

**BOARD OF DIRECTORS
SAN BENITO COUNTY WATER DISTRICT
Agenda For
August 30, 2023
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.

Effective at the April 27, 2022, The Board of Directors is now allowing the public to attend in person at all meetings of the San Benito County Water District Board. We will also continue to offer the meeting via Zoom as well. Regarding virtual participation, members of the public 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.

ZOOM LINK

<https://us06web.zoom.us/j/85295701213?pwd=V2xHZFJwU1crbEZjcDhVcXVTL0ZFdz09>

Meeting ID

852 9570 1213

Passcode:

295611

Dial Only:

Dial by your location

- +1 669 444 9171 US
- +1 346 248 7799 US (Houston)
- +1 719 359 4580 US
- +1 720 707 2699 US (Denver)
- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)

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: July 26, 2023 Regular Meeting
2. Allowance of Claims
3. Acknowledgement of Paid Claims prior to the August Board Meeting
4. On Call Contracts – Status Updates

REGULAR AGENDA

5. Consider Resolution Awarding a Construction Contract in the Amount of \$521,061.00 to Unified Field Services Corporation for Industrial Coating Phase II (Categorically Exempt from CEQA per California Code of Regulations Title 14 Section 15301)
6. Consider Approval of a Professional Services Contract in the Amount Not to Exceed \$174,240 with CSI Services Inc. for Inspection Services for Industrial Coating Phase II and Authorize the General Manager to Sign the Contract (Categorically Exempt from CEQA per California Code of Regulations Title 14 Section 15309)
7. Hollister Aquifer Storage and Recover Feasibility Exploratory Boreholes
 - a. Consider Rejection of Bids on basis that bids exceed District's estimated budget for the work
8. Staff Update on Investment Strategies
9. Committee/Agency Representative Reports:
 - a. San Luis and Delta-Mendota Water Authority (Tonascia/Wittry)
 - b. Water Resources Association (Flores/Shelton)
 - c. Urban Area Water and Wastewater Master Plan Governance Committee (Flores/Shelton)
10. Monthly Operations and Maintenance Report

11. General Manager's Report:
- a) General Comments
 - b) Zone 3 Operations
 - c) Zone 6 Operations
 - d) San Luis and Delta-Mendota Water Authority Activities
 - e) Pacheco Reservoir Expansion Project
 - f) City of San Juan Bautista Water Supply Plan

12. Adjournment

Adjournment - Unless there is a special meeting prior to that time, the next regular meeting of the Board will be Wednesday, September 20, 2023. 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.

July 26, 2023
Regular Meeting
5:00 p.m.

The Board of Directors of the San Benito County Water District convened in regular session on Wednesday, July 26, 2023 at 5:00 p.m. at the San Benito County Water District office at 30 Mansfield Road, Hollister, California. Members present were: President Sonny Flores, Vice President Andrew Shelton and Directors Joe Tonascia, Doug Williams and Mark Wright. Also present were General Manager Steve Wittry, District Counsel Jeremy T. Liem, Manager of Administration, Finance and Business Services Joyce Machado, Deputy District Engineer Rob Hillebrecht, Senior Engineer David Macdonald, Operations and Maintenance Manager Dave Meraz, Operations and Maintenance Manager Michael Craig, and Executive Assistant/Board Clerk Barbara Mauro.

CALL TO ORDER

President Flores called the meeting to order at 5:00 p.m.

- a. **Pledge of Allegiance to the Flag**
President Flores led the Pledge of Allegiance.
- b. **Roll Call**
Mrs. Mauro called roll; members present were: President Flores, Vice President Shelton and Directors Tonascia, Williams and Wright.
- 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**
Director Tonascia asked if agenda items #2 and #4 could be pulled and discussed outside of the Consent Agenda. Noting Director Tonascia's request, a motion was made by Vice President Shelton and seconded by Director Williams; the Agenda was approved by 5 affirmative votes, Flores, Shelton, Tonascia, Williams and Wright.
- e. **Public Input: Members of the Public are Invited to Speak on any Matter not on the Agenda**
There were no public comments.

PUBLIC APPEARANCE

- a. **Consider Resolution Recognizing Dave Meraz for his 16 Years of Service to the District**
Mr. Wittry thanked Dave Meraz for his sixteen years of service to the District. He read the resolution into the record and presented him with a plaque of the resolution. With a motion by Director Tonascia and a second by Director Williams, the Board of Directors approved Resolution #2023-18, *A Resolution of the Board of Directors of the San Benito County Water District Recognizing Dave Meraz for his 16 Years of Service to the District* with 5 affirmative votes, Flores, Shelton, Tonascia, Williams and Wright.

CONSENT AGENDA:

1. Approval of Minutes for: June 28, 2023 Regular Meeting

2. Allowance of Claims

Director Tonascia asked if the check to MPE is for the project in San Juan Bautista and Mr. Wittry confirmed it is. He also added it is considerably over-budget, however, Caltrans has approved the cost over-runs for reimbursement

Director Tonascia also asked what the check to Sunnyslope County Water District, for \$419,000 is payment for. Mrs. Machado reported it is payment for running the two water treatment plants and it is actually for two months.

Director Tonascia asked why claims were not included in the packet. Mr. Wittry stated it was due to a staffing issue.

With a motion by Director Tonascia and a second by Director Wright, the Board of Directors approved the Allowance of Claims by 5 affirmative votes, Flores, Shelton, Tonascia, Williams and Wright.

3. Acknowledgement of Paid Claims prior to the July Board Meeting

4. Acceptance of Quarterly Investment Report, June 30, 2023

Director Tonascia asked if LAIF is a government sponsored account. Mr. Wittry stated it is a public agencies' pool account. Director Tonascia further asked about the retiree trust fund and Mrs. Machado stated that is also part of a group account.

Director Tonascia, referencing the District's investment account through Union Banc, asked why there is a loss of \$600,000. Mrs. Machado stated it is an unrealized loss and if the investments are kept to maturity, there will not be a loss. Mrs. Machado further explained that staff asked UnionBanc to do a projection comparing LAIF to the UnionBanc investments and LAIF. outperformed the investments during that period of time.

Director Tonascia asked about the 1 investment that matured. Mrs. Machado stated all investments, upon maturity, are put back in the District's US Bank checking account. Due to the uncertainty in May with the United States debt-ceiling crisis, staff waited to see the status of the market before reinvestment. Discussion ensued about advising the Investment Committee and the Board regarding reinvestment of District funds. Mr. Wittry stated there are bonds/securities coming to maturity. Staff will review the maturity dates, discuss it with the Investment Committee and then the Board. Mr. Wittry further added, at a special meeting in January, an additional \$5 million targeted for investment, was directed by the Board allowing the District Manager (Jeff Cattaneo) to make investment decisions.

Mr. Wittry stated an Investment Committee Meeting will be scheduled in August and then bring it to the Board.

Director Wright added there are two more bonds/treasury notes coming to maturity the end of October. Vice President Shelton asked how many are coming due the rest of the year. Mrs. Machado stated there are four bonds coming due between now and the end of the year.

With a motion by Director Tonascia and a second by Director Williams, the Quarterly Investment Report, June 30, 2023 was accepted by the Board of Directors by 5 affirmative votes, Flores, Shelton, Tonascia, Williams and Wright.

5. On Call Contracts – Status Updates

The remaining agenda items under the Consent Agenda, items #1, 3 and 5, were considered through a motion by Director Williams and seconded by Vice President Shelton; the remaining Consent Agenda was approved by the Board of Directors with 5 affirmative votes, Flores, Shelton, Tonascia, Williams and Wright.

REGULAR AGENDA

6. Discuss and Consider Approval of a 5-year Extension to the Hollister Urban Area Agreement for Operations and Maintenance Services between San Benito County Water District and Sunnyslope County Water District for Lessalt and West Hills Water Treatment Plants and Authorize the General Manager to sign Contract Extension

Mr. Wittry reported to the Board, that the District had previously approved the initial contract in 2013 and 1 five-year renewal in 2018. The agenda item is another five-year renewal with a few slight changes, mainly on how compensation and billing will be addressed. Mr. Wittry gave a brief background on this contract and its purpose. In addition to changes to the contract stating billing will be for all actuals and stated all three agencies (the District, Sunnyslope County Water District (SSCWD) and the City of Hollister (COH)) agreed this is the easiest way to handle the billing. Mr. Wittry further reported in item #9, it was clear the intent was for multiple year term renewals and with consultation with our Counsel, suggested we revise the language. Mr. Wittry stated these changes came before the Administration Committee as well.

Director Tonascia asked if the changes were suggested by the District. Mr. Wittry stated all three agencies agreed with how the billing would be handled. Director Tonascia asked about what the monthly cost to run the plants is; Mrs. Machado stated approximately \$210,000/month to run the plants.

Mr. Wittry also stated there appears to be confusion regarding the cost of the contract to operate the treatment plants vs. this year's cost of water. Consistent with the water supply MOU to provide a higher quality of water for residents, the District, asked SSCWD and the COH to use as much M&I water as possible. In years where the District receives 100% CVP M&I allocation, the District needs to use as much of the allocation as possible or it could impact future M&I allocations. However, SSCWD has stated that the use of more water through the plants will raise the cost of water to the agencies by approximately \$2 million (\$1 million each). This cost increase is not related to any changes in contract terms. Staff at both the COH and SSCWD are aware of the request and the higher cost.

With a motion by Director Williams and a second by Vice President Shelton, the Board of Directors Approved a 5-year Extension to the Hollister Urban Area Agreement for Operations and Maintenance Services between San Benito County Water District and

Sunnyslope County Water District for Lessalt and West Hills Water Treatment Plants and Authorized the General Manager to sign Contract Extension with 5 affirmative votes, Flores, Shelton, Tonascia, Williams and Wright.

7. **Discuss Association of California Water Agencies' 2024 Committee Appointments**
Mr. Wittry stated this is an informational item only. The District received notification that ACWA committee appointments for open for 2024. Some committees do not have a limit to members, but the selection process differs by committee. If any directors or staff are interested, please let staff know. Director Tonascia stated, as a member of the Ag Committee, some meetings are in-person, and some are remote. Mr. Wittry stated September 30, 2023 is the deadline to submit paperwork.
8. **Committee/Agency Representative Reports:**
 - a. **San Luis and Delta-Mendota Water Authority (Tonascia/Wittry)**
As per Director Tonascia, this will be covered under the General Manager's report.
 - b. **Administration Committee (Flores/Shelton)**
As per Directors Flores and Shelton, this has already been covered.
 - c. **Zone 6 Water Supply & Operations Committee (Tonascia/Williams)**
As per Directors Tonascia and Williams, the committee discussed the notice to water users to return water and the District will not be allowing carry-over water this year.
9. **Monthly Operations and Maintenance Report**
Mr. Craig reported 6 pipe repairs were completed by District staff in sub-system 4. He also discussed an issue with a bailey valve and the need for new surge valves in sub-system 11.

Mr. Hillebrecht gave a PowerPoint presentation on the model for Zone 3 that the District uses as a tool for when/how much water to release from Hernandez. He further explained that staff makes those decisions. Director Tonascia asked if the Board could have a copy of the slides Mr. Hillebrecht presented.

Director Tonascia also asked what date the well reading represented. Mr. Hillebrecht stated the model shows readings through June, but the District continues to read them throughout the year. Mr. Wittry stated staff was just showing a snapshot of the model.

Director Wright asked if staff could show all the well numbers for the last four years. Mr. Macdonald stated, yes, that can be put together.

Director Tonascia indicated he thought the District percolated directly into San Benito River in 2017-2018. Mr. Wittry stated he would try to confirm that by contacting Mr. Cattaneo and the Regional Water Quality Control Board.

Director Wright asked how many percolation locations the District uses. Mr. Wittry stated there are seven locations for percolation.

10. **General Manager's Report:**

a) General Comments

Mr. Wittry reported he attended the San Benito County Fish and Game Advisory Meeting and gave an update on the zebra mussel situation at San Justo Reservoir. The USBR now is estimating the cost at \$6-\$8 million to attempt to remove the zebra mussels, but that does not guarantee complete eradication. This process could require a huge supply of potash as well as drawing down the reservoir and having all of our systems down for approximately 45 days.

Mr. Wittry reported there will be a contract compliance review by the USBR on August 16th, at the District.

Mr. Wittry reported there are two projects out for bid. The Phase II of the Industrial Coating Project and the ASR Exploratory Drilling Project. He anticipates both projects coming to the Board for approval at the August meeting.

Mr. Wittry reported he had a conversation with Martin Rauch to discuss scheduling a Strategic Plan/Communications workshop, with an estimate of \$25,000. However, Mr. Rauch is booked through November 2023.

Mr. Wittry reported he spoke with Kronick, Moscovitz, Tiedemann and Girard regarding the capacity fee. The attorneys confirmed the fee can be applied to any project not yet occupied and they are working on a draft resolution and will follow the County's approval process. Mr. Wittry will offer some public outreach to San Benito County, the City of Hollister and the City of San Juan Bautista, so they are all aware of the upcoming capacity fee from the District.

Director Tonascia asked if the Board could get a list of the status of current projects of the District; Mr. Wittry asked if this was for the capital projects and Director Tonascia stated yes.

Director Tonascia would also like an update on the expansion of Zone 6 as it relates to the County and Sunnyslope County Water Districts (SSCWD) grant. Mr. Wittry reported the County and SSCWD are still working on funding coordination with DWR and the District is still recommending going through the process of expanding Zone 6 rather than providing water through an interim process. Mr. Wittry discussed the steps, such as working with LAFCO and preparing a NEPA document. The Board will also need to consider if they wish to charge a "buy-in" cost for those being added into Zone 6. Director Wright asked about the timeline. Mr. Wittry stated it was a two-year timeline, but often, projects such as these are given an extension through the Department of Water Resources.

b) Reach 1 Operations

Mr. Wittry stated there wasn't anything to report.

c) Zone 3 Operations

Mr. Wittry reported the District staff is releasing approximately 60-acre feet per day from Hernandez and of that, 20-acre feet per day is being diverted to Paicines and then releasing about 20-acre feet from Paicines, which is about half full.

d) Zone 6 Operations

Mr. Wittry reported the District is percolating at three sites: Los Viboras (Frog Pond), adjacent to Southside Road and in mid-July, at the Union Road Bridge. To date, Mr. Wittry reported the District has percolated approximately 500-acre feet.

e) San Luis and Delta-Mendota Water Authority Activities

Mr. Wittry reported the Authority discussed the B.F. Sisk Dam Project, water allocations and water delivery surveys sent to member agencies.

f) Pacheco Reservoir Expansion Project

Mr. Wittry stated there wasn't anything to report.

g) City of San Juan Bautista Water Supply Plan

Mr. Wittry reported staff will be meeting with Teichert to discuss installation of the sleeves for the City of San Juan Bautista (COSJB), which could amount to a savings of \$300,000 to \$400,000 for the COSJB. Mr. Wittry reported there might be a need for the District to front the funds, which could require a special meeting for approval.

11. Adjournment

With no further business to discuss, the meeting was adjourned at 6:25 p.m.

Sonny Flores, President

Barbara L. Mauro, Executive Assistant/Board Clerk

Batch ID: CK083023
 Batch Comment:

Audit Trail Code: PMCHK00000986
 Posting Date: 8/30/2023

Checkbook: UB-CKG
 * Voided Checks

Check #	Date	Payment Number	Vendor ID	Check Name	Amount
0057716	8/30/2023	031376	A1JAN	A-1 Services	\$524.00
0057717	8/30/2023	031377	B&SSU	B&S Supply	\$100.00
0057718	8/30/2023	031378	BAKERS	Baker Supplies and Repairs	\$22.94
0057719	8/30/2023	031379	BEFOR	Before the Movie Inc	\$876.00
0057720	8/30/2023	031380	BRIGA	Brigantino Irrigation	\$2,189.48
0057721	8/30/2023	031381	CARDI	C A R Diagnostics Center	\$447.42
0057722	8/30/2023	031382	CELLU	Cellular Controlled Products	\$195.00
0057723	8/30/2023	031383	CINTA	Cintas Corporation	\$3,414.95
0057724	8/30/2023	031384	CITYHO	City of Hollister	\$158,479.62
0057725	8/30/2023	031385	CMANA	CM Analytical Inc	\$1,580.00
0057726	8/30/2023	031386	DATAF	Dataflow Business Systems Inc	\$427.86
0057727	8/30/2023	031387	DONCH	Don Chapin Company Inc	\$205.95
0057728	8/30/2023	031388	EBCO	EBCO Pest Control	\$120.00
0057729	8/30/2023	031389	EDGES	Edges Electrical Group	\$2,198.27
0057730	8/30/2023	031390	ELCCO	ELC Consulting	\$8,755.00
0057731	8/30/2023	031391	FERGU	Ferguson Enterprises LLC #686	\$1,617.59
0057732	8/30/2023	031392	GRAIN	GRAINGER	\$1,155.22
0057733	8/30/2023	031393	GROSS	Grossmayer & Associates	\$652.50
0057734	8/30/2023	031394	GUTIE	Gutierrez Consultants	\$2,590.00
0057735	8/30/2023	031395	HAUTO	Hollister Auto Parts Inc	\$666.77
0057736	8/30/2023	031396	HDRENG	HDR Engineering Inc	\$154,880.06
0057737	8/30/2023	031397	HOLLA	Hollister Landscape Supply	\$370.22
0057738	8/30/2023	031398	ICONI	ICONIX Waterworks Inc	\$17,418.57
0057739	8/30/2023	031399	INDEP	Independent Business Forms Inc	\$284.65
0057740	8/30/2023	031400	JOHNS	Johnson Lumber Company	\$400.15
0057741	8/30/2023	031401	JOHNSM	John Smith Landfill	\$15.06
0057742	8/30/2023	031402	KRONI	Kronick Moskovitz Tiedemann & Girard	\$570.00
0057743	8/30/2023	031403	LIEBE	Liebert Cassidy Whitmore	\$18,851.00
0057744	8/30/2023	031404	MANDE	Mandego	\$832.03
0057745	8/30/2023	031405	MAVER	Maverick Welding Supply	\$72.28
0057746	8/30/2023	031406	MCKIN	McKinnon Lumber Inc	\$1,303.47
0057747	8/30/2023	031407	MISSIO	Mission Village Voice Media LLC	\$305.00
0057748	8/30/2023	031408	NEWSV	New SV Media Inc	\$2,685.00
0057749	8/30/2023	031409	PALAC	Palace Business Solutions	\$1,174.21
0057750	8/30/2023	031410	PIPAL	Pipal Spurzem & Liem LLP	\$2,920.00
0057751	8/30/2023	031411	SBASSES	San Benito Cty Assessors	\$225.06
0057752	8/30/2023	031412	SCVWD	Santa Clara Valley Water Dist	\$272,122.27
0057753	8/30/2023	031413	SJELE	SJ Electro Systems Inc	\$2,376.00
0057754	8/30/2023	031414	SPEEDEE	SpeedDee Oil Change and Tune Up	\$197.63
0057755	8/30/2023	031415	SSCWD-TP	Sunnyslope County Water District	\$496,915.38
0057756	8/30/2023	031416	STAPL	Staples, Inc.	\$709.03
0057757	8/30/2023	031417	TODDE	Todd Groundwater	\$2,900.00
0057758	8/30/2023	031418	UNDER	Underground Service Alert	\$1,066.09
0057759	8/30/2023	031419	USBNK-CC	US Bank Corporation	\$3,540.05
0057760	8/30/2023	031420	USGEO	U.S. Geological Survey	\$24,067.50
0057761	8/30/2023	031421	WRIIN	Wright Bros Industrial Supply	\$361.13
0057762	8/30/2023	031422	WRIWE	Wright Bros Welding	\$710.70

* Voided Checks


Check #	Date	Payment Number	Vendor ID	Check Name	Amount
0057763	8/30/2023	031423	ZEIAL	Alan Zeisbrich	\$1,275.00
Total Checks:		48		Checks Total:	\$1,194,766.11


* 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 30TH DAY OF AUGUST 2023 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: Manager of Admin and Finance


Submitted by: General Manager

APPROVED BY BOARD OF DIRECTORS ON: _____
Date

President

Payment Fund Responsibility

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Payment#	Date	Check Total	Vendor ID	Vendor Name			
031376	8/25/2023	\$524.00	AIJAN	A-I Services			
Voucher:	048452	Invoice: 4826	Date: 8/1/2023	Janitorial Services	Doc Amt:	\$524.00	
	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			
	Allocations:	\$21.80	100-6275-0000-563-06	CS-Maint 10/5/85			
	Allocations:	\$10.90	300-6275-0000-563-06	CS-Maint 10/5/85			
	Allocations:	\$185.30	600-6275-0000-563-06	CS-Maint 10/5/85			

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$52.40 Fund 300: \$26.20 Fund 600: \$445.40
 Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name			
031377	8/25/2023	\$100.00	B&SSU	B&S Supply			
Voucher:	048453	Invoice: 2370	Date: 8/9/2023	Contracted Maintenance	Doc Amt:	\$100.00	
	Allocations:	\$100.00	600-6275-0000-542	CS-Maintenance-TM			

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$100.00
 Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name			
031378	8/25/2023	\$22.94	BAKERS	Baker Supplies and Repairs			
Voucher:	048451	Invoice: 27953	Date: 6/12/2023	Equipment Maintenance	Doc Amt:	\$22.94	
	Allocations:	\$22.94	600-6483-0000-562	Equipment Maintenance-Small Tools			

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$22.94
 Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name			
031379	8/25/2023	\$876.00	BEFOR	Before the Movie Inc			
Voucher:	048450	Invoice: 41850	Date: 6/1/2023	On-Screen Ad	Doc Amt:	\$438.00	
	Allocations:	\$438.00	803-6865-0000-562	Advertising/Public Info (PI)			
Voucher:	048459	Invoice: 41852	Date: 8/1/2023	On-Screen Ad	Doc Amt:	\$438.00	
	Allocations:	\$438.00	803-6865-0000-562	Advertising/Public Info (PI)			

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$0.00
 Fund 700: \$0.00 Fund 803: \$876.00

Payment#	Date	Check Total	Vendor ID	Vendor Name			
031380	8/25/2023	\$2,189.48	BRIGA	Brigantino Irrigation			
Voucher:	048454	Invoice:	220000045829	Date:	8/11/2023	Maintenance Supplies	Doc Amt: \$137.60
		Allocations:	\$137.60	600-6320-0000-542		Supplies-TM	
Voucher:	048455	Invoice:	220000045605	Date:	8/9/2023	Maintenance Supplies	Doc Amt: \$156.65
		Allocations:	\$156.65	600-6320-0000-542		Supplies-TM	
Voucher:	048456	Invoice:	220000041921	Date:	7/13/2023	Maintenance Supplies	Doc Amt: \$151.16
		Allocations:	\$151.16	600-6320-0920-542		Supplies-TM - Subsystem Breaks	
Voucher:	048457	Invoice:	220000042588	Date:	7/17/2023	Maintenance Supplies	Doc Amt: \$1,205.90
		Allocations:	\$1,205.90	600-6320-0920-542		Supplies-TM - Subsystem Breaks	
Voucher:	048518	Invoice:	220000046699	Date:	8/18/2023	Maintenance Supplies	Doc Amt: \$144.92
		Allocations:	\$144.92	600-6320-0000-542		Supplies-TM	
Voucher:	048591	Invoice:	220000043139	Date:	7/21/2023	Maintenance Supplies	Doc Amt: \$77.36
		Allocations:	\$77.36	600-6320-0000-522		Supplies-PM	
Voucher:	048592	Invoice:	220000045595	Date:	8/9/2023	Maintenance Supplies	Doc Amt: \$315.89
		Allocations:	\$315.89	600-6320-0000-522		Supplies-PM	

Payment Responsibilities:

Fund 000: \$0.00	Fund 100: \$0.00	Fund 300: \$0.00	Fund 600: \$2,189.48
Fund 700: \$0.00	Fund 803: \$0.00		

Payment#	Date	Check Total	Vendor ID	Vendor Name			
031381	8/25/2023	\$447.42	CARDI	C A R Diagnostics Center			
Voucher:	048438	Invoice:	J039053	Date:	8/15/2023	Vehicle Maintenance #21	Doc Amt: \$50.75
		Allocations:	\$50.75	600-6460-0000-562		Vehicle Maintenance-GA	
Voucher:	048439	Invoice:	J039077	Date:	8/17/2023	Vehicle Maintenance #17	Doc Amt: \$50.75
		Allocations:	\$50.75	600-6460-0000-562		Vehicle Maintenance-GA	
Voucher:	048440	Invoice:	J039069	Date:	8/16/2023	Vehicle Maintenance #20	Doc Amt: \$50.75
		Allocations:	\$50.75	600-6460-0000-562		Vehicle Maintenance-GA	
Voucher:	048441	Invoice:	J039052	Date:	8/15/2023	Vehicle Maintenance #19	Doc Amt: \$131.43
		Allocations:	\$43.14	600-6460-0000-562-03		Vehicle Maintenance (10/5/85)	
		Allocations:	\$2.54	300-6460-0000-562-03		Vehicle Maintenance (10/5/85)	
		Allocations:	\$5.08	100-6460-0000-562-03		Vehicle Maintenance (10/5/85)	
		Allocations:	\$68.58	600-6460-0000-562-03		Vehicle Maintenance (10/5/85)	
		Allocations:	\$4.03	300-6460-0000-562-03		Vehicle Maintenance (10/5/85)	
		Allocations:	\$8.07	100-6460-0000-562-03		Vehicle Maintenance (10/5/85)	
Voucher:	048588	Invoice:	JO38584	Date:	7/3/2023	Vehicle Maintenance #19	Doc Amt: \$163.74
		Allocations:	\$139.18	600-6460-0000-562-03		Vehicle Maintenance (10/5/85)	

Allocations: \$8.19 300-6460-0000-562-03 Vehicle Maintenance (10/5/85)
 Allocations: \$16.37 100-6460-0000-562-03 Vehicle Maintenance (10/5/85)

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$29.52 Fund 300: \$14.76 Fund 600: \$403.14
 Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
031382	8/25/2023	\$195.00	CELLU	Cellular Controlled Products
Voucher: 048531	Invoice: 62941	Date: 9/1/2023	SJR Gate Monitoring	
	Allocations: \$195.00	600-6270-0000-541	CS-Operations-TO	
			Doc Amt:	\$195.00

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$195.00
 Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
031383	8/25/2023	\$3,414.95	CINTA	Cintas Corporation
Voucher: 048460	Invoice: 4161883192	Date: 7/18/2023	Weekly Service	
	Allocations: \$9.72	100-6275-0000-563-06	CS-Maint 10/5/85	
	Allocations: \$4.86	300-6275-0000-563-06	CS-Maint 10/5/85	
	Allocations: \$82.60	600-6275-0000-563-06	CS-Maint 10/5/85	
			Doc Amt:	\$97.18
Voucher: 048461	Invoice: 4162578934	Date: 7/25/2023	Weekly Service	
	Allocations: \$9.72	100-6275-0000-563-06	CS-Maint 10/5/85	
	Allocations: \$4.86	300-6275-0000-563-06	CS-Maint 10/5/85	
	Allocations: \$82.60	600-6275-0000-563-06	CS-Maint 10/5/85	
			Doc Amt:	\$97.18
Voucher: 048462	Invoice: 4163271565	Date: 8/1/2023	Weekly Service	
	Allocations: \$9.72	100-6275-0000-563-06	CS-Maint 10/5/85	
	Allocations: \$4.86	300-6275-0000-563-06	CS-Maint 10/5/85	
	Allocations: \$82.60	600-6275-0000-563-06	CS-Maint 10/5/85	
			Doc Amt:	\$97.18
Voucher: 048463	Invoice: 4164036272	Date: 8/8/2023	Weekly Service	
	Allocations: \$9.72	100-6275-0000-563-06	CS-Maint 10/5/85	
	Allocations: \$4.86	300-6275-0000-563-06	CS-Maint 10/5/85	
	Allocations: \$82.60	600-6275-0000-563-06	CS-Maint 10/5/85	
			Doc Amt:	\$97.18
Voucher: 048464	Invoice: 4164676791	Date: 8/15/2023	Weekly Service	
	Allocations: \$9.72	100-6275-0000-563-06	CS-Maint 10/5/85	
	Allocations: \$4.86	300-6275-0000-563-06	CS-Maint 10/5/85	
	Allocations: \$82.60	600-6275-0000-563-06	CS-Maint 10/5/85	
			Doc Amt:	\$97.18
Voucher: 048516	Invoice: 1904139776	Date: 7/24/2023	Employee Safety Boots	
	Allocations: \$43.70	300-6197-0000-565	Personal Equipment/Uniform	
	Allocations: \$987.57	600-6197-0000-565	Personal Equipment/Uniform	
			Doc Amt:	\$1,031.27
Voucher: 048519	Invoice: 1904204999	Date: 8/18/2023	Maintenance Supplies	
	Allocations: \$129.90	600-6320-0000-562	Supplies-GA	
			Doc Amt:	\$129.90

Voucher: 048532 Invoice: 1904199401 Date: 8/16/2023 District Uniforms Doc Amt: \$700.97
 Allocations: \$501.65 600-6197-0000-565-06 Personal Uniforms Field 0/3/97
 Allocations: \$15.51 300-6197-0000-565-06 Personal Uniforms Field 0/3/97
 Allocations: \$183.81 100-1209-0000-137 Accounts Receivable-Employee Related

Voucher: 048534 Invoice: 1904178991 Date: 8/8/2023 District Apparel Doc Amt: \$1,066.91
 Allocations: \$914.80 600-6197-0000-565-06 Personal Uniforms Field 0/3/97
 Allocations: \$28.29 300-6197-0000-565-06 Personal Uniforms Field 0/3/97
 Allocations: \$123.82 100-1209-0000-137 Accounts Receivable-Employee Related

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$356.22 Fund 300: \$111.80 Fund 600: \$2,946.93
 Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
031384	8/25/2023	\$158,479.62	CITYHO	City of Hollister

Voucher: 048564 Invoice: HO243 Date: 8/23/2023 FY21/22 O&M True UP Doc Amt: \$158,479.62
 Allocations: \$231,214.14 600-2002-0000-222 Accounts Payable Other
 Allocations: -\$72,734.52 600-2002-0000-222 Accounts Payable Other

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$158,479.62
 Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
031385	8/25/2023	\$1,580.00	CMANA	CM Analytical Inc

Voucher: 048530 Invoice: 80960 Date: 8/15/2023 Water Quality Testing Doc Amt: \$1,580.00
 Allocations: \$240.00 600-6270-0000-541 CS-Operations-TO
 Allocations: \$1,340.00 600-6270-0604-541 CS Operations Recycled Water Project

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$1,580.00
 Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
031386	8/25/2023	\$427.86	DATAF	Dataflow Business Systems Inc

Voucher: 048465 Invoice: 364941 Date: 8/7/2023 Copier Lease Doc Amt: \$427.86
 Allocations: \$16.80 100-6450-0000-562-06 Tool & Equipment Rental GA 10/5/85
 Allocations: \$8.40 300-6450-0000-562-06 Tool & Equipment Rental GA 10/5/85
 Allocations: \$142.77 600-6450-0000-562-06 Tool & Equipment Rental GA 10/5/85
 Allocations: \$25.99 100-6275-0000-563-06 CS-Maint 10/5/85
 Allocations: \$13.00 300-6275-0000-563-06 CS-Maint 10/5/85
 Allocations: \$220.92 600-6275-0000-563-06 CS-Maint 10/5/85

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$42.79 Fund 300: \$21.39 Fund 600: \$363.68
 Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name		
031387	8/25/2023	\$205.95	DONCH	Don Chapin Company Inc		
Voucher:	048467	Invoice: 174478	Date: 7/11/2023	Maintenance Supplies	Doc Amt:	\$205.95
		Allocations: \$205.95	600-6320-0604-542	Supplies - RWP TM		

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$205.95
 Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name		
031388	8/25/2023	\$120.00	EBCO	EBCO Pest Control		
Voucher:	048472	Invoice: 19439	Date: 7/8/2023	Monthly Pest Control	Doc Amt:	\$60.00
		Allocations: \$6.00	100-6275-0000-563-06	CS-Maint 10/5/85		
		Allocations: \$3.00	300-6275-0000-563-06	CS-Maint 10/5/85		
		Allocations: \$51.00	600-6275-0000-563-06	CS-Maint 10/5/85		
Voucher:	048473	Invoice: 19583	Date: 8/5/2023	Monthly Pest Control	Doc Amt:	\$60.00
		Allocations: \$6.00	100-6275-0000-563-06	CS-Maint 10/5/85		
		Allocations: \$3.00	300-6275-0000-563-06	CS-Maint 10/5/85		
		Allocations: \$51.00	600-6275-0000-563-06	CS-Maint 10/5/85		

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$12.00 Fund 300: \$6.00 Fund 600: \$102.00
 Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name		
031389	8/25/2023	\$2,198.27	EDGES	Edges Electrical Group		
Voucher:	048474	Invoice: S5919739.003	Date: 8/2/2023	Electrical Supplies	Doc Amt:	\$81.71
		Allocations: \$81.71	600-1395-0942-112	SP-Union Bridge Replacement		
Voucher:	048475	Invoice: S5919739.001	Date: 8/1/2023	Electrical Supplies	Doc Amt:	\$245.12
		Allocations: \$245.12	600-6320-0000-541	Supplies-TO		
Voucher:	048476	Invoice: S5919739.002	Date: 8/1/2023	Electrical Supplies	Doc Amt:	\$113.85
		Allocations: \$113.85	600-6320-0000-541	Supplies-TO		
Voucher:	048590	Invoice: S5919745.001	Date: 8/1/2023	Electrical Supplies	Doc Amt:	\$1,757.59
		Allocations: \$1,757.59	600-6320-0000-522	Supplies-PM		

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$2,198.27
 Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
031390	8/25/2023	\$8,755.00	ELCCO	ELC Consulting

Voucher: 048468 Invoice: 8749 Date: 8/4/2023 Microsoft Office 365 EE Doc Amt: \$278.00
 Allocations: \$27.80 100-6260-0000-563-06 CS-Computer (10/5/85)
 Allocations: \$13.90 300-6260-0000-563-06 CS-Computer (10/5/85)
 Allocations: \$236.30 600-6260-0000-563-06 CS-Computer (10/5/85)

Voucher: 048469 Invoice: 8707 Date: 8/1/2023 Monthly Service Agreement Doc Amt: \$1,480.00
 Allocations: \$790.00 600-6260-0603-531 CS Computer - West Hills WTP
 Allocations: \$690.00 600-6260-0602-531 CS Computer - Lessalt WTP

Voucher: 048470 Invoice: 8706 Date: 8/1/2023 Monthly Service Agreement Doc Amt: \$6,897.00
 Allocations: \$659.70 100-6260-0000-563-06 CS-Computer (10/5/85)
 Allocations: \$329.85 300-6260-0000-563-06 CS-Computer (10/5/85)
 Allocations: \$5,607.45 600-6260-0000-563-06 CS-Computer (10/5/85)
 Allocations: \$300.00 600-6260-0000-563 CS-Computer-GA

Voucher: 048471 Invoice: 8708 Date: 8/1/2023 Monthly Service Agreement Doc Amt: \$100.00
 Allocations: \$100.00 803-6865-0000-562 Advertising/Public Info (PI)

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$687.50 Fund 300: \$343.75 Fund 600: \$7,623.75
 Fund 700: \$0.00 Fund 803: \$100.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
031391	8/25/2023	\$1,617.59	FERGU	Ferguson Enterprises, Inc.

Voucher: 048477 Invoice: 0747038 Date: 8/1/2023 Maintenance Supplies Doc Amt: \$229.57
 Allocations: \$229.57 600-6320-0000-522 Supplies-PM

Voucher: 048478 Invoice: 0709546 Date: 7/24/2023 Supplies Doc Amt: \$1,388.02
 Allocations: \$1,388.02 803-6320-0000-562 Supplies (TP)

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$229.57
 Fund 700: \$0.00 Fund 803: \$1,388.02

Payment#	Date	Check Total	Vendor ID	Vendor Name
031392	8/25/2023	\$1,155.22	GRAIN	GRAINGER

Voucher: 048444 Invoice: 9802638115 Date: 8/14/2023 Maintenance Supplies Doc Amt: \$45.86
 Allocations: \$45.86 600-6320-0000-542 Supplies-TM

Voucher: 048479 Invoice: 9768220387 Date: 7/12/2023 Personal Equip/ Supplies Doc Amt: \$391.29
 Allocations: \$53.46 600-6197-0000-565 Personal Equipment/Uniform
 Allocations: \$337.83 600-6320-0000-542 Supplies-TM

Voucher: 048480 Invoice: 9768410426 Date: 7/13/2023 Personal Equipment Doc Amt: \$74.43
 Allocations: \$74.43 600-6197-0000-565 Personal Equipment/Uniform

Voucher: 048481 Invoice: 9777401267 Date: 7/21/2023 Maintenance Supplies Doc Amt: \$410.76

Allocations: \$410.76 600-6320-0000-542 Supplies-TM

Voucher: 048482 Invoice: 9791804413 Date: 8/2/2023 Supplies Doc Amt: \$61.58
 Allocations: \$61.58 600-6320-0000-562 Supplies-GA

Voucher: 048483 Invoice: 9797630978 Date: 8/8/2023 Maintenance Supplies Doc Amt: \$130.61
 Allocations: \$130.61 600-6320-0000-542 Supplies-TM

Voucher: 048484 Invoice: 9797630986 Date: 8/8/2023 Maintenance Supplies Doc Amt: \$40.69
 Allocations: \$40.69 600-6320-0000-542 Supplies-TM

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$1,155.22
 Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
031393	8/25/2023	\$652.50	GROSS	Grossmayer & Associates

Voucher: 048485 Invoice: IVC3624 Date: 7/22/2023 Consulting Services Doc Amt: \$362.50
 Allocations: \$36.25 100-6260-0000-563-06 CS-Computer (10/5/85)
 Allocations: \$18.13 300-6260-0000-563-06 CS-Computer (10/5/85)
 Allocations: \$308.13 600-6260-0000-563-06 CS-Computer (10/5/85)

Voucher: 048486 Invoice: IVC3629 Date: 7/26/2023 Consulting Services Doc Amt: \$145.00
 Allocations: \$14.50 100-6260-0000-563-06 CS-Computer (10/5/85)
 Allocations: \$7.25 300-6260-0000-563-06 CS-Computer (10/5/85)
 Allocations: \$123.25 600-6260-0000-563-06 CS-Computer (10/5/85)

Voucher: 048487 Invoice: IVC3632 Date: 7/28/2023 Consulting Services Doc Amt: \$145.00
 Allocations: \$14.50 100-6260-0000-563-06 CS-Computer (10/5/85)
 Allocations: \$7.25 300-6260-0000-563-06 CS-Computer (10/5/85)
 Allocations: \$123.25 600-6260-0000-563-06 CS-Computer (10/5/85)

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$65.25 Fund 300: \$32.63 Fund 600: \$554.63
 Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
031394	8/25/2023	\$2,590.00	GUTIE	Gutierrez Consultants

Voucher: 048586 Invoice: 1795 Date: 7/18/2023 Consulting Services Doc Amt: \$1,554.00
 Allocations: \$1,554.00 600-1351-0129-151 Future Water Supply- Alternatives

Voucher: 048587 Invoice: 1794 Date: 7/18/2023 Consulting Services Doc Amt: \$1,036.00
 Allocations: \$1,036.00 600-1351-0168-151 Pajaro Watershed IRWMP

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$2,590.00
 Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name		
031395	8/25/2023	\$666.77	HAUTO	Hollister Auto Parts Inc		
Voucher:	048495	Invoice:	938069	Date:	7/24/2023	District Supplies
		Allocations:	\$4.97	300-6320-0000-562-06		Supplies-GA 10/5/85
		Allocations:	\$84.53	600-6320-0000-562-06		Supplies-GA 10/5/85
		Allocations:	\$9.95	100-6320-0000-562-06		Supplies-GA 10/5/85
					Doc Amt:	\$99.45
Voucher:	048496	Invoice:	938704	Date:	7/28/2023	Vehicle Maintenance #17
		Allocations:	\$277.78	600-6460-0000-562		Vehicle Maintenance-GA
					Doc Amt:	\$277.78
Voucher:	048497	Invoice:	939111	Date:	8/2/2023	Vehicle Maintenance #17
		Allocations:	\$82.75	600-6460-0000-562		Vehicle Maintenance-GA
					Doc Amt:	\$82.75
Voucher:	048498	Invoice:	939989	Date:	8/9/2023	Maintenance Supplies
		Allocations:	\$110.30	600-6320-0000-542		Supplies-TM
					Doc Amt:	\$110.30
Voucher:	048499	Invoice:	939988	Date:	8/9/2023	Maintenance Supplies
		Allocations:	\$96.49	600-6320-0000-542		Supplies-TM
					Doc Amt:	\$96.49

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$9.95 Fund 300: \$4.97 Fund 600: \$651.85
Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name		
031396	8/25/2023	\$154,880.06	HDRENG	HDR Engineering Inc		
Voucher:	048578	Invoice:	1200542156	Date:	7/26/2023	Engineering Services
		Allocations:	\$154,880.06	600-1351-A129-151		ADRoP-Accelerated Drought Response Project
					Doc Amt:	\$154,880.06

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$154,880.06
Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name		
031397	8/25/2023	\$370.22	HOLLA	Hollister Landscape Supply		
Voucher:	048589	Invoice:	75874	Date:	7/24/2023	Maintenance Supplies
		Allocations:	\$370.22	600-6320-0920-542		Supplies-TM - Subsystem Breaks
					Doc Amt:	\$370.22

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$370.22
Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name		
031398	8/25/2023	\$17,418.57	ICONI	ICONIX Waterworks Inc		
Voucher:	048443	Invoice:	U2316033441	Date:	8/10/2023	Maintenance Supplies
		Allocations:	\$6,243.82	600-6320-0000-542		Supplies-TM
					Doc Amt:	\$6,243.82
Voucher:	048500	Invoice:	U2316029712	Date:	7/21/2023	Maintenance Supplies
		Allocations:	\$1,240.47	600-6320-0000-542		Supplies-TM
					Doc Amt:	\$1,240.47

Voucher: 048501 Invoice: U2316031438 Date: 8/1/2023 Maintenance Supplies Doc Amt: \$363.72
 Allocations: \$363.72 600-6320-0920-542 Supplies-TM - Subsystem Breaks

Voucher: 048502 Invoice: U2316032068 Date: 8/3/2023 Maintenance Supplies Doc Amt: \$2,276.08
 Allocations: \$2,276.08 600-6320-0920-542 Supplies-TM - Subsystem Breaks

Voucher: 048503 Invoice: U2316032814 Date: 8/8/2023 Maintenance Supplies Doc Amt: \$445.45
 Allocations: \$445.45 600-6320-0000-522 Supplies-PM

Voucher: 048581 Invoice: CMU2315002492 Date: 7/20/2023 Maintenance Supplies Doc Amt: -\$1,135.08
 Allocations: -\$1,135.08 600-6320-0000-542 Supplies-TM

Voucher: 048582 Invoice: U2316029365 Date: 7/20/2023 Maintenance Supplies Doc Amt: \$7,984.11
 Allocations: \$7,984.11 600-1432-0000-110 TDS Structures & Improvements

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$17,418.57
 Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
031399	8/25/2023	\$284.65	INDEP	Independent Business Forms Inc

Voucher: 048504 Invoice: 42459 Date: 7/28/2023 Printing Services Doc Amt: \$215.28
 Allocations: \$182.99 600-6835-0000-562-06 Office Supplies 10/5/85 GA
 Allocations: \$10.76 300-6835-0000-562-06 Office Supplies 10/5/85 GA
 Allocations: \$21.53 100-6835-0000-562-06 Office Supplies 10/5/85 GA

Voucher: 048505 Invoice: 42471 Date: 8/7/2023 Printing Services Doc Amt: \$69.37
 Allocations: \$58.96 600-6835-0000-562-06 Office Supplies 10/5/85 GA
 Allocations: \$3.47 300-6835-0000-562-06 Office Supplies 10/5/85 GA
 Allocations: \$6.94 100-6835-0000-562-06 Office Supplies 10/5/85 GA

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$28.47 Fund 300: \$14.23 Fund 600: \$241.95
 Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
031400	8/25/2023	\$400.15	JOHNS	Johnson Lumber Company

Voucher: 048442 Invoice: 267080 Date: 8/16/2023 District Supplies Doc Amt: \$23.01
 Allocations: \$1.15 300-6320-0000-562-06 Supplies-GA 10/5/85
 Allocations: \$19.56 600-6320-0000-562-06 Supplies-GA 10/5/85
 Allocations: \$2.30 100-6320-0000-562-06 Supplies-GA 10/5/85

Voucher: 048488 Invoice: 266001 Date: 7/7/2023 Maintenance Supplies Doc Amt: \$80.76
 Allocations: \$80.76 600-6320-0000-542 Supplies-TM

Voucher: 048489 Invoice: 266172 Date: 7/13/2023 Maintenance Supplies Doc Amt: \$24.02
 Allocations: \$24.02 600-6320-0000-562 Supplies-GA

Voucher: 048490 Invoice: 266371 Date: 7/20/2023 Supplies Doc Amt: \$28.37
 Allocations: \$1.42 300-6320-0000-562-06 Supplies-GA 10/5/85
 Allocations: \$24.11 600-6320-0000-562-06 Supplies-GA 10/5/85
 Allocations: \$2.84 100-6320-0000-562-06 Supplies-GA 10/5/85

Voucher: 048491 Invoice: 266398 Date: 7/21/2023 Maintenance Supplies Doc Amt: \$51.34
 Allocations: \$43.64 600-6320-0000-562-03 Supplies - GA
 Allocations: \$5.13 100-6320-0000-562-03 Supplies - GA
 Allocations: \$2.57 300-6320-0000-562-03 Supplies - GA

Voucher: 048492 Invoice: 266718 Date: 8/2/2023 Pumping Supplies Doc Amt: \$25.95
 Allocations: \$25.95 600-6320-0000-522 Supplies-PM

Voucher: 048493 Invoice: 266832 Date: 8/7/2023 Pumping Supplies Doc Amt: \$57.36
 Allocations: \$57.36 600-6320-0000-522 Supplies-PM

Voucher: 048494 Invoice: 266856 Date: 8/8/2023 Maintenance Supplies Doc Amt: \$74.39
 Allocations: \$74.39 600-6320-0000-542 Supplies-TM

Voucher: 048524 Invoice: 267208 Date: 8/21/2023 Maintenance Supplies Doc Amt: \$34.95
 Allocations: \$34.95 600-6320-0000-542 Supplies-TM

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$10.27 Fund 300: \$5.14 Fund 600: \$384.74
 Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
031401	8/25/2023	\$15.06	JOHNSM	John Smith Landfill

Voucher: 048506 Invoice: 01-00997241 Date: 7/31/2023 Dump Fee Doc Amt: \$15.06
 Allocations: \$15.06 600-6860-0000-542 Utilities-Disposal fees

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$15.06
 Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
031402	8/25/2023	\$570.00	KRONI	Kronick, Moskovitz, Tiedemann & Gir

Voucher: 048572 Invoice: 30903266 Date: 8/14/2023 Legal Services Doc Amt: \$570.00
 Allocations: \$570.00 600-6210-0000-563 CS-Legal-GA

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$570.00
 Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
031403	8/25/2023	\$18,851.00	LIEBE	Liebert Cassidy Whitmore Prof Law C

Voucher: 048566 Invoice: 245678 Date: 6/30/2023 Legal Services Doc Amt: \$10,330.50
 Allocations: \$1,033.05 100-6210-0000-563-06 CS-Legal GA 10/5/85
 Allocations: \$516.53 300-6210-0000-563-06 CS-Legal GA 10/5/85

Allocations: \$8,780.93 600-6210-0000-563-06 CS-Legal GA 10/5/85

Voucher: 048567 Invoice: 245234 Date: 6/30/2023 Legal Services Doc Amt: \$2,769.00
 Allocations: \$276.90 100-6210-0000-563-06 CS-Legal GA 10/5/85
 Allocations: \$138.45 300-6210-0000-563-06 CS-Legal GA 10/5/85
 Allocations: \$2,353.65 600-6210-0000-563-06 CS-Legal GA 10/5/85

Voucher: 048574 Invoice: 248213 Date: 7/31/2023 Legal Services Doc Amt: \$693.50
 Allocations: \$69.35 100-6210-0000-563-06 CS-Legal GA 10/5/85
 Allocations: \$34.68 300-6210-0000-563-06 CS-Legal GA 10/5/85
 Allocations: \$589.48 600-6210-0000-563-06 CS-Legal GA 10/5/85

Voucher: 048575 Invoice: 248214 Date: 7/31/2023 Legal Services Doc Amt: \$657.00
 Allocations: \$65.70 100-6210-0000-563-06 CS-Legal GA 10/5/85
 Allocations: \$32.85 300-6210-0000-563-06 CS-Legal GA 10/5/85
 Allocations: \$558.45 600-6210-0000-563-06 CS-Legal GA 10/5/85

Voucher: 048576 Invoice: 248215 Date: 7/31/2023 Legal Services Doc Amt: \$4,197.50
 Allocations: \$419.75 100-6210-0000-563-06 CS-Legal GA 10/5/85
 Allocations: \$209.88 300-6210-0000-563-06 CS-Legal GA 10/5/85
 Allocations: \$3,567.88 600-6210-0000-563-06 CS-Legal GA 10/5/85

Voucher: 048577 Invoice: 248217 Date: 7/31/2023 Legal Services Doc Amt: \$203.50
 Allocations: \$20.35 100-6210-0000-563-06 CS-Legal GA 10/5/85
 Allocations: \$10.18 300-6210-0000-563-06 CS-Legal GA 10/5/85
 Allocations: \$172.98 600-6210-0000-563-06 CS-Legal GA 10/5/85

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$1,885.10 Fund 300: \$942.55 Fund 600: \$16,023.35
 Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
031404	8/25/2023	\$832.03	MANDE	Mandego

Voucher: 048533 Invoice: 12707 Date: 8/8/2023 District Apparel Doc Amt: \$832.03
 Allocations: \$807.07 600-6197-0000-565-06 Personal Uniforms Field 0/3/97
 Allocations: \$24.96 300-6197-0000-565-06 Personal Uniforms Field 0/3/97

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$24.96 Fund 600: \$807.07
 Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
031405	8/25/2023	\$72.28	MAVER	Maverick Welding Supply

Voucher: 048511 Invoice: 46024 Date: 8/9/2023 Welding Supplies Doc Amt: \$72.28
 Allocations: \$72.28 600-6320-0000-542 Supplies-TM

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$72.28
 Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name			
031406	8/25/2023	\$1,303.47	MCKIN	McKinnon Lumber, Inc.			
Voucher:	048507	Invoice:	754643	Date:	7/13/2023	Maintenance Supplies	Doc Amt: \$116.68
		Allocations:	\$116.68	600-6320-0920-542		Supplies-TM - Subsystem Breaks	
Voucher:	048508	Invoice:	755497	Date:	7/24/2023	Maintenance Supplies	Doc Amt: \$31.43
		Allocations:	\$31.43	600-6320-0920-542		Supplies-TM - Subsystem Breaks	
Voucher:	048509	Invoice:	756042	Date:	7/31/2023	Maintenance Supplies	Doc Amt: \$540.83
		Allocations:	\$540.83	600-6320-0920-542		Supplies-TM - Subsystem Breaks	
Voucher:	048510	Invoice:	757251	Date:	8/14/2023	Maintenance Supplies	Doc Amt: \$614.53
		Allocations:	\$614.53	600-6320-0000-542		Supplies-TM	

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$1,303.47
 Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name			
031407	8/25/2023	\$305.00	MISSIO	Mission Village Voice Media LLC			
Voucher:	048512	Invoice:	1005	Date:	8/4/2023	Monthly Print Ad	Doc Amt: \$305.00
		Allocations:	\$305.00	803-6865-0000-562		Advertising/Public Info (PI)	

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$0.00
 Fund 700: \$0.00 Fund 803: \$305.00

Payment#	Date	Check Total	Vendor ID	Vendor Name			
031408	8/25/2023	\$2,685.00	NEWSV	New SV Media, Inc			
Voucher:	048445	Invoice:	87767	Date:	8/18/2023	08/18/23 Print Ads	Doc Amt: \$369.00
		Allocations:	\$123.00	803-6865-0000-562		Advertising/Public Info (PI)	
		Allocations:	\$123.00	803-6865-0000-562		Advertising/Public Info (PI)	
		Allocations:	\$123.00	803-6865-0000-562		Advertising/Public Info (PI)	
Voucher:	048447	Invoice:	76273	Date:	4/14/2023	Print Ads	Doc Amt: \$438.00
		Allocations:	\$123.00	803-6865-0000-562		Advertising/Public Info (PI)	
		Allocations:	\$315.00	803-6865-0000-562		Advertising/Public Info (PI)	
Voucher:	048448	Invoice:	78202	Date:	5/5/2023	Print/Web Ads	Doc Amt: \$471.00
		Allocations:	\$225.00	803-6865-0000-562		Advertising/Public Info (PI)	
		Allocations:	\$246.00	803-6865-0000-562		Advertising/Public Info (PI)	

Voucher: 048520 Invoice: 85238 Date: 7/25/2023 Public Notice Doc Amt: \$321.00
 Allocations: \$321.00 700-6865-0000-562 Advertising/Public Info

Voucher: 048521 Invoice: 85670 Date: 7/28/2023 Weekly Print Ads Doc Amt: \$246.00
 Allocations: \$123.00 803-6865-0000-562 Advertising/Public Info (PI)
 Allocations: \$123.00 803-6865-0000-562 Advertising/Public Info (PI)

Voucher: 048522 Invoice: 86708 Date: 8/4/2023 Weekly Print Ad/Monthly Web Ad Doc Amt: \$471.00
 Allocations: \$123.00 803-6865-0000-562 Advertising/Public Info (PI)
 Allocations: \$123.00 803-6865-0000-562 Advertising/Public Info (PI)
 Allocations: \$225.00 803-6865-0000-562 Advertising/Public Info (PI)

Voucher: 048523 Invoice: 87262 Date: 8/11/2023 Weekly Print Ads Doc Amt: \$369.00
 Allocations: \$123.00 803-6865-0000-562 Advertising/Public Info (PI)
 Allocations: \$123.00 803-6865-0000-562 Advertising/Public Info (PI)
 Allocations: \$123.00 803-6865-0000-562 Advertising/Public Info (PI)

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$0.00
 Fund 700: \$321.00 Fund 803: \$2,364.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
031409	8/25/2023	\$1,174.21	PALAC	Palace Business Solutions

Voucher: 048536 Invoice: 687783-0 Date: 7/25/2023 Office Supplies Doc Amt: \$475.87
 Allocations: \$404.49 600-6835-0000-562-06 Office Supplies 10/5/85 GA
 Allocations: \$23.79 300-6835-0000-562-06 Office Supplies 10/5/85 GA
 Allocations: \$47.59 100-6835-0000-562-06 Office Supplies 10/5/85 GA

Voucher: 048537 Invoice: 687715-0 Date: 7/25/2023 Office Supplies Doc Amt: \$80.54
 Allocations: \$68.46 600-6835-0000-562-06 Office Supplies 10/5/85 GA
 Allocations: \$4.03 300-6835-0000-562-06 Office Supplies 10/5/85 GA
 Allocations: \$8.05 100-6835-0000-562-06 Office Supplies 10/5/85 GA

Voucher: 048539 Invoice: 688355-0 Date: 8/1/2023 Office Supplies Doc Amt: \$190.77
 Allocations: \$162.15 600-6835-0000-562-06 Office Supplies 10/5/85 GA
 Allocations: \$9.54 300-6835-0000-562-06 Office Supplies 10/5/85 GA
 Allocations: \$19.08 100-6835-0000-562-06 Office Supplies 10/5/85 GA

Voucher: 048540 Invoice: 688277-0 Date: 8/1/2023 Office Supplies Doc Amt: \$49.57
 Allocations: \$42.13 600-6835-0000-562-06 Office Supplies 10/5/85 GA
 Allocations: \$2.48 300-6835-0000-562-06 Office Supplies 10/5/85 GA
 Allocations: \$4.96 100-6835-0000-562-06 Office Supplies 10/5/85 GA

Voucher: 048541 Invoice: 688277-1 Date: 8/2/2023 Office Supplies Doc Amt: \$62.48
 Allocations: \$53.11 600-6835-0000-562-06 Office Supplies 10/5/85 GA
 Allocations: \$3.12 300-6835-0000-562-06 Office Supplies 10/5/85 GA

Allocations: \$6.25 100-6835-0000-562-06 Office Supplies 10/5/85 GA

Voucher: 048542 Invoice: 688461-0 Date: 8/2/2023 Office Supplies Doc Amt: \$37.56
 Allocations: \$31.93 600-6835-0000-562-06 Office Supplies 10/5/85 GA
 Allocations: \$1.88 300-6835-0000-562-06 Office Supplies 10/5/85 GA
 Allocations: \$3.76 100-6835-0000-562-06 Office Supplies 10/5/85 GA

Voucher: 048544 Invoice: 688653-0 Date: 8/3/2023 Office Supplies Doc Amt: \$99.14
 Allocations: \$84.27 600-6835-0000-562-06 Office Supplies 10/5/85 GA
 Allocations: \$4.96 300-6835-0000-562-06 Office Supplies 10/5/85 GA
 Allocations: \$9.91 100-6835-0000-562-06 Office Supplies 10/5/85 GA

Voucher: 048545 Invoice: 688799-0 Date: 8/7/2023 Office Supplies Doc Amt: \$62.48
 Allocations: \$53.11 600-6835-0000-562-06 Office Supplies 10/5/85 GA
 Allocations: \$3.12 300-6835-0000-562-06 Office Supplies 10/5/85 GA
 Allocations: \$6.25 100-6835-0000-562-06 Office Supplies 10/5/85 GA

Voucher: 048546 Invoice: 688799-1 Date: 8/9/2023 Office Supplies Doc Amt: \$62.48
 Allocations: \$53.11 600-6835-0000-562-06 Office Supplies 10/5/85 GA
 Allocations: \$3.12 300-6835-0000-562-06 Office Supplies 10/5/85 GA
 Allocations: \$6.25 100-6835-0000-562-06 Office Supplies 10/5/85 GA

Voucher: 048548 Invoice: 689805-0 Date: 8/14/2023 Office Supplies Doc Amt: \$28.77
 Allocations: \$24.45 600-6835-0000-562-06 Office Supplies 10/5/85 GA
 Allocations: \$1.44 300-6835-0000-562-06 Office Supplies 10/5/85 GA
 Allocations: \$2.88 100-6835-0000-562-06 Office Supplies 10/5/85 GA

Voucher: 048549 Invoice: 689889-0 Date: 8/14/2023 Office Supplies Doc Amt: \$24.55
 Allocations: \$20.87 600-6835-0000-562-06 Office Supplies 10/5/85 GA
 Allocations: \$1.23 300-6835-0000-562-06 Office Supplies 10/5/85 GA
 Allocations: \$2.46 100-6835-0000-562-06 Office Supplies 10/5/85 GA

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$117.42 Fund 300: \$58.71 Fund 600: \$998.08
 Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
031410	8/25/2023	\$2,920.00	PIPAL	Pipal Spurzem & Liem LLP

Voucher: 048573 Invoice: 61195 Date: 8/2/2023 Legal Services Doc Amt: \$2,920.00
 Allocations: \$212.00 100-6210-0000-563-06 CS-Legal GA 10/5/85
 Allocations: \$106.00 300-6210-0000-563-06 CS-Legal GA 10/5/85
 Allocations: \$1,802.00 600-6210-0000-563-06 CS-Legal GA 10/5/85
 Allocations: \$800.00 600-6210-0000-563 CS-Legal-GA

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$212.00 Fund 300: \$106.00 Fund 600: \$2,602.00
 Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
031411	8/25/2023	\$225.06	SBASSES	San Benito Cty Assessors
Voucher:	048571	Invoice: 2023-8	Date: 8/18/2023	FY 22/23 Yearly Map Updates
	Allocations:	\$225.06	600-6830-0000-562	Subscriptions/Publications
				Doc Amt: \$225.06

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$225.06
Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
031412	8/25/2023	\$272,122.27	SCVWD	Santa Clara Valley Water Dist
Voucher:	048568	Invoice: GN102595	Date: 8/9/2023	Apr-Jun 23 O&M Charge
	Allocations:	\$166,497.96	600-5500-0000-513	PW-San Felipe Reach I O&M- SantaClara
	Allocations:	\$25,614.31	600-1503-0158-125	Reach I Capital Improvement Project

Voucher:	048569	Invoice: GN102517	Date: 6/14/2023	Semitropic O&M CY 2021	Doc Amt: \$38,790.00
	Allocations:	\$38,790.00	600-1501-0210-125	Water Rights - Semitropic Strd Water	

Voucher:	048570	Invoice: GN102518	Date: 6/14/2023	Semitropic O&M CY 2022	Doc Amt: \$41,220.00
	Allocations:	\$41,220.00	600-1501-0210-125	Water Rights - Semitropic Strd Water	

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$272,122.27
Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
031413	8/25/2023	\$2,376.00	SJELE	S.J. Electro Systems, Inc.
Voucher:	048580	Invoice: CD99490068	Date: 7/26/2023	Scada Support
	Allocations:	\$2,376.00	600-1395-0929-112	SCADA telemetry upgrade
				Doc Amt: \$2,376.00

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$2,376.00
Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
031414	8/25/2023	\$197.63	SPEDEE	Speedee Oil Change and Tune Up
Voucher:	048550	Invoice: 328852	Date: 7/25/2023	Vehicle Maintenance #28
	Allocations:	\$105.36	600-6460-0000-562	Vehicle Maintenance-GA

Voucher:	048552	Invoice: 329187	Date: 8/2/2023	Vehicle Maintenance #20	Doc Amt: \$92.27
	Allocations:	\$92.27	600-6460-0000-562	Vehicle Maintenance-GA	

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$197.63
Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name		
031415	8/25/2023	\$496,915.38	SSCWD-TP	Sunnyslope County Water District		
Voucher:	048525	Invoice: INV00050	Date: 7/31/2023	Accident- West Hills	Doc Amt: \$16,989.25	
	Allocations:	\$16,989.25	600-1395-0943-112	SP-West Hills-Vehicle Accident		
Voucher:	048526	Invoice: INV00058	Date: 6/30/2023	Accident- West Hills	Doc Amt: \$111,499.51	
	Allocations:	\$111,499.51	600-1395-0943-112	SP-West Hills-Vehicle Accident		
Voucher:	048527	Invoice: INV00047	Date: 6/30/2023	Plant Operations- West Hills	Doc Amt: \$145,748.00	
	Allocations:	\$145,748.00	600-6270-0603-531	CS Operations - West Hills WTP		
Voucher:	048529	Invoice: INV00046	Date: 6/30/2023	Plant Operations- Lessalt	Doc Amt: \$64,199.00	
	Allocations:	\$64,199.00	600-6270-0602-531	CS Operations - Lessalt WTP		
Voucher:	048565	Invoice: H0244	Date: 8/23/2023	FY 21/22 O&M True Up	Doc Amt: \$158,479.62	
	Allocations:	\$231,214.14	600-2002-0000-222	Accounts Payable Other		
	Allocations:	-\$72,734.52	600-2002-0000-222	Accounts Payable Other		

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$496,915.38
Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name		
031416	8/25/2023	\$709.03	STAPL	Staples, Inc.		
Voucher:	048563	Invoice: 8071145806	Date: 8/4/2023	Office Supplies	Doc Amt: \$709.03	
	Allocations:	\$70.90	100-6440-0000-562-06	Office Furn/Equipment Purchase 10/5/85		
	Allocations:	\$35.45	300-6440-0000-562-06	Office Furn/Equipment Purchase 10/5/85		
	Allocations:	\$602.68	600-6440-0000-562-06	Office Furn/Equipment Purchase 10/5/85		

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$70.90 Fund 300: \$35.45 Fund 600: \$602.68
Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name		
031417	8/25/2023	\$2,900.00	TODDE	Todd Groundwater		
Voucher:	048579	Invoice: 37658 723	Date: 7/8/2023	Engineering Services	Doc Amt: \$2,430.00	
	Allocations:	\$2,430.00	600-1351-A129-151	ADRoP-Accelerated Drought Response Project		
Voucher:	048585	Invoice: 37657-1 723	Date: 7/8/2023	Engineering Services	Doc Amt: \$470.00	
	Allocations:	\$470.00	700-1351-0221-151	GSA-Grdwtr Mgmt Plan		

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$2,430.00
Fund 700: \$470.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name		
031418	8/25/2023	\$1,066.09	UNDER	Underground Service Alert		
Voucher:	048554	Invoice: 2023164566	Date: 7/20/2023	Annual Service Fee	Doc Amt: \$1,066.09	

Allocations: \$300.00 600-6820-0000-562 Dues and Fee

Allocations: \$766.09 600-6820-0000-562 Dues and Fee

Payment Responsibilities:

Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$1,066.09
Fund 700: \$0.00 Fund 803: \$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name			
031419	8/25/2023	\$3,540.05	USBK-CC	U.S. Bank Corporation			
Voucher:	048556	Invoice:	072423JC	Date:	7/24/2023	Monthly Statement	Doc Amt: \$63.95
	Allocations:	\$54.36	600-6840-0000-562-06	Communication GA 10/5/85			
	Allocations:	\$6.40	100-6840-0000-562-06	Communication GA 10/5/85			
	Allocations:	\$3.20	300-6840-0000-562-06	Communication GA 10/5/85			
Voucher:	048557	Invoice:	072423JM	Date:	7/24/2023	Monthly Statement	Doc Amt: \$1,313.56
	Allocations:	\$119.85	600-6195-0000-565	Training			
	Allocations:	\$17.76	600-6845-0000-562-06	General Business Exp 10/5/85			
	Allocations:	\$2.09	100-6845-0000-562-06	General Business Exp 10/5/85			
	Allocations:	\$1.04	300-6845-0000-562-06	General Business Exp 10/5/85			
	Allocations:	\$97.42	100-6440-0000-562-06	Office Furn/Equipment Purchase 10/5/85			
	Allocations:	\$48.71	300-6440-0000-562-06	Office Furn/Equipment Purchase 10/5/85			
	Allocations:	\$828.09	600-6440-0000-562-06	Office Furn/Equipment Purchase 10/5/85			
	Allocations:	\$0.30	100-6260-0000-563-06	CS-Computer (10/5/85)			
	Allocations:	\$0.15	300-6260-0000-563-06	CS-Computer (10/5/85)			
	Allocations:	\$2.58	600-6260-0000-563-06	CS-Computer (10/5/85)			
	Allocations:	\$19.56	100-6820-0000-562-06	Dues and Fees 10/5/85			
	Allocations:	\$9.78	300-6820-0000-562-06	Dues and Fees 10/5/85			
	Allocations:	\$166.23	600-6820-0000-562-06	Dues and Fees 10/5/85			
Voucher:	048558	Invoice:	072423DM	Date:	7/24/2023	Monthly Statement	Doc Amt: \$342.80
	Allocations:	\$233.17	600-6320-0000-542	Supplies-TM			
	Allocations:	\$109.63	600-6320-0000-542	Supplies-TM			
Voucher:	048559	Invoice:	072423BM	Date:	7/24/2023	Monthly Statement	Doc Amt: \$1,819.74
	Allocations:	\$115.56	600-6845-0000-562-06	General Business Exp 10/5/85			
	Allocations:	\$13.60	100-6845-0000-562-06	General Business Exp 10/5/85			
	Allocations:	\$6.80	300-6845-0000-562-06	General Business Exp 10/5/85			
	Allocations:	\$27.74	600-6835-0000-562-06	Office Supplies 10/5/85 GA			
	Allocations:	\$1.63	300-6835-0000-562-06	Office Supplies 10/5/85 GA			
	Allocations:	\$3.26	100-6835-0000-562-06	Office Supplies 10/5/85 GA			
	Allocations:	\$18.32	600-6845-0000-562-06	General Business Exp 10/5/85			
	Allocations:	\$2.16	100-6845-0000-562-06	General Business Exp 10/5/85			
	Allocations:	\$1.08	300-6845-0000-562-06	General Business Exp 10/5/85			
	Allocations:	\$89.82	100-6270-0000-563-06	CS-Operations GA 10/5/85			
	Allocations:	\$44.91	300-6270-0000-563-06	CS-Operations GA 10/5/85			
	Allocations:	\$763.47	600-6270-0000-563-06	CS-Operations GA 10/5/85			

Allocations:	\$64.89	100-6260-0000-563-06	CS-Computer (10/5/85)
Allocations:	\$32.45	300-6260-0000-563-06	CS-Computer (10/5/85)
Allocations:	\$551.57	600-6260-0000-563-06	CS-Computer (10/5/85)
Allocations:	\$11.60	600-6835-0000-562-06	Office Supplies 10/5/85 GA
Allocations:	\$0.68	300-6835-0000-562-06	Office Supplies 10/5/85 GA
Allocations:	\$1.37	100-6835-0000-562-06	Office Supplies 10/5/85 GA
Allocations:	\$58.52	600-6835-0000-562-06	Office Supplies 10/5/85 GA
Allocations:	\$3.44	300-6835-0000-562-06	Office Supplies 10/5/85 GA
Allocations:	\$6.89	100-6835-0000-562-06	Office Supplies 10/5/85 GA

Payment Responsibilities:

Fund 000: \$0.00	Fund 100: \$307.74	Fund 300: \$153.87	Fund 600: \$3,078.44
Fund 700: \$0.00	Fund 803: \$0.00		

Payment#	Date	Check Total	Vendor ID	Vendor Name
031420	8/25/2023	\$24,067.50	USGEO	U.S. Geological Survey
Voucher:	048583	Invoice: 91085148	Date: 7/12/2023	Water Data Collection
		Allocations: \$19,735.35	600-6270-0143-511	CS-Ops-Stream Flow Measurement-SSO
		Allocations: \$4,332.15	300-6270-0143-511	CS Ops-Stream Flow Measurement-SSO
				Doc Amt: \$24,067.50

Payment Responsibilities:

Fund 000: \$0.00	Fund 100: \$0.00	Fund 300: \$4,332.15	Fund 600: \$19,735.35
Fund 700: \$0.00	Fund 803: \$0.00		

Payment#	Date	Check Total	Vendor ID	Vendor Name
031421	8/25/2023	\$361.13	WRIIN	Wright Bros Industrial Supply
Voucher:	048553	Invoice: 277981	Date: 8/21/2023	Welding Supplies
		Allocations: \$90.01	600-6320-0000-542	Supplies-TM
				Doc Amt: \$90.01
Voucher:	048560	Invoice: 277156	Date: 7/20/2023	Welding Supplies
		Allocations: \$215.45	600-6320-0000-542	Supplies-TM
				Doc Amt: \$215.45
Voucher:	048561	Invoice: 277525	Date: 8/2/2023	Welding Supplies
		Allocations: \$55.67	600-6320-0000-562	Supplies-GA
				Doc Amt: \$55.67

Payment Responsibilities:

Fund 000: \$0.00	Fund 100: \$0.00	Fund 300: \$0.00	Fund 600: \$361.13
Fund 700: \$0.00	Fund 803: \$0.00		

Payment#	Date	Check Total	Vendor ID	Vendor Name
031422	8/25/2023	\$710.70	WRIWE	Wright Bros Welding
Voucher:	048562	Invoice: 54665	Date: 7/14/2023	Welding Services
		Allocations: \$710.70	600-6275-0000-542	CS-Maintenance-TM
				Doc Amt: \$710.70

Payment Responsibilities:

Fund 000: \$0.00	Fund 100: \$0.00	Fund 300: \$0.00	Fund 600: \$710.70
Fund 700: \$0.00	Fund 803: \$0.00		

Payment#	Date	Check Total	Vendor ID	Vendor Name			
031423	8/25/2023	\$1,275.00	ZEIAL	Alan Zeisbrich			
Voucher:	048584	Invoice:	7-2023	Date:	8/1/2023	Contract Services	Doc Amt: \$1,275.00
		Allocations:	\$117.50	300-6270-0000-511		CS-Operations-SS0	
		Allocations:	\$1,057.50	600-6270-0000-541		CS-Operations-TO	
		Allocations:	\$50.00	600-6270-0602-531		CS Operations - Lessalt WTP	
		Allocations:	\$50.00	600-6270-0603-531		CS Operations - West Hills WTP	

Payment Responsibilities:

Fund 000: \$0.00	Fund 100: \$0.00	Fund 300: \$117.50	Fund 600: \$1,157.50
Fund 700: \$0.00	Fund 803: \$0.00		

Report Totals, Payment Fund Responsibilities

Fund 000: \$0.00	Fund 100: \$3,887.52	Fund 300: \$6,352.06	Fund 600: \$1,178,702.51
Fund 700: \$791.00	Fund 803: \$5,033.02		

Fund 100 = District Administration
 Fund 300 = Zone 3
 Fund 600 = Zone 6
 Fund 700 = Zone GSA
 Fund 803 = Zone WRA

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3,887.52+
 6,352.06+
 1,178,702.51+
 791.00+
 5,033.02+
 1,194,766.11*

**San Benito County Water District
Agenda Transmittal**

Agenda Item: 3

Meeting Date: August 30, 2023

Submitted By: Joyce Machado

Presented By: Steve Wittry

Agenda Title: Acknowledgement of Paid Claims prior to the August 2023 Board Meeting

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

Payee	Check No.	Amount	For	Issued Date	Due Date
San Luis & Delta-Mendota WA	Wire Transfer	\$29,172.96	WY 2023 – SJRECWA Transfer – Ag June 2023	7/28/23	8/1/23
San Luis & Delta-Mendota WA	Wire Transfer	\$133,751.00	B.F. Sisk Dam Raise & Expansion Cash Call	7/28/23	8/16/23
Zion's Bancorporation	Wire Transfer	\$25,886.30	USBR In Basin Capital Bond – Interest only	7/28/23	8/1/23
Webster Bank	Wire Transfer	\$207,398.00	CalPERS UAL Bond - Principal & Interest	7/28/23	8/1/23

Financial Impact: _____X_____ Yes _____ No

Funding Source/ Recap:

Fiscal Year Budget as approved

Material Included for Information/Consideration:

Copy of check requests

Copy of payment stubs

Copy of Board Claims Memo

Copy of Board Claims Check Register

Copy of wire transfer request

Action Required: _____ Resolution _____X_____ Motion _____ Review

Board Action

_____ Resolution No. _____ Motion By _____ Second By _____

Ayes _____ Abstained _____

Noes _____ Absent _____

Reagendized _____ Date _____ No Action Taken _____

Release date 7/28/2023

Vendor	Invoice Date	Invoice no.	Description	GL Account no.	Amount	Due Date
San Luis Delta Mendota Water Authority	7/11/2023	MH356	Water Year 2023 - SJRECWA Transfer - Ag June 2023	600-5600-0000-513-07	\$ 29,172.96	8/1/2023
				<i>Total wire transfer</i>	\$ 29,172.96	
San Luis Delta Mendota Water Authority	7/17/2023	INVWA0900	B.F. Sisk Dam Raise & Expansion Cash Call	600-1351-8129-151-02	\$ 133,751.00	8/16/2023
				<i>Total wire transfer</i>	\$ 133,751.00	

Daily wire activity total	\$ 162,923.96
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Cinda P.

$$\begin{array}{r} 7 \overline{) 2723} \end{array}$$

George Machado

7/27/23

James Machado
7/27/23



Agenda

Item

4



Fiscal Year 2023 On-Call Contract Activity Report
Todd Groundwater - *Groundwater Management & Evaluation
Board Meeting 8/30/23

NOTE: NO ADDITIONAL TASK ORDERS WERE EXECUTED AS OF THIS MEETING'S REPORTING DEADLINE

[illegible]

*SBCW/D Board approved 10.26.22, Contract #TODDGW-2022 OC

****1-year term expires 11.3.23, with option of 2 additional years (total of 3 years NTE \$750,000)**

**San Benito County Water District
Agenda Transmittal**

Agenda Item: 5

Meeting Date: August 30, 2023

Submitted By: Rob Hillebrecht

Presented By: Rob Hillebrecht

Agenda Title:

Consider Approval of Resolution Awarding a Construction Contract in the Amount of \$521,061.00 to Unified Field Services Corp. for Industrial Coating Phase II (Categorically Exempt from CEQA per California Code of Regulations Title 14 Section 15301).

Detailed Description:

The Industrial Coating Phase II project is a continuation of the coating maintenance program which was initiated in fiscal year 2022/2023. Protective coating is critical for the prevention of corrosion and damage to ensure the long-term life of the infrastructure. The original coatings were applied nearly 40 years ago have degraded to a point where they no longer provide meaningful corrosion protection. Phase II of the program will address the following eleven sites:

Base Bid Sites

Subsystem 2 & 3 Turnout
Subsystem 4 Turnout
Subsystem 7 Turnout
Pump Station 9H
Subsystem 10 Turnout
Flow Control 2

Additive Bid Sites

Subsystem 1 Turnout
Subsystem 1A Turnout
Tres Pinos Perc
San Benito River Perc
Evacuation Structure

In order to ensure sufficient funding was available for the project, staff prepared plans and specifications with a 'base' bid for the project and several additive alternatives that could be awarded if bids for the work were favorable.

Five (5) bids were received and publicly opened at the SBCWD office on August 2, 2023 at 2:00 PM with the following results:

Bidder	Base Bid	Additive Bid	Total
Unified Field Services Corp.	\$368,337	\$152,724	\$521,061
FD Thomas Inc.	\$424,847	\$265,750	\$690,597
Paso Robles Tank Inc.	\$510,083	\$710,768	\$1,220,851
Primal Paint Inc.	\$540,000	\$325,200	\$865,200
Capital Industrial Coatings Inc.	\$548,700	\$873,600	\$1,422,300

Staff has reviewed the bids submitted and finds that they are all responsive and responsible. Further staff finds that the low bid was submitted by Unified Field Services Corp. of xxxx. Staff recommends awarding all the Additive Bid Sites as there are sufficient budgeted CIP funds for the full scope of work and construction inspection services.

The project is anticipated to commence in early October 2023 and, barring weather delays, will be completed by late May 2024. The sites will remain fully operational throughout the coating project, but critical facilities such as the subsystem turnouts, will be prioritized during the winter months with lower system demand. Contract compliance and inspection services for this work will be considered under a separate agenda item.

Staff recommends the approval of the attached resolution to:

1. Approve the plans and specifications for the Industrial Coating Phase II which are available in the office of the Deputy District Engineer, and grants the General Manager/District Engineer or his designee the authority to approve all amendments and addenda thereto as necessary to adjust for conditions in the field;
2. Accepts all responsive and responsible bids;
3. Awards a construction contract for the Base Bid and all Additive Bid Items to the lowest responsive and responsible bidder, Unified Field Services Corp., in the amount of \$521,061;
4. Authorize the General Manager, or his designee, to execute the contract upon receipt of information required by the Project plans and specifications;
5. Authorize staff to expend up to an additional 10% for unforeseen construction contingencies for the timely completion of the project.

Financial Impact: X Yes No

Total Project Construction Estimate:

Construction Contract (Base Bid and Additive Bid)	\$521,061
Construction Contingency (10%)	\$ 52,106
<i>Total Project Construction Estimate (This Authorization)</i>	<i>\$573,167</i>

Inspection Contract with CSI (Not this Authorization)	\$174,240
<i>Total Contract Cost (Construction and Inspection)</i>	<i>\$747,407</i>

Funding Source/ Recap:

600-6275-0939-542-02 – Industrial Coating Project Capital Project

The Fiscal Year 2023/2024 Budget allocated \$750,000 to this account for contract services associated with the implementation of the Industrial Coating Phase II project.

The project consists of the repair and maintenance of existing public facilities and equipment involving no expansion of existing use. It is therefore categorically exempt from CEQA per California Code of Regulations Title 14 Section 15301.

1. Draft Resolution
2. Contract

Staff recommends the Board approve Resolution

Board Action

Reagendized	Date	No Action Taken
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RESOLUTION NO. 2023-19

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE SAN BENITO COUNTY WATER DISTRICT
AWARDING A CONSTRUCTION CONTRACT
IN THE AMOUNT OF \$521,061 TO
UNIFIED FIELD SERVICE CORP.
FOR INDUSTRIAL COATING PHASE II**

WHEREAS, on the 2nd day of August 2023, at 2:00 pm, San Benito County Water District received five (5) bids for the Industrial Coating Phase II (Project);

WHEREAS, Unified Field Services Corp., FD Thomas Inc., Paso Robles Tank Inc., Primal Paint Inc., and Capital Industrial Coatings LLC submitted responsive and responsible bids for the Project;

WHEREAS, Unified Field Services Corp. submitted the lowest responsive and responsible Base Bid in the amount of \$368,337 with Additive Bid amount of \$152,724 for a total of \$521,061;

WHEREAS, sufficient funds are available in the budgeted CIP account to complete the full Project inclusive of all Additive Bid Items;

WHEREAS, the plans and specifications for the project were available for review prior to approval in the office of the Deputy District Engineer;

WHEREAS, the Project qualifies as Categorically Exempt from CEQA per California Code of Regulations Title 14 Section 15301;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Benito County Water District:

1. Approves the plans and specifications for the Industrial Coating Phase II which are available in the office of the Deputy District Engineer, and grants the General Manager/District Engineer or his designee the authority to approve all amendments and addenda thereto as necessary to adjust for conditions in the field;
2. Accepts all responsive and responsible bids;
3. Awards a construction contract for the Base Bid and all Additive Bid Items to the lowest responsive and responsible bidder, Unified Field Services Corp., in the amount of \$521,061;
4. Authorize the General Manager, or his designee, to execute the contract upon receipt of information required by the Project plans and specifications;
5. Authorize staff to expend up to an additional 10% for unforeseen construction contingencies for the timely completion of the project.

~~DRAFT—DRAFT---DRAFT---DRAFT---DRAFT---DRAFT---DRAFT---DRAFT~~

PASSED AND ADOPTED by the Board of Directors of the San Benito County Water District this 30th of August, 2023, by the following vote:

AYES: DIRECTORS:

NOES: DIRECTORS:

ABSTAIN: DIRECTORS:

ABSENT: DIRECTORS:

*(Signature of presiding Board member
Attested by Board Secretary
Resolution #2023-19)*

Sonny Flores
President

ATTEST:

Barbara L. Mauro
Board Secretary

AGREEMENT

Industrial Coating Services – Phase II

This Agreement is made this ____ day of _____, 20__, between the San Benito County Water District ("SBCWD") and Unified Field Services Corp. ("Contractor") for performance of the following public work of improvement Industrial Coating Service – Phase II (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. SBCWD is seeking a qualified painting contractor to prepare and re-coat 10 to 17 below and above ground industrial facilities at 6 to 11 locations. These facilities contain piping, valves, pumps, tanks, electrical enclosures, and other related equipment and fittings. The facilities are distributed throughout the SBCWD service area.
2. SITE AND WORK CONDITIONS: As mentioned previously, these sites are both above and below ground.

Below ground sites vary in depth from approximately 10-20 feet. The below ground sites are concrete vaults with limited access from above and will require following confined space entry practices and procedures. Most below grade vaults have approximately 225 square feet of floor area, however some are larger. A drawing of the dimensions and configuration of a typical vault is contained in the Technical Specifications.

Above ground facilities (pump stations) consist of above ground piping, pumps, valves, large electrical enclosures, and horizontal steel tanks.

Facilities are located throughout the SBCWD service area (San Benito County) adjacent to public roads, in open fields, and along SBCWD rights of way. Access is often restricted and staging and lay down areas are generally limited.

Work sites are "remote" and do not have bathroom facilities, or potable water service. The Contractor will be responsible for providing all necessary work site facilities in the form of portable toilets, potable water for personal hygiene, trash receptacles, etc. There is limited availability of 120-volt electrical service.

3. EXISTING COATINGS: Most facilities have the original coatings in place. Originally coated in the mid 1980's, these coatings are known to contain lead. An initial investigation and report describing the lead content of coatings sampled and tested is attached to the Technical Specifications in Section 4, Appendix. Based on the findings of the Lead-Based Paint Survey Report, The Contractor is responsible for proposing an appropriate mitigation plan and approach to work as part of their bid. The bidder is responsible for proposing coating systems compatible with the identified approach to work and suitable for the intended service.

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.
- 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 of 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
- Bid Schedule
- 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 Five Hundred Twenty One Thousand Sixty One Dollars (\$521,061.00) (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 Two Hundred-Forty (240) calendar days following SBCWD's issuance of the Notice to Proceed (the "Contract Time"). Project completion is defined as full completion of Scope regarding site preparation, coating, re-activation of any assets taken out of service, and site cleanup with District approval.

B. 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.

C. 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.

D. 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.

E. 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.

F. 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:

Email: rhillebrecht@sbcwd.com

Attn: Rob Hillebrecht

CONTRACTOR:

Email: chad_johnson@ufsc.us

Attn: Chad Johnson

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)

**San Benito County Water District
Agenda Transmittal**

Agenda Item: 6

Meeting Date: August 30, 2023

Submitted By: Rob Hillebrecht

Presented By: Rob Hillebrecht

Agenda Title:

Consider Approval of a Professional Services Contract in the Amount Not to Exceed \$174,240 with CSI Services Inc. for Inspection Services for Industrial Coating Phase II and Authorize the General Manager to Sign the Contract (Categorically Exempt from CEQA per California Code of Regulations Title 14 Section 15309)

Detailed Description:

A Construction Contract for the Industrial Coating Phase II project is being presented at the August 30, 2023, Regular Board Meeting for approval and award. Quality inspection is critical to ensure that the coating project materials, application methods, and final product installed meets all the specifications and requirements detailed in the project Plans and Specifications. Due to the specialized nature of the work, District staff does not have the experience or expertise to effectively inspect for this project.

CSI provided a not-to-exceed proposal of \$174,240 for inspection services for the entire Industrial Coating Phase II project. Staff has reviewed the details of the proposal to verify that CSI is qualified and experienced in industrial coating inspection, testing, and recording. The proposal is based on providing full-time onsite inspections for the entire construction contract time allowance of 240 calendar days. CSI shall ensure that the materials and methods used, strictly follow all the contract and manufacturer requirements and specifications. They shall provide daily reports to the District detailing all work conducted and the results of all testing.

Financial Impact: _____ X _____ Yes _____ No

The Professional Service Contract would authorize a not-to-exceed cost of \$174,240 for daily onsite inspections of the Industrial Coating Phase II project. However, invoicing would be solely based on actual time incurred. SBCWD staff will determine the frequency of inspections to ensure cost effectiveness.

Total Project Contracts Estimate:

Construction Contract (Base Bid and Additive Bid)	\$521,061
<u>Construction Contingency (10%)</u>	<u>\$ 52,106</u>
<i>Total Project Construction Estimate (considered under alternative action) \$573,167</i>	

<u>Inspection Contract with CSI (This Authorization)</u>	<u>\$174,240</u>
<i>Total Contract Cost (Construction Inspection)</i>	<i>\$747,407</i>

Funding Source/ Recap:

600-6275-0939-542-02 – Industrial Coating Project Capital Project

The Fiscal Year 2023/2024 Budget allocated \$750,000 to this account for contract services associated with the implementation of the Industrial Coating Phase II project.

Environmental Determination:

The Professional Services Contract consists solely of inspection to check the performance of an operation. It is therefore categorically exempt from CEQA per California Code of Regulations Title 14 Section 15309.

Materials Included for Information/Consideration:

1. Contract
2. CSI Services Proposal

Recommendation:

Staff recommends the Board approve a Professional Services Contract in the Amount Not to Exceed \$174,240 with CSI Services Inc. for Inspection Services for Industrial Coating Phase II and Authorize the General Manager to Sign the Contract.

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 ____ day of _____, 2023, by and between the San Benito County Water District, ("District,") and CSI Services Inc, ("Consultant").

- 1. Description of Project:** District desires to undertake daily inspection and quality assurance of the work conducted concerning Industrial Coating Phase II ("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 "Proposal 3345 Coating Inspection Services Industrial Painting Services – Phase II" and shall complete said services in accordance with the 240 calendar days identified for project completion 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 "B" 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:** Consultant shall be compensated for services rendered to District pursuant to this Agreement periodically in the amounts, manner and in accordance with the Fee Schedule as set forth in EXHIBIT "A". 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 (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 required 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 "A" 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
 30 Mansfield Road
 Hollister, CA 95023

b. To Consultant: _____

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

Proposal 3345
Coating Inspection Services
Industrial Painting Services – Phase II



P. O. Box 371
Sonoma, CA 95467
Toll Free: 877.274.2422
www.CSIServices.biz

Providing Quality Technical Services to the Coating Industry

August 16, 2023

Via Email: rhillebrecht@sbcwd.com

Rob Hillebrecht, PE
Deputy District Engineer
San Benito County Water District
30 Mansfield Road
Hollister, CA 95024

Subject: Proposal 3345 – Coating Consulting Services

Re: Industrial Painting Services – Phase II

Dear Rob:

In response to your request, CSI Services, Inc. (CSI) is pleased to submit this proposal to provide coating quality assurance requirements on the above referenced project. We understand that primary focus of the assignment will be to verify that the quality of coating work on various facilities such as tanks, pumps, and piping is completed per the specified requirements. Our team routinely completes similar projects.

Thank you for this opportunity and should you have any questions or comments, I can be reached through e-mail at psweeney@CSIServices.biz or cell 661-478-8900.

Sincerely,
CSI Services, Inc.

A handwritten signature in blue ink that reads "Patrick Sweeney".

Patrick Sweeney
Project Manager

Hawaiian Office: PO Box 671 Aiea, HI 96701
Corporate Office: PO Box 801357, Santa Clarita, CA 91380

Coating Specialists and Inspection Services, Inc.

Consulting

Evaluations

Tank Diving

Inspection



CSI Services, Inc.
P. O. Box 371 Sonoma, CA 95467
877.274.2422

Proposal 3345
Coating Inspection Services
Industrial Painting Services – Phase II



Prepared for:

Rob Hillebrecht, PE
Deputy District Engineer
San Benito County Water District
30 Mansfield Road
Hollister, CA 95024

Prepared by:

CSI Services, Inc.

Patrick Sweeney
Patrick Sweeney
Project Manager

August 16, 2023

Hawaiian Office: PO Box 671 Aiea, HI 96701
Corporate Office: PO Box 801357, Santa Clarita, CA 91380
Coating Specialists and Inspection Services, Inc.

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Attachments

Bagheri CV Inspector
Morad CV Inspector
Sweeney CV Project Manager
SSPC QP5 Certification



Discussion

The goal of this proposal is to provide specialty coating inspection services to support the Industrial Painting Services – Phase II Project for the San Benito County Water District. These services will include quality assurance inspection during the coating. The staff of CSI has extensive experience with this scope and has successfully completed hundreds of similar projects over the last few years. This project requires a team that not only has extensive facility coating inspection experience, but also has the ability to take the quality of inspection to a 100 percent customer satisfaction level. CSI strives to continually meet this internal benchmark. After all, it is your project, but it is our reputation. We welcome the opportunity to fully express our expertise in providing these services through an interview process.

Qualifications of Firm

CSI is a corporation formed in 2004 that provides services as a consulting engineering firm specializing in protective coatings and linings with specific expertise in water storage tank projects. The management team, with more than 60 years of combined coating expertise is committed to the timely and ethical delivery of its services.

CSI provides comprehensive consulting services including failure analysis, laboratory testing, expert witness, maintenance and corrosion assessment (dry and underwater), coating system evaluations, technical specifications, and in-process inspection of surface preparation and coating/lining applications. CSI also has an in-house water storage tank diving division that completes over 100 water tank dives per year. CSI is a completely independent firm enabling the delivery of totally unbiased services to owners and all members of the coating and corrosion prevention community.

The firm is financially strong with no conditions such as disputes or litigation that would impede our ability to complete the project. CSI has more coating inspectors than any other third-party firm in the state of California and Hawaii and this staffing includes more than 35 inspectors having NACE and/or SSPC coating inspection certifications. This staffing allows us to place specifically highly qualified inspectors onto unique projects, such as this comprehensive assignment.

Further, CSI is proud of its certification as an SSPC QP-5 Coating Inspection Firm. Equivalent to the ISO 17020 certification (ISO 9001), the QP-5 certification recognizes firms for their high level of technical strength, internal quality control program, financial stability, safety record, and ability to provide quality services over a long period of time. The QP-5 has been adopted as a requirement by many large owners such as the U.S. Department of Defense, Army Corp of Engineers, and many state governments as a means of prequalifying firms for inspection on their coating projects. We offer this QP-5 recognition as a third-party means of verifying the quality and abilities of our firm. The QP5 program requires our staff to continually seek to improve on the services that we deliver.

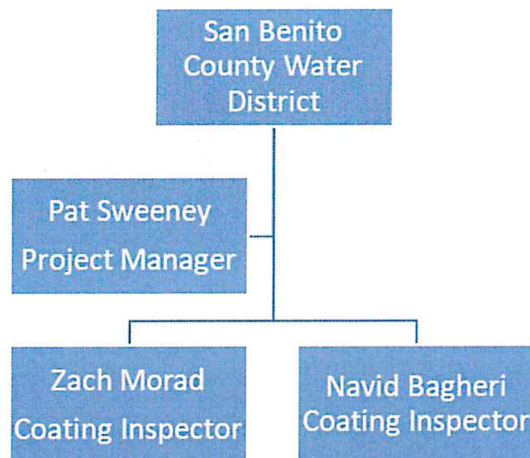


As an example, we have now implemented a proprietary software App called SpecCheck™ that provides our managers and inspectors an automated means of assuring the electronic reporting, delivery, and archiving of our inspection reports. The App is unique to any other in that it not only provides a library of all project documents, but it also has an internal quality control mechanism that assures that field verifications are correct, *in real time*. It also gives management an excellent tool to better control all aspects of our inspection projects.

Safety is always our top priority. In addition to the safety requirements of our SSPC-QP5 certification, we are also monitored by four different safety compliance organizations: SSPC, Avetta, BROWZ, and ISNetwork. Each of these organizations provide independent safety compliance programs that continually monitor the implementation of our extensive safety programs. This safety approach is a requirement of many large owners, notably those with projects in refineries and underground. We are routinely audited by both SSPC and ISNetwork in the office and field.

Qualifications of Project Team

It is important for a quality inspection team to understand various tank attributes and testing procedures, but the mark of a good tank inspection team is its ability to foresee problems and remedy them before concerns become reality. This is where the value of our proposed team can provide superior assessment and inspection services to this project. An organizational chart of our proposed team follows:



CSI will complete this assignment using a team approach. Mr. Patrick Sweeney will act as Project Manager throughout the entire contract. His personal inspection experience, as well as his history of managing over 1000 inspection projects will provide unsurpassed support and organization to not only the CSI inspector, but also to the project. Mr. Sweeney routinely manages tank coating inspection projects. Mr. Sweeney is certified by both NACE International and SSPC as a Level III Coating Inspector. He is also an SSPC Certified Master Coating Inspector (MCI) and Protective Coating Specialist (PCS) with 30 years of coating inspection experience. He also reviews submittals, completes corrosion surveys, performs



failure analysis, and develops specifications. Additionally, Mr. Sweeney's expertise with coating inspection has been recognized by both NACE and SSPC where he is on different technical committees and is an instructor for both organization's coating inspector training and certification programs. He has instructed over 1000 coating inspectors in formal classroom settings. He is also involved in many different AWWA, NACE, and SSPC technical committees. As an example, he is one of active authors on the AWWA national committee to rewrite and reissue D101 AWWA "Recommended Practice for Inspecting and Repairing...Tanks for Water Storage." These activities allow Mr. Sweeney to often act within the hub for ever-changing technological advances and standards, which routinely has been found to be beneficial to our clients. It is our intent to assign one of our very experienced coating inspectors to both the shop and field inspections duties. The quality of our inspectors and our control system is certified. Mr. Navid Bagheri and Mr. Zach Morad are probable inspectors.

Our team has worked together on projects of this same scope for over 15 years. As our many clients can attest, we take great measures to assure that owners receive a superior product. This allows us to take great pride in the service that we provide our clients. There is no greater means of measuring the qualification of an inspector, project manager, or firm than through its list of successfully completed projects with water storage tank owners. CSI is dedicated to meeting any schedule and our staffing will reflect our excellent reputation for responsive inspections. Our team has worked together on projects of this same scope for many years. As our many clients can attest, we take great measures to assure that owners receive a superior product. This allows us to take great pride in the service that we provide our clients. There is no greater means of measuring the qualification of an inspector, project manager, or firm than through its list of successfully completed projects with water storage tank owners. We welcome the opportunity to fully express our expertise in providing these services through an interview process, should it be deemed necessary. We have attached a reference list.

Quality Control/Quality Assurance Implementation

The services will be completed through the implementation of our Quality Control System (QCS). CSI developed and implements this QCS in order to document the company's best business practices, better satisfy the requirements and expectations of its customers, and improve the overall management and operations of the company. The management of CSI fully understands the importance of maintaining quality and control of all company activities and has made this a primary requirement of its business practices.

We developed a Quality Control Manual (QCM) that describes the QCS. The QCM acts as the center piece to our operations. The QCM provides the vision and strategic direction of our firm and establishes quality objectives. It delineates authorities, inter-relationships, and responsibilities of the personnel responsible for performing within the system. The manual also provides procedures for all activities comprising the QCS to ensure that the company meets the highest quality and ethical standards required to meet its mission. The system assures that all personnel, equipment, verification procedures, internal documents, and deliverables are of the highest quality and in accordance with our QCM.



The QCM is used internally to guide the company's employees through the various tasks required that must be met and maintained in order to ensure customer satisfaction, and its goal of providing and maintaining a 100 percent customer satisfaction rating. The system also provides the necessary instructions that create an empowered work force.

The foundation for maintaining the quality of our services is the quality of our personnel. The quality of our personnel is maintained from initiation into the CSI Services culture through to medical surveillance, ranking, training, incentives, and continuous company support. New employees are medically and technically tested and ranked to assure that their abilities and qualifications meet our system requirements. Medical surveillance may include aspects such as vision (i.e. distance visual acuity, color perception), respiratory abilities, drug testing, and blood lead levels. All existing employees are periodically reviewed for performance and ranked for qualifications.

Equipment is routinely evaluated for proper use and calibration by the field inspector, which is QA verified periodically by the Inspection Supervisor. The scope of work for each project is well defined and the product of our services (daily inspection reports) is routinely reviewed by supervisory personnel.

Any deficiencies noted internally or in the form of outside comments are reviewed by the General Manager. All deficiencies or comments are investigated to a proper resolution. Should the resolution involve the development of a new policy, this policy is immediately published and relayed for understanding to all employees.

All aspects of the above program are audited internally through in-house quality assurance procedures, as well as from more than one outside third-party organization that visit our offices and field assignments to verify the implementation of our programs.

With the emphasis on the quality that our firm instills, CSI will provide technical as-needed consulting assistance and qualified personnel at pre-job conferences, throughout the progress of projects up to and including final acceptances. These on-call services will deliver independent, professional, and thorough inspection and testing services. The team's engineers, technicians, inspectors will be fully trained for the technical and safety requirements, with calibrated instruments to meet the needs of each assigned task.

CSI will utilize our in-house App called *SpecCheck*™ that provides our team an automated means of assuring the electronic reporting, delivery, and archiving of our inspection reports. The App is unique to any other in that it not only provides a library of all project documents, but it also has an internal quality control mechanism that assures that field verifications are correct, in real time. It also gives management an excellent tool to better control all aspects of the inspection project.

CSI has found that it can provide its clients the most versatile and technically competent quality assurance program through a team approach. This team of engineers, inspectors, and administrative support personnel allow us to provide an up-to-date, competent, and efficient service product.



Scope of Services

CSI will provide quality assurance inspection services during the coating work on the project. CSI will provide technical as-needed consulting assistance and qualified fully trained and equipped inspectors throughout the progress of the work up to and including final acceptance. CSI will provide an independent, professional, and thorough inspection. CSI will not take any responsibility for the safety of others. The CSI inspectors will verify that the Contractor meets all of the coating requirements of the specification.

CSI has found that it can provide its clients the most versatile and technically competent quality assurance program through a team approach. This team of engineers, inspectors, and administrative support personnel allow us to provide an up-to-date, competent, and efficient service product. The duty of this team approach is segmented into two tasks, which frequently overlap. Either the field inspector or the support personnel will complete the various tasks that may be required on this project. These two general segments of the team have been detailed below under two categories: Project Support Activities and Direct Field Inspection Activities.

Project Support Activities

1. CSI will participate in project start-up meetings, weekly job meetings, and any special interest meetings as required to discuss procedures, progress, problems, or outstanding issues.
2. CSI staff will provide any support to the project required to assure that all technical issues and concerns are properly corrected and/or addressed.

Direct Field Inspection Activities

1. The CSI inspector will ensure that the requirements of the Contract Specifications and manufacturer's technical data sheets for the various materials are strictly followed. PDCA P2-04, SSPC, NACE, and ASTM D3276 standard practices will be used a guideline for proper procedures, where not called out in the specification or manufacturer's written PDS's.
2. The CSI inspector will ensure that the requirements of the Contract Specifications and manufacturer's technical data sheets for the various materials are strictly followed. ASTM D3276 will be used a guideline for proper procedures. It is not the intent of our cost proposal to provide a safety inspector to this project. However, CSI will verify that the Contractor is following their approved safety plan submitted to the City.
3. Verifications of the contractor's compliance with the specifications will be accomplished by performing the following tasks as necessary, with the appropriate calibrated instruments for each:



-
- a. Condition of Surfaces Prior to Preparation – The CSI inspector will inspect the surfaces to be prepared to assure that grease and oil have been removed, and sharp edges are removed as specified. NACE Standard RP0178 will be used as acceptance criteria where areas are of concern.
 - b. Compressed Air Cleanliness – The CSI inspector will check the air quality when production includes abrasive blast cleaning or substrate blow-down procedures. This will be accomplished in accordance ASTM D4285.
 - c. Ambient Conditions – The CSI inspector will monitor ambient conditions in accordance with ASTM E337 to assure that final blast cleaning and coating application operations are not completed outside the specified requirements.
 - d. Surface Preparation – The CSI inspector will examine the abrasive and equipment used for surface preparation for adequacy to do the work, as specified. Equipment pressures will be monitored. The inspector will verify proper storage and size of abrasives, and that the proper degree of cleaning and surface profile or scarification is achieved.
 - e. Coating Preparation and Mixing – The CSI inspector will observe the mixing of coatings to assure that all components are added and proportioned correctly and that any induction times are maintained. The inspector will verify that any materials used are approved and that they are not used when the pot or shelf lives have been exceeded.
 - f. Coating Application – The CSI inspector will examine the application equipment for cleanliness and adequacy to do the work. The inspector will observe application techniques to assure proper coverage without detrimental runs, pinholes, or other visually evident deficiencies. The inspector will make spot checks of the wet film thickness in accordance with ASTM D4414 so that adjustments to the amount of material being applied can be made at the time of application to minimize the amount of rework after the coating has dried.
 - g. Dry Film Thickness – The CSI inspector will measure the dry film thickness of each coat to assure that it complies with the specification requirements and manufacturers' instructions. Film thickness will be monitored using a Type II film gage in accordance with ASTM D1186, SSPC-PA2, or as required (i.e. every 100SqFt).
 - h. Holiday Detection – CSI will witness holiday detection and confirm performance of 100 percent holiday detection in accordance with NACE International's "Recommended Practice for Discontinuity (Holiday) Testing of Protective Coatings," (RP 0188-99), AWWA D102, and the specified requirements.



- i. Cure Evaluation – The CSI inspector will evaluate the final cure of the applied lining in accordance with the Manufacturer's recommended procedures, and or ASTM D5402, as required.
 - j. Final Inspection – The CSI inspector will perform a final inspection to evaluate the Contractor's final product. This will verify that the final visual appearance (SSPC PA1), dry film thickness readings, holiday detection, cure testing, and so forth meet the project requirements.
4. Documentation - The CSI inspector will use daily reports to clearly document the coating operations and occurrences to verify compliance with Contract documents. At a minimum, the verifications noted above will be recorded. CSI will utilize our in-house App called SpecCheck™ that provides our inspector an automated means of assuring the electronic reporting, delivery, and archiving of our inspection reports. The App is unique to any other in that it not only provides a library of all project documents, but it also has an internal quality control mechanism that assures that field verifications are correct, in real time. It also gives management an excellent tool to better control all aspects of the inspection project. Reports can be delivered the next day, or earlier if required.



Fee Schedule

CSI proposes to provide the inspections on a time and materials basis and in accordance with our terms and conditions. It is understood that prevailing wage payments are required for the field aspects of the project. Our CA DIR Number is 10000110187. The fees to complete the Scope of Services above follow:

Project Manager..... No Charge

Coating Inspector

Labor (half day minimum)..... \$ 1,056.00/day
Overtime..... \$ 145.50/hour

The above fees are inclusive of expenses, including travel and subsistence.

No fees will be charged for Project Management or Administrative tasks required to support the project.

We understand that Industrial Painting Services – Phase II project is scheduled to require up to 162 days of inspection. Adding in some contingency, the total cost of inspection should not exceed \$174,240.00. We would only invoice for the actual time incurred.



Navid Bagheri Inspector



Professional Certifications

NACE International Certified
Level 3 Coatings Inspector
Certificate #49807



SSPC QP5 Level 3
Coating Inspector



Safety Certifications

- Fall Protection
- H₂S Entry
- CPR/First Aid
- Confined Space
- Respiratory Protection
- Lead-Abatement

Professional Affiliations

SSPC: The Society of
Protective Coatings

NACE International

American Waterworks
Association

Mr. Bagheri is an industrial coating inspector for over 10 years. He has been intimately involved in numerous coatings projects involving both concrete and steel structures for many utilities, agencies, and owners. This experience includes storage tanks, pipelines, and structural steel for the water, wastewater, and petrochemical industries.

His experience as a coating inspector includes work with inorganic zincs, epoxies, coal-tar enamels, coal-tar cut-back's, vinyls, urethanes, alkyds, acrylics, vinyl esters, PVC linings, and numerous other generic types of coatings that include 100% solids by volume thick film materials. His experience includes surface preparation techniques that include powertool cleaning, abrasive blasting, hydroblasting, and acid etching in both shop and field operations on substrates that include steel, concrete, aluminum, masonry, and others. This experience includes operations involving airless, conventional, and plural component.

He also has extensive experience with coating inspection instrumentation including pull-off adhesion testers, ultrasonic gages, moisture meters, holiday detectors, hardness gages, pH measuring instrumentation, volt-meter and various reference cells. He is intimately familiar with numerous NACE, SSPC, and ASTM standard test practices. A partial listing of coating and lining projects that he has worked follow:

- City of San Jose - 3MG Storage Tank
- San Jose Water Company – 13MG Dow Water Storage Tank
- Purissima Hills Water District – Numerous Water Tanks
- Amador Water Agency - Water Treatment Structures and Tank
- Arizona Water Company – Numerous Water Tanks
- Castaic Lake Water Agency – Numerous Water Tanks
- Fort Irwin Base – Water Treatment Plant and Tanks
- City of Glendora – Water Storage Tanks
- Disneyland Resort - 4 Rehabilitation Projects
- DPR Construction - Coating Failure Analysis
- Eastern Municipal Water District – 6 Water Tanks
- Federal Solutions Group - Alcatraz Island Water Tower
- City of West Sacramento - Water Storage Tank
- Loprest Water Treatment - Water Storage Tank
- Mariposa Public Utility District - Water Reservoir
- City of Pleasanton – Numerous Water Tanks
- Pro-Finish Painting - U.S. Coast Guard Cutter
- Aerojet Rocketdyne Tank 30015 Relining Project
- Honolulu Airport - Numerous Large Capacity Steel Storage Tanks

List of additional projects available upon request

Corporate Office • P.O. Box 801357 Santa Clarita California 91380 • 877.274.2422

Hawaiian Office • P.O. Box 671, Aiea, HI 96701

Northern California Office • P.O. Box 371, Sonoma, CA 95476

<http://www.CSIServices.biz>



Zachary Morad Inspector



Professional Certifications

NACE International Certified
Level 3 Coatings Inspector
Certificate #55023



SSPC QP5 Level 3
Coating Inspector



Association of Diving
Contractors (ADC) Certified
Commercial Air Dive Supervisor
#48389

Safety Certifications

- Fall Protection
- H₂S Entry
- CPR/First Aid
- Confined Space
- Respiratory Protection
- Lead-Abatement

Professional Affiliations

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NACE International

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Association

Mr. Morad is an industrial coating inspector with over 15 year of experience. He has been intimately involved in numerous coatings projects involving both concrete and steel structures for many utilities, agencies, and owners. This experience primarily includes work on storage tanks, pipelines, and structural steel for the water, wastewater, and petrochemical industries.

Mr. Morad's experience as a coating inspector includes work with inorganic zincs, epoxies, coal-tar enamels, coal-tar cut-back's, vinyls, urethanes, alkyds, acrylics, vinyl esters, PVC linings, and numerous other generic types of coatings that include 100% solids by volume thick film materials. His experience includes surface preparation techniques that include powertool cleaning, abrasive blasting, hydroblasting, and acid etching in both shop and field operations on substrates that include steel, concrete, aluminum, masonry, and others. This experience includes operations involving airless, conventional, and plural component.

Mr. Morad also has extensive experience with coating inspection instrumentation including pull-off adhesion testers, ultrasonic gages, moisture meters, holiday detectors, hardness gages, pH measuring instrumentation, volt meter and various reference cells. He is intimately familiar with numerous NACE, SSPC, and ASTM standard test practices. A partial listing of various coating and lining projects that he has worked follow:

- Sacramento Rapid Transit Coating Projects
- Stanford Children's Hospital - Tank Project
- USAF EMAS Construction Project
- McChord AFB Tank Project
- C-40 Aircraft Hanger Naval Air Station, Whidbey Island Project
- Elk Grove Water District - Multi Tank Projects
- Eastern Municipal Water District - 5 Water Tank Project
- Ramona Municipal Water District - Snows Treated Tank Project
- Aerojet Rocketdyne Tank 30015 Relining Project
- PG&E Poe Hydro Dam Coating Project
- AWC Vessel Coating Project
- Santa Clarita Valley Water District – Three Water Tank
- University of California, Davis – Two Water Storage Tanks
- City of Elk Grove, City Pool Coating Project
- U.S. Marine Corps Base, Barstow – Three Water Tanks
- City of Modesto, Water Tanks 2 and 5 Recoating Project
- City of Antioch, Desalination Project

List of additional projects available upon request

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Northern California Office • P.O. Box 371, Sonoma, CA 95476

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Patrick C. Sweeney – Curricular Vitae

Short-Form General



Education

Bachelor of Science Degree,
Industrial Technology
California State University at
Los Angeles

Certifications



SSPC – Certified Protective
Coatings Specialist
Certificate #887-792-1267



NACE International –
Certified Coatings Inspector
Level 3 #4324
Instructor for SSPC's PCI Program



SSPC – Certified Master Coating
Inspector (MCI) #10031
SSPC – Certified Protective
Coating Inspector (PCI) Level III
SSPC – Certified Concrete Coating
Inspector (CCI)
Instructor for SSPC's PCI Program
Instructor for SSPC's C-1
"Fundamentals of Coating on
Industrial Structures."
Instructor for SSPC's C-2
"Specifying and Managing
Protective Coatings Projects."
SSPC-C3 Certified Supervisor for
Deleading of Ind. Structures
SSPC-C7 Fundamentals of Dry
Abrasive Blast Cleaning

Federal Highway Admin./FHWA -
Certified Instructor "Bridge
Coatings Inspection" (13709).

Certified Linabond Copolymer
Inspector

Certified Ameron T-
Lock/Arrowlock Inspector

Professional Affiliations

AWWA (Past Chair Corrosion and
Tank... Maintenance Committees)

SSPC (SoCal /So Nev Chapter Chair)

NACE International (Channel
Islands Section Trustee)

Mr. Sweeney has worked for over 30 years as a coating inspector, coating expert/specialist, & project manager supporting the quality of coating or lining projects in water, wastewater, and other environments. He also manages CSI Services, a SSPC QP5 certified inspection firm. He has successfully completed over 3000 projects and routinely completes maintenance and corrosion surveys (both dry & underwater) and develops specifications. He has prepared over 600 Industrial specifications. A partial listing of projects that Mr. Sweeney has successfully completed follow:

Golden Gate Bridge North Viaduct Retrofit Project - Project Manager for both shop and field coating inspection for the Bridge's \$350,000,000 Seismic Retrofit and Repainting of the North Approach Bridge Viaduct Project.

Santa Clarita Valley Water Agency, Santa Clarita, CA - Project Manager during the maintenance of over 90 water storage tanks. These assignments included evaluations, engineering and design, and inspection services.

Los Angeles County Sanitation Districts - Project Manager for the lining of numerous reactor clarifiers, digester, plenum, outfalls, and junction structures, and manholes. He also tested or supervised the testing of over 4,000,000 Sq. Ft. of linings.

Eastern Municipal Water District, Riverside, CA - Project Manager during the maintenance of over 75 water storage tanks. These assignments included evaluations, engineering and design, and inspection services.

Metro Transit Authority - Provided services on the Red, Expo, Expo II, and Gold Subway Lines in Los Angeles CA. The project involved the inspection of failed coatings, providing expert opinion, and the reinspection of new applications.

U.S. Department of Defense - Project Manager during the coating & corrosion evaluation of over 300 steel, concrete, and plastic storage tanks located within 70 different military bases. Acted as Protective Coating Specialist on over 50 projects throughout US and Pacific Rim

Aloha Stadium, State of Hawaii - Project Manager during the three-year project involving the replacement of all structural steel coatings on the highly publicized project.

SSPC, NACE, and FHWA Certifications Programs

Mr. Sweeney has instructed over 1750 coating inspectors throughout the U.S. through these accredited weeklong courses.

Mr. Sweeney has also been intimately involved in projects for clients such as U.S. Navy, Army Corp of Engineers, Disney, SC Edison, NASA, Crystal Cruises, Union Pacific, PG&E, LA DWP, Chevron, Jet Propulsion Laboratory, ExxonMobil, Shell Oil, and others.

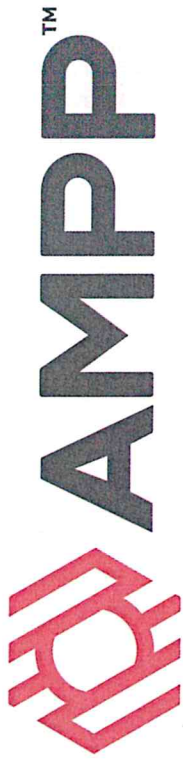
A more comprehensive CV of accomplishments and qualifications is available.

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Hawaiian Office • P.O. Box 671 Aiea, HI 96701

Northern California Office • P.O. Box 371, Sonoma, CA 95476

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CSI Services, Inc
of
Santa Clarita, CA

*has met or exceeded the requirements set forth in the
AMPP QP Accreditation Program for*

**COATING AND LINING INSPECTION
COMPANY ACCREDITATION
SSPC – QP 5**



Helena Sulinger
.....
Executive Director, AMPP

March 31, 2023 – March 31, 2024
.....
Validation Period

Accreditation for dates listed above to CSI Services Inc. Santa Clarita, CA
Owners are advised to contact qpinfo@ampp.org to verify authenticity of accreditation.
Corporate Headquarters: Houston – 15835 Park Ten Place, Houston, TX 77084
Pittsburgh – 800 Trumbull Drive, Pittsburgh, PA 15205

**San Benito County Water District
Agenda Transmittal**

Agenda Item:

7

Meeting Date: August 30, 2023

Submitted By: David Macdonald

Presented By: David Macdonald

Agenda Title: Hollister Aquifer Storage and Recovery Feasibility Exploratory Borehole – Consider Rejection of Bids on basis that bids exceed District’s budget for the work

Detailed Description:

San Benito County Water District (SBCWD) was awarded a Sustainable Groundwater Planning (SGWP) Grant by the State of California, Department of Water Resources (DWR) on December 17, 2018. This Grant paid for various tasks and goals required as part of the Sustainable Groundwater Management Act including the following: Groundwater Sustainability Plan, Annual Groundwater Reports for 2020 and 2021, SGMA website development, stakeholder engagement including meetings and workshops for the public, and installation of 6 deep and 5 shallow wells. After completing the scope identified in the grant, SBCWD negotiated with DWR to allow remaining funds to be used to perform managed aquifer recharge (MAR) study field work.

One task of the MAR study was to drill up to two exploratory borings to assess and refine potential recharge sites and identify aquifer zones for possible storage of “extra” water for future drought years. SBCWD sent out a notice inviting bids on July 21, 2023.

Bids were received and opened August 16, 2023 for the Hollister Aquifer Storage and Recovery Feasibility Boreholes. This plan identified 2 borehole locations, the base bid borehole is located south of the High School off of River Parkway. An additive alternative borehole location is next to the Police Station on Apollo Way.

On August 16th at 2:00 pm, 3 bids were received and publicly opened at the SBCWD office with the following results:

Bidder	Base Bid	Additive Bid	Total
Eaton Drilling Co., LLC	\$265,000	\$265,000	\$530,000
Gregg Drilling, LLC	\$345,000	\$345,000	\$690,000
Well Industries, Inc	\$382,900	\$366,900	\$749,800

All bids received were much higher than estimated. The engineers estimate for the project was \$210,000 for both sites.

The District Board has the option of rejecting all bids for the project. Staff recommends that the Board reject all bids at this time. Staff will 'value engineer' the project and eliminate the additive well with the expectation of reducing the cost of the project. Staff will resolicit proposals for the work in accordance with the District Act.

Prior Committee or Board Action: N/A

Materials Included:

None

Financial Impact: X Yes No

Funding Source/ Recap:

700-1351-0221-151-02 – SGMA – Groundwater Management Plan/Exploratory Boreholes

Recommendation:

Since all of the bids significantly exceeded the estimated costs, Staff recommends that the Board reject all bids received August 16, 2023 for Hollister Aquifer Storage and Recovery Feasibility Boreholes.

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
Agenda Transmittal**

Agenda Item: 8

Meeting Date: August 30, 2023

Submitted By: Joyce Machado

Presented By: Steve Wittry

Agenda Title: Staff Update on Investment Strategies

Detailed Description:

From May 2022 to January 2023 the SBCWD utilized various investment instruments in an attempt to maximize the return on investments of district funds. The District worked closely with Mark Kreymer from UnionBanc Investment Services to purchase the instruments. The portfolio consists of 17 investment securities with varying maturity dates. As the investments are reaching maturity, staff reached out to UnionBanc to review how our investments performed over the course of last year in relation to Local Agency Investment Fund (LAIF).

In general, by comparison to year's past, investments utilizing staff selection of instruments and completing the transactions through UnionBanc performed very well. However, as good as the return was, the District would have earned more return on its investment portfolio if it had utilized LAIF as the primary investment pool.

Portfolio Value	Retrospect (6/22-5/23)	UnionBanc	LAIF
\$50,861,500	Actual interest earned	\$931,000	
\$50,861,500	If invested in LAIF		\$1,207,603

Source Mark Kreymer UnionBanc

Staff also asked UnionBanc what could be expected in terms of investment interest, market conditions etc. in the upcoming year. The information provided by Mr. Kreymer suggested that it would likely be a similar investment environment and it is likely that LAIF investments would provide more return than would be expected through individual selection of investment instruments.

Portfolio Value	Projection (8/23-7/24)	UnionBanc EST. Interest	LAIF EST. Interest
\$50,861,500	From current securities	\$893,462.50*	
\$50,861,500	If invested in LAIF		\$1,685,331.26

Source Mark Kreymer UnionBanc

*Assumes no reinvestment upon maturity

Part of the reason for this is due to the fluctuations in the market. In simple terms, when the District invests through a third party such as UnionBanc, it is subject to a static yield based upon prevailing interest rates at the time of investment. Meaning, the District 'locks' its interest earnings in for a period of time utilizing these instruments with a 2-to-5-year maturity. After purchase, these investments in US Treasury Notes and Federal Home Loan securities (new issue callable agencies) remain earning the same interest level. By comparison, the interest rate earned by LAIF investments changes regularly, with daily compounding. Directly related to the first twelve months of investments with UnionBanc (June 2022 through May 2023), LAIF benefitted from rapidly rising rates that are reset daily or quarterly. In contrast, per Mark Kreymer, looking ahead if LAIF were to remain constant over the next year (or potentially fall due to easing interest rates), UnionBanc would likely outperform LAIF over the next 12 months.

The difference in yield between these two strategies (utilizing LAIF vs. UnionBanc) is that in order to maximize the return for the individual investments, you must be able to react quickly with UnionBanc and invest when one believes the market is at its peak. Success in this scenario occurs when one is able to lock in a higher interest rate just prior to market interest rates falling. If the interest rates rise after investment, there are 'losses' to what could have been earned.

Over the previous 12-16 months, we have experienced a volatile investment market that has seen several interest rate adjustments at the Federal level. This is the primary reason why LAIF 'outperformed' the UnionBanc investment strategy. In order to maximize potential return, District investments should be as flexible as possible to ensure that we capture the best interest possible. Therefore, at least for the next few months, staff is recommending the Board invest in LAIF rather than the open market.

Prior Committee or Board Action(s):

August 15, 2023 Investment Committee Meeting

Financial Impact: _____ Yes ☒ No

Funding Source/ Recap: N/A

Material Included for Information/Consideration: None

Recommendation: In discussions with the Investment Committee, staff recommends that we discuss updates to the investment strategy as part of the regularly scheduled quarterly meeting.

Action Required: _____ Resolution _____ Motion ☒ Review

Board Action

____ Resolution No. _____ Motion By _____ Second By _____

Ayes _____ Abstained _____

Noes _____ Absent _____

Reagendized _____ Date _____ No Action Taken _____