its tributaries. The repayment contract will also not change the facilities used or the manner in which water is distributed to the contractor.

Repayment Contract

The District's Board directed staff to request that the District's water service contract be converted to a repayment contract. Reclamation and those contractors that requested conversion have participated in public negotiations on specific contract language that will be applicable to all CVP contractors electing to execute a repayment contract. This contract language is limited to, and consistent with, authorizations prescribed by the WIIN Act. District staff then conducted individual public negotiations with Reclamation as to specific terms and conditions necessary to effectuate the conversion of the District's 1978 Contract, as amended, and Reclamation and the District have now completed negotiations. Based upon these negotiations, the attached draft Amended and Restated Contract Between the United States and San Benito County Water District for Water Service, Facilities Repayment, and for Operation and Maintenance of Certain Works of the San Felipe Division ("Repayment Contract"): (1) reflects the terms and conditions necessary to convert the District's existing water service contract to a repayment contract, as directed by and consistent with the WIIN Act, and (2) incorporates standard terms and conditions required by the Reclamation Manual. Reclamation will be releasing the draft for a 60-day period of review and possible comment from interested persons and entities. If no substantive changes are made upon the end of the comment period, it is anticipated that the parties will then execute the Repayment Contract. As indicated, certain payment rates and dates will be updated and brought current as of the date of full execution.

CEQA Notice of Exemption

CEQA requires the District, as a public agency, to conduct a preliminary environmental assessment regarding the potential environmental effects of "projects," of which the Repayment Contract is considered. CEQA does, however, contain exemptions, both within the law itself and in the form of CEQA Guidelines, for certain types of projects. These exemptions are described in the findings of the attached resolution. Staff has compiled an administrative record in support of these findings. The subject resolution directs District staff to file the appropriate Notice of Exemption.

Validation Action Authorization

After approval of the Repayment Contract, the contract requires the District to file a validation action in San Benito County Superior Court to secure a court decree stating that the Repayment Contract is binding among the parties involved. Staff is requesting authorization from the Board for the District Counsel to file such a validation action.

Prior Committee or Board Action:

Monthly Board updates

FISCAL IMPACT:

\$3,089,864 (subject to revision at contract execution to reflect current treasury rate and San Benito County's outstanding balance)

PROPOSED MOTION:

Make a motion that the Board of Directors: (1) adopt Resolution No. 2020-17, A Resolution of the Board of Directors of the San Benito County Water District Authorizing the Filing of a Notice of Exemption from the California Environmental Quality Act for Approval of and Authorization to Execute the Amended and Restated Contract Between the United States and San Benito County Water District for Water Service, Facilities Repayment, and for Operation and Maintenance of Certain Works of the San Felipe Division; and (2) authorize District Counsel to file a validation action for the Repayment Contract.

RECOMMENDATION:

Adopt proposed motion.

ATTACHMENTS:

1. Final Draft Repayment Contract
2. Notice of Exemption, San Benito County
3. Resolution No. 2020-17
4. Zone 6 Water Supply Committee Recommendation

Action Required: X Resolution Motion Review

Board Action

 X Resolution No. Motion By Second By

Ayes Abstained

Noes Absent

Reagendized Date No Action Taken

USBR_WIIN_ACT_SAN BENITO_EXHIBIT #3

Irrigation and M&I
Contract No.8-07-20-W0130A-P
USBR Draft 06-23-2020

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Central Valley Project, California

AMENDED AND RESTATED CONTRACT BETWEEN THE UNITED STATES
AND
SAN BENITO COUNTY WATER DISTRICT
FOR WATER SERVICE, FACILITIES REPAYMENT, AND FOR OPERATION AND
MAINTENANCE OF CERTAIN WORKS OF THE SAN FELIPE DIVISION

Table of Contents

<u>Article No.</u>	<u>Title</u>	<u>Page No.</u>
	Preamble	1
	Explanatory Recitals	2
1.	Definitions	7
2.	Term of Contract – Right to Use of Water	13
3.	Water to be Furnished to the Contractor.....	14
4.	Delivery Schedules	18
5.	Maintenance of Flows – Temporary Reductions.....	18
6.	Constraints on the Availability of Water	19
7.	Point of Delivery – Measurement – Responsibility for Distribution.....	20
8.	Rates and Method of Payment for Water and Accelerated Repayment of Facilities	24
9.	San Felipe Division Repayment Obligation	33
10.	Adjustments	36
11.	Charges for Delinquent Payments	37
12.	Exchanges of Water	37
13.	Conveyance of Non-Project Water	38
14.	Operation and Maintenance by Operating Non-Federal Entity	38
15.	Operation and Maintenance of Transferred Works	40
16.	Examination, Inspection, and Audit of Project Works, Records, and Reports for Determining Adequacy of Operation and Maintenance	42
17.	Administration of Federal Project Lands.....	44
18.	Contamination or Pollution of Federal Property.....	47
19.	Clean Air and Water	48
20.	Right to Recover Costs Incurred by San Benito County Water District	49
21.	Right to Recover Costs Incurred by Santa Clara Valley Water District.....	50

Table of Contents – continued

<u>Article No.</u>	<u>Title</u>	<u>Page No.</u>
22.	Pest Management	50
23.	Contractor to Pay Certain Miscellaneous Costs Relating to Transferred Works .	51
24.	Emergency Reserve Fund	52
25.	Protection of Water and Air Quality	53
26.	Drainage Studies and Facilities.....	53
27.	Right to Return Flows.....	53
28.	Repeal of Amendment of Federal Reclamation Laws	54
29.	General Obligation – Benefits Conditioned Upon Payment.....	54
30.	Changes in the Contractor’s Organization or Service Area.....	54
31.	Books, Records, and Reports	55
32.	Rules, Regulations, and Determinations.....	55
33.	Determination of Findings of Facts	55
34.	Compliance with Civil Rights Laws and Regulations	56
35.	Equal Employment Opportunity	56
36.	Contractor’s Rights to Water	58
37.	Renegotiation	58
38.	Contingent on Appropriation or Allotment of Funds	59
39.	Officials Not to Benefit.....	59
40.	Assignment Limited – Successors and Assigns Obligated.....	59
41.	Notices	59
42.	Confirmation of Contract.....	59
43.	Water Conservation	60
44.	Reclamation Reform Act of 1982.....	61
45.	Privacy Act Compliance	61
46.	Medium for Transmitting Payments.....	62
47.	Contract Drafting Considerations	62
	Signature Page	63
	Exhibit A – Contractor’s Water Service Area	
	Exhibit B – Rates and Charges	
	Exhibit C – San Felipe Division Reimbursable Costs	
	Exhibit D – San Benito County Water District San Felipe Division Repayment Schedule	
	Exhibit E – WIIN Repayment Obligation	
	Exhibit F – List of Transferred Project Facilities	

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Central Valley Project, California

AMENDED AND RESTATED CONTRACT BETWEEN THE UNITED STATES
AND
SAN BENITO COUNTY WATER DISTRICT
FOR WATER SERVICE, FACILITIES REPAYMENT, AND FOR OPERATION AND
MAINTENANCE OF CERTAIN WORKS OF THE SAN FELIPE DIVISION

1 THIS CONTRACT, made this _____ day of _____, 20__ in pursuance generally of the
2 Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto,
3 including but not limited to, the Acts of August 26, 1937 (50 Stat. 844), as amended and
4 supplemented; August 4, 1939 (53 Stat. 1187), as amended and supplemented; July 2, 1956 (70
5 Stat. 483), June 21, 1963 (77 Stat. 68), August 27, 1967 (81 Stat. 173), October 12, 1982 (96
6 Stat. 1263), October 27, 1986 (100 Stat. 3050), as amended, Title XXXIV of the Act of October
7 30, 1992, (106 Stat 4706), and the Water Infrastructure Improvements for the Nation Act (Public
8 Law 114-322, 130 Stat. 1628), Section 4011 (a-d) and (f) (“WIIN Act”), all collectively
9 hereinafter referred to as the Federal reclamation laws, between THE UNITED STATES OF
10 AMERICA, hereinafter referred to as the United States, and SAN BENITO COUNTY WATER
11 DISTRICT, hereinafter referred to as the Contractor, a public agency of the State of California,
12 duly organized, existing, and acting pursuant to the laws thereof, with its principal place of
13 business in Hollister, California,

WITNESSETH, That:

EXPLANATORY RECITALS

[1st] WHEREAS, the United States has constructed and is operating the Central Valley Project (Project), California, for diversion, storage, carriage, distribution and beneficial use, for flood control, irrigation, municipal, domestic, industrial, fish and wildlife mitigation, protection and restoration, generation and distribution of electric energy, salinity control, navigation and other beneficial uses, of water of the Sacramento River, the American River, the Trinity River, and the San Joaquin River and their tributaries; and

[2nd] WHEREAS, the groundwater basins in the Contractor's Service Area have been overdrawn and the lands of the Contractor's Service Area and its inhabitants are in need of additional water for beneficial uses and purposes; and

[3rd] WHEREAS, the United States has constructed the San Felipe Division as a feature of the Project for the diversion, carriage, distribution, regulation, and beneficial use of waters of the Project; and

[4th] WHEREAS, the water supply developed by the Project has been made available to the Contractor for beneficial uses and purposes; and

[5th] WHEREAS, the Contractor and the United States entered into a contract titled "*Contract Between the United States and San Benito County Water District for Water Service and for Operation and Maintenance of Certain Works of the San Felipe Division*", Contract No. 8-07-20-W0130, dated April 15, 1978, which established terms and conditions for the delivery to the Contractor of Project Water from June 1, 1987 through February 29, 2028, hereinafter referred to as the "1978 Contract"; and

[6th] WHEREAS, the Contractor and the United States entered into a contract titled
“*Amendatory Water Service Contract Between the United States and San Benito County Water
District*”, Contract No. 8-07-20-W0130, dated February 28, 1992, which modified terms and
conditions for the delivery to the Contractor of Project Water from June 1, 1987 through
February 29, 2028, hereinafter referred to as the “First Amendment”; and

[7th] WHEREAS, in 1992, Congress enacted the Central Valley Project Improvement
Act (CVPIA) (106 Stat 4706), which addressed the renewal of existing long-term water service
contracts and established that certain terms should be included in contracts renewed or amended
after January 1, 1988; and

[8th] WHEREAS, to promote compliance with the CVPIA, consistent with the goal of
ensuring a reliable long-term water supply for the Contractor, the parties agreed to amend the
1978 Contract; and

[9th] WHEREAS, the Contractor executed a “Binding Agreement for Early Renewal
Between the United States and San Benito County Water District”, dated September 30, 1997,
Contract No. 8-07-20-W0130-BA; and

[10th] WHEREAS, the Contractor and the United States entered into an amendment to
the 1978 Contract dated March 28, 2007, titled “*Second Amendment to Contract between the
United States and San Benito County Water District for Water Service and Operation and
Maintenance of Certain Works of the San Felipe Division*”, Contract No. 8-07-20-W0130A,
which among other things established the terms and conditions for the repayment of the San
Felipe Division facilities and implementation of certain Central Valley Project Improvement Act
activities, hereinafter referred to as “Second Amendment”; and

[11th] WHEREAS under 4011, subsections (a)(2) and (a)(3) of the WIIN Act, except for those repayment contracts under which the Contractor has previously negotiated for prepayment, all repayment contracts under Section 9(d) and 9(c)(1) of the Act (53 Stat. 1195) in effect as of the date of the WIIN Act, at the request of the contractor, and all contracts converted pursuant to paragraph (1)(A) and (1)(B) of the WIIN Act shall provide for repayment either in lump sum or an accelerated prepayment; and

[12th] WHEREAS, the repayment obligations of the San Felipe Division Facilities set forth in the Second Amendment were negotiated for repayment prior to the enactment of the WIIN Act and are not subject to accelerated prepayment under the WIIN Act, and will continue to be paid in accordance with the payment schedule set forth in Exhibit D; and

[13th] WHEREAS, the 1978 Contract as amended by the First Amendment and the Second Amendment is hereinafter referred to as “Existing Contract”; and

[14th] WHEREAS, this Contract is intended to represent a continuation of the 1978 Contract, including its First Amendment and Second Amendment, as amended and restated in entirety by the terms and conditions contained in this Contract; and

[15th] WHEREAS, the Santa Clara Valley Water District and the United States entered into a contract titled “*Contract for the Transfer of the Operation and Maintenance of Certain San Felipe Division*”, Contract No. 6-07-20-X0290, dated September 8, 1986, which established terms and conditions for the transfer of Operation and Maintenance of San Felipe Division facilities jointly used by the Contractor and Santa Clara Valley Water District; and

[16th] WHEREAS, the Contractor was notified via the transfer notice of the transfer of Operation and Maintenance of Certain San Felipe Division Facilities to the Contractor, dated September 17, 1987, October 30, 1987, and January 12, 1988; and

[17th] WHEREAS, the initial delivery of Project Water to the Contractor commenced on January 1, 1988; and

[18th] WHEREAS, on December 16, 2016, the 114th Congress of the United States of America enacted the WIIN Act; and

[19th] WHEREAS, Section 4011(a)(1) provides that “upon request of the contractor, the Secretary of the Interior shall convert any water service contract in effect on the date of enactment of this subtitle and between the United States and a water users’ association [Contractor] to allow for prepayment of the repayment contract pursuant to paragraph (2) under mutually agreeable terms and conditions.”; and

[20th] WHEREAS, Section 4011(a)(1) further provides that “the manner of conversion under this paragraph shall be as follows: (A) Water service contracts that were entered into under section (e) of the Act of August 4, 1939 (53 Stat. 1196), to be converted under this section shall be converted to repayment contracts under section 9(d) of that Act (53 Stat. 1195)”; and “(B) Water service contracts that were entered under subsection (c)(2) of section 9 of the Act of August 4, 1939 (53 Stat. 1194), to be converted under this section shall be converted to a contract under subsection (c)(1) of section 9 of that Act (53 Stat. 1195).”; and

[21st] WHEREAS, the conversion of the Contractor’s water service Contract No. 8-07-20-W0130A to a repayment contract as described in Section 4011(a)(1) of the WIIN Act is intended to continue water service to the Contractor under substantially similar terms and conditions to its Existing Contract, as amended to implement only those modifications specifically proscribed in the WIIN Act ; and

[22nd] WHEREAS, Section 4011(a)(4)(C) further provides all contracts entered into pursuant to Section 4011(a)(1), (2), and (3) shall “not modify other water service, repayment,

exchange and transfer contractual rights between the water users' association [Contractor], and the Bureau of Reclamation, or any rights, obligations, or relationships of the water users' association [Contractor] and their landowners as provided under State law.”; and

[23rd] WHEREAS, Section 4011(d)(3) and (4) of the WIIN Act provides that “implementation of the provisions of this subtitle shall not alter...(3) the priority of a water service or repayment contractor to receive water; or (4) except as expressly provided in this section, any obligations under the Federal Reclamation law, including the continuation of Restoration Fund charges pursuant to section 3407(d) (Pub. L. 102-575), of the water service and repayment contractors making prepayments pursuant to this section.”; and

[24rd] WHEREAS, upon the request of the Contractor, the WIIN Act directs the Secretary to convert irrigation water service contracts and municipal and industrial (M&I) water service contracts into repayment contracts, amend existing repayment contracts, and allow contractors to prepay their construction cost obligations pursuant to applicable Federal Reclamation law; and

[25th] WHEREAS, the Contracting Officer and the Contractor agree that this Contract complies with Section 4011 of the WIIN Act; and

[26th] WHEREAS, the Contracting Officer and the Contractor agree to amend and convert the Existing Contract pursuant to Section 4011 of the WIIN Act and other Federal Reclamation law on the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the mutual and dependent covenants herein contained, it is hereby mutually agreed by the parties hereto as follows:

DEFINITIONS

1. When used herein, unless otherwise distinctly expressed, or manifestly incompatible with the intent hereof, the term:

(a) “Additional Capital Obligation” shall mean construction costs or other capitalized costs incurred after the Effective Date or not reflected in the Existing Capital Obligation as defined herein and in accordance with Section 4011, subsection (a)(2)(B) and (a)(3)(B) of the Water Infrastructure Improvements for the Nation Act (Public Law 114-322, 130 Stat. 1628) (“WIIN Act”);

(b) “Agricultural Water” or “Irrigation Water” shall mean the use of Project Water to irrigate lands primarily for the production of commercial, agricultural crops or livestock, and domestic and other uses that are incidental thereto;

(c) “Calendar Year” shall mean the period January 1 through December 31, both dates inclusive;

(d) “Charges” shall mean the payments required by Federal Reclamation law in addition to the Rates and Tiered Pricing Component specified in this Contract as determined annually by the Contracting Officer pursuant to this Contract;

(e) “Condition of Shortage” shall mean a condition respecting the Project during any Year such that the Contracting Officer is unable to deliver sufficient water to meet the Contract Total;

(f) “Contract” shall mean this Contract titled “*Amended and Restated Contract between the United States and San Benito County Water District for Water Service, Facilities Repayment, and for Operation and Maintenance of Certain San Felipe Division Facilities*”, Contract No. 8-07-20-W0130A-P;

(g) “Contract Total” shall mean the maximum amount of water to which the Contractor is entitled under subdivision (a) of Article 3 of this Contract;

(h) “Contracting Officer” shall mean the duly authorized representative of the Secretary of the Interior;

(i) “Contractor's Service Area” shall mean the area to which the Contractor is permitted to provide Project Water under this Contract, as set forth on Exhibit "A" attached hereto which may be modified from time to time without amendment to this Contract;

(j) “CVPIA” shall mean the Central Valley Project Improvement Act, Title XXXIV of the Act of October 30, 1992 (106 Stat. 4706);

(k) “Delivered Water” or “Water Delivered” shall mean Project Water diverted for use by the Contractor at the point(s) of delivery approved by the Contracting Officer;

(l) “Delta Division Facilities” shall mean those existing and future Project facilities in and south of the Sacramento-San Joaquin Rivers Delta, including, but not limited to, the Jones Pumping Plant, the O’Neill Forebay, the O’Neill Pumping/Generating Plant, and the San Luis Reservoir, used to divert, store and convey water to those Project Contractors entitled to receive water conveyed through the Delta-Mendota Canal;

(m) “Division” shall mean the San Felipe Division of the Project;

(n) “Existing Capital Obligation” shall mean the remaining amount of construction costs or other capitalized costs allocable to the Contractor, exclusive of the construction costs identified as the San Felipe Division Repayment Obligation as described in Exhibit C and Exhibit D, and as described in Section 4011, subsections (a)(2)(A) and (a)(3)(A) of the WIIN Act, and as identified in the Central Valley Project Irrigation Water Rates and/or

Municipal and Industrial Water Rates, respectively, dated Month/Day/Year [specify ratebook year for all contractors.] [contractor specific to address the intertie], as adjusted to reflect payments not reflected in such schedule. The Contracting Officer has computed the Existing Capital Obligation and such amount is set forth in Exhibit E, which is incorporated herein by reference;

(o) “Full Cost Rate” shall mean an annual rate, as determined by the Contracting Officer, that shall amortize the expenditures for construction properly allocable to the Project irrigation or M&I functions, as appropriate, or facilities in service including all O&M deficits funded, less payments, over such periods as may be required under Federal Reclamation law or applicable contract provisions. Interest will accrue on both the construction expenditures and funded O&M deficits from October 12, 1982, on costs outstanding at that date, or from the date included in the case of costs arising subsequent to October 12, 1982, and shall be calculated in accordance with subsections 202(3)(b) and (3)(C) of the RRA. The Full Cost Rate includes actual operation, maintenance, and replacement costs consistent with Section 426.2 of the Rules and Regulations of the RRA;

(p) “Initial Delivery Date” shall mean the day that water from the Division Facilities is first available for deliver to the Contractor under this Contract and facilities for distribution of water are available for substantially all of the irrigable land proposed to be irrigated with surface supplies within Zone 6 of the District;

(q) “Municipal and Industrial Water” or “M&I Water” shall mean the use of Project Water for municipal, industrial, and miscellaneous other purposes not falling under the definition of Agricultural Water or within another category of water use under an applicable Federal authority;

(r) “M&I Full Cost Water Rate” shall mean the Full Cost Rate applicable to the delivery of M&I Water;

(s) "Operating Non-Federal Entity" shall mean the Operating Non-Federal Entity(ies) and their successors or assigns, which have the obligation to operate and maintain all or a portion of the Project facilities including the Division Facilities pursuant to written agreements with the United States. As of the effective date of this Contract, the Operating Non-Federal Entity(ies) were the San Luis & Delta-Mendota Water Authority with respect to certain Delta Division Facilities, Santa Clara Valley Water District with respect to certain Division Facilities, and the San Benito County Water District with respect to certain Division Facilities;

(t) "Operation and Maintenance" or "O&M" shall mean normal and reasonable care, control, operation, repair, replacement (other than capital replacement), and maintenance of Project facilities;

(u) "Project" shall mean the Central Valley Project (CVP) owned by the United States and managed by the Department of the Interior, Bureau of Reclamation;

(v) "Project Contractors" shall mean all parties who have contracts for water service for Project Water from the Project with the United States pursuant to Federal Reclamation law;

(w) "Project Water" shall mean all water that is developed, diverted, stored, or delivered by the Secretary in accordance with the statutes authorizing the Project and in accordance with the terms and conditions of water rights acquired pursuant to California law;

(x) "Rates" shall mean the payments determined annually by the Contracting Officer in accordance with the then current applicable ratesetting policies for the Project, as described in Article 8 of this Contract;

(y) “Reclaimed Water” shall mean wastewater that has been treated to the extent necessary to be suitable for groundwater recharge, agricultural, municipal or industrial uses;

(z) “Restoration Fund Charges” shall mean those charges required pursuant to Section 3407(d) of Public Law 102-575;

(aa) “San Felipe Division Facilities” shall mean those existing and future Project facilities generally west of San Luis Reservoir used to divert, store and convey water to the Contractor(s). San Felipe Facilities are divided into reaches, as defined as follows:

(1) “Reach 1” or “Reach 1 Facilities” shall mean the facilities from the Pacheco Tunnel to and including the Pacheco Bifurcation Structure, including but not limited to, the Pacheco Pumping Plant Substation, Pacheco Pumping Plant Substation 70 kV Line, Pacheco Tunnel (including the inlet works in and under San Luis Reservoir), Pacheco Conduit and Pacheco Bifurcation Structure;

(2) “Reach 2” or “Reach 2 Facilities” shall mean the facilities from, but not including, the Pacheco Bifurcation Structure to and including the Watsonville Turnout facility, and Santa Clara Tunnel and a portion of the Santa Clara Conduit;

(3) “Reach 3” or “Reach 3 Facilities” shall mean the facilities from, but not including, the Watsonville Turnout facility to and including the Coyote Pumping Plant, including but not limited to, a portion of the Santa Clara Conduit, Coyote Pumping Plant, Coyote Pumping Plant Substation and Coyote Pumping Plant 115 kV Line;

(4) “San Benito Facilities” shall mean San Felipe Division Facilities used to deliver water to the San Benito Water District exclusively, including the Hollister Conduit and the San Justo Dam and Reservoir;

240 (bb) "San Felipe Division Repayment Obligation" shall mean those San Felipe
241 Division reimbursable capital costs that are payable by the Contractor as described in Exhibit C
242 and Exhibit D;

243 (cc) "Secretary" shall mean the Secretary of the Interior, a duly appointed
244 successor, or an authorized representative acting pursuant to any authority of the Secretary and
245 through any agency of the Department of the Interior;

246 (dd) "State" shall mean the State of California;

247 (ee) "Substantial Change" shall mean a modification in, or addition to, a
248 project facility which involves changes in the original design intent, function, and/or operational
249 parameters of the facility, or changes in project benefits, including non-routine maintenance
250 activities that involve construction or reconstruction of a portion of the facility. These
251 modifications may be capitalized or non-capitalized. A substantial change is not a
252 characterization of the proposed action in terms of being a major or minor action as defined in
253 the National Environmental Policy Act.

254 (ff) "Tiered Pricing Component" shall be the incremental amount to be paid
255 for each acre-foot of Water Delivered as described in subdivision (k) of Article 8 of this
256 Contract;

257 (gg) "Water Made Available" shall mean the estimated amount of Project
258 Water that can be delivered to the Contractor for the upcoming Year as declared by the
259 Contracting Officer, pursuant to subdivision (a) of Article 3 of this Contract;

260 (hh) "Water Scheduled" shall mean Project Water made available to the
261 Contractor for which times and quantities for delivery have been established by the Contractor
262 and Contracting Officer, pursuant to Article 4 of this Contract;

263 (ii) "WIIN Repayment Obligation" for Water Delivered as Irrigation Water
264 shall mean the Existing Capital Obligation discounted by $\frac{1}{2}$ of the Treasury rate, which shall be
265 the amount due and payable to the United States, pursuant to Section 4011(a)(2)(A) of the WIIN

Act; and for Water Delivered as M&I Water shall mean the amount due and payable to the United States, pursuant to the Section 4011(a)(3)(A) of the WIIN Act;

(jj) “Year” shall mean the period from and including March 1 of each Calendar Year through the last day of February of the following Calendar Year.

TERM OF CONTRACT – RIGHT TO USE OF WATER

2. (a) This Contract shall be effective [Effective Date], hereinafter known as the “Effective Date”, and shall continue so long as the Contractor pays applicable Rates and Charges under this Contract, consistent with Section 9(d) or 9(c)(1) of the Act of August 4, 1939 (53 Stat. 1195) as applicable, and applicable law;

(1) Provided, That the Contracting Officer shall not seek to terminate this Contract for failure to fully or timely pay applicable Rates and Charges by the Contractor, unless the Contracting Officer has first provided at least sixty (60) calendar days written notice to the Contractor of such failure to pay and the Contractor has failed to cure such failure to pay, or to diligently commence and maintain full curative payments satisfactory to the Contracting Officer within the sixty (60) calendar days’ notice period;

(2) Provided, further, That the Contracting Officer shall not seek to suspend making water available or declaring Water Made Available pursuant to this Contract for non-compliance by the Contractor with the terms of this Contract or Federal law, unless the Contracting Officer has first provided at least thirty (30) calendar days written notice to the Contractor and the Contractor has failed to cure such non-compliance, or to diligently commence curative actions satisfactory to the Contracting Officer for a non-compliance that cannot be fully cured within the thirty (30) calendar days’ notice period. If the Contracting Officer has suspended making water available pursuant to this paragraph, upon cure of such non-compliance

satisfactory to the to the Contracting Officer, the Contracting Officer shall resume making water available and declaring Water Made Available pursuant to this Contract;

(3) Provided, further, That this Contract may be terminated at any time by mutual consent of the parties hereto.

(b) Upon complete payment of the San Felipe Division Repayment Obligation and the WIIN Repayment Obligation by the Contractor, and notwithstanding any Additional Capital Obligation that may later be established, the acreage limitations, reporting, and full cost pricing provisions of the Reclamation Reform Act of 1982, shall no longer be applicable.

(c) Notwithstanding any provision of this Contract, the Contractor reserves and shall have all rights and benefits under the Act of July 2, 1956 (70 Stat. 483), to the extent allowed by law.

(d) Notwithstanding any provision of this Contract, the Contractor reserves and shall have all rights and benefits under the Act of June 21, 1963 (77 Stat. 68), to the extent allowed by law.

WATER TO BE FURNISHED TO THE CONTRACTOR

3. (a) The United States shall make available to the Contractor the quantities of Agricultural Water and M&I Water specified in the schedule submitted by the Contractor in accordance with Article 4, and the Contractor shall pay for said water in accordance with the provisions of Article 8: Provided, That the United States shall make available Agricultural Water and M&I Water and the Contractor shall pay for as a minimum the quantities set forth in the following table. The total quantity the United States shall make available annually during the term of this Contract shall be 43,800 acre-feet, of which 8,250 acre-feet shall be M&I Water. Provided, however, That at any time or times after the Contractor's requirement for M&I Water

exceeds 8,250 acre-feet per year, any or all of the Project Water to be furnished for agricultural use may be converted and shall be added to said 8,250 acre-feet and shall become the minimum quantity the Contractor shall pay for as M&I Water each Year thereafter during the term of this Contract. Years shown in the table refer to the Years beginning with the Year of initial delivery (1988).

TABLE OF MINIMUM DELIVERIES
(Acre-Feet)

		<u>M&I Water</u>	
<u>Year</u>	<u>Annual Deliveries</u>	<u>Year</u>	<u>Annual Deliveries</u>
1	1,020	21	5,500
2	1,120	22	5,600
3	1,220	23	5,700
4	1,320	24	5,800
5	1,420	25	5,900
6	1,520	26	7,200
7	1,620	27	7,300
8	1,720	28	7,400
9	1,820	29	7,500
10	1,920	30	7,600
11	3,000	31	7,700
12	3,100	32	7,800
13	3,200	33	7,900
14	3,300	34	8,000
15	3,400	35	8,150
16	4,000	36	8,250
17	4,100	37	8,250
18	4,200	38	8,250
19	4,300	39	8,250
20	4,400	40	8,250

(b) Each Year, the United States shall use all reasonable diligence to deliver and the Contractor shall make all reasonable efforts to schedule and accept the amounts of water necessary to satisfy the annual total minimum acre-feet set forth in the Table of Minimum Deliveries: *Provided, That* if the Contractor is unable in any Year to accept quantities sufficient

to satisfy the total minimum for that Year, the amount of payments for water not used may be applied to meet the payment for water taken in excess of the minimum requirement in any of the subsequent 5 Years but not thereafter: Provided, further, That payments for water received in excess of the total annual minimum may be used to satisfy minimum payments due during any of the subsequent 5 Years but not thereafter.

(c) In no event shall the United States be obligated to furnish more than 43,800 acre-feet of water during any Year of the term of this Contract: Provided, That this quantity may be increased pursuant to subdivisions (f) and (g) of this Article: And Provided, further, That this quantity may be decreased by agreement of the parties for the remainder of the term of this Contract.

(d) In the event the United States is unable to deliver the scheduled quantity of water due to water shortage or other disruption of service and part or all of the undelivered water was required to meet the contract minimum then the minimum amount which the Contractor shall be required to pay for in such Year will be reduced to the amount delivered.

(e) The United States will provide the electrical capacity and energy, hereinafter referred to as Project power, necessary to deliver Project Water to and through the Division Facilities without any charge over and above the Rates and any adjustments thereof set forth in Article 8 of this Contract.

(f) If the Contractor in any Year requires a quantity of water in addition to the maximum quantity of 43,800 acre-feet per annum which the United States is obligated to deliver to the Contractor, additional water, if water and capacity are available as determined by the Contracting Officer, may be delivered upon receipt from the Contractor of a written request together with a schedule indicating the desired times, uses, and quantities of water and payment

at the applicable Rates specified in Article 8 of this Contract. The delivery by the United States and acceptance by the Contractor of such additional water shall neither entitle nor obligate the Contractor to receive such quantities in subsequent Years.

(g) If from time to time the Contracting Officer determines that other potential contractors within the Division have not obligated themselves to purchase the maximum quantity of water the Division is capable of supplying, the Contracting Officer will notify all contractors within the Division of such unobligated supply and will make the same available on a prorated basis to such contractors who request additional water and demonstrate a need therefor to the satisfaction of the Contracting Officer. Any such additional quantities made available to the Contractor shall be delivered and paid for as shall be agreed upon in writing by the parties hereto.

(h) If at any time during the term of this Contract the Contractor determines there is Reclaimed Water available which the Contractor desires to use, as demonstrated to the satisfaction of the Contracting Officer, the United States will renegotiate appropriate amendments to decrease the required amounts in this Article.

(i) The Contractor's right pursuant to Federal Reclamation law and applicable State law to the reasonable and beneficial use of the Water Delivered pursuant to this Contract shall not be disturbed, and this Contract shall continue so long as the Contractor pays applicable Rates and Charges under this Contract consistent with Section 9(d) or 9(c)(1) of the Act of August 4, 1939 (53 Stat. 1195) as applicable, and applicable law. Nothing in the preceding sentence shall affect the Contracting Officer's ability to impose shortages under Article 5 or subdivision (b) of Article 6 of this Contract.

390 DELIVERY SCHEDULES

391 4. The Contractor will submit for each Year a schedule satisfactory to the
392 Contracting Officer showing the quantities of water required each month during such Year.
393 Schedules will be submitted not later than March 1st and at such other times as is necessary to
394 assure coordination of Project operation. The United States shall notify the Contractor of
395 concurrence with or changes to said schedule prior to February 15th and shall attempt to deliver
396 water in accordance with said schedules or any revision thereof satisfactory to the Contracting
397 Officer which are submitted to the Contracting Officer within a reasonable time before the
398 desired time for delivery. The inability, failure, or refusal of the Contractor to submit a schedule
399 shall not relieve it of its payment obligations.

400 MAINTENANCE OF FLOWS – TEMPORARY REDUCTIONS

401 5. (a) Subject to: (i) the authorized purposes and priorities of the Project and the
402 requirements of Federal law and (ii) the obligations of the United States under existing contracts,
403 or renewals thereof, providing for water deliveries from the Project, the Contracting Officer shall
404 make all reasonable efforts to optimize Project Water deliveries to the Contractor as provided in
405 this Contract.

406 (b) The United States may temporarily discontinue or reduce the quantity of
407 water to be furnished to the Contractor as herein provided for the purposes of investigation,
408 inspection, maintenance, repair, or replacement of any of the facilities necessary for the
409 furnishing of water to the Contractor, but so far as feasible the United States will give the
410 Contractor due notice in advance of such temporary discontinuance or reduction, except in case
411 of emergency, in which case no notice need be given: Provided, however, That the United States
412 shall use its best efforts to avoid any discontinuance or reduction in service for a period longer

than 3 days. Upon resumption of service after such reduction and if requested by the Contractor, the United States will attempt to deliver the quantity of water which would have been furnished hereunder in the absence of such contingency.

CONSTRAINTS ON THE AVAILABILITY OF WATER

6. (a) In its operation of the Project, the Contracting Officer will use all reasonable means to guard against a Condition of Shortage in the quantity of Project Water to be made available to the Contractor pursuant to this Contract. In the event the Contracting Officer determines that a Condition of Shortage appears probable, the Contracting Officer will notify the Contractor of said determination as soon as practicable.

(b) If there is a Condition of Shortage because of inaccurate runoff forecasting or other similar operational errors affecting the Project, drought, other physical or natural causes beyond the control of the Contracting Officer; or actions taken by the Contracting Officer to meet current and future legal obligations, then, except as provided in Article 32 of this Contract, no liability shall accrue against the United States or any of its officers, agents, or employees for any damage, direct or indirect, arising therefrom.

(c) In any Year that the Contracting Officer determines there is a shortage in the quantity of water available to Project Contractors, the Contracting Officer will apportion available water among the water users capable of receiving water from the same Project facilities by reducing deliveries to all such water users by the same percentage, unless the Contracting Officer is prohibited by existing contracts, Project authorizations, or the Contracting Officer determines that some other method of apportionment is required to prevent undue hardship. In the event reduced deliveries within the Division are necessary, Project Water furnished under this Contract for M&I purposes will be allocated in accordance with the CVP M&I Water Shortage Policy. Such Policy shall be amended, modified, or superseded only through public notice and comment procedure.

(d) If operation of the Project to meet legally required Delta water quality control standards, including Federally adopted water quality standards, results in a shortage in water supply and requires a reduction in deliveries of water to the Contractor under this Contract,

such reductions will be made in accordance with subdivision (c) of this Article and shall not be deemed a breach hereof.

POINT OF DELIVERY – MEASUREMENT – RESPONSIBILITY FOR DISTRIBUTION

7. (a) The Water to be furnished to the Contractor pursuant to this Contract will be made available to the Contractor at the headworks of the San Benito Facilities, hereinafter referred to as the point of delivery. Turnouts will be constructed by the United States at its expense at such points within the San Benito Facilities as may be agreed upon in writing by the Contracting Officer and the Contractor: *Provided, That* future additional turnouts shall be provided at the Contractor's expense.

(b) The Contractor shall construct and install, without cost or expense to the United States, suitable connection facilities required by the Contractor to take and convey the water from the turnouts. The Contractor will furnish for approval of the Contracting Officer drawings showing the construction to be performed by the Contractor within the United States right-of-way 3 months before issuance of the invitations for bids. The facilities may be installed, operated, and maintained on or across the United States right-of-way subject to such restrictions and regulations as to type, location, method of installation, operation, and maintenance as may be prescribed by the Contracting Officer.

(c) All Water Delivered to the Contractor shall be measured by the Contractor or the Contracting Officer's designee at the first measuring device installed on the San Benito Facilities at or downstream from the point of delivery and at other point or points satisfactory to the Contracting Officer with equipment furnished and installed by the Contractor, Contracting Officer's designee, or the United States. The measuring equipment shall be operated and

maintained in proper condition for accurate measurement by the Contractor at its expense. The United States shall have access to the measuring equipment it furnished at all reasonable times.

(1) Water Delivered to the Contractor through Non-Project Facilities shall be measured by the Contractor or the Contracting Officer's designee at a measuring point or points agreed to in writing by the Contracting Officer. Measuring equipment, subject to approval of the Contracting Officer, will be purchased, installed, operated and maintained in proper condition for accurate measurement at the Contractor's expense. The United States shall have reasonable access to the measuring equipment.

(d) The quantity of Agricultural and M&I Water furnished to the Contractor shall be determined as follows:

(1) (A) The Contractor has established a measuring program satisfactory to the Contracting Officer. The Contractor shall ensure that all surface water delivered for irrigation purposes to the Contractor's customers within the Contractor's Service Area is measured at each agricultural turnout and such water delivered for M&I purposes to the Contractor's customers is measured at each M&I service connection. The water measuring devices or water measuring methods of comparable effectiveness must be acceptable to the Contracting Officer. The Contractor shall be responsible for ensuring that its retail customers are installing, operating, and maintaining and repairing all measuring devices and implementing all water measuring methods at no cost to the United States. The Contractor shall use the information obtained from such water measuring devices or water measuring methods to ensure its proper management of the water, to bill water users for water delivered by the Contractor; and, if applicable, to record water delivered for M&I purposes by customer class as defined in the Contractor's water conservation plan provided for in Article 42 of this Contract. Nothing

herein contained, however, shall preclude the Contractor from establishing and collecting any charges, assessments, or other revenues authorized by California law. The Contractor shall include a summary of all its annual surface water deliveries in the annual report described in subdivision (c) of Article 42 of this Contract.

(B) To the extent the information has not otherwise been provided, upon the effective date of this Contract, the Contractor shall provide to the Contracting Officer a written report describing the measurement devices or water measuring methods being used or to be used to implement subdivision (d)(1)(i) of this Article and identifying the agricultural turnouts and the M&I service connections or alternative measurement programs approved by the Contracting Officer, at which such measurement devices or water measuring methods are being used, and, if applicable, identifying the locations at which such devices and/or methods are not yet being used including a time schedule for implementation at such locations. The Contracting Officer shall advise the Contractor in writing within 60 days as to the adequacy, and necessary modifications, if any, of the measuring devices or water measuring methods identified in the Contractor's report and if the Contracting Officer does not respond in such time, they shall be deemed adequate. If the Contracting Officer notifies the Contractor that the measuring devices or methods are inadequate, the parties shall within 60 days following the Contracting Officer's response, negotiate in good faith the earliest practicable date by which the Contractor shall modify said measuring devices and/or measuring methods as required by the Contracting Officer to ensure compliance with subdivision (d)(1)(i) of this Article.

(C) All new surface water delivery systems installed within the Contractor's Service Area after the effective date of this Contract shall also comply with the measurement provisions described in subdivision (d)(1)(i) of this Article.

(D) The Contractor shall inform the Contracting Officer and the State of California in writing by April 30 of each Year of the monthly volume of surface water delivered within the Contractor's Service Area during the previous Year.

(E) The Contractor shall inform the Contracting Officer and the Operating Non-Federal Entity on or before the 20th calendar day of each month of the quantity of Agricultural Water and M&I Water taken during the preceding month.

(2) Project Water may be used by the Contractor for recharge into the groundwater basins in San Benito County. The amount of Project Water delivered by the United States in any Year which is used for recharge shall be measured by the Contractor as near to the recharge facility as practicable. The Contractor will cause determinations of groundwater extractions and use to be made and recorded and will cause the water surface elevations in the groundwater basins to be recorded, all in a manner satisfactory to the Contracting Officer. The installation, operation, and maintenance of all measuring devices and all computations of amounts of water re-charged and extracted shall be made without cost or expense to the United States. The United States shall have the same rights with respect to the investigations and testing of said measuring devices and records as are set forth in subdivision (d)(1) of this Article. Prior to January 31 of each Year, the Contractor will submit to the Contracting Officer a report setting forth the amount of Project Water recharged by the Contractor and the quantities of water that were pumped from the basins and put to M&I and agricultural use respectively during the preceding Year. The quantities of Project Water recharged in each basin shall be computed annually by prorating between M&I Water and Agricultural Water in the same proportion that the water pumped from the basin and used for each of said purposes bears to the total water pumped from the basin in that Year: Provided, That

the Contractor shall not divide the Contractor's Service Area into more than three basins for accounting purposes:

(3) The difference in any Year between the total amount delivered to the Contractor and the sum of the totals determined in accordance with subsections (d)(1) and (d)(2) of this Article shall be deemed to be Agricultural Water.

(e) The Contractor shall maintain, in a manner satisfactory to the Contracting Officer, monthly records of the quantities of water determined pursuant to section (c) of this Article and will submit a report to the Contracting Officer before the 7th day of the following month.

(f) The United States shall not be responsible for the control, carriage, handling, use, disposal, or distribution of water beyond the point of delivery, and the Contractor shall hold the United States harmless on account of damage or claim of damage of any nature whatsoever for which there is legal responsibility, including property damage, personal injury or death arising out of or connected with the control, carriage, handling, use, disposal, or distribution of such water beyond said points of delivery.

RATES AND METHOD OF PAYMENT FOR WATER AND ACCELERATED REPAYMENT
OF FACILITIES

8. (a) Notwithstanding the Contractor's full prepayment of the WIIN Repayment Obligation pursuant to Section 4011, subsection (a)(2)(A) and subsection (a)(3)(A) of the WIIN Act, as set forth in Exhibit "E", and any payments required pursuant to Section 4011, subsection (b) of the WIIN Act, to reflect the adjustment for the final cost allocation as described in this Article, subdivision (b), the Contractor's Project construction and other cost obligations shall be determined in accordance with: (i) the Secretary's ratesetting policy for Irrigation Water adopted in 1988 and the Secretary's then-existing ratesetting policy for M&I Water, consistent with the

WIIN Act; and such ratesetting policies shall be amended, modified, or superseded only through a public notice and comment procedure; (ii) applicable Federal Reclamation law and associated rules and regulations, or policies, and (iii) other applicable provisions of this Contract. Payments shall be made by cash transaction, electronic funds transfers, or any other mechanism as may be agreed to in writing by the Contractor and the Contracting Officer. The Rates, Charges, and Tiered Pricing Component applicable to the Contractor upon execution of this Contract are set forth in Exhibit "B", as may be revised annually.

(1) The Contractor shall pay the United States as provided for in this Article of this Contract for all Delivered Water at Rates, Charges, and Tiered Pricing Component in accordance with policies for Irrigation Water and M&I Water. The Contractor's Rates shall be established to recover its estimated reimbursable costs included in the Operation and Maintenance component of the Rate and amounts established to recover deficits and other Charges, if any, including construction costs as identified in the following subdivisions.

(2) In accordance with the WIIN Act, the Contractor's allocable share of Project construction costs will be repaid pursuant to the provisions of this Contract.

(A) The amount due and payable to the United States, pursuant to the WIIN Act, shall be the WIIN Repayment Obligation. The WIIN Repayment Obligation has been computed by the Contracting Officer in a manner consistent with the WIIN Act and is set forth as a lump sum payment (M&I and Irrigation) and as four (4) approximately equal annual installments (Irrigation Only) to be repaid no later than three (3) years after the Effective Date of this Contract as set forth in Exhibit "E". The WIIN Repayment Obligation is due in lump sum by [Month, Day, Year] as provided by the WIIN Act. The Contractor must provide appropriate notice to the Contracting Officer in writing no later than thirty (30) days prior to

[Month, Day, Year] [Division Level: consider the effective date of the contract being converted] if electing to repay the amount due using the lump sum alternative. If such notice is not provided by such date, the Contractor shall be deemed to have elected the installment payment alternative, in which case, the first such payment shall be made no later than [Month, Day, Year] [Division Level: consider the effective date of the contract being converted]. The second payment shall be made no later than the first anniversary of the first payment date. The third payment shall be made no later than the second anniversary of the first payment date. The final payment shall be made no later than [Month, Day, Year] [no later than the third anniversary of the effective date of the contract]. If the installment payment option is elected by the Contractor, the Contractor may pre-pay the remaining portion of the WIIN Repayment Obligation by giving the Contracting Officer sixty (60) days written notice, in which case, the Contracting Officer shall re-compute the remaining amount due to reflect the pre-payment using the same methodology as was used to compute the initial annual installment payment amount, which is illustrated in Exhibit "E". Notwithstanding any Additional Capital Obligation that may later be established, receipt of the Contractor's payment of the WIIN Repayment Obligation to the United States shall fully and permanently satisfy the Existing Capital Obligation.

(B) Additional Capital Obligations that are not reflected in Exhibit "E", which addresses the WIIN Repayment Obligation, and are properly assignable to the Contractor, shall be repaid as prescribed by the WIIN Act without interest except as required by law. Consistent with Federal Reclamation law, interest shall continue to accrue on the M&I portion of the Additional Capital Obligation assigned to the Contractor until such costs are paid. Increases or decreases in the Additional Capital Obligation assigned to the Contractor caused solely by annual adjustment of the Additional Capital Obligation assigned to each Project

contractor by the Secretary shall not be considered in determining the amounts to be paid pursuant to this subdivision (a)(2)(B), however, will be considered under subdivision (b) of this Article. A separate agreement shall be established by the Contractor and the Contracting Officer to accomplish repayment of the Additional Capital Obligation assigned to the Contractor within the timeframe prescribed by the WIIN Act, subject to the following:

(1) If the collective Additional Capital Obligation properly assignable to the contractors exercising conversion under Section 4011 of the WIIN Act is less than five million dollars (\$5,000,000), then the portion of such costs properly assignable to the Contractor shall be repaid not more than five (5)-years after the Contracting Officer notifies the Contractor of the Additional Capital Obligation; Provided, That the reference to the amount of five million dollars (\$5,000,000) shall not be a precedent in any other context.

(2) If the collective Additional Capital Obligation properly assignable to the contractors exercising conversion under Section 4011 of the WIIN Act is equal to or greater than five million dollars (\$5,000,000), then the portion of such costs properly assignable to the Contractor shall be repaid as provided by applicable Federal Reclamation law and Project ratesetting policy; Provided, That the reference to the amount of five million dollars (\$5,000,000) shall not be a precedent in any other context.

(b) In the event that the final cost allocation referenced in Section 4011(b) of the WIIN Act determines that the costs properly assignable to the Contractor are greater than what has been paid by the Contractor, the Contractor shall be obligated to pay the remaining allocated costs. The term of such additional repayment contract shall be not less than one (1) year and not more than ten (10) years, however, mutually agreeable provisions regarding the rate of repayment of such amount may be developed by the Contractor and Contracting Officer. In

the event that the final cost allocation indicates that the costs properly assignable to the Contractor are less than what the Contractor has paid, the Contracting Officer shall credit such overpayment as an offset against any outstanding or future obligations of the Contractor, with the exception of Restoration Fund Charges pursuant to Section 3407(d) of Public Law 102-575.

(c) The Contracting Officer shall notify the Contractor of the Rates, Charges, and Tiered Pricing Component as follows:

(1) Prior to July 1 of each Calendar Year, the Contracting Officer shall provide the Contractor an estimate of the Charges for Project Water that will be applied to the period October 1, of the current Calendar Year, through September 30, of the following Calendar Year, and the basis for such estimate. The Contractor shall be allowed not less than two months to review and comment on such estimates. On or before September 15 of each Calendar Year, the Contracting Officer shall notify the Contractor in writing of the Charges to be in effect during the period October 1 of the current Calendar Year, through September 30, of the following Calendar Year, and such notification shall revise Exhibit "B."

(2) Prior to October 1 of each Calendar Year, the Contracting Officer shall make available to the Contractor an estimate of the Rates and Tiered Pricing Component for Project Water for the following Year and the computations and cost allocations upon which those Rates are based. The Contractor shall be allowed not less than two months to review and comment on such computations and cost allocations. By December 31 of each Calendar Year, the Contracting Officer shall provide the Contractor with the final Rates and Tiered Pricing Component to be in effect for the upcoming Year, and such notification shall revise Exhibit "B."

(d) At the time the Contractor submits the initial schedule for the delivery of Project Water for each Year pursuant to Article 4 of this Contract, the Contractor shall make an

advance payment to the United States equal to the total amount payable pursuant to the applicable Rate(s) set under subdivision (a) of this Article, for the Project Water scheduled to be delivered pursuant to this Contract during the first two calendar months of the Year. Before the end of the first month and before the end of each calendar month thereafter, the Contractor shall make an advance payment to the United States, at the Rate(s) set under subdivision (a) of this Article, for the water scheduled to be delivered pursuant to this Contract during the second month immediately following. Adjustments between advance payments for water scheduled and payments at Rates due for Water Delivered shall be made before the end of the following month; Provided, That any revised schedule submitted by the Contractor pursuant to Article 4 of this Contract which increases the amount of Water Delivered pursuant to this Contract during any month shall be accompanied with appropriate advance payment, at the Rates then in effect, to assure that Project Water is not delivered to the Contractor in advance of such payment. In any month in which the quantity of Water Delivered to the Contractor pursuant to this Contract equals the quantity of water scheduled and paid for by the Contractor, no additional Project Water shall be delivered to the Contractor unless and an advance payment at the Rates then in effect for such additional Project Water is made. Final adjustment between the advance payments for the water scheduled and payments for the quantities of Water Delivered during each Year pursuant to this Contract shall be made as soon as practicable but no later than April 30th of the following Year.

(e) The Contractor shall also make a payment in addition to the Rate(s) in subdivision (c) of this Article to the United States for Water Delivered, at the Charges and the appropriate Tiered Pricing Component then in effect, before the end of the month following the month of delivery; Provided, That the Contractor may be granted an exception from the Tiered

Pricing Component pursuant to subdivision (k)(2) of this Article. The payments shall be consistent with the quantities of Agricultural Water and M&I Water delivered as shown in the water delivery report for the subject month prepared by the Operating Non-Federal Entity(ies) or, if there is no Operating Non-Federal Entity, by the Contracting Officer. The water delivery report shall be deemed a bill for the payment of Charges and the applicable Tiered Pricing Component for Water Delivered. Adjustment for overpayment or underpayment of Charges shall be made through the adjustment of payments due to the United States for Charges for the next month. Any amount to be paid for past due payment of Charges and the Tiered Pricing Component shall be computed pursuant to Article 11 of this Contract.

(f) The Contractor shall pay for any Water Delivered under subdivision (f) or (g) of Article 3 of this Contract as determined by the Contracting Officer pursuant to applicable statutes, associated regulations, any applicable provisions or guidelines or ratesetting policies; Provided, That the Rate for Water Delivered under subdivision (f) or (g) of Article 3 of this Contract shall be no more than the otherwise applicable Rate for Agricultural Water or M&I Water under subdivision (a) of this Article;

(g) Payments to be made by the Contractor to the United States under this Contract may be paid from any revenues available to the Contractor.

(h) All revenues received by the United States from the Contractor relating to the delivery of Project Water or the delivery of non-Project Water through Project facilities shall be allocated and applied in accordance with Federal Reclamation law and the associated rules or regulations, and the then current Project ratesetting policies for M&I Water or Agricultural Water.

(i) The Contracting Officer shall keep its accounts pertaining to the administration of the financial terms and conditions of its long-term contracts, in accordance with applicable Federal standards, so as to reflect the application of Project costs and revenues.

The Contracting Officer shall, each Year upon request of the Contractor, provide to the Contractor a detailed accounting of all Project and Contractor expense allocations, the disposition of all Project and Contractor revenues, and a summary of all water delivery information. The Contracting Officer and the Contractor shall enter into good faith negotiations to resolve any discrepancies or disputes relating to accountings, reports, or information.

(j) The parties acknowledge and agree that the efficient administration of this Contract is their mutual goal. Recognizing that experience has demonstrated that mechanisms, policies, and procedures used for establishing Rates, Charges, and Tiered Pricing Component, and/or for making and allocating payments, other than those set forth in this Article may be in the mutual best interest of the parties, it is expressly agreed that the parties may enter into agreements to modify the mechanisms, policies, and procedures for any of those purposes while this Contract is in effect without amending this Contract.

(k) (1) Beginning at such time as deliveries of Project Water in a Year exceed 80 percent of the total available pursuant to this Contract, then before the end of the month following the month of delivery the Contractor shall make an additional payment to the United States equal to the applicable Tiered Pricing Component. The Tiered Pricing Component for the amount of Water Delivered in excess of 80 percent of the total available pursuant to this Contract, but less than or equal to 90 percent of that total, shall equal one-half of the difference between the Rate established under subdivision (a) of this Article and the Full Cost Rate for Agricultural Water or Full Cost Rate for M&I Water, whichever is applicable. The Tiered

Pricing Component for the amount of Water Delivered which exceeds 90 percent of the total available pursuant to this Contract shall equal the difference between (i) the Rate established under subdivision (a) of this Article and (ii) the Full Cost Rate for Agricultural Water or Full Cost Rate for M&I Water, whichever is applicable.

(2) Subject to the Contracting Officer's written approval, the Contractor may request and receive an exemption from such Tiered Pricing Component for Project Water delivered to produce a crop which the Contracting Officer determines will provide significant and quantifiable habitat values for waterfowl in fields where the water is used and the crops are produced; Provided, That the exemption from the Tiered Pricing Component for Agricultural Water shall apply only if such habitat values can be assured consistent with the purposes of the CVPIA through binding agreements executed with or approved by the Contracting Officer prior to use of such water.

(3) For purposes of determining the applicability of the Tiered Pricing Component pursuant to this Article, Water Delivered shall include Project Water that the Contractor transfers to others and Project Water provided to the Contractor pursuant to subdivision (g) of Article 3 of this Contract, but shall not include Project Water transferred to the Contractor.

(l) For the term of this Contract, Rates applied under the respective ratesetting policies will be established to recover only reimbursable O&M (including any deficits) and capital costs of the Project, as those terms are used in the then-current Project ratesetting policies, and interest, where appropriate, except in instances where a minimum Rate is applicable in accordance with the relevant Project ratesetting policy. Changes of significance in practices which implement the Contracting Officer's ratesetting policies will not be implemented

until the Contracting Officer has provided the Contractor an opportunity to discuss the nature, need, and impact of the proposed change.

(m) Except as provided in subsections 3405(a)(1)(B) and 3405(f) of the CVPIA, the Rates for Project Water transferred by the Contractor shall be the Contractor's Rates adjusted upward or downward to reflect the changed costs, if any, incurred by the Contracting Officer in the delivery of the transferred Project Water to the transferee's point of delivery in accordance with the then applicable Project ratesetting policy. If the Contractor is receiving lower Rates and Charges because of inability to pay and is transferring Project Water to another entity whose Rates and Charges are not adjusted due to inability to pay, the Rates and Charges for transferred Project Water shall not be adjusted to reflect the Contractor's inability to pay.

(n) Pursuant to the Act of October 27, 1986 (100 Stat. 3050), the Contracting Officer is authorized to adjust determinations of ability to pay every five years.

SAN FELIPE DIVISION REPAYMENT OBLIGATION

The Contractor's repayment obligation is described below:

9. (a) Repayment of San Felipe Division Facilities. The Contractor and Santa Clara Valley Water District entered into contracts with the United States committing to repay their separate, individual share of the total reimbursable capital costs for the San Felipe Division Facilities. These contracts collectively provide for repayment of the unpaid reimbursable capital costs as of September 30, 2006. Until the final accounting of such costs is available, the Contractor's and Santa Clara Valley Water District's interim repayment terms will be based on the September 30, 2004, reimbursable capital costs for the San Felipe Division Facilities, which totaled \$319,417,648, as shown on Exhibit C, which exhibit may be revised by mutual agreement

of the parties and Santa Clara Valley Water District without amending this Contract. These reimbursable capital costs for the San Felipe Division Facilities are summarized below:

(1) Reach 1 Facilities. The total reimbursable capital cost of Reach 1 Facilities including allocated interest during construction as of September 30, 2004, is \$154,767,564.

(2) Reach 2 Facilities and Reach 3 Facilities. The total reimbursable capital cost of Reach 2 Facilities and Reach 3 Facilities including allocated interest during construction, as of September 30, 2004, is \$102,546,257.

(3) San Benito Facilities. The total reimbursable capital costs of the San Benito Facilities including allocated interest during construction as of September 30, 2004, is \$62,103,817.

(4) Interest During Construction. The reimbursable San Felipe Division interest during construction, as of September 30, 2004, is \$32,227,149.

(b) Final Accounting for San Felipe Division Facilities. In the event that the September 30, 2006, final accounting of the unpaid reimbursable capital costs for the San Felipe Division Facilities is not available by December 31, 2007, the Contractor's and Santa Clara Valley Water District's repayment obligations will be based on the most recent total reimbursable capital costs available, and include all payments through December 31, 2007.

(c) San Felipe Division Facilities Interest Rates. The interest rate for the Pacheco Tunnel Inlet used for M&I purposes is 3.137 percent per annum. The interest rate for the San Felipe Division Facilities, not including the Pacheco Tunnel Inlet, used for M&I purposes is 3.50 percent per annum. Any calculation or recalculation of the semi-annual payment schedule shown in Exhibit D in this Contract, or in any subsequent renewed or amended

contract during the remainder of the 50-year repayment period, shall be based on these interest rates.

(d) Repayment of Unpaid Capital Interest. The Contractor shall pay for unpaid capital interest, consistent with the "Agreement Among the United States, City of Fresno, City of Coalinga, Contra Costa Water District, Keswick County Service Area #25, Mountain Gate Community Services District, Sacramento Municipal Utility District, San Juan Water District, Santa Clara Valley Water District, Shasta County Water Agency, and City of Tracy for Settlement of the CVP M&I Ratesetting Lawsuit" entered into in 2005 to resolve City of Fresno v. United States, Civ. No. F-03-5350 (E.D.Cal). As specified in the settlement agreement, the interest rate for the unpaid balance shall be 3.50 percent per annum.

(e) San Felipe Division Repayment Obligation and Annual Payment Schedule.

(1) Interim San Felipe Division Repayment Obligation. The Contractor's interim repayment obligation will be computed by totaling its separate, individual share of reimbursable capital costs for Reach 1 Facilities, and San Benito Facilities, as of September 30, 2004, shown on Exhibit C, plus its unpaid capital interest, minus its accumulated repayment as of September 30, 2004. The Contractor's semiannual payment schedule shown on Exhibit D reflects a stepped repayment structure. Reach 1 Facilities costs are allocated 18.98% to the Contractor, and Reach 1 Facilities interest during construction (IDC) costs are allocated 5.184% to the Contractor.

(2) Final San Felipe Division Repayment Obligation. Using the same allocation of Reach 1 Facilities cost to the Contractor and the same stepped repayment structure as in subparagraph (e)(1), the Contractor's final San Felipe Division Repayment Obligation

will be computed by totaling its separate, individual share of reimbursable capital costs for Reach 1 Facilities and San Benito Facilities, as of September 30, 2006, plus its final balance of unpaid capital interest, minus its final accumulated repayment. The reimbursable San Felipe Division capital costs shown on Exhibit C, and the Contractor's semi-annual payment schedule on Exhibit D will be revised in a manner consistent with the above, without amending this Contract.

(f) Supplemental Payments and Relief from Payment Schedule.

(1) The Contractor may, at any time prior to the expiration of this Contract, make supplemental payment(s) of all or part of the unpaid balance for any or part of the Contractor's share of Reach I Facilities or San Benito Facilities, or its unpaid capital interest, in which case the repayment schedule in Exhibit D will be shortened and will maintain the same stepped repayment structure over the remaining repayment period. Exhibit D may be revised by mutual agreement of the Parties without amending this Contract.

(2) If circumstances arise that compromise the Contractor's ability to make payments according to Exhibit D, the Contractor may request a deferment of said payments consistent with Reclamation law, and if approved, Exhibit D shall be revised accordingly by mutual agreement without amending this Contract.

(g) Upon repayment of the amounts required under this Article, the Contractor shall have no further repayment obligations associated with the capital costs of the San Felipe Division Facilities or unpaid capital interest.

ADJUSTMENTS

10. The amount of any payment by the Contractor during any Year over the amount the Contractor otherwise under the provisions of this Contract would have been required to pay,

as conclusively determined by the Contracting Officer, shall be applied first to any accrued indebtedness arising out of this Contract then due and owing to the United States by the Contractor, and any amount of such overpayment then remaining, at the option of the Contractor, shall be refunded to the Contractor or credited upon amounts to become due to the United States from the Contractor in the ensuing Year under the provisions hereof.

CHARGES FOR DELINQUENT PAYMENTS

11. (a) The Contractor shall be subject to interest, administrative, and penalty charges on delinquent payments. If a payment is not received by the due date, the Contractor shall pay an interest charge on the delinquent payment for each day the payment is delinquent beyond the due date. If a payment becomes 60 days delinquent, the Contractor shall pay, in addition to the interest charge, an administrative charge to cover additional costs of billing and processing the delinquent payment. If a payment is delinquent 90 days or more, the Contractor shall pay, in addition to the interest and administrative charges, a penalty charge for each day the payment is delinquent beyond the due date, based on the remaining balance of the payment due at the rate of 6 percent per year. The Contractor shall also pay any fees incurred for debt collection services associated with a delinquent payment.

(b) The interest rate charged shall be the greater of either the rate prescribed quarterly in the Federal Register by the Department of the Treasury for application to overdue payments, or the interest rate of 0.5 percent per month. The interest rate charged will be determined as of the due date and remain fixed for the duration of the delinquent period.

(c) When a partial payment on a delinquent account is received, the amount received shall be applied first to the penalty charges, second to the administrative charges, third to the accrued interest, and finally to the overdue payment.

EXCHANGES OF WATER

12. The Contractor may from time to time, with the prior written approval of the Contracting Officer, enter into contracts, transfers, or exchanges with other contractors for a water supply from the Project which would have the effect of providing additional Project Water to the Contractor, or which would have the effect of transferring water furnished or delivered hereunder to other parties having contracts with the United States for water from the Project.

CONVEYANCE OF NON-PROJECT WATER

13. The Contractor shall have the right to use Division Facilities to convey non-Project water, subject, however, to each of the following conditions:

(a) The Contractor and the Contracting Officer shall agree upon the charge to be paid by the Contractor prior to the use of the Facilities;

(b) Such conveyance shall not interfere with deliveries of Project Water to the Contractor or to any other user of the Facilities;

(c) Arrangements for power necessary to convey such water shall be the responsibility of the Contractor;

(d) The United States shall not incur any liability or unreimbursed cost or expense thereby; and

(e) To the extent that non-Project water conveyed through Division Facilities is directly applied to land for agricultural use, such water shall be subject to subdivision (b) of Article 31 of this Contract.

OPERATION AND MAINTENANCE BY OPERATING NON-FEDERAL ENTITY

14. (a) The Operation and Maintenance of a portion of the Project facilities which serve the Contractor, and responsibility for funding a portion of the costs of such O&M, have been transferred to the San Luis & Delta-Mendota Water Authority, an Operating Non-Federal Entity by separate agreement (8-07-20-X0354-X) between the United States and the Operating Non-Federal Entity San Luis & Delta-Mendota Water Authority. That separate agreement shall not interfere with or affect the rights or obligations of the Contractor or the United States hereunder.

(b) The Contracting Officer has previously notified the Contractor in writing that the Operation and Maintenance of a portion of the Project facilities which serve the Contractor has been transferred to the Operating Non-Federal Entity San Luis & Delta-Mendota Water Authority, and therefore, the Contractor shall pay directly to the Operating Non-Federal Entity San Luis & Delta-Mendota Water Authority, or to any successor approved by the Contracting Officer under the terms and conditions of the separate agreement between the United States and the Operating Non-Federal Entity San Luis & Delta-Mendota Water Authority described in subdivision (a) of this Article, all rates, charges, or assessments of any kind, including any assessment for reserve funds, which the Operating Non-Federal Entity San Luis & Delta-Mendota Water Authority or such successor determines, sets, or establishes for the O&M of the portion of the Project facilities operated and maintained by the Operating Non-Federal Entity San Luis & Delta-Mendota Water Authority or such successor. Such direct payments to the Operating Non-Federal Entity San Luis & Delta-Mendota Water Authority or such successor shall not relieve the Contractor of its obligation to pay directly to the United States the Contractor's share of the Project Rates, Charges, and Tiered Pricing Component except to the extent the Operating Non-Federal Entity San Luis & Delta-Mendota Water Authority collects payments on behalf of the United States in accordance with the separate agreement identified in subdivision (a) of this Article.

(c) For so long as the O&M of any portion of the Project facilities serving the Contractor is performed by the Operating Non-Federal Entity San Luis & Delta-Mendota Water Authority, or any successor thereto, the Contracting Officer shall adjust those components of the Rates for Water Delivered under this Contract representing the cost associated with the activity

being performed by the Operating Non-Federal Entity San Luis & Delta-Mendota Water Authority or its successor

(d) In the event the O&M of the Project facilities operated and maintained by the Operating Non-Federal Entity San Luis & Delta-Mendota Water Authority is re-assumed by the United States during the term of this Contract, the Contracting Officer shall so notify the Contractor, in writing, and present to the Contractor a revised Exhibit "B" which shall include the portion of the Rates to be paid by the Contractor for Project Water under this Contract representing the O&M costs of the portion of such Project facilities which have been re-assumed. The Contractor shall, thereafter, in the absence of written notification from the Contracting Officer to the contrary, pay the Rates, Charges, and Tiered Pricing Component specified in the revised Exhibit "B" directly to the United States in compliance with Article 8 of this Contract.

OPERATION AND MAINTENANCE OF TRANSFERRED WORKS

15. (a) Upon substantial completion of the San Benito Facilities, or as otherwise determined by the Contracting Officer, and following written notification, the care, operation, and maintenance of any or all of those San Benito Facilities may be transferred to the Contractor. Title to the transferred works will remain in the name of the United States, unless otherwise provided by the Congress of the United States.

(1) The United States shall be responsible for major repair or replacement of transferred works and other Division works required as a result of disaster or obsolescence, as determined by the Contracting Officer.

(b) The Contractor, without expense to the United States, will care for, operate, and maintain the transferred works in full compliance with the terms of this Contract and in such a manner that the transferred works remain in good and efficient condition.

(c) Necessary repairs of the transferred works shall be made promptly by the Contractor. In case of unusual conditions or serious deficiencies in the care, operation, and maintenance of the transferred works threatening or causing interruption of water service, the Contracting Officer may issue to the Contractor a special written notice of those necessary repairs. Except in the case of an emergency, the Contractor will be given 60 days to either: 1) make the necessary repairs; or 2) submit a plan for accomplishing the repairs acceptable to the

Contracting Officer that contains a timeframe for completing the necessary repairs. In the case of an emergency the written notice of necessary repairs will include a timeframe for completion of the repairs. If the Contractor fails to either: 1) make the necessary repairs within the identified timeframe; or 2) submit a plan for accomplishing the repairs acceptable to the Contracting Officer within 60 days of receipt of the notice and accomplish the repairs within the timeframe identified therein, the Contracting Officer may cause the repairs to be made, and the cost of those repairs shall be paid by the Contractor as directed by the Contracting Officer.

(d) The Contractor shall not make any Substantial Changes in the transferred works without first obtaining written consent of the Contracting Officer. The Contractor will take all reasonable measures to prevent any unauthorized encroachment on Project land and rights-of-way and address any such encroachment as soon as the Contractor becomes aware of its existence.

(1) The Contracting Officer shall use its best efforts to promptly review proposals for work to be undertaken by the Contractor pursuant to this Contract, and to promptly coordinate and facilitate such work. To the extent that the approval or determination of the Contracting Officer is required in connection with any such activities, such approval or determination shall not be unreasonably withheld.

(e) The Contractor agrees to indemnify the United States for, and hold the United States and all of its representatives harmless from, all damages resulting from suits, actions, or claims of any character, except for intentional torts committed by employees of the United States, brought on account of any injury to any person or property arising out of any act, omission, neglect, or misconduct in the manner or method of performing any construction, care, operation, maintenance, supervision, examination, inspection, or other duties of the Contractor or the United States on transferred works required under this Contract, regardless of who performs those duties; *Provided, That* for the purposes of this Article 3(e), the term "intentional torts" includes acts or omissions under California law that constitute gross or willful misconduct, gross or willful negligence, and sole negligence; and, provided further, that the term "employees of the United States," includes agents and independent contractors who are directly responsible to the United States.

(f) The Contractor will cooperate with the Contracting Officer in implementing an effective dam safety program. The United States agrees to provide the Contractor and the appropriate agency of the State or States in which the Project facilities are located with design data, designs, and an operating plan for the dam(s) and related facilities consistent with the current memorandum of understanding between the United States and the State of California relating to the coordination of planning, design, construction, operation, and maintenance processes for dams and related facilities.

(g) In the event the Contractor is found to be operating the transferred works or any part thereof in violation of this Contract or the Contractor is found to be failing any financial commitments or other commitments to the United States under the terms and conditions of this Contract, then upon the election of the Contracting Officer, the United States may take over from the Contractor the care, operation, and maintenance of the transferred works by giving written notice to the Contractor of such election and the effective date thereof. Thereafter, during the period of operation by the United States, upon notification by the Contracting Officer the Contractor will pay to the United States, annually in advance, the cost of Operation and Maintenance of the works as determined by the Contracting Officer. Following written notification from the Contracting Officer the care, operation, and maintenance of the works may be transferred back to the Contractor.

(1) If such advances payments are inadequate to properly care for, operate, and maintain the transferred works to the end of any Year, the Contracting Officer may give written notice of a supplemental Operation and Maintenance charge and the Contractor shall pay its share of such amount on or before the date specified in said notice. The Contractor shall provide for the collection of sufficient Operation and Maintenance or toll charges to pay all such bills to the United States within the time stated herein in addition to providing the necessary funds to meet the other obligations of the Contractor. Any amount of such advances remaining unexpended or unobligated shall, at the option of the Contractor, either be refunded or credited upon amounts to become due to the United States from the Contractor under the provisions of this Contract in subsequent Years.

(h) In addition to all other payments to be made by the Contractor under this Contract, the Contractor will reimburse to the United States, following the receipt of a statement from the Contracting Officer, all miscellaneous costs incurred by the United States for any work involved in the administration and supervision of this Contract.

(i) Nothing in this Article will be deemed to waive the sovereign immunity of the United States.

EXAMINATION, INSPECTION, AND AUDIT OF PROJECT WORKS, RECORDS, AND REPORTS FOR DETERMINING ADEQUACY OF OPERATION AND MAINTENANCE

16. (a) The Contracting Officer may, from time to time, examine the following: the Contractor's books, records, and reports; the project works being operated by the Contractor;

the adequacy of the Operation and Maintenance program[s]; the reserve fund; and the water conservation program including the water conservation fund, if applicable. Notwithstanding title ownership, where the United States retains a financial, physical, or liability interest in facilities either constructed by the United States or with funds provided by the United States, the Contracting Officer may examine any or all of the project works providing such interest to the United States.

(b) The Contracting Officer may, or the Contractor may ask the Contracting Officer to, conduct special inspections of any project works being operated by the Contractor and special audits of the Contractor's books and records to ascertain the extent of any Operation and Maintenance deficiencies to determine the remedial measures required for their correction and to assist the Contractor in solving specific problems. Except in an emergency, any special inspection or audit shall be made only after written notice thereof has been delivered to the Contractor by the Contracting Officer.

(c) The Contractor shall provide access to the project works, operate any mechanical or electrical equipment, and be available to assist in the examination, inspection, or audit.

(d) The Contracting Officer shall prepare reports based on the examinations, inspections, or audits and furnish copies of such reports and any recommendations to the Contractor.

(e) The costs incurred by the United States in conducting Operation and Maintenance examinations, inspections, and audits and preparing associated reports and recommendations related to high- and significant-hazard dams and associated facilities shall be nonreimbursable. Associated facilities include carriage, distribution, and drainage systems; pumping and pump-generating plants; powerplant structures; tunnels/pipelines; diversion and storage dams (low-hazard); Type 2 bridges which are Bureau of Reclamation-owned bridges not located on a public road; regulating reservoirs (low-hazard); fish passage and protective facilities, including hatcheries; river channelization features; rural/municipal water systems; desalting and other water treatment plants; maintenance buildings and service yards; facilities constructed under Federal loan programs (until paid out); and recreation facilities (reserved works only); and any other facilities as determined by the Contracting Officer.

(f) Expenses incurred by the Contractor, as applicable, in participating in the Operation and Maintenance site examination will be borne by the Contractor.

(g) Requests by the Contractor for consultations, design services, or modification reviews, and the completion of any Operation and Maintenance activities identified in the formal recommendations resulting from the examination (unless otherwise noted) are to be funded as Project Operation and Maintenance and are reimbursable by the Contractor to the extent of current Project Operation and Maintenance allocations.

(h) Site visit special inspections that are beyond the regularly scheduled Operation and Maintenance examinations conducted to evaluate particular concerns or problems

and provide assistance relative to any corrective action (either as a follow up to an Operation and Maintenance examination or when requested by the Contractor) shall be nonreimbursable.

(i) The Contracting Officer may provide the State an opportunity to observe and participate in, at its (their) own expense, the examinations and inspections. The State(s) may be provided copies of reports and any recommendations relating to such examinations and inspections.

ADMINISTRATION OF FEDERAL PROJECT LANDS

17. (a) The lands and interests in lands acquired, withdrawn, or reserved and needed by the United States for the purposes of care, operation, and maintenance of San Felipe Division Facilities may be used by the Contractor for such purposes. The Contractor shall ensure that no unauthorized encroachment occurs on Federal Project lands and rights-of-way. The Contractor does not have the authority to issue any land-use agreement or grant that conveys an interest in Federal real property, nor to lease or dispose of any interest of the United States.

(b) The United States retains responsibility for compliance with the National Historic Preservation Act of 1966 (NHPA), and the Native American Graves Protection and Repatriation Act of 1990 (NAGPRA). The Contractor will notify the Contracting Officer and, only when on tribal land, also notify the appropriate tribal official, immediately upon the discovery of any potential historic properties or Native American human remains, funerary objects, sacred objects, or objects of cultural patrimony.

(c) The Contractor, upon the effective date of the transfer, shall assume all obligations of the United States under any contract or contracts related to the crossing of the transferred works in, over, along, or across land or rights-of-way of public utilities, the State of California, or agencies thereof.

(d) For the purposes of this Contract, definition of the following terms are:

(1) An easement is an instrument which grants an estate in the land which is not revocable except as may be provided in the instrument. Rights of way for roads, transmission lines, pipelines, and like uses, are granted by an easement.

(2) A lease is an instrument by which lands and tenements are conveyed for a number of years or at will. Leases may be used to convey lands for grazing, agricultural, commercial and other uses.

1068 (3) A license is an instrument granting authority to do an act or acts on
1069 lands without conveying an interest therein. It may be used to allow such uses as surveying,
1070 temporary crossings, bank travel, or installation of temporary pumps. It is an instrument giving a
1071 personal privilege which is temporary and revocable.

1072 (e) When the Contracting Officer receives a request for use of the right-of-
1073 way transferred to the Contractor for Operation and Maintenance, he shall forward the request,
1074 together with any comments which may be pertinent, to the Contractor. Notice of referral shall
1075 be sent to the applicant without comment. The applicant also should be told that further
1076 information regarding the application will emanate from the Contractor and all subsequent
1077 inquiries concerning the application should be sent direct to the Contractor.

1078 (f) Subject to the provisions of (h) below, the Contractor may grant or deny
1079 licenses to use the right-of-way. The Contractor will send the Contracting Officer a copy of each
1080 license granted. The Contractor will obtain the prior written approval of the Contracting Officer
1081 for any license that involves a major installation of construction of structures in the right-of-way,
1082 such as flumes, siphons, culverts, drains, and permanent turnouts.

1083 (g) The following rights to use the right-of-way shall be granted only by the
1084 Contracting Officer:

1085 (1) All leases and grants of easement.

1086 (2) Licenses, consents, and other forms of agreement requested by
1087 Pacific Gas and Electric Company or any other entity which has a master contract with the
1088 United States.

1089 (3) Licenses for removal of sand, gravel, or spoil.

1090 (4) Licenses for transmission lines with voltage in excess of 33 kV If
1091 the application is one which can only be granted by the Contracting Officer, then the Contractor
1092 shall furnish a copy of the application and comments thereon to the Contracting Officer. If the
1093 request is compatible with the Operation and Maintenance of the transferred works and if the
1094 Contractor has indicated approval, the Contracting Officer will send the appropriate executed
1095 documents to the Contractor for transmittal to the applicant.

1096 (h) In granting permission to use the right-of-way care shall be exercised to
1097 assure that:

1098 (1) The encroachment is held to the minimum practical,

1099 (2) There is no interference with water supply operations on the right
1100 of way,

1101 (3) A license is not issued as a substitute for an easement or lease, and

1102 (4) Disposal of land by the United States is not being contemplated.

1103 When there is doubt on any of these matters, the application shall be sent to the Contracting
1104 Officer.

1105 (i) Charges will normally be made for easements, leases, and licenses to use
1106 the right of way.

1107 (1) The charge shall be based on the fair value of the right granted
1108 with a minimum sufficient to cover the administration expenses involved. The Contractor may
1109 establish uniform charges for servicing licenses.

1110 (2) No charge will be made by the United States for rights granted to
1111 governmental entities or to such quasi-governmental agencies or nonprofit organizations as the
1112 parties shall agree upon. However, if a governmental entity requests a right for the specific

1113 benefit of a private entity, charges will be imposed and will be paid to the Contractor direct as
1114 though the grant were to the private entity.

1115 (j) The parties agree that the procedures set forth in subdivisions (c) through
1116 (i) appear desirable and feasible at this time. However, the effectiveness of these procedures is
1117 subject to review during operations. Necessary or desirable changes will be made by agreement
1118 of the parties when the need therefor becomes evident.

1119 CONTAMINATION OR POLLUTION OF FEDERAL PROPERTY

1120 18. (a) The Contractor shall not allow contamination or pollution of Federal
1121 project lands, Project Waters, or project works of the United States or administered by the United
1122 States and for which the Contractor has the responsibility for care, operation, and maintenance
1123 by its employees or agents. The Contractor shall also take reasonable precautions to prevent
1124 such contamination or pollution by third parties.

1125 (b) The Contractor shall comply with all applicable Federal, State, and local
1126 laws and regulations and Bureau of Reclamation policies and instructions existing, or hereafter
1127 enacted or promulgated, concerning any hazardous material that will be used, produced,
1128 transported, stored, released, or disposed of on or in Federal Project lands, Project Waters, or
1129 project works.

1130 (c) "Hazardous material" means (1) any substance falling within the
1131 definition of "hazardous substance," "pollutant or contaminant," or "hazardous waste" under the
1132 Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §
1133 9601(14), (29), and (33)); (2) oil, as defined by the Clean Water Act (33 U.S.C. § 1321(a)) and
1134 the Oil Pollution Act (33 U.S.C. § 2701(23)); (3) thermal pollution, refuse, garbage, sewage
1135 effluent, industrial waste, mine or mill tailings, mineral salts, pesticides, and other solid waste,
1136 and (4) any other substance regulated as hazardous or toxic under Federal, State, local or Tribal
1137 law.

1138 (d) Upon discovery of any event which may or does result in contamination or
1139 pollution of Federal Project lands, Project Water, or project works, the Contractor shall
1140 immediately undertake all measures necessary to protect public health and the environment,
1141 including measures necessary to contain or abate any such contamination or pollution, and shall
1142 report such discovery with full details of the actions taken to the Contracting Officer. Reporting
1143 shall be within a reasonable time period but shall not exceed 24 hours from the time of discovery
1144 if it is an emergency and the first working day following discovery in the event of a non-
1145 emergency.

1146 (e) If violation of the provisions of this Article occurs and the Contractor does
1147 not take immediate corrective action, as determined by the Contracting Officer, the Contractor

may be subject to remedies imposed by the Contracting Officer, which may include termination of this Contract.

(f) The Contractor shall be liable for any response action or corrective measure necessary to protect public health and the environment or to restore Federal Project lands, Project Waters, or project works that are adversely affected as a result of such violation, and for all costs, penalties or other sanctions that are imposed for violation of any Federal, State, local, or Tribal laws and regulations concerning hazardous material. At the discretion of the Contracting Officer, the United States may also terminate this Contract, as a result of such violation.

(g) The Contractor shall defend, indemnify, protect and save the United States harmless from and against any costs, expenses, claims, damages, demands, or other liability arising from or relating to Contractor's violation of this Article.

(h) The Bureau of Reclamation agrees to provide information necessary for the Contractor, using reasonable diligence, to comply with the provisions of this Article.

CLEAN AIR AND WATER

19. (a) The Contractor agrees as follows:

(1) To comply with all the requirements of Section 114 of the Clean Air Act, as amended (42 U.S.C. § 7414), and Section 308 of the Clean Water Act (33 U.S.C. § 1318), relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in those sections, and all applicable regulations and guidelines issued thereunder.

(2) That no portion of the work required by this contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was executed unless and until the Environmental Protection Agency eliminates the name of such facility or facilities from such listing.

(3) To use its best efforts to comply with clean air standards and clean water standards at the facility where the contract work is being performed.

(4) To insert the substance of the provisions of this article into any nonexempt subcontract, including this subparagraph (a)(4).

(b) The following definitions apply for purposes of this article:

(1) The term "Clean Air Act" means the Act enacted by Pub. L. 88-206 of Dec. 17, 1963, and amendments thereto, as codified at 42 U.S.C. § 7401, et seq.

(2) The term "Clean Water Act" means the Act enacted by Pub. L. 92-500 of Oct. 18, 1972, and amendments thereto, as codified at 33 U.S.C. § 1251, et seq.

(3) The term “clean air standards” refers to all enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, and other requirements which are contained in, issued under, or otherwise adopted pursuant to the Clean Air Act or Executive Order 11738, an applicable implementation plan as described in Section 110 of the Clean Air Act (42 U.S.C. § 7410), an approved implementation procedure or plan under subsection 111(c) or subsection 111(d) of the Clean Air Act (42 U.S.C. § 7411(c) or (d)), or an approved implementation procedure under subsection 112(d) of the Clean Air Act (42 U.S.C. § 7412(d)).

(4) The term “clean water standards” refers to all enforceable limitations, controls, conditions, prohibitions, standards, and other requirements which are promulgated pursuant to the Clean Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a state under an approved program, as authorized by Section 402 of the Clean Water Act (33 U.S.C. § 1342), or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Clean Water Act (33 U.S.C. § 1317).

(5) The term “comply” refers to compliance with clean air or water standards. It also refers to compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency, or an air or water pollution control agency in accordance with the requirements of the Clean Air Act or Clean Water Act and regulations issued pursuant thereto.

(6) The term “facility” means any building, plant, installation, structure, mine, vessel or other floating craft, location, or site of operations owned, leased, or supervised by a contractor or subcontractor to be utilized in the performance of a contract or subcontract. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location or site shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are collocated in one geographical area.

RIGHT TO RECOVER COSTS INCURRED BY SAN BENITO COUNTY WATER DISTRICT

20. (a) In addition to operation and maintenance charges, the Contractor, as the Operating Non-Federal Entity for the San Benito Facilities, has the right to impose upon any entity a charge to recover costs incurred by the Contractor in accordance with this Contract, provided such charges are just and reasonable.

(b) In any contract with an entity or individual to deliver Project water or non-Project water through the San Benito Facilities, the Contracting Officer shall require that such

entity or individual enter into an agreement with the Contractor to pay such charges as are just and reasonable for use of the San Benito Facilities.

RIGHT TO RECOVER COSTS INCURRED BY SANTA CLARA VALLEY WATER DISTRICT

21. (a) Santa Clara Valley Water District, as the Operating Non-Federal Entity has the right to require any entity to pay Santa Clara Valley Water District an amount(s) to recover costs incurred by Santa Clara Valley Water District for Reach 1 Facilities, Reach 2 Facilities and Reach 3 Facilities, in addition to O&M costs, provided that such amount(s) are just and reasonable. In any contract or approval by the Contracting Officer to deliver water through such Facilities, the Contracting Officer shall require the entity or individual to pay such amount(s) to the Contractor, upon presentation of Santa Clara Valley Water District's invoice therefore.

(b) Unless otherwise agreed, the Santa Clara Valley Water District's right to recover capital costs from the Contractor is limited to such capital costs for its share of Reach 1 Facilities that are not paid directly to the United States by the Contractor under the terms of this Contract as may be further amended. The Contractor's share of Reach 1 Facilities shall be based on Article 3(b) of Contract No. 6-07-20-X0290 entitled Contract for the Operation and Maintenance of Certain San Felipe Facilities between the United States and Santa Clara Valley Water District dated September 8, 1986, or as otherwise mutually agreed upon by the Contractor and Santa Clara Valley Water District in a separate contract.

PEST MANAGEMENT

22. (a) The Contractor is responsible for complying with applicable Federal, State, and local laws, rules, and regulations related to pest management in performing its responsibilities under this Contract.

(b) The Contractor is responsible for effectively avoiding the introduction and spread of, and for otherwise controlling, undesirable plants and animals, as defined by the Contracting Officer, on or in Federal Project lands, Federal Project Waters, and Federal project works for which and to the extent that the Contractor has Operation and Maintenance responsibility. The Contractor is responsible for exercising the level of precaution necessary in meeting this responsibility, including inspecting its vehicles, watercraft, and equipment for reproductive and vegetative parts, foreign soil, mud, or other debris that may cause the spread of weeds, invasive species and other pests, and removing such materials before moving its vehicles, watercraft, and equipment onto any Federal land, into any Federal Project facility waters, or out of any area on Federal Project land where work is performed.

(c) Where decontamination of the Contractor's vehicles, watercraft, or equipment is required prior to entering Federal Project land or waters, the decontamination shall be performed by the Contractor at the point of prior use, or at an approved offsite facility able to process generated cleaning wastes, pursuant to applicable laws, rules, and regulations. Upon the completion of work, the Contractor will perform any required decontamination within the work area before moving the vehicles, watercraft, and equipment from Federal Project lands and waters.

(d) Programs for the control of undesirable plants and animals on Federal Project lands, and in Federal Project Waters and Federal project works for which the Contractor has Operation and Maintenance responsibility will incorporate Integrated Pest Management (IPM) concepts and practices. IPM refers to a systematic and environmentally compatible program to maintain pest populations within economically and environmentally tolerable levels. In implementing an IPM program, the Contractor will adhere to applicable Federal and State laws and regulations and Department of the Interior and Bureau of Reclamation policies, directives, guidelines, and manuals, including but not limited to, the Department of the Interior Manual, Part 517 Integrated Pest Management Policy and Part 609 Weed Control Program, the Plant Protection Act of June 20, 2000 (Pub. L. 106 224), and Executive Order 13112 of February 3, 1999.

CONTRACTOR TO PAY CERTAIN MISCELLANEOUS COSTS RELATING TO
TRANSFERRED WORKS

23. During the time the transferred works are operated and maintained by the Contractor, in addition to all other payments to be made by the Contractor under this Contract, the Contractor shall pay to the United States within 60 days following the receipt of a detailed cost statement such specific items of direct cost incurred by the United States for work associated with this Contract as are normally charged by the United States to water users and properly and equitably chargeable to the Contractor plus a percentage of direct costs for administrative and general overhead in accordance with the procedures approved by the

1278 Contracting Officer, *Provided, That* costs incurred by the United States as a result of disaster or
1279 obsolescence in accordance with subdivision (b) of Article 15 are not considered to be costs
1280 within the meaning of this Article.

1281 EMERGENCY RESERVE FUND

1282 24. (a) Commencing with the year following the transfer of Operation and
1283 Maintenance of the transferred works to the Contractor, the Contractor shall accumulate and
1284 maintain a reserve fund or demonstrate to the satisfaction of the Contracting Officer that other
1285 funds are available for use as an emergency reserve fund. The Contractor shall establish and
1286 maintain that emergency reserve fund to meet costs incurred during periods of special stress
1287 caused by damaging droughts, storms, earthquakes, floods, or other emergencies threatening or
1288 causing interruption of water service.

1289 (b) The Contractor shall accumulate the reserve fund with annual deposits or
1290 investments of not less than \$50,000 to a Federally insured, interest- or dividend-bearing account
1291 or in securities guaranteed by the Federal Government: *Provided, That* money in the reserve
1292 fund, including accrued interest, shall be available within a reasonable time to meet expenses for
1293 such purposes as those identified in paragraph (d) herein. Such annual deposits and the
1294 accumulation of interest to the reserve fund shall continue until the basic amount of \$250,000 is
1295 accumulated. Following an emergency expenditure from the fund, the annual deposits shall
1296 continue from the year following the emergency expenditure until the previous balance is
1297 restored. After the initial amount is accumulated or after the previous balance is restored, the
1298 annual deposits may be discontinued, and the interest earnings shall continue to accumulate and
1299 be retained as part of the reserve fund.

1300 (c) Upon mutual written agreement between the Contractor and the
1301 Contracting Officer, the basic reserve fund or the accumulated reserve fund may be adjusted to
1302 account for risk and uncertainty stemming from the size and complexity of the Project; the size
1303 of the annual Operation and Maintenance budget; additions to, deletions from, or changes in
1304 project works; and Operation and Maintenance costs not contemplated when this Contract was
1305 executed.

1306 (d) The Contractor may make expenditures from the reserve fund only for
1307 meeting routine or recurring Operation and Maintenance costs incurred during periods of special
1308 stress, as described in paragraph (a) herein; or for meeting unforeseen extraordinary Operation
1309 and Maintenance costs; or for meeting unusual or extraordinary repair or replacement costs; or
1310 for meeting betterment costs (in situations where recurrence of severe problems can be
1311 eliminated) during periods of special stress. Proposed expenditures from the fund shall be
1312 submitted to the Contracting Officer in writing for review and written approval prior to
1313 disbursement. Whenever the reserve fund is reduced below the current balance by expenditures
1314 therefrom, the Contractor shall restore that balance by the accumulation of annual deposits as
1315 specified in paragraph (b) herein.

(e) During any period in which any of the project works are operated and maintained by the United States, the Contractor agrees the reserve fund shall be available for like use by the United States.

(f) On or before November 1 of each year, the Contractor shall provide a current statement of the principal and accumulated interest of the reserve fund account to the Contracting Officer.

PROTECTION OF WATER AND AIR QUALITY

25. (a) The Contractor, without expense to the United States, will care for, operate and maintain transferred works in a manner that preserves the quality of the water at the highest feasible level as determined by the Contracting Officer.

(b) The United States will care for, operate and maintain reserved works in a manner that preserves the quality of the water at the highest feasible level as determined by the Contracting Officer. The United States does not warrant the quality of the Water Delivered to the Contractor and is under no obligation to furnish or construct water treatment facilities to maintain or improve the quality of Water Delivered to the Contractor.

(c) The Contractor shall comply with all applicable water and air pollution laws and regulations of the United States and the State of California; and shall obtain all required permits or licenses from the appropriate Federal, State, or local authorities necessary for the delivery of water by the Contractor; and shall be responsible for compliance with all Federal, State, and local water quality standards applicable to surface and subsurface drainage and/or discharges generated through the use of Federal or Contractor facilities or Project Water provided by the Contractor within the Contractor's Project Water Service Area.

(d) This Article will not affect or alter any legal obligations of the Secretary to provide drainage or other discharge services.

DRAINAGE STUDIES AND FACILITIES

26. To aid in determining the source and solution of future potential drainage problems, the Contractor shall initiate and maintain, in a manner satisfactory to the Contracting Officer, a program of groundwater observation in order to delineate shallow water-table areas and furnish annually to the Contracting Officer, during the term of this Contract and any renewal thereof, records, and analyses of such observations as they relate to potential drainage problems.

RIGHT TO RETURN FLOWS

27. The United States reserves the right to all waste, seepage, and return-flow waters derived from water furnished to the Contractor which escapes or is discharged beyond the

Contractor's Service Area. Nothing herein shall be construed as claiming for the United States any right, as waste, seepage, or return flow, to water being used pursuant to this Contract for surface irrigation or underground storage within the Contractor's Service Area by the Contractor, or those claiming by or through the Contractor.

REPEAL OF AMENDMENT OF FEDERAL RECLAMATION LAWS

28. In the event that the Congress of the United States amends the excess land provisions or other provisions of the Federal reclamation laws, the United States agrees, at the option of the Contractor, to negotiate amendments of appropriate Articles of this Contract, all consistent with the provisions of such amendment.

GENERAL OBLIGATION – BENEFITS CONDITIONED UPON PAYMENT

29. (a) The obligation of the Contractor to pay the United States as provided in this Contract is a general obligation of the Contractor notwithstanding the manner in which the obligation may be distributed among the Contractor's water users and notwithstanding the default of individual water users in their obligation to the Contractor.

(b) The payment of charges becoming due pursuant to this Contract is a condition precedent to receiving benefits under this Contract. The United States shall not make water available to the Contractor through Project facilities during any period in which the Contractor is in arrears in the advance payment of water rates due the United States. The Contractor shall not deliver water under the terms and conditions of this Contract for lands or parties that are in arrears in the advance payment of water rates as levied or established by the Contractor.

(c) The Contractor shall cause to be levied and collected all necessary taxes, tolls, assessments, or other charges against properties in Zone 6 and shall use all of the authority and resources of the District within the said zone necessary to meet these obligations hereunder.

CHANGES IN THE CONTRACTOR'S ORGANIZATION OR SERVICE AREA

30. While this Contract is in effect, no change may be made in the Contractor's Service Area or organization, by inclusion or exclusion of lands or by any other changes which may affect the respective rights, obligations, privileges, and duties of either the United States or the Contractor under this Contract including, but not limited to, dissolution, consolidation, or merger, except upon the Contracting Officer's written consent.

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BOOKS, RECORDS, AND REPORTS

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31. (a) The Contractor shall establish and maintain accounts and other books and records pertaining to administration of the terms and conditions of this Contract, including the Contractor's financial transactions; water supply data; project operation, maintenance, and replacement logs; project land and rights-of-way use agreements; the water users' land-use (crop census), land-ownership, land-leasing, and water-use data; and other matters that the Contracting Officer may require. Reports shall be furnished to the Contracting Officer in such form and on such date or dates as the Contracting Officer may require. Subject to applicable Federal laws and regulations, each party to this Contract shall have the right during office hours to examine and make copies of the other party's books and records relating to matters covered by this Contract.

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(b) Nothing in this Article 31 shall be construed to limit or constrain the

ability of the Bureau of Reclamation to conduct contract compliance reviews of this Contract in

accordance with Reclamation Manual Directives and Standards PEC 05-08, last revised October

11, 2019, as may be further revised, amended, modified, or superseded.

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RULES, REGULATIONS, AND DETERMINATIONS

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32. (a) The parties agree that the delivery of water or the use of Federal facilities pursuant to this Contract is subject to Federal Reclamation law, as amended and supplemented, and the rules and regulations promulgated by the Secretary of the Interior under Federal Reclamation law.

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(b) The Contracting Officer shall have the right to make determinations necessary to administer this Contract that are consistent with its provisions, the laws of the United States, and the State of California and the rules and regulations promulgated by the Secretary of the Interior. Such determinations shall be made in consultation with the Contractor.

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(c) Except as provided by the San Felipe Division Act of August 28, 1967 (81 Stat. 173), the parties agree that the delivery of Agricultural Water or use of Federal facilities pursuant to this Contract is subject to Federal Reclamation law, including but not limited to the Reclamation Reform Act of 1982 (43 U.S.C.390aa et seq.), as amended and supplemented, and the rules and regulations promulgated by the Secretary of the Interior under Federal Reclamation law.

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DETERMINATION OF FINDINGS OF FACTS

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33. Where the terms of this Contract provide for action to be based upon the opinion or determination of either party to this Contract, said terms shall not be construed as permitting such action to be predicated upon arbitrary, capricious, or unreasonable opinions or

determination, whether or not stated to be conclusive. If the Contractor questions any determination made by the Contracting Officer, the findings of facts shall be made by the Secretary of Interior after consultation with the Contractor and shall be binding upon the parties.

COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

34. (a) The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L. 93-112, Title V, as amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975 (Pub. L. 94-135, Title III; 42 U.S.C. § 6101, et seq.), Title II of the Americans with Disabilities Act of 1990 (Pub. L. 101-336; 42 U.S.C. § 12131, et seq.), and any other applicable civil rights laws, and with the applicable implementing regulations and any guidelines imposed by the U.S. Department of the Interior and/or Bureau of Reclamation.

(b) These statutes prohibit any person in the United States from being excluded from participation in, being denied the benefits of, or being otherwise subjected to discrimination under any program or activity receiving financial assistance from the Bureau of Reclamation on the grounds of race, color, national origin, disability, or age. By executing this Contract, the Contractor agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.

(c) The Contractor makes this Contract in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other Federal financial assistance extended after the date hereof to the Contractor by the Bureau of Reclamation, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such Federal assistance will be extended in reliance on the representations and agreements made in this Article and that the United States reserves the right to seek judicial enforcement thereof.

(d) Complaints of discrimination against the Contractor shall be investigated by the Contracting Officer's Office of Civil Rights.

EQUAL EMPLOYMENT OPPORTUNITY

35. During the performance of this Contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and

1450 selection for training, including apprenticeship. The Contractor agrees to post in conspicuous
1451 places, available to employees and applicants for employment, notices to be provided by the
1452 Contracting Officer setting forth the provisions of this nondiscrimination clause.

1453 (b) The Contractor will, in all solicitations or advertisements for employees
1454 placed by or on behalf of the Contractor, state that all qualified applicants will receive
1455 consideration for employment without regard to race, color, religion, sex, sexual orientation,
1456 gender identity, or national origin.

1457 (c) The Contractor will not discharge or in any other manner discriminate
1458 against any employee or applicant for employment because such employee or applicant has
1459 inquired about, discussed, or disclosed the compensation of the employee or applicant or another
1460 employee or applicant. This provision shall not apply to instances in which an employee who
1461 has access to the compensation information of other employees or applicants as part of such
1462 employee's essential job functions discloses the compensation of such other employees or
1463 applicants to individuals who do not otherwise have access to such information, unless such
1464 disclosure is in response to a formal complaint or charge, in furtherance of an investigation,
1465 proceeding, hearing, or action, including an investigation conducted by the employer, or is
1466 consistent with the Contractor's legal duty to furnish information.

1467 (d) The Contractor will send to each labor union or representative of workers
1468 with which it has a collective bargaining agreement or other contract or understanding, a notice,
1469 to be provided by the Contracting Officer, advising the labor union or workers' representative of
1470 the Contractor's commitments under Section 202 of Executive Order 11246 of September 24,
1471 1965, and shall post copies of the notice in conspicuous places available to employees and
1472 applicants for employment.

1473 (e) The Contractor will comply with all provisions of Executive Order No.
1474 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary
1475 of Labor.

1476 (f) The Contractor will furnish all information and reports required by
1477 Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the
1478 Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and
1479 accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation to
1480 ascertain compliance with such rules, regulations, and orders.

1481 (g) In the event of the Contractor's noncompliance with the nondiscrimination
1482 clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be
1483 canceled, terminated or suspended in whole or in part and the Contractor may be declared
1484 ineligible for further Government Contracts in accordance with procedures authorized in
1485 Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and
1486 remedies invoked as provided in Executive Order 11246 of September 24, 1965 or by rule,
1487 regulation, or order of the Secretary of Labor, or as otherwise provided by law.

1488 (h) The Contractor will include the provisions of paragraphs (a) through (g) in
1489 every subcontract or purchase order unless exempted by the rules, regulations, or orders of the

Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however, That* in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.”

CONTRACTOR’S RIGHTS TO WATER

36. (a) The right to the beneficial use of water furnished to the Contractor pursuant to this Contract shall not be disturbed so long as the Contractor fulfills all of its obligations under this Contract.

(b) Except as provided by Section 14 of the Reclamation Project Act of 1939, or as otherwise provided by law, the Contracting Officer shall not furnish water to other contractors or water users for use within the County of San Benito without the prior written approval of the Contractor unless the Contractor determines that it is unable or unwilling to furnish such water.

(c) The provisions of this Contract shall not be applicable to or affect water or water rights now owned or hereafter acquired by the Contractor or any landowner therein other than from the United States.

RENEGOTIATION

37. If hereafter the United States enters into, renews, or amends any contract for water from the Project which, because of a change in general Reclamation law or generally applicable policy, contains terms and conditions which would be substantially more favorable to the Contractor with respect to matters similar to those contained in this Contract, the United States upon the Contractor's request, will renegotiate this Contract for the purpose of providing comparable terms in accordance with the new law or policy.

1517 CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

1518 38. The expenditure or advance of any money or the performance of any obligation of
1519 the United States under this Contract shall be contingent upon appropriation or allotment of
1520 funds. Absence of appropriation or allotment of funds shall not relieve the Contractor from any
1521 obligations under this Contract. No liability shall accrue to the United States in case funds are
1522 not appropriated or allotted.

1523 OFFICIALS NOT TO BENEFIT

1524 39. (a) No Member of or Delegate to the Congress, Resident Commissioner, or
1525 official of the Contractor shall benefit from this Contract other than as a water user or landowner
1526 in the same manner as other water users or landowners.

1527 (b) No official of the Contractor shall receive any benefit that may arise by
1528 reason of this Contract other than as a landowner within the Project and in the same manner as
1529 other landowners within the Contractor's Service Area.

1530 ASSIGNMENT LIMITED – SUCCESSORS AND ASSIGNS OBLIGATED

1531 40. The provisions of this Contract shall apply to and bind the successors and assigns
1532 of the parties hereto, but no assignment or transfer of this Contract or any right or interest therein
1533 by either party shall be valid until approved in writing by the other party.

1534 NOTICES

1535 41. Any notice, demand, or request authorized or required by this Contract shall be
1536 deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or
1537 delivered to the Area Manager, South-Central California Area Office, 1243 N Street, Fresno,
1538 California 93721, and on behalf of the United States, when mailed, postage prepaid, or delivered
1539 to San Benito County Water District, P.O. Box 899, Hollister, California 95024. The designation
1540 of the addressee or the address may be changed by notice given in the same manner as provided
1541 in this Article for other notices.

1542 CONFIRMATION OF CONTRACT

1543 42. Promptly after the execution of this Contract, the Contractor will provide
1544 evidence to the Contracting Officer that, pursuant to the laws of the State of California, the
1545 Contractor is a legally constituted entity and the Contract is lawful, valid, and binding on the
1546 Contractor. This Contract will not be binding on the United States until the Contractor provides
1547 evidence to the Contracting Officer's satisfaction. In addition to other forms of evidence to meet
1548 the requirements of this Article, the Contractor may provide or the Contracting Officer may
1549 require a certified copy of a final decree of a court of competent jurisdiction in the State of
1550 California, confirming the proceedings on the part of the Contractor for the authorization of the
1551 execution of this Contract.

1552 WATER CONSERVATION

1553 43. (a) Prior to the delivery of water provided from or conveyed through federally
1554 constructed or federally financed facilities pursuant to this Contract, the Contractor shall develop
1555 a water conservation plan, as required by subsection 210(b) of the Reclamation Reform Act of
1556 1982 and 43 C.F.R. 427.1 (Water Conservation Rules and Regulations).

1557 Additionally, an effective water conservation and efficiency program shall be based on the
1558 Contractor's water conservation plan that has been determined by the Contracting Officer to meet
1559 the conservation and efficiency criteria for evaluating water conservation plans established under
1560 Federal law. The water conservation and efficiency program shall contain definite water
1561 conservation objectives, appropriate economically feasible water conservation measures, and
1562 time schedules for meeting those objectives. Continued Project Water delivery pursuant to this
1563 Contract shall be contingent upon the Contractor's continued implementation of such water
1564 conservation program. In the event the Contractor's water conservation plan or any revised water
1565 conservation plan completed pursuant to this Contract have not yet been determined by the
1566 Contracting Officer to meet such criteria, due to circumstances which the Contracting Officer
1567 determines are beyond the control of the Contractor, water deliveries shall be made under this
1568 Contract so long as the Contractor diligently works with the Contracting Officer to obtain such
1569 determination at the earliest practicable date, and thereafter the Contractor immediately begins
1570 implementing its water conservation and efficiency program in accordance with the time
1571 schedules therein.

1572 (b) Should the amount of M&I Water delivered pursuant to subdivision (a) of
1573 Article 3 of this Contract equal or exceed 2,000 acre-feet per Year, the Contractor shall
1574 implement the Best Management Practices identified by the time frames issued by the California
1575 Urban Water Conservation Council for such M&I Water unless any such practice is determined
1576 by the Contracting Officer to be inappropriate for the Contractor.

1577 (c) The Contractor shall submit to the Contracting Officer a report on the
1578 status of its implementation of the water conservation plan on the reporting dates specified in the
1579 then existing conservation and efficiency criteria established under Federal law.

1580 (d) At 5-year intervals, the Contractor shall revise its water conservation plan
1581 to reflect the then current conservation and efficiency criteria for evaluating water conservation
1582 plans established under Federal law and submit such revised water management plan to the
1583 Contracting Officer for review and evaluation. The Contracting Officer will then determine if
1584 the water conservation plan meets Reclamation's then current conservation and efficiency criteria
1585 for evaluating water conservation plans established under Federal law.

1586 (e) If the Contractor is engaged in direct groundwater recharge, such activity
1587 shall be described in the Contractor's water conservation plan.

1588 RECLAMATION REFORM ACT OF 1982

1589 44. (a) Upon a Contractor's compliance with and discharge of the San Felipe
1590 Division Repayment Obligation and the WIIN Repayment Obligation pursuant to this Contract,
1591 subsections (a) and (b) of Section 213 of the Reclamation Reform Act of 1982 (96 Stat. 1269)
1592 shall apply to affected lands.

1593 (b) The obligation of a Contractor to pay the Additional Capital Obligation
1594 shall not affect the Contractor's status as having repaid all of the construction costs assignable to
1595 the Contractor or the applicability of subsections (a) and (b) of Section 213 of the Reclamation
1596 Reform Act of 1982 (96 Stat. 1269) once the Repayment Obligation is paid.

1597 PRIVACY ACT COMPLIANCE

1598 45. (a) The Contractor shall comply with the Privacy Act of 1974 (Privacy Act) 5
1599 U.S.C. § 552a) and the Department of the Interior rules and regulations under the Privacy Act
1600 (43 C.F.R. § 2.45, et seq.) in maintaining landholder certification and reporting records required
1601 to be submitted to the Contractor for compliance with Sections 206, 224(c), and 228 of the

1602 Reclamation Reform Act of 1982 (43 U.S.C. §§ 390ff, 390ww, and 390zz), and pursuant to 43
1603 C.F.R. § 426.18.

1604 (b) With respect to the application and administration of the criminal penalty
1605 provisions of the Privacy Act (5 U.S.C. § 552a(i)), the Contractor and the Contractor's
1606 employees who are responsible for maintaining the certification and reporting records referenced
1607 in paragraph (a) above are considered to be employees of the Department of the Interior. See 5
1608 U.S.C. § 552a(m).

1609 (c) The Contracting Officer or a designated representative shall provide the
1610 Contractor with current copies of the Department of the Interior Privacy Act regulations and the
1611 Bureau of Reclamation Federal Register Privacy Act System of Records Notice (Interior/WBR-
1612 31, Acreage Limitation) which govern the maintenance, safeguarding, and disclosure of
1613 information contained in the landholders' certification and reporting records.

1614 (d) The Contracting Officer shall designate a full-time employee of the
1615 Bureau of Reclamation to be the System Manager responsible for making decisions on denials
1616 pursuant to 43 C.F.R. §§ 2.61 and 2.64 and amendment requests pursuant to 43 C.F.R. § 2.72.
1617 The Contractor is authorized to grant requests by individuals for access to their own records.

1618 (e) The Contractor shall forward promptly to the System Manager each
1619 proposed denial of access under 43 C.F.R. § 2.64 and each request for amendment of records
1620 filed under 43 C.F.R. § 2.71; notify the requester accordingly of such referral; and provide the
1621 System Manager with information and records necessary to prepare an appropriate response to
1622 the requester. These requirements do not apply to individuals seeking access to their own
1623 certification and reporting forms filed with the Contractor pursuant to 43 C.F.R. § 426.18 unless
1624 the requester elects to cite the Privacy Act as authority for the request.

1625 MEDIUM FOR TRANSMITTING PAYMENTS

1626 46. (a) All payments from the Contractor to the United States under this Contract
1627 shall be by the medium requested by the United States on or before the date payment is due. The
1628 required method of payment may include checks, wire transfers, or other types of payment
1629 specified by the United States.

1630 (b) Upon execution of the Contract, the Contractor shall furnish the
1631 Contracting Officer with the Contractor's taxpayer's identification number (TIN). The purpose
1632 for requiring the Contractor's TIN is for collecting and reporting any delinquent amounts arising
1633 out of the Contractor's relationship with the United States.

1634 CONTRACT DRAFTING CONSIDERATIONS

1635 47. This Contract has been, negotiated and reviewed by the parties hereto, each of
1636 whom is sophisticated in the matters to which this Contract pertains. The double spaced Articles
1637 of this Contract have been drafted, negotiated, and reviewed by the parties, and no one party
1638 shall be considered to have drafted the stated Articles. Single-spaced Articles are standard
1639 Articles pursuant to Bureau of Reclamation policy.

1640 IN WITNESS WHEREOF, the parties hereto have executed this Contract No. 7-07-20-
1641 W0023A-P on the day and year first above written.

1642 THE UNITED STATES OF AMERICA

1643 By: _____
1644 Regional Director
1645 Interior Region 10: California-Great Basin
1646 Bureau of Reclamation

1647 SAN BENITO COUNTY WATER DISTRICT

1648 By: _____
1649 President, Board of Directors

1650 ATTEST:

1651 By: _____
1652 Board Secretary

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Central Valley Project, California

AMENDED AND RESTATED CONTRACT BETWEEN THE UNITED STATES
AND
SAN BENITO COUNTY WATER DISTRICT
PROVIDING FOR WATER SERVICE, FACILITIES REPAYMENT, AND FOR OPERATION
AND MAINTENANCE OF CERTAIN WORKS OF THE SAN FELIPE DIVISION

Exhibits

Exhibit A – Map of Contractor’s Service Area

This Exhibit is unchanged from current Contract.

Exhibit B – Rates and Charges

This Exhibit template is unchanged from current Contract and is updated annually. Rate Schedules may be found at: <https://www.usbr.gov/mp/cvpwaterrates/ratebooks/index.html>

Exhibit C – San Felipe Division Reimbursable Costs

This Exhibit is unchanged from current Contract.

Exhibit D – San Benito County Water District San Felipe Division Repayment Schedule

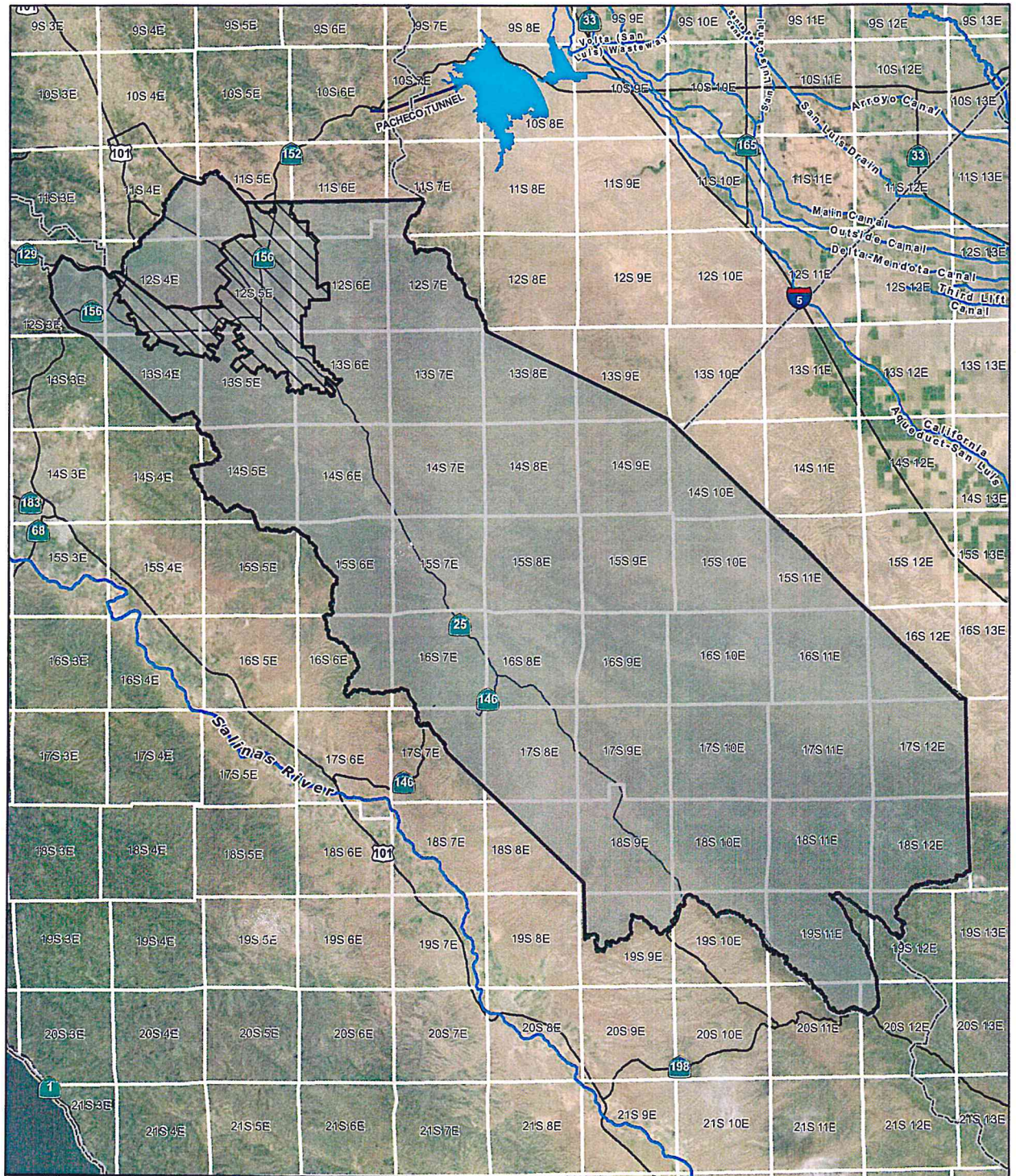
This Exhibit is unchanged from current Contract.



Exhibit E – WIIN Repayment Obligation

This Exhibit template was developed during the WIIN Act Negotiations. Relevant data will be incorporated upon contract execution

Exhibit F – List of Transferred Project Facilities

This Exhibit template was developed during the WIIN Act Negotiation and the Transferred Project Facilities are unchanged from the current Contract.



-  District Boundary
-  Contractor's Service Area

San Benito County Water District

Contract No. 8-07-20-W0130A-P
Exhibit A



BUREAU OF
RECLAMATION

Date: 7/7/2020
File Name: N:\Districts\Contracts\san_benito\san_benito_20200706.mxd

0 5 10 Miles



805-202-130

**EXHIBIT B
SAN BENITO COUNTY WATER DISTRICT
2020 Rates and Charges
(Per Acre-Foot)**

	Irrigation Water	M&I Water
COST-OF-SERVICE (COS) RATE		
Construction Costs	\$28.10	\$0.00
DMC Aqueduct Intertie	\$1.08	
O&M Components		
Water Marketing	\$8.97	\$6.12
Storage	\$17.87	\$14.84
Credit for other PUE Remittance ¹	(\$3.26)	(\$3.09)
Conveyance Pumping		
Direct Pumping		
Deficit Cost Component (American Recovery and Reinvestment Act (ARRA) included)		\$0.00
TOTAL COS RATE (Tier 1 Rate)	\$52.76	\$17.87
Project Use Energy Payment ²		
Direct Pumping	\$16.22	\$16.22
Other PUE Remittance	\$3.26	\$3.09
IRRIGATION FULL COST RATE (RRA)		
Section 202(3) Rate is applicable to a Qualified Recipient or to a Limited Recipient receiving irrigation water on or before October 1, 1981.	85.67	
Section 205(a)(3) Rate is applicable to a Limited Recipient that did not receive irrigation water on or before October 1, 1981.	105.22	
M&I FULL COST RATE		
		\$17.87
TIERED PRICING COMPONENTS (In Addition to Total COS Rate Above)		
Irrigation		
[Section 202(3) Irrigation Full Cost Rate - Irrigation COS Rate]/2 (Amount to be added to Tier 1 Rate)	\$16.46	
Tier 3 Rate: >90% of Contract Total [Section 202(3) Irrigation Full Cost Rate - Irrigation COS Rate] (Amount to be added to Tier 1 Rate)	\$32.91	
M&I		
Tier 2 Rate: >80% <=90% of Contract Total [M&I Full Cost Rate - M&I COS Rate]/2 (Amount to be Added to Tier 1 Rate)		\$0.00
Tier 3 Rate: >90% of Contract Total [M&I Full Cost Rate - M&I COS Rate] (Amount to Be Added to Tier 1 Rate)		\$0.00
CHARGES AND ASSESSMENTS (Payments in addition to Rates)		
P.L. 102-575 Surcharge (Restoration Fund Payment) [Section 3407(d)(2)(A)]	\$10.91	\$21.82
P.L. 106-377 Assessment (Trinity Public Utilities District) [Appendix B, Section 203]	\$0.12	\$0.12

EXPLANATORY NOTES

¹ Project Use Energy payment is being remitted to Western Area Power Authority for storage and direct pumping based on the deliveries of a select few contractors. The rates for the select few contractors are reduced as a credit in the O&M rates. All contractors will ultimately pay for the storage and direct pumping service but as an offset to the amount paid by the select few. Refer to schedule A-11 and A-9 for calculation details.

² Project Use Energy cost and Cost of Service Rate are paid in advance. Please refer to the water rate books for more information

The CVP M&I Water Shortage Policy per EIS/EIR dated August 2015 and Record of Decision dated November 2015 defines the M&I Historic Use as the average quantity of CVP water put to beneficial use during the last three years of water deliveries, unconstrained (100% allocation) by the availability of CVP water for South of the Delta. Contractor's last three years in acre feet (AF) are revised as follows: 2011 = 8,250 AF; 2017 = 8,250 AF; 2019 = 8,250 AF; which equals a M&I Historic use average quantity of 8,250 AF.

Additional detail of rate components is available on the Internet at:
<http://www.usbr.gov/mp/cvpwaterrates/ratebooks/index.html>

JL 2/28/20

EXHIBIT C
SAN FELIPE DIVISION REIMBURSABLE CAPITAL COSTS

	Total	Reach 1 Facilities	Reach 2 Facilities	Reach 3 Facilities	SBCWD Facilities
Reclamation Facilities					
Pacheco Pumping Plant	\$30,220,448	\$30,220,448			
Pacheco Substation 70 kv Line	\$239,745	\$239,745			
Pacheco Substation 70-kv IDC	\$5,044	\$5,044			
Pacheco Tunnel	\$75,352,668	\$75,352,668			
Pacheco Conduit	\$29,764,210	\$29,764,210			
Santa Clara Tunnel and Conduit	\$67,877,286		\$23,186,694	\$44,690,592	
Coyote Pumping Plant	\$16,493,415			\$16,493,415	
Coyote Pumping Plant - 115 kv Line	\$1,923,559			\$1,923,559	
Coyote Pumping Plant - 115 kv Line IDC	\$18,082			\$18,082	\$26,032,191
Hollister Canal and Conduit	\$26,032,191				\$35,286,142
San Justo Dam & Reservoir	\$35,286,142				\$785,484
San Felipe Division IDC	\$32,227,149	\$17,075,058	\$4,907,593	\$9,459,014	
San Felipe Division Permanent Operating Facilities	\$234,222	\$234,222			
San Felipe Division Wildlife Mitigation Lands	\$301,445	\$301,445			
Power System					
Pacheco Pumping Plant Substation	\$1,203,910	\$1,203,910			
Pacheco Pumping Plant IDC	\$370,824	\$370,824			
Coyote Pumping Plant Substation	\$1,649,124			\$1,649,124	
Coyote Pumping Plant IDC	\$218,184			\$218,184	
	\$319,417,648	\$154,767,574	\$28,094,287	\$74,451,970	\$62,103,817

Amounts listed for each facility include interest during construction.
Amounts reflected are as of September 30, 2004

EXHIBIT D
SAN BENITO COUNTY WATER DISTRICT
REPAYMENT SCHEDULE

Payment Due Date	Prnt #	Payment Total	Current Year Interest Charges		Total Current Year Interest	Remaining Balance			
			M&I	Unpd Cap Int		1. CY Interest	2. Unpd Cap Int	3. M&I Cap	4. Impation
2007									
July 1	1&2	1,392,151.54	679,054.04	71,273.93	750,327.97	750,327.97	641,823.57	-	-
2008	January 1	696,075.77	339,527.02	24,405.05	363,932.07	363,932.07	332,143.70	-	-
July 1	3	696,075.77	339,527.02	18,592.54	358,119.56	358,119.56	337,956.21	-	-
2009	January 1	696,075.77	339,527.02	12,676.30	352,205.33	352,205.33	343,870.44	-	-
July 1	5	696,075.77	339,527.02	6,660.57	346,187.59	346,187.59	349,888.18	-	-
2010	January 1	696,075.77	339,527.02	537.53	340,064.55	340,064.55	30,715.91	-	-
July 1	6	696,075.77	333,854.85	-	333,854.85	333,854.85	325,295.31	-	-
2011	January 1	696,075.77	327,538.80	-	327,538.80	327,538.80	362,220.92	-	-
July 1	8	696,075.77	321,112.62	-	321,112.62	321,112.62	374,963.15	-	-
2012	January 1	696,075.77	314,574.39	-	314,574.39	314,574.39	381,501.38	-	-
July 1	10	696,075.77	307,922.15	-	307,922.15	307,922.15	388,153.82	-	-
2013	January 1	696,075.77	301,153.92	-	301,153.92	301,153.92	394,921.85	-	-
July 1	12	696,075.77	294,267.66	-	294,267.66	294,267.66	401,808.11	-	-
2014	January 1	696,075.77	287,261.33	-	287,261.33	287,261.33	408,814.44	-	-
July 1	14	696,075.77	280,132.84	-	280,132.84	280,132.84	415,942.93	-	-
2015	January 1	696,075.77	272,880.04	-	272,880.04	272,880.04	423,195.73	-	-
July 1	16	696,075.77	265,500.78	-	265,500.78	265,500.78	430,574.99	-	-
2016	January 1	696,075.77	257,992.84	-	257,992.84	257,992.84	438,082.93	-	-
July 1	18	696,075.77	250,353.99	-	250,353.99	250,353.99	445,721.78	-	-
2017	January 1	696,075.77	242,581.94	-	242,581.94	242,581.94	452,893.83	-	-
July 1	20	696,075.77	229,879.19	-	229,879.19	229,879.19	460,426.45	-	-
2018	January 1	696,075.77	216,954.95	-	216,954.95	216,954.95	468,426.45	-	-
July 1	22	696,075.77	203,805.34	-	203,805.34	203,805.34	476,814.26	-	-
2019	January 1	696,075.77	190,426.45	-	190,426.45	190,426.45	485,694.73	-	-
July 1	24	696,075.77	176,814.26	-	176,814.26	176,814.26	495,009.29	-	-
2020	January 1	696,075.77	162,964.73	-	162,964.73	162,964.73	504,866.14	-	-
July 1	26	696,075.77	148,873.69	-	148,873.69	148,873.69	515,109.15	-	-
2021	January 1	696,075.77	134,536.96	-	134,536.96	134,536.96	525,909.29	-	-
July 1	28	696,075.77	119,950.23	-	119,950.23	119,950.23	537,171.54	-	-
2022	January 1	696,075.77	105,109.15	-	105,109.15	105,109.15	548,991.49	-	-
July 1	30	696,075.77	90,009.29	-	90,009.29	90,009.29	561,386.62	-	-
2023	January 1	696,075.77	74,646.14	-	74,646.14	74,646.14	574,295.31	-	-
July 1	32	696,075.77	59,015.09	-	59,015.09	59,015.09	586,829.63	-	-
2024	January 1	696,075.77	43,111.49	-	43,111.49	43,111.49	599,966.62	-	-
July 1	34	696,075.77	26,930.58	-	26,930.58	26,930.58	613,666.62	-	-
2025	January 1	696,075.77	10,467.52	-	10,467.52	10,467.52	627,134.14	-	-
July 1	36	696,075.77	-	-	-	-	640,603.04	-	-
2026	January 1	696,075.77	-	-	-	-	653,666.62	-	-
July 1	38	696,075.77	-	-	-	-	667,333.33	-	-
2027	January 1	696,075.77	-	-	-	-	680,603.04	-	-
July 1	40	696,075.77	-	-	-	-	693,571.43	-	-
2028	January 1	696,075.77	-	-	-	-	706,242.97	-	-
July 1	42	696,075.77	-	-	-	-	718,618.88	-	-
2029	January 1	696,075.77	-	-	-	-	730,690.20	-	-
July 1	44	696,075.77	-	-	-	-	742,366.99	-	-
2030	January 1	696,075.77	-	-	-	-	753,648.88	-	-
July 1	46	696,075.77	-	-	-	-	764,536.88	-	-
2031	January 1	696,075.77	-	-	-	-	775,031.00	-	-
July 1	48	696,075.77	-	-	-	-	785,131.00	-	-
2032	January 1	696,075.77	-	-	-	-	794,836.88	-	-
July 1	50	696,075.77	-	-	-	-	804,146.49	-	-
2033	January 1	696,075.77	-	-	-	-	813,061.99	-	-
July 1	52	696,075.77	-	-	-	-	821,494.51	-	-
2034	January 1	696,075.77	-	-	-	-	829,546.68	-	-
July 1	54	696,075.77	-	-	-	-	837,213.11	-	-
2035	January 1	696,075.77	-	-	-	-	844,484.44	-	-
July 1	56	696,075.77	-	-	-	-	851,255.54	-	-
2036	January 1	696,075.77	-	-	-	-	857,536.88	-	-
July 1	58	696,075.77	-	-	-	-	863,327.97	-	-
2037	January 1	696,075.77	-	-	-	-	868,622.08	-	-
July 1	60	696,075.77	-	-	-	-	873,513.11	-	-
Total		98,994,035.28	8,427,312.36	134,147.92	8,561,460.28	8,561,460.28	2,036,398.00	19,471,642.00	68,924,535.00

* Weighted composite rate (Pacheco Inlet (\$8,327,523) at 3.137%, all other facilities at 3.500%)

Exhibit E[@]

Repayment Obligation - Current Calculation under the WIIN Act, Section 4011 (a) (2)

Unpaid Construction Cost from the 2020 Water Rate Books*

Contractor: San Benito County Water District
Facility: San Felipe Unit
Contract: 8-07-20-W0130A-P

Irrigation Construction Cost (2020 Irrigation Ratebook, Schedule A-2Ba)			
	Unpaid Cost	Discount	
Construction Cost	~ \$ 3,052,896		
2019 Repayment **	\$ 267,495		
Adjusted Construction Cost	\$ 2,785,401	\$ 2,683,771	
Intertie Construction Cost (N/A):	\$ 468,821	\$ 406,093	
Total	\$ 3,254,222	\$ 3,089,864	
If Paid in Installments (Used 20 yr CMT)			
Due****			
Payment 1 11/1/2020		\$ 785,448	
Payment 2 11/1/2021		\$ 785,448	
Payment 3 11/1/2022		\$ 785,448	
Payment 4 11/1/2023		\$ 785,448	
Total Installment Payments		\$ 3,141,792	
20 yr CMT Rates - 10/05/2020 (to be adjusted to effective date of contract) [@]		1.340%	
Discount Rate (1/2 of the Treasury Rate per the WIIN Act, Section 4011(a)(2)(A))		0.670%	

M&I Construction Cost (2020 M&I Ratebook, Sch A-2Ba)	
	Unpaid Cost
Construction Cost:	~ \$ (424,011)
2019 Repayment **	\$ -
Adjusted Construction Cost***:	\$ (424,011)

Calculation Support: Irrigation Lump Sum or First Payment**** 11/1/2020
Days Until the End of the Fiscal Year 333

Fiscal Yr	Unpaid Allocated Construction Cost			Unpaid Intertie Construction Cost			Total
	Beginning Balance	Straight Line Repayment	Present Value	Beginning Balance	Straight Line Repayment	Present Value	Present Values
2021	\$ 2,785,401	\$ 278,540	\$ 275,006	\$ 468,821	\$ 10,903	\$ 10,764	\$ 285,770
2022	\$ 2,506,861	\$ 278,540	\$ 274,845	\$ 457,918	\$ 10,903	\$ 10,758	\$ 285,603
2023	\$ 2,228,321	\$ 278,540	\$ 273,016	\$ 447,015	\$ 10,903	\$ 10,687	\$ 283,702
2024	\$ 1,949,781	\$ 278,540	\$ 271,199	\$ 436,113	\$ 10,903	\$ 10,615	\$ 281,814
2025	\$ 1,671,241	\$ 278,540	\$ 269,394	\$ 425,210	\$ 10,903	\$ 10,545	\$ 279,939
2026	\$ 1,392,701	\$ 278,540	\$ 267,601	\$ 414,307	\$ 10,903	\$ 10,475	\$ 278,075
2027	\$ 1,114,161	\$ 278,540	\$ 265,820	\$ 403,404	\$ 10,903	\$ 10,405	\$ 276,225
2028	\$ 835,620	\$ 278,540	\$ 264,051	\$ 392,501	\$ 10,903	\$ 10,336	\$ 274,386
2029	\$ 557,080	\$ 278,540	\$ 262,293	\$ 381,598	\$ 10,903	\$ 10,267	\$ 272,560
2030	\$ 278,540	\$ 278,540	\$ 260,548	\$ 370,696	\$ 10,903	\$ 10,199	\$ 270,746
2031-63				\$ 359,793	\$ 359,793	\$ 301,043	\$ 301,043
Total, Lump Sum Payment			\$ 2,683,771			\$ 406,093	\$ 3,089,864

Amount of Reduction, Lump Sum \$ 101,631 \$ 62,728 \$ 164,359

* Costs are assumed to be paid and all charges are assumed to be accurate. If at a later date charges are determined to need update, they are still required. Also, unpaid charges are still a requirement under contract.

** 2019 Repayment is based on the Annual Accounting Analysis for the District.

*** Excludes Interest to payment date as Interest will be computed as an annual expense as usual.

**** Contractor has 60 days from the effective date of the contract or installment dates to make payment.

~ M&I Credit from Schedule A-2Ba has been applied to Irrigation Unpaid Amount.

[@]To be updated. The WIIN Act requires us to have a Constant Maturity Treasury rate based on the effective date of the contract.

EXHIBIT F
LIST OF TRANSFERRED PROJECT FACILITIES

- 1) San Justo Dam and Reservoir
- 2) Hollister Conduit

NOTICE OF EXEMPTION

TO: County Clerk
County of San Benito
440 Fifth Street, 2d Floor, Room 206
Hollister, CA 95023

FROM: San Benito County Water District
30 Mansfield Road
Post Office Box 899
Hollister, CA 95024

Project Title:

Amended and Restated Contract between the United States and San Benito County Water District for Water Service, Facilities Repayment, and for Operation and Maintenance of Certain Works of the San Felipe Division

Project Location -- Specific:

The territory served by water pursuant to this contract is Zone 6 of the San Benito County Water District.

Project Location -- City, County:

San Benito County

Description of Nature, Purpose and Beneficiaries of Project:

The project is the execution of Contract No. 8-07-20-W0130A-P, which would convert San Benito County Water District's ("District") existing water service contract to a repayment contract that provides the terms and conditions for water service with the United States Bureau of Reclamation ("USBR") for the purpose of continuing delivery of Central Valley Project water within established parameters to lands within the District's existing service area boundary. The beneficiaries of the project are the District, its landowners, and water users. The USBR is a party to the bilateral agreement and as such is a recipient of the District's approval (Pub. Resources Code §§ 21065, 21167.6.5). The project is entirely administrative in scope.

Name of Public Agency Approving and Carrying Out Project:

San Benito County Water District

Exempt Status:

Categorically exempt (Pub. Resources Code § 21065; CEQA Guidelines section 15301).

Reasons Why Project is Exempt:

The Project is exempt under California Code of Regulations, title 14, section 15301, as it provides for the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. The Project is wholly administrative in scope as it involves no construction, alteration, or expansion of an existing use.

Contact Person:
Jeff Cattaneo

Area Code
(831)

Telephone
637-8218

A certified copy of Resolution No. 2020-17, which is the document of exemption finding, is attached.

This notice of exemption is filed by the public agency approving the project.

Signature _____

Date: _____

Date Received
for Filing: _____

NOTICE OF EXEMPTION

TO: County Clerk
County of San Benito
440 Fifth Street, 2d Floor, Room 206
Hollister, CA 95023

FROM: San Benito County Water District
30 Mansfield Road
Post Office Box 899
Hollister, CA 95024

Project Title:

Amended and Restated Contract between the United States and San Benito County Water District for Water Service, Facilities Repayment, and for Operation and Maintenance of Certain Works of the San Felipe Division

Project Location -- Specific:

The territory served by water pursuant to this contract is Zone 6 of the San Benito County Water District.

Project Location -- City, County:

San Benito County

Description of Nature, Purpose and Beneficiaries of Project:

The project is the execution of Contract No. 8-07-20-W0130A-P, which would convert San Benito County Water District's ("District") existing water service contract to a repayment contract that provides the terms and conditions for water service with the United States Bureau of Reclamation ("USBR") for the purpose of continuing delivery of Central Valley Project water within established parameters to lands within the District's existing service area boundary. The beneficiaries of the project are the District, its landowners, and water users. The USBR is a party to the bilateral agreement and as such is a recipient of the District's approval (Pub. Resources Code §§ 21065, 21167.6.5). The project is entirely administrative in scope.

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A certified copy of Resolution No. 2020-17, which is the document of exemption finding, is attached.

This notice of exemption is filed by the public agency approving the project.

Signature _____

Date: _____

Date Received

for Filing: _____

RESOLUTION NO. 2020-17

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE SAN BENITO COUNTY WATER DISTRICT
AUTHORIZING THE FILING OF A NOTICE OF EXEMPTION
FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT
FOR APPROVAL OF AND AUTHORIZATION TO EXECUTE
THE AMENDED AND RESTATED CONTRACT
BETWEEN THE UNITED STATES AND
SAN BENITO COUNTY WATER DISTRICT
FOR WATER SERVICE, FACILITIES REPAYMENT, AND
FOR OPERATION AND MAINTENANCE OF CERTAIN WORKS
OF THE SAN FELIPE DIVISION**

WHEREAS, the San Benito County Water District ("District" or "Contractor") and the United States entered into a contract for water service with the United States on or about April 15, 1978, Contract No. 8-07-20-W0130 ("1978 Contract"), which provided for the delivery of Central Valley Project ("Project") water to the District from June 1, 1978 through February 29, 2028; and

WHEREAS, the District and the United States entered into an amendatory water service contract on or about February 28, 1992, Contract No. 8-07-20-W0130 ("First Amendment"), which modified the terms and conditions for the delivery of Project water to the District from June 1, 1987 through February 29, 2028; and

WHEREAS, on September 30, 1997, the District and the United States entered into the Binding Agreement for Early Renewal Between the United States and San Benito County Water District, Contract No. 8-07-20-W0130A, which provide the terms and conditions for the renewal of the 1978 Contract; and

WHEREAS, the District and the United States entered into a second amendatory water service contract on or about March 28, 2007, Contract No. 8-07-20-W0130A ("Second Amendment"), which among other things established the terms and conditions for the repayment of the San Felipe Division facilities and implementation of certain Central Valley Project Improvement Act activities; and

WHEREAS, the 1978 Contract, as amended by the First Amendment and the Second Amendment, is hereinafter referred to herein as the "Existing Contract"; and

WHEREAS, the Santa Clara Valley Water District and the United States entered into a contract titled "Contract for the Transfer of the Operation and Maintenance of Certain San Felipe Division", Contract No. 6-07-20-X0290, dated September 8, 1986, which established terms and conditions for the transfer of Operation and Maintenance of San Felipe Division facilities jointly used by the District and Santa Clara Valley Water District; and

DRAFT---DRAFT---DRAFT---DRAFT---DRAFT---DRAFT---DRAFT---DRAFT

WHEREAS, the District was notified via the transfer notice of the transfer of Operation and Maintenance of Certain San Felipe Division Facilities to the District, dated September 17, 1987, October 30, 1987, and January 12, 1988; and

WHEREAS, on December 16, 2016, the 114th Congress of the United States of America enacted the Water Infrastructure Improvements for the Nation Act (Pub. L. 114-322, 130 Stat. 1628) ("WIIN Act"); and

WHEREAS, Section 4011(a)(1) provides that: "upon request of the contractor, the Secretary of the Interior shall convert any water service contract in effect on the date of enactment of this subtitle and between the United States and a water users' association [Contractor] to allow for prepayment of the repayment contract pursuant to paragraph (2) under mutually agreeable terms and conditions."; and

WHEREAS, Section 4011(a)(4)(C) further provides all contracts entered into pursuant to Section 4011(a)(1), (2), and (3) shall "not modify other water service, repayment, exchange and transfer contractual rights between the water users' association [Contractor], and the Bureau of Reclamation, or any rights, obligations, or relationships of the water users association [Contractor] and their landowners as provided under State law."; and

WHEREAS, Sections 4011(d)(3) and (4) further provide that: "implementation of the provisions of this subtitle shall not alter...(3) the priority of a water service or repayment contractor to receive water: or (4) except as expressly provided in this section, any obligations under the Federal Reclamation law, including the continuation of Restoration Fund charges pursuant to section 3407(d) (Pub. L. 102-575), of the water service and repayment contractors making prepayments pursuant to this section."; and

WHEREAS, upon the request of a Project contractor, the WIIN Act directs the Secretary of the Interior to convert Project water service contracts into repayment contracts, amend existing repayment contracts and also allow contractors to prepay their construction cost obligations pursuant to applicable federal reclamation law; and

WHEREAS, pursuant to and consistent with the WIIN Act, the United States and the District negotiated terms and conditions that convert the Existing Contract to a repayment contract, and those terms and conditions are reflected, in the "Amended and Restated Contract Between the United States and San Benito County Water District for Water Service, Facilities Repayment, and for Operation and Maintenance of Certain Works of the San Felipe Division" ("Repayment Contract"); and

WHEREAS, a true and correct copy of the Repayment Contract is attached hereto at Exhibit A and is incorporated herein; and

WHEREAS, the Repayment Contract also reflects the current standard terms and conditions required by the Reclamation Manual: and

WHEREAS, the Repayment Contract continues water service to the District within established parameters, in the same scope and nature of the ongoing Project and its existing facilities; and

WHEREAS, water obtained from the Project has been relied upon by urban and agricultural areas within California for more than 50 years, and is considered by the District as an essential portion of its water supply; and

WHEREAS, the economies of regions within the Project, including the District's, depend upon the continued availability of water, including water service from the Project; and

WHEREAS, it is imperative to the District and its landowners that the District continue water service to lands within the District for beneficial use, and the District therefore proposes to enter into the Repayment Contract; and

WHEREAS, under the Repayment Contract, ongoing receipt and delivery of water will continue with no expansion of service and no new facilities constructed because the District will deliver the water received under the Repayment Contract: (1) to lands within the District's boundaries for beneficial use and that have been in production; and (2) through existing facilities; and

WHEREAS, the District has reviewed the terms and conditions of the Repayment Contract and finds the form and content thereof to be acceptable to the District and appropriate for execution.

NOW, THEREFORE, IT IS HEREBY RESOLVED as follows:

1. The facts set forth in the recitals above and in the documents referenced therein are true and correct, and the Board so finds and determines.
2. Execution of the Repayment Contract is exempt from the California Environmental Quality Act based on its record of proceedings showing that the Repayment Contract continues water service to the District within established parameters, in the same scope and nature of the ongoing Project and its existing facilities; it involves no increase in existing service; and no new construction, expansion, or any modification to the existing distribution system; nor any charge in the source of water to be delivered, or the uses to which such supplies will be put.
3. Execution of the Repayment Contract is categorically exempt from compliance with the California Environmental Quality Act as provided in Title 14 of the California Code of Regulations, Section 15300 through 15333, with particular reference to Section 15301, because it merely provides for continued operation of existing facilities.

4. The District shall prepare and file a Notice of Exemption with the Clerk of San Benito County and the Office of Planning and Research (State Clearinghouse) as provided for in Title 14 of the California Code of Regulations, Section 15062, in substantially the form attached hereto as Exhibit B.
5. The Repayment Contract, in substantially the form presented to the Board and on file with the United States, is hereby approved.
6. The President of the District is hereby authorized to execute and deliver the Repayment Contract in substantially the form attached hereto, with such additional changes and/or modifications as are approved by the President of the District, its General Manager, and its General Counsel.
7. The District's officers, staff, and consultants are authorized and directed to take all additional actions they deem necessary or appropriate in order to carry out the intent of this Resolution.
8. A certified copy of this Resolution shall be prepared and transmitted by the District's Secretary to the United States Bureau of Reclamation.

Adopted at a regular meeting of the Board of Directors, at Hollister, California, this 28th day of October 2020.

AYES:

NOES:

ABSENT:

ABSTAIN:

DRAFT---DRAFT---DRAFT---DRAFT---DRAFT---DRAFT---DRAFT---DRAFT

John Tobias
President

ATTEST:

Sara Singleton
Assistant Manager/Board Secretary

CERTIFIED RESOLUTION

I, Sara Singleton, board secretary of the San Benito County Water District, do hereby certify that the following is a true and correct copy of a resolution duly adopted at the regular meeting of the Board of Directors, duly held on October 28, 2020. This resolution has not been modified, rescinded or revoked and is at present in full force and effect.

In Witness whereof, the undersigned has affixed her signature and the corporate seal.

Sara Singleton
Assistant Manager/Board Secretary

Date of signature

BOARD AGENDA MEMO

DATE: October 21, 2020

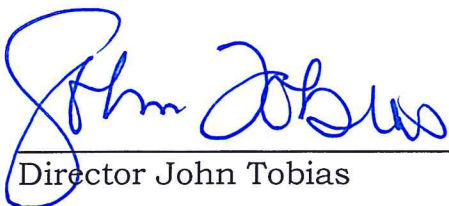
TO: Board of Directors

FROM: Zone 6 Water Supply Committee (John Tobias/Sonny Flores)

SUBJECT: Recommendation to Board regarding Amended and Restated Contract between the United States and San Benito County Water District for Water Service and Repayment, and for Operation and Maintenance of Certain Works of the San Felipe Division (WIIN Contract)

The Zone 6 Water Supply Committee met on October 21, 2020 and staff reviewed Amended and Restated Contract between the United States and San Benito County Water District for Water Service and Repayment, and for Operation and Maintenance of Certain Works of the San Felipe Division (WIIN Contract).

The Zone 6 Water Supply Committee recommends Board approval of the Amended and Restated Contract between the United States and San Benito County Water District for Water Service and Repayment, and for Operation and Maintenance of Certain Works of the San Felipe Division (WIIN Contract).



Director John Tobias



Director Sonny Flores



Agenda Item

#7

Memorandum

This memo is a follow up to our conference call on Thursday, October 15 involving you and Sara Singleton, Rick Gilmore and Kelley Geyer of Byron Bethany Irrigation District and Byron Sanitary District to discuss several small financings which could be pooled to save in certain costs of issuance. The following is a brief description of your proposed financings.

Items to be Financed. The San Benito County Water District (SBCWD) has indicated having two of the five items under consideration for the pooled financings. The two for the SBCWD are as follows:

- A. The repayment of SBCWD's outstanding obligation to the US Bureau of Reclamation under Section 4011 of the Water Infrastructure Improvements for the Nation (WIIN Act). Repayment obligation to the Bureau is estimated at \$3,000,000.
- B. The payment of SBCWD retirement system's current Unfunded Actuarial Liability (UAL) in the approximate amount of \$2,600,000.

Proposed Bonds. Before pooling separate issues are to be structured for each of the two SBCWD items. The bonds to finance the SBCWD's WIIN Act obligation would be a tax-exempt issuance. The bonds to finance SBCWD's UAL obligation would be issued as federally taxable bonds. Both the tax exempt (WIIN) and the taxable (UAL) bonds would be secured by a general pledge of all net revenues of the SBCWD.

Ratings and Credit Enhancement. It is anticipated that underlying credit rating for SBCWD would be requested from S&P Global. Competitive bids will be sought from the two bond insurance firms for credit enhancement and a surety reserve. If the bonds qualify for bond insurance, the bonds would be assigned "AA" credit ratings (which would serve to reduce borrowing rates, unless your underlying credit rating is already "AA"). The surety reserve would replace the need for a cash funded reserve requirement (which surety reserve is usually an amount equal to 2-4% of the amount of the cash funded reserve requirement), also serving to reduce bond issue size and therefore lower debt service costs.

Bond Structure and Uses of Funds. We are showing a typical structure in today's market which sets coupon rates at levels higher than corresponding market yields for each maturity which produces premium to lower than total principal amounts of the bonds. The following provides the sources and uses of each scenario and the respective results. For the WIIN bonds we are providing two scenarios, one with a 10-year final maturity and the other with a 15-year maturity. For the UAL bonds one scenario is with a final maturity of 15-years and the other with a 20-year final maturity.

WIIN		
Sources	10-Year	15-Year
Par Amount	\$2,805,000.00	\$2,800,000.00
Premium	<u>338,964.85</u>	<u>343,889.45</u>
Total Sources	\$3,143,964.85	\$3,143,889.45
Uses		
Gross Basic Costs	\$3,000,000.00	\$3,000,000.00
Underwriters Fees	30,855.00	30,800.00
Bond Insurance Premium	31,104.00	34,014.60
Bond Surety Reserve	12,096.00	8,818.60
Costs of Issuance & Other	<u>69,909.85</u>	<u>70,256.25</u>
Total Uses	\$3,143,964.85	\$3,143,889.45

UAL		
Sources	15-Year	20-Year
Par Amount	\$2,500,000.00	\$2,520,000.00
Premium	<u>240,428.70</u>	<u>219,925.15</u>
Total Sources	\$2,740,428.70	\$2,739,925.15
Uses		
Gross Basic Costs	\$2,600,000.00	\$2,600,000.00
Underwriters Fees	27,500.00	27,720.00
Bond Insurance Premium	30,366.00	33,384.60
Bond Surety Reserve	7,872.67	6,491.45
Costs of Issuance & Other	<u>74,690.00</u>	<u>72,329.00</u>
Total Uses	\$2,740,428.70	\$2,739,925.15

Bond Summary:

The following is a summary of the interest rates and debt services for each of the four scenarios.

	WIIN		UAL	
	<u>10-Year</u>	<u>15-Year</u>	<u>15-Year</u>	<u>20-Year</u>
Net Interest Cost (NIC)	2.298%	2.860%	3.164%	3.466%
True Interest Cost (TIC)	2.154%	2.681%	3.016%	3.324%
All Inclusive (TIC)	2.598%	2.995%	3.382%	3.615%
Average Annual Debt Service	<u>\$345,600.00</u>	<u>\$251,960.00</u>	<u>\$224,933.00</u>	<u>\$185,470.00</u>
Total Debt Service	\$3,456,000.00	\$3,779,400.00	\$3,374,000.00	\$3,709,400.00

These results are based upon estimates of market conditions and assumptions as to cost of insurance and ratings. Additionally, if more financings can be qualified to be added to the pool without adversely affecting SBCWD issues, further benefits could be reflected in the final results.

RESOLUTION NO. 2020-18

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN BENITO COUNTY WATER DISTRICT OF PRELIMINARY
INTENTION TO PROCEED WITH REFINANCING OF CALPERS
AND WIIN ACT OBLIGATIONS, AND APPOINTING A FINANCIAL ADVISOR AND
BOND COUNSEL IN CONNECTION THEREWITH**

WHEREAS, the San Benito County Water District (the “District”) is a contracting member of the California Public Employees' Retirement System (“CalPERS”), and is obligated by law to make certain payments to CalPERS in respect of retired safety employees (the “Pension Plan”); and

WHEREAS, the District is legally obligated under the Pension Plan to pay any unfunded accrued liability (the “UAL”), which is the amount by which CalPERS is short of the amount that will be necessary, without further payments from the District, to pay benefits already earned by current and former employees covered by CalPERS; and

WHEREAS, in accordance with the CalPERS most recent Actuarial Valuation Report (as of 06/30/2018), the District has a currently outstanding Miscellaneous Plan UAL obligation of approximately \$3 million, which is scheduled to be unevenly amortized over the next 25 years (the “UAL Obligation”); and

WHEREAS, the District desires to refinance its outstanding obligation to the US Bureau of Reclamation under Section 4011 of the Water Infrastructure Improvements for the Nation (the “WIIN Act”), which is presently outstanding in the approximate amount of \$3 million (the “WIIN Obligation,” and together with the UAL Obligation, the “Obligations”); and

WHEREAS, the Board of Directors (the “Board”), after due investigation and deliberation, has determined that it is in the public interests of the District at this time to consider the refinancing part or all of the Obligations (the “Refinancing”); and

WHEREAS, the District is authorized under the provisions of Articles 10 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53570 of said Code (the “Bond Law”), to enter into loan agreements for the purpose of refinancing certain outstanding obligations of the District, including the Obligations; and

WHEREAS, in order to efficiently accomplish the Refinancing, the District desires to appoint Caldwell Sutter Capital, Inc. as Financial Advisor and The Weist Law Firm as Bond Counsel to provide the necessary professional services in connection therewith; and

NOW, THEREFORE BE IT RESOLVED AND ORDERED BY THE BOARD OF DIRECTORS OF THE SAN BENITO COUNTY WATER DISTRICT THAT:

Section 1. Recitals and Findings. The Board hereby specifically finds and declares that each of the statements, findings and determinations of the District set forth in the recitals set forth above are true and correct and that the Refinancing will result in public benefits to the District and its ratepayers.

Section 2. Preliminary Intention to Proceed. The Board hereby determines that it is necessary and desirable to proceed with the Refinancing, subject to final authorization thereof by resolution of the District at a subsequent meeting held for such purpose. This Resolution does not bind the District to ultimately provide for the Refinancing.

Section 3. Authorized Representatives. The President, Vice President, General Manager and any other person authorized by the General Manager to act on behalf of the District shall each be an "Authorized Representative" of the District for the purposes of structuring and providing for the matter to be brought back to the Board for further consideration, and are hereby authorized, jointly and severally, in each of their discretion, to effectuate the actions which the Board has approved in this Resolution.

Section 4. Professional Services. The Board hereby appoints Caldwell Sutter Capital, Inc., as Financial Advisor, and The Weist Law Firm, as Bond Counsel, in connection with the Refinancing described in this Resolution. The General Manager is authorized and directed to execute agreements with these firms in the respective forms on file with the Secretary to the Board.

Section 5. Effective Date. This Resolution shall take effect from and after the date of its passage and adoption.

PASSED AND ADOPTED by the Board of Directors of the San Benito County Water District at a meeting thereof on the 28th day of October 2020, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

John Tobias
President

ATTEST:

Sara Singleton
Assistant Manager

**San Benito County Water District
Agenda Transmittal**

Agenda Item: 8

Meeting Date: October 28, 2020

Submitted By: Jeff Cattaneo

Presented By: Jeff Cattaneo

Agenda Title: Discuss and Consider Authorizing District Manager Execute Amendment 16 with HDR to Support Alternative Long-Term Water Supply Option Evaluations (NTE \$83,730)

Detailed Description: The Pacheco Reservoir Expansion Project (PREP) has the potential to be a key component of the District's long-term water supply portfolio. Diversity in water supply sources are essential to a minimize impacts from shortages due to drought or interruptions in supply sources. Identified in the Hollister Urban Area Water and Wastewater Master Plan (HUAWWMP), additional water options including storage will provide the District a source of water to meet future demands. PREP would allow the District to more fully utilize its Central Valley Project (CVP) allocations during above normal to wet years.

As a part of the District's due diligence, evaluating PREP against other water supply options will be necessary. Previously, the District has been working with HDR to evaluate PREP and other water supply options.

The main objective of this HDR task order is to support the District's water supply projects, including the PREP and other alternative water supply projects. This work will expand on the previous work to more fully explore groundwater storage options, including supporting Todd Groundwater in their effort to evaluate groundwater percolation and direct injection alternatives.

The scope of work as developed by staff and HDR includes:

1 – Water Storage Alternatives, HDR will evaluate up to four water storage alternatives including, expansion of San Justo, Expanding Paicines Reservoir, a new reservoir at the existing Hawkins Reservoir, and a new Lone Tree/Santa Ana Valley reservoir.

2 – Percolation and Injection Alternatives, HDR will up to two alternatives, which includes percolations ponds in the McCloskey Road area, and the existing Southside Quarry.

BOARD AGENDA MEMO

DATE: October 21, 2020

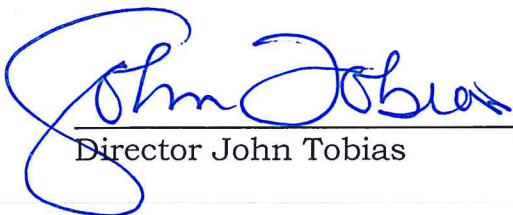
TO: Board of Directors

FROM: Zone 6 Water Supply Committee (John Tobias/Sonny Flores)

SUBJECT: Recommendation to the Board, Amendment #16, from HDR for the Evaluation and Water Supply and Storage Alternatives and Authorize the District Manager to sign Amendment (NTE \$83,730)

The Zone 6 Water Supply Committee met on October 21, 2020 and staff reviewed the Evaluation and Water Supply Storage Alternative proposed by HDR.

The Zone 6 Water Supply Committee recommends Board approval of Amendment #16, from HDR, for the Evaluation and Water Supply and Storage Alternatives and Authorize the District Manager to sign Amendment (NTE \$83,730)



Director John Tobias



Director Sonny Flores



September 24, 2020

Mr. Jeff Cattaneo, General Manager
San Benito County Water District
30 Mansfield Road
Hollister, CA 95023

Subject: Evaluation of Water Supply and Storage Alternatives

Dear Mr. Cattaneo:

In response to your request, I am pleased to submit this proposal to provide an evaluation of water supply and storage alternatives for the District. The primary purpose of this evaluation is to provide the District with storage capacity and yield of the storage or supply alternatives, perform feasibility analysis, and provide a planning-level cost estimate to screen alternatives for further detailed evaluation. This effort is consistent with ongoing planning efforts by the District to identify new local water supply and storage alternatives.

The detailed scope of work is included in Exhibit A. The work included in the scope of work will be completed at a cost not to exceed \$83,730 without prior authorization. Exhibit B includes a detailed budget and hourly rate schedule. The terms and conditions for the work are included in Exhibit C. The work will be completed within 120 days following notice to proceed, assuming receipt of a notice to proceed by October 1, 2020.

If you accept this proposal, please sign the following page and return a copy of this letter and the signed page for our files, which will serve as our notice to proceed. I appreciate the opportunity to provide this proposal to the District and look forward to working with you on this project.

Sincerely,
HDR ENGINEERING, INC.

A handwritten signature in black ink, appearing to read 'H. Kennedy', with a long horizontal flourish extending to the right.

Holly L.L. Kennedy, PE (CA)
Senior Vice President

AR:pk/20-10255190

hdrinc.com

100 Pringle Avenue, Suite 400, Walnut Creek, CA 94596-7326
T 925.974.2500

Mr. Jeff Cattaneo
September 24, 2020
Page 2

This Proposal is executed this _____ day of _____, 2020.

San Benito County Water District

HDR ENGINEERING, INC.

"OWNER"

"ENGINEER"

BY:

BY:

H. Kennedy

NAME:

NAME: Holly L.L. Kennedy

TITLE:

TITLE: Senior Vice President

EXHIBIT A

SCOPE OF WORK

Task 1 – Storage and Supply Alternative Evaluation

This task includes the evaluation of local, high quality water supply and storage alternatives to provide dry year reliability to the District. Each of the alternatives will be evaluated for project feasibility, total storage, and water yield available. Evaluation will include preliminary siting and layouts of the facilities required. Project implementation risks, such as water quality concerns, environmental issues, and permitting requirements, will be identified. A planning-level capital cost estimate will be prepared for each alternative. Existing screening criteria developed during ongoing planning processes with the District will be used to select alternatives for further analysis and facility plan development. The alternatives determined under the following subtasks will be evaluated.

Task 1.1 – Water Storage Alternatives

HDR will evaluate up to four water storage alternatives. This will include evaluation of expanding the existing San Justo Reservoir, existing Paicines Reservoir, a new reservoir at the existing Hawkins Reservoir site, and a new offstream reservoir at Lone Tree Way. Previous work completed by HDR for Hawkins Reservoir and Paicines Reservoir storage capacity will be carried forward as part of this evaluation.

Task 1.2 - Percolation and Injection Alternatives

This task consists of evaluation of percolation ponds and aquifer storage and recovery (ASR) injection wells for aquifer storage.

- HDR will evaluate up to two alternatives, which includes percolation ponds at McCloskey Road and conversion of the existing Granite Rock quarry.
- Potential injection wells for storing water in the aquifer will be evaluated as another alternative. The size, location, and number of injection wells required will be determined. To meet regulatory requirements that may require water treatment before injecting it into the aquifer, a new water treatment plant may be required. Level of effort will include planning-level analysis of appropriate size of the water treatment plant, facilities required, and type and size of treatment processes required. A siting analysis will be performed to determine the location of the water treatment plant, and planning-level capital costs will be developed based on parametric estimation. No individual facility level sizing or site plan will be developed. Evaluation will also include pipeline and pumping stations required to bring Central Valley Project (CVP) water to the water treatment plant and to pump treated water to a separate injection well site, if required.

Task 1.3 - Groundwater Supply Alternatives

HDR will evaluate up to three groundwater supply alternatives. These include new Phase 2 groundwater wells in the North Area, in lieu water banking strategy, and groundwater demineralization of existing wells that supply Municipal & Industrial (M&I) customers. Existing evaluation of each of these alternatives from previous studies will be carried forward without additional evaluation. Existing cost estimates will be updated to reflect current market conditions.

The level of effort under this task includes a virtual kick-off meeting and up to four virtual progress meetings attended by up to three HDR staff. Each meeting is up to an hour in length.

Assumptions:

1. HDR will not perform groundwater modeling to determine percolation pond or injection well yield. It is assumed that this modeling will be provided by the District's groundwater modeling consultant.
2. District will coordinate with the District's groundwater modeling consultant to obtain required information.
3. District will coordinate with United States Bureau of Reclamation as required for storage analysis.

Task 2 – Technical Memorandum

The results of the tasks above will be incorporated into a Draft and Final Technical Memorandum (TM). The TM will include identification and evaluation of the alternatives, screening criteria development that includes consideration of capital cost per acre-feet of storage and yield available, preliminary siting and layouts, and conclusions and recommendations for further evaluation. An Association for Advancement of Cost Engineering (AACE) Class 5 cost estimate will also be included. The level of effort includes one virtual one-hour deliverable review meeting with the District to review the results of the Draft TM, to be attended by up to three HDR team members.

Task 3 – Project Management

This task includes regular communication with District staff, budget and schedule monitoring, preparation of monthly invoices and progress reports, and quality assurance/quality control. The level of effort is based on a four-month project duration.

EXHIBIT B

RATE SCHEDULE AND BUDGET

Project Budget Worksheet
San Benito County Water District - Evaluation of Water Supply and Storage Alternatives

	QC/Project Principal	Project Manager	Project Engineer	Staff Engineer	Project Accountant	Project Coordinator	Total HDR Labor Hours	HDR Labor Cost	Direct Cost/Expenses	Total Cost
	RESOURCES	Stratton	Kennedy	Ravi	Sorouri	Wolfe	Jones			
1	Storage and Supply Alternatives Evaluation							\$ -		\$ -
1.1	Water Storage Alternatives	4	12	25	18		59	\$ 12,500		\$ 12,500
1.2	Percolation and Injection Alternatives	16	24	60	30		130	\$ 28,630		\$ 28,630
1.3	Groundwater Supply Alternatives		10	40	10		60	\$ 12,530		\$ 12,530
2	Draft and Final Technical Memorandum	4	12	60	40		122	\$ 23,390	\$ 200	\$ 23,590
3	Project Management	3	4	10		16	35	\$ 6,280	\$ 200	\$ 6,480
TOTALS		27	62	195	98	16	406	\$ 83,330.00	\$ 400.00	\$ 83,730.00
Total Project Fee										\$ 83,730

Rate Schedule

<u>Name</u>	<u>Title</u>	<u>Hourly Rate</u>
H. Kennedy	Project Manager	\$300
R. Stratton	Sr. Project Engineer	\$310
A. Ravi	Project Engineer	\$200
A. Xu/S. Sorouri	Staff Engineer	\$145
N. Wolfe	Project Controls	\$115
A. Jones	Project Coordinator	\$105

Rates include current overhead rate plus profit and are adjusted by an average of 3.5% annually on January 1st

EXPENSES

In-House Expenses

Vehicle Mileage (per mile)	Current Federal Travel Regulation (FTR)
Other Travel (e.g., airfare, fuel charges, parking, ride share, lodging, meals, rental/leased vehicle, etc.)	at cost
Black/White Photocopies (per copy)	\$0.05 to \$0.09
Color Copy (per copy)	\$0.15 to \$0.30
Bond Plotting – Black/White (per square foot)	\$0.15
Bond Plotting – Color (per square foot)	\$0.90

Please note that expenses and subconsultants are charged with a five percent markup.

Exhibit C

TERMS AND CONDITIONS

HDR Engineering, Inc. Terms and Conditions for Professional Services

1. STANDARD OF PERFORMANCE

The standard of care for all professional engineering, consulting and related services performed or furnished by ENGINEER and its employees under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under the same or similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.

2. INSURANCE/INDEMNITY

ENGINEER agrees to procure and maintain, at its expense, Workers' Compensation insurance as required by statute; Employer's Liability of \$250,000; Automobile Liability insurance of \$1,000,000 combined single limit for bodily injury and property damage covering all vehicles, including hired vehicles, owned and non-owned vehicles; Commercial General Liability insurance of \$1,000,000 combined single limit for personal injury and property damage; and Professional Liability insurance of \$1,000,000 per claim for protection against claims arising out of the performance of services under this Agreement caused by negligent acts, errors, or omissions for which ENGINEER is legally liable. If flying an Unmanned Aerial System (UAS or drone), ENGINEER will procure and maintain aircraft unmanned aerial systems insurance of \$1,000,000 per occurrence. OWNER shall be made an additional insured on Commercial General and Automobile Liability insurance policies and certificates of insurance will be furnished to the OWNER. ENGINEER agrees to indemnify OWNER for third party personal injury and property damage claims to the extent caused by ENGINEER's negligent acts, errors or omissions. However, neither Party to this Agreement shall be liable to the other Party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to any such damages caused by the negligence, errors or omissions, strict liability or breach of contract.

3. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Any opinions of probable project cost or probable construction cost provided by ENGINEER are made on the basis of information available to ENGINEER and on the basis of ENGINEER's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions, ENGINEER does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost ENGINEER prepares.

4. CONSTRUCTION PROCEDURES

ENGINEER's observation or monitoring portions of the work performed under construction contracts shall not relieve the contractor from its responsibility for performing work in accordance with applicable contract documents. ENGINEER shall not control or have charge of, and shall not be responsible for, construction means, methods, techniques, sequences, procedures of construction, health or safety programs or precautions connected with the work and shall not manage, supervise, control or have charge of construction. ENGINEER shall not be responsible for the acts or omissions of the contractor or other parties on the project. ENGINEER shall be entitled to review all construction contract documents and to require that no provisions extend the duties or liabilities of ENGINEER

beyond those set forth in this Agreement. OWNER agrees to include ENGINEER as an indemnified party in OWNER's construction contracts for the work, which shall protect ENGINEER to the same degree as OWNER. Further, OWNER agrees that ENGINEER shall be listed as an additional insured under the construction contractor's liability insurance policies.

5. CONTROLLING LAW

This Agreement is to be governed by the law of the state where ENGINEER's services are performed.

6. SERVICES AND INFORMATION

OWNER will provide all criteria and information pertaining to OWNER's requirements for the project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations. OWNER will also provide copies of any OWNER-furnished Standard Details, Standard Specifications, or Standard Bidding Documents which are to be incorporated into the project.

OWNER will furnish the services of soils/geotechnical engineers or other consultants that include reports and appropriate professional recommendations when such services are deemed necessary by ENGINEER. The OWNER agrees to bear full responsibility for the technical accuracy and content of OWNER-furnished documents and services.

In performing professional engineering and related services hereunder, it is understood by OWNER that ENGINEER is not engaged in rendering any type of legal, insurance or accounting services, opinions or advice. Further, it is the OWNER's sole responsibility to obtain the advice of an attorney, insurance counselor or accountant to protect the OWNER's legal and financial interests. To that end, the OWNER agrees that OWNER or the OWNER's representative will examine all studies, reports, sketches, drawings, specifications, proposals and other documents, opinions or advice prepared or provided by ENGINEER, and will obtain the advice of an attorney, insurance counselor or other consultant as the OWNER deems necessary to protect the OWNER's interests before OWNER takes action or forebears to take action based upon or relying upon the services provided by ENGINEER.

7. SUCCESSORS, ASSIGNS AND BENEFICIARIES

OWNER and ENGINEER, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the covenants of this Agreement. Neither OWNER nor ENGINEER will assign, sublet, or transfer any interest in this Agreement or claims arising therefrom without the written consent of the other. No third party beneficiaries are intended under this Agreement.

8. RE-USE OF DOCUMENTS

All documents, including all reports, drawings, specifications, computer software or other items prepared or furnished by ENGINEER pursuant to this Agreement, are instruments of service with respect to the project. ENGINEER retains ownership of all such documents. OWNER may retain copies of the documents for its information and reference in connection with the project; however, none of the documents are intended or represented to be suitable for reuse by OWNER or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER will defend, indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses, including attorney's fees, arising or resulting therefrom. Any such verification or adaptation will

entitle ENGINEER to further compensation at rates to be agreed upon by OWNER and ENGINEER.

9. TERMINATION OF AGREEMENT

OWNER or ENGINEER may terminate the Agreement, in whole or in part, by giving seven (7) days written notice to the other party. Where the method of payment is "lump sum," or cost reimbursement, the final invoice will include all services and expenses associated with the project up to the effective date of termination. An equitable adjustment shall also be made to provide for termination settlement costs ENGINEER incurs as a result of commitments that had become firm before termination, and for a reasonable profit for services performed.

10. SEVERABILITY

If any provision of this agreement is held invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term or condition shall not be construed by the other party as a waiver of any subsequent breach of the same provision, term or condition.

11. INVOICES

ENGINEER will submit monthly invoices for services rendered and OWNER will make payments to ENGINEER within thirty (30) days of OWNER's receipt of ENGINEER's invoice.

ENGINEER will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by OWNER's auditors upon request.

If OWNER disputes any items in ENGINEER's invoice for any reason, including the lack of supporting documentation, OWNER may temporarily delete the disputed item and pay the remaining amount of the invoice. OWNER will promptly notify ENGINEER of the dispute and request clarification and/or correction. After any dispute has been settled, ENGINEER will include the disputed item on a subsequent, regularly scheduled invoice, or on a special invoice for the disputed item only.

OWNER recognizes that late payment of invoices results in extra expenses for ENGINEER. ENGINEER retains the right to assess OWNER interest at the rate of one percent (1%) per month, but not to exceed the maximum rate allowed by law, on invoices which are not paid within thirty (30) days from the date OWNER receives ENGINEER's invoice. In the event undisputed portions of ENGINEER's invoices are not paid when due, ENGINEER also reserves the right, after seven (7) days prior written notice, to suspend the performance of its services under this Agreement until all past due amounts have been paid in full.

12. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by ENGINEER are estimates to perform the services required to complete the project as ENGINEER understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. ENGINEER will inform OWNER of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, an equitable adjustment shall be made, and the Agreement modified accordingly.

13. CONTROLLING AGREEMENT

These Terms and Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document.

14. EQUAL EMPLOYMENT AND NONDISCRIMINATION

In connection with the services under this Agreement, ENGINEER agrees to comply with the applicable provisions of federal and state Equal Employment Opportunity for individuals based on color, religion, sex, or national origin, or disabled veteran, recently separated veteran, other protected veteran and armed forces service medal veteran status, disabilities under provisions of executive order 11246, and other employment, statutes and regulations, as stated in Title 41 Part 60 of the Code of Federal Regulations § 60-1.4 (a-f), § 60-300.5 (a-e), § 60-741 (a-e).

15. HAZARDOUS MATERIALS

OWNER represents to ENGINEER that, to the best of its knowledge, no hazardous materials are present at the project site. However, in the event hazardous materials are known to be present, OWNER represents that to the best of its knowledge it has disclosed to ENGINEER the existence of all such hazardous materials, including but not limited to asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location of such hazardous materials. It is acknowledged by both parties that ENGINEER's scope of services do not include services related in any way to hazardous materials. In the event ENGINEER or any other party encounters undisclosed hazardous materials, ENGINEER shall have the obligation to notify OWNER and, to the extent required by law or regulation, the appropriate governmental officials, and ENGINEER may, at its option and without liability for delay, consequential or any other damages to OWNER, suspend performance of services on that portion of the project affected by hazardous materials until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the hazardous materials; and (ii) warrants that the project site is in full compliance with all applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous materials, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the project site in connection with ENGINEER's services under this Agreement. If ENGINEER's services hereunder cannot be performed because of the existence of hazardous materials, ENGINEER shall be entitled to terminate this Agreement for cause on 30 days written notice. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, its officers, directors, partners, employees, and subconsultants from and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from hazardous materials, provided that (i) any such cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of tangible property (other than completed Work), including the loss of use resulting therefrom, and (ii) nothing in this paragraph shall obligate OWNER to indemnify any individual or entity from and against the consequences of that individual's or entity's sole negligence or willful misconduct.

16. EXECUTION

This Agreement, including the exhibits and schedules made part hereof, constitute the entire Agreement between ENGINEER and OWNER, supersedes and controls over all prior written or oral

understandings. This Agreement may be amended, supplemented or modified only by a written instrument duly executed by the parties.

17. ALLOCATION OF RISK

OWNER AND ENGINEER HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING ENGINEER'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS, SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF ENGINEER (AND ITS RELATED CORPORATIONS, SUBCONSULTANTS AND EMPLOYEES) TO OWNER AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE LESSER OF \$1,000,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF ENGINEER'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY.

18. LITIGATION SUPPORT

In the event ENGINEER is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a legal or dispute resolution proceeding to which ENGINEER is not a party, OWNER shall reimburse ENGINEER for reasonable costs in responding and compensate ENGINEER at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

19. NO THIRD PARTY BENEFICIARIES

No third party beneficiaries are intended under this Agreement. In the event a reliance letter or certification is required under the scope of services, the parties agree to use a form that is mutually acceptable to both parties.

20. UTILITY LOCATION

If underground sampling/testing is to be performed, a local utility locating service shall be contacted to make arrangements for all utilities to determine the location of underground utilities. In addition, OWNER shall notify ENGINEER of the presence and location of any underground utilities located on the OWNER's property which are not the responsibility of private/public utilities. ENGINEER shall take reasonable precautions to avoid damaging underground utilities that are properly marked. The OWNER agrees to waive any claim against ENGINEER and will indemnify and hold ENGINEER harmless from any claim of liability, injury or loss caused by or allegedly caused by ENGINEER's damaging of underground utilities that are not properly marked or are not called to ENGINEER's attention prior to beginning the underground sampling/testing.

21. UNMANNED AERIAL SYSTEMS

If operating UAS, ENGINEER will obtain all permits or exemptions required by law to operate any UAS included in the services. ENGINEER's operators have completed the training, certifications and licensure as required by the applicable jurisdiction in which the UAS will be operated. OWNER will obtain any necessary permissions for ENGINEER to operate over private property, and assist, as necessary, with all other necessary permissions for operations.

22. OPERATIONAL TECHNOLOGY SYSTEMS

OWNER agrees that the effectiveness of operational technology systems ("OT Systems") and features designed, recommended or assessed by ENGINEER are dependent upon OWNER's continued operation and maintenance of the OT Systems in accordance with all standards, best practices, laws, and regulations that govern the operation and maintenance of the OT Systems. OWNER shall be solely responsible for operating and maintaining the OT System in accordance with applicable industry standards (i.e. ISA, NIST, etc.) and best practices, which generally include but are not limited to,

cyber security policies and procedures, documentation and training requirements, continuous monitoring of assets for tampering and intrusion, periodic evaluation for asset vulnerabilities, implementation and update of appropriate technical, physical, and operational standards, and offline testing of all software/firmware patches/updates prior to placing updates into production. Additionally, OWNER recognizes and agrees that OT Systems are subject to internal and external breach, compromise, and similar incidents. Security features designed, recommended or assessed by ENGINEER are intended to reduce the likelihood that OT Systems will be compromised by such incidents. However, ENGINEER does not guarantee that OWNER's OT Systems are impenetrable and OWNER agrees to waive any claims against ENGINEER resulting from any such incidents that relate to or affect OWNER's OT Systems.

23. FORCE MAJEURE

ENGINEER shall not be responsible for delays caused by factors beyond ENGINEER's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, government ordered industry shutdowns, power or server outages, acts of nature, widespread infectious disease outbreaks (including, but not limited to epidemics and pandemics), failure of any governmental or other regulatory authority to act in a timely manner, failure of the OWNER to furnish timely information or approve or disapprove of ENGINEER's services or work product, or delays caused by faulty performance by the OWNER's or by contractors of any level or any other events or circumstances not within the reasonable control of the party affected, whether similar or dissimilar to any of the foregoing. When such delays beyond ENGINEER's reasonable control occur, the OWNER agrees that ENGINEER shall not be responsible for damages, nor shall ENGINEER be deemed in default of this Agreement, and the parties will negotiate an equitable adjustment to ENGINEER's schedule and/or compensation if impacted by the force majeure event or condition.

**San Benito County Water District
Agenda Transmittal**

Agenda Item: 9

Meeting Date: October 28, 2020

Submitted By: Jeff Cattaneo

Presented By: Jeff Cattaneo

Agenda Title: Discuss and Consider Awarding a Contract to MCC Controls LLC DBA Primex for the Scada Programmable Logic Controller Upgrades and Authorizing the District Manager to Execute all Documents Necessary (NTE \$30,380)

Detailed Description: Originally completed in 1987, the District's telemetry communications system from remote sites to the District consisted of a hardwired buried system and Texas Instruments (TI) Programmable Logic Controllers (PLC).

We are now at the point that TI is no longer supporting the PLC's and replacement PLC's are not available. The District has 18 Remote Terminal Units (RTU) that house the PLC's. Staff recommends taking one of the simpler RTU's and replace the old TI-PLC with a modern PLC.

The process of taking a simpler RTU and replacing it with a modern PLC will give Primex insight into replacing the PLC's in the remaining 17 RTU's presumably reducing the overall cost of the replacements.

District staff requests the Board review and authorize the District Manager to execute all documents necessary to award a contract to Primex in the amount of \$30,380.

Materials Included: Proposal from Primex Contract

Financial Impact: ☒ Yes ☐ No

Funding Source/ Recap:

Recommendation: Approve the project authorization in the amount of \$30,820 and authorize the District Manager to execute an agreement with MCC Controls DBA Primex.

Action Required: ☐ Resolution ☒ Motion ☐ Review

Board Action

_____ Resolution No. ____ Motion By _____ Second By _____

Ayes _____ Abstained _____

Noes _____ Absent _____

Reagendized _____ Date _____ No Action Taken _____

SAN BENITO COUNTY WATER DISTRICT PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT made and entered into this 28th day of October 2020, by and between the San Benito County Water District, ("District,") and MCC Controls, LLC DBA Primex, ("Consultant").

1. Description of Project: District desires to undertake the upgrade to the Scada Programmable Logic Controller at RTU 19 ("the project") and to engage Consultant to provide the required professional services relating to the project.

2. Scope of Services - Basic; Completion: Consultant shall perform those basic services in connection with the project as are set forth more particularly in EXHIBIT "A" entitled "SCOPE OF CONSULTANT SERVICES - BASIC, COMPLETION SCHEDULE" and shall complete said services in accordance with the completion schedule for them incorporated in said Exhibit.

3. Scope of Services - Additional, Completion Schedule: It is understood by District and Consultant that it may be necessary, in connection with the project, for Consultant to perform or secure the performance of services other than those set forth in EXHIBIT "A". In each such instance, Consultant shall advise the District, in advance and in writing, of the need for such additional services, their cost and the estimated time required to perform them (if applicable). Consultant shall not proceed to perform any such required additional services until District has determined that such service is beyond the scope of the basic services to be provided, is required, and has given written authorization to perform or obtain it. Each additional service so authorized shall constitute an amendment to this Agreement, shall be identified and sequentially numbered as "Additional Consultant Service Order No. 1" and so forth, shall be subject to all of the provisions of this Agreement, and shall be attached as EXHIBIT "D" entitled "SCOPE OF CONSULTANT SERVICES - ADDITIONAL; COMPLETION SCHEDULE."

4. Changes to Scope of Work - Basic Services: District may at any time and, upon a minimum of ten (10) days' written notice, modify the scope of basic services to be provided under this Agreement. Consultant shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify District in writing. Upon agreement between District and Consultant as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by District and Consultant shall constitute the Consultant's notice to proceed with the changed scope.

5. Compensation; Retention: Consultant shall be compensated for services rendered to District pursuant to this Agreement periodically in the amounts, manner and in accordance with the payment schedule as set forth in EXHIBIT "B" entitled "COMPENSATION." Amounts due to Consultant from District for services rendered shall be evidenced by the submission to District by Consultant of an invoice, prepared in a form satisfactory to District, setting forth the amount of compensation due for the period covered. Invoices, including the paid invoices of any

subconsultants shall, at a minimum set forth the hours and hourly rates of each individual charged to the Project for the invoice period. Compensation shall not include the cost of executive, administrative and other personnel whose time is not directly identifiable to the Project. Each such invoice shall be forwarded to District so as to reach it on or before the fifteenth (15th) day of the month next following the month or months, or other applicable period, for which the services invoiced were provided. All such invoices shall be in full accordance with any and all applicable provisions of this Agreement. District will make payment on each such invoice within thirty (30) days of its receipt, provided however that if Consultant submits an invoice which is incorrect, incomplete, or not in accordance with the provisions of this Agreement, then District shall not be obligated to process any payment to Consultant until a correct and complying invoice has been submitted.

6. Responsibility of Consultant: By executing this Agreement, Consultant warrants to District that Consultant possesses, or will arrange to secure from others, all of the professional capabilities, experience, resources and facilities necessary to provide to District the services contemplated under this Agreement. Consultant further warrants that it will follow the highest current, generally accepted professional care, skill, diligence and practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project for which services are rendered under this Agreement and that the Consultant shall, at no cost to the District, re-perform services which fail to satisfy the foregoing Standard of Care.

7. Responsibility of District: To the extent appropriate to the project contemplated by this Agreement, District shall:

7.1 Assist Consultant by placing at its disposal all available information pertinent to the project, including previous reports and any other relevant data.

7.2 Guarantee access to and make all provision for Consultant to enter upon public and private property as required for Consultant to perform its services.

7.3 Examine all studies, reports, specifications, proposals and other documents prepared and presented by Consultant, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the progress of the work by Consultant.

7.4 Designate in writing a person to act as District's representative with respect to work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define District's policies and decision with respect to materials, equipment, elements and systems pertinent to Consultant's services.

8. Indemnification: Consultant shall hold District, its officers, boards and commissions, and members thereof, its employees and agents (collectively "District"), harmless of and free from the negligent acts, errors and omissions of Consultant arising out of its performance of the services provided under this Agreement. Should District be named in any suit, or should

any claim be made against District by suit or otherwise arising out of this Agreement, or Consultant's negligent acts, errors and omissions in its performance of the services provided for by this Agreement, Consultant shall defend and indemnify the District for any judgment rendered against District or by any sums paid out in settlement or otherwise, but only to the extent caused by the negligent act, error or omission in the rendering of services under this contract.

9. Insurance: During the term of this Agreement, Consultant shall maintain in full force and effect at its own cost and expense the following insurance coverage:

9.1 Workers' Compensation Insurance to cover its employees, and Consultant shall require all contractors and subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of the subcontractors' employees. Each Workers' Compensation policy shall be endorsed with the provision that it will not be canceled or altered without first giving thirty (30) days prior notice to the District by certified or registered mail.

9.2 Public Liability Insurance including personal injury and property damage insurance for all activities of the Consultant and its contractors and subcontractors arising out of or in connection with this contract, written on a comprehensive general liability form including, but not limited to, Broad Form Property Damage, blanket contractual, products liability and completed operations, hazards, vehicle coverage and non-owned auto liability coverage in an amount not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit personal injury and property damage for each occurrence.

9.3 Professional Liability Insurance Covering Errors and Omissions. The limits of coverage shall be no less than ONE MILLION DOLLARS (\$1,000,000) with a provision for no more than \$25,000 deductible. Consultant may not disclaim responsibility or avoid liability for the acts or omissions of its subcontractors or other professional consultants.

9.4 Certificates of Insurance and properly executed endorsements in a form acceptable to the District Counsel evidencing the coverage required by the clauses set forth above shall be filed with the District at the time of execution of this agreement. Each such policy shall be endorsed with the following language:

(1) The San Benito County Water District is named as additional insured for all liability arising out of the operations by or on behalf of the named insured, and this policy protects the additional insured, its officers, agents, and employees against liability for personal and bodily injuries, deaths or property damage or destruction arising in any respect, directly or indirectly, in the performance of the contract.

(2) The insurance provided is primary and no other insurance held or owned by the District shall be called upon to contribute to a loss.

(3) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured.

(4) The coverage provided by this policy shall not be canceled, non-renewed, or substantially reduced in amount or scope, without thirty (30) days prior to written notice given to the District by certified mail.

(5) All rights of subrogation are hereby waived against the District, its officers and employees when acting within the scope of their appointment or employment.

10. Confidentiality: All District information disclosed to Consultant during the course of performance of services under this Agreement shall be treated as confidential and shall not be disclosed to any other persons or parties except as authorized by District, or by law.

11. Conflict of Interest: Consultant warrants that neither Consultant, nor any of its employees, agents or subcontractors, have a conflict of interest with respect to the work to be performed under this Agreement, nor shall such individuals, during this term of this Agreement, acquire any interest which would conflict in any manner with the performances of services hereunder.

12. Nondiscrimination: During the performance of this Agreement, Consultant will not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex or age. Consultant will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, creed, color, national origin, sex or age.

13. Independent Contractor: District and Consultant agree that the relationship between them created by this Agreement is that of an employer-independent contractor. Consultant shall be solely responsible for the conduct and control of the work performed under this Agreement. Consultant shall be free to render professional consulting services to others during the term of this Agreement, so long as such activities do not interfere with or diminish Consultant's ability to fulfill the obligations established herein to District.

14. Commencement of Services: Consultant shall proceed with the project upon execution of this Agreement by the parties.

15. Notice to Proceed; Progress; Completion: Upon execution of this Agreement by the parties, District shall give Consultant written notice to proceed with the work. Such notice may authorize Consultant to render all of the services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, District shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultant shall diligently proceed with the work authorized and complete it within the agreed time period.

16. Ownership of Documents: Title to all documents, drawings, specifications, and the like with respect to work performed under this Agreement shall vest with District at such time as District has compensated Consultant, as provided herein, for the services rendered by Consultant in connection with which they were prepared.

17. Designation of Key Personnel: The individuals specified in the attached EXHIBIT "C" shall provide the services set forth herein, and shall be the persons primarily in charge of such work. Prior to the provision of work by any other individuals on this project, such other individuals shall first be approved, in writing, by the District Manager or his designee.

18. Mistake of Fact: Each party understands that if any fact with respect to any matter covered by this Agreement is found hereafter to be other or different from the facts now believed by that party to be true, such party expressly accepts and assumes the risk of such possible differences in fact and agrees that this Agreement shall be in all respects effective and not subject to termination or rescission by reason of any such difference in facts.

19. Term; Termination: The term of this Agreement shall commence upon District's issuance to Consultant of a notice to proceed for all or a portion of the work, as herein above provided, and shall terminate upon District's acceptance and payment for all or such portion of the work as was authorized by such notice, including any and all retention. Notwithstanding the foregoing, District may, in its sole discretion, terminate this Agreement at any time and for any reason whatsoever by giving at least ten (10) days prior written notice of such termination to Consultant. In this latter event, Consultant shall be entitled to compensation for all services rendered and work performed for District to the date of such termination.

20. General Provisions:

20.1 Access to Records: Consultant shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for District under this Agreement on file for at least one (1) year following the date of final payment to Consultant by District. Any duly authorized representative(s) of District shall have access to such records for the purpose of inspection, audit and copying at reasonable times, during Consultant's usual and customary business hours. Consultant shall provide proper facilities to District's representative(s) for access and inspection. Consultant shall be entitled to reasonable compensation for time and expenses relate to such access and inspection activities, which shall be considered to be an additional service to the District, falling under the provisions of SECTION 4 herein above.

20.2 Assignment: This Agreement is binding on the heirs, successors, and assigns of the parties hereto and shall not be assigned by either District or Consultant without the prior written consent of the other. Any attempt by Consultant to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

20.3 Compliance with Laws, Rules, Regulations: All services performed by Consultant pursuant to this Agreement shall be performed in full compliance with all applicable federal, state, and District laws, including any rules, standards or regulations promulgated thereunder.

20.4 Exhibits Incorporated: All Exhibits referred to in this Agreement and attached to it are hereby incorporated in it by this reference.

20.5 Integration; Amendment: This Agreement represents the entire understanding of District and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it. This Agreement may not be modified or altered except by amendment in writing sign by both parties.

20.6 Waiver/Validity: Consultant agrees that waiver by District of any one or more of the conditions of performance under this Agreement shall not be construed as waiver of any other condition of performance under this Agreement. The acceptance by the District of the performance of any work or services by Contractor shall not be deemed to be a waiver of any term or condition of this Agreement.

21. Jurisdiction: District and Consultant agree that the law governing this Agreement shall be that of the State of California. Any suit brought by either party against the other arising out of the performance of this Agreement shall be filed and maintained in the Municipal or Superior Court of the County of San Benito. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

22. Attorney's Fees: In the event any dispute between the parties hereto arising from or relating to this Agreement shall result in litigation, the prevailing party shall be entitled to all reasonable costs, including, but not limited to, actual attorney's fees.

23. Notice: Any notices, required to be given pursuant to this Agreement, shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service, addressed to the parties as follows:

- a. To District: San Benito County Water District
 P. O. Box 899
 Hollister, CA 95024-0899

- b. To Consultant: MCC Controls, LLC DBA Primex
 859 Cotting Court, Suite G
 Vacaville, CA 95688

Nothing hereinabove shall prevent either District or Consultant from personal deliver of any such notices to the other party.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

District:

CONSULTANT:

By: _____

By: _____

Title

Title

Date

Date



PRIMEX

859 Cotting Ct. Ste G
Vacaville, CA 95688

www.primexcontrols.com

Phone 707.449.0341
Fax 707.449.6333

Date: 10/16/2020
To: San Benito County Water District
Attention: Jeff Catten
From: Joseph Martell

PRIMEX Quote # 20201012JM1
Regarding: SBCWD RTU 19 PLC Upgrade Services
Terms: LUMP SUM

This proposal details all materials and services we intend to provide for the above referenced project.
Be sure to reference General Notes following the scope listing.
This proposal expires 45 days after the date noted above.

Scope of Work			
Item #	Qty.	Description	Line Item Price
1	Lot	Existing Panel Investigation Determine voltage & current requirements of existing IO Verify physical IO against existing documentation and PLC program Create and submit functional test forms for system verification after upgrade Create report of recommended PLC Replacement Hardware	\$ 3,540.00
2	Lot	Updated IO Drawings Update existing drawings, if available. Otherwise new drawings will be created detailing the PLC installation. This will include: Panel Layout, PLC power, PLC hardware layout, IO details. Note that drawings will not detail equipment outside of control panel or equipment that was not modified as part of this scope.	\$ 4,060.00
3	Lot	PLC Hardware Installation Remove existing PLC hardware Remove ancillary equipment as applicable Install new PLC equipment Re-terminate IO to new PLC, providing additional terminal blocks and circuit protection as required.	\$ 5,760.00
4	Lot	System Startup and Testing Migrate existing logic to new PLC platform Install new communication drivers for AB hardware (see item 6) Update existing SCADA system to use new communication driver Perform functional testing of newly installed PLC	\$ 13,490.00
5	Lot	Coordination and Project Management Coordinate with ELC to incorporate any new communication equipment Project management and scheduling.	\$ 1,520.00



859 Cotting Ct. Ste G
Vacaville, CA 95688

www.primexcontrols.com

Phone 707.449.0341
Fax 707.449.6333

6	Lot	Kepware AB Communication Suite Kepware TOP Server to communicate with AB equipment This is a one-time upgrade that will allow the SCADA systems to communicate with all of the upgraded locations. This cost will not be necessary when upgrading other sites. This software will add \$500 per year to the annual support contract with Wonderware.	\$ 2,010.00
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The total price for the scope of work above is: \$ 30,380.00

General Notes:

1. Prices quoted above include sales tax and travel to the jobsite.
2. Terms and Conditions of sale: Upon PRIMEX approval of customer credit, PRIMEX will extend 30-day payment terms on invoices for deliverables provided per this scope of work. Deliverables are FOB – PRIMEX Vacaville, CA, with freight allowed (unless specifically noted otherwise in this proposal). Customer may accept this proposal by signature here-on, or by separate purchase order.

Please call or email with any questions.

Sincerely,

Joseph Martell

**San Benito County Water District
Agenda Transmittal**

Agenda Item: 10

Meeting Date: October 28, 2020

Submitted By: David Macdonald, Assistant Engineer

Presented By: Garrett Haertel, Deputy District Engineer

Agenda Title: Discuss and Consider Approval of Drilling Contract with Maggiora Bros. Drilling, Inc. for the North County Groundwater Supply - Monitoring Well Installation Study (NTE \$133,740.00)

Detailed Description:

In October 2019 San Benito County Water District (SBCWD), the City of Hollister (COH), and Sunnyslope County Water District (SSCWD) executed a Memorandum of Understanding (MOU) regarding the Hollister Urban Area – Phase I North County Groundwater Supply Program. This MOU ensures cooperation and mutual support for successful and cost-effective implementation of the Master Plan Update. The 2017 Master Plan Update for the Hollister Urban Area recommended new water facilities including new wells to supply the northerly part of the combined COH and SSCWD water distribution system.

These recommendations were due in part to the COH experiencing water quality and fire flow demand issues in the service area near the airport (North County Area). The well that previously served this area has failed and been taken out of service. This area has limited routine demand causing extended residence time for the supply water in the current delivery piping, which can cause potential issues with regulated compounds. To mitigate these issues, and as stated in the MOU, a new monitoring well is proposed near the Hollister airport. This permanent monitoring well will be a SBCWD facility. SBCWD has collected water quality data from wells in the area and determined the location for this well. The site is recommended based on an existing well survey to install a test well near the intersection of Highway 156 and San Felipe Road on parcel 014-120-064. SBCWD has filed the California Environmental Quality Act (CEQA) Notice of Exemption (NOE) and has received bids to construct the monitoring well. The bid results are as follows:

Bidders	Bid Amount	Rank
Maggiora Bros. Drilling, Inc.	\$133,740.00	1
ABC Liovin Drilling, Inc.	\$234,875.00	2
Nor-Cal Pump & Well Drilling, Inc.	\$241,072.00	3
Eaton Drilling Co., Inc.	\$242,735.00	4
Pacific Coast Well Drilling	\$290,319.00	5

Prior Committee or Board Action(s):

Res. 2020-16 Notice of Exemption - North County Test Well
MOU – Hollister Urban Area – Phase I North County Groundwater Supply Program

Materials Included:

Copy of Contract
Bid Package and Addendums

Financial Impact: X Yes No
Installation of Test Well

Funding Source/ Recap:

600-1351-0226-151-02 – North Area Groundwater Supply Feasibility

Recommendation:

Staff recommends the Board approve the drilling contract with Maggiora Bros. Drilling, Inc. to install the North County Groundwater Supply – Monitoring Well for purposes of completing the North County Groundwater Supply – Monitoring Well Study.

Action Required: _____ Resolution X Motion _____ Review _____

Board Action

Resolution No. _____ Motion By _____ Second By _____

Ayes _____ Abstained _____

Noes _____ Absent _____

Reagendized _____ Date _____ No Action Taken _____

SAN BENITO COUNTY WATER DISTRICT PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT, made and entered into this 28th day of October 2020, by and between the San Benito County Water District, ("District,") and Maggiora Bros. Drilling, Inc., ("Consultant").

- 1. Description of Project:** District desires to undertake the North County Groundwater Supply Project – Monitoring Well Installation ("the project") and to engage Consultant to provide the required professional services relating to the project.
- 2. Scope of Services - Basic; Completion:** Consultant shall perform those basic services in connection with the project as are set forth more particularly in EXHIBIT "A" entitled "SCOPE OF CONSULTANT SERVICES - BASIC, COMPLETION SCHEDULE" and shall complete said services in accordance with the completion schedule for them incorporated in said Exhibit.
- 3. Scope of Services - Additional, Completion Schedule:** It is understood by District and Consultant that it may be necessary, in connection with the project, for Consultant to perform or secure the performance of services other than those set forth in EXHIBIT "A". In each such instance, Consultant shall advise the District, in advance and in writing, of the need for such additional services, their cost and the estimated time required to perform them (if applicable). Consultant shall not proceed to perform any such required additional services until District has determined that such service is beyond the scope of the basic services to be provided, is required, and has given written authorization to perform or obtain it. Each additional service so authorized shall constitute an amendment to this Agreement, shall be identified and sequentially numbered as "Additional Consultant Service Order No. 1" and so forth, shall be subject to all of the provisions of this Agreement, and shall be attached as EXHIBIT "D" entitled "SCOPE OF CONSULTANT SERVICES - ADDITIONAL; COMPLETION SCHEDULE."
- 4. Changes to Scope of Work - Basic Services:** District may at any time and, upon a minimum of ten (10) days' written notice, modify the scope of basic services to be provided under this Agreement. Consultant shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify District in writing. Upon agreement between District and Consultant as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by District and Consultant shall constitute the Consultant's notice to proceed with the changed scope.
- 5. Compensation; Retention:** Consultant shall be compensated for services rendered to District pursuant to this Agreement periodically in the amounts, manner and in accordance with the payment schedule as set forth in EXHIBIT "B" entitled "COMPENSATION." Amounts due to Consultant from District for services rendered shall be evidenced by the submission to District by Consultant of an invoice, prepared in a form satisfactory to District, setting forth the amount of compensation due for the period covered. Invoices, including the paid invoices of any

subconsultants shall, at a minimum set forth the hours and hourly rates of each individual charged to the Project for the invoice period. Compensation shall not include the cost of executive, administrative and other personnel whose time is not directly identifiable to the Project. Each such invoice shall be forwarded to District so as to reach it on or before the fifteenth (15th) day of the month next following the month or months, or other applicable period, for which the services invoiced were provided. All such invoices shall be in full accordance with any and all applicable provisions of this Agreement. District will make payment on each such invoice within thirty (30) days of its receipt, provided however that if Consultant submits an invoice which is incorrect, incomplete, or not in accordance with the provisions of this Agreement, then District shall not be obligated to process any payment to Consultant until a correct and complying invoice has been submitted.

6. Responsibility of Consultant: By executing this Agreement, Consultant warrants to District that Consultant possesses, or will arrange to secure from others, all of the professional capabilities, experience, resources and facilities necessary to provide to District the services contemplated under this Agreement. Consultant further warrants that it will follow the highest current, generally accepted professional care, skill, diligence and practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project for which services are rendered under this Agreement and that the Consultant shall, at no cost to the District, re-perform services which fail to satisfy the foregoing Standard of Care.

7. Responsibility of District: To the extent appropriate to the project contemplated by this Agreement, District shall:

7.1 Assist Consultant by placing at its disposal all available information pertinent to the project, including previous reports and any other relevant data.

7.2 Guarantee access to and make all provision for Consultant to enter upon public and private property as required for Consultant to perform its services.

7.3 Examine all studies, reports, specifications, proposals and other documents prepared and presented by Consultant, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the progress of the work by Consultant.

7.4 Designate in writing a person to act as District's representative with respect to work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define District's policies and decision with respect to materials, equipment, elements and systems pertinent to Consultant's services.

8. Indemnification: Consultant shall hold District, its officers, boards and commissions, and members thereof, its employees and agents (collectively "District"), harmless of and free from the negligent acts, errors and omissions of Consultant arising out of its performance of the services provided under this Agreement. Should District be named in any suit, or should

any claim be made against District by suit or otherwise arising out of this Agreement, or Consultant's negligent acts, errors and omissions in its performance of the services provided for by this Agreement, Consultant shall defend and indemnify the District for any judgment rendered against District or by any sums paid out in settlement or otherwise, but only to the extent caused by the negligent act, error or omission in the rendering of services under this contract.

9. Insurance: During the term of this Agreement, Consultant shall maintain in full force and effect at its own cost and expense the following insurance coverage:

9.1 Workers' Compensation Insurance to cover its employees, and Consultant shall require all contractors and subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of the subcontractors' employees. Each Workers' Compensation policy shall be endorsed with the provision that it will not be canceled or altered without first giving thirty (30) days prior notice to the District by certified or registered mail.

9.2 Public Liability Insurance including personal injury and property damage insurance for all activities of the Consultant and its contractors and subcontractors arising out of or in connection with this contract, written on a comprehensive general liability form including, but not limited to, Broad Form Property Damage, blanket contractual, products liability and completed operations, hazards, vehicle coverage and non-owned auto liability coverage in an amount not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit personal injury and property damage for each occurrence.

9.3 Professional Liability Insurance Covering Errors and Omissions. The limits of coverage shall be no less than ONE MILLION DOLLARS (\$1,000,000) with a provision for no more than \$25,000 deductible. Consultant may not disclaim responsibility or avoid liability for the acts or omissions of its subcontractors or other professional consultants.

9.4 Certificates of Insurance and properly executed endorsements in a form acceptable to the District Counsel evidencing the coverage required by the clauses set forth above shall be filed with the District at the time of execution of this agreement. Each such policy shall be endorsed with the following language:

(1) The San Benito County Water District is named as additional insured for all liability arising out of the operations by or on behalf of the named insured, and this policy protects the additional insured, its officers, agents, and employees against liability for personal and bodily injuries, deaths or property damage or destruction arising in any respect, directly or indirectly, in the performance of the contract.

(2) The insurance provided is primary and no other insurance held or owned by the District shall be called upon to contribute to a loss.

(3) The inclusion of more than one insured shall not operate to impair the rights of

one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured.

(4) The coverage provided by this policy shall not be canceled, non-renewed, or substantially reduced in amount or scope, without thirty (30) days prior to written notice given to the District by certified mail.

(5) All rights of subrogation are hereby waived against the District, its officers and employees when acting within the scope of their appointment or employment.

10. Confidentiality: All District information disclosed to Consultant during the course of performance of services under this Agreement shall be treated as confidential and shall not be disclosed to any other persons or parties except as authorized by District, or by law.

11. Conflict of Interest: Consultant warrants that neither Consultant, nor any of its employees, agents or subcontractors, have a conflict of interest with respect to the work to be performed under this Agreement, nor shall such individuals, during this term of this Agreement, acquire any interest which would conflict in any manner with the performances of services hereunder.

12. Nondiscrimination: During the performance of this Agreement, Consultant will not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex or age. Consultant will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, creed, color, national origin, sex or age.

13. Independent Contractor: District and Consultant agree that the relationship between them created by this Agreement is that of an employer-independent contractor. Consultant shall be solely responsible for the conduct and control of the work performed under this Agreement. Consultant shall be free to render professional consulting services to others during the term of this Agreement, so long as such activities do not interfere with or diminish Consultant's ability to fulfill the obligations established herein to District.

14. Commencement of Services: Consultant shall proceed with the project upon execution of this Agreement by the parties.

15. Notice to Proceed; Progress; Completion: Upon execution of this Agreement by the parties, District shall give Consultant written notice to proceed with the work. Such notice may authorize Consultant to render all of the services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, District shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultant shall diligently proceed with the work authorized and complete it within the agreed time period.

16. Ownership of Documents: Title to all documents, drawings, specifications, and the like with respect to work performed under this Agreement shall vest with District at such time as District has compensated Consultant, as provided herein, for the services rendered by Consultant in connection with which they were prepared.

17. Designation of Key Personnel: The individuals specified in the attached EXHIBIT "C" shall provide the services set forth herein, and shall be the persons primarily in charge of such work. Prior to the provision of work by any other individuals on this project, such other individuals shall first be approved, in writing, by the District Manager or his designee.

18. Mistake of Fact: Each party understands that if any fact with respect to any matter covered by this Agreement is found hereafter to be other or different from the facts now believed by that party to be true, such party expressly accepts and assumes the risk of such possible differences in fact and agrees that this Agreement shall be in all respects effective and not subject to termination or rescission by reason of any such difference in facts.

19. Term; Termination: The term of this Agreement shall commence upon District's issuance to Consultant of a notice to proceed for all or a portion of the work, as herein above provided, and shall terminate upon District's acceptance and payment for all or such portion of the work as was authorized by such notice, including any and all retention. Notwithstanding the foregoing, District may, in its sole discretion, terminate this Agreement at any time and for any reason whatsoever by giving at least ten (10) days prior written notice of such termination to Consultant. In this latter event, Consultant shall be entitled to compensation for all services rendered and work performed for District to the date of such termination.

20. General Provisions:

20.1 Access to Records: Consultant shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for District under this Agreement on file for at least one (1) year following the date of final payment to Consultant by District. Any duly authorized representative(s) of District shall have access to such records for the purpose of inspection, audit and copying at reasonable times, during Consultant's usual and customary business hours. Consultant shall provide proper facilities to District's representative(s) for access and inspection. Consultant shall be entitled to reasonable compensation for time and expenses relate to such access and inspection activities, which shall be considered to be an additional service to the District, falling under the provisions of SECTION 4 herein above.

20.2 Assignment: This Agreement is binding on the heirs, successors, and assigns of the parties hereto and shall not be assigned by either District or Consultant without the prior written consent of the other. Any attempt by Consultant to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

20.3 Compliance with Laws, Rules, Regulations: All services performed by

Consultant pursuant to this Agreement shall be performed in full compliance with all applicable federal, state, and District laws, including any rules, standards or regulations promulgated thereunder.

20.4 Exhibits Incorporated: All Exhibits referred to in this Agreement and attached to it are hereby incorporated in it by this reference.

20.5 Integration; Amendment: This Agreement represents the entire understanding of District and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it. This Agreement may not be modified or altered except by amendment in writing sign by both parties.

20.6 Waiver/Validity: Consultant agrees that waiver by District of any one or more of the conditions of performance under this Agreement shall not be construed as waiver of any other condition of performance under this Agreement. The acceptance by the District of the performance of any work or services by Contractor shall not be deemed to be a waiver of any term or condition of this Agreement.

21. Jurisdiction: District and Consultant agree that the law governing this Agreement shall be that of the State of California. Any suit brought by either party against the other arising out of the performance of this Agreement shall be filed and maintained in the Municipal or Superior Court of the County of San Benito. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

22. Attorney's Fees: In the event any dispute between the parties hereto arising from or relating to this Agreement shall result in litigation, the prevailing party shall be entitled to all reasonable costs, including, but not limited to, actual attorney's fees.

23. Notice: Any notices, required to be given pursuant to this Agreement, shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service, addressed to the parties as follows:

- a. To District : San Benito County Water District
P. O. Box 899
Hollister, CA 95024-0899
- b. To Consultant: Maggiora Bros. Drilling, Inc.
595 Airport Blvd.
Watsonville, CA 95076

Nothing hereinabove shall prevent either District or Consultant from personal deliver of any such notices to the other party.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

District:

CONSULTANT:

By: _____

By: _____

Title

Title

Date

Date

EXHIBIT A
Scope

EXHIBIT B
Compensation

SAN BENITO COUNTY WATER DISTRICT

BID FORMS

FOR: North County Groundwater Supply Project – Monitoring Well
Installation – October 21, 2020

BIDDER: Maggiora Bros. Drilling, Inc.

- 1.1. In response to the Notice Inviting Bids dated September 2020 and in accordance with the accompanying Instructions to and Information for Bidders, the undersigned hereby proposes to SBCWD to furnish all plant, labor, technical and professional services, supervision, materials and equipment, other than materials and equipment specified as furnished by SBCWD, and to perform all operations necessary and required to construct the Project in accordance with the provisions of the Contract Documents and any addenda thereto, and at the prices stated opposite the respective items set forth in the Schedule of Pay Items below.
- 1.2. This Bid constitutes a firm offer to SBCWD which cannot be withdrawn for 60 days after the date set for opening of Bids, or until a Contract is executed by SBCWD and a third party, whichever is earlier.
- 1.3. The undersigned certifies that it has examined and is fully familiar with all of the provisions of the Contract Documents and any addenda thereto; that it has carefully checked all of the words and figures shown in its Schedule of Pay Items; that it has carefully reviewed the accuracy of all statements in this Bid and attachments hereto; and that it understands and agrees that SBCWD will not be responsible for any errors or omissions on the part of the undersigned in preparing this Bid.
- 1.4. The undersigned has by careful examination of the Specification and any addenda thereto, 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 which can in any way affect the Work or the cost thereof.
- 1.5. If awarded a Contract, the undersigned agrees to execute and deliver to SBCWD within 15 days after date of receipt of Notice of Award, a signed Contract in duplicate and the necessary Performance Bond, Payment Bond, Certificates of Insurance and Endorsements, Escrow Agreement (if used) and Tax Identification Number.
- 1.6. Attached hereto and by this reference incorporated herein and made a part of this Bid are the following forms from the Specification which have been completed and executed by undersigned Bidder:

SCHEDULE OF PAY ITEMS
NONCOLLUSION DECLARATION
DESIGNATION OF SUBCONTRACTORS
EXPERIENCE STATEMENT
IRAN CONTRACTING ACT CERTIFICATION
PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION
BID BOND

- 1.7. Undersigned also acknowledges receipt, understanding, and full consideration of the following addenda to the Specification in preparing its bid:

Addenda Nos. 1,2 & 3

- 1.8. The undersigned is hereby representing that it is and will be properly licensed both at the time that it submits a Bid as well as at the time the Contract is awarded, if the Contract is awarded to the undersigned.

- a. Individual Contractor: Undersigned certifies that it is now licensed in accordance with the provisions of the Contractor's License Law of the State of California,

License number 249957

Expiration date Sept. of 2021

License classification C-57 & C61/D21

- b. Joint Venture: Undersigned certifies that the individual members of the joint venture are now licensed in accordance with the provisions of the Contractor's License Law of the State of California.

Member No. 1

Name _____

License number _____

Expiration date _____

License classification _____

Member No. 2

Name _____

License number _____

Expiration date _____

License classification _____

(If there are more than two members of the joint venture, attach a page for the additional member(s) with the above information.)

1.9. Undersigned acknowledges that the representations made herein are made under penalty of perjury.

BIDDER:

Maggiore Bros. Drilling, Inc.

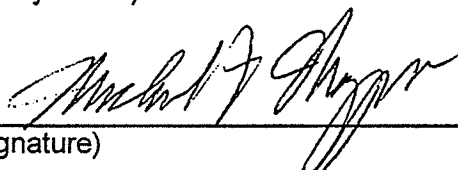
(Company Name)

Bidder's Business Address:

595 Airport Blvd

Watsonville, CA 95076

By



(Signature)

Michael F. Maggiore

(Type or print name)

Corporate Secretary

(Title)

Watsonville, Ca

(Where signed) (City, State)

Dated: October 20, 2020

State of Incorporation: California

(corporate seal)



Names and addresses of all partners or joint venturers:

Statement of the authority of signatory to bind Bidder:

SCHEDULE OF PAY ITEMS

BIDDER NAME:

Item No.	Description	Est. Qty.	Unit Of Measure	Unit Price	Total Line Item Cost
1	Mobilization/Demobilization (including All Risk Installation Floater Insurance); not to exceed 10% of the total bid price.	1	Lump Sum (LS)	\$ 12,000	\$ 12,000
2	All-Risk Insurance	1	LS	\$ 1,500	\$ 1,500
3	Borehole drilling (1 foot of length, 12-inch diameter, up to 800 feet in depth)	800	Each (EA)	\$ 40	\$ 32,000
4	Borehole Geophysical Testing (1 foot of length)	800	EA	\$ 5.50	\$ 4,400
5	Well Casing (1 foot of length) – Installation and Materials	500	EA	\$ 25	\$ 12,500
6	Well Screen (1 foot of length) – Installation and Materials	300	EA	\$ 35	\$ 10,500
7	Well Screen Appurtenances	1	LS	\$ 350	\$ 350
8	Artificial Filter Pack (1 foot of length) – Installation and Materials	400	EA	\$ 20	\$ 8,000
9	Inter Screen Zone Seal (1 foot of length) – Installation and Materials	300	EA	\$ 35	\$ 10,500
10	Grouting and Sealing – Installation	1	LS	\$ 1,800	\$ 1,800
11	Grouting and Sealing (cubic yards of material) – Materials	6	EA	\$ 350	\$ 2,100
12	Well Development by Surging and Airlift (per hour)	10	EA	\$ 350	\$ 3,500
13	Well Development by Overpumping (per hour)	40	EA	\$ 300	\$ 12,000
14	Well Development – Installation and Removal of Pump	1	LS	\$ 2,200	\$ 2,200

SCHEDULE OF PAY ITEMS					
BIDDER NAME:					
Item No.	Description	Est. Qty.	Unit Of Measure	Unit Price	Total Line Item Cost
15	Aquifer Zone Water Quality Testing – Installation and Removal of Pump	1	LS	\$2,200	\$2,200
16	Discrete Aquifer Zone Water Quality Testing (per hour)	20	EA	\$350	\$7,000
17	Combined Aquifer Zone Water Quality Testing (per hour)	12	EA	\$350	\$4,200
18	Well Disinfection	1	LS	\$750	\$750
19	Borehole and Well Destruction (1 foot of length)	800	EA	\$6	\$4,800
20	Standby Time (per hour)	12	EA	\$120	\$1,440
TOTAL FOR COMPARISON BIDS					\$133,740
TOTAL BID PRICE WRITTEN IN WORDS					
Onehundred thirtythree thousand sevenhundred forty dollars & 00/100					

The costs of any Work shown or required in the Plans and Specification, but not specifically identified as a Pay Item are to be included in related Pay Items and no additional compensation shall be due Contractor by virtue of Contractor's compliance with the Plans and Specifications.

Bidders must provide pricing for every bid item.

The estimated quantities for unit price items are for purposes of comparing bids only and SBCWD makes no representation that the actual quantities of work performed will not vary from the estimates.

In case of discrepancy between the unit price and the line item cost set forth for a unit price item, the line item cost, calculated at the unit price multiplied by the estimated quantity, shall prevail and shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Line Item Cost" column, then the amount set forth in the "Line Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. If any of the above discrepancies exist, SBCWD may recalculate the bid price on the basis of the unit price and the bidder agrees to be bound by such recalculation. Final payment for unit price items shall be determined by SBCWD from measured quantities of work performed.

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

The undersigned declares:

I am the Corporate Secretary of Maggiora Bros. Drilling, Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid and has not paid, and will not pay, any person or entity for such purpose.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on October 20, 2020 [date], at Watsonville [city], California [state].

Signed: _____

Print Name: Michael F. Maggiora

Notary 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 Santa Cruz

On October 20, 2020 before me, Janette Grazian, Notary Public, personally appeared Michael F. Maggiora, 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.



Signature of Notary Public

WITNESS my hand and official seal.

Janette Grazian

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

- ☐ Partner(s) ☐ Limited
☐ General

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

Title or Type of Document

Number of Pages

Date of Document

Signer(s) Other Than Named Above

DESIGNATION OF SUBCONTRACTORS

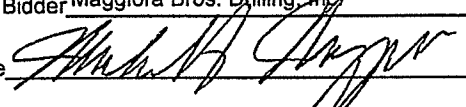
In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, sections 4100 et seq., each bidder shall set forth below: (a) the name and the location of the place of business and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. Notwithstanding the foregoing, if the work involves streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If no subcontractor is specified, for a portion of the work, or if more than one subcontractor is specified for the same portion of Work, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

Portion of Work	Subcontractor Name <u>AND</u> CSLB License Number	Location of Business	DIR Registration Number
None			

Portion of Work	Subcontractor Name <u>AND</u> CSLB License Number	Location of Business	DIR Registration Number

Name of Bidder Maggiora Bros. Drilling, Inc.

Signature 

Name and Title Michael Maggiora, Secretary

Dated October 20, 2020

EXPERIENCE STATEMENT

Bidder submits, as a part of its Bid, the following statements as to its experience qualifications. Bidder certifies that all statements and information set forth below are true and accurate. Bidder hereby authorizes SBCWD to make inquiry as appropriate regarding its experience.

- a. Bidder has been engaged in the contracting business under its present business name for 58 years.
- b. Bidder's experience in Work of a nature similar in type and magnitude to that set forth in the Specification, must include installation of groundwater test wells, extends over a period of 58 years.
- c. Bidder, as contractor, has satisfactorily completed all contracts awarded to it, except as follows:

(Name any and all exceptions and reasons therefor. Bidder shall attach and designate additional pages if necessary.)

N/A

- d. Within the last three years Bidder has satisfactorily completed the following contracts covering Work similar in type and magnitude to that set forth in the Specification for the following owners: (person, firms, or authorities)

Owner's Name, Address & Telephone	Name of Owner's Representative	Type of Work and Year	Contract Amount (rounded to closest thousand dollars)
See attached List of Representative Projects			

(Bidder shall attach and properly designate additional pages if necessary.)

MAGGIORA BROS. DRILLING, INC.

DRILLING CONTRACTORS - PUMP SALES & SERVICE

CALIFORNIA CONTRACTOR'S LICENSE NO. 249957

Corporate Office
595 Airport Blvd.
Watsonville, CA 95076

Tel: (831) 724-1338
Tel: (800) 728-1480
Fax: (831) 724-3228

LIST OF REPRESENTATIVE PROJECTS

Name: Pure Water Monterey – Project No. 218106

Location: Seaside, CA

Owner: Pure Water Monterey

Owner Contact: Maureen Hamilton – 831-658-5652

Construction Manager: Michael F. Maggiora – 831-724-1338

Project Description: Reverse Rotary well construction 24" casing X 635 feet, monitoring wells to 700 feet, 500 HP turbine well pumps

Final Cost of Project - \$4,116,962.47

Completion Date: 09-01-20

Liquidated Damages: None

Name: Bay Point Regional Shoreline Bay Point Well Drilling Project – Project #175300

Location: Bay Point, CA

Owner: East Bay Regional Parks District

Owner Contact: Chris Barton – 510-544-2622

Project Description: Direct Rotary well construction 6" PVC X 110 feet, well pump and variable frequency drive control unit

Final Cost of Project - \$101,818.50

Completion Date: 07-27-20

Liquidated Damages: None

Name: Twin Lakes Church Seawater Intrusion Project

Location: Capitola, CA

Owner: Soquel Creek Water District

Owner Contact: Taj Dufour 831-475-8501 Ex. 123

Construction Manager: Michael F. Maggiora – 831-724-1338

Project Description: Reverse rotary test hole, water sampling and well construction to 900 feet

Final Cost of Project – \$1,133,847.50

Completion Date: 07-15-19

Liquidated Damages: None

Name: Pasatiempo Well #8

Location: Felton, CA

Owner: San Lorenzo Valley Water District

Owner Contact: Rick Rogers – 831-430-4624

Construction Manager: Michael F. Maggiora – 831-724-1338

Project Description: Reverse rotary well construction 12" X 790 feet

Final Cost of Project - \$439,187.50

Completion Date: 01-31-19

Liquidated Damages: None

Name: Corporation Yard Emergency Well

Location: Menlo Park, CA

Owner: City of Menlo Park

Owner Contact: Eric Hinkley – 650-484-1358

Construction Manager: Michael F. Maggiora – 831-724-1338

Project Description: Reverse rotary well construction 16" X 500 feet

Final Cost of Construction: \$445,124.00

Completion Date: 04-18-17

MAGGIORA BROS. DRILLING, INC.

DRILLING CONTRACTORS - PUMP SALES & SERVICE
CALIFORNIA CONTRACTOR'S LICENSE NO. 249957

Page 2

Liquidated Damages: None

Name: San Jose State Replacement Well Project (SJSU-349)

Location: San Jose, CA

Owner: San Jose State University

Owner Contact: Adam Salvadalena – 408-924-8011

Construction Manager: Michael F. Maggiora – 831-724-1338

Project Description: Reverse rotary well construction 16" X 700 feet

Final Cost of Construction: \$437,985.00

Completion Date: 12-28-17

Liquidated Damages: None

Name: Sandhill Well(s) – 4 separate well projects Monterey County

Location: Marina, CA

Owner: Ramco

Owner Contact: Carlos Ramirez – 831-758-5272

Hydrologist – GeoConsultants Inc. – Jeremy Wire – 408-453-2541 Ex. 13

Construction Manager: Michael F. Maggiora – 831-724-1338

Project Description: Reverse Rotary, Drill, install and develop 18" X 1,800 foot wells w/500 HP turbine pump system

Final Cost of Construction: in excess of \$1,000,000.00 per well

Name: Marvin Well(s) – 3 separate well projects Monterey County.

Location: Marina, CA

Owner: Ramco

Owner Contact: Carlos Ramirez – 831-758-5272

Hydrologist – GeoConsultants Inc. – Jeremy Wire – 408-453-2541 Ex. 13

Construction Manager: Michael F. Maggiora – 831-724-1338

Project Description: Reverse Rotary, Drill, install and develop 18" diameter well X 1,800 feet in depth

Final Cost of Construction: in excess of \$1,000,000.00 per well

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

☒ The Contractor is not:

- (i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
- (ii) a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ Agency has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, Agency will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

Signed Michael F. Maggiora

Titled Corporate Secretary

Firm Maggiora Bros. Drilling, Inc.

Date October 20, 2020

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

Public Works Contractor Registration Certification

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations.

See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

Name of Bidder: Maggiore Bros. Drilling, Inc.

DIR Registration Number: 1000006527

Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Signature: _____

Name and Title: Michael Maggiore, Secretary

Dated: October 20, 2020

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that, Maggiara Bros. Drilling, Inc.
Hudson Insurance Company
hereinafter called the Principal, and Delaware
a corporation duly organized under the laws of the State of Delaware
having its principal place of business at 100 William Street, New York in the State of
New York 10038, and authorized to do business in the State of California, hereinafter
call the Surety, are held and firmly bound unto the San Benito County Water District, hereinafter
called the Obligee, on order, in the sum of Ten percent of the total amount bid Dollars
(\$ 10%) (being at least ten percent (10%) of the total amount of Principal's Bid
price) lawful money of the United States, for the payment of which we bind ourselves, our heirs,
executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Principal has submitted its Bid for the project entitled North County Groundwater
Supply Project - Monitoring Well Installation to the Obligee, the Bid, by reference thereto; being
hereby made a part hereof.

NOW, THEREFORE, if Principal's Bid is rejected or, in the alternate, if the Proposal is accepted
and the Principal signs and delivers a Contract and furnishes a Performance Bond and Payment
Bond, all in the form and within the time required by the Bid and the Contract Documents, then
this obligation shall become null and void, otherwise the same shall remain in full force and effect
and upon default of the Principal shall be forfeited to the Obligee, it being expressly understood
and agreed that the liability of the Surety for any and all default of the Principal shall be the amount
of this obligation as herein stated, as liquidated damages.

The Surety, for value received, hereby agrees that its obligations and its bond shall not be
impaired or affected by any extension of the time within which the Obligee may accept such
Proposal, and the Surety hereby waives notice of any such extension.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety
shall pay, in addition to the sum set forth above, all costs incurred by the Obligee in such suit,
including reasonable attorney's fees and expert witness fees, to be fixed by the court, in addition
to the penal sum of the Bond.

Signed this 8th day of October, 2020.

Hudson Insurance Company

Maggiara Bros. Drilling, Inc.

BY: Nancy L. Wallis
SURETY Attorney-in-Fact

BY: Michael B. Maggiara
PRINCIPAL

See Attached

Notary 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 _____

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

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
☐ Corporate Officer

Title(s) _____

- ☐ Partner(s) ☐ Limited
☐ Attorney-In-Fact ☐ General
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies) _____

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document _____

Number of Pages _____

Date of Document _____

Signer(s) Other Than Named Above _____

Note: Signature of person executing for Surety must be notarized and evidence of corporate authority attached.

END OF BID BOND

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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.

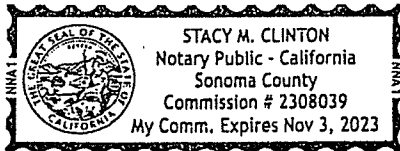
State of California)

County of Sonoma)On October 8, 2020 before me, Stacy M. Clinton, Notary Public,
Date Here Insert Name and Title of the Officerpersonally appeared Nancy L. Wallis
Name(s) of Signer(s)

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 [Signature]
(Signature of Notary Public)

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☒ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____



HUDSON
INSURANCE GROUP

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Nancy L. Wallis

of the state of California

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Ten Million Dollars (\$10,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 30th day of October, 20 17 at New York, New York.

HUDSON INSURANCE COMPANY

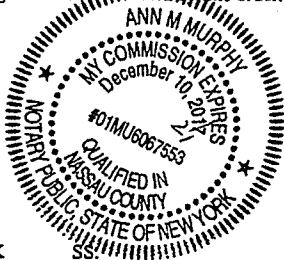
By:
Michael P. Cifone
Senior Vice President

Attest:
Dina Daskalakis
Corporate Secretary

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

On the 30th day of October, 20 17 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name to the same in like order.

(Notarial Seal)



ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2021

STATE OF NEW YORK
COUNTY OF NEW YORK SS.

CERTIFICATION

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

In Witness the hand of the undersigned and the seal of said Corporation this 8th day of October, 20 20.

By:
Dina Daskalakis, Corporate Secretary

SAN BENITO COUNTY WATER DISTRICT

30 Mansfield Road
Hollister, CA 95023



SPECIFICATIONS

FOR

NORTH COUNTY GROUNDWATER SUPPLY PROJECT –
MONITORING WELL INSTALLATION
ISSUED FOR CONSTRUCTION

Prepared By:
Garrett Haertel, PE

September 2020

NOTICE INVITING BIDS

San Benito County Water District ("SBCWD") will receive bids for the North County Groundwater Supply Project – Monitoring Well Installation project no later than Wednesday October 21, 2020 2:00 PM Pacific Daylight Time, at which time or thereafter bids will be opened and read aloud. No oral, telegraphic, electronic, facsimile, or telephonic bids or modifications will be considered. Bids received after the scheduled Bid Submittal Deadline will be rejected and returned unopened. It is the responsibility of the Bidder to see that any bid submitted shall have sufficient time to be received by the SBCWD before the Bid Submittal Deadline. Bids shall be valid for 60 Days after the bid opening date.

Bids must be submitted on the preprinted bid forms supplied by the SBCWD as part of the bid Package and presented to **SBCWD in a sealed envelope marked ATTN: North County Groundwater Supply Project – Monitoring Well Installation – October 21, 2020.**

Bidders may obtain a copy of the Contract Documents from the District office. To the extent required by section 20103.7 of the Public Contract Code, upon request from a contractor plan room service, SBCWD shall provide an electronic copy of the Contract Documents at no charge to the contractor plan room.

It is the responsibility of each prospective bidder to download and print all Bid Documents for review and to verify the completeness of Bid Documents before submitting a bid. Any Addenda will be posted and distributed to the recipients on the Planholder's List. It is the responsibility of each prospective bidder to check with SBCWD staff through the close of bids for any applicable addenda or updates. SBCWD does not assume any liability or responsibility based on any defective or incomplete copying, excerpting, scanning, faxing, downloading or printing of the Bid Documents.

A Pre-Bid Conference and Site Walk will be held at the District office located at 30 Mansfield Road in Hollister, California on the following date(s) and time(s): Thursday October 15, 2020 at 9:00 AM. Prospective bidders MAY NOT visit the Site without making arrangements through the Project Engineer, Garrett Haertel.

Each Bid must be accompanied by cash, a certified or cashier's check, or a Bid Bond in favor of SBCWD in an amount not less than ten percent (10%) of the Total Bid Price. The Bid Security must be submitted directly to SBCWD prior to the specified date and time for bid opening as set forth in the Instructions to and Information for Bidders.

The successful bidder will be required to furnish SBCWD with Payment and Performance Bonds equal to 100% of the Contract Price. Bonds shall be on the forms included in the Contract Documents; SBCWD will not accept bonds on any other form.

Pursuant to Public Contract Code section 22300, the successful bidder may substitute certain securities for funds withheld by SBCWD to ensure his performance under the Contract.

Pursuant to section 1770, et seq. of the California Labor Code, the Contractor and all Subcontractors shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations and comply with all applicable Labor Code provisions, which include, but are not limited to the employment of apprentices, the hours of labor and the debarment of contractors and subcontractors.

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project.

This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its bid.

Contractor must demonstrate Qualifications for Engineered Construction, by providing a list of 3 projects completed within the last 7 years involving work of similar type and complexity. To be considered of similar type and complexity, listed projects should include the installation of municipal supply groundwater wells.

Each bidder shall be a licensed contractor pursuant to sections 7000 et seq. of the Business and Professions Code in the following classification(s) throughout at the time it submits its bid and for the duration of the Contract: Class C-57 Well Drilling Contractor License.

SBCWD shall award the Contract for the Work to the lowest responsive, responsible bidder as determined from the base bid and all add alternates. SBCWD reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.

For further information, contact Garrett Haertel, Deputy District Engineer, (831) 637-8218 ext. 120, garrett@sbcwd.org.

SAN BENITO COUNTY WATER DISTRICT

Dated: September 21, 2020

By: _____
Garrett Haertel, PE
Deputy District Engineer

INSTRUCTIONS TO AND INFORMATION FOR BIDDERS

1. AVAILABILITY OF CONTRACT DOCUMENTS

Bids must be submitted to SBCWD on the Bid Forms which are a part of the Bid Package for the Work. Bid and Contract Documents may be obtained from the District office, as indicated in the Notice Inviting Bids.

2. EXAMINATION OF CONTRACT DOCUMENTS

SBCWD has made copies of the Contract Documents available as indicated above. Bidders shall be solely responsible for examining the Site and the Contract Documents, including any addenda issued during the bidding period, and for informing themselves with respect to local labor availability, means of transportation, necessity for security, laws and codes, local permit requirements, wage scales, local tax structure, contractors' licensing requirements, availability of required insurance, and other factors that could affect the Work. Bidders are responsible for consulting the standards referenced in the Contract Documents. Bidders shall be solely responsible for their failure to examine the documents and inform themselves, shall proceed at their sole risk, and no relief for error or omission will be given except as required under State law.

3. INTERPRETATION OF CONTRACT DOCUMENTS

Discrepancies in, and/or omissions from the Bid or Contract Documents or questions as to their meaning shall be immediately brought to the attention of SBCWD by submission of a written request for an interpretation or correction to SBCWD.

Any interpretation of the Bid or Contract Documents will be made only by written addenda duly issued and posted to bidders listed on the Planholder's List. SBCWD will not be responsible for any explanations or interpretations provided in any other manner. No person is authorized to make any oral interpretation of any provision in the Bid or Contract Documents to any bidder, and no bidder should rely on any such oral interpretation.

Bids shall include complete compensation for all work to be performed under the Contract Documents.

4. INSPECTION OF SITE; PRE-BID CONFERENCE AND SITE WALK

Each prospective bidder is responsible for fully acquainting itself with conditions of the Site (which may include more than one location) and those relating to construction of the Work, fully understanding the facilities, difficulties and restrictions which may affect the cost or effort required to complete the Work. To this end, a Pre-Bid Conference and Site Walk may be held on the date(s) and time(s) indicated in the Notice Inviting Bids.

5. ADDENDA

SBCWD reserves the right to revise the Bid and Contract Documents prior to the bid opening date. Revisions, if any, shall be made by written addenda. All addenda issued by SBCWD shall be included in the bid and made part of the Contract Documents. Addenda will be issued by SBCWD. Please Note: Bidders are responsible for ensuring that they have received any and all addenda.

6. ALTERNATE BIDS

If alternate bid items are called for in the Contract Documents, the lowest bid will be determined on the basis of the base bid and all add alternates unless otherwise specified in the Notice Inviting Bids. The time required for completion of the alternate bid items has been factored into the Contract Time and no additional time will be allowed for performing any of the alternate bid items. Regardless of whether the alternates bid items will be considered in determining the low bid, SBCWD may elect to include one or more of the alternate bid items, or to otherwise remove certain work from the scope of Work. Accordingly, each Bidder must ensure that each bid item contains a proportionate share of profit, overhead and other costs or expenses which will be incurred by the Bidder.

7. COMPLETION OF BID FORMS

Bids shall be submitted on the preprinted bid forms supplied by the SBCWD as part of the bid Package and presented to **SBCWD in a sealed envelope marked ATTN: North County Groundwater Supply Project – Monitoring Well Installation – October 21, 2020**. No oral, telegraphic, electronic, facsimile, or telephonic bids or modifications will be considered. Bids received after the scheduled Bid Submittal Deadline will be rejected and returned unopened. It is the responsibility of the Bidder to see that any bid submitted shall have sufficient time to be received by the SBCWD before the Bid Submittal Deadline. The Bid must be submitted to:

(US Mail, Hand Delivered or FedEx, UPS or other shipping company)
San Benito County Water District
30 Mansfield Road
Hollister, CA 95023

Bids shall be executed by an authorized signatory as described in these Instructions to Bidders. Bidders shall fill in all blank spaces (including inserting "N/A" where applicable) and initial all interlineations, alterations, or erasures to the Bid Forms. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms nor make substitutions thereon. Deviations in the Bid Form may result in the bid being deemed non-responsive.

Bids shall only be prepared using copies of the Bid Forms which are included in the Bid and Contract Documents. Bidders must include the following Bid Forms with their bid: (1) Bid Acknowledgement, (2) Schedule of Pay Items, (3) Non-Collusion Declaration, (4) Designation of Subcontractors, (5) Experience Statement, (6) Iran Contracting Act Certification, (7) Public Works Contractor Registration Certification, and (8) Bid Bond.

Bidders are solely responsible for the "on time" submission of their bid. SBCWD will only consider bids that have transmitted successfully and have been issued a time stamp from the District Office indicating that the bid was submitted successfully. Failure of the Bidder to successfully submit a bid shall be at the Bidder's sole risk, and no relief will be given for late and/or improperly submitted bids.

8. BID SECURITY

No Bid will be considered unless it is accompanied by a Bid Security of not less than ten percent (10%) of the Total for Comparison of Bids, as set forth in the Schedule of Pay Items. The Bid Security shall be in the form of (a) cash, (b) a cashier's check made payable to SBCWD, (c) a certified check made payable to SBCWD, or (d) a proper Bid Bond, in the form set forth herein.

The Bid Security must be submitted directly to SBCWD as follows:

By Mail, Courier or Walk-in:
San Benito County Water District
Attn: **North County Groundwater Supply Project**
– Monitoring Well Installation – October 21, 2020
30 Mansfield Road
Hollister, CA 95023

The Bid Security must be received prior to the specified date and time for bid opening.

If Bidder elects to provide the required Bid Security in the form of a Bid Bond, the original hard copy Bid Bond must be submitted to SBCWD at the address indicated above prior to the specified date and time for bid opening.

9. MODIFICATIONS OF BIDS

Each Bidder shall submit its Bid in strict conformity with the requirements of the Bid and Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms, nor make substitutions thereon. Oral, telephonic and electronic modifications will not be considered.

10. CONTRACTOR'S PERFORMANCE

Bidders must self-perform a minimum of thirty percent (30%) of work on the Project.

11. DESIGNATION OF SUBCONTRACTORS

Pursuant to State law, the Bidders must designate the name, location of place of business, and contractor's license number for each subcontractor who will perform work or render services to the Bidder in an amount that exceeds one half of one percent (1/2%) of the Bidder's Total Bid Price, or \$10,000, whichever is higher, if work involves streets or highways. Bidder must also include the portion of work each such subcontractor will perform, on the form provided herein by SBCWD. No additional time will be provided to bidders to submit any of the information required in the Designation of Subcontractor form.

12. LICENSING REQUIREMENTS

Pursuant to section 7028.15 of the Business and Professions Code and section 3300 of the Public Contract Code, all bidders must possess licenses issued by the State of California Contractors License Board for performance of this Contract. Pursuant to section 7028.15 of the Business and Professions Code, any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents shall be nonresponsive, and SBCWD shall reject the Bid. SBCWD shall have the right to request, and Bidders shall provide within five (5) Days, evidence satisfactory to SBCWD of all valid license(s) currently held by that Bidder before awarding the Contract. Pursuant to Public Contract Code section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code section 2717(b) in order to supply mined material for this Contract.

13. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project. To this end, Bidder shall sign and submit with its Bid the Public Works Contractor Registration Certification on the form provided, attesting to the facts contained therein. Failure to submit this form may render the Bid non-responsive. In addition, each Bidder shall provide the registration number for each listed subcontractor in the space provided in the Designation of Subcontractors Form.

14. SIGNING OF BIDS

All Bids submitted shall be executed by the Bidder or its authorized representative.

15. BID PROTEST PROCEDURE

Submitted bids will be timely made available for review upon written request of any bidder. Bidders may file a "protest" of a Bid with SBCWD's Project Engineer. The protest must:

- A. Be filed in writing within five (5) business days after the bid opening date;
- B. Clearly identify the alleged irregularity or other basis for the protest;
- C. Clearly identify the specific SBCWD staff determination or recommendation being protested;
- D. Specify, in detail, the factual and legal grounds for the protest; and
- E. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not meet all of these requirements, SBCWD will reject it without further review.

If the protest is timely and complies with all of the above requirements, SBCWD's Project Engineer, or other designated SBCWD staff member, shall review the protest, any response from the challenged bidder, and all relevant information. SBCWD will provide a written response to the protestor.

The procedure and time limits set forth in this paragraph are mandatory and are the sole and exclusive remedy in the event of a bid protest. Failure to comply with these procedures shall constitute a failure to exhaust administrative remedies and a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

SAN BENITO COUNTY WATER DISTRICT

BID FORMS

FOR: North County Groundwater Supply Project – Monitoring Well
Installation – October 21, 2020

BIDDER: _____

- 1.1. In response to the Notice Inviting Bids dated September 2020 and in accordance with the accompanying Instructions to and Information for Bidders, the undersigned hereby proposes to SBCWD to furnish all plant, labor, technical and professional services, supervision, materials and equipment, other than materials and equipment specified as furnished by SBCWD, and to perform all operations necessary and required to construct the Project in accordance with the provisions of the Contract Documents and any addenda thereto, and at the prices stated opposite the respective items set forth in the Schedule of Pay Items below.
- 1.2. This Bid constitutes a firm offer to SBCWD which cannot be withdrawn for 60 days after the date set for opening of Bids, or until a Contract is executed by SBCWD and a third party, whichever is earlier.
- 1.3. The undersigned certifies that it has examined and is fully familiar with all of the provisions of the Contract Documents and any addenda thereto; that it has carefully checked all of the words and figures shown in its Schedule of Pay Items; that it has carefully reviewed the accuracy of all statements in this Bid and attachments hereto; and that it understands and agrees that SBCWD will not be responsible for any errors or omissions on the part of the undersigned in preparing this Bid.
- 1.4. The undersigned has by careful examination of the Specification and any addenda thereto, 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 which can in any way affect the Work or the cost thereof.
- 1.5. If awarded a Contract, the undersigned agrees to execute and deliver to SBCWD within 15 days after date of receipt of Notice of Award, a signed Contract in duplicate and the necessary Performance Bond, Payment Bond, Certificates of Insurance and Endorsements, Escrow Agreement (if used) and Tax Identification Number.
- 1.6. Attached hereto and by this reference incorporated herein and made a part of this Bid are the following forms from the Specification which have been completed and executed by undersigned Bidder:

SCHEDULE OF PAY ITEMS
NONCOLLUSION DECLARATION
DESIGNATION OF SUBCONTRACTORS
EXPERIENCE STATEMENT
IRAN CONTRACTING ACT CERTIFICATION
PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION
BID BOND

- 1.7. Undersigned also acknowledges receipt, understanding, and full consideration of the following addenda to the Specification in preparing its bid:

Addenda Nos. _____

- 1.8. The undersigned is hereby representing that it is and will be properly licensed both at the time that it submits a Bid as well as at the time the Contract is awarded, if the Contract is awarded to the undersigned.

- a. Individual Contractor: Undersigned certifies that it is now licensed in accordance with the provisions of the Contractor's License Law of the State of California,

License number _____

Expiration date _____

License classification _____

- b. Joint Venture: Undersigned certifies that the individual members of the joint venture are now licensed in accordance with the provisions of the Contractor's License Law of the State of California.

Member No. 1

Name _____

License number _____

Expiration date _____

License classification _____

Member No. 2

Name _____

License number _____

Expiration date _____

License classification _____

(If there are more than two members of the joint venture, attach a page for the additional member(s) with the above information.)

1.9. Undersigned acknowledges that the representations made herein are made under penalty of perjury.

BIDDER:

Bidder's Business Address:

(Company Name)

By _____
(Signature)

(Type or print name)

(Title)

(Where signed) (City, State)

(corporate seal)

Dated: _____, 20_____
State of Incorporation: _____

Names and addresses of all partners or joint venturers:

Statement of the authority of signatory to bind Bidder:

SCHEDULE OF PAY ITEMS						
BIDDER NAME:						
Item No.	Description	Est. Qty.	Unit Of Measure	Unit Price	Total Line Item Cost	
1	Mobilization/Demobilization (including All Risk Installation Floater Insurance); not to exceed 10% of the total bid price.	1	Lump Sum (LS)	\$	\$	
2	All-Risk Insurance	1	LS	\$	\$	
3	Borehole drilling (1 foot of length, 12-inch diameter, up to 800 feet in depth)	800	Each (EA)	\$	\$	
4	Borehole Geophysical Testing (1 foot of length)	800	EA	\$	\$	
5	Well Casing (1 foot of length) – Installation and Materials	500	EA	\$	\$	
6	Well Screen (1 foot of length) – Installation and Materials	300	EA	\$	\$	
7	Well Screen Appurtenances	1	LS	\$	\$	
8	Artificial Filter Pack (1 foot of length) – Installation and Materials	400	EA	\$	\$	
9	Inter Screen Zone Seal (1 foot of length) – Installation and Materials	300	EA	\$	\$	
10	Grouting and Sealing – Installation	1	LS	\$	\$	
11	Grouting and Sealing (cubic yards of material) – Materials	6	EA	\$	\$	
12	Well Development by Surging and Airlift (per hour)	10	EA	\$	\$	
13	Well Development by Overpumping (per hour)	40	EA	\$	\$	
14	Well Development – Installation and Removal of Pump	1	LS	\$	\$	

SCHEDULE OF PAY ITEMS						
BIDDER NAME:						
Item No.	Description	Est. Qty.	Unit Of Measure	Unit Price	Total Line Item Cost	
15	Aquifer Zone Water Quality Testing -- Installation and Removal of Pump	1	LS	\$	\$	
16	Discrete Aquifer Zone Water Quality Testing (per hour)	20	EA	\$	\$	
17	Combined Aquifer Zone Water Quality Testing (per hour)	12	EA	\$	\$	
18	Well Disinfection	1	LS	\$	\$	
19	Borehole and Well Destruction (1 foot of length)	800	EA	\$	\$	
20	Standby Time (per hour)	12	EA	\$	\$	
TOTAL FOR COMPARISON BIDS					\$	
TOTAL BID PRICE WRITTEN IN WORDS						

The costs of any Work shown or required in the Plans and Specification, but not specifically identified as a Pay Item are to be included in related Pay Items and no additional compensation shall be due Contractor by virtue of Contractor's compliance with the Plans and Specifications.

Bidders must provide pricing for every bid item.

The estimated quantities for unit price items are for purposes of comparing bids only and SBCWD makes no representation that the actual quantities of work performed will not vary from the estimates.

In case of discrepancy between the unit price and the line item cost set forth for a unit price item, the line item cost, calculated at the unit price multiplied by the estimated quantity, shall prevail and shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Line Item Cost" column, then the amount set forth in the "Line Item Cost" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. If any of the above discrepancies exist, SBCWD may recalculate the bid price on the basis of the unit price and the bidder agrees to be bound by such recalculation. Final payment for unit price items shall be determined by SBCWD from measured quantities of work performed.

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

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid and has not paid, and will not pay, any person or entity for such purpose.

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

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

Signed: _____

Print Name: _____

Notary 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 _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

Title or Type of Document

- ☐ Partner(s) ☐ Limited
 ☐ General

Number of Pages

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

DESIGNATION OF SUBCONTRACTORS

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, sections 4100 et seq., each bidder shall set forth below: (a) the name and the location of the place of business and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. Notwithstanding the foregoing, if the work involves streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If no subcontractor is specified, for a portion of the work, or if more than one subcontractor is specified for the same portion of Work, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

Portion of Work	Subcontractor Name <u>AND</u> CSLB License Number	Location of Business	DIR Registration Number

Portion of Work	Subcontractor Name <u>AND</u> CSLB License Number	Location of Business	DIR Registration Number

Name of Bidder_____

Signature_____

Name and Title_____

Dated_____

EXPERIENCE STATEMENT

Bidder submits, as a part of its Bid, the following statements as to its experience qualifications. Bidder certifies that all statements and information set forth below are true and accurate. Bidder hereby authorizes SBCWD to make inquiry as appropriate regarding its experience.

- a. Bidder has been engaged in the contracting business under its present business name for ____ years.
- b. Bidder's experience in Work of a nature similar in type and magnitude to that set forth in the Specification, must include installation of groundwater test wells, extends over a period of ____ years.
- c. Bidder, as contractor, has satisfactorily completed all contracts awarded to it, except as follows:

(Name any and all exceptions and reasons therefor. Bidder shall attach and designate additional pages if necessary.)

- d. Within the last three years Bidder has satisfactorily completed the following contracts covering Work similar in type and magnitude to that set forth in the Specification for the following owners: (person, firms, or authorities)

Owner's Name, Address & Telephone	Name of Owner's Representative	Type of Work and Year	Contract Amount (rounded to closest thousand dollars)

(Bidder shall attach and properly designate additional pages if necessary.)

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Section 2200 *et seq.*)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

- ☐ The Contractor is not:
- (i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
 - (ii) a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.
- ☐ Agency has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, Agency will be unable to obtain the goods and/or services to be provided pursuant to the Contract.
- ☐ The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

Signed _____

Titled _____

Firm _____

Date _____

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

Public Works Contractor Registration Certification

Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations.

See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

Name of Bidder: _____

DIR Registration Number: _____

Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Signature: _____

Name and Title: _____

Dated: _____

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that, _____
_____ hereinafter called the Principal, and _____
_____, a corporation duly organized under the laws of the State of _____,
having its principal place of business at _____ in the State of _____,
and authorized to do business in the State of California, hereinafter
call the Surety, are held and firmly bound unto the San Benito County Water District, hereinafter
called the Obligee, on order, in the sum of _____ Dollars
(\$_____) (being at least ten percent (10%) of the total amount of Principal's Bid
price) lawful money of the United States, for the payment of which we bind ourselves, our heirs,
executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Principal has submitted its Bid for the project entitled _____
_____ to the Obligee, the Bid, by reference thereto; being
hereby made a part hereof.

NOW, THEREFORE, if Principal's Bid is rejected or, in the alternate, if the Proposal is accepted
and the Principal signs and delivers a Contract and furnishes a Performance Bond and Payment
Bond, all in the form and within the time required by the Bid and the Contract Documents, then
this obligation shall become null and void, otherwise the same shall remain in full force and effect
and upon default of the Principal shall be forfeited to the Obligee, it being expressly understood
and agreed that the liability of the Surety for any and all default of the Principal shall be the amount
of this obligation as herein stated, as liquidated damages.

The Surety, for value received, hereby agrees that its obligations and its bond shall not be
impaired or affected by any extension of the time within which the Obligee may accept such
Proposal, and the Surety hereby waives notice of any such extension.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety
shall pay, in addition to the sum set forth above, all costs incurred by the Obligee in such suit,
including reasonable attorney's fees and expert witness fees, to be fixed by the court, in addition
to the penal sum of the Bond.

Signed this _____ day of _____, 20____.

BY: SURETY _____

BY: PRINCIPAL _____

Notary 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 _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

☐ Individual

☐ Corporate Officer

Title(s)

Title or Type of Document

☐ Partner(s)

☐ Limited

☐ General

Number of Pages

☐ Attorney-In-Fact

☐ Trustee(s)

☐ Guardian/Conservator

☐ Other:

Date of Document

Signer is representing:

Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

Note: Signature of person executing for Surety must be notarized and evidence of corporate authority attached.

END OF BID BOND

BOND FORMS

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the San Benito County Water District (hereinafter referred to as "SBCWD") has awarded to _____, (hereinafter referred to as the "Contractor") an agreement for _ North County Groundwater Supply Project – Monitoring Well Installation ____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated __September 2020__, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

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

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

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

As a condition precedent to the satisfactory completion of the Project, unless otherwise provided for in the Contract Documents, the guarantee obligation shall hold good for a period of one (1) year after the acceptance of the work by SBCWD, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect SBCWD from loss or damage resulting from or caused by defective materials or faulty workmanship the above obligation in penal sum thereof shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit SBCWD's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

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

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

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

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

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

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of Contract. including but not limited to the provisions of Sections 2819 and 2845 of the California Civil Code.

[Remainder of Page Left Intentionally Blank.]

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

CONTRACTOR/PRINCIPAL

Name

By_____

SURETY:

By: _____
Attorney-In-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

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

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety)

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

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

Notary 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 _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

Title or Type of Document

- ☐ Partner(s) ☐ Limited
 ☐ General

Number of Pages

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

END OF PERFORMANCE BOND

PAYMENT BOND (LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the San Benito County Water District (hereinafter referred to as "SBCWD ") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for _ North County Groundwater Supply Project – Monitoring Well Installation ____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated ____September 2020____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by SBCWD in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of

any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between SBCWD and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of Contract. including but not limited to the provisions of Sections 2819 and 2845 of the California Civil Code.

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

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

(Corporate Seal of Principal,
if corporation)

Principal (Property Name of Contractor)

By _____
(Signature of Contractor)

(Seal of Surety)

Surety

By _____
Attorney in Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary 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 _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- ☐ Individual
☐ Corporate Officer

Title(s)

Title or Type of Document

- ☐ Partner(s) ☐ Limited
 ☐ General

Number of Pages

- ☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

END OF PAYMENT (LABOR AND MATERIALS) BOND

AGREEMENT

North County Groundwater Supply Project – Monitoring Well Installation

This Agreement is made this ____ day of _____, 20__, between the San Benito County Water District ("SBCWD") and _____ ("Contractor") for performance of the following public work of improvement – North County Groundwater Supply Project – Monitoring Well Installation ____ (the "Project" or the "Work"), which shall be performed in accordance with all plans, specifications and other contract documents attached to or incorporated into this Agreement.

SECTION 1 - SCOPE

A. Contractor shall furnish all necessary management, supervision, labor, materials, tools, supplies, equipment, plant, services, engineering, testing and/or any other act or thing required to diligently and fully perform and complete the Project in accordance with the Contract Documents, which is generally described as follows:

1. Drilling of a minimum 12-inch diameter borehole to a total depth of approximately 800 feet, as determined by the District's Representative.
 - a. Formation samples will be collected every five feet by the Contractor and logged by the District's Representative.
 - b. Contractor will be responsible for the collection of formation samples.
 - c. A suite of geophysical logs will be collected on the completed borehole once total depth has been reached.
 - d. Contractor will be responsible for collection of geophysical logs.
2. All drilling shall be by rotary drilling method or similar approved drilling methods in strict compliance with these specifications at the specified location.
3. Following the completion of drilling, the District's Representative will evaluate the suitability of the location to serve as a test well. Should the location appear favorable, a test well will be installed in the exploratory borehole. However, if the District's Representative determines that the aquifer is not sufficient, then a well will not be completed.
4. If no well is installed, the borehole will be destroyed in accordance with these specifications and state and local requirements.
5. Test well construction shall include the installation of 6-inch diameter PVC casing, 6-inch diameter continuous slot PVC well screens in discrete aquifer zones, artificial filter pack corresponding to the screen zones, bentonite seals between screen zones, and annular and surface sanitary seal. The test well will generally conform to the design described in detail in these specifications. However, all final test well design details will be based on analysis of data gathered during the drilling process and observations made by the District's Representative.

6. The sanitary seal at the well will be installed in accordance with the San Benito County Water District (District) requirements. The Contractor will coordinate with the District's Representative and a representative from the District to allow inspection of the installation of the seal.
7. Drilling fluids and cuttings can be disposed of onsite or on a property neighboring the work site, as directed by the District and/or District's Representative.
8. The completed test well will be developed with a combination of mechanical surging, air lifting, and overpumping.
9. The first flush of water produced during development will be contained for disposal or to allow fines to settle prior to discharge.
10. Water generated during development, including the first flush of sediment laden water, will be discharged overland on the property. The District will coordinate the agreement for discharging development water on the property and will determine the appropriate location(s) and methods.
11. The test well is estimated to require approximately 50 hours of development. However, one of the goals of development is to reduce the turbidity in the produced water to less than 10 nephelometric turbidity units (NTU). The ultimate duration of development will be determined by the District's Representative.
12. Zone specific testing of the completed test well will be undertaken following the completion of development. These tests will be conducted on each discrete screened interval and shall consist of:
 - a. For each screen interval, the Contractor shall install pumping equipment fitted with packers above and below the screen interval.
 - b. The packer assemblies should be capable of sealing the screen zone off from the rest of the well so that discrete water quality samples can be collected.
 - c. The pumping equipment should be capable of producing approximately 100 gallons per minute from each screen zone and should be equipped with a throttle or valve to reduce the rate to as low as 20 gpm.
 - d. A means of collecting water levels with manual sounding devices and transducers shall be installed in the well during each test.
 - e. The discharge manifold will include a totalizing flow meter and a sample port.
13. A combined test while pumping from the entire well will be completed following zone specific testing. This test shall consist of the following:
 - a. The pumping equipment should be capable of producing approximately 200 gallons per minute and should be equipped with a throttle or valve to reduce the rate to as low as 20 gpm.

- b. No packer assemblies shall be included in this test pumping equipment and the pump intake shall be placed in a blank section of the well identified by the District's Representative.
 - c. A means of collecting water levels with manual sounding devices and transducers shall be installed in the well.
 - d. The discharge manifold will include a totalizing flow meter, a sample port and a means of connecting sprinkler pipe for land disposal of produced water.
- 14. The intent is that all water generated during well performance testing and water quality sampling will be discharged to a contained collection pit or spread overland within the work area boundaries as designated under the District's permit.
 - 15. Surface completion for the test well will consist of a protective locking above ground standpipe and an expansion plug in the top of the casing.

Without limiting the foregoing description, Contractor's scope of work includes, but is not limited to, the following:

- Submit all required samples, product data, certificates, operations and maintenance instructions, guarantees, and other submittals no later than 15 days after the date SBCWD issues a Notice to Proceed and before the preconstruction meeting.
- Satisfy all requirements of Section 01-16 Submittals within the attached Technical Specifications.
- Submit a list of all permits and licenses the Contractor shall obtain indicating the agency granting the permit, the expected date to submit the application, and the required date for the receipt of the permit.
- Protect all materials to be used in the Work in accordance with the specifications.
- Protect existing facilities and personal property.
- Attend a preconstruction conference with SBCWD to discuss schedule, access, sequence of work, and other issues.
- Prepare and submit a written daily activity report to SBCWD for each day on which work is performed, including weekends and holidays when worked, and submit reports to SBCWD no later than the next business day. The daily reports shall, at a minimum, include the following information: construction activities, construction crew sizes of general and subcontractors, start or completion of activities, progress on construction activities (including units or portions of work completed), tests or inspections performed, deliveries of material or equipment, delays or potential delays, visitors to the site, weather conditions, construction equipment used, and personal injuries or damage to property.
- The Contractor shall be responsible for unloading, hoisting and otherwise handling its own materials, supplies and equipment.
- Coordinate with owner-scheduled events.
- The Contractor is responsible for researching and complying with all local codes, agencies and jurisdictions that regulate and govern the Work.
- Contractor shall set up, identify, coordinate, provide safe access, and obtain all inspections for its work, as required by any authorized agency or applicable code, prior to covering up work.

B. The following documents are incorporated into and made part of this Agreement by reference:

- Notice Inviting Bids
- Instructions to and Information for Bidders
- Bid Forms and Addenda
- Bid Payment and Performance Bonds
- Insurance Requirements (Attachment A)
- Special Conditions
- Project Drawings
- Technical Specifications
- Standard Specifications for Public Works Construction (the "Green Book"), excluding Sections 1 through 9, most recent version (the Standard Specifications)
- Change Orders issued in accordance with the Contract Documents

C. These documents shall be referred to collectively as the "Contract Documents." The Contract Documents are intended to be complementary, and a requirement in one document is as effective as if it appeared in all of the Contract Documents. In the event of a conflict between any of the Contract Documents, the documents shall be given effect in the following order: Change Orders (most recent first), Addenda (most recent first), Technical Specifications, Plans, Special Conditions, Agreement, Standard Specifications, Bid Forms, Instructions to and Information for Bidders, Notice Inviting Bids.

D. Contractor shall comply with all requirements of the Contract Documents. Where there is a conflict between the requirements of the several Contract Documents, the more stringent requirements shall govern.

SECTION 2 - PRICE

A. SBCWD agrees to pay, and Contractor agrees to accept, the sum of _____ Dollars (\$_____) (the "Contract Price") subject to adjustments for changes in the work as may be directed in writing by SBCWD, as payment in full for the Work. Work to be done at unit prices will be paid based on actual quantities of work performed and accepted.

B. Contractor shall submit a payment application for the total work completed once each month and upon completion of the Project and satisfaction of all conditions of the Contract Documents. SBCWD shall make payment within thirty (30) days of receipt of a complete and undisputed application, less five percent retention. SBCWD shall release the retained funds (less any amounts in dispute, deducted for liquidated damages or as required by law, or other offsets) no less than thirty-five (35) days after the date SBCWD accepts the Work. Pursuant to Public Contract Code Section 22300, for monies earned by the Contractor and withheld by SBCWD to ensure the performance of the Contract, the Contractor may, at its option, choose to substitute securities meeting the requirements of Public Contract Code Section 22300.

If any of the Work is to be paid based on unit prices, Contractor shall submit a monthly itemized estimate of Work done for the purpose of making progress payments. Contractor shall submit, with each of its payment requests, an adjusted list of actual quantities, verified by SBCWD, for

unit price items listed, if any, in the Bid Form. Following SBCWD's acceptance of the Work, the Contractor shall submit to SBCWD a written statement of the final quantities of unit price items for inclusion in the final payment request. SBCWD shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any estimate for payment.

C. Contractor agrees to furnish, as a condition of payment, payroll affidavits, receipts, vouchers, certified payroll reports, and other documents, in form satisfactory to SBCWD, prior to receipt of any payment. Contractor shall submit Conditional and Unconditional waivers and release of lien upon (as provided in Civil Code Sections 8132, 8134, 8136 and 8138) on behalf of itself, subcontractors and suppliers that furnished labor, material, equipment or services to the Project.

SECTION 3 - ENTIRE AGREEMENT

This Agreement represents the entire agreement between SBCWD and Contractor and supersedes any prior written or oral representations. No oral order, objection, direction, claim or notice by any party or person shall affect or modify any of the terms or obligations contained in the Contract Documents.

SECTION 4 - TIME

A. Contractor shall complete the Project no later than **Ninety (90) calendar days** following SBCWD's issuance of the Notice to Proceed (the "Contract Time").

B. Time is of the essence of this Agreement.

C. Contractor shall provide SBCWD with scheduling information in a form acceptable to SBCWD, including any changes made by SBCWD in the scheduling of work. Contractor shall coordinate its work with that of all other contractors, subcontractors and suppliers so as not to delay or damage their performance.

D. If Contractor fails to complete the Project within the Contract Time, SBCWD will sustain damage. It is and will be impracticable to determine the actual damage which SBCWD will sustain in the event of and by reason of such delay, therefore Contractor will pay to SBCWD the sum set forth in the Special Conditions for each and every calendar day's delay beyond the time prescribed to complete the Work; Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that SBCWD may deduct the amount thereof from any monies due or that may become due the Contractor under the Contract.

E. It is further agreed that in case Contractor fails to complete the Project in all parts and requirements within the Contract Time, SBCWD shall have the right to extend the Contract Time or not, as may seem best to serve the interest of SBCWD; and if it decides to extend Contract Time, SBCWD shall further have the right to charge to the Contractor, his heirs, assigns or sureties, and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses directly chargeable to the Contract that accrue during the period of such extension.

F. The Contractor will not be assessed with liquidated damages or the cost of engineering and inspection during the delay in the completion of the Project caused solely by acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes; provided, that the

Contractor shall within three (3) days from the beginning of any such delay, notify the Engineer, in writing of the causes of delay. SBCWD shall ascertain the facts and the extent of delay, and his findings thereon shall be final and conclusive.

G. As an express condition of any adjustment of the Contract Time or Contract Price on account of delay, including delay caused by acts of SBCWD, Contractor must give SBCWD written notice of the commencement of delay within three (3) days of its occurrence.

SECTION 5 - LABOR

A. The Contract is subject to California Labor Code Sections 1720 and following, and Contractor and any subcontractor shall pay not less than the specified prevailing rates of wage to all workers employed in performance of the Work. Pursuant to the provisions of Section 1770 of the California Labor Code, SBCWD has obtained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension and similar purposes in SBCWD, as determined by the Director of the Department of Industrial Relations, a copy of which is on file in the office of SBCWD, and shall be made available for viewing to any interested party upon request. The Contractor and each subcontractor shall forfeit as a penalty to SBCWD not more than Two Hundred Dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate in violation of the Labor Code. In addition, the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

B. Contractor's attention is directed to the provisions in Section 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under the Contractor. It shall be the responsibility of the Contractor to effectuate compliance on the part of itself and any subcontractors with the requirements for employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

C. Pursuant to Labor Code Section 1776, the Contractor and each subcontractor shall maintain weekly certified payroll records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the work. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury. In the event of noncompliance with the requirements of this Section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying any item or actions necessary to achieve compliance with this section. If Contractor or subcontractor does not comply after such ten (10)-day period, the Contractor shall, as a penalty to SBCWD, forfeit One Hundred Dollars (\$100) for each day, or portion thereof, for each worker until strict compliance is effectuated.

D. In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations ("DIR") on a weekly basis and in the format prescribed by the DIR, which may include electronic submission. Contractor shall comply with all requirements and regulations from the DIR relating to labor compliance monitoring and enforcement.

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

F. Pursuant to the requirements of Division 4 of the Labor Code, the Contractor will be required to secure the payment of worker's compensation to its employees in accordance with the provisions of Section 3700 of the Labor Code. Prior to commencement of work, the Contractor shall sign and file with the Engineer a certification in the following form:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the work of this contract."

G. If the Contract Price is greater than \$25,000, Contractor shall, in advance of excavation five feet or more in depth, submit to SBCWD a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. The plan shall not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations, and all costs therefor shall be included in the Contract Price. Nothing in this section shall be deemed to allow the use of a shoring, bracing, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this section shall be construed to impose a tort liability on SBCWD, any of its officers, officials, partners, employees, agents, Contractors or volunteers. SBCWD's review of the Contractor's excavation plan is only for general conformance to the Construction Safety Orders. Prior to commencing any excavation, the Contractor shall designate in writing to SBCWD the "competent person(s)" with the authority and responsibilities designated in the Construction Safety Orders.

H. Full compensation for conforming to the requirements of this section shall be considered as included in the Contract Price, and no additional compensation will be allowed therefore.

SECTION 6 - CHANGES IN WORK

A. Contractor shall make no changes in the Work without written direction from SBCWD. Contractor shall not be compensated for any change made without any SBCWD's written direction. No changes in the work covered by this Agreement shall exonerate any surety or any bond given in connection with this Agreement.

B. If SBCWD directs the Contractor in writing to make changes in the work that materially affect the cost of performing the work, the Contract Price will be adjusted based on one of the following:

1. Where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities involved in the changed Work;
2. By a combination of existing and new unit prices and related quantities for the changed work;

3. Time and Materials, calculated as set forth in Section 6(C), below; or
4. By mutual acceptance of a lump sum.

C. The cost for extra or changed work performed on a Time and Materials basis shall be determined as follows:

1. Labor: Contractor will be paid cost of labor for workers used in actual and direct performance of extra work, including only :
 - (a) Actual Wages: Actual wages paid shall include any employer payments to or on behalf of workers for health and welfare, pension, vacation, and similar purposes.
 - (b) Labor Surcharge: Payments imposed by local, county, state, and federal laws and ordinances, and other payments made to, or on behalf of, workers, other than actual wages as defined above, such as taxes and insurance. Labor surcharge shall be and shall not exceed that set forth in California Department of Transportation official labor surcharges schedule which is in effect on date upon which extra or changed work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein.
2. Material: Only materials furnished by Contractor and necessarily used in performance of extra Work will be paid for. Cost of such materials will be cost, including sales tax and delivery charges, to purchaser (Contractor, Subcontractor or other forces) from supplier thereof, except as the following are applicable: (a) If cash or trade discount by actual supplier is offered or available to purchaser, it shall be credited to SBCWD notwithstanding fact that such discount may not have been taken. (b) For materials salvaged upon completion of extra Work, salvage value of materials shall be deducted from cost, less discounts, of materials. (c) If SBCWD determines that cost of a material is excessive, then cost of material shall be deemed to be lowest reasonably available wholesale price at which material is available in quantities concerned delivered to Site, less any discounts described in (a), above.
3. Equipment: For Contractor-owned equipment, payment will be made at rental rates listed for equipment in California Department of Transportation official equipment rental rate schedule which is in effect on date upon which extra Work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein. If there is no applicable rate for an item of equipment, then payment shall be made for Contractor- or Subcontractor-owned equipment at rental rate listed in the most recent edition of the Association of Equipment Distributors (AED) book.
 - (a) For rented equipment, payment will be made based on actual rental invoices. Equipment used on extra Work shall be of proper size and type.
 - (b) Cost of equipment shall be calculated at rental rate for equipment of proper size and type, as determined by SBCWD. Rental rates paid shall be deemed to cover cost of fuel, oil, lubrication, supplies, small tools,

necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Unless otherwise specified, manufacturer's ratings, and manufacturer-approved modifications, shall be used to classify equipment for determination of applicable rental rates. Rental time will not be allowed while equipment is inoperative due to breakdowns.

- (c) Individual pieces of equipment or tools having a replacement value of \$100 or less, whether or not consumed by use, shall be considered to be small tools.

4. Work Performed by Special Forces or Other Special Services: When SBCWD and Contractor, by agreement, determine that special service or item of extra Work cannot be performed by forces of Contractor or those of any Subcontractors, service or extra Work item may be performed by specialist. Invoices for service or item of extra Work on basis of current market price thereof may be accepted without complete itemization of labor, material, and equipment rental costs when it is impracticable and not in accordance with established practice of special service industry to provide complete itemization. In those instances wherein Contractor is required to perform extra Work necessitating a fabrication or machining process in a fabrication or machine shop facility away from Site, charges for that portion of extra Work performed in such facility may, by agreement, be accepted as a specialist billing. In lieu of overhead and profit provided in paragraph 5(a), below, fifteen percent (15%) will be added to specialist invoice price, after deduction of any cash or trade discount offered or available, whether or not such discount may have been taken.

5. Overhead Defined:

- (a) The following constitutes charges that are deemed included in overhead for all Contract Modifications, including work performed on a Time and Materials basis. Contractor shall not invoice or receive payment for these costs separately: Drawings: field drawings, Shop Drawings, etc., including submissions of drawings; Routine field inspection; General Superintendence; General administration and preparation of cost proposals, schedule analysis, Change Orders, and other supporting documentation; Computer services; Reproduction services; Salaries of project engineer, superintendent, timekeeper, storekeeper, and secretaries; Janitorial services; Small tools, incidentals and consumables; Temporary on-Site facilities (Offices, Telephones, Plumbing, Electrical Power, lighting; Platforms, Fencing, Water, Home office expenses; vehicles and fuel used for work otherwise included in the Contract Documents; Surveying; Estimating; Protection of Work; Handling and disposal fees; Final cleanup; Other incidental Work; Related warranties.

6. Overhead and Profit for Time and Materials:

For work Contractor performs on Time and Materials at SBCWD's direction, the following markups will be added to the cost of labor, materials and equipment, calculated as described above.

- (a) Overhead and profit on labor shall be fifteen percent (15%).
- (b) Overhead and profit on materials shall be fifteen percent (15%).
- (c) Overhead and profit on equipment rental shall be ten percent (10%).
- (d) When work is performed by a first tier Subcontractor, Contractor shall receive a five percent (5%) markup on Subcontractor's total costs of extra work. First tier Subcontractor's markup on its Work shall not exceed fifteen percent (15%).
- (e) When extra Work is performed by a lower tier Subcontractor, Contractor shall receive a total of five percent (5%) markup on the lower tier Subcontractor's total costs of extra work. Contractor and first tier Subcontractors and lower tier Subcontractors shall divide the fifteen percent (15%) markup as mutually agreed.
- (f) Notwithstanding the foregoing, in no case shall the total markup on any extra work exceed twenty percent (20%) of the direct cost, notwithstanding the actual number of Contract tiers.
- (g) On proposals covering both increases and decreases in Contract Price, overhead and profit shall be allowed on the net increase only as determined in this paragraph. When the net difference is a deletion, no percentage for overhead or profit will be allowed, but rather a deduction shall apply.
- (h) The markup shall include profit, small tools, cleanup, supervision, warranties, cost of preparing the cost proposal, jobsite overhead, and home office overhead. No markup will be allowed on taxes, insurance, and bonds.

D. If SBCWD directs the Contractor in writing to make changes in the Work that materially affect the time required to perform the Work, SBCWD will make a reasonable adjustment to the Contract Time.

SECTION 7 - CLAIMS AND DISPUTES

A. If any dispute shall arise between SBCWD and Contractor regarding performance of the work, or any alleged change in the work, Contractor shall timely perform the disputed work and shall give written notice of a claim for additional compensation for the work to SBCWD within three (3) days after commencement of the disputed work. Contractor's failure to give written notice within the three (3)-day period constitutes an agreement by Contractor that it will receive no extra compensation for the disputed work.

B. If a claim cannot be resolved through direct discussions between SBCWD and Contractor, disputes for \$375,000 or less shall be handled in accordance with Public Contract Code Sections 20104 et seq. SBCWD shall respond in writing within 60 Days of receipt, or, may request in writing within 30 Days of receipt of the claim, any additional documents supporting the claim or relating to defenses or claims SBCWD may have against the claimant. If additional information is needed thereafter, it shall be provided upon request. SBCWD's response shall be submitted within 30 Days after receipt of the further documents, or within the same period of time taken by

the claimant to produce the additional information or documents, whichever is greater. The Contractor shall make these records and documents available at all reasonable times, without any direct charge.

C. If a claim is more than \$375,000, the parties agree to participate in mediation with a mutually agreeable mediator following an exchange of documents reasonably necessary for resolution of the issues in dispute.

D. If the claimant disputes SBCWD's response, or if SBCWD fails to respond within the statutory time period(s), the claimant may so notify SBCWD within 15 Days of the receipt of the response or the failure to respond, and demand an informal conference to meet and confer for settlement. Upon such demand, SBCWD shall schedule a meet and confer conference within 30 Days.

E. If following the meet and confer conference, the claim or any portion thereof remains in dispute, the claimant may file a claim pursuant to Government Code sections 900 et seq. and Government Code sections 910 et seq. For purposes of those provisions, the time within which a claim must be filed shall be tolled from the time the claimant submits the written claim until the time the claim is denied, including any time utilized for the meet and confer conference.

F. Submission of a claim, properly certified, with all required supporting documentation, and written rejection or denial of all or part of the claim by SBCWD, is a condition precedent to any action, proceeding, litigation, suit, or demand for arbitration by Contractor.

G. Venue for any litigation arising out of or relating to this Agreement shall be San Benito County, California.

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

SECTION 8 - INSPECTION AND PROTECTION OF WORK

A. Responsibility for, and security of, all work and materials is the responsibility of the Contractor until final acceptance of the Project by SBCWD.

B. Contractor shall make the work accessible at all reasonable times for inspection by SBCWD. Contractor shall, at the first opportunity, inspect all material and equipment delivered to the jobsite by others to be used or incorporated in the Contractor's work and give prompt notice of any defect therein. Contractor assumes full responsibility to protect the work done hereunder until final acceptance by SBCWD.

C. When the Work is completed, Contractor shall request, in writing, a final inspection. Within ten (10) days of the receipt of such request, SBCWD shall make a final inspection. The Contractor or its representatives may be present at the final inspection. The purpose of such final inspection shall be to determine whether the Work has been completed in accordance with the Contract Documents, including all change orders and all interpretations and instructions previously issued.

D. SBCWD may reject materials or Work that does not meet the requirements of the Contract Documents. If SBCWD does so, Contractor shall promptly remove the rejected materials or work and replace it with materials or work that meet the requirements of the Contract Documents, at no additional cost to SBCWD.

SECTION 9 - ASSIGNMENT AND SUBCONTRACTING

- A. Contractor shall give personal attention to the performance of the Contract and shall keep the Work under its control.
- B. No subcontractors will be recognized as such, and all persons engaged in the work of construction will be considered as employees of the Contractor, who will be held responsible for their work which shall be subject to the provisions of the Contract and specifications.
- C. No subcontractor who is ineligible to bid work on, or be awarded, a public works project under Labor Code Sections 1771.1 or 1777.7 can bid on, be awarded or perform work as a subcontractor on the Project. The Contractor is prohibited from performing work on the Project with a subcontractor who is ineligible to perform work on a public works project under these sections of the Labor Code.
- D. When a portion of the work which has been subcontracted by the Contractor is not being prosecuted in a manner satisfactory to SBCWD, the subcontractor shall be removed immediately on the requisition of SBCWD in the manner required by law and shall not again be employed on the work.
- E. Contractor may not assign any portion of the Contract except upon written consent of SBCWD.

SECTION 10 - TERMINATION

- A. Should Contractor fail within seven (7) calendar days from receipt of SBCWD's written notice to correct any default, including but not limited to failure perform the Work in accordance with the Contract Documents, failure to comply with the directions of SBCWD, or failure pay its creditors, SBCWD may terminate this Agreement and/or, in its sole discretion, make a demand on Contractor's performance bond surety. Following a termination for default, SBCWD shall have the right to take whatever steps it deems necessary to complete the Project and correct Contractor's deficiencies and charge the cost thereof to Contractor, who shall be liable for the full cost of SBCWD's corrective action, including reasonable overhead, profit and attorneys' fees.
- B. SBCWD may at any time terminate the Contract at SBCWD's convenience upon five (5) days written notice to Contractor; in the event of termination for convenience, Contractor shall recover only the actual cost of work completed to the date of termination, which costs are documented to SBCWD's satisfaction, calculated in accordance with Section 6, above. Contractor shall not be entitled to any claim or lien against SBCWD for any additional compensation or damages in the event of such termination.
- C. If SBCWD terminates Contractor for cause, and if it is later determined that the termination was wrongful, such default termination shall automatically be converted to and treated as a termination for convenience. In such event, Contractor shall be entitled to receive only the amounts payable under this section, and Contractor specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits.

SECTION 11 - HOLD HARMLESS AND INDEMNIFICATION

A. SBCWD and all officers and employees thereof connected with the Work, shall not be answerable or accountable in any manner: for any loss or damage that may happen to the Work or any part thereof; for any loss or damage to any of the materials or other things used or employed in performing the Work; for injury to or death of any person; or for damage to property from any cause except losses due to sole or active negligence of SBCWD's officers or employees.

B. Contractor shall indemnify, defend with legal counsel approved by SBCWD, and hold harmless SBCWD, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or related to the Work or the Project, except such loss or damage which is caused by the sole or active negligence or willful misconduct of SBCWD. Should conflict of interest principles preclude a single attorney from representing both SBCWD and Contractor, or should SBCWD otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse SBCWD its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other cost and fees of litigation. The Contractor shall promptly pay any final judgment rendered against SBCWD (and its officers, officials, employees and volunteers) except for claims determined by a trier of fact to have been the result of SBCWD's sole or active negligence or willful misconduct. The foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

C. Contractor's obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of SBCWD under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless SBCWD for liability attributable to the active negligence of SBCWD, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where SBCWD is shown to have been actively negligent and where SBCWD's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of SBCWD.

D. In addition to any remedy authorized by law, so much of the money due the Contractor under and by virtue of the contract as shall be considered necessary by SBCWD, may be retained by SBCWD until disposition has been made of such suits or claims for damage.

SECTION 12 - BONDS AND INSURANCE

A. Bonds

1. Within ten (10) days after being notified of the award of the contract, and before SBCWD will execute the agreement for construction, the Contractor to whom the Contract is awarded shall furnish and file with SBCWD Performance and Payment Surety bonds as set forth below.
2. Contractor shall submit the bonds on the forms provided with the Contract Documents, duly executed by a responsible corporate surety listed in the United States Department of the Treasury circular entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as

Acceptable Reinsuring Companies," authorized to do business in the State of California and acceptable to SBCWD conditioned upon the faithful performance by the Contractor of all requirements of the Contract Documents. Each of the bonds shall be in a sum no less than one hundred percent (100%) of the Contract Price.

B. Insurance

1. Contractor shall obtain, at its sole cost and expense, all insurance required by Attachment A to this Agreement. Certificates of such insurance and copies of the insurance policies and endorsements shall be delivered to SBCWD within ten (10) days after being notified of the award of the contract, and before execution of the agreement for construction by SBCWD.

SECTION 13 - WARRANTY

Contractor warrants to SBCWD that all materials and equipment furnished shall be new, free from faults and defects and of good quality and conform to the requirements of the Contract Documents.

Contractor hereby warrants its work against all deficiencies and defects for the period required by the Contract Documents or the longest period permitted by California law, whichever is greater. Unless otherwise stated in the Contract Documents, warranty periods shall begin upon the filing of the Notice of Completion and shall be for one year.

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

SECTION 14 - LAWS TO BE OBSERVED

A. Contractor shall keep itself fully informed of all existing and future state and federal laws and county and municipal ordinances and regulations that in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

B. Contractor shall at all times observe and comply with, and shall cause all of its agents and employees to observe and comply with all such existing and future Federal, State and local laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the Project; and shall protect and indemnify SBCWD, and all officers and employees thereof connected with the Project, against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by SBCWD's representative or their employees. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications, or contract for the work in relation to any such law, ordinance, regulation, order or decree, Contractor shall promptly report the same to SBCWD in writing.

C. This Contract shall be governed by and construed in accordance with the laws of the State of California.

SECTION 15 - MISCELLANEOUS

A. Existing Utilities

The location of known existing utilities and pipelines are shown on the Plans in their approximate locations. However, nothing herein shall be deemed to require SBCWD to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the project can be inferred from the presence of other visible facilities, such as buildings, cleanouts, meter and junction boxes, on or adjacent to the site of the Project. Underground facilities not known to SBCWD may exist, or be in a location different from that which is shown in the Contract Documents.

Contractor shall take all steps reasonably necessary to ascertain the exact location of all underground facilities prior to doing work that may damage such facilities or interfere with their service, including but not limited to calling Underground Service Alert to locate utilities in accordance with the procedures described in Government Code 4215 et seq. Contractor shall protect from damage any utility facilities that are to remain in place, be installed, relocated or otherwise rearranged.

If the Contractor is required to locate, repair damage not due to the Contractor's failure to exercise reasonable care, and remove or relocate existing main or trunk line utility facilities, it shall be compensated under Section 6 of this Contract – Changes in the Work – including payment for equipment on the Project necessarily idled during such work.

The right is reserved by SBCWD and the owners of underground facilities or their authorized agents, to enter the job for the purpose of making such changes as are necessary for the rearrangement of their facilities or for making necessary connection or repairs to their properties. The Contractor shall cooperate with forces engaged in such work and shall conduct his operations in such a manner as to avoid any delay or hindrance to the work being performed by such other forces.

SBCWD will assume the responsibility for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Project site if such utilities are not identified by SBCWD in the Contract Documents or which can reasonably be inferred from the presence of other visible facilities.

B. Utility Location

It shall be the Contractor's responsibility to determine the exact location and depth of all utilities, including service connections, which have been marked by the respective utility owners and which the Contractor believes may affect or be affected by the Contractor's operations. The Contractor shall not be entitled to additional compensation nor time extensions for work necessary to avoid interferences nor for repair to damaged utilities if the Contractor does not expose all such existing utilities as required by this section.

The locating of utilities shall be in conformance with Government Code Section 4216 except for SBCWD's utilities located on SBCWD's property and not on public right-of-way.

After the utility survey is complete, the Contractor shall commence "potholing" or hand digging to determine the actual location of the pipe, duct, or conduit. Contractor shall notify SBCWD before starting potholing operations.

The Contractor's attention is directed to the requirements of Government Code Section 4216.2 (a)(2) which provides: "When the excavation is proposed within 10 feet of a high priority subsurface installation, the operator of the high priority subsurface installation shall notify the excavator of the existence of the high priority subsurface installation prior to the legal excavation start date and time, as such date and time are authorized pursuant to paragraph (1) of subdivision (a) of 4216.2. The excavator and the operator or its representative shall conduct an onsite meeting at a mutually-agreed-on time to determine actions or activities required to verify the location of the high priority subsurface installation prior to start time." The Contractor shall notify SBCWD in advance of this meeting.

C. Differing Site Conditions

1. The Contractor shall promptly, and before the following conditions are disturbed, notify SBCWD in writing of any:
 - (a) 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.
 - (b) Subsurface or latent physical conditions at the site differing materially from those indicated by information about the site made available to bidders before the deadline for submitting bids, or
 - (c) 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 this Contract.
2. Contractor shall give Notice in accordance with the Change Order provisions above.
3. SBCWD shall promptly investigate the conditions, and if it finds that such conditions do materially so differ, or do involve hazardous waste, and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work, it shall issue a change order under the provisions described in the Contract Documents.
4. No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in the Contract Documents.
5. In the event a dispute arises between SBCWD and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from completing the Work as provided in the Contract Documents. The Contractor shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by this Contract or by law, which pertain to the resolution of disputes and protests.

D. Records and Audits

1. Contractor and its subcontractors shall establish and maintain records pertaining to this contract. Contractor's and subcontractors' accounting systems shall conform to generally accepted accounting principles and all records shall provide a breakdown of all costs charged under this contract, including properly executed payrolls, time records, invoices and vouchers.
2. Contractor shall permit SBCWD and its authorized representatives to inspect, examine and make copies of Contractor's books, records, accounts, and any and all data relevant to this Contract at any reasonable time for the purpose of auditing and verifying statements, invoices, or bills submitted by Contractor pursuant to this contract and shall provide such assistance as may be reasonably required in the course of such inspection. SBCWD further reserves the right to examine and re-examine said books, records, accounts, and data during the three (3)-year period following the termination of this Contract; and Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatever for three (3) years after the termination of this Contract.
3. Pursuant to California Government Code Section 8546.7, the parties to this Contract shall be subject to the examination and audit of representative of the Auditor General of the State of California for a period of three (3) years after final payment under the contract. The examination and audit shall be confined to those matters connected with the performance of this contract including, but not limited to, the cost of administering the contract.

E. Clayton Act and Cartwright Act

Section 7103.5 of the Public Contract Code specifies that 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. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Sec. 16700) of Part 2 of Division 7 of the Business Profession Code, arising from purchase of goods, services or materials pursuant to the contract or subcontract. Pursuant to Public Contract Code Section 7103.5 the Contractor and all of its Subcontractors hereby offer and agree to assign to SBCWD 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. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Sec. 16700) of Part 2 of Division 7 of the Business Profession Code, arising from purchase of goods, services or materials pursuant to this Agreement. This assignment shall become effective when SBCWD tenders final payment to the Contractor without further acknowledgement by the parties.

F. Site Superintendent

The Contractor shall provide competent supervision and staffing of the Work as approved by SBCWD. The Contractor or designated representative shall be present at the site at all times while work is actually in progress. Superintendent must be able to proficiently speak, read and write in English.

G. Character of Workers

If any or person employed by the Contractor or any Subcontractor shall appear to SBCWD to be incompetent or to act in a disorderly or improper manner, he shall be discharged immediately on the request of SBCWD, and such person shall not again be employed on the Work.

H. Notices

All notices permitted or required under this Agreement shall be given at the following address, or at such other address as the parties may provide in writing for this purpose:

San Benito County Water District:

CONTRACTOR:

Email: garrett@sbcwd.com

Email: _____

Attn: Garrett Haertel

Attn: _____

The parties may designate, in writing, other individuals to whom notice is to be given. Notices shall be deemed to be received upon personal delivery to the addresses above; if sent by email, upon delivery; if sent by overnight delivery, upon delivery as shown by delivery service records; if sent by facsimile, upon receipt as confirmed by the sending facsimile equipment; if by United States Postal Service, five days after deposit in the mail.

SECTION 16 - WAIVERS OF LIEN

Upon request the Contractor shall submit a complete list of major suppliers and/or subcontractors who will be providing material and/or labor for the performance of the Work, and shall submit with each payment request waivers of lien from each major supplier and/or subcontractor. Sample forms to be used will be furnished by SBCWD.

SECTION 17 - CLEAN-UP

Contractor will remove from the project site all debris resulting from performance of the Work no less often than daily. If Contractor fails to do so, SBCWD may, after twenty-four (24) hours' notice to Contractor, clean up the site and deduct the cost from the Contract Price.

SECTION 18 - LICENSE REQUIREMENT

Contractor's attention is directed to Business and Professions Code Sections 7000 et seq. concerning the licensing of contractors. At the time Contractor enters into this Contract and all times Contractor is performing the Work, Contractor shall have a valid license issued by the Contractors State License Board in the classification stated in the Special Conditions. All bidders and subcontractors shall be licensed in accordance with the laws of this State and any contractor or subcontractor not so licensed is subject to penalties imposed by such laws.

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

referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

SECTION 19 - COMPLIANCE WITH STATE STORM WATER PERMIT

Contractor shall be required to comply with all aspects of the State Water Resources Control Board (State Water Board) Water Quality Order No. 2009-0009-DWQ, including any and all subsequent amendments. National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity (Permit) for all projects that involve construction on or disturbance of one acre or more of land or which are part of a larger common area of development.

SAN BENITO COUNTY WATER DISTRICT: CONTRACTOR:

By: _____

By: _____
(Authorized Representative of Contractor)

Dated: _____

Printed Name: _____

ATTEST:

Title: _____
(Attach Notary Acknowledgment for
Authorized Representative of Contractor)

Board Secretary

License No. _____

Dated: _____

(Contractor Signature must be Notarized)

SPECIAL CONDITIONS

1.1 LIQUIDATED DAMAGES

- A. As provided in the Notice Inviting Bids, Contractor shall pay to SBCWD the sum of \$1,000 for each and every calendar day's delay in completion of the Work beyond expiration of the Contract Time.

1.2 LICENSE CLASSIFICATION

- A. In accordance with Section 3300 of the Public Contract Code, SBCWD has determined that the Contractor shall have a **Class C-57 Well Drilling Contractor License** at the time it enters into the Contract and at all times it is performing the Work.

1.3 ASSIGNED CONTRACTOR PERSONNEL

- A. Contractor and subcontractor employees who will perform on this project may be subject to a background investigation.

1.4 COOPERATION AND CARE

- A. Should construction be under way by SBCWD, other agencies or other contractors within or adjacent to the limits of the work specified or should work of any other nature be under way by other forces within or adjacent to said limits, the Contractor shall cooperate with all such other contractors or other forces to the end that any delay or hindrance to their work will be avoided. SBCWD reserves the right to perform other or additional work at or near the site (including material sources) at any time, by the use of other forces.
- B. Until the final acceptance of the contract, the Contractor shall have the charge and care of the Work and of the materials to be used therein, including materials for which partial payment has been received. SBCWD shall not be held responsible for the care or protection of any material or parts of the Work prior to final acceptance, except as expressly provided in the Special Conditions.
- C. The contractor shall verify all elevations and dimensions shown on the construction drawings within SBCWD right-of-way prior to starting Work. The contractor shall notify the owner's representative of any discrepancy in the construction drawings or site conditions so that proper clarifications can be made before construction begins.

1.5 PROGRESS OF THE WORK

- A. Hours of work - Overtime and holidays. The Contractor shall perform all work during the hours of 8:00 a.m. to 4:30 p.m., Monday through Friday unless otherwise authorized by SBCWD in writing. If the Contractor wishes to work during any other hours or on weekends, written permission must be received from SBCWD. The request must be received at least two (2) working days in advance of any work. No work will be allowed on SBCWD Holidays except in the case of an emergency. A listing of SBCWD holidays is on file in the office of SBCWD. If Contractor requests overtime work in which SBCWD will incur costs, Contractor shall be responsible for

payment of SBCWD's costs incurred in connection with the overtime work. SBCWD will invoice the Contractor at time and one half to cover the costs incurred. If Contractor does not pay the invoice within ten (10) days, SBCWD may deduct the amount billed from other payments due or to become due to Contractor under the Contract.

- B. SBCWD shall have the authority to suspend the Work wholly or in part, for such a period as it may deem necessary.
- C. Inspection. All Work shall be inspected by SBCWD. The charges for inspection shall be in accordance with SBCWD's regulations. If SBCWD is unable to provide an inspector or inspectors, Contractor shall reschedule the Work for another time at no cost to SBCWD. Work performed without inspection shall be rejected.

1.6 LIMITS OF WORK

- A. The "limits of work" are shown on the plans. The Contractor shall make its own arrangements, and pay all expenses for additional area required outside of the limits of work unless provided in the Special Conditions.

1.7 TEMPORARY FIELD OFFICE

NOT USED.

1.8 FUGITIVE DUST

- A. In addition to all other environmental and air quality requirements of the Contract Documents, Contractor must also comply with Monterey Bay Air Resources District's Fugitive Dust regulations, to reduce the amount of particulate matter entrained in the ambient air as a result of the Project.
- B. SBCWD has considered these other contractors when determining the Contract Times and no additional time or compensation will be added to the Contract due to these requirements.

END OF SPECIAL CONDITIONS

ATTACHMENT A
INSURANCE REQUIREMENTS FOR MINOR PUBLIC WORKS PROJECTS

1. Time for Compliance. Contractor shall not commence Work under this Agreement until it has provided evidence satisfactory to SBCWD that it has secured all insurance required under this Section. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein. Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence SBCWD that the subcontractor has secured all insurance required under this Section.
2. Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement and shall verify subcontractors' compliance. Contractor's and subcontractor's insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto) or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance, with statutory limits. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability or (2) cross liability for claims or suits by one insured against another.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$2 Million per occurrence, \$4 Million aggregate for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1 million per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation: statutory limits. Employer's Liability limits of \$1 million per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits. Notwithstanding the minimum limits set forth above, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds.

(C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with SBCWD. If such coverage is cancelled or materially reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with SBCWD evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, SBCWD has the right but not the duty to obtain the insurance it deems

necessary and any premium paid by SBCWD will be promptly reimbursed by Contractor or SBCWD may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, SBCWD may suspend or terminate this Agreement.

3. Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by SBCWD, to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37 (including completed operations), or endorsements providing the exact same coverage, SBCWD, its directors, officials, officers, employees, agents, and volunteers and any other Additional Insured named in the Special Conditions shall be covered as additional insureds with respect to the Work or ongoing and completed operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects SBCWD, its directors, officials, officers, employees, agents, and volunteers and any other Additional Insured named in the Special Conditions, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of SBCWD, before SBCWD's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by SBCWD, its directors, officials, officers, employees, agents, and volunteers and any other Additional Insured named in the Special Conditions shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) SBCWD, its directors, officials, officers, employees, agents, and volunteers and any other Additional Insured named in the Special Conditions shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects SBCWD, its directors, officials, officers, employees, agents, and volunteers and any other Additional Insured named in the Special Conditions, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by SBCWD, its directors, officials, officers, employees, agents, and volunteers and any other Additional Insured named in the Special Conditions shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth above, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree, using form WC 00 03 13 or the exact equivalent to waive all rights of subrogation against SBCWD, its directors, officials, officers, employees, agents, and volunteers and any other Additional Insured named in the Special Conditions for losses paid under the terms of the insurance policy.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to include the following provisions:

- (i) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to SBCWD and all additional insureds,
- (ii) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to SBCWD and any other additional insureds,
- (iii) standard separation of insureds provisions,
- (iv) no special limitations on the scope of protection afforded to SBCWD, and all additional insureds,
- (v) waiver of any right of subrogation of the insurer against SBCWD, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others required to provide insurance in compliance with these specifications to waive their right of recovery prior to a loss. By signing this agreement, Contractor hereby waives its own right of recovery against SBCWD or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

4. Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by SBCWD. Contractor shall guarantee that, at the option of SBCWD, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects SBCWD, its directors, officials, officers, employees, agents, and volunteers and any other Additional Insured named in the Special Conditions; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.
5. Claims Made Policies. Claims made policies are not acceptable.
6. Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until Contractor has verified that the subcontractor has provided evidence to SBCWD that they have secured all insurance required under this Section. If requested by Contractor, SBCWD may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and SBCWD shall be named as additional insureds on all subcontractors' policies of Commercial General Liability Insurance.
7. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to SBCWD.
8. Verification of Coverage. Contractor shall furnish SBCWD with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to SBCWD. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates

and endorsements must be received and approved by SBCWD before work commences. SBCWD reserves the right to require complete, certified copies of all required insurance policies, at any time.

9. Reservation of Rights. SBCWD reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

END OF INSURANCE REQUIREMENTS

TECHNICAL SPECIFICATIONS

North County Groundwater Supply Project – Monitoring Well Installation

TECHNICAL SPECIFICATIONS

SAN BENITO NORTH COUNTY HOLLISTER TEST WELL INSTALLATION AND TESTING

**PREPARED FOR:
SAN BENITO COUNTY WATER
DISTRICT**

July 2020



2490 Mariner Square Loop, Suite 215
Alameda, CA 94501
510.747.6920
www.toddgroundwater.com

Table of Contents

Section 01 – Description of Work	1
Section 01-01 – Drilling Location	4
Section 01-02 – Codes and Standards.....	5
Section 01-03 – Permits and Licenses.....	5
Section 01-04 – Health and Safety Plan	5
Section 01-05 – Site Cleanup	6
Section 01-06 – Water for Construction	6
Section 01-07 – Drilling Fluids and Cuttings Management and Disposal	7
Section 01-08 – Discharge Water- General.....	7
Section 01-09 – Noise	9
Section 01-10 – Protection of Groundwater Resources	9
Section 01-11 – Electric Power	9
Section 01-12 – Protection of Existing Utilities.....	9
Section 01-13 – Existing Site Conditions.....	10
Section 01-14 – Construction Limitations.....	10
Section 01-15 – Site Access.....	10
Section 01-16 – Submittals	10
Section 01-17 – Payment	11
Section 02 – Mobilization and Demobilization	12
Section 02-01 – General.....	12
Section 02-02 – Final Cleanup.....	12
Section 02-03 – Payment	12
Section 03 – Sampling and Records	13
Section 03-01 – General.....	13
Section 03-02 – Daily Report.....	13
Section 03-03 – Well Completion Report	13
Section 03-04 – Driller's Log.....	13
Section 03-05 – Penetration Rate Logs.....	14
Section 03-06 – Lithologic Log	14
Section 03-07 – Formation Sampling.....	14
Section 04 – Borehole Drilling.....	16
Section 04-01 – General.....	16
Section 04-02 – Methods	16
Section 04-03 – Drilling Fluid	17

Technical Specifications

**San Benito North County Hollister Test
Well**

Section 04-04 – Payment	18
Section 05 – Borehole Geophysical Testing	19
Section 05-01 – General.....	19
Section 05-02 – Payment	20
Section 06 – Well Casing	21
Section 06-01 – General.....	21
Section 06-02 – Casing Selection	21
Section 06-03 – Installation	22
Section 06-04 – Payment	22
Section 07 – Well screen.....	23
Section 07-01 – General.....	23
Section 07-02 – Screen Selection.....	23
Section 07-03 – Joints	25
Section 07-04 – Installation	25
Section 07-05 – Payment	25
Section 08 – Artificial filter pack	27
Section 08-01 – General.....	27
Section 08-02 – Filter Pack Selection	27
Section 08-03 – Delivery and Storage	29
Section 08-04 – Installation	29
Section 08-05 – Disinfection	29
Section 08-06 – Well Screen	29
Section 08-07 – Payment	29
Section 09 – GROUTING AND SEALING	30
Section 09-01 – General.....	30
Section 09-02 – Seals Between Screen Zones.....	30
Section 09-03 – Sanitary Seal.....	31
Section 09-04 – Placement	31
Section 09-05 – Testing.....	32
Section 09-06 – Payment	32
Section 10 – PLUMBNESS AND ALIGNMENT.....	33
Section 10-01 – General.....	33
Section 10-02 – Methods	33
Section 10-03 – Tolerances	34
Section 10-04 – Payment	34
Section 11 – WELL DEVELOPMENT	35
Section 11-01 – General.....	35

Technical Specifications

San Benito North County Hollister Test Well

Section 11-02 – Development Methods	35
Section 11-03 – Installation of Pump for Development	36
Section 11-04 – Measurements During Development.....	37
Section 11-05 – Completion of Well Development	38
Section 11-06 – Discharge Water.....	38
Section 11-07 – Records.....	38
Section 11-08 – Payment	38
Section 12 – WELL HEAD COMPLETION	40
Section 12-01 – General.....	40
Section 12-02 – Casing Capping	40
Section 12-03 – Locking Above Ground Surface Completion	40
Section 12-04 – Casing Height	40
Section 12-05 – Site Grading.....	40
Section 12-06 – Payment	40
Section 13 – DISCRETE AND COMBINED AQUIFER ZONE WATER QUALITY TESTING	41
Section 13-01 – General.....	41
Section 13-02 – Installation and Removal of Pump for Discrete Aquifer Zone and Combined Water Quality Testing.....	41
Section 13-03 – Testing Methods	43
Section 13-04 – Aborted Test	44
Section 13-05 – Recovery Time.....	44
Section 13-06 – Discharge Water.....	45
Section 13-07 – Payment	45
Section 14 – WELL DISINFECTION	46
Section 14-01 – General.....	46
Section 14-02 – Method.....	46
Section 14-03 – Discharge Water.....	46
Section 14-04 – Payment	46
Section 15 – BOREHOLE AND WELL DESTRUCTION	47
Section 15-01 – General.....	47
Section 15-02 – Method.....	47
Section 15-03 – Records.....	47
Section 15-04 – Payment	47
Section 16 – STANDBY TIME	48
Section 16-01 – General.....	48
Section 16-02 – Payment	48

Technical Specifications

San Benito North County Hollister Test Well

List of Figures

Figure 1 Site Map End of Specifications
Figure 2 Proposed Design Hollister Christopher Ranch Test Well End of Specifications

SECTION 01 – DESCRIPTION OF WORK

The work described in these Technical Specifications is to be performed on behalf of San Benito County Water District, hereafter known as the District. The work will be performed under the supervision of Todd Groundwater, hereafter known as the District's Representative.

The City of Hollister has needed additional well capacity in the northern part of Hollister since municipal Well 3 was taken out of service in 2010 due to pump malfunction and possible casing collapse. A test well was drilled near Well 3 in 2013, but the water quality was too poor to complete it as a production well. Since then, the District, the City of Hollister (City), and Sunnyslope County Water District (SSCWD) have collaborated on regional water supply issues. This process resulted in the "North County Project", and Phase I of this project includes construction of a new well to serve the northern part of Hollister.

The first task of this project involved water quality canvassing in 16 wells north of the City to assess local groundwater conditions. Many of these wells have been sampled in the past, but previous sampling was several decades ago and recent water quality data for the area was sparse. Water quality samples were collected in the fall of 2019 and spring of 2020 and analyzed for local constituents of concern, including total dissolved solids (TDS), nitrate, sodium, iron, manganese, arsenic, and total hardness. The results of this sampling showed that the best overall water quality among the canvassed wells was from Well DD-1. This well had a TDS value of 490 milligrams per liter (mg/L), a total hardness value of 190 mg/L, and a nitrate as nitrogen concentration of 0.33 mg/L, all within acceptable State limits for drinking water. Other constituents, such as sodium, iron, manganese, and arsenic were shown to be problematic in the eastern portion of the water quality canvassing area but were not an issue in Well DD-1.

A parcel of land near Well DD-1 was located that allows for physical and legal access and is suitable for test well drilling.

This document presents the Technical Specifications for drilling, construction, and testing of the North County Hollister Test Well. The work shall be performed on behalf of the District (San Benito County Water District). The work shall be performed under the supervision of Todd Groundwater (District's Representative). The work to be conducted by the Contractor consists of furnishing all materials, equipment, supplies, transportation, and labor, performing all operations, and conducting all work necessary to drill an exploratory borehole, install a test well in the completed exploratory borehole, and conduct zone specific discrete water quality testing on the completed well.

The project will include the drilling, well construction, development, and water quality testing for one new test well. If during drilling the selected site is obviously not favorable for the production of water for potable supply, no test well will be installed and the borehole will be destroyed. If the test well is completed and water quality is found to be unacceptable as a location for a production well, the test well will be maintained and incorporated as a dedicated monitoring well for the District. The work will include the following:

1. Drilling of a minimum 12-inch diameter borehole to a total depth of approximately 800 feet, as determined by the District's Representative.
 - a. Formation samples will be collected every five feet by the Contractor and logged by the District's Representative.
 - b. Contractor will be responsible for the collection of formation samples.
 - c. A suite of geophysical logs will be collected on the completed borehole once total depth has been reached.
 - d. Contractor will be responsible for collection of geophysical logs.
2. All drilling shall be by rotary drilling method or similar approved drilling methods in strict compliance with these specifications at the specified location shown on **Figure 1** at the end of these specifications.
3. Following the completion of drilling, the District's Representative will evaluate the suitability of the location to serve as a test well. Should the location appear favorable, a test well will be installed in the exploratory borehole. However, if the District's Representative determines that the aquifer is not sufficient, then a well will not be completed.
4. If no well is installed, the borehole will be destroyed in accordance with these specifications and state and local requirements.
5. Test well construction shall include the installation of 6-inch diameter PVC casing, 6-inch diameter continuous slot PVC well screens in discrete aquifer zones, artificial filter pack corresponding to the screen zones, bentonite seals between screen zones, and a surface sanitary seal. The test well will generally conform to the design described in detail in these specifications and shown schematically on **Figure 2**. However, all final test well design details will be based on analysis of data gathered during the drilling process and observations made by the District's Representative.
6. The sanitary seal at the well will be installed in accordance with the San Benito County Water District (District) requirements. The Contractor will coordinate with the District's Representative and a representative from the District to allow inspection of the installation of the seal.
7. Drilling fluids and cuttings can be disposed of onsite or on a property neighboring the work site, as directed by the District and/or District's Representative.
8. The completed test well will be developed with a combination of mechanical surging, air lifting, and overpumping.
9. The first flush of water produced during development will be contained for disposal or to allow fines to settle prior to discharge.
10. Water generated during development, including the first flush of sediment laden water, will be discharged overland on the property. The District will coordinate the

agreement for discharging development water on the property and will determine the appropriate location(s) and methods.

11. The test well is estimated to require approximately 50 hours of development. However, one of the goals of development is to reduce the turbidity in the produced water to less than 10 nephelometric turbidity units (NTU). The ultimate duration of development will be determined by the District's Representative.
12. Zone specific testing of the completed test well will be undertaken following the completion of development. These tests will be conducted on each discrete screened interval and shall consist of:
 - a. For each screen interval, the Contractor shall install pumping equipment fitted with packers above and below the screen interval.
 - b. The packer assemblies should be capable of sealing the screen zone off from the rest of the well so that discrete water quality samples can be collected.
 - c. The pumping equipment should be capable of producing approximately 100 gallons per minute from each screen zone and should be equipped with a throttle or valve to reduce the rate to as low as 20 gpm.
 - d. A means of collecting water levels with manual sounding devices and transducers shall be installed in the well during each test.
 - e. The discharge manifold will include a totalizing flow meter and a sample port.
13. A combined test while pumping from the entire well will be completed following zone-specific testing. This test shall consist of the following:
 - a. The pumping equipment should be capable of producing approximately 200 gallons per minute and should be equipped with a throttle or valve to reduce the rate to as low as 20 gpm.
 - b. No packer assemblies shall be included in this test pumping equipment and the pump intake shall be placed in a blank section of the well identified by the District's Representative.
 - c. A means of collecting water levels with manual sounding devices and transducers shall be installed in the well.
 - d. The discharge manifold will include a totalizing flow meter and a sample port.
14. The intent is that all water generated during well performance testing and water quality sampling will be discharged to a contained collection pit or spread overland within the work area boundaries as designated under the District's permit.
15. Surface completion for the test well will consist of a protective locking above ground standpipe and an expansion plug in the top of the casing.

The preliminary proposed design for the North County Hollister Test Well is shown on **Figure 2**.

The work shall include the following tasks:

- obtaining necessary permits
- utility clearance
- mobilization and demobilization to the project site

- maintenance of drilling records
- borehole drilling and formation sampling
- representative lithology sampling for sieve analysis
- lithologic and geophysical logging
- installation of PVC well casing, screen, filter pack, and bentonite seals
- sanitary sealing
- well development
- well discrete zone performance testing and water quality sample collection
- completion of the well head
- management of drilling and construction derived waste including drilling fluids and cuttings that must be disposed of offsite
- management of groundwater generated during pump testing that will need to be discharged overland

Well installation will first require drilling a 12-inch diameter borehole to approximately 800 feet. Formation samples will be collected every five feet and logged under the supervision of a California Licensed Professional Geologist provided by the District's Representative. Upon reaching total depth, geophysical logging will be conducted by the Contractor using electrical resistivity, spontaneous potential, and natural gamma radiation methods.

After reviewing the lithologic and geophysical data, the District's Representative will select up to eight intervals for discrete aquifer zone flow and water quality testing. The goal of the aquifer zone testing is to conduct a short duration pumping test of identified aquifer zones, then collect a water quality sample from each zone. Following discrete zone flow testing and water quality testing, a combined well constant rate pumping test that pulls groundwater from all discrete zones will be performed and a water quality sample will be collected.

After completion of well testing, samples will be sent to a State Certified laboratory for analysis and the District's Representative will provide a final report assessing the flow and water quality findings and the suitability of the site as a location for a future municipal water supply production well.

Section 01-01 – Drilling Location

The test well drilling site is a parcel of currently fallow land owned by Christopher Ranch that is bounded by Highway 156 to the north, San Felipe Road to the west, the Santa Ana creek to the east, and an abandoned Pacheco Pass Highway to the south (**Figure 1**). The site is located approximately 650 feet to the west/northwest of the existing Well DD-1 that shows good groundwater quality. The site has a gated entry and access road along the abandoned Pacheco Pass Highway that can serve as the point of entry to the drilling site and

can accommodate drilling equipment and contractor vehicles. As shown on Figure 1, the drilling staging area will be a roughly 320 feet by 120 feet in the northeast corner of the parcel. All materials, cuttings, vehicles, and operations will be confined within the delineated work area. The exact location of the new well will be surveyed and marked by the District prior to Contractor mobilization to the site.

Section 01-02 – Codes and Standards

All work shall be conducted in accordance with all applicable county, state or other public authority codes and standards including but not limited to San Benito County and San Benito County Water District, State of California Water Well Standards, and ANSI-NSF Code 61. All equipment and materials used by the Contractor in the drilling and construction of the well shall be cleaned and disinfected prior to being placed in any borehole. All equipment and materials shall also be maintained essentially free of oil, grease, or other petroleum hydrocarbons that may otherwise impact the aquifer and well.

Section 01-03 – Permits and Licenses

Unless otherwise stipulated in these Contract Documents, the District will obtain all necessary permits required by County, State or other public authorities except as specified herein. The Contractor shall assist the District or the District's Representative in obtaining permits, as required. The Contractor shall also maintain licenses relating to all work and the required permits. The Contractor shall assist the District and the District's Representative in giving all notices required by laws or ordinances relating to the work. The Contractor shall cooperate with the District's Representative to ensure that all permits and licenses are obtained to complete the work.

Section 01-04 – Health and Safety Plan

The Contractor shall be responsible for the health and safety of all personnel in the work area during all times for the duration of the project as described in these Technical Specifications. The Contractor shall prepare and implement a site-specific Health and Safety Plan (HSP) in accordance with 29 CFR 1910 to protect construction workers and the public during all excavation and construction. The HSP shall include the following, at a minimum:

- A summary of all potential risks to construction workers and the maximum exposure limits for all known and reasonably foreseeable site chemicals;
- Specified personal protective equipment and decontamination procedures, if needed;

- Emergency procedures, including route to the nearest hospital;
- Procedures to be followed in the event that evidence of potential soil or groundwater contamination (such as soil staining, noxious odors, debris or buried storage containers) is encountered. These procedures shall be in accordance with hazardous waste operations regulations and specifically include, but are not limited to, the following: immediately stopping work in the vicinity of the unknown hazardous materials release, notifying San Benito County Water District, and retaining a qualified environmental firm to perform sampling and remediation; and the identification and responsibilities of a site health and safety supervisor.

The site-specific HSP must be approved by the District prior to mobilization.

Section 01-05 – Site Cleanup

During the progress of the work, the Contractor shall keep the premises in a neat and clean condition, and free from any unsightly accumulation of rubbish. Before acceptance of the work, the Contractor shall satisfactorily dispose of or remove from the vicinity of the work all rubbish, unused materials, and all other equipment or materials belonging to Contractor or used under Contractor's direction during construction.

Section 01-06 – Water for Construction

The District will provide construction water for a fee. Contractor shall make all arrangements for water meter with the City Public Works, Engineering Department. Service will be at locations to be coordinated with the City. Contractor shall provide any/all temporary piping, hoses, etc. needed to transport water from service location to the jobsite. A reduced pressure principle backflow preventer assembly (Febco 825Y or approved equal) must be provided and installed by the Contractor with any temporary piping, hoses, etc. Water used for human consumption shall be kept free from contamination and shall conform to the requirements of the State and local authorities for potable water.

The pipe, appurtenances, and backflow prevention equipment and installation shall be approved by the District and the Contractor shall comply with the following terms and conditions:

- The contractor shall conserve water supplies. Undue waste of water will be reason for the District to close these sources to further use by the contractor.
- The method of pumping and the capacity and condition of pumps used by the contractor shall be subject to the District's approval.

- In permitting the use of water, no representation is made that water will always be available from that source. During system shutdowns or other similar occasions, water may not be available for the Contractor's use. At these times, the Contractor shall provide water from its own sources.

The Contractor shall be solely responsible for the adequate functioning of its water supply system and shall be solely liable for claims or damage resulting from its use.

Section 01-07 – Drilling Fluids and Cuttings Management and Disposal

Drilling fluids and cuttings can be disposed of onsite. All fluid and cutting disposal locations and methods will be at the direction of the District and the property owner.

Any construction of mud pits must be positioned ten (10) feet from the drilled well or any existing well. Any mud pits and channels shall be dewatered and excavated to acceptable limits approved by the District's Representative. The excavated pits and channels shall be backfilled with dry soil acceptable to the District or District's Representative. Backfill shall be compacted by wheel rolling to a density comparable with adjacent soils.

Section 01-08 – Discharge Water- General

The Contractor shall be responsible for properly disposing of all water resulting from all drilling, well development, and pumping operations. The Contractor shall be responsible for ensuring that all discharge water is disposed of in accordance with all applicable local, County, State, and Federal regulations. All permits needed for water discharge to any facility shall be acquired by the District with assistance from the Contractor. The Contractor shall use best management practices (BMPs) in accordance with standard practices to reduce construction impacts to adjacent areas. These shall include erosion control and sediment removal devices (i.e. straw wattles, filter fabric, sandbags, etc.) at all discharge locations, all affected storm drain inlets, and at all fluid and cutting containment facilities.

Any overland disposal of water on the site will be at the direction of the District or the District's Representative. The location(s) and methods of discharge will be determined by the District. All overland discharge will be monitored by the District and the District's Representative and may be stopped or restricted at any time in response to uncontrolled overland flow, flooding, excessive ponding, excessive fine-grained content, or due to any other nuisance issues created by the discharge.

The Contractor shall be responsible during the work to prevent contaminated water, gasoline, oil, solvents, or any other contaminant from impacting local surface water or wetland areas. Contractor will work with the District and/or the District's Representative to

establish fluid discharge containment and discharge protocols at the work site prior to beginning work. In no case will any fluids or other material be discharged on sensitive habitat areas identified by the District or the District's Representative. Costs of water disposal shall be borne by the Contractor and no additional payment will be made therefor.

Section 01-08-01 – Discharge Water During Drilling

Unless approved otherwise by the District, all discharge water resulting from drilling operations shall be disposed of via overland flow on the property at a location designated by the District or the District's Representative in accordance with **01-08**. Discharge water during drilling does not include the discharge of drilling fluids. Disposal of drilling fluids shall be conducted in accordance with **01-07 Drilling Fluids and Cuttings Management and Disposal**.

Section 01-08-02 – Discharge Water During Development

Discharge water during development, including the first flush, will be disposed of via overland flow on the property in accordance with **01-08**.

The District may allow the Contractor to discharge water during development in a storm sewer system controlled by the District or other local agency. However, any discharge to the storm sewer will not include the first flush of development and must meet the District's stormwater discharge permit thresholds. In this case, unless approved otherwise by the District, discharge water resulting from the first flush of development shall be containerized and removed from the site for disposal or allowed to settle and evaporate for spreading on the ground surface. The duration and quantity of first flush development water shall be determined by the District's Representative. Pending the approval of the District or District's Representative, subsequent development water shall be disposed of in the storm sewer system or on the property at a location designated by the District. Conveyance of discharge water to the storm sewer system will require placement of appropriate piping and BMPs to control flow and prevent erosion and sedimentation.

Development water may be tested at the end of development to determine if water produced during later phases of the work is acceptable for disposal in the water quality testing phase of the project.

Section 01-08-03 – Discharge Water During Discrete and Combined Aquifer Zone Testing

All discharge water resulting from performance testing and water quality sampling shall be disposed of at an acceptable location that will result in no interference with aquifer testing. The determination of any interference with aquifer testing shall be made by the District's Representative. The Contractor shall be responsible for disposing the discharge water to a

location that will not interfere with the aquifer test as determined by the District's Representative.

Discharge water resulting from testing and water quality sampling of the well shall be disposed of either by discharge to the storm sewer system or overland flow, as determined by the District. The Contractor shall provide the necessary equipment for containment and disposal of discharge water regardless of the ultimate disposal location.

Section 01-09 – Noise

The Contractor shall comply with all applicable noise ordinances. Operational noise shall be kept to a minimum and proper noise arrestors and mufflers shall be utilized. Noise reduction measures may have to be increased during the project in response to complaints from local residents and businesses. The District or District's Representative will work with the Contractor to determine what additional noise reduction measures are warranted.

Section 01-10 – Protection of Groundwater Resources

The Contractor shall take all necessary precautions during the construction period to prevent foreign objects, contaminated water, gasoline, or any other contaminant from entering the well, either through the opening or by seepage through the ground surface.

Section 01-11 – Electric Power

All electric power required on the part of the Contractor during the performance of the work called for under these specifications, or any operations appurtenant thereto, shall be furnished by the Contractor at the sole expense of the Contractor.

Section 01-12 – Protection of Existing Utilities

It shall be the responsibility of the Contractor to locate all existing surface and underground utility facilities in and near the site of the work. The Contractor shall take all necessary measures to avoid injury to existing surface and underground utility facilities in and near the site of the work. No error or omission on the drawings shall be construed to relieve the Contractor from his responsibility to protect all surface and underground pipes, conduits, cables, or other structures. The Contractor shall indemnify the District and District's Representative, and hold them harmless from any and all claims, demands, or liability made or asserted by any person or entity on account of or in connection with any damage to such

surface or underground facilities caused by the Contractor or any of his agents or subcontractors.

Section 01-13 – Existing Site Conditions

The District accepts no responsibility for subsurface conditions which exist, or are implied or indicated by contract documents. It is the Contractor's responsibility to investigate the project area to determine subsurface conditions expected to be encountered.

Section 01-14 – Construction Limitations

The Contractor shall be expected to conduct his operations within the designated limits of the area shown on **Figure 1** and in a manner which minimizes damage to existing infrastructure, landscape, and surface water.

Section 01-15 – Site Access

Access to the site will be provided by the District in coordination with the property owner. This access will involve entrance through the gate on the abandoned access highway as shown on **Figure 1**.

Section 01-16 – Submittals

Complete specifications, data, catalog cuts, or samples covering the following items furnished under this section shall be submitted in accordance with these specifications.

1. A copy of the Health and Safety Plan (**01-04**)
2. Daily Reports and Water Well Driller's Report (**03-02 and 03-03**),
3. Copy of Driller's Log (**03-04**),
4. Drilling Fluid Data (**04-03** and bid sheet questionnaire),
5. Documented Manufacturer's Specifications for Well Casing (**06-01**),
6. Well Screen Data (**07-01**),
7. Artificial Filter Pack Data (**08-01**),
8. Grouting and Sealing Data (**09-01**),
9. Well Plumbness and Alignment Records, if requested (**10-01**),
10. Well Development Records (**11-01**),
11. Aquifer Testing Records (**13-01**),
12. Well Disinfection Records (**14-01**),
13. Well Destruction Records (**15-01**).

Section 01-17 – Payment

The provisions of the conditions described in **Section 01 – Description of Work** are considered applicable to all work and no additional compensation will be allowed therefor. Payment shall be made for the specified bid items of work listed herein.

SECTION 02 – MOBILIZATION AND DEMOBILIZATION

Section 02-01 – General

Mobilization and demobilization include the assembly and transportation of all necessary tools, equipment, personnel, and materials to and from the sites of the work to perform all of the work required under these specifications. It also includes the site work necessary to accommodate the well drilling, construction, development, and final cleanup work on the grounds occupied by the Contractor at the drilling location, as required under these specifications.

Section 02-02 – Final Cleanup

Before final acceptance, the job sites and all grounds occupied by the Contractor in connection with the work shall be cleaned of all rubbish, excess materials, temporary structures, and equipment; and all parts of the work shall be left in a neat and acceptable condition. The project site shall be left in a condition acceptable to the District and property owner.

Section 02-03 – Payment

The lump sum price paid for mobilization and demobilization to the project area shall cover all work, all costs of transporting tools, equipment, personnel and materials to and from the drilling sites, and all site preparations and cleanup work required (**Bid Item 1**). The lump sum amount will be approved in advance and will be deemed reasonable by the District's Representative. Fifty (50) percent of the total payment shall be paid on the first pay period after mobilization onto the site is complete. The remaining fifty (50) percent shall be paid upon final acceptance of work.

SECTION 03 – SAMPLING AND RECORDS

Section 03-01 – General

The work described in this section consists of furnishing all material and equipment and performing all labor for the sampling and reporting during drilling of the exploratory borehole and construction and testing of the test well in accordance with these specifications.

Section 03-02 – Daily Report

The Contractor shall maintain and deliver upon request to the District's Representative a detailed daily report describing site activities. During drilling, the report shall give a complete description of all formations encountered, number of feet drilled, number of hours on the job, shutdown due to breakdown, length of casing set, samples collected, and other pertinent data as requested by the District's Representative. The fluid level in the hole should be measured daily prior to starting pumps. After drilling is completed, the daily reports shall give a description of work items completed, number of hours on the job, shutdown due to breakdown, samples collected, and other pertinent data as requested by the District's Representative.

Section 03-03 – Well Completion Report

The Contractor shall file a Well Completion Report for the well with San Benito County Water District and the California Department of Water Resources (DWR) in accordance with the provisions of the San Benito County well permitting and the California Water Code.

Section 03-04 – Driller's Log

In addition to reporting requirements for the DWR Water Well Driller's Report, the Contractor shall maintain a complete log for the well, as applicable, setting forth the following items:

1. Identification and type of all drill rigs used in the drilling and construction of the well,
2. The reference point for all depth measurements and measurement method(s),
3. The depth at which each change of formation occurs,
4. The location and thickness of each aquifer,
5. The identification of the material of which each aquifer is composed,
6. The depth interval from which each formation sample was taken,
7. The depth at which the borehole diameter changes,

8. Total depth of completed well,
9. Location limits of lost circulation zones,
10. The depth of the surface or sanitary seal,
11. The nominal hole diameter of the wellbore above and below the casing seal,
12. The type and quantity of sealing material installed for the seals (sanitary seal and seals between screen zones),
13. The type and quantity of artificial filter pack installed in the well,
14. The depth and description of the well casing, including the end fitting,
15. Data regarding well screen type, size, and placement in the wellbore,
16. The sealing off of water-bearing strata, if any, and the exact location thereof,
17. Depth intervals, pumping rates, and test durations throughout zone specific and combined well flow and water quality sampling
18. The date and time for all measurements recorded, and
19. Any and all other pertinent information required by these specifications.

Section 03-05 – Penetration Rate Logs

During the drilling of the well the Contractor shall maintain a time log showing the actual penetration time required to drill each foot of hole (i.e., the time required to drill each drill rod). Also noted in the log shall be the types and weights of bits used in the various sections of the hole.

Section 03-06 – Lithologic Log

A lithologic log for the borehole shall be prepared by the District's Representative to accompany the set of formation samples noting depth, strata thickness, lithology (including size, range and shape of particles, smoothness, and rock type), rate of penetration, and other pertinent information. The Contractor shall cooperate and provide assistance as required in collecting soil cutting samples and data for preparation of each lithologic log.

Section 03-07 – Formation Sampling

Section 03-07-01 – Frequency of Sampling

Unless approved otherwise by the District's Representative, formation samples shall be collected under the direction of the District's Representative with complete assistance from the Contractor as required. Formation samples in the borehole shall be taken every five (5) feet (or as directed by the District's Representative) and at each change in formation. Unless determined otherwise by the District's Representative, samples shall be collected in separate bags or other acceptable containers of at least 500-gram capacity for each interval. Containers shall be provided by the Contractor and shall be plainly marked with well designation, owner, location, depth interval, and date and time the sample was taken. The

Contractor shall be responsible for the safe storage of formation samples until acceptance by the District's Representative.

Section 03-07-02 – Sampling Method- Direct of Reverse Rotary

Unless approved otherwise by the District's Representative, the formation sampling method for direct or reverse rotary shall be as follows. A return flow sample shall be taken by removing from the discharge fluid a representative sample of the formation by a means acceptable to the District's Representative such as collecting the sample at the shale shaker, a cutting sample box, a baffle in a ditch, or catching it in a bucket and allowing the sample to settle out. The penetration of the bit shall stop when the bottom of the sampling interval is reached for such time as is required for all the cuttings to move from the last drilled section of the hole and settle at the sampling point. The return ditch and sample catching device shall be cleaned of all cuttings after each sample is taken. A cutting sample shall be carefully collected from the sampling point.

Section 03-07-03 – Water Sampling

The Contractor shall cooperate with the District's Representative in collecting any water samples during drilling and development of the well.

Section 03-07-04 – Payment

No separate or additional payment shall be provided for the sampling and records requirements specified herein. Payment therefore shall be included in the various bid items of work.

SECTION 04 – BOREHOLE DRILLING

Section 04-01 – General

The work described in this section consists of drilling a borehole to a diameter sufficient for the installation of a 6-inch diameter casing and screen plus a minimum 3-inch and maximum 6-inch annular filter pack. Drilling the borehole and construction of the test well shall be performed by an experienced well driller licensed in the State of California. Only competent workpersons shall be employed on the project and a driller and a minimum of two (2) helpers must be on the job at all times during drilling and well construction. The Contractor shall drill the exploratory borehole at the exact location designated by the District.

The Contractor shall employ approved drilling methods and properly install the materials described herein so that the finished test well: 1) conforms to these specifications, and 2) conform to the general design illustrated in **Figure 2**. The Contractor shall dispose all drilling fluid, cuttings, and discharge water during drilling so as not to damage public, private property, or wildlife habitat.

Section 04-02 – Methods

The drilling of the borehole shall employ hydraulic direct mud rotary or reverse rotary drilling methods. A minimum 12-inch diameter borehole will be drilled to the total anticipated depth of the well at 800 feet, or as directed by the District's Representative. Drilling shall be conducted in a manner that assures a sufficiently straight and plumb borehole and well installation to meet the requirements of **10-01 Plumbness and Alignment**.

Upon advancement of the borehole to total depth, a suite of geophysical tests shall be completed in the borehole. The Contractor shall ensure that the District's Representative is given a minimum of 24 hours notice prior to reaching total depth in the borehole in order to schedule geophysical testing as described in **05-01 Borehole Geophysical Testing**.

The Contractor shall submit for review and approval by District's Representative supporting information including: 1) age and manufacturer's name and model number of drilling equipment, mud pump, power unit, and other pertinent machinery, and 2) type and properties of any drilling fluids. The Contractor shall be responsible for designing and controlling a drilling and drilling fluids (mud) program that conforms to sampling requirements specified in **03-01 Sampling and Records**.

All cuttings generated during borehole drilling shall be disposed of in accordance with **01-07 Disposal of Drilling Fluids and Cuttings**. No separate or additional payment shall be provided for the disposal of drilling fluids or cuttings. Payment therefore shall be included in the various bid items of work.

Section 04-03 – Drilling Fluid

All drilling fluids shall be acceptable for water well drilling in accordance with AWWA A100-90 and shall be approved by the District's Representative prior to use. Drilling fluid types shall be noted on the bid sheet questionnaire. No additives including polymers shall be added to the drilling fluid unless the Contractor obtains prior approval from the District's Representative. All drilling fluids shall be specifically compounded for water well construction, designed for minimum aquifer penetration, and shall not damage the potential capacity, efficiency, or quality of the well. Should a conflict arise between drilling fluid requirements for ease in drilling and requirements for well yield and aquifer protection then the ruling requirements shall be those for well yield and aquifer protection.

Unless approved otherwise by the District's Representative, drilling fluid properties shall be maintained within the following limits using test procedures conforming to American Petroleum Institute R.P.-13-B- "Procedures for Testing Drilling Fluids" (API RP 13B):

1. Weight (fluid density): 70-85 pounds per cubic feet.
2. Marsh Funnel Viscosity: 29-40 seconds per quart.
3. Filtration (wall cake and filtration loss): maximum thickness of 3/32 inches with maximum 30-minute water loss of 20 cubic centimeters (cc).
4. Sand contents (solids larger than 200 mesh): maximum of two (2) percent by volume.
5. pH: 7.0 to 9.0 units

Test samples for drilling fluids shall be collected at the rig pump suction with sufficient care to ensure a true and representative sample. It is the Contractor's responsibility to provide and maintain all necessary equipment for measuring fluid properties. Unless approved otherwise by the District's Representative, the tests shall be conducted: 1) every 25 feet of depth; or 2) every four (4) circulating hours, whichever is more frequent. The tests shall also be conducted whenever conditions appear to have changed, problems arise, or whenever requested by the District's Representative.

The Contractor shall conduct all tests and shall maintain a log showing the drilling fluid properties set forth herein including date, time, depth, viscosity, drilling fluid weight, sand content, filtration properties, pH, and any other pertinent comments.

Section 04-04 – Payment

Payment for drilling shall be in vertical feet unit price per foot of length of drilling (**Bid Item 3**) for the entire depth of the exploratory borehole. Payment shall include full compensation for furnishing all labor, materials, tools and equipment, and the performance of all work in accordance with these specifications.

SECTION 05 – BOREHOLE GEOPHYSICAL TESTING

Section 05-01 – General

The Contractor will arrange and contract for conducting a borehole geophysical testing program after the borehole has been drilled to total depth and before well construction begins. The geophysical contractor and calibrated logging tools will be approved by the District's Representative in advance of the testing. Geophysical testing in the borehole shall include the following logs:

- Caliper,
- Resistivity (including a short- and long-normal log),
- Guard,
- Gamma Ray,
- Spontaneous Potential (SP),
- Single Point Resistance, and
- Temperature

The Contractor shall assist the geophysical contractor as required in conducting the geophysical testing. The Contractor shall provide the District's Representative with 24-hour notice of the time for completing drilling of the pilot borehole to total depth as determined in the field to enable the District's Representative to be present for geophysical testing.

Upon drilling the borehole to the total depth as directed by the District's Representative, borehole fluid circulation shall continue until all drill cuttings have been removed from the borehole, the drilling fluid in the hole is uniform, and the geophysical equipment is on location. With approval from the District's Representative, the drill pipe shall be removed from the hole and the Contractor shall remain on site, to assist the geophysical contractor as required, until geophysical logging is complete. The time after removing the drill pipe from the hole until the geophysical contractor is released from the site shall be regarded as standby time in accordance with **16-01 Standby Time**.

In the geophysical logging tools cannot be lowered to the total depth drilled due to hole conditions, the Contractor may be required to circulate the fluids and clean out the hole at the discretion of the District's Representative and at no additional cost to the District. In the event that geophysical testing cannot be performed over the total depth drilled even after cleaning the hole, the District shall receive a credit from the Contractor. The credit shall be in the form of a reduction in the total feet charged for drilling equal to the difference between the total depth drilled minus the total depth available for geophysical testing.

Section 05-02 – Payment

Payment for geophysical testing of the exploratory borehole shall be a unit price per foot of logged borehole (**Bid Item 4**). Payment shall include full compensation for furnishing all labor, materials, tools and equipment, and the performance of all work in accordance with these specifications.

SECTION 06 – WELL CASING

Section 06-01 – General

The work described in this section consists of furnishing all material and equipment and performing all labor for installation of permanent well casing in accordance with these specifications. Selection of any required temporary casing used only for construction is left to the Contractor unless otherwise specified by the District's Representative. Permanent well casings shall be continuous and watertight from top to bottom of the casing except for well screens. Casing to be installed in the test well location shall include minimum 6-inch diameter Schedule 80 PVC well casing.

Section 06-02 – Casing Selection

Section 06-02-01 – Material

All Schedule 80 PVC well casing material shall be new and manufactured in the United States and conforming to ASTM Standard 480-76. The poly vinyl chloride (PVC) well casing will be made of virgin plastic produced by the original compounder and shall contain PVC homopolymer and such additives as needed to provide the required processing and toughness characteristics. The Contractor shall submit copies of the casing specification documentation from the manufacturer to the District's Representative for approval before delivering casing to the job site. Unless approved otherwise by the District's Representative and except for end pieces, all sections of casing shall be a minimum length of five (5) feet.

Section 06-02-02 – Diameter

All final Schedule 80 PVC casing shall have a nominal diameter of 6-inches.

Section 06-02-03 – Thickness

All casing wall thickness shall be sufficient to withstand anticipated formation and hydrostatic pressures imposed on the casing during installation, well development, and use. The minimum wall thickness of the well casings shall be 0.432 inches, consistent with 6-inch nominal diameter Schedule 80 PVC casing.

Section 06-02-04 – Length

The finished length of well casing in the completed test well shall extend from the top of the uppermost screen in the well to the final height of casing above ground plus the distance between each discrete screened zone and the length of the tailpipe below the deepest screen. Estimated finished length of well casing will be determined by the District's Representative based on data gathered during the drilling process. The total finished length of all well casing in the test well is anticipated to be between 400 to 600 feet, depending

upon the total depth, length, and number of screened intervals in the final test well design. The Contractor shall furnish all necessary material and equipment and perform all labor to provide custom lengths of casing, as is feasible.

Section 06-02-05 – Joints

Casing joints shall be watertight and shall be appropriate for the material used so that the resulting joint shall have the same structural integrity as the casing itself. Unless approved otherwise by the District's Representative, all casing joints shall be made in accordance with AWWA A100-06. The Contractor shall provide all necessary material and equipment and perform all labor to make joints in custom lengths of casing.

Section 06-03 – Installation

Unless directed otherwise by the District's Representative, the method of well casing installation shall be at the option of the Contractor, provided installation meets the requirements of **10 Plumbness and Alignment** and that the installation process does not alter the shape, size, configuration, or strength of the casing specified herein.

Section 06-03-01 – End Fittings

End fittings for the test well shall be new and fabricated from Schedule 80 PVC conforming to ASTM Standard 480-76. The bottom of the lowermost screen section shall be fitted with a tail pipe and closed bottom. The length of the tail pipe shall be specified by the District's Representative.

Section 06-04 – Payment

Payment for installation of well casing shall be in vertical feet determined as the length set below ground surface plus the finished casing height above ground surface from each blank section in the test well. Payment shall be on a unit price per foot of length for installation plus the cost of casing at the invoice price (**Bid Item 5**). Payment shall include full compensation for furnishing all labor, materials, tools and equipment, and the performance of all work in accordance with these specifications.

SECTION 07 – WELL SCREEN

Section 07-01 – General

The work described in this section consists of furnishing all material and equipment and performing all labor for installation of well screens in the test well in accordance with these specifications.

Section 07-02 – Screen Selection

Section 07-02-01 – Construction

The well screen shall be of Schedule 80 machine slot PVC design. The placement of the screens in the test well will be determined by the District's Representative based on data gathered during drilling and sample analysis.

The Contractor shall provide the District's Representative with the name of the proposed screen manufacturer(s) and submit copies of the screen specification documentation for approval prior to delivering well screens to the job site.

Section 07-02-02 – Material

All machine slot PVC well screens shall be new and made of virgin plastic produced by the original compounder. Screens shall contain PVC homopolymer and such additives as needed to provide the required processing and toughness characteristics. Unless approved otherwise by the District's Representative and except for end pieces, all sections of screen shall be a minimum length of five (5) feet.

Section 07-02-03 – Diameter

The well screen shall be pipe size type with a nominal diameter of 6 inches. The inside diameter of the tail pipe, riser pipe, and blank pipe shall match the inside diameter of the screen, and the tail pipe, riser pipe, and blank pipe wall thickness shall correspond to ASTM standards.

Section 07-02-04 – Strength

All well screens shall have sufficient strength to withstand anticipated formation and hydrostatic pressures imposed on the screen during installation, well development, and use. The Contractor shall submit screen strength specifications, including collapse and tensile strength, as well as supporting drawings and data to the District's Representative for approval.

Section 07-02-05 – Screen Aperture Size

The anticipated well screen aperture size for all of the test well screens will be 0.060 inches (No. 60 Slot). The Contractor shall submit copies of the screen specification documentation

from the manufacturer detailing screen aperture size and construction techniques to the District's Representative for approval before delivering casing to the job site. The final selection of aperture size will be provided by the District's Representative based on formation samples collected and described in **03-01 Sampling and Records**.

Section 07-02-06 – Length

The overall length of well screen in the test well shall be designated by the District's Representative based upon final determination of formation sampling and geophysical testing. The estimated number of individual screened zones is expected to be between six (6) and ten (10), and the total overall length of the well screens is estimated to be between 200 and 400 feet. For the purpose of bid preparation, the Contractor shall assume that there will be eight (8) individual screen sections and the total combined length of these sections will be 300 feet. These estimates are based upon preliminary design parameters, which are generalizations taken from other wells in the Hollister Valley.

The continuous slot screens shall be supplied in section lengths accommodating final design by the District's Representative following exploratory borehole drilling. Estimated section lengths that may be required are as follows: four five foot sections (4 x 5 ft), eight ten foot section (8 x 10 ft), and ten twenty foot sections (10 x 20 ft). These estimated lengths (overall and individual sections) are based on previously completed wells in the Hollister area, but they should not be considered definite. Individual continuous slot wire wrap screen sections shall be a minimum length of five (5) feet.

The screened sections will be separated by blank pipe sections, with lengths depending on the geologic conditions encountered during drilling. The length and depth of the blank pipe shall be specified by the District's Representative. The top and bottom of each screen section shall connect directly to 6-inch diameter casing.

Section 07-02-07 – Selection Period

The District's Representative shall be allowed a 24-hour grace period following the completion of drilling to select the intervals, length, and corresponding aperture of the screens for the well. The period beyond 24-hours which may be required for the District's Representative to select the screen design shall be regarded as standby time as defined in **16-01 Standby Time**, unless the Contractor is performing other work resulting from the requirements of this contract. The selection period shall begin after geophysical logging is completed and formation samples are accepted by the District's Representative. If other work is being performed after acceptance of the formation samples, the selection period shall not begin until the day following completion of said other work. The selection period shall end when the Contractor is notified by the District's Representative of the selected aperture size and length of the screen. Notification for the purpose of ending this selection

period shall be conducted verbally either in person or by telephone and may be confirmed on the same date in writing via email or facsimile.

Section 07-03 – Joints

Joints shall be appropriate for the material used so that the resulting joint shall have the same structural integrity as the casing itself. The screen joints shall be made in accordance to the manufacturer's specifications and shall allow connections to blank casing, riser casing, and tail pipe.

Section 07-03-01 – Screen to Screen

Joints between screen sections shall be mechanical and shall be straight, sand tight, and have the same structural integrity as the screen itself. Joining methods recommended by the screen manufacturer shall be employed.

Section 07-03-02 – Screen to End Fittings

Joints between the screen and end fittings shall be in accordance with screen-to-screen joint requirements specified herein.

Section 07-03-03 – Screen to Casing

Joints between screen sections and casing shall be in accordance with screen-to-screen joint requirements specified herein.

Section 07-04 – Installation

Unless approved otherwise by the District's Representative, the well screen shall be placed into the borehole as a unit. Centralizer use and placement will be at the option of the Contractor, subject to approval by the District's Representative prior to commencement of work.

Section 07-05 – Payment

Section 07-05-01 – Well Screen

Payment for well screen shall be in vertical feet as determined as the summation of the screen intervals over the distance from the top of the tail pipe to the bottom of the riser in the test well, and shall include full compensation for furnishing all labor, materials, tools and equipment, and the performance of all work associated with the well screen and appurtenances in accordance with these specifications. Payment for continuous slot well screen shall be on a unit basis per foot of length for installation plus the cost of screen and shipping at the invoice price (**Bid Item 6**).

Section 07-05-02 – Well Screen Appurtenances

Well screen appurtenances shall include, but not be limited to, the closed bottom and well casing centralizers in the well. Payment for well screen appurtenances shall be on a lump sum basis, and include material and installation, and shall include full compensation for furnishing all labor, materials, tools and equipment, and the performance of all work in accordance with these specifications (**Bid Item 7**). The unit cost of pipe material is described in **06-01 Well Casing**.

SECTION 08 – ARTIFICIAL FILTER PACK

Section 08-01 – General

The work described in this section consists of furnishing all material and equipment and performing all labor for installation of an artificial filter pack in accordance with these specifications.

Section 08-02 – Filter Pack Selection

Section 08-02-01 – Material

All filter pack material shall be washed and free of shale, carbonate, mica, clay, dirt, loam, organic impurities, and other deleterious material of any kind. The material shall contain no iron or manganese in a form or quantity that will adversely affect the water supply from the well. The filter pack material shall be obtained from an approved source and shall consist of hard, rounded particles with an average specific gravity of not less than 2.5. Not more than one (1) percent by weight of the material shall have a specific gravity of 2.25 or less. The material shall contain not more than two (2) percent by weight of thin, flat or elongated pieces (pieces in which the largest dimension exceeds the smallest dimension multiplied by three). Not more than five (5) percent of the material shall be soluble in hydrochloric acid.

Section 08-02-02 – Gradation

The filter pack material will be equivalent to No. 3 filter pack in accordance with AWWA Nos. A100 and B100 specifications. However, the final selection of filter pack material will be made based upon drilling results.

Prior to delivery to the well site, the Contractor shall submit the source and gradation of the filter pack material to the District's Representative.

Section 08-02-02.1 – Filter Pack to Formation Ratio

The filter pack to formation material ratio at the 70th percentile shall fall within the 4:1 to 10:1 range depending upon formation material uniformity characteristics.

Section 08-02-02.2 – Uniformity Coefficient

The uniformity coefficient of the filter pack material shall not exceed 2.5.

Section 08-02-03 – Thickness

The annular thickness of the filter pack adjacent to the well screens in the well shall be a minimum of three (3) inches and a maximum of six (6) inches.

Section 08-02-04 – Length

The final length of the filter pack shall be determined by the District's Representative following drilling and geophysical logging. In general, filter pack shall be placed across each screened interval, with a buffer of approximately five (5) feet of filter pack above the top and below the bottom of each screen section. Additionally, filter pack shall extend from the bottom of the lowermost screen to the bottom of the borehole.

The estimated number of individual screened zones is expected to be between six (6) and ten (10), and the total overall length of the well screens is estimated to be between 200 and 400 feet. Therefore, the estimated number of individual filter pack zones is also between six (6) and ten (10), and the overall length of filter pack is estimated to be between 300 and 500 feet. For the purpose of bid preparation, the Contractor shall assume that there will be eight (8) individual screen/filter pack sections and the total combined length of filter pack in these sections will be 400 feet. These estimates are based upon preliminary design parameters, which are generalizations taken from other wells in the Hollister Valley.

Section 08-02-05 – Selection Period

The District's Representative shall be allowed a 24-hour grace period to designate the filter pack gradation for the well. The grace period coincides with the grace period described in **07-01 Well Screen**. The period beyond 24 hours which may be required for the District's Representative to determine filter pack specifications shall be regarded as standby time as defined in **16-01 Standby Time**. Unless the Contractor is performing other work resulting from the requirements of this contract, the selection period shall begin after geophysical logging and after the formation samples are accepted by the District's Representative. If other work is being performed after acceptance of the formation samples, the selection period shall not begin until the day following completion of said other work. The selection period shall end when the Contractor is notified by the District's Representative of the requirements for the artificial filter pack. Notification for the purpose of ending this selection period shall be conducted verbally either in person or by telephone, and may be confirmed in writing via email or facsimile the same date as verbal notification is completed.

Section 08-02-06 – Submittals

The acceptability of artificial filter pack material shall be determined based upon certified laboratory test results and service records for the source of the material. Prior to delivery to the well site, the Contractor shall submit the following to District's Representative for approval:

1. Source of filter pack material.
2. Certified laboratory test results demonstrating that the filter pack material meets the material and gradation criteria specified herein.
3. A sample of the material of sufficient quantity to conduct tests to independently

determine the properties of the filter pack material.

4. Invoice amounts for filter pack material to be delivered to the site.

Section 08-03 – Delivery and Storage

The material for the filter pack shall be delivered to the well site upon approval by the District's Representative. The material may be delivered in bags or in bulk. Material delivered in bags shall be protected from weather until installed. Materials delivered in bulk shall be stored on a surface covered with a 2-mil thick plastic sheet or equivalent and will be sheltered from weather or contamination at all times prior to installation. Material for the filter pack that comes in contact with the ground or other contaminated material shall not be used, and all materials shall be protected from contamination until installation.

Section 08-04 – Installation

Unless directed otherwise by the District's Representative, the method of filter pack installation shall be at the option of the Contractor. The material shall be placed to ensure continuity of the filter pack without bridging, voids, or segregation. Filter pack materials shall not be installed by freefall unless approved by the District's Representative prior to placement.

Section 08-05 – Disinfection

The Contractor shall be responsible for ensuring that the filter pack material is adequately disinfected during installation with a solution containing a concentration of at least 50 milligrams per liter (mg/l) of available chlorine.

Section 08-06 – Well Screen

The well screen used in conjunction with an artificial filter pack shall be in accordance with 07-01 Well Screen.

Section 08-07 – Payment

Payment for the artificial filter pack shall be on a unit price per foot of length for installation in the test well plus the cost of filter pack material at the invoice price (**Bid Item 8**). The length of filter pack shall be determined as defined herein. The quantity of filter pack material to be paid for at the invoice price shall be determined as the annulus volume to the nearest cubic yard calculated using the filter pack length and thickness as defined herein. Payment shall include full compensation for furnishing all labor, materials, tools and equipment, and the performance of all work in accordance with these specifications.

SECTION 09 – GROUTING AND SEALING

Section 09-01 – General

The work described in this section consists of furnishing all material and equipment and performing all labor for grouting and sealing the annular space between the screened zones and the surface sanitary seal in accordance with these specifications. Grouting consists of sealing by filling the annular space between the well casing and the borehole between each filter pack section and above the uppermost sand zone with acceptable impervious material. Unless otherwise specified by District's Representative, sealing of the well above the uppermost filter pack shall occur immediately following completion of filter pack installation.

Section 09-02 – Seals Between Screen Zones

Section 09-02-01 – Sealing Requirements

The annular space around the well casing shall be grouted between each filter pack/screen zone. These annular seal intervals shall be a minimum thickness of three (3) inches. The seal shall be placed between the borehole and the 6-inch diameter well casing and shall not be allowed to migrate into the artificial filter pack.

Section 09-02-02 – Material

Sealing material shall consist of coated time release bentonite pellets. Cuttings from drilling shall not be used as sealing material. If approved by the District's Representative the Contractor may install a transitional seal between the uppermost filter pack and neat cement to control cement migration. The materials and placement of a transitional seal must be presented to the District's Representative for review prior to placement.

Section 09-02-03 – Length

The final length of the seals between filter pack zones shall be determined by the District's Representative following drilling and geophysical logging. In general, inter zone seals shall be placed between each filter pack interval.

The estimated number of individual screen/filter pack zones is expected to be between six (6) and ten (10), and the total overall length of the filter pack is estimated to be between 300 and 500 feet. Therefore, the estimated number individual inter zone seals is between five (5) and nine (9), and the overall length of these seals is estimated to be between 200 and 400 feet. For the purpose of bid preparation, the Contractor shall assume that there will be seven (7) individual seal sections and the total combined length of bentonite seal in these sections will be 300 feet. The Contractor may also place an additional bentonite seal above the uppermost screen/filter pack zone to serve as a transitional seal. These estimates are

based upon preliminary design parameters, which are generalizations taken from other wells in the Hollister Valley.

Section 09-03 – Sanitary Seal

Section 09-03-01 – Sealing Requirements

The annular space around the well casing shall be grouted from the ground surface to a minimum depth of 100 feet or to the top of the uppermost filter pack section. The sanitary seal shall have a minimum thickness of three (3) inches. The seal shall be placed between the borehole and the 6-inch diameter well casing. The seal shall not be allowed to migrate into the artificial filter pack.

Section 09-03-02 – Material

Sealing material shall consist of neat cement grout sanitary seal. Cuttings from drilling shall not be used as sealing material. The seal shall not be allowed to migrate into the artificial filter pack. If approved by the District's Representative the Contractor may install a transitional seal between the filter pack and neat cement to control cement migration. The materials and placement of a transitional seal must be presented to the District's Representative for review prior to placement.

Section 09-03-02.1 – Neat Cement

Grout shall consist of a mixture of ASTM C150 Type II Portland cement and water in the ratio of 0.67 cubic feet (5 gallons) of water per 94 pound sack of cement. Water used to prepare sealing mixtures shall generally be of drinking water quality and shall be free of petroleum products, suspended material, and other deleterious substances. Cement used for sealing mixtures shall be ASTM C150 Type II Portland cement. Accelerators, retardants, bentonite, and other additives shall not be used without prior approval by the District's Representative. If approved, bentonite may be added up to six (6) percent by weight. The maximum slump shall be four (4) inches.

Section 09-04 – Placement

All sealing material shall be installed in the presence of the District's Representative. The Contractor will notify the District's Representative a minimum of 24 hours in advance of planned sealing material placement.

Unless directed otherwise by the District's Representative, the method of placement shall be at the option of the Contractor, provided that the installation of each seal zone is carried out in one continuous operation from the bottom of the interval to be sealed to its top (the ground surface in the case of the sanitary seal) and that the installation conforms to the requirements specified herein. Sealing material shall be placed by methods that prevent

freefall, bridging, or dilation. Annular sealing materials shall not be installed by freefall unless approved by the District's Representative prior to placement.

All loose cuttings and any other obstructions shall be removed from the annular space before placement of sealing material.

In accordance with San Benito County Water District requirements, the Contractor will notify the designated San Benito County Water District representative to allow for inspection during surface seal placement. Upon installation of the sanitary sealing material and unless approved otherwise by the District's Representative, no further work shall be completed on the well until the grout has set a minimum of 72 hours. The 72-hour curing period shall not be regarded as standby time as defined in **16-01 Standby Time**.

Section 09-05 – Testing

Verification of proper sealing material placement at the well shall be made by the Contractor demonstrating that the volume of sealing material placed in the annular space equals or exceeds the annulus volume.

Section 09-06 – Payment

Section 09-06-01 – Payment for Inter Screen Zone Seals

Payment for sealing between each screen/filter pack zone shall be on a unit price per foot of length for installation in the test well plus the cost of bentonite sealing material at the invoice price (**Bid Item 9**). The length of the inter screen seals shall be determined as defined herein. The quantity of seal material to be paid for at the invoice price shall be determined as the annulus volume to the nearest cubic yard calculated using the filter pack length and thickness as defined herein. Payment shall include full compensation for furnishing all labor, materials, tools and equipment, and the performance of all work in accordance with these specifications.

Section 09-06-02 – Payment for Sanitary Surface Seal

Payment for grouting and sealing in the sanitary seal shall be on a lump sum basis for installation plus grouting and sealing material in the test well. Installation shall include full compensation for furnishing all labor, materials, tools, and equipment and the performance of all work on a lump sum basis in accordance with these specifications (**Bid Item 10**). Grouting and sealing material (**Bid Item 11**) shall be based on cubic yards of material installed in the seals of the well.

SECTION 10 – PLUMBNESS AND ALIGNMENT

Section 10-01 – General

The completed well shall be sufficiently plumb and straight so that there will be no interference with installation, alignment, operation of any monitoring or testing equipment and all associated appurtenances. The well shall be constructed and all casings and liners set round, plumb, and true to line as defined herein. If requested by the District's Representative, the Contractor shall demonstrate that the work is in compliance with the requirements set forth herein by conducting a plumbness and alignment test. The Contractor shall furnish all labor, tools and equipment and perform the test or tests described herein.

In the event the plumbness or alignment tests fail to meet the tolerances prescribed herein, the plumbness and alignment of a well shall be corrected by the Contractor at his own expense. Should the Contractor fail to correct the faulty plumbness and alignment, the District's Representative may refuse to accept the well.

Section 10-02 – Methods

Section 10-02-01 – Plumbness

The test for plumbness at the well shall be made with an acceptable plummet arrangement. The plummet shall be constructed with either a tripod or drill rig frame assembly. The apex of the assembly shall be stationary with a recommended minimum height of 10 feet above the hole. The plumb ring or plunger shall be heavy enough to keep the plumb line taut and shall consist of a rigid spindle with round plates at both ends. The outer diameter of the end plates shall be one-half (1/2) inch smaller than the inside diameter of that part of the casing or hole being tested. The distance between end plates shall be approximately 1.25 times the inside diameter of that part of the casing or hole being tested.

Section 10-02-02 – Alignment

Alignment shall be tested by lowering a section of pipe or dummy to a depth equal to the total depth of the well or a depth determined by the District's Representative. The section of pipe or dummy shall have a length of 40 feet and an outside diameter of not more than one-half (1/2) inch smaller than the inside diameter of that part of the casing or hole being tested.

Section 10-03 – Tolerances

Section 10-03-01 – Plumbness

Plumbness shall be determined at depth intervals of 10 feet or more frequently when approaching the allowable maximum. The test for plumbness shall be determined by calculating the drift at each interval. The drift is calculated as the product of the deflection and the distance from the plunger to the apex, divided by the depth of the plunger below the top of the hole. The deflection is the measured horizontal deflection of the plumb line from center of the top of the casing. The maximum allowable drift of the well from the vertical shall not exceed two-thirds ($2/3$) of the smallest inside diameter of that part of the well being tested per 100 feet of depth.

Section 10-03-02 – Alignment

The test for alignment shall be satisfactory upon demonstrating that the specified section of pipe or dummy moves freely throughout the tested interval.

Section 10-04 – Payment

No separate or additional payment shall be provided for the plumbness and alignment testing specified herein. Payment therefore shall be included in the various bid items of work.

SECTION 11 – WELL DEVELOPMENT

Section 11-01 – General

The work described in this section consists of furnishing all necessary pumps, surge blocks, jets, bailers, air equipment, measurement equipment, other material, and other equipment and performing all labor for well development at the completed test well in accordance with these specifications. The test well shall be developed by swabbing with simultaneous air jetting followed by pumping unless other methods are deemed necessary and approved by the District's Representative. Development shall be completed either with the drilling rig or with alternative equipment.

Section 11-02 – Development Methods

Section 11-02-01 – Surging

Initial development shall include surging the well. The surging shall be conducted with either a solid or valved surge block. Surging shall be conducted from top to bottom of each screened section in strokes of five (5) to ten (10) feet. Fines drawn into the well shall be measured and removed periodically before such accumulation reaches five (5) percent of the screen length.

Surging or swabbing in the completed test well shall be continued for up to 8 hours, or until the fines entering the well are decreased to acceptable levels as determined by the District's Representative. After surging, the well shall be bailed or pumped clean of all mud, sand, and sediment.

Section 11-02-02 – Air Lift

Air lift development may be done by the single pipe air pumping system using the casing or a separate drop pipe as the eductor line. The compressors, air lines, hoses, and fittings shall be of adequate size to pump the well by airlift principle at approximately 100 gpm. During development the Contractor shall initially pump the well with air until the well is developed to the point that yields clear sand-free water. The Contractor shall then shut off the air and allow the water in the well to return to static conditions. The Contractor shall then reopen the valve and reintroduce air into the well until water is brought to the surface by the air lift method, at which time the Contractor will close the air valve and allow water to drop back down the well and return to static condition. The Contractor shall repeat this lifting and dropping of the column of water until the water in the well becomes turbid at which time the Contractor will continuously pump the well with air until it again yields clear sand-free water. The Contractor shall repeat the above operations until the well no longer produces fine material when it is surged and backwashed as described above. The bottom of the air line shall be placed at different levels in order to facilitate development of all screened

areas, and the process repeated until all screens yield water free of turbidity when surged and backwashed.

Air lifting following surging in the completed test well shall be continued for up to 12 hours, or until the fines entering the well are decreased to acceptable levels as determined by the District's Representative.

Air lifting may be performed in conjunction with surging or swabbing. If airlifting is performed in combination with surging or swabbing, then the combined actions in the well shall be continued for up to 20 hours, or until the fines produced from the well are decreased to acceptable levels as determined by the District's Representative.

After air lifting, the fines that have accumulated in the tail pipe of the well shall be measured and bailed or pumped clean of all accumulated mud, sand, and sediment.

Section 11-02-03 – Overpumping

Upon completion of the air lifting or combined air lifting/surging process, development shall include interrupted overpumping and surging conducted with a pump capable of pumping at rates up to 300 gpm against the system total dynamic head. The pumping shall be carried out in multiple steps with no check valve or foot valve present. Unless determined otherwise by the District's Representative, the multiple steps shall include pumping rates ranging between 20 and 300 gpm against the system total dynamic head. Pumping shall be conducted in five (5) minute cycles, and shall continue a minimum of two (2) hours at each pumping rate or until acceptable standards are attained. Unless approved by the District's Representative, overpumping will be conducted for at least 30 hours.

Section 11-02-04 – Other Development Methods

If approved by the District's Representative, other effective well development methods proposed by the Contractor may be conducted for purposes of well development. Detailed descriptions of proposed alternative development methods shall be submitted to the District's Representative in writing for approval. The District's Representative shall be allowed a 24-hour grace period to consider alternative development methods prior to their implementation. The grace period shall begin upon the Contractor's written submission the proposed alternative method. The grace period shall end on the day the Contractor is notified by the District's Representative of the decision regarding alternative development methods. Notification for the purpose of ending the grace period shall be conducted verbally.

Section 11-03 – Installation of Pump for Development

The Contractor shall furnish, install, operate, and remove an acceptable pump for developing the well. The pump and prime mover shall be a variable-speed type, so that the

discharge may be varied from 20 to 300 gpm. The test pump shall have its intake set at a sufficient depth to conduct the well development specified herein. The intake will be set at approximately 150 feet below the static water surface. The pumping unit shall be complete with an ample power source, controls, and appurtenances. There shall not be any foot valves, check valves, or other one-way flow devices on the pump, drop pipe, or discharge piping and the pump bowls or impellers shall be capable of spinning backward to facilitate surging during development. The Contractor shall furnish and install discharge piping for the pumping unit of sufficient size and length to conduct water to a suitable point as specified herein in **01-08 Discharge Water**.

An accurate device for measuring the discharge rate of the pump shall be provided, installed, and maintained by the Contractor. The device shall consist of a flow meter (preferred), circular orifice, weir, or flume arrangement and shall be capable of accurately measuring the flow within an accuracy of five (5) percent, as determined by the District's Representative, throughout the 20 to 300 gpm range. The method of measuring discharge rate shall be approved by the District's Representative prior to installing the pump and discharge line. If a flow meter is used to measure discharge rate, the Contractor will provide the District's Representative with a recent certification of calibration of the meter. Estimating discharge by measuring the vertical height of the water jet from vertical discharge piping or measuring the horizontal distance of the water jet from horizontal discharge piping shall not be an acceptable measurement method in accordance with these specifications.

A sounding pipe extending from the top of the casing to the maximum anticipated drawdown depth shall be provided by the Contractor. The sounding pipe shall be of a diameter and construction such that it will easily pass a standard datalogging transducer and electric sounding probe.

Section 11-04 – Measurements During Development

The Contractor shall provide all equipment and labor for the measurement of the following operating parameters during development of the test well:

- Discharge rate,
- Static and pumping water levels (with a standard manually operated water level measurement device),
- Turbidity of the discharge water in nephelometric turbidity units (NTU), and
- Sand content of discharge water.

Unless approved otherwise by the District's Representative, all measurements of the sand content shall be conducted using an Imhoff Cone or Rossum centrifugal sand sampler provided by the Contractor.

Section 11-05 – Completion of Well Development

Unless determined otherwise by the District or District's Representative, well development at the test well shall be considered complete upon satisfaction of the following conditions:

1. The sand content of the discharge water shall average not more than five (5) milligrams per liter (mg/l) for a complete pumping cycle of two (2) hours duration when pumping at the designated capacity.
2. The turbidity of the discharge water is below 10 NTU.

Upon completion of development, the Contractor shall remove all sand, gravel, and other debris accumulated in the bottom of the test well.

Section 11-06 – Discharge Water

Unless approved otherwise by the District's Representative, discharge water shall be disposed of in accordance with **01-08 Discharge Water**.

Section 11-07 – Records

Complete records of all development work shall be maintained by the Contractor and submitted to the District's Representative. These records shall include:

- Quantity and description of any material placed into the well.
- Methods of measurement.
- Duration of each operation.
- Sand content as a function of production rate and time.
- All other pertinent information relating to conditions encountered during development.

Section 11-08 – Payment

Section 11-08-01 – Well Development by Surging and Airlift

Measurement and payment shall be by the hour for active surging and/or airlifting. The price paid per hour shall include full compensation for furnishing all labor, materials, tools, and equipment necessary to develop the well by surging or airlifting in accordance with these specifications (**Bid Item 12**). Payment for disposal of discharge water during development is addressed in **01-08 Discharge Water**.

Section 11-08-02 – Well Development by Overpumping

Measurement and payment for pump operation during well development shall be by the hour of pump operation. The price paid per hour of operation during well development shall include full compensation for furnishing all labor, materials, tools, and equipment required for well development by overpumping in accordance with these specifications (**Bid Item 13**). Payment for disposal of discharge water during development is addressed in **01-08 Discharge Water**.

Section 11-08-03 – Installation and Removal of Pump

The lump sum price for installation and removal of the pump shall include full compensation for furnishing all labor, materials, tools, and equipment required for installation and removal in accordance with these specifications (**Bid Item 14**).

SECTION 12 – WELL HEAD COMPLETION

Section 12-01 – General

The work described in this section consists of furnishing all material and equipment and performing all labor for well head completion at the completed test well in accordance with these specifications.

Section 12-02 – Casing Capping

Upon completion of the well, the Contractor shall install a suitable threaded, flanged, or welded lockable and accessible cap on the top of the casing to prevent foreign objects and surface contaminants from entering the well.

Section 12-03 – Locking Above Ground Surface Completion

Unless directed otherwise by the District's Representative, a locking steel monument shall be installed around the well casing at the surface. The closed top of the monument shall be no more than three (3) feet higher than the surrounding grade. The monument will be set in a concrete well pad that shall extend a minimum of 18 inches from the monument in all directions and be sloped away from the casing to prevent surface runoff from accumulating adjacent to the well. This completion will provide a protective enclosure for the well casing at the ground surface, with access through a hinged locking cover.

Section 12-04 – Casing Height

Unless directed otherwise by the District's Representative, the well casing shall extend twenty-four (24) inches above the final ground elevation.

Section 12-05 – Site Grading

The ground surface surrounding the well casing shall be graded and sloped away from the well to prevent surface runoff from entering the completed well.

Section 12-06 – Payment

No separate or additional payment shall be provided for the well head completion specified herein. Payment therefore shall be included in the various bid items of work.

SECTION 13 – DISCRETE AND COMBINED AQUIFER ZONE WATER QUALITY TESTING

Section 13-01 – General

The work described in this section consists of furnishing all necessary pumps, measurement equipment, discharge piping, other equipment, and other material and performing all labor for testing of discrete aquifer zone water quality in accordance with these specifications.

The Contractor shall provide the pump, power, measurement equipment, discharge piping, and all other equipment required for discrete aquifer zone water quality testing. In general, the Contractor shall be responsible for providing and maintaining the desired pumping operation schedule. The District's Representative shall be responsible for recording discharge and water level measurements (in the pumping well and any observation wells) and for specifying discharge and time schedules for the performance testing. The Contractor will assist with discharge measurements and collection of water quality samples from each discrete aquifer zone and from pumping without packers separating zones, as specified in **13-03 Testing Methods**.

Section 13-02 – Installation and Removal of Pump for Discrete Aquifer Zone and Combined Water Quality Testing

The Contractor shall furnish, install, operate, and remove an acceptable pump for hydraulic and water quality testing of each discrete screened zone in the well. Each screened zone shall be tested independently in succession. The pump and prime mover shall be a variable-speed type, so that the discharge may be varied from 20 to 200 gpm. For each screen zone test the pump shall have its intake set at a sufficient depth to conduct the testing specified herein. The intake will be set at the base of the screen in each screened section. The pumping unit shall be complete with an ample power source, controls, and appurtenances and shall include packer units capable of sealing each screened zone from water entering either from above or from below. The pump, drop pipe, or discharge pipe shall be equipped with a one-way valve (foot valve or check valve) to ensure that water does not flow back in to the well when the pump is turned off. The Contractor shall furnish and install discharge piping for the pumping unit of sufficient size and length to conduct water to a suitable point as specified in **01-08 Discharge Water**.

An accurate device for measuring the discharge rate of the pump shall be provided, installed, and maintained by the Contractor. The device shall consist of a flow meter, circular orifice, weir, or flume arrangement and shall be capable of accurately measuring the flow within an accuracy of five (5) percent, as determined by the District's Representative, throughout the 20 to 200 gpm range. The method of measuring discharge rate shall be

approved by the District's Representative prior to installing the pump and discharge line. If a flow meter is used to measure discharge rate, the Contractor will provide the District's Representative with a recent certification of calibration of the meter. Estimating discharge by measuring the vertical height of the water jet from vertical discharge piping or measuring the horizontal distance of the water jet from horizontal discharge piping shall not be an acceptable measurement method in accordance with these specifications.

A sounding pipe extending from the top of the casing to near the pump intake depth shall be provided by the Contractor. The sounding pipe shall be of a diameter and construction such that it will easily pass a standard datalogging transducer and electric sounding probe.

The Contractor will ensure that appropriate sample ports are installed in the discharge manifold of the pumping system to allow for the collection of water quality samples and that these ports remain operational at all times.

Packer assemblies shall be installed by the contractor in such a way so as to adequately seal the target screened zone from the other screened zones in the well. As such, packer assemblies shall be installed above the top and below the bottom of the target screened zone. The packers may be installed as far above and below the screened section as is convenient, but shall not be placed within, above, or below screened sections adjacent to the target area. The packers shall either have an outside diameter sufficient to seal against the inside of the 6-inch diameter blank casing or shall be of the inflatable type that can be expanded once in place. In either case the packers shall be designed and installed so as to cause no damage or distortion of the screened or blank zones during installation or operation. All equipment, materials, dimensions, and methods associated with the packers shall be approved by the District's Representative prior to installing the pump or moving it between screened zones. If inflatable packer assemblies are proposed for use, the Contractor will demonstrate the operation of the equipment to the District's Representative's satisfaction prior to use.

Following completion of discrete aquifer zone water quality testing the pumping equipment will be operated in such a way as to allow water to enter from all the screened zones so that water quality samples representing the combined screened aquifers can be collected. The Contractor shall be responsible for modifying the pumping assembly to allow for operation during this combined zone testing.

The Contractor shall be responsible for removing the pumping equipment and all appurtenances following the completion of performance testing. The equipment will be removed in such a manner as to cause no damage to the completed well or surface completion. Removal of pumping equipment will not begin until the end of the recovery time, as specified in **13-05 Recovery Time**.

Section 13-03 – Testing Methods

Section 13-03-01 – Discrete Aquifer Zone Water Quality Testing

Upon completion of well development, a set of discrete aquifer zone water quality samples will be collected from each screened zone. This set of tests shall be scheduled to begin when the water level has recovered to static water level as determined by the District's Representative. The time period for recovery to static water level shall be determined by the District's Representative.

For this test, the pump will be installed to operate in each screened zone individually and in succession. Unless determined otherwise by the District's Representative, each discrete zone test will have durations of two (2) hours, with sample collection occurring at the end of the period.

Based on lithology from other wells in the Hollister Valley, we assume that there will be between six (6) and ten (10) individual screened zones. For the purpose of bid preparation, the Contractor shall assume that there will be eight (8) individual screen sections, so the total combined duration of pumping for discrete aquifer zone water quality testing of these sections will be 16 hours. These estimates are based upon preliminary design parameters, which are generalizations taken from other wells in the Hollister Valley. Actual testing durations will depend on the lithology encountered during drilling and on the final well design as designated by the District's Representative.

The Contractor shall be responsible for maintaining the desired pump operation schedule and for monitoring, maintaining, and recording discharge rates during each test. The District's Representative shall assist the Contractor in recording the discharge rates and shall be responsible for measuring and recording pumping water levels in the well during each discrete zone test.

The Contractor shall assist the District's Representative in the collection of water quality samples at the end of each discrete zone test. The Contractor will ensure that appropriate sample ports are installed in the discharge manifold of the pumping system and that these ports remain operational at all times. The Contractor shall reduce pumping rates or discharge line pressure to accommodate sample collection at the direction of the District's Representative.

Section 13-03-02 – Combined Aquifer Zone Water Quality Testing and Performance Testing

Following completion of discrete aquifer zone water quality testing the well will operated in such a way as to allow water to enter from all the screened zones so that water quality samples representing the combined aquifers can be collected. This phase of the water

quality testing will be combined with a constant rate discharge pumping test (Performance Testing) to allow estimation of aquifer parameters.

For this test, the pump will be installed to operate in from the bottom of the well, pulling water from all screened zones. The discharge and time duration of the constant rate test shall be designated by the District's Representative and in general shall equal an anticipated rate of 50 to 100 gpm and may extend to an 8-hour time period. The constant rate test shall not begin until the well has adequately recovered from the discrete aquifer zone water quality testing. The District's Representative shall determine when adequate recovery has been achieved. Discharge shall be maintained within plus or minus five (5) percent of the designated rate. Discharge shall be checked and adjusted, if necessary, every ten (10) minutes during the first hour of pumping, every hour thereafter. The Contractor shall be responsible for maintaining the desired pump operation and for monitoring, maintaining, and recording discharge rates during test pumping. The District's Representative may assist the Contractor in recording discharge and will be responsible for measuring and recording water level measurements during drawdown and recovery.

The Contractor shall assist the District's Representative in the collection of water quality samples at the end of each discrete zone test. The Contractor will ensure that appropriate sample ports are installed in the discharge manifold of the pumping system and that these ports remain operational at all times. The Contractor shall reduce pumping rates or discharge line pressure to accommodate sample collection at the direction of the District's Representative.

Section 13-04 – Aborted Test

Failure of pump operation for a period greater than five (5) percent of the elapsed pumping time shall require suspension of the test until the water level in the pumped well has recovered to its original level. Recovery shall be considered complete after the well has been allowed to rest for a period at least equal to the elapsed pumping time of the aborted test. The District's Representative shall be the sole judge as to whether recovery after an aborted test is complete. Idle time during recovery as a result of an aborted test shall not be measured as recovery time or standby time for payment to the Contractor.

Section 13-05 – Recovery Time

Time that the pumping equipment shall be left off to allow for water level recovery after the pumping test shall be designated by the District's Representative as recovery time. During recovery time, the Contractor shall take all necessary measures to protect the well from damage or contamination. Upon termination of the combined aquifer water quality test and unless approved otherwise by the District's Representative, no further work shall be completed on the well until a minimum 24 hours of recovery time has elapsed. The pump

for performance testing shall be left off and undisturbed in place during the 24-hour recovery period. The 24-hour recovery period shall not be regarded as standby time as defined in **16-01 Standby Time**.

Section 13-06 – Discharge Water

Unless approved otherwise by the District's Representative, discharge water shall be disposed of in accordance with **01-08 Discharge Water**.

Section 13-07 – Payment

Section 13-07-01 – Installation and Removal of Pumping Equipment

The lump sum price for installation and removal of the pump shall include full compensation for furnishing all labor, materials, tools, and equipment required for installation and removal in accordance with these specifications (**Bid Item 15**).

Section 13-07-02 – Discrete and Combined Aquifer Zone Water Quality Testing

Measurement and payment shall be by the hour. The price paid per hour shall include full compensation for furnishing all labor, materials, tools, and equipment necessary to conduct the discrete (**Bid Item 16**) and combined (**Bid Item 17**) aquifer tests in accordance with these specifications.

Section 13-07-03 – Recovery Time

No separate or additional payment shall be provided for recovery time specified herein.

SECTION 14 – WELL DISINFECTION

Section 14-01 – General

The work described in this section consists of furnishing all material and equipment and performing all labor for well disinfection in accordance with these specifications. The Contractor shall disinfect the test well following the completion of the other items of work described in these specifications. The Contractor shall also disinfect the well periodically during construction as required and as requested by the District's Representative.

Section 14-02 – Method

The well shall be disinfected using a solution of fresh water and acceptable chlorine compounds. The chlorine solution used for disinfecting the well shall be of such volume and strength and shall be applied so that a concentration of at least 50 milligrams per liter (mg/l) of available chlorine shall be obtained for the entire depth of the well at static conditions. All well surfaces above the static water level shall be completely flushed with the solution resulting in a wetted condition for a period of not less than 20 minutes. The disinfecting solution shall remain in the well for a period of at least 24 hours. After the 24-hour contact period, the well shall be pumped to waste until the presence of chlorine is no longer detectable. The Contractor shall provide records of disinfection to the District's Representative documenting the volumes, original concentration, time left in place, and residual concentration(s) during the disinfection of the well.

Section 14-03 – Discharge Water

Unless approved otherwise by the District's Representative, discharge water shall be disposed of in accordance with **01-08 Discharge Water**.

Section 14-04 – Payment

Payment for disinfection shall be on a lump sum basis per well and shall include full compensation for furnishing all labor, materials, tools and equipment, and the performance of all work in accordance with these specifications (**Bid Item 18**).

SECTION 15 – BOREHOLE AND WELL DESTRUCTION

Section 15-01 – General

At the District's Representative's discretion, a test well may not be installed and the borehole shall be destroyed. Upon determination that the borehole should be destroyed, the Contractor shall furnish all material and equipment and perform all labor to properly close the borehole in accordance with San Benito County Water District requirements and guidelines provided by the California Department of Water Resources (DWR) Bulletin Nos. 74-81 and 74-90 and as specified herein. The goal of destruction is to restore the hydrogeologic conditions that existed before the hole was drilled.

In addition, any partially completed or completed test well shall be considered as requiring destruction if: 1) during or after drilling the District's Representative determines the well should be destroyed, or 2) the well fails to conform to these specifications and the Contractor is unable to correct the condition or negotiate a mutually acceptable cost reduction for specification deviations. Upon determination that the well should be destroyed, the Contractor shall furnish all material and equipment and perform all labor to properly destroy the well in accordance with guidelines provided above.

Section 15-02 – Method

Unless approved otherwise and in addition to other requirements specified in DWR Bulletin Nos. 74-81 and 74-90, the entire borehole or well will be filled with cement grout placed from the bottom upward by methods that will avoid segregation or dilution of material.

Section 15-03 – Records

The Contractor shall submit to the District's Representative complete records of the entire destruction procedure to provide a record that the borehole/well was properly sealed. The records shall include type, depth, and quantity of sealing material; measurements of static water levels; and any changes in the well made during the destruction procedure such as perforating casing.

Section 15-04 – Payment

Payment for well destruction shall be in vertical feet as determined by the final depth of the borehole or well, and shall include full compensation for furnishing all labor, materials, tools and equipment, and the performance of all the work involved in destroying the well according to these specifications (**Bid Item 19**).

SECTION 16 – STANDBY TIME

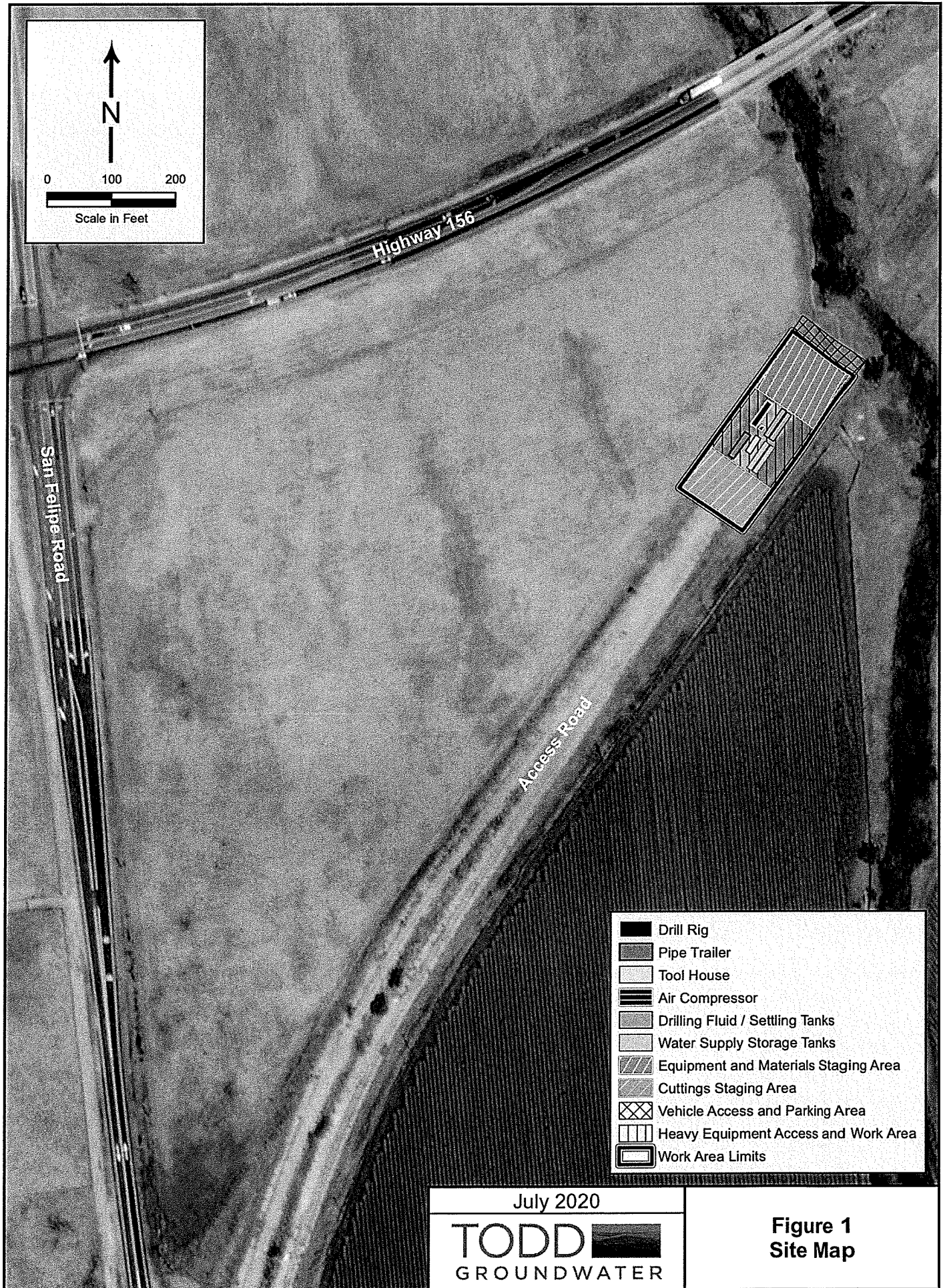
Section 16-01 – General

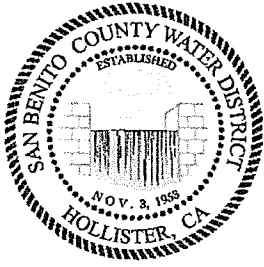
Standby time shall be paid only for inactive periods resulting from requirements of this contract. Idle time required for maintenance or failure of equipment shall not be measured as standby time. Idle time as a result of weather delays shall not be measured as standby time. Standby time shall be based on one work shift per day (8 hours) regardless of the Contractor's operating schedule. Standby time will not be paid for Saturdays, Sundays, or holidays on which work is not customarily performed, unless the Contractor has previously agreed to work on such days.

Section 16-02 – Payment

Payment for standby time shall be made at the unit price per hour as shown on the bid schedule, and only for that part of a regular eight-hour shift during which the Contractor may not continue work because of the requirements of the specifications (**Bid Item 20**).

Figures





30 Mansfield Road • P.O. Box 899 • Hollister, CA 95024-0899 • (831) 637-8218 • Fax: (831) 637-7267

**ADDENDUM NO. 1
TO
CONTRACT DOCUMENTS**

**For
NORTH COUNTY GROUNDWATER SUPPLY STUDY – MONITORING WELL
INSTALLATION**

OCTOBER 8, 2020

This addendum modifies the Contract Documents dated September 2020, and the work shall be accomplished in accordance with such modifications.

IMPORTANT

THIS ADDENDUM SHALL BE ACKNOWLEDGED WHEN YOUR BID IS SUBMITTED BY COMPLETING BIDDER'S ACKNOWLEDGMENT OF ADDENDA. FAILURE TO ACKNOWLEDGE THE ADDENDUM MAY CONSTITUTE GROUNDS FOR REJECTION OF THE BID.

**THIS ADDENDUM CONTAINS:
5 PAGES OF TEXT AND 2
ATTACHMENTS**

**NORTH COUNTY GROUNDWATER SUPPLY STUDY – MONITORING WELL
INSTALLATION
ADDENDUM NO. 1**

The Bidder is advised of the following changes to the Contract Documents dated September 2020 of the North County Groundwater Supply Study – Monitoring Well Installation:

ITEM NO. 1:

(Contractor Question)

Does the site have an unobstructed 20' x 90' area with the well being in the middle of the area?

The site map with the specification shows work area limits that are approximately 125' x 300'.

ITEM NO. 2:

(Contractor Question)

Are there access road limitations?

No, there are no access road limitations.

ITEM NO. 3:

(Contractor Question)

Are any of the locations on a slope?

No, there are not locations on a slope.

ITEM NO. 4:

(Contractor Question)

Do you have photos of the site you can send?

Not at this time, but site will be available for inspection during Pre-Bid Conference and Site Walk.

ITEM NO. 5:

(Contractor Question)

How much has the District budgeted for this study?

The District budget for this study is a component of a larger combined effort assessing water supply countywide.

ITEM NO. 6:

(Contractor Question)

What is the Engineer's estimate?

There is no Engineer's estimate for this project.

ITEM NO. 7:

(Contractor Question)

Please email boring logs of nearby borings if available.

Well Completion Reports were compiled from local wells in the area during the well siting and planning process, and these reports are attached.

ITEM NO. 8:

(Contractor Question)

Please email well logs of the existing well(s) if available.

See answer to Item No. 7.

ITEM NO. 9:

(Contractor Question)

Please email well completion reports of the existing well(s) if available.

See answer to Item No. 7.

ITEM NO. 10:

(Contractor Question)

If known, what is the current depth to water?

The current depth to water in this area of the basin is anticipated to be approximately 10 feet below ground surface.

ITEM NO. 11:

(Contractor Question)

Is water available onsite for the needs of this effort?

No, water is not available onsite for the needs of this effort.

ITEM NO. 12:

(Contractor Question)

Are restrooms available onsite or should we provide a portable restroom?

Restrooms are not available onsite, and facilities should be provided by the bidder.

ITEM NO. 13:

(Contractor Question)

Can equipment and materials be placed onsite during the duration of this project?

Yes. See figure 1 included in the original bid documents.

ITEM NO. 14:

(Contractor Question)

What is the last day and time for questions?

The last day and time for questions is October 20, 2020 at 2:00 pm.

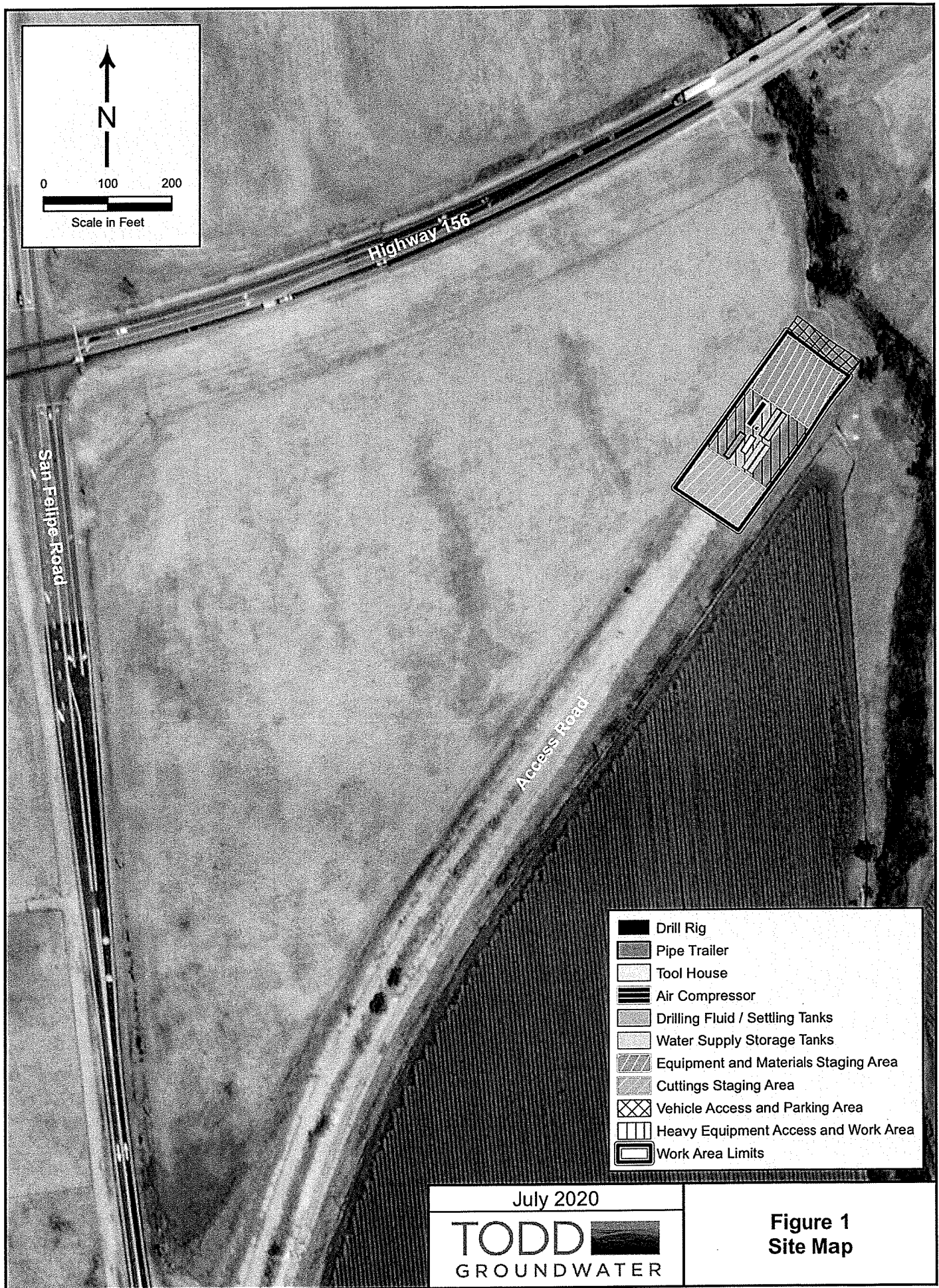
ITEM NO. 15:

(Contractor Question)

What is the anticipated start date?

A notice to proceed can be issued as soon as October 29th, 2020 once references have been verified.

END OF ADDENDUM NO. 1



STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES
WATER WELL DRILLERS REPORT

Do Not Fill In

No 51365

ORIGINAL
File with DWR

State Well No. _____
Other Well No. 125/5E-3

(1) OWNER: Name _____ Address _____				(11) WELL LOG: Total depth <u>600</u> ft. Depth of completed well <u>600</u> ft. Formations: Describe by color, character, size of material, and structure <u>0 3 Adobe to</u> <u>3 15 White clay</u> <u>15 20 White clay</u> <u>20 55 Blue clay, blue sandy clay</u> <u>55 71 Yellow sandy clay, sand</u> <u>71 105 Sand, gravel</u> <u>105 115 Blue clay, gravel</u> <u>115 135 Blue gravelly clay, blue s</u> <u>135 151 Blue clay, brown sandy clay</u> <u>151 183 Blue & yellow clay, sandy</u> <u>183 225 Blue clay, blue sandy clay</u> <u>225 273 Blue clay, blue sandy clay</u> <u>blue sand</u> <u>273 295 Blue sandy clay</u> <u>295 353 Blue sandy clay, blue clay</u> <u>353 366 Blue & yellow clays, sandy</u> <u>366 405 Yellow sandy clay, sand</u> <u>405 430 Colored sand, coarse</u> <u>430 452 Colored sand, coarse streaks</u> <u>452 475 Colored sand coarse, coarse</u> <u>of gray sandy clay</u> <u>475 501 Blue clay, Sand, coarse</u> <u>streaks of gray sandy clay</u> <u>501 543 Gray sandy clay, yellow</u> <u>gravelly clay</u> <u>543 556 Streaks of sandy clay color</u> <u>sand</u> <u>556 600 Same as 543 - 556</u>			
(2) LOCATION OF WELL: County <u>San Benito</u> Owner's number, if any _____ Township, Range, and Section <u>1/4 Mile E. of Int'sec of</u> Distance from cities, roads, railroads, etc. <u>San Felipe Rd. & Hy.</u> <u>#150 & 65' E. of Hy. #150.</u>				(5) EQUIPMENT: Rotary <input checked="" type="checkbox"/> Cable <input type="checkbox"/> Other <input type="checkbox"/>			
(3) TYPE OF WORK (check): New Well <input type="checkbox"/> Deepening <input type="checkbox"/> Reconditioning <input type="checkbox"/> Destroying <input type="checkbox"/> If destruction, describe material and procedure in Item 11.				(4) PROPOSED USE (check): Domestic <input type="checkbox"/> Industrial <input type="checkbox"/> Municipal <input type="checkbox"/> Irrigation <input type="checkbox"/> Test Well <input type="checkbox"/> Other <input type="checkbox"/>			
(6) CASING INSTALLED: STEEL: OTHER: SINGLE <input checked="" type="checkbox"/> DOUBLE <input type="checkbox"/> From ft. To ft. Diam. Gage or Wall Diameter of Bore From ft. To ft. <u>0 600 14 1/4 26 0 600</u> Size of shoe or well liner _____ Size of grout: <u>1/4" sea</u> Describe joint: <u>Collars welded</u>				(7) PERFORATIONS OR SCREEN: Type of perforation or name of screen <u>Louvre, factory punched</u> From ft. To ft. Perf. per row Rows per ft. Size in. x in. <u>304 600 2 4-1/2 1-1/2x3/32</u>			
(8) CONSTRUCTION: Was a surface sanitary seal provided? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> To what depth _____ ft. Were annular struts sealed against pollution? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, note depth of struts _____ From ft. to ft. _____ From ft. to ft. _____ Method of sealing _____				WELL DRILLER'S STATEMENT: This well was drilled under my jurisdiction and this report is true to the best of my knowledge and belief. NAME <u>Valley Pump & Drilling Co.</u> (Person, firm, or corporation) (Typed or printed) Address <u>1123 Madison Lane,</u> <u>Salinas, Cal. 93901</u> [SIGNED] <u>[Signature]</u> (Well Driller) License No. <u>206267</u> Dated <u>Mar 19 70</u>			
(9) WATER LEVELS: Depth at which water was first found, if known _____ ft. Standing level before perforating, if known _____ ft. Standing level after perforating and developing _____ ft.				(10) WELL TESTS: Was pump test made? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, by whom <u>by others</u> Yield: _____ gal./min. with _____ ft. drawdown after _____ hrs. Temperature of water _____ Was a chemical analysis made? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Was electric log made of well? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, attach copy _____			

SKETCH LOCATION OF WELL ON REVERSE SIDE

#1

1415-14

WU 7/1/74

Do Not Fill In:

ORIGINAL
File with DWR

STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES
WATER WELL DRILLERS REPORT

No 121689

State Well No. _____
Other Well No. _____

(1) OWNER:
Name _____
Address _____

(2) LOCATION OF WELL:
County San Benito Owner's number, if any _____
Township, Range, and Section 1/2 mi. so. on Scagliotti Rd
from intersection of Fallon Rd & west
approx. 1/4 mi

(3) TYPE OF WORK (check):
New Well ☒ Deepening ☐ Reconditioning ☐ Destroying ☐
If destruction, describe material and procedure in Item 11.

(4) PROPOSED USE (check):
Domestic ☐ Industrial ☐ Municipal ☐
Irrigation ☒ Test Well ☐ Other ☐

(5) EQUIPMENT:
Rotary ☒
Cable ☐
Other ☐

(6) CASING INSTALLED:				If gravel packed			
STEEL:		OTHER:					
SINGLE <input checked="" type="checkbox"/>		DOUBLE <input type="checkbox"/>					
From ft.	To ft.	Diam.	Gage or Wall	Diameter of Bore	From ft.	To ft.	
0	462	14"	1/4	24"	0	462	

Size of shoe or well ring: _____ Size of gravel: 1/4

Describe joint: welded

(7) PERFORATIONS OR SCREEN:				
Type of perforation or name of screen				
From ft.	To ft.	Perf. per row	Rows per ft.	Size in. x in.
190	220	8	4.5	1/8 x 1-1/2
280	304	8	4.5	1/8 x 1-1/2
328	448	8	4.5	1/8 x 1-1/2

(8) CONSTRUCTION:
Was a surface sanitary seal provided? Yes ☐ No ☒ To what depth _____ ft.
Were any strata sealed against pollution? Yes ☐ No ☒ If yes, note depth of strata _____
From _____ ft. to _____ ft.
From _____ ft. to _____ ft.
Method of sealing _____

(9) WATER LEVELS:
Depth at which water was first found, if known _____ ft.
Standing level before perforating, if known _____ ft.
Standing level after perforating and developing _____ ft.

(10) WELL TESTS:
Is pump test made? Yes ☒ No ☐ If yes, by whom? _____
Yield: _____ gal./min. with _____ ft. drawdown after _____ hrs.
Temperature of water _____ Was a chemical analysis made? Yes ☐ No ☒
Was electric log made of well? Yes ☐ No ☒ If yes, attach copy _____

(11) WELL LOG:
Total depth 602 ft. Depth of completed well 462 ft.
Formation: Describe by color, character, size of material, and structure
0 ft. to 25' Top soil & brown sandy clay
25' - 50' Yellow clay streaks sand
50' - 100' Coarse sand & gravel
100' - 125' Blue clay & gravel
125' - 150' Yellow sandy clay
150' - 175 Yellow blue sandy clay strks coarse sand
175' - 200' gravel strks yellow clay
200' - 225' gravel strks yellow clay
225' - 250' Blue grey clay & gravel strks
250' - 275' Yellow blue sandy clay strks sand
275' - 300' yellow sandy clay-strks grave
300' - 325' Blue sandy clay-strks sand
325' - 350' gravel-strks blue clay
350' - 375' blue & yellow sandy clay
375' - 400' yellow sandy clay-strks sand
400' - 425' coarse gravel strks yellow c
425' - 450' blue grey clay-strks gravel
450' - 475' green clay
475' - 500' green clay
500' - 525' green clay
525' - 550' green clay
550' - 575' Blue sandy clay
575' - 602' brwn & green clay

Work started 11/27/74 Completed 12/23/74
WELL DRILLER'S STATEMENT:
This well was drilled under my jurisdiction and this report is true to the best of my knowledge and belief.
NAME SALINAS PUMP CO.
(Person, firm, or corporation) (Typed or printed)
Address 1128 Madison Lane, Salinas, Ca 92060
[SIGNED] [Signature]
(Well Driller)
License No. 273053 Dated 12/24

SKETCH LOCATION OF WELL ON REVERSE SIDE

CONFIDENTIAL LOG
Water Code 540. 10782
67133-710 8-72 JOM YR 1-7 654

ORIGINAL
File with DWR

DEPARTMENT OF WATER RESOURCES
WATER WELL DRILLERS REPORT

State Well No. _____
Other Well No. _____

(1) OWNER:
Name _____
Address _____

(2) LOCATION OF WELL:
County San Benito Owner's number, if any _____
Township, Range, and Section 100 W. San Felipe Rd & 300 yds
Distance from cities, roads, railroads, etc. south Flynn Rd

(3) TYPE OF WORK (check):
New Well ☒ Deepening ☐ Reconditioning ☐ Destroying ☐
If destruction, describe material and procedure in Item 11.

(4) PROPOSED USE (check):
Domestic ☐ Industrial ☐ Municipal ☐
Irrigation ☒ Test Well ☐ Other ☐
(5) EQUIPMENT:
Rotary ☒
Cable ☐
Other ☐

(6) CASING INSTALLED:
STEEL: _____ OTHER: _____
SINGLE ☒ DOUBLE ☐
If gravel packed
From ft. To ft. Diam. Gage or Wall Diameter of Bore From ft. To ft.
0 458 14 1/4 26 0 458
Size of shoe or well ring: _____ Size of gravel: pea

Describe joint welded
(7) PERFORATIONS OR SCREEN:
Type of perforation or name of screen

From ft.	To ft.	Perf. per row	Rows per ft.	Size in. x in.
258	458	8	36	1/16

(8) CONSTRUCTION:
concrete
Was a surface sanitary seal provided? Yes ☒ No ☐ To what depth 50 ft.
Were any strata sealed against pollution? Yes ☐ No ☒ If yes, note depth of strata
From ft. to ft.
From ft. to ft.
Method of sealing

(9) WATER LEVELS:
Depth at which water was first found, if known ft.
Standing level before perforating, if known ft.
Standing level after perforating and developing ft.

(10) WELL TESTS:
Was pump test made? Yes ☐ No ☒ If yes, by whom?
Yield: gal./min. with ft. drawdown after hrs.
Temperature of water Was a chemical analysis made? Yes ☐ No ☒
Was electric log made of well? Yes ☐ No ☒ If yes, attach copy

(11) WELL LOG:
Total depth 518 ft. Depth of completed well 458 ft.
Formation: Describe by color, character, size of material, and structure
0 ft. to 2 top soil ft.
2 to 20 yellow clay
20 50 fine sand
50 140 coarse sand
140 160 gravel w/streaks brown clay
160 205 coarse sand w/gravel
205 227 blue clay
227 272 clay streaks sand
272 294 sand
294 to 518 coarse sand
518 blue clay

Work started 3-27-74 19 Completed 4-22-74
WELL DRILLER'S STATEMENT:
This well was drilled under my jurisdiction and this report is true to the best of my knowledge and belief.
NAME Salinas Pump Co.
(Person, firm, or corporation) (Typed or printed)
Address 1128 Madison Lane, Salinas, Ca. 93901
[SIGNED] *Clayton Shuster*
(Well Driller)
License No. 273053 Dated 4-23-74, 19__

SKETCH LOCATION OF WELL ON REVERSE SIDE

ORIGINAL

STATE OF CALIFORNIA

Do not fill in

THE RESOURCES AGENCY

DEPARTMENT OF WATER RESOURCES

WATER WELL DRILLERS REPORT

No. 20445

12/5-2

State Well No. _____

Other Well No. _____

le with DWR

Title of Intent No. _____

Permit No. or Date _____

OWNER:

Address _____

City _____

(1) LOCATION OF WELL (See instructions):

County San Benito Owner's Well Number _____

Full address if different from above _____

Township _____ Range _____ Section _____

Distance from cities, roads, railroads, fences, etc. 1500 feet westend of Acquistapace Road, 1/2 mile endof road. Southwest side of reservoirs.(12) WELL LOG: Total depth 680 Depth of completed well 585 ft.
from ft. to ft. Formation (Describe by color, character, size or material)1 - 33 Yellow sand & clay33 - 47 Gravel47 - 160 Brown clay & gravel160 - 396 Blue to grey clay396 - 409 Grey clay409 - 497 Grey clay to gravel497 - 546 Gravel546 - 549 Gravel to brwn clay streaks549 - 558 Gravel558 - 680 Brown clay

(3) TYPE OF WORK:

New Well ☒ Deepening ☐Reconstruction ☐Reconditioning ☐Horizontal Well ☐Destruction ☐ (Describe destruction materials and procedures in Item 12)

(4) PROPOSED USE:

Domestic ☒Irrigation ☒Industrial ☐Test Well ☐Stock ☐Municipal ☐Other ☐

WELL LOCATION SKETCH

EQUIPMENT:

Primary ☒ Reverse ☐Air ☐Bucket ☐

(6) GRAVEL PACK:

Yes ☒ No ☐ Size 26Diameter of bore 26Packed from 1 to 680 ft.

CASING INSTALLED:

☒ Plastic ☐ Concrete ☐(8) PERFORATIONS: Saw Slot

Type of perforation or size of screen

From ft.	To ft.	Dia. in.	Gage or Wall	From ft.	To ft.	Slot size
	<u>585</u>	<u>16</u>	<u>.250</u>	<u>498</u>	<u>560</u>	<u>3x1/8"</u>

WELL SEAL:

Surface sanitary seal provided? Yes ☐ No ☒ If yes, to depth _____ ft.Strata sealed against pollution? Yes ☐ No ☒ Interval _____ ft.

Method of sealing _____

(9) WATER LEVELS:

Depth of first water, if known _____ ft.

Standing level after well completion _____ ft.

(10) WELL TESTS:

Well test made? Yes ☐ No ☒ If yes, by whom? _____Type of test Pump ☐ Bailer ☐ Air lift ☐

Time to water at start of test _____ ft. At end of test _____ ft.

Discharge _____ gal/min after _____ hours Water temperature _____

Chemical analysis made? Yes ☐ No ☐ If yes, by whom? _____Electric log made? Yes ☐ No ☐ If yes, attach copy to this reportWork started 9-19 19 77 Completed 11/23 19 77

WELL DRILLER'S STATEMENT:

This well was drilled under my jurisdiction and this report is true to the best of my knowledge and belief

SIGNED Arthur J. Butler
(Well Driller)NAME Cullum Systems, Inc.

(Person, firm, or corporation) (Typed or printed)

Address P.O. Box 942City Hollister, Calif. Zip 95023License No. #279679 Date of this report Dec. 6, 77

R 188 (REV. 7-76) IF ADDITIONAL SPACE IS NEEDED, USE NEXT CONSECUTIVELY NUMBERED FORM 43816-350 7-76 50M QUAD OT OSP

ORIGINAL

STATE OF CALIFORNIA

Do not fill in

File with DWR

THE RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES
WATER WELL DRILLERS REPORT

No. 096615

State Well No. 12/5-22
Other Well No.

of Intent No. _____
Local Permit No. or Date _____

1) OWNER: Name _____

Address _____

City _____

2) LOCATION OF WELL (See instructions):

County San Benito Owner's Well Number _____

Well address if different from above Flynn Rd.

Township _____ Range _____ Section _____

Distance from cities, roads, railroads, fences, etc. .5 mile south from

Flynn Rd. on Hwy 156 480' west on Hwy
156

12) WELL LOG: Total depth 775 ft. Depth of completed well 740 ft.

from ft. to ft. Formation (Describe by color, character, size or material)

0 - 4	top soil
4 - 20	brown clay
20 - 32	fine sand
32 - 62	coarse gravel
62 - 148	coarse gravel and fine sa
148 - 185	gray clay
185 - 240	gray clay and gravel
240 - 267	gray clay
267 - 276	gravel
276 - 300	clay
300 - 316	gravel
316 - 330	clay
330 - 341	gravel
341 - 368	clay
368 - 372	gravel
372 - 382	clay
382 - 392	gravel
392 - 413	clay
413 - 421	gravel
421 - 429	clay
429 - 430	clay
430 - 445	gravel
445 - 453	clay
453 - 459	gravel

(3) TYPE OF WORK:

New Well ☒ Deepening ☐

Reconstruction ☐

Reconditioning ☐

Horizontal Well ☐

Destruction ☐ (Describe destruction materials and procedures in Item 12)

(4) PROPOSED USE:

Domestic ☐

Irrigation ☒

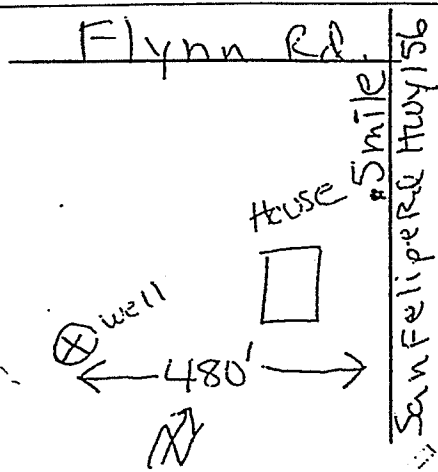
Industrial ☐

Test Well ☐

Stock ☐

Municipal ☐

Other ☐



WELL LOCATION SKETCH

5) EQUIPMENT:

Primary ☐ Reverse ☒

Double ☐ Air ☐

Other ☐ Bucket ☐

(6) GRAVEL PACK:

Yes ☒ No ☐ Size _____

Diameter of bore 24"

Packed from 0 to 775 ft.

6) CASING INSTALLED:

Steel ☒ Plastic ☐ Concrete ☐

(8) PERFORATIONS: saw slot

Type of perforation or size of screen _____

From ft.	To ft.	Dia. in.	Gage or Wall	From ft.	To ft.	Slot size
0	740	16"	OD/.250"/299	342	365	1/8"x2"
				365	398	" "
				408	480	" "

7) WELL SEAL:

Is surface sanitary seal provided? Yes ☒ No ☐ If yes, to depth 50 ft.

Are strata sealed against pollution? Yes ☐ No ☐ Interval _____ ft.

Method of sealing cement grout

8) WATER LEVELS:

Depth of first water, if known _____ ft.

Standing level after well completion _____ ft.

9) WELL TESTS:

Is well test made? Yes ☒ No ☐ If yes, by whom? CST

Type of test Pump ☒ Bailer ☐ Air lift ☐

Time to water at start of test _____ ft. At end of test _____ ft.

Flow rate 2300 gal/min after 12 hours Water temperature _____

Chemical analysis made? Yes ☐ No ☒ If yes, by whom? _____

Is electric log made? Yes ☐ No ☒ If yes, attach copy to this report

Work started _____ 19____ Completed 12/1/80

WELL DRILLER'S STATEMENT:

This well was drilled under my jurisdiction and this report is true to the best of my knowledge and belief.

SIGNED _____ (Well Driller)

NAME Gullum Systems, Inc.

(Person, firm, or corporation) (Typed or printed)

Address P O Box 942

City Hollister, CA Zip 95023

License No. 279679 Date of this report _____

ORIGINAL

File with DWR

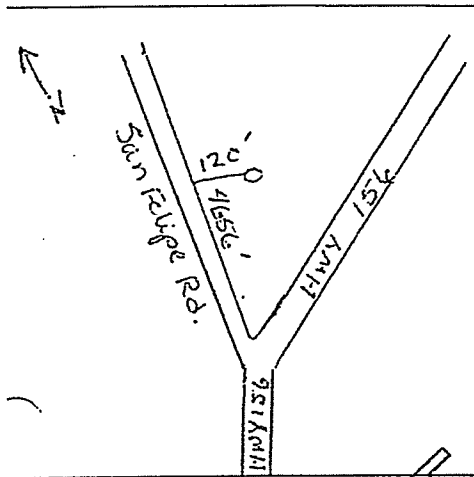
Office of Intent No. _____
Permit No. or Date _____

STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF WATER RESOURCES
WATER WELL DRILLERS REPORT
Job # 9141

Do not fill in
No. 29392
12/5-3
State Well No. _____
Other Well No. _____

1) OWNER: Name _____
Address _____
City _____

2) LOCATION OF WELL (See instructions):
County San Benito Owner's Well Number _____
Well address if different from above San Felipe Road
Township _____ Range _____ Section _____
Distance from cities, roads, railroads, fences, etc. 4656' North of
San Felipe intersection Hwy 156, east
120' off San Felipe.



(3) TYPE OF WORK:
New Well ☒ Deepening ☐
Reconstruction ☐
Reconditioning ☐
Horizontal Well ☐
Destruction ☐ (Describe destruction materials and procedures in Item 12)
(4) PROPOSED USE:
Domestic ☐
Irrigation ☐
Industrial ☐
Test Well ☐
Stock ☐
Municipal ☐
Other ☐

(12) WELL LOG: Total depth <u>650</u> ft. Depth of completed well <u>640</u> ft.	
from ft.	to ft. Formation (Describe by color, character, size or material)
1	2 Top Soil
3	7 Sandy yellow clay
7	12 Sandy brown clay
12	24 Blue Clay
24	55 Blue Clay & Wood
55	65 Black Silt
65	70 Gravel
70	83 Gray Clay
83	109 Gravel Clay Streak
109	130 Gravel
130	145 Brown Clay
145	220 Gray Clay
220	238 Gray Clay
238	249 Gravel
249	449 Gray Clay
449	464 Brown Clay
464	479 Gravel
479	485 Gray Clay
485	506 Gravel
506	507 Gray Clay
507	516 Gravel
516	518 Gray Clay
518	558 Gravel
558	625 Dirty Gravel
625	640 Gravel
640	650 Brown Clay

(5) EQUIPMENT:
Primary ☒ Reverse ☐ Yes ☒ No ☐ Size _____
Air ☐ Diameter of bore 24 in.
Bucket ☐ Picked from 1 to 650 ft.

(6) GRAVEL PACK:			
Material	Reverse	Yes	No
Air	Yes	No	Size
Bucket	Yes	No	Diameter of bore
Picked from	1	to	650

(8) PERFORATIONS: Saw Slot			
Type of perforation or size of screen			
From ft.	To ft.	Dia. in.	Gage or Wall
1	640	15	.250
407	640	15	.250

(7) WELL SEAL:
Is surface sanitary seal provided? Yes ☐ No ☒ If yes, to depth _____ ft.
Are strata sealed against pollution? Yes ☐ No ☒ Interval _____ ft.
Method of sealing _____

(9) WATER LEVELS:
Depth of first water, if known _____ ft.
Rising level after well completion 135' ft.
(10) WELL TESTS:
Is well test made? Yes ☒ No ☐ If yes, by whom? CSI
Type of test _____ Pump ☒ Bailer ☐ Air lift ☐
Depth to water at start of test _____ ft. At end of test 135' ft.
Flow rate 2300 gal/min after 12 hours Water temperature _____
Is chemical analysis made? Yes ☐ No ☒ If yes, by whom? _____
Is electric log made? Yes ☐ No ☒ If yes, attach copy to this report

Work started June 8, 1978 Completed Aug. 12, 1978
WELL DRILLER'S STATEMENT:
This well was drilled under my jurisdiction and this report is true to the best of my knowledge and belief.
SIGNED Albert J. Cullum (Well Driller)
NAME Cullum Systems, Inc.
(Person, firm, or corporation) (Typed or printed)
Address P.O. Box 942
City Hollister, CA Zip 95023
License No. 279679 Date of this report Aug. 15, 1978

OWNER: Name
Address
City
County
State
Zip

LOCATION OF WELL (See instructions):
County
Owner's Well Number
If address is different from above
Township
Range
Section
Distance from cities, roads, railroads, fences, etc.
On West side of San Felipe Road
1/10 mile North of intersection
156

(12) WELL LOG: Total depth 480 ft. Depth of completed well 480 ft.
from ft. to ft. Formation (Describe by color, character, size or material)

1	4	top soil
4	11	yellow sandy clay
11	22	brown clay
22	50	green clay
50	83	brown clay & gravel
83	110	gravel
110	128	gray clay
128	140	blue clay
140	168	gravel
168	188	blue clay
188	200	gravel streaks of blue clay
200	218	gravel
218	222	brown clay
222	289	gray clay
289	390	blue clay
390	395	gray clay
395	415	gravel
415	422	gravel & streaks of brown clay
422	460	gravel
460	464	green clay
464	480	gravel

(3) TYPE OF WORK:
New Well ☒ Deepening ☐
Reconstruction ☐
Reconditioning ☐
Horizontal Well ☐
Destruction ☐ (Describe destruction materials and procedures in Item 12)
(4) PROPOSED USE:
Domestic ☒
Irrigation ☒
Industrial ☐
Test Well ☐
Stock ☐
Municipal ☐
Other ☐

WELL LOCATION SKETCH

EQUIPMENT:
Type ☒ Reverse ☐
Air ☐
Bucket ☐

(6) GRAVEL PACK:
Yes ☒ No ☐
Size 24"
Diameter of bore 24"
Packed from 0 to 480 ft.

CASING INSTALLED:
Plastic ☐ Concrete ☒

(8) PERFORATIONS: saw slot
Type of perforation or size of screen

From ft.	To ft.	Slot size
140	170	1/8" by 2 1/2"
190	220	2 1/2"
390	480	

WELL SEAL:
surface sanitary seal provided? Yes ☒ No ☐ If yes, to depth 50 ft.
strata sealed against pollution? Yes ☐ No ☒ Interval
method of sealing concrete

WATER LEVELS:
Depth of first water, if known unknown ft.
Standing level after well completion ft.

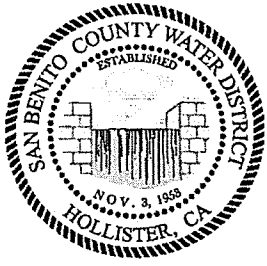
WELL TESTS:
In Progress
Well test made? Yes ☒ No ☐ If yes, by whom? CSI
Type of test Pump ☒ Bailer ☐ Air lift ☐
Time to water at start of test ft. At end of test ft.
Flow rate gal/min after hours Water temperature
Chemical analysis made? Yes ☐ No ☒ If yes, by whom?
Electric log made? Yes ☐ No ☒ If yes, attach copy to this report

WELL DRILLER'S STATEMENT:
This well was drilled under my jurisdiction and this report is true to the best of my knowledge and belief.
SIGNED
(Well Driller)
NAME Cullum Systems, Inc.
(Person, firm, or corporation) (Typed or printed)
Address 3 Hazel st./P. O. Box 942
City Hollister, Calif. Zip 95023
City 279679 Date of this report Nov. 2, 1977
License No.

R 188 (REV. 7-76)

IF ADDITIONAL SPACE IS NEEDED, USE NEXT CONSECUTIVELY NUMBERED FORM

43016-92C 7-76 50M QUAD ©T OSP



San Benito County Water District

ADDENDUM NO. 1
PAGE 1 of 2

30 Mansfield Road • P.O. Box 899 • Hollister, CA 95024-0899 • (831) 637-8218 • Fax: (831) 637-7267

ADDENDUM NO. 2 TO CONTRACT DOCUMENTS

**For
NORTH COUNTY GROUNDWATER SUPPLY STUDY – MONITORING WELL
INSTALLATION**

OCTOBER 16, 2020

This addendum modifies the Contract Documents dated September 2020, and the work shall be accomplished in accordance with such modifications.

IMPORTANT

THIS ADDENDUM SHALL BE ACKNOWLEDGED WHEN YOUR BID IS SUBMITTED BY COMPLETING BIDDER'S ACKNOWLEDGMENT OF ADDENDA. FAILURE TO ACKNOWLEDGE THE ADDENDUM MAY CONSTITUTE GROUNDS FOR REJECTION OF THE BID.

**THIS ADDENDUM CONTAINS:
2 PAGES OF TEXT**

**NORTH COUNTY GROUNDWATER SUPPLY STUDY – MONITORING WELL
INSTALLATION
ADDENDUM NO. 2**

The Bidder is advised of the following changes to the Contract Documents dated September 2020 of the North County Groundwater Supply Study – Monitoring Well Installation:

ITEM NO. 1:

(Contractor Question)

Is there access around the low power/telecommunications line?

There is access around the lowered line with adequate height for any and all equipment to the east of the current gate.

ITEM NO. 2:

(Contractor Question)

What is the last day and time for questions?

This has been revised since addendum No. 1. The last day and time for questions is October 19, 2020 at 10:00 am.

ITEM NO. 3:

(Contractor Question)

Can drilling occur 24 hours a day, seven days per week?

Yes, there are no restrictions on drilling activities per day and time.

END OF ADDENDUM NO. 2



30 Mansfield Road • P O Box 899 • Hollister CA 95024-0899 • (831) 637-8218 • Fax: (831) 637-7267

**ADDENDUM NO. 3
TO
CONTRACT DOCUMENTS**

**For
NORTH COUNTY GROUNDWATER SUPPLY STUDY – MONITORING WELL
INSTALLATION**

OCTOBER 20, 2020

This addendum modifies the Contract Documents dated September 2020, and the work shall be accomplished in accordance with such modifications.

IMPORTANT

THIS ADDENDUM SHALL BE ACKNOWLEDGED WHEN YOUR BID IS SUBMITTED BY COMPLETING BIDDER'S ACKNOWLEDGMENT OF ADDENDA. FAILURE TO ACKNOWLEDGE THE ADDENDUM MAY CONSTITUTE GROUNDS FOR REJECTION OF THE BID.

**THIS ADDENDUM CONTAINS:
4 PAGES OF TEXT AND
1 ATTACHMENT**

**NORTH COUNTY GROUNDWATER SUPPLY STUDY – MONITORING WELL
INSTALLATION
ADDENDUM NO. 3**

The Bidder is advised of the following changes to the Contract Documents dated September 2020 of the North County Groundwater Supply Study – Monitoring Well Installation:

ITEM NO. 1:
(Contractor Question)

Can the notes on Figure 2 North County Hollister Test Well Design be clarified?

Please replace Figure 2 North County Hollister Test Well Design with the attached and revised version.

ITEM NO. 2:
(Contractor Question)

With the 8 weeks lead time on PVC casing (SRI 8x16 gravel is 10-12 weeks out), can the 90-day contract time be extended to 150 days?

The contract time may be extended as lead times warrant.

ITEM NO. 3:
(Contractor Question)

If certain material is selected that has longer lead times, will the contractor be held liable and liquidated damages be issued?

If a project change order for contract time is submitted and approved, contractor will not be liable for liquidated damages related to the change order.

ITEM NO. 4:

(Contractor Question)

Can the hours of operation be extended to 24/7? If not, can the hours be extended to 12 hour days/ 7 days a week?

Drilling hours can be extended to a 24-hours a day, 7-days a week schedule.

ITEM NO. 5:

(Contractor Question)

What is the cost of the fresh water supply and where is the closest fire hydrant that can be utilized?

SBCWD will pay for the cost of water. The contractor will be required to obtain the meter from the City of Hollister. There is a required \$1,000 deposit for the hydrant meter. The closest fire hydrant that can be utilized is located south of the drilling location approximately 1.4 miles (36.889406, -121.401182).

ITEM NO. 6:

(Contractor Question)

Please confirm that the drilling fluid, cuttings, and development/test pump fluid will be discharged to the dirt field just north of the site.

Drilling fluid, cuttings and test fluid may be discharged in the field to the north of the drilling location as long as it is ensured that any fluid will not leave the property or enter a water body.

ITEM NO. 7:

(Contractor Question)

Specs call for 300 GPM, but the well ID is ~ 5.75". This restricts us to a 6" sub motor frame, or a 7" bowl size if a turbine is selected. Neither will fit in the well casing. Can a 50-100 GPM flow rate be allowed, which is attainable with a 4" pump/motor?

We would like to maximize pumping rate capacity while maintaining the 6-inch well diameter. Bids should be prepared so as to maximize pumping rates.

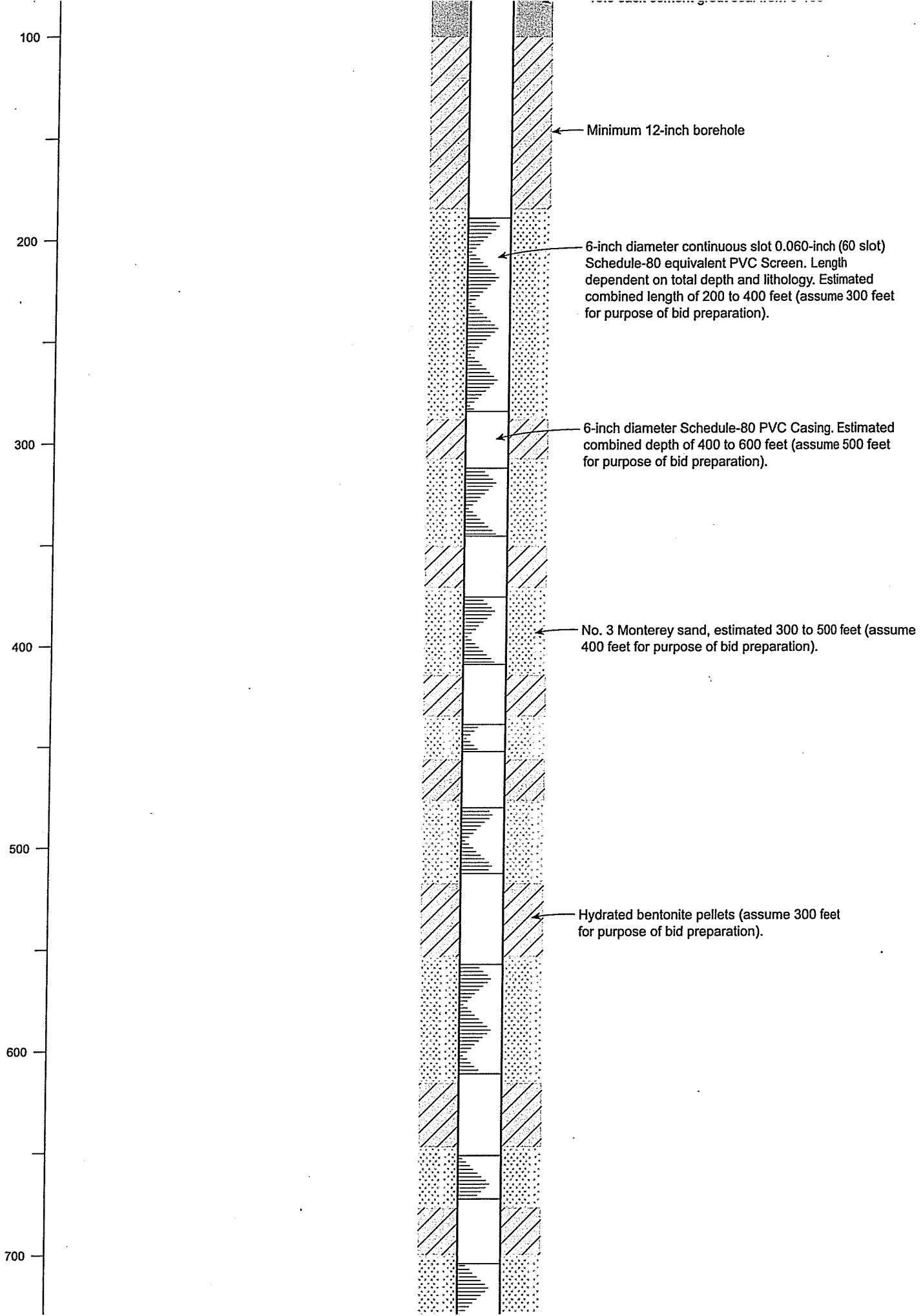
ITEM NO. 8:

(Contractor Question)

With logging companies charging flat rates for depths under 1,000', can the logging line items be based on a lump sum amount vs linear footage?

A lump sum cost for logging well depths under 1000' is acceptable.

END OF ADDENDUM NO. 3






San Benito County Water District

30 Mansfield Road • P.O. Box 899 • Hollister, CA 95024-0899
Phone: (831) 637-8218 • Fax: (831) 637-7267

TO: Board of Directors
District Counsel
Interested Parties

FROM: Barbara Mauro 
Board Clerk

DATE: October 23, 2020

SUBJECT: Agenda Item #11
Consider Approval of new position of Finance Manager in
Management, Confidential and Professional Group and
Authorize District Manager to fill position

Materials for this agenda item will be available at the Board meeting.

Thank you.



Agenda Item

#12



San Benito County Water District

30 Mansfield Road • P.O. Box 899 • Hollister, CA 95024-0899
Phone: (831) 637-8218 • Fax: (831) 637-7267

TO: Board of Directors
Interested Parties

FROM: Barbara Mauro *Bm*

DATE: October 23, 2020

SUBJECT: Board Meetings in the months of **September, November and December 2021**

The District's practice is to set the Board meeting dates for the months of September, November and December of the following calendar year, so we can finalize our calendars. These months often have conflicts with the San Benito Fair and holidays.

Attached please find calendars for September, November and December **2021**.

In 2021, the Fair will be held on September 30th, October 1st, 2nd and 3rd, 2021. The Board meeting is scheduled for Wednesday, September 29, 2021. The Board will need to consider if it would be a conflict to hold the Board Meeting on September 29, 2021 due to activities associated with the fair. An alternate date would be to hold it 1 week earlier, on **September 22, 2021**.

In 2021, Thanksgiving will be on Thursday, November 25th. November's Board meeting, if held on the last Wednesday of the month, would be Wednesday, November 24, 2021. Staff is recommending moving the meeting to 1 week earlier, on Wednesday, **November 17, 2021**.

December's Board meeting, if held on the last Wednesday of the month, would be December 29th. Staff is proposing moving the meeting to 2 weeks earlier, on Wednesday, **December 15, 2021**.

The Board's action will be to decide on the date for the regular board meetings in the months of September, November and December 2021.

September 2021

September 2021							October 2021						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
5	6	7	8	9	10	11	3	4	5	6	7	8	9
12	13	14	15	16	17	18	10	11	12	13	14	15	16
19	20	21	22	23	24	25	17	18	19	20	21	22	23
26	27	28	29	30			24	25	26	27	28	29	30
							31						

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Aug 30	31	Sep 1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	(22) Possible Alternate Date	23	24
27	28	(29) Scheduled Date	30	Oct 1
			SBC Fair →	

November 2021

November 2021							December 2021						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
7	8	9	10	11	12	13	5	6	7	8	9	10	11
14	15	16	17	18	19	20	12	13	14	15	16	17	18
21	22	23	24	25	26	27	19	20	21	22	23	24	25
28	29	30					26	27	28	29	30	31	

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Nov 1	2	3	4	5
8	9	10	11	12
15	16	(17)	18	19
		Recommended Rescheduled Date		
22	23	(24)	25	26
		Scheduled Date	Thanksgiving	
29	30	Dec 1	2	3

December 2021

December 2021							January 2022						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
5	6	7	8	9	10	11	2	3	4	5	6	7	8
12	13	14	15	16	17	18	9	10	11	12	13	14	15
19	20	21	22	23	24	25	16	17	18	19	20	21	22
26	27	28	29	30	31		23	24	25	26	27	28	29
							30	31					

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Nov 29	30	Dec 1	2	3
6	7	8	9	10
13	14	(15) Recommended No Scheduled Date	16	17
20	21	22	23	24
27	28	(29) Scheduled Date	30	31
	Office Closure			



Agenda Item

#13

DECEMBER 2 - 3

ACWA 2020 Fall Virtual Conference & Exhibition

ADAPTING TO CHANGE

Following the success of ACWA's Summer Virtual Conference, ACWA's 2020 Fall Virtual Conference & Exhibition will feature notable keynote presentations, statewide issue forums and other diverse programs discussing the latest developments and insights affecting the California water community. Important local, state, and federal information that you and your agency need to know!

Diverse Programs:

- 2020 Election Analysis
- SCOTUS - A Look Back and a Look Forward at the Supreme Court
- Water Resilience Portfolio
- Bay-Delta/Conveyance
- SB 100 Implementation - Renewable Energy and Zero-Carbon Resources
- Adapting Your Communications Strategy to a Changing World
- A Superior Court Victory for Water Efficiency & Budget Rates: How Western Municipal Water District Prevailed

Programs in the Works:

- Energy
- Human Resources
- Region Issue Forums
- Technology

Additional Highlights:

- **NEW Group Savings!** - Register 5 individuals from the same organization, receive a 6th registration free! (*Subject to terms and conditions. Contact Teresa Taylor at TeresaT@acwa.com for more information)
- **NEW Chat Lounge** - Network with your colleagues who you might normally meet at conference in the new Chat Lounge.
- **Virtual Exhibit Hall** - Visit the virtual exhibit hall and learn about innovative products and services that may be just the right solution for your agency! Don't also miss your chance for an ACWA Expo in a Box!
- **Looking for Continuing Education Hours?** - Legal, financial, and drinking water sessions will be available for continuing education credits.
- **Still have an ACWA SVC20-credit code?** - If you have not yet redeemed your credit, you can apply the credit to a registration for the virtual conference or any other ACWA event by December 31, 2020.



REGISTER ONLINE

At www.acwa.com
by November 20, 2020



PRICING

Advantage: \$375*
Standard: \$565

*To be eligible for 'Advantage Pricing', you MUST be an ACWA Public Agency Member, Associate, or Affiliate.



QUESTIONS

Contact ACWA's Business Development and Events Department at events@acwa.com or call (916) 441-4545.



EXHIBITOR & SPONSORSHIP

Exciting virtual exhibit hall & sponsorships are available! Contact Stacey Siqueiros at StaceyS@acwa.com.

MESSAGE FROM THE PRESIDENT

2020 has been a challenging year, throwing the status quo out the window and requiring us to adapt to a constantly changing environment in our professional and personal lives. Join your fellow water leaders this fall to learn, network and share strategies for adapting to the changes and succeeding in the future.

- ACWA President Steven LaMar



REGISTRATION TERMS & CONDITIONS

ACWA 2020 Fall Virtual Conference & Exhibition

December 2 – 3, 2020 | VIRTUAL CONFERENCE ATTENDEES

Register online @ acwa.com

Event registration and cancellation deadline is November 20, 2020 • 4:30 p.m. (PST)

WHO IS ELIGIBLE FOR "ACWA ADVANTAGE" PRICING?

ACWA Advantage pricing is available to the following registrants:

- An officer or director of an ACWA member agency.
- A person directly employed by an ACWA public agency member, affiliate or associate organization. This does not include independent contractors, service providers, or third-party vendors.
- Any ACWA board member whose fee is paid for by member agency.
- Any state or federal administrative or legislative personnel in elected, appointed or staff positions.
- Staff of ACWA/JPIA and Water Education Foundation.
- Any individual or honorary life member of ACWA.

MEMBERSHIP INFORMATION - *Become a Member & Save on ACWA Events*

If you are interested in learning more about becoming an Associate, contact Stacey Siqueiros at StaceyS@acwa.com. For public agency membership, please contact Tiffany Giammona at TiffanyG@acwa.com.

CANCELLATIONS & CHANGES

All registration changes and cancellations must be made in writing by the event registration deadline. Valid cancellation requests will receive a refund of any registration fees paid minus a \$30 processing charge. For payments originally made by credit card, refunds can be issued back onto the credit card within 60 days. Otherwise, a refund will be issued by check. All checks will be made payable to the registrant's organization unless otherwise specified. No refunds or registration changes will be granted after the registration deadline. Submit request in writing to Teresa Taylor at teresat@acwa.com. All registrations using credit codes are non-refundable.

SUBSTITUTIONS

Event registrations are transferable from one participant to another within the same organization. Please submit your request in writing before the event registration deadline to Teresa Taylor at TeresaT@acwa.com. Include the original registrant's name, the new person's name, title and email address with your request. Only one substitution is permitted per original registrant. The individual submitting the substitution request is responsible for all financial obligations (including any balance due) associated with the original registration. There is no fee to transfer an eligible registration.

GROUP DISCOUNT

For every 5 paid individual registrations from the same organization, a 6th complimentary registration will be received. The complimentary registration must be for an individual from the same organization and is subject to applicable registration fees for any subsequent cancellations. Contact Teresa Taylor at teresat@acwa.com for details. Registrations using discount or complimentary codes are not eligible.

OTHER PROVISIONS

If a technical failure at the attendee's home or workplace prevents access to the virtual conference, the attendee will not be given a refund. It is the responsibility of the attendee to confirm system requirements and test their computers prior to the start of the virtual conference. However, if a technical failure is the fault of the service provider and the virtual conference is cancelled, a full refund will be provided.

NON-ATTENDANCE

If you are unable to attend the virtual conference, information on how to access program recordings, materials and features of the virtual event will be provided to all registered persons. Registrants who fail to attend the event, in part or in whole, are not eligible for a refund or credit and will be billed for any balance due.

All Terms & Conditions are subject to change.

Questions? Contact us at 916.441.4545, toll free 888.666.2292.