



Board Meeting Agenda

Russ Baggerly, Director
Mary Bergen, Director
Bill Hicks, Director

Pete Kaiser, Director
James Word, Director

CASITAS MUNICIPAL WATER DISTRICT

Meeting to be held at the
Casitas Board Room
Off the main lobby
1055 Ventura Ave.
Oak View, CA 93022
August 23, 2017 @ 3:00 P.M.

Right to be heard: Members of the public have a right to address the Board directly on any item of interest to the public which is within the subject matter jurisdiction of the Board. The request to be heard should be made immediately before the Board's consideration of the item. No action shall be taken on any item not appearing on the agenda unless the action is otherwise authorized by subdivision (b) of ¶54954.2 of the Government Code and except that members of a legislative body or its staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights under section 54954.3 of the Government Code.

1. Public comments (Items not on the agenda – three minute limit).
2. General Manager comments.
3. Board of Director comments.
4. Board of Director Verbal Reports on Meetings Attended.
5. Consent Agenda
 - a. Minutes from the August 9, 2017 meeting.
 - b. Recommend approval of a purchase order to Air Gas Inc. in the amount of \$23,155.54 for the purchase of a Miller Big Blue Pro Self-Contained Welder.
 - c. Recommend approval of the request to reverse the \$915 allocation penalty from Laughing Dog Ranch.
 - d. Recommend approval of the request to reverse the \$780 allocation penalty from Pacific Coast Management.

RECOMMENDED ACTION: Adopt Consent Agenda.

6. Review of District Accounts Payable Report for the Period of 8/03/17 - 8/17/17.

RECOMMENDED ACTION: Motion approving report.

7. Resolution awarding a contract to BSN Construction Inc. in the sum of \$40,914 for asphalt work project specification 17-395.

RECOMMENDED ACTION: Adopt Resolution

8. Recommendation to award a purchase order contract to Presentation Products Inc. dba Spinitar in the amount of \$51,604.54 for the design-build of the Board Room Audio Visual System.

RECOMMENDED ACTION: Motion approving recommendation

9. Recommendation approving hiring of a part-time Ventura River Watershed Coordinator position to be funded in part by the Ventura River Watershed Council partners.

RECOMMENDED ACTION: Motion approving recommendation

10. Recommend selecting a slate of candidates for the ACWA Region 8 Board Ballot.

RECOMMENDED ACTION: Direction to staff

11. Information Items:

- a. Executive Committee Minutes.
- b. Finance Committee Minutes.
- c. Personnel Committee Minutes.
- d. Lake Casitas Monthly Status Report for July, 2017.
- e. ACWA Call for Candidate Nominations for the 2018-2019 term.
- f. AWA 22nd Annual Member and Elected Officials Reception to be held September 21st.
- g. Investment Report.

12. Adjournment.

If you require special accommodations for attendance at or participation in this meeting, please notify our office 24 hours in advance at (805) 649-2251, ext. 113. (Govt. Code Section 54954.1 and 54954.2(a).



Minutes of the Casitas Municipal Water District
Board Meeting Held
August 9, 2017

A meeting of the Board of Directors was held August 9, 2017 at the Oak View Resource Center located at 555 Mahoney Ave. in Oak View, California. The meeting was called to order at 3:00 p.m. Directors Baggerly, Word, Hicks, and Bergen were present. Director Kaiser was absent. Also present were Steve Wickstrum, General Manager, Rebekah Vieira, Clerk of the Board, and Attorney, John Mathews. There were ten staff members and ten members of the public in attendance. President Baggerly led the group in the flag salute.

1. Public comments (Items not on the agenda – three minute limit).

None

2. General Manager comments.

Mr. Wickstrum notified the board that the office remodel is progressing rapidly and we expect to be able to hold our next board meeting at the District office. The furniture will be a temporary set up but we will have air conditioning. Staff have endured another year of construction at the office and we appreciate Barbara Kennedy's generosity allowing us have meetings at this location and accommodating us for some time now.

The Ojai system is moving well with meter replacements. Over 600 meters have been changed out in eight days of work. We are finding a lot of different things and angle stops that are being operated for the first time. Bill Warner called to thank the crews for the swift meter change and expressed appreciation for the customer service group in administration. We are receiving positive responses from the neighborhoods we go into. Many people very happy with the changes. Neil Cole finished a meeting with WSC to begin the assessments for the Ojai system. We are making some schedule changes to move some things earlier.

The district is receiving many calls on the annual customers for their water conservation surcharge. We are reviewing those.

3. Board of Director comments.

President Baggerly mentioned that he was invited as a presenter for the Well Untapped 2017 meeting in Oxnard on the 12th. It is Water Education for Latino Leaders.

4. Board of Director Verbal Reports on Meetings Attended.

Director Bergen reported working on the grant application for the UVRGSA.

5. Consent Agenda ADOPTED

a. Minutes from the July 26, 2017 meeting.

The Consent Agenda was offered by Director Hicks, seconded by Director Bergen and adopted by the following roll call vote:

AYES:	Directors:	Bergen, Hicks, Word, Baggerly
NOES:	Directors:	None
ABSENT:	Directors:	Kaiser

6. Review of District Accounts Payable Report for the Period of 7/20/17 - 8/02/17. APPROVED

On the motion of Director Hicks, seconded by Director Word, the report was approved by the following roll call vote:

AYES:	Directors:	Bergen, Hicks, Word, Baggerly
NOES:	Directors:	None
ABSENT:	Directors:	Kaiser

7. Introduction of Park Ranger Staff and Pinning of Badges.

Mr. Wickstrum said it is a proud day for the district after working for many years to formalize our Park Ranger program. We have good sound policies and training procedures and good sound personnel to move forward with this program. Thank every one of you for the efforts this past summer and those who have been here before. Mr. Wickstrum pinned badges on the following Park Rangers:

Mitch Abel
Kyler Heath
Joshua Lake
Joe Martinez
Ashley Nichols

Mr. Wickstrum then stated that for leadership it is also appropriate that we have a park manager who is also a peace officer and has qualified and is part of

the officer team and he recognized Park Services Manager Carol Belser and provided her with her badge.

8. Update on the Matilija Formation Horizontal Bore Project – Presentation by Lou Nagy, Water Resources Engineering Associates, and Jordan Kear, Kear Groundwater.

Jordan Kear and Lou Nagy provided an update on the Matilija Formation Horizontal Bore Project that included many pictures of their findings. From what they can determine, none of the local wells are subtracting water from the Matilija Formation and there is a significant volume of water in storage.

At 3:40 p.m., Director Hicks leaves.

They discussed the permitting process and the application for a permit to install data loggers. They anticipate a minimum of two years to gather data that will assist with the CEQA and EIR process. The data will be able to be converted to make a hydrograph of the water flowing over those springs and can provide a long-term record of how things were before the project and after the project.

The next steps are to apply for the FS 299 permit to install data loggers. This will be submitted by next week. Monitor creek flow visually and then at 90-minute intervals, determine water quality, Evaluate CEQA and environmental impact. Anticipated costs are \$6-7 million at this point.

9. Resolution authorizing payment of the Developer Advance Contracts for Community Facilities District No. 2013-01 (Ojai). ADOPTED

The resolution was offered by Director Word, seconded by Director Bergen and adopted by the following roll call vote:

AYES:	Directors:	Bergen, Word, Baggerly
NOES:	Directors:	None
ABSENT:	Directors:	Kaiser, Hicks

10. Information Items: APPROVED

- a. Water Resources Committee Minutes.
- b. Water Conservation Update for July, 2017.
- c. Notice of ACWA Fall Conference November 28 – December 1.
- d. Water Consumption Report.
- e. CFD No. 2013-1 (Ojai) Monthly Cost Analysis.
- f. Investment Report.

On the motion of Director Bergen, seconded by Director Word, the Information items were approved by the following roll call vote:

AYES:	Directors:	Bergen, Word, Baggerly
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NOES: Directors: None
ABSENT: Directors: Kaiser, Hicks

11. Adjournment.

President Baggerly adjourned the meeting at 4:39 p.m.

Bill Hicks, Secretary

MEMORANDUM

TO: Board of Directors
From: Michael Flood – Assistant General Manager
RE: Purchase of Miller Big Blue 500 Pro Self-Contained MIG Welder (Budgeted Item)
Date: August 23, 2017

RECOMMENDATION:

Recommend that the Board approve purchase of a Miller Big Blue Pro Self-Contained Welder in the amount of \$ 23,155.54 from Air Gas Inc.

BACKGROUND:

The current welder that is in use in the pipeline section has come to the end of its dependable life. The replacement welder will provide the pipeline section with the continued ability to make timely repairs to the District's distribution system. This includes the ability to power auxiliary equipment while in remote locations. The FY 2018 budget has allotted \$20,000.00 to this item.

**CASITAS MUNICIPAL WATER DISTRICT
MEMORANDUM**

TO: BOARD OF DIRECTORS
FROM: DENISE COLLIN – ACCOUNTING MANAGER / TREASURER
SUBJECT: OVER ALLOCATION PENALTY – LAUGHING DOG RANCH - \$915.00
DATE: 08/08/2017

RECOMMENDATION:

Approve request and reverse the \$915.00 Allocation Penalty.

BACKGROUND AND OVERVIEW:

March 3, 2017 Mary Anne Morrison at Laughing Dog Ranch was contacted to advise her of high use. Ms. Morrison wrote to explain that it was very wet and rainy this February which made the leak undetectable until March when it stopped raining.

Ms. Morrison dug in the area, but the area was large and the leak could not be found until they hired a leak detection service on March 8, 2017 to find the leak, it was repaired as soon as it was located.

Ms. Morrison is requesting the reversal of the \$915.00 Allocation Penalty be removed.

**CASITAS MUNICIPAL WATER DISTRICT
MEMORANDUM**

TO: BOARD OF DIRECTORS
FROM: DENISE COLLIN – ACCOUNTING MANAGER / TREASURER
SUBJECT: OVER ALLOCATION PENALTY – PACIFIC COAST MGMT - \$780.00
DATE: 08/08/2017

RECOMMENDATION:

Approve request and reverse the \$780.00 Allocation Penalty.

BACKGROUND AND OVERVIEW:

January 13, 2017 a voice mail was left at the service address explaining high consumption for the month of December 2016. On January 24, 2017 a representative of the Pacific Coast Management called and said a plumber had been called and asked if the Allocation Penalty could be removed. It was explained that the bookkeeper of the property did not advise Pacific Coast Management that they were incurring Allocation Penalty's and no one was living in the home.

Mr. Freitas from Pacific Coast Management then submitted a formal letter on February 7, 2017 thanking the District for bringing the high consumption to their attention, that they had found several leaks under the patio and walkway and replaced most of the main water line. Mr. Freitas also requested the all of the Allocation Penalty's be removed based on the leaks found and repaired.

April 18, 2017 an additional letter was received by Mr. Freitas as continued high consumption was still occurring. It was determined that the new copper piping was showing signs of corrosion and failure. All the previous repairs with copper piping were then dug up and replaced with new PVC piping, based on whatever was in the soil was corroding the newly repaired piping.

Since February 7, 2017 Mr. Freitas has found the corrosion under the patio and walkway was now also affecting the pipes in the house and has since replaced all of the piping inside the home as well.

Mr. Freitas feels they have been responsive to solve the leakages and would like to have all Allocation Penalties removed for the 09/01/2016 to 06/01/2017 totaling \$780.00.

CASITAS MUNICIPAL WATER DISTRICT
Payable Fund Check Authorization
Checks Dated 08/03/17-08/17/17
Presented to the Board of Directors For Approval August 23, 2017

Check	Payee		Description	Amount
000744	Payables Fund Account	# 9759651478	Accounts Payable Batch 080917	\$677,399.76
000745	Payables Fund Account	# 9759651478	Accounts Payable Batch 081717	\$687,036.40
				\$1,364,436.16
000743	Payroll Fund Account	# 9469730919	Extra for Payroll Fund	\$20,000.00
000746	Payroll Fund Account	# 9469730919	Estimated Payroll 8/31/17	\$220,000.00
			Total	\$1,584,436.16

Publication of check register is in compliance with Section 53065.6 of the Government Code which requires the District to disclose reimbursements to employees and/or directors.

The above numbered checks,
000743-000746
have been duly audited is hereby certified as correct.

Denise Collin *8/17/17*

Denise Collin, Accounting Manager/Treasurer

Signature

Signature


Signature

A/P Fund

Publication of check register is in compliance with Section 53065.6 of the Government Code which requires the District to disclose reimbursements to employees and/or directors.

000744	A/P Checks:	027369-027388
	A/P Draft to P.E.R.S.	
	A/P Draft to State of CA	
	A/P Draft to I.R.S.	
	Voids:	027373
000745	A/P Checks:	027389-027493
	A/P Draft to P.E.R.S.	000000
	A/P Draft to State of CA	000000
	A/P Draft to I.R.S.	000000
	Voids:	027441

The above numbered checks,
have been duly audited are hereby
certified as correct.

 8/17/17

Denise Collin, Accounting Manager/Treasurer

Signature

Signature

Signature

CERTIFICATION

Payroll disbursements for the pay period ending 08/12/17
Pay Date of 08/17/17
have been duly audited and are
hereby certified as correct.

Signed: Denise Collin 8/14/17
Denise Collin

Signed: _____
Signature

Signed: _____
Signature

Signed: _____
Signature

VENDOR SET: 01 Casitas Municipal Water D
 BANK: * ALL BANKS
 DATE RANGE: 8/03/2017 THRU 8/17/2017

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00511	Centers for Family Health							
	C-CHECK Centers for Family Health	VOIDED	V 8/09/2017			027373		474.13CR
	C-CHECK VOID CHECK		V 8/17/2017			027441		

* * T O T A L S * *

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	2	VOID DEBITS 0.00 VOID CREDITS 474.13CR		
		474.13CR	0.00	

TOTAL ERRORS: 0

VENDOR SET: 01	BANK:	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			2	474.13CR	0.00	0.00
BANK:	TOTALS:		2	474.13CR	0.00	0.00

VENDOR SET: 01 Casitas Municipal Water D
 BANK: AP ACCOUNTS PAYABLE
 DATE RANGE: 8/03/2017 THRU 8/17/2017

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00049	I-T2 201708141245							
	STATE OF CALIFORNIA State Withholding	D	8/17/2017	10,309.83		000000		10,309.83
00128	I-T1 201708141245							
	INTERNAL REVENUE SERVICE Federal Withholding	D	8/17/2017	34,044.80		000000		
	I-T3 201708141245							
	FICA Withholding	D	8/17/2017	34,919.70		000000		
	I-T4 201708141245							
	Medicare Withholding	D	8/17/2017	8,287.36		000000		77,251.86
00187	I-PBB201708141245							
	CALPERS PERS BUY BACK	D	8/17/2017	216.95		000000		
	I-PBP201708141245							
	PERS BUY BACK	D	8/17/2017	161.96		000000		
	I-PEB201708141245							
	PEPRA EMPLOYEES PORTION	D	8/17/2017	3,838.36		000000		
	I-PEM201708141245							
	PERS EMPLOYEE PORTION MGMT	D	8/17/2017	3,006.87		000000		
	I-PER201708141245							
	PERS EMPLOYEE PORTION	D	8/17/2017	6,648.46		000000		
	I-PRB201708141245							
	PEBRA EMPLOYER PORTION	D	8/17/2017	4,012.14		000000		
	I-PRR201708141245							
	PERS EMPLOYER PORTION	D	8/17/2017	10,724.12		000000		28,608.86
00488	C-31934b							
	ELECTRONIC SYSTEMS TECHNOLOGY Accrue Use Tax	N	8/17/2017	10.67CR		000000		
	D-31934a							
	Accrue Use Tax	N	8/17/2017	10.67		000000		
01510	C-54892b							
	UTILITY SUPPLY GROUP Accrue Use Tax	N	8/17/2017	19.58CR		000000		
	D-54892a							
	Accrue Use Tax	N	8/17/2017	19.58		000000		
10251	C-65317b							
	COMPLIANCE SIGNS Accrue Use Tax	N	8/17/2017	9.57CR		000000		
	D-65317a							
	Accrue Use Tax	N	8/17/2017	9.57		000000		
01203	I-July 17							
	DENISE COLLIN Reimburse Expenses 7/17	R	8/09/2017	79.67		027369		79.67
00029	I-2474078							
	AMERICAN TOWER CORP Tower Rent-Red Mtn.Rincon Peak	R	8/09/2017	1,927.53		027370		1,927.53
01666	I-000010017952							
	AT & T Acct#9391062398	R	8/09/2017	80.02		027371		80.02
02787	I-072817							
	Lindsay Cao Reimburse Expenses 7/17	R	8/09/2017	180.00		027372		180.00
01483	I-6115513811							
	CORVEL CORPORATION Bill Review	R	8/09/2017	12.58		027374		
	I-6115579621							
	Bill Review	R	8/09/2017	9.94		027374		
	I-6116402231							
	Claim#1102WC170000001	R	8/09/2017	20.08		027374		42.60

VENDOR SET: 01 Casitas Municipal Water D
 BANK: AP ACCOUNTS PAYABLE
 DATE RANGE: 8/03/2017 THRU 8/17/2017

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00086 I-6344	E.J. Harrison & Sons Inc Acct#1C00054230	R	8/09/2017	5,421.56		027375		5,421.56
03205 I-561601	Mike Figueroa Camping Cancellation	R	8/09/2017	187.00		027376		187.00
03204 I-071817	Peter Hurley Water Pressure Line Repair	R	8/09/2017	245.68		027377		245.68
00126 I-July 17	CAROLE ILES Reimburse Mileage 7/17	R	8/09/2017	35.58		027378		35.58
00188 I-080417	PETTY CASH Replenish Safe - LCRA	R	8/09/2017	150.00		027379		150.00
00188 I-080717	PETTY CASH Replenish Safe - LCRA	R	8/09/2017	10.00		027380		10.00
00215 I-080317 I-080317a I-080317b	SOUTHERN CALIFORNIA EDISON Acct#2237789169 Acct#2210505426 Acct#2210502480	R R R	8/09/2017 8/09/2017 8/09/2017	32.11 1,890.90 89,413.96		027381 027381 027381		91,336.97
02643 I-6063313	Take Care by WageWorks Reimburse Med/Dep Care	R	8/09/2017	192.30		027382		192.30
03003 I-080417	Stephen Taylor Reimburse Workers Comp	R	8/09/2017	193.44		027383		193.44
03206 I-CASITASMW17A I-CASITASMW17B	U.S. Bank Global Corporate Tru Tax Bonds, Series A Tax Bonds, Series B	R R	8/09/2017 8/09/2017	100,505.56 466,447.69		027384 027384		566,953.25
02941 I-60692	VWM Analytics File # 20165 5/17	R	8/09/2017	9,987.50		027385		9,987.50
03050 I-6115579621	James D Woodburn MD Inc Claim#1102WC170000001	R	8/09/2017	98.18		027386		98.18
01483 I-C00205211075 I-C00205229715 I-C00205238016	CORVEL CORPORATION Claim#1102WC160500103 Claim#1102WC170000001 Claim#1102WC160500103	R R R	8/09/2017 8/09/2017 8/09/2017	25.00 120.00 25.00		027387 027387 027387		170.00

VENDOR SET: 01 Casitas Municipal Water D
 BANK: AP ACCOUNTS PAYABLE
 DATE RANGE: 8/03/2017 THRU 8/17/2017

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
09955	VENTURA WHOLESALE ELECTRIC							
I-221123	Wire, Connectors - LCRA	R	8/09/2017	39.33		027388		
I-224170	Connectors - LCRA	R	8/09/2017	69.15		027388		108.48
01325	Aflac Worldwide Headquarters							
I-669790	Supplemental Insurance 8/17	R	8/17/2017	5,105.34		027389		5,105.34
03044	Amazon Capital Services							
C-1QQLQ76XCY6Tb	Accrue Use Tax	R	8/17/2017	4.71CR		027390		
D-1QQLQ76XCY6Ta	Accrue Use Tax	R	8/17/2017	4.71		027390		
I-1QQLQ76XCY6T	Forestry Hose - LCRA	R	8/17/2017	64.99		027390		64.99
00014	AQUA-FLO SUPPLY							
I-SI1072527	Repair Clamps - PL	R	8/17/2017	99.79		027391		
I-SI1076905	Tubing - EM	R	8/17/2017	6.85		027391		
I-SI1079175	PVC Fittings - LCRA	R	8/17/2017	52.43		027391		
I-SI1079745	PVC Fittings & Valves - LCRA	R	8/17/2017	49.14		027391		
I-SI1080538	PVC Adapters - LCRA	R	8/17/2017	46.00		027391		
I-SI1081201	Cables, Galvanized Bell - LCRA	R	8/17/2017	10.11		027391		264.32
00840	AQUA-METRIC SALES COMPANY							
I-0066274IN	Meters - Whs	R	8/17/2017	6,852.63		027392		
I-0066401IN	Stock Meter Parts - UT	R	8/17/2017	6,133.30		027392		12,985.93
00021	AWA OF VENTURA COUNTY							
I-06-10104	CCWUC Luncheon 7/26	R	8/17/2017	70.00		027393		70.00
00030	B&R TOOL AND SUPPLY CO							
I-1900900706	Hoist Equipment - TP	R	8/17/2017	2,213.08		027394		2,213.08
00646	BLACKBURN MANUFACTURING CO							
I-C082153IN	Blue Flags - Eng	R	8/17/2017	100.62		027395		100.62
01611	BURLINGTON SAFETY LABORATORY,							
I-51407	Retest Gloves - EM	R	8/17/2017	51.00		027396		51.00
03212	Cabrillo Economic Development							
I-081417	Main Extension Contract - GS	R	8/17/2017	69,625.70		027397		69,625.70
01579	CAMPER CENTER							
I-2375	Tonneau Cover - Lab	R	8/17/2017	1,341.49		027398		1,341.49
00055	CASITAS BOAT RENTALS							
I-July 17	Gas for Boats - LCRA	R	8/17/2017	1,030.52		027399		1,030.52

VENDOR SET: 01 Casitas Municipal Water D
 BANK: AP ACCOUNTS PAYABLE
 DATE RANGE: 8/03/2017 THRU 8/17/2017

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00511	Centers for Family Health							
I-611551381-1	Claim#1102WC170000004	R	8/17/2017	114.13		027400		
I-70470a	Drug Screening - LCRA	R	8/17/2017	270.00		027400		384.13
00675	Central Coast Radiology Associ							
I-6114672441	Claim#1102WC170000004	R	8/17/2017	21.12		027401		21.12
00117	CERTEX USA, INC							
I-1072013800	Shackles - TP	R	8/17/2017	216.25		027402		216.25
00707	CHARLES P. CROWLEY CO.							
I-23907	LC End Suction Pump -EM	R	8/17/2017	4,826.25		027403		4,826.25
03214	Clifford/Plotke							
I-081417	Main Extension Contract - GS	R	8/17/2017	7,155.55		027404		7,155.55
03052	Coast Reprographics Co., Inc.							
I-486	Upper Rincon Map - Eng	R	8/17/2017	40.24		027405		40.24
03035	Community Memorial Hospital/Sa							
I-6114350481	Claim#1102WC170000001	R	8/17/2017	3,767.02		027406		3,767.02
00061	COMPUWAVE							
I-SB02087338	Toner - DO	R	8/17/2017	204.43		027407		204.43
02861	Confidential Data Destruction							
I-25745	Shredding Service	R	8/17/2017	200.00		027408		200.00
00062	CONSOLIDATED ELECTRICAL							
I-9009755505	Tyrap & Lube - EM	R	8/17/2017	123.86		027409		
I-9009755971	AB Touch Screen Panel	R	8/17/2017	6,721.08		027409		6,844.94
00719	CORELOGIC INFORMATION SOLUTION							
I-81825253	Realquest Subscription	R	8/17/2017	137.50		027410		137.50
01483	CORVEL CORPORATION							
I-6114350481	Bill Review	R	8/17/2017	297.87		027411		
I-6114543091	Bill Review	R	8/17/2017	9.50		027411		
I-6114672441	Bill Review	R	8/17/2017	9.74		027411		317.11
01001	CUSTOM PRINTING							
I-144446	Window Envelopes	R	8/17/2017	502.79		027412		502.79

VENDOR SET: 01 Casitas Municipal Water D
 BANK: AP ACCOUNTS PAYABLE
 DATE RANGE: 8/03/2017 THRU 8/17/2017

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00079	DANIELS TIRE SERVICE							
I-250084695	Tire Services - Unit 111	R	8/17/2017	457.75		027413		
I-250085359	Tire Services - Unit 109	R	8/17/2017	332.56		027413		790.31
01764	DataProse, LLC							
I-DP1702142	UB Mailing 6/30/17	R	8/17/2017	1,730.94		027414		1,730.94
00740	DELL MARKETING L.P.							
I-10175662200	Optiplex Computer - TP	R	8/17/2017	1,113.77		027415		1,113.77
03198	Department of Toxic Substances							
I-071417	Haz Waste Manifest Fees	R	8/17/2017	230.00		027416		230.00
00662	Diamond A Equipment							
I-P10055	Ignition Switch & Keys-Unit 116	R	8/17/2017	115.30		027417		115.30
03213	Elena B Givens Trust							
I-081417	Main Extension Contract - GS	R	8/17/2017	6,484.64		027418		6,484.64
00095	FAMCON PIPE & SUPPLY							
I-194844	Clamps, Hydrant Extention - PL	R	8/17/2017	806.52		027419		
I-194924	Gaskets - UT	R	8/17/2017	57.92		027419		
I-195272	Copper Tubing - Whs	R	8/17/2017	1,769.63		027419		2,634.07
03211	Farmer Rains McConnell							
I-081417	Main Extesntion Contract - GS	R	8/17/2017	2,033.72		027420		2,033.72
00099	FGL ENVIRONMENTAL							
I-707969A	Manganese Monitoring 6/29/17	R	8/17/2017	145.00		027421		
I-708053A	TTHM&HAA5 Analysis 7/6/17	R	8/17/2017	344.00		027421		
I-708195A	Nitrate Monitoring 7/11/17	R	8/17/2017	43.00		027421		
I-708585A	Nitrate Monitoring 7/18/17	R	8/17/2017	61.00		027421		593.00
00101	FISHER SCIENTIFIC							
I-4678654	Thermometer - Lab	R	8/17/2017	133.70		027422		
I-4788306	Beakers - Lab	R	8/17/2017	3.57		027422		
I-5205368	Protest Steam Log - Lab	R	8/17/2017	145.02		027422		282.29
02614	Fondriest Environmental Inc.							
I-56164	Water Level Meter - TP	R	8/17/2017	672.60		027423		672.60
00104	FRED'S TIRE MAN							
I-101950	Oil Filter & Oil - Unit 22	R	8/17/2017	44.61		027424		44.61

VENDOR SET: 01 Casitas Municipal Water D
 BANK: AP ACCOUNTS PAYABLE
 DATE RANGE: 8/03/2017 THRU 8/17/2017

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02720	Garda CL West, Inc.							
I-10324911	Armored Truck Service	R	8/17/2017	633.38		027425		
I-20238829	Excess Items - LCRA	R	8/17/2017	14.80		027425		648.18
03220	George F. McKenney							
I-081417	Main Extension Contract - GS	R	8/17/2017	12,730.40		027426		12,730.40
02158	Google, Inc.							
I-3365522430	Google Apps 7/17	R	8/17/2017	870.00		027427		870.00
00115	GRAINGER, INC							
I-9496836157	Spray Paint, Post - Whs/LCRA	R	8/17/2017	552.32		027428		
I-9496836165	Faceshield Assembly, Gloves-TP	R	8/17/2017	133.90		027428		
I-9517540929	Pressure Switch - EM	R	8/17/2017	686.94		027428		
I-9517573623	FR Pants - EM	R	8/17/2017	364.60		027428		
I-9521576448	Strainer, Screen - Maint	R	8/17/2017	61.96		027428		1,799.72
03221	GRD Construction							
I-081417	Main Extension Contract - GS	R	8/17/2017	60,217.34		027429		60,217.34
00746	GREEN THUMB INTERNATIONAL							
I-492240	Fly Trap,Gloves,Wrench - WP	R	8/17/2017	32.24		027430		32.24
02217	Greg Rents							
I-44900	Cement, Cart, Cover - PL	R	8/17/2017	79.35		027431		79.35
02288	Hopkins Technical Products, In							
I-3617300870	ProMinent Pump Parts - TP	R	8/17/2017	473.22		027432		
I-3617300878	ProMinent Pump Parts - TP	R	8/17/2017	2,296.97		027432		2,770.19
00125	IDEXX DISTRIBUTION CORP							
I-3019795927	Lab Supplies - Lab	R	8/17/2017	1,098.48		027433		1,098.48
02914	IE Safety Services, LLC							
I-1088	Crane Training - OM & LCRA	R	8/17/2017	787.50		027434		787.50
00131	JCI JONES CHEMICALS, INC							
I-729755	Chlorine - TP, CM 729816	R	8/17/2017	1,650.00		027435		1,650.00
03222	Jim Exon							
I-081417	Main Extension Contract - GS	R	8/17/2017	34,565.86		027436		34,565.86
01022	KELLY CLEANING & SUPPLIES, INC							
I-4526478	Janitorial Services - LCRA	R	8/17/2017	300.00		027437		300.00

VENDOR SET: 01 Casitas Municipal Water D
 BANK: AP ACCOUNTS PAYABLE
 DATE RANGE: 8/03/2017 THRU 8/17/2017

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
03219	Leonard Charitable Foundation							
I-081417	Main Extension Contract - GS	R	8/17/2017	4,904.34		027438		4,904.34
00328	LIGHTNING RIDGE							
I-12865	Bags & Caps - WP	R	8/17/2017	64.65		027439		64.65
00151	MEINERS OAKS ACE HARDWARE							
I-784355	Spray Paint, Marking Paint -WP	R	8/17/2017	22.31		027440		
I-784485	Rubber Key Cover, Tubes - PL	R	8/17/2017	6.36		027440		
I-784934	Mouse Trap - WP	R	8/17/2017	4.68		027440		
I-785080	Wall Plates - IT	R	8/17/2017	3.21		027440		
I-785232	Tape & Sprayer - Maint	R	8/17/2017	16.17		027440		
I-785315	Nozzle, Hose, Fittings - TP	R	8/17/2017	56.08		027440		
I-785383	Pliers, Paint - LCRA	R	8/17/2017	50.54		027440		
I-785473	Ant Bait & Stakes - Maint	R	8/17/2017	16.09		027440		
I-785500	Soaker Hose - LCRA	R	8/17/2017	39.98		027440		
I-785752	Valve, Fittings, Mouse Traps -TP	R	8/17/2017	56.99		027440		
I-785759	Gloves, Hose - PL	R	8/17/2017	36.42		027440		
I-785779	WD40, Screwdriver - PL	R	8/17/2017	11.58		027440		
I-785911	Bolts, Screws, Mulch - LCRA	R	8/17/2017	19.24		027440		
I-786131	Mason Jars - Fish	R	8/17/2017	25.72		027440		
I-786452	Rake, Fly Trap, Concrete - WP	R	8/17/2017	55.37		027440		
I-786513	PVC Fittings & Adapters - LCRA	R	8/17/2017	4.28		027440		
I-786529	Ladder, Screwdriver - Maint	R	8/17/2017	10.67		027440		
I-786531	Weed Killer - Maint	R	8/17/2017	19.51		027440		455.20
03119	Edwin F. Moore							
I-081417	Main Extension Contract - GS	R	8/17/2017	53,564.89		027442		53,564.89
00163	OFFICE DEPOT							
I-947638239001	Paper - LCRA	R	8/17/2017	96.94		027443		
I-947658248001	Office Supplies - DO	R	8/17/2017	423.27		027443		
I-947658561001	Office Supplies - DO	R	8/17/2017	6.31		027443		526.52
01570	Ojai Auto Supply LLC							
I-409276	Ignition Switch - Unit 116	R	8/17/2017	23.38		027444		
I-410296	Hose Clamp - EM	R	8/17/2017	1.93		027444		25.31
00165	OJAI LUMBER CO, INC							
I-1707833452	Sweeper Nozzle & Hose - PL	R	8/17/2017	81.06		027445		
I-1708-837004	Nails, Rocks, Plywood - UT	R	8/17/2017	59.36		027445		140.42
00602	OJAI TRUE VALUE							
I-51490	Batteries - EM	R	8/17/2017	32.14		027446		32.14

VENDOR SET: 01 Casitas Municipal Water D
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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
03120	Ojai Valley Inn							
I-081417	Main Extension Contract - GS	R	8/17/2017	25,179.53		027447		25,179.53
01627	OSCAR'S TREE SERVICE							
I-13221	Camp F Tree Service	R	8/17/2017	6,650.00		027448		6,650.00
03101	OSTS, Inc.							
I-46497	CCO Certification Training	R	8/17/2017	3,711.25		027449		3,711.25
03217	Pippi Robben							
I-081417	Main Extension Contract - GS	R	8/17/2017	13,043.03		027450		13,043.03
02833	Praxair, Inc							
I-78422769	Liquid Oxygen - TP	R	8/17/2017	2,141.55		027451		
I-78464959	Liquid Oxygen - TP	R	8/17/2017	1,777.95		027451		3,919.50
00405	R.J. THOMAS MFG. CO.,INC.							
C-196222b	Accrue Use Tax	R	8/17/2017	316.48CR		027452		
D-196222a	Accrue Use Tax	R	8/17/2017	316.48		027452		
I-196222	Fire Rings - LCRA	R	8/17/2017	4,943.60		027452		4,943.60
00313	ROCK LONG'S AUTOMOTIVE							
I-21432	Engine Light,AC Leak - Unit 16	R	8/17/2017	145.00		027453		145.00
03216	Rudolf Petersdorf							
I-081417	Main Extension Contract - GS	R	8/17/2017	2,174.11		027454		2,174.11
01109	SALVADOR LOERA TRANSPORTATION							
I-15448	Plaster Sand - TP	R	8/17/2017	520.00		027455		520.00
01107	SAWYER PETROLEUM							
I-S114866	Oil for Pumps & Motors - TP	R	8/17/2017	217.39		027456		217.39
02756	SC Fuels							
I-0927246IN	Gas - LCRA	R	8/17/2017	2,028.55		027457		
I-0928191IN	Gas - Main Yard	R	8/17/2017	3,086.61		027457		
I-0930656IN	Diesel - Main Yard	R	8/17/2017	879.30		027457		
I-0936664IN	Gas & Diesel - LCRA	R	8/17/2017	2,666.43		027457		8,660.89
01623	SCPPOA							
I-081017	Membership through 8/2017	R	8/17/2017	60.00		027458		60.00
02003	Sostre Enterprises Inc.							
I-3410	Website CMS/Fee Hosting	R	8/17/2017	249.00		027459		249.00

VENDOR SET: 01 Casitas Municipal Water D
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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
02950	I-1232173							
	Stantec Consulting Services In Rate Study 6/17	R	8/17/2017	29,887.00		027460		29,887.00
02703	I-709108360002							
	Sunbelt Rentals Slurry Mix - PL	R	8/17/2017	307.30		027461		307.30
02057	I-RG2364539							
	Swank Motion Pictures, Inc. Movie Rental "Holes" 7/22/17	R	8/17/2017	313.00		027462		313.00
02643	I-6086095							
	Take Care by WageWorks Reimburse Med/Dep Care	R	8/17/2017	3,076.80		027463		3,076.80
03001	I-429808							
	TimeClock Plus Custom Development Hours	R	8/17/2017	287.60		027464		287.60
01173								
	TOICO INDUSTRIES, INC.							
	C-0165533INb Accrue Use Tax	R	8/17/2017	9.68CR		027465		
	C-0165692INb Accrue Use Tax	R	8/17/2017	102.46CR		027465		
	D-0165533INa Accrue Use Tax	R	8/17/2017	9.68		027465		
	D-0165692INa Accrue Use Tax	R	8/17/2017	102.46		027465		
	I-0165533IN Deodorizer - LCRA	R	8/17/2017	157.07		027465		
	I-0165692IN Deodorizer - LCRA	R	8/17/2017	1,449.28		027465		1,606.35
03175	I-000508074							
	The Traffic Safety Store Speed Bumps - LCRA	R	8/17/2017	561.60		027466		561.60
02527	I-25186							
	Traffic Technologies LLC WP Safety Signs	R	8/17/2017	1,281.69		027467		
	I-25197							
	Danger Sign - Maint	R	8/17/2017	30.17		027467		1,311.86
01662	I-025196490							
	TYLER TECHNOLOGIES, INC. Monthly UB Online Fees	R	8/17/2017	153.00		027468		
	I-025197170							
	Install & Config. on New Reg.	R	8/17/2017	150.00		027468		303.00
00225	I-720170095							
	UNDERGROUND SERVICE ALERT 114 New Ticket Charges	R	8/17/2017	198.10		027469		198.10
00436	I-90552018							
	United States Geological Surve Foster Park Gaging Station	R	8/17/2017	14,700.00		027470		14,700.00
00185	I-LA564272							
	Univar USA Inc Bulk Chemicals - WP	R	8/17/2017	1,654.39		027471		1,654.39

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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00247	County of Ventura I-246382 Encroachment Permits	R	8/17/2017	240.00		027472		240.00
00254	VENTURA LOCKSMITHS I-B17307 Double Edge Key - LCRA	R	8/17/2017	18.86		027473		18.86
00257	VENTURA RIVER WATER DISTRICT I-073117a Acct#0350100A	R	8/17/2017	10.00		027474		
	I-073117b Acct#0537500A	R	8/17/2017	264.98		027474		274.98
09955	VENTURA WHOLESALE ELECTRIC I-222334 Pliers - Wall Plates - UT	R	8/17/2017	25.54		027475		
	I-222470 LED Light - EM	R	8/17/2017	149.77		027475		175.31
01283	Verizon Wireless I-9790370852a Monthly Cell Charges - DO	R	8/17/2017	1,061.33		027476		
	I-9790370852b Monthly Cell Charges - DO	R	8/17/2017	2,864.94		027476		
	I-9790371397 Monthly Cell Charges - LCRA	R	8/17/2017	520.47		027476		4,446.74
01396	VULCAN CONSTRUCTION MATERIALS I-71520041 Cold Mix - PL	R	8/17/2017	1,056.07		027477		
	I-71522471 Recycle Asphalt - PL	R	8/17/2017	200.00		027477		
	I-71525580 Cold Mix - Pl	R	8/17/2017	509.28		027477		1,765.35
02941	VWM Analytics I-61147 File # 20165 7/17	R	8/17/2017	8,908.00		027478		8,908.00
03218	Water Co Refund Contract Trust I-081417 Main Extension Contract - GS	R	8/17/2017	3,556.19		027479		3,556.19
03218	Water Co Refund Contract Trust I-081417a Main Extension Contract - GS	R	8/17/2017	11,348.45		027480		11,348.45
02515	Water Quality Solutions, Inc. I-254 Annual Limnological Reports	R	8/17/2017	38,000.00		027481		38,000.00
00663	WAXIE SANITARY SUPPLY I-76838946 Janitorial Supplies - DO	R	8/17/2017	925.88		027482		925.88
02676	West Coast Power Solutions I-J1860 HVAC Programming - DO	R	8/17/2017	2,311.68		027483		2,311.68
00403	WESTERN WATER WORKS SUPPLY CO. I-454225-01 Copper Thread Washers - Whs	R	8/17/2017	300.90		027484		300.90

VENDOR SET: 01 Casitas Municipal Water D
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VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
00330	WHITE CAP CONSTRUCTION SUPPLY							
I-10007383808	Lumber Crayon, Jug, Sun Hat-UT	R	8/17/2017	71.48		027485		
I-10007385227	Construction Wrench - UT	R	8/17/2017	75.41		027485		146.89
03215	William E. Thompson & Lundle R							
I-081417	Main Extension Contract - GS	R	8/17/2017	1,715.07		027486		1,715.07
03210	Denise R. Wizman							
I-081417	Main Extension Contract - GS	R	8/17/2017	52,884.34		027487		52,884.34
01564	CALIFORNIA STATE DISBURSEMENT							
I-GCS201708141245	Payroll Deduction D381857	R	8/17/2017	65.19		027488		65.19
00124	ICMA RETIREMENT TRUST - 457							
I-CUI201708141245	457 CATCH UP	R	8/17/2017	461.54		027489		
I-DCI201708141245	DEFERRED COMP FLAT	R	8/17/2017	2,109.62		027489		
I-DI%201708141245	DEFERRED COMP PERCENT	R	8/17/2017	89.81		027489		2,660.97
01960	Moringa Community							
I-MOR201708141245	PAYROLL CONTRIBUTIONS	R	8/17/2017	16.75		027490		16.75
00985	NATIONWIDE RETIREMENT SOLUTION							
I-DCN201708141245	DEFERRED COMP FLAT	R	8/17/2017	4,734.81		027491		
I-DN%201708141245	DEFERRED COMP PERCENT	R	8/17/2017	342.14		027491		5,076.95
00180	S.E.I.U. - LOCAL 721							
I-COP201708141245	SEIU 721 COPE	R	8/17/2017	37.00		027492		
I-UND201708141245	UNION DUES	R	8/17/2017	791.75		027492		828.75
00230	UNITED WAY							
I-UWY201708141245	PAYROLL CONTRIBUTIONS	R	8/17/2017	60.00		027493		60.00

* * T O T A L S * *

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	123	1,248,265.61	0.00	1,248,265.61
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	3	116,170.55	0.00	116,170.55
EFT:	0	0.00	0.00	0.00
NON CHECKS:	3	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00	
		VOID CREDITS	0.00	
			0.00	0.00

TOTAL ERRORS: 0

8/17/2017 11:46 AM
 VENDOR SET: 01 Casitas Municipal Water D
 BANK: AP ACCOUNTS PAYABLE
 DATE RANGE: 8/03/2017 THRU 8/17/2017

A/P HISTORY CHECK REPORT

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
VENDOR SET: 01	BANK: AP	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS		CHECK AMOUNT	
			129	1,364,436.16	0.00		1,364,436.16	
BANK: AP	TOTALS:		129	1,364,436.16	0.00		1,364,436.16	
REPORT TOTALS:			129	1,364,436.16	0.00		1,364,436.16	

**CASITAS MUNICIPAL WATER DISTRICT
INTEROFFICE MEMORANDUM**

TO: STEVE WICKSTRUM, GENERAL MANAGER
FROM: JORDAN SWITZER, ENGINEERING TECHNICIAN
SUBJECT: ADOPT RESOLUTION TO AWARD ASPHALT PATCH PROJECT
SPECIFICATION 17-395
DATE: AUGUST 17, 2017

RECOMMENDATION:

It is recommended that the Board of Directors:

1. Adopt the resolution accepting the proposal submitted by the lowest responsive and responsible bidder and award the contract for the construction of the Asphalt Patch Project, Specification 17-395 to BSN Construction Inc in the amount of \$40,914. It is further recommended that the President of the Board execute the agreement for said work and the Board authorize staff to proceed with the administration of the contract.
2. Authorize the General Manager to approve up to \$60,000 in additional asphalt paving work during Fiscal Year 2017-18.

BACKGROUND AND DISCUSSION:

Repairs to water services require digging, causing damage to asphalt roadways. Casitas crews cover the damaged area with a temporary patch. This contract solicited bids to install permanent patches meeting City, County and State requirements for an initial patch list, with the option to use the awarded contractor to complete additional patches that may be required during FY 2017-18 fiscal year, at Casitas' direction. The project was advertised on the District's website and with F.W. Dodge.

Nine local firms were sent invitations to participate; three firms submitted bids.

FIRM	PROPOSAL AMOUNT
BSN Construction, Inc	\$40,914
J & H Engineering General Contractors, Inc.	\$43,423
Berry General Engineering Contractors	\$74,100

BSN Construction has a Contractor's license in good standing and has satisfactory references. BSN Construction is currently registered with the Department of Industrial Relations.

Funding for this project is included the FY 2017-18 Budget. Casitas has budgeted \$55,000.00 for road repairs in FY 2017-18. Typically, at least two patching projects are bid per fiscal year;

however, more patching will be required with the addition of the Ojai Water System. This is the first patch project for FY 2017-18. This initial project is within budget but it is anticipated that at least an additional \$46,000 of asphalt work will be required this fiscal year.

This project is Categoricaly Exempt from CEQA under Section 15301 (c).

CASITAS MUNICIPAL WATER DISTRICT

**RESOLUTION AWARDING A CONTRACT
TO CONSTRUCT ASPHALT WORK PROJECT
SPECIFICATION 17-395**

WHEREAS, the District invited bids from qualified contractors for the above-referenced project, and

WHEREAS, the construction of the Asphalt Work Project is required by Casitas' encroachment permits issued by the City, County and State, and

WHEREAS, the District received three bids, with the lowest responsive and responsible bid submitted by BSN Construction Inc. in the sum of \$40, 914.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Casitas Municipal Water District as follows:

1. That the bid from BSN Construction Inc. in the amount of \$40,914 be accepted to construct the Asphalt Work Project, Specification 17-395 and a contract awarded.
2. That staff is hereby authorized and directed to proceed with the administration of the contract.

ADOPTED this _____ day of _____, 2017.

Russ Baggerly, President,
Casitas Municipal Water District

ATTEST:

Bill Hicks, Secretary,
Casitas Municipal Water District

**CASITAS MUNICIPAL WATER DISTRICT
INTEROFFICE MEMORANDUM**

TO: STEVE WICKSTRUM, GENERAL MANAGER
FROM: NEIL COLE, PRINCIPAL CIVIL ENGINEER
SUBJECT: AWARD CONTRACT TO DESIGN-BUILD BOARD ROOM AUDIO VISUAL SYSTEM
DATE: AUGUST 16, 2017

RECOMMENDATION:

It is recommended that the Board of Directors award the Purchase Order Contract to Design-Build Board Room Audio Visual System to Presentation Products Inc. dba Spinitar, in the amount of \$51,604.54 in accordance with the Request for Proposals including Part B issued by Casitas and the proposal submitted by Spinitar (Quotation 77691). It is further recommended that the Board authorize staff to proceed with the administration of the contract.

BACKGROUND AND DISCUSSION:

Casitas' Board, at the July 12, 2017 meeting, directed staff to proceed with requesting proposals to provide an improved audio visual system for the relocated Board Room. The Request for Proposals was sent to six firms, advertised through F.W. Dodge and on the District's web site. Only one firm, Spinitar, submitted a proposal. The Request for Proposals and the proposal are attached.

Spinitar has been in business since 1986 and has completed many project for public agencies. Spinitar has a current DIR number. This project is categorically exempt under Section 15301(a).

Funding for this project is included in the FY2017-18 Capital Budget under Main Office Remodel. The \$51,604.54 proposed cost to complete the work is within the amount that was anticipated for this project.



QUOTATION 77691

SPINITAR
16751 Knott Avenue
La Mirada, CA 90638

BILL TO:		JOB LOCATION:	
COMPANY Casitas Municipal Water District	COMPANY Casitas Municipal Water District	DATE August 1,2017	
ADDRESS 1055 North Ventura Avenue	ADDRESS 1055 North Ventura Avenue	EXPIRY DATE August 31,2017	
Oak View, CA 93022		OAK VIEW, CA 93022	
CONTACT Neil Cole	CONTACT Neil Cole	SALES REP. Adam Newon	
PHONE (805)649-2251	PHONE (805)649-2251	PHONE. (714)367-2900	
		EMAIL. adamn@spinitar.com	

TITLE:
 CMWD - RFP Design & Build Board Room Audio Visual System Proposal

SCOPE OF WORK:
 SCOPE OF WORK: Casitas Municipal Water District - Board Room & Lobby Audiovisual Upgrades Project

The following proposal scope of work is for new audiovisual system installation, reintegration and installation using owner furnished equipment (OFE), new audiovisual cable pulls, equipment rack testing and commissioning, and control system integration in the Board Room and attached Lobby at the Casitas Municipal Water District central office. With approval of the following audiovisual proposal, Spinitar will install, integrate, test, commission and configure the following systems as stated in this proposal scope of work and itemized equipment list.

These systems include front and rear display in the Board Room and Lobby for viewing content, and the input systems providing the content to the display system. Spinitar will be installing all audiovisual infrastructure to support a digital environment, and will install and repurpose an (OFE) audio system that includes (9) gooseneck microphones and (4) 2X2 ceiling speakers, with new digital signal processing, (1) handheld wireless microphone, and assisted listening functionality.

Spinitar will also provide and configure a new camera and recording system for Board Room meetings that can be displayed, captured, saved and controlled through the centralized Extron control system and accessed at the computer at the Main Clerk station at the end of the dais. The centralized audiovisual infrastructure systems in this new build-out will provide the functionality to capture and play simultaneously on independent or combinable displays.

Spinitar will provide and program a new control system for input to be accessed through a wall mounted touch panel above equipment rack. Casitas MWD will provide the (OFE) equipment rack that Spinitar will reuse to install, test, commission, and house audiovisual equipment. Spinitar will calibrate and engineer systems together at Spinitar's Build Out and Test Lab to industry standards.

Spinitar will be providing and pulling all audiovisual cabling that supports equipment and signal infrastructure in Board Room. After project completion, system training will be provided by a Spinitar engineer on-site at Casitas MWD for end-users, trainer and any personnel.

The rooms on this project are as follows:

1. Board Room
2. Lobby Area

With approval of this proposal, Spinitar will provide and install the audiovisual integration solutions laid out in this proposal for the two rooms on this project. This proposal includes the "Gold Level" 1-Year On-Site Service and Maintenance Coverage on the project which is detailed at the end of this proposal.

SPINITAR PROJECT RESPONSIBILITIES:

1. SPINITAR WILL:

- a. Design & Quote the system for Casitas Municipal Water District based on RFP requests and site walk.
- b. Procure all AV equipment.
- c. Provide structural drawings for any additional power, back box, conduits and network drop requirements for Casitas MWD.
- d. Provide new AutoCAD drawings package:
 - i. This package includes:
 1. Equipment room layouts
 2. AV line drawings
 3. AV equipment elevations (Equipment rack elevations)
 4. Audio system line drawings



QUOTATION 77691

SPINITAR
 16751 Knott Avenue
 La Mirada, CA 90638

BILL TO:		JOB LOCATION:	
COMPANY Casitas Municipal Water District	COMPANY Casitas Municipal Water District	DATE August 1,2017	
ADDRESS 1055 North Ventura Avenue	ADDRESS 1055 North Ventura Avenue	EXPIRY DATE August 31,2017	
Oak View, CA 93022		OAK VIEW, CA 93022	
CONTACT Neil Cole	CONTACT Neil Cole	SALES REP. Adam Newon	
PHONE (805)649-2251	PHONE (805)649-2251	PHONE. (714)367-2900	
		EMAIL. adamn@spinitar.com	
TITLE:			
CMWD - RFP Design & Build Board Room Audio Visual System Proposal			
SCOPE OF WORK:			

- e. Provide and pull all audiovisual cabling (HDMI, USB 2.0, Category) and Power from drops currently installed at display walls, control RS232/Category cable to connect systems to processor at equipment rack, and breakout cabling.
- f. Structurally Install (2) 82" displays at front and rear wall, (1) 40" display in Lobby, and HDMI signal extension infrastructure.
- g. Structurally install (2) Vaddio Roboshot 12 Professional Camera systems to front and rear ceiling locations provided by engineer to industry standards, and to accurate calibration and presets for room.
- h. Install the Capturing, Recording and Storage system and audiovisual infrastructure to support it.
- i. Install PC at new dais for Main Clerk Station, and provide infrastructure to access Recording System.
- j. Install (9) (OFE) Sense Gooseneck Microphones, (4) (OFE) Episode Commercial 2X2 Ceiling Speakers, (1) Handheld Wireless Microphone, and new Digital Signal Processor to support a digital and controlled environment.
- k. Commission and calibrate new audio system with new amplifiers and OFE equipment to meet room acoustic industry standards.
- l. Calibrate and configure professional cameras with capturing and recording equipment.
- m. Program and commission control system with all room systems, test and confirm engineering of Extron programming on-site for the room systems, and structurally install wall mounted touch panel for controller.
- n. Perform rack build with (OFE) 12 RU equipment rack at Spinitar Build Out and Test Lab.
- o. Install audiovisual equipment into (OFE) equipment rack in front corner by main Clerks desk near windows.
- p. Provide training for all systems and system training for Casitas personnel and train the trainer.
- q. Provide users manuals, as build AutoCAD drawings for each project, provide all control code & DSP configurations for the project.

PROPOSAL OVERVIEW (BY SYSTEM):

BOARD ROOM:

1. DISPLAY SYSTEM:

- a. Spinitar will structurally install (2) 82" Samsung 1080p DM82D Displays and pull breakout HDMI and category cabling for connection to equipment rack.
 - i. Displays will be mounted on micro-adjusted fixed wall mounts.
 - ii. One display will be installed at the front right of room, and one display will be installed in the back middle of room. Formal drawings of power drops for displays will be provided before installation.
 - iii. Audiovisual infrastructure that includes HDMI extenders will be utilized to bring signal to and from equipment rack and inputs in room.
- b. Spinitar will structurally install (1) 40" Samsung DM40E 1080p display in attached lobby of Board Room, and pull break out HDMI and category cable to equipment rack.
 - i. Display will be mounted on micro-adjusted fixed wall mount on top of vertical wall facing doorway.
 - ii. Audiovisual infrastructure that includes HDMI extenders ran over shielded CAT6 cable will be utilized to bring signal to and from equipment rack and inputs in room.
 - iii. Formal drawings for power drop for lobby display will be provided before installation
- c. All displays will have access to display camera and capturing system in real time, or video and programs/files from PC input at clerk's desk at dais.
 - i. PC input can include a thumb drive from any program executable on the PC, for example power point, word, excel will all be installed on PC with Windows 10 and can be presented on each display.
 - ii. Internal hard drive on PC will also give access to storing video from capturing station, and running files directly from PC to each display.
 - iii. Displays will be programmed in control system to be able to present from PC and camera inputs in room, to all displays simultaneously or send the varying input signals to independent screens. This will allow for a more robust capturing and editing



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TITLE:			
CMWD - RFP Design & Build Board Room Audio Visual System Proposal			
SCOPE OF WORK:			

of video since each input will be able to be captured together and not one input at a time.

2. INPUT SYSTEM:

- a. Spinitar will install (1) Dell OptiPlex Core i5 PC at main clerk's desk at dais.
 - i. All audiovisual cabling will be pulled for connection to PC.
 - ii. If dais is not installed when Spinitar is on-site, connections will be set-up and in place for a future dais.
 - iii. PC will be installed at the far-left desk if you are facing the front of the room.
 - iv. PC input connection will run through equipment rack and programmed with control system for content to be displayed to all three displays in board room and lobby.
- b. Spinitar will structurally install (2) Vaddio Roboshot 12 HDMI professional cameras to ceiling in Board Room, and pull break out HDMI and category cabling for connection to equipment rack.
 - i. One camera will be mounted to ceiling in the back middle of Board Room for capturing the dais and board members, and one camera will be mounted to front of room to capture podium and audience.
 - ii. Breakout HDMI cable will be used from camera and will be ran through and HDMI extender to Vaddio receiver in equipment rack for signal transfer and video embedding.
 - iii. Cameras will produce HD 1080p and will be compressed onto capturing and recording device in rack.
 - iv. Cameras will be configured, preset and scaled to industry standards to fit room.
 - v. Control for cameras will be accessed through control touch panel near rack.
 - vi. Recording of camera will be routed, saved and accessed to capturing device and can be loaded from clerk's PC at dais.
 - vii. Spinitar will install capturing software for cameras on clerk's PC at dais.
 - viii. Cameras out will be displayed on all three displays in room. Will have option to choose one camera, or both and choose which displays to present to.

3. AV INFRASTRUCTURE SYSTEM:

- a. Spinitar will install Extron 8X4 Scaling Presentation Switcher for video, audio and control routing of room systems.
 - i. Presentation switcher has built in transmitter and receivers for HDMI signal extension to reduce cost and the need for additional video infrastructure.
 - ii. Presentation switcher allows for inputs to be routed to displays independently.
 - iii. Presentation switcher will automatically scale video to meet each display's native resolution.
 - iv. Presentation Switcher includes 70v/100v amplifier for sending mic level audio to speaker level in room. This saved cost by not adding an additional amplifier to audio system.
 - v. Presentation Switcher also, very important, has a built-in control processor. This saves quite a bit of cost by eliminating the need for an additional control processor for the touch panel access to room systems.
- b. Spinitar will install Extron SMP 351 streaming media processor.
 - i. SMP 351 will route video from camera, input from PC, and audio from microphones in room into capturing and recording device.
 - ii. Device will save and give access to video and provide a live feed of room. This can be accessed by control system.
- c. Audiovisual infrastructure will be used to extend video signals and a managed network switch for control system.

4. AUDIO SYSTEMS:

- a. Spinitar will structurally install (9) (OFE) Sense 18" XLR Gooseneck Microphones at dais and podium.
 - i. (8) Microphones will be at each board members station at dais, and (1) Microphone will be placed at podium.
- b. Spinitar will structurally install (4) (OFE) Episode Commercial 2X2 Tile Ceiling Speakers



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CONTACT Neil Cole	CONTACT Neil Cole	SALES REP. Adam Newon	
PHONE (805)649-2251	PHONE (805)649-2251	PHONE. (714)367-2900	
		EMAIL. adamn@spinitar.com	

TITLE:
 CMWD - RFP Design & Build Board Room Audio Visual System Proposal

SCOPE OF WORK:

- i. Speakers will be positioned and installed in room for acoustics to meet industry standards for maximum attendance.
- c. Spinitar will provide as an upgrade a Biamp Tesira FORTE CI digital signal processor.
 - i. This will replace the (OFE) ClearOne DSP provided by CMWD. This is necessary and required because the ClearOne DSP does not meet the required inputs and digital processing speakers, microphones and amplifiers to work with capturing and streaming device.
 - ii. The new BIAMP TesireForte DSP also will provide input for assisted listening input/output the (OFE) ClearOne DSP does not have.
 - iii. The new DSP will provide better digital processing and equalizing for best acoustics in the Board Room as well as a routing station for digital processing on the recording end.
- d. Spinitar will install Listen Technologies Assisted Listening Station RF System.
 - i. Assisted Listening system will provide necessary equipment for hearing impaired attendees. It will be housed in the equipment rack when needed.
 - ii. The system will include the following pieces:
 - a. (1) Stationary RG Transmitter
 - b. (1) Universal Antenna Kit
 - c. (1) Universal Rack Mounting Kit
 - d. (4) Intelligent DSP RF Receiver
 - e. (4) Universal Ear Speaker
 - f. (2) Intelligent Earphone/Neck Loop Lanyard
 - g. (1) 4-Port USB Charger
 - h. (1) B Dual RCA to Dual RCA cable 6.6 ft.
 - i. (1) Assistive Listening Notification Signage Kit
 - e. Spinitar will install (1) Shure SLX24/Beta58 Wireless Handheld Microphone and receiver for audience.
 - i. In the event a microphone would like to be passed around throughout the audience instead of an attendee speaking at the podium, this microphone will provide the wireless capability.
 - ii. Handheld Combo Kit includes both the handheld microphone transmitter and wireless antenna receiver installed at equipment rack.
 - iii. Microphone will be housed at equipment rack and powered by replaceable AA batteries.

5. CONTROL SYSTEM:

- a. Spinitar will structurally install (1) Extron 7" Wall Mounted TouchLink Pro Touchpanel to wall above equipment rack.
 - i. Provides a professional, easy to understand and user-friendly GUI for end user to control room systems: display, input, audio, capturing station.
 - ii. Spinitar will program room systems using the Extron Presentation Switcher in equipment rack. This presentation switcher, as mentioned in AV Infrastructure System section, has a lot of utility for managing the room and overall is saving cost on the project without sacrificing functionality and dependability.
 - iii. Spinitar will pull all control cabling through category or RS232 to room end points and control devices.
 - iv. Spinitar will train end users how to use Touchpanel to control room systems.

6. EQUIPMENT RACK SYSTEM:

- a. Spinitar will reuse (OFE) 12RU Equipment Rack and test, commission and install rack equipment.
 - i. Equipment Rack will be picked up by Spinitar and brought to Spinitar's Build Out and Testing Lab for testing and commissioning of all room systems.



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 La Mirada, CA 90638

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ADDRESS 1055 North Ventura Avenue	ADDRESS 1055 North Ventura Avenue	EXPIRY DATE August 31,2017	
Oak View, CA 93022		OAK VIEW, CA 93022	
CONTACT Neil Cole	CONTACT Neil Cole	SALES REP. Adam Newon	
PHONE (805)649-2251	PHONE (805)649-2251	PHONE. (714)367-2900	
		EMAIL. adamn@spinitar.com	

TITLE:
 CMWD - RFP Design & Build Board Room Audio Visual System Proposal

SCOPE OF WORK:

- ii. Breakout cabling will be organized professionally.
- iii. Spinitar will install a 16-Output 15A Power Unit as a power stripe for rack equipment.
- iv. Spinitar will always first test all systems at Spinitar Lab before installing onsite. This makes sure there is no additional labor cost and troubleshooting on the day of installation.
- v. Equipment rack will be house at front left wall, if facing towards the front, under the window. All cabling and wall plates will be pulled to this location.

TRAINING:

Includes (2) hours of training from Spinitar engineer at end of the project. This will include how to operate and troubleshoot equipment and all room systems by controller.

SERVICE AND SUPPORT CONTRACTS:

See end of detailed line item proposal for one-year service agreement details. All equipment will come with manufacturers warranties.

PAYMENT TERMS:

As per RFP from Casitas MWD,
 Casitas shall only accept one (1) payment request per month from the selected Contractor. Invoices shall fully define the work component completed, the percentage of the task completed in terms of actual work remaining and costs remaining until completion of the task at the time of billing. No advance payment or deposit will be paid. Each bill shall also contain a purchase order number or work order number assigned to each task and the bill shall state the billing period. Retention shall be held by the District, in accordance with the District's General Conditions, attached. Casitas reserves the right to require the Contractor to submit a certified payroll for all employees covered by prevailing wage requirements. Casitas reserves the right to withhold payment of any moneys due to the Contractor until a requested certified payroll is submitted to Casitas.

Spinitar can also offer the payment terms if desired: with credit approval, 40/40/20 Progress Payments Net-30. with first 40% Progress Payment Due at Start of Project, 40% upon equipment delivery to Spinitar Warehouse, and 20% balance due upon project completion.

ESTIMATED TIMELINE AND WORK PLAN FOR COMPLETION OF PROJECT:

Lead time will be minimum 8-10 weeks from receipt of PO. Lead time includes moving of OFE equipment and existing rack to Spinitar, equipment procurement, project management, CAD, programming, testing and commissioning, shop installation and field installation.

Most of the build-out will be performed at Spinitar's Build Out and Testing Lab. The Spinitar project manager for this project will be responsible for allocating time within Spinitar's resources to complete the project on time. The systems will be working and working together before the field technicians arrive on-site to install at CMWD. This allows Spinitar to have technicians on-site for just the required minimum of 3 days. A kickoff meeting will start on receipt of PO and equipment will be ordered and shipped to Spinitar to begin commissioning, rack build and testing.

Labor and Field Installation follows the prevailing wage rate requirement from the RFP.

ESTIMATED TIME REQUIRED IN ROOM FOR ALL SYSTEM INSTALL/TESTING COMMISSIONING:

Minimum 3 days on-site.



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BILL TO:		JOB LOCATION:	
COMPANY	Casitas Municipal Water District	COMPANY	Casitas Municipal Water District
ADDRESS	1055 North Ventura Avenue	ADDRESS	1055 North Ventura Avenue

DATE **August 1,2017**

EXPIRY DATE **August 31,2017**

Oak View, CA 93022

OAK VIEW, CA 93022

SALES REP. **Adam Newon**

PHONE. **(714)367-2900**

CONTACT	Neil Cole	CONTACT	Neil Cole	EMAIL.	adamn@spinitar.com
PHONE	(805)649-2251	PHONE	(805)649-2251		

TITLE:
 CMWD - RFP Design & Build Board Room Audio Visual System Proposal

SCOPE OF WORK:
 All work done by Spinitar is during standard Mon-Fri 8 a.m. - 5 p.m. hours.

MANUFACTURER	PART DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
<u>CASITAS MUNICIPAL WATER DISTRICT</u>				
<u>BOARD ROOM DESIGN & BUILD BID</u>				
<u>AUDIO VISUAL SYSTEM PROJECT</u>				
<u>SPINITAR PROJECT PROPOSAL</u>				
	BOARD ROOM			
	DISPLAY SYSTEMS:			
Samsung	82" Display with 1080p resolution, 500 cd/m ² , 120Hz	2.00	\$4,295.24	\$8,590.48
Samsung	40" Display with 1080p resolution, 450 cd/m ² , 60Hz	1.00	\$700.00	\$700.00
Chief	Micro-Adjust Fixed Wall Mount, X-Large	2.00	\$183.89	\$367.78
Chief	Micro-Adjust Fixed Wall Mount, Large	1.00	\$109.93	\$109.93
	INPUT & CAMERA SYSTEMS:			
Dell	OptiPlex 5040 PC - SFF - Core i5 6500 3.2	1.00	\$837.14	\$837.14
Vaddio	Roboshot 12 HDMI Camera System	2.00	\$2,234.52	\$4,469.04
	AV INFRASTRUCTURE SYSTEM:			
Extron	8X4 Seamless 4K Scaling Presentation Matrix Switcher Includes built-in Extron Control Processor & a 100w 70v single channel audio power amplifier to drive the room speakers.	1.00	\$6,779.76	\$6,779.76
Extron	SMP 351 Streaming Media Processor	1.00	\$2,851.19	\$2,851.19
Extron	HDMI DTP Transmitter, 230'	4.00	\$279.76	\$1,119.04
Extron	HDMI DTP Receiver, 230'	5.00	\$279.76	\$1,398.80
Netgear	ProSAFE 8-Port POE Gigabit Smart Managed Switch	1.00	\$167.61	\$167.61
(OFE) Sense	(OFE) 18" XLR Gooseneck Microphone	9.00	\$0.00	\$0.00
(OFE) Episode	(OFE) 2X2 Tile Ceiling Speaker	4.00	\$0.00	\$0.00
Biamp Systems	TesiraFORTÉ CI DSP I/O Audio Mixer Features (12) AEC Mic/Line Inputs, (8) audio line level outputs, & (8) Ch. of configurable USB. 1RU Rack Space.	1.00	\$1,963.10	\$1,963.10
Listen Technologies	Assisted Listening Stationary RF System Listen iDSP Prime Level II Stationary RF System (72 MHz) Includes: One (1) LT-800-072-01 Stationary RF Transmitter (72 MHz) One (1) LA-122 Universal Antenna Kit (72 MHz and 216 MHz)	1.00	\$1,366.55	\$1,366.55



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Oak View, CA 93022

OAK VIEW, CA 93022

SALES REP. **Adam Newon**

PHONE. **(714)367-2900**

CONTACT	Neil Cole	CONTACT	Neil Cole	EMAIL.	adamn@spinitar.com
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TITLE:

CMWD - RFP Design & Build Board Room Audio Visual System Proposal

- One (1) LA-326 Universal Rack Mounting Kit
- Four (4) LR-4200-072 Intelligent DSP RF Receiver (72 MHz)
- Four (4) LA-401 Universal Ear Speaker
- Two (2) LA-430 Intelligent Earphone/Neck Loop Lanyard
- One (1) LA-423 4-Port USB Charger
- One (1) LPT-A107-B Dual RCA to Dual RCA Cable 6.6 ft. (2 m)
- One (1) LA-304 Assistive Listening Notification Signage Kit

Shure	BETA58/SLX2 Wireless Handheld Microphone with Receiver	1.00	\$510.06	\$510.06
Extron	7" Wall Mount Touchlink® Pro Touchpanel - Black	1.00	\$1,184.52	\$1,184.52
(OFE) Mid Atl	(OFE) 12RU Equipment Rack	1.00	\$0.00	\$0.00
Mid Atlantic	16-Outputs 15A 1RU Power Unit	1.00	\$183.70	\$183.70
	Provides Sequencing and Surge Protection. 1RU Rack Mounted System w/9' Signalsafe Power Cord. 2-Stage Surge Protection.			
Spinitar	Install Materials: Cables, Connectors, Plates and Hardware	1.00	\$2,607.89	\$2,607.89
Spinitar	Freight Charges	1.00	\$915.93	\$915.93
CA-FEE	Electronic Waste Recycling (Displays over 35")	3.00	\$6.00	\$18.00
	Equipment Sub-Total			\$36,140.52

Spinitar Professional Services

SPINITAR	General Administration	1.00	\$60.00	\$60.00
SPINITAR	System Design	5.00	\$120.00	\$600.00
SPINITAR	CAD Drawings	5.00	\$75.00	\$375.00
SPINITAR	Project Management	8.00	\$110.00	\$880.00
Spinitar	Field Installation	40.00	\$100.00	\$4,000.00
SPINITAR	Testing & Commissioning	4.00	\$120.00	\$480.00
SPINITAR	Electronic Documentation	1.00	\$80.00	\$80.00
SPINITAR	Travel Expense	1.00	\$1,057.89	\$1,057.89
SPINITAR	Extron Programming	16.00	\$120.00	\$1,920.00
	Professional Services Sub-total:			\$9,452.89

Spinitar Taxable Professional Services

SPINITAR	Shop Installation	10.00	\$90.00	\$900.00
SPINITAR	Customer Training	2.00	\$120.00	\$240.00
SPINITAR	Documentation	2.00	\$80.00	\$160.00
	Taxable Professional Services Sub-Total			\$1,300.00



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TITLE:
 CMWD - RFP Design & Build Board Room Audio Visual System Proposal

Service & Support

SPINITAR	1st-Year On-Site "Gold" Maintenance Coverage This is for 1-Year Full Service and Maintenance Coverage on all new equipment. Coverage includes: 1 UNLIMITED, Preferred on-site support/labor visits throughout the year for system system diagnostics and repairs as needed within 8-hours of customer call (PPM)** 2. Preferred service status 3. Self-serve online e-portal w/ historical knowledge base...COMING SOON! 4. Instant detailed service reports via e-mail 5. Remote support setup 6. Principle Period of Maintenance(PPM): M-F 8am-5pm 7. Telephone & e-mail response time - 1 business hrs. 8. Preventative Maintenance(PM) Visits - Two (2) per year Date Desired: _____ Date Desired: _____ 9. Complete parts replacement coverage 10. Replacement lamps and consumables - Cost + 10% 11. Ground shipping - FREE 12. Expedited shipping - Cost + 0% 13. Loaner equipment (subject to availability) 14. Spinitar's In-House Diagnostic Center (iDOC) 15. Manufacturer firmware/software updates & upgrades 16. User training on system operation and/or procedures	1.00	\$1,998.00	\$1,998.00
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For Service requests: 800.722.6444 or servicedept@spinitar.com

Service Sub-Total **\$1,998.00**



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SALES REP. **Adam Newon**

PHONE. **(714)367-2900**

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TITLE:

CMWD - RFP Design & Build Board Room Audio Visual System Proposal

Estimated Finance Options: 60 Month Term - \$1125.50
 48 Month Term - \$1332.43
 36 Month Term - \$1680.76
 24 Month Term - \$2402.19

SUBTOTAL:	\$48,891.41
SALES TAX:	\$2,713.13
TOTAL:	\$51,604.54

IF YOU WISH TO ACCEPT THIS PROPOSAL, PLEASE SIGN AND RETURN

Buyer: _____ (Print Name)	Buyer Signature: _____ Title: _____	Date: _____
<ol style="list-style-type: none"> Customer is responsible for structural, electrical & conduit requirements unless otherwise noted. System design is property of Spinitar and is copyrighted and confidential. Spinitar retains the right to substitute equivalent product for commercial or technical reasons without affecting the rest of the contract. Terms are either monthly progressive or 40% down at the time of order, 40% when system delivery begins, and final 20% at sign off. 1.5% / month interest on accounts 20 days past due. Cancelled orders will incur a 25% restocking charge or the total of all incurred charges, whichever is greater. Spinitar guarantees the price as quoted for thirty (30) days from the date of quotation, unless otherwise noted. 		

CASITAS MUNICIPAL WATER DISTRICT

REQUEST FOR PROPOSAL

DESIGN & BUILD BOARD ROOM AUDIO VISUAL SYSTEM

1. INTRODUCTION

The Casitas Municipal Water District (Casitas) is requesting proposals to design, build and install an audio visual system for the new Board Room. The primary purpose of the system is to facilitate the public's and Board's ability to see and hear Board proceedings. A secondary use of the room will be for staff training and meetings. It is Casitas' intent to receive proposals and cost statements that include all contractor services, including labor, materials, testing and equipment necessary to complete the work described by this request for proposal.

All work shall be proposed to be performed in accordance with State, Federal and local County laws and codes.

2. PROPOSAL SUBMITTAL

The proposal should be submitted in written form to Casitas Municipal Water District, 1055 North Ventura Avenue, Oak View, California 93022, Attention: Neil Cole. Proposals will be accepted until **August 11, 2017 by 3:00 p.m.** No proposals will be accepted after that time and date. The firm shall submit one electronic copy (PDF format or equivalent) of the proposal to ncole@casitaswater.com or one paper copy.

3. BACKGROUND

Casitas' District Office Building is undergoing a remodeling and reorganization project. As part of the project, the Board Room will be moved to new location with improved public access.

4. PROJECT AND SCOPE

The goal of the project is to provide and install audio visual systems that provide the board members and the public the ability to see and hear presentations and discussions clearly. A secondary usage will be as a training room for District employees. The system must also be easy to operate by existing, non-technical personnel and require little maintenance. The Board Room is 983 square feet.

The scope of work is anticipated to include:

(a) Install the current sound system within the new space and provide any additional speakers or microphones. A completely new system could be used instead, if the firm can show that this is the more cost effective approach. The current system specifications are:

Clear One Model Number 3x Interact 3-1x Interact AT Telephone Conferencing Processor (DSP) with 9 micro phones and 4 speakers.

(b) Provide and install a minimum of two large monitors for visual presentations. Casitas' preference is for wireless monitors. As a minimum, monitors shall be capable of displaying PowerPoint presentations. Anticipated size for the monitors is 80" or greater.

(c) Install one 40 inch (plus or minus) monitor in the lobby area. This monitor will be for events that exceed the capacity of the board room and for public messages.

(d) Install fixed cameras for recording and potential broadcast/webcast of Board meetings. Firm shall determine the type and location of cameras. Provide the DVR (or other suitable device) for recording the meetings in a format that would allow the recording to be uploaded to a web site without editing, conversion or other modifications.

(e) Provide a dedicated control device, such as a laptop, to upload presentations to the monitors.

(f) Provide complete system testing and training of Casitas personnel in the operation and maintenance of the system.

(g) Provide a minimum of a one year warranty on system components.

(h) Provide all software with licenses necessary to operate the systems.

(i) Provide any other items that are necessary to provide a simple, functioning audio visual system for a public meeting room.

(j) Provide power to all devices from the existing power outlets and junction boxes.

(k) Provide any additional light or sound attenuation devices (black out curtains, sound adsorption panels) that are necessary to provide a good visual and audio experience.

The attached drawing shows the new board room dimensions and proposed configuration.

Flooring will be carpet tiles. The ceiling will be a drop down acoustic tile ceiling with minimal space between the drop down ceiling and the old plaster ceiling. Casitas anticipates purchasing a new dais for the board members. The new dais is anticipated to seat eight adults. The new dais and dais installation is not part of this contract.

5. CONTRACT DOCUMENTS

The contract documents shall consist of the (1) Contractor's Proposal, (2) Casitas' Request for Proposal, (3) Agreement of changes to the Proposal or Request for Proposal, and (4) Casitas' Specification Part B – General Conditions (attached).

6. SPECIAL CONDITIONS

Casitas has provided the following project scope to assist in clarifying its intent on what the completed project should contain. Although, it should be noted by the Contractor that there may be some elements that are added to the scope of work, and which the Contractor should consider during the preparation of the proposal.

(a) Project Location and Access. The Board Room is located within Casitas' District Office at 1055 Ventura Avenue, Oak View, California. The site can be accessed by requesting an appointment through Neil Cole, 805 649-2251 x107 or ncole@casitaswater.com.

(b) Contractor Requirements. The selected Contractor will provide all labor, materials, equipment, mobilization, testing, analysis, administration and other work necessary to complete the project. The selected Contractor will be responsible for the tasks of acquiring and scheduling all materials, labor and equipment, and for all other efforts required to complete the selected alternative project. The following requirements are to be applied to the project:

- (1) The project is recognized as a public works project and as such, Articles 1 and 2 of Chapter 1, Part 7, Division II of the California Labor Code, including Sections 1720 through 1861 are applicable to this project. Said sections require the use of prevailing wages for each craft or classification necessary to do the work.

All bidders and their subcontractors shall be registered with the California Department of Industrial Relations (DIR). Failure of the bidder or subcontractors to be registered with the DIR shall render their bid as non-responsive and will be rejected except where State code provides for exceptions to the registration requirements. All contractors and their subcontractors shall furnish electronic certified payroll records directly to the Labor Commissioner, also known as Division of Labor Standards Enforcement.

- (2) All work shall be performed in conformance with general industry safety orders of the State of California, Title 8 of Chapter 7, and safety standards set forth by the Occupational Safety and Health Agency (OSHA).
- (3) All Contractors and subcontractors shall be licensed in the State of California in the appropriate disciplines for the scope of work.
- (4) The Contractor and their subcontractors shall not be allowed to live on site.
- (5) The Contractor shall be responsible for site security, closure and locking of existing access doors, and any losses due to theft,

vandalism of project components during the completion of the work. The Contractor shall be responsible for maintaining the work area in a clean and healthy state and shall be responsible for the removal and disposal of trash, excess materials and dirt. Contractor repair all damage to existing improvements done by them, their employees or their subcontractors and leave the site in a neat condition. In the event of the contractor's failure to do so, the work may be done by the District at the Contractor's expense.

- (6) The Contractor shall protect all existing utilities in the project area. Contractor shall repair any damage to utilities caused by this project.
- (7) The Contractor shall provide coordination and cooperation with Casitas staff, its contractors and representatives.
- (8) Contract conditions as specified in the District's Part B – General Conditions, attached to this Request for Proposal.
- (9) The liquidated damages for failure to complete the work on time, pursuant to Part B – General Conditions, Sections 23 and 24, will be \$50 per calendar day for each day beyond the calendar days provided for this work.

(c) Budget-Casitas has established a budget of \$50,000 to complete the design and installation of the audio visual system.

7. CONTRACTOR'S PROPOSAL CONTENT

It is the intent of this Request for Proposal to seek only those proposals that will directly address the particular project of Casitas Municipal Water District. The Contractors submitting proposals need not provide any general information about the firm, but only that particular information that specifically addresses the needs of this proposal. The proposal should not contain any information on personnel other than the proposed superintendent/project manager. The scope provided by the proposal should address not only the details in the request for proposal, but should also address those issues and relative points that may not have been described in the Request For Proposal, which the Contractor believes to be pertinent to this particular project specified. The proposal should contain the following elements:

(a) Experience. The proposal content should begin with the experience the firm has with projects similar to that proposed by Casitas. The Contractor should submit a listing of the references with names and phone numbers of each similar project the Contractor has performed recently. The Contractor shall provide a listing of all subcontractors whose work has a monetary value of 15 percent or more of the total price bid and shall include their reference experience as required of the primary contractor.

(b) Work Plan and Time Frame. The proposal should include a work plan and time frame for the work to be completed. Casitas' preference is for the work to be completed within a 15 work day period, once the equipment arrives.

(c) Lump Sum Fee. The proposal shall include the lump sum fee to complete the work.

(d) Conflicts. The firm shall identify any conflicts which they believe could affect the project work and the ability to complete on schedule.

8. **SELECTION**

The selection of the Contractor to complete the work will be based upon the following criteria:

(a) Qualifications and experience of the Contractor.

(b) The thoroughness and thought put into the proposal and the detail of the scope of work provided by the Contractor.

(c) The maximum fee specified by the Contractor to complete the scope of work.

(d) The proposed time required to complete the project.

Casitas reserves the right to reject any and all proposals that are considered unacceptable by Casitas or to waive any minor irregularities if so deemed by Casitas for any reason. If Casitas is unable to enter into agreement with the selected contractor for any reason, it reserves the right to award the contract to the next most qualified contractor who submitted a proposal. The same selection process would be used to select the alternate contractor. The District reserves the right to retain all bids for a period of forty five (45) days and to reject any and all bids for any reason at the sole discretion of the District, with or without cause.

9. **PREVAILING WAGE RATE**

In accordance with the provisions of Section 1770 of the California Labor Code, Casitas has ascertained the general prevailing rates of wages applicable to the work to be done. It shall be mandatory upon the Contractor to whom the contract is awarded, and upon all subcontractors under Contractor, to pay not less than the specified rates to all laborers and mechanics employed by them in the execution of the contract. The wage scale is set forth on the internet at www.dir.ca.gov/dlsr/statistics_research.html, from where it may be obtained.

All proposing firms and their subcontractors shall be registered with the California Department of Industrial Relations (DIR) in accordance with Labor Code Sections 1725.5, 1771, 1773.3 and 1776. Failure of the proposing firm or subcontractors to be registered with the DIR shall render their bid as non-responsive and will be rejected except where State code provides for exceptions to the registration requirements. All proposing firms and their subcontractors shall

furnish electronic certified payroll records directly to the Labor Commissioner, also known as Division of Labor Standards Enforcement.

10. **CONTRACT**

It is expected that the selected firm will enter into a Purchase Order contract with Casitas to perform the work. The conditions to be included in that contract are as follows:

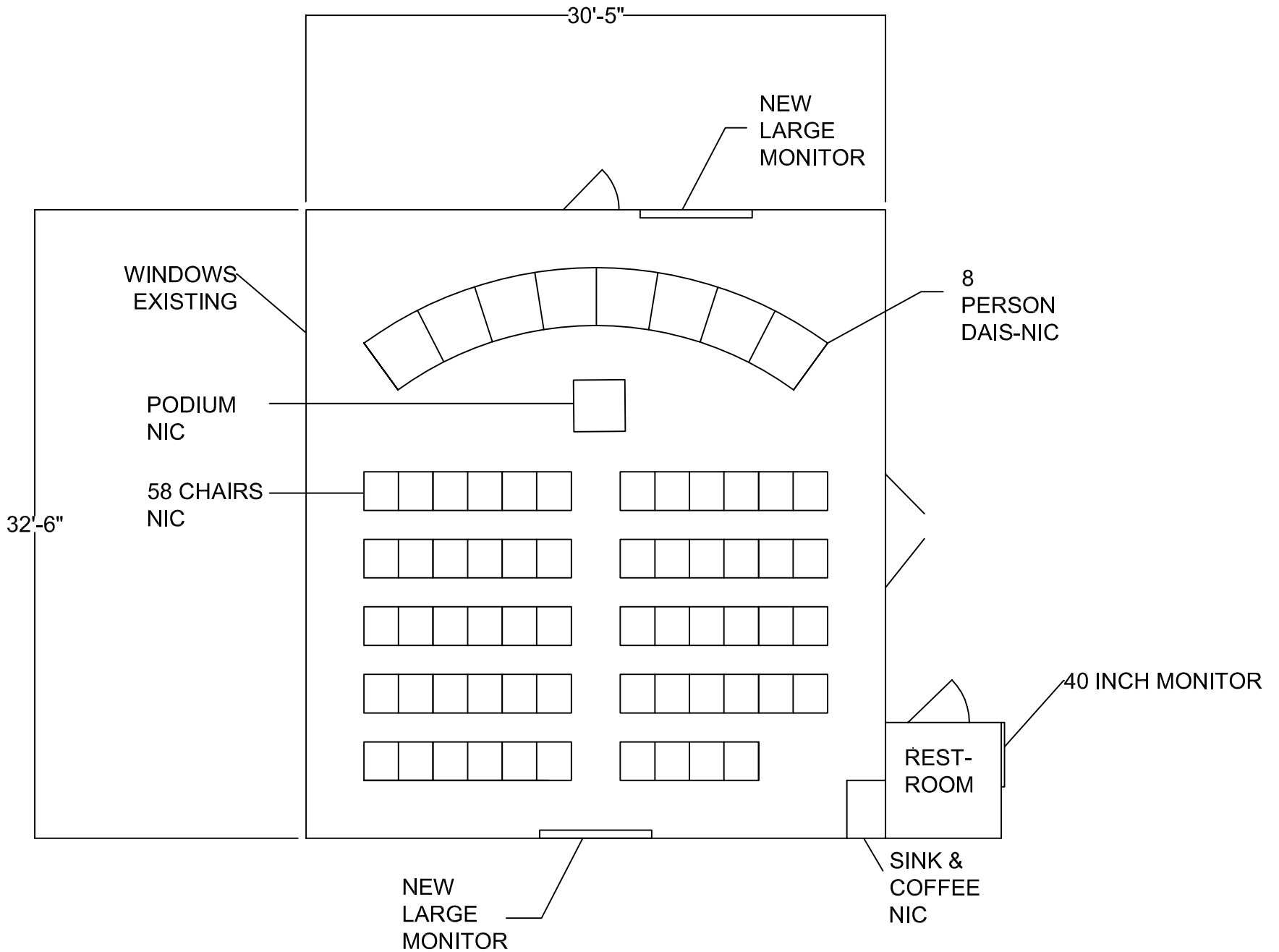
- (a) A "no attorney's fees" clause.
- (b) A "no interest" clause.
- (c) That the Contractor and any Subcontractor shall provide workmen's compensation insurance and liability insurance as required.
- (d) That any review and discussion of the bills shall not be cause for extra cost or billings.
- (e) Any dispute resulting in lawsuits shall be filed and processed in Ventura County in accordance with the laws of the State of California.
- (f) The full and agreed upon project description as contained herein, or as revised, including the District's General Conditions (Part B).

11. **PAYMENT**

Casitas shall only accept one (1) payment request per month from the selected Contractor. Invoices shall fully define the work component completed, the percentage of the task completed in terms of actual work remaining and costs remaining until completion of the task at the time of billing. **No advance payment or deposit will be paid.** Each bill shall also contain a purchase order number or work order number assigned to each task and the bill shall state the billing period. Retention shall be held by the District, in accordance with the District's General Conditions, attached. Casitas reserves the right to require the Contractor to submit a certified payroll for all employees covered by prevailing wage requirements. Casitas reserves the right to withhold payment of any moneys due to the Contractor until a requested certified payroll is submitted to Casitas.

12. **CASITAS CONTACTS**

Neil Cole
Principal Civil Engineer
1055 N. Ventura Avenue
Oak View, California 93022
(805) 649-2251, Ext. 107; FAX # (805) 649-3001
ncole@casitaswater.com



PROPOSED BOARD ROOM LAYOUT

NIC-NOT IN CONTRACT

SPECIFICATIONS
Part B - General Conditions

1. Definitions.

(a) Whenever the words defined in this article occur in these Specifications, or in any other contract document, they shall have the meaning here defined:

(b) The word "specifications" shall include these General Conditions, the Special Conditions and the applicable portions of the Standard Specifications. The form of these Specifications is intended to provide for all of the work performed for Casitas Municipal Water District.

(c) The word "District" shall mean the Casitas Municipal Water District.

(d) The word "Board" shall mean the Board of Directors of the Casitas Municipal Water District.

(e) The words "General Manager" shall mean the person holding the position or acting in the capacity of General Manager of the Casitas Municipal Water District.

(f) The word "Engineer" shall mean the General Manager, or his duly authorized representative.

(g) The word "Contractor" shall mean the Contractor in the agreement for the construction of the work and/or the furnishing of materials and/or equipment herein specified, the legal representative, or the agent of said party.

(h) The word "Subcontractor" shall mean one who, as a subcontractor, performs at the site of the work some part of the Contractor's obligation, the legal representative, or the agent therefor.

(i) The words "Standard Specifications" shall mean the provisions of the latest edition of the Standard Specifications for Public Works Construction (SSPWC) with all supplements, prepared and promulgated by the Southern California Chapters of the American Public Works Association and Associated General Contractors of America. Part one of the SSPWC is hereby deleted.

2. Contract Documents.

(a) The Notice Inviting Bids, Instructions to Bidders, Proposal Bonds, Specifications and Drawings, with the Agreement, supplemental notices, Notice to Proceed, permits and change orders shall be considered as incorporated in the contract. The contract documents are complementary, and what is called for in one shall be as binding as if called for by all. The intent of the contract documents is to provide for the execution and completion of a finished piece of work. The Contractor shall provide all labor and services and furnish all materials and equipment as necessary, except those items definitely stipulated in the Specifications or Drawings to be furnished by the District. Anything shown in the Drawings and not the Specifications, or in the Specifications and not the Drawings, shall be performed by the Contractor as though shown in both the Drawings and the Specifications.

(b) The Drawings and the Specifications show conditions as they exist, to the best knowledge and belief of the District. The Contractor shall not be relieved of any liability or responsibility under this

contract, and the district or any of its officers shall not be liable for any loss sustained by the Contractor because of any variation between conditions as shown on the Drawings and the actual conditions revealed during the progress of the work, except as provided in Section 4215 of the Government Code.

3. Precedence of Contract Documents.

(a) Should conflicts occur between Contract Documents, the document highest in precedence shall control. The precedence shall be:

- (1) Permits from other agencies as may be required by law.
- (2) Proposal.
- (3) Special Conditions and Measurement and Payment.
- (4) Technical Conditions.
- (5) General Conditions
- (6) Contract Drawings.
- (7) Standard Plans.
- (8) Standard Specifications.
- (9) Reference Specifications.

(b) Change orders, supplemental agreements and approved revisions to plans and specifications will take precedence over documents listed above. Detailed plans shall have precedence over general plans.

4. Indemnification of District. Contractor shall indemnify and hold harmless and defend the United States Bureau of Reclamation, the District, their directors, employees, agents or volunteers, and each of them from and against:

(a) Any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, in law or in equity, of every kind and nature whatsoever for, but not limited to, injury to or death of any person including District and/or Contractor, or any directors, officers, employees, agents or volunteers of District or Contractor, and damages to or destruction of property of any person, including but not limited to, District and/or Contractor and their directors, officers, employees, agents or volunteers, arising out of or in any manner directly or indirectly connected with the work to be performed under this agreement, however caused, regardless of any negligence of District or its directors, officers, employees, agents or volunteers, except the sole negligence or willful misconduct or active negligence of District or its directors, officers, employees, agents or volunteers.

(b) Any and all actions, proceedings, damages, costs expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor.

Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District or District's directors, officers, employees, agents or volunteers.

Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District or its directors, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding.

Contractor shall reimburse District and its directors, officers, employees, agents and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Contractor agrees to carry insurance for this purpose as set out in the specifications.

5. Insurance.

(A) Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:

(1) Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

- a. Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001).
- b. Insurance Services Office Form Number CA 0001 (ed. 1/87) covering Automobile Liability, Code 1 (any auto).

(2) The Contractor shall maintain limits no less than the following:

- a. General Liability. One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2501 or insurers equivalent endorsement provided to the district) or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability. One million dollars (\$1,000,000 per accident for bodily injury and property damage combine single limit.

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

- a. The United States Bureau of Reclamation, Casitas Municipal Water District, their directors, officers, employees, agents and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractors, products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the United States Bureau of Reclamation, Casitas Municipal Water District, its directors, officers, employees, agents and volunteers.
- b. For any claims related to this project, the Contractor's insurance shall be primary insurance as respects the United States Bureau of Reclamation, Casitas Municipal Water District, their directors, officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the United States Bureau of Reclamation,

Casitas Municipal Water District, their directors, officers, employees, agents and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

- c. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the United States Bureau of Reclamation, Casitas Municipal Water District, their directors, officers, employees, agents and volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior to written notice by certified mail, return receipt requested, has been given to Casitas Municipal Water District.
- f. Such liability insurance shall indemnify the Contractor and his subcontractors against loss from liability imposed by law upon, or assumed under contract by, the Contractor or his subcontractors for damages on account of such bodily injury (including death), property damage, personal injury and completed operations and products liability. Such insurance shall be provided on a policy written by underwriters through an agency satisfactory to the District (see Section 4-08.05), which includes a cross-liability clause, and covers bodily injury and property damage liability, owned and non-owned vehicles and equipment, blanket contractual liability and completed operations liability. Such liability insurance shall include explosion, collapse, underground excavation and removal of lateral support. The United States Bureau of Reclamation, Casitas Municipal Water District, their directors, officers, employees agents and volunteers shall be named as additional primary insured on any such policies. An additional insured endorsement (ISO CG 2010 or equivalent) (modified to include provisions 2-5 above) and a certificate of insurance (Accord Form 25-S or equivalent), shall be provided to the District.

(4) Any deductible or self-insured retention must be declared to and approved by the District. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the United States Bureau of Reclamation, Casitas Municipal Water District, their directors, officers, employees, agents and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

(5) Insurance is to be placed with insurers having a current A.M. Best's rating of no less than A:VII or equivalent.

(6) The Contractor shall not commence work under this contract, nor allow any subcontractor to commence work on this subcontract, until he has secured all insurance required under the section and has filed with the District, certificates of insurance in the amounts specified. Such certificates shall contain a provision that they may not be called without at least thirty (30) days' written notice to the District.

(B) Worker's Compensation Insurance.

(1) By his signature hereunder, Contractor certifies that he is 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 of that code, and he will comply with such provisions before commencing the performance of the work of this contract.

(2) The Contractor shall maintain, and shall cause all subcontractors he may employ to maintain adequate workers compensation insurance under the laws of the State of California for all labor employed by them, directly or indirectly, in the execution of the work. The Contractor and all subcontractors shall file with the District certification of such workers compensation insurance prior to beginning construction.

(C) Evidences and Cancellation of Insurance.

(1) Prior to execution of the contract, the Contractor shall file with the District evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include the ISO CG 2010 (or insurer's equivalent) signed by the insurer's representative and certificate of insurance (Accord Form 25-S or equivalent). All evidence of insurance shall be certified by a properly authorized officer, agent or qualified representative of the insurer and shall certify the names of the insured, any additional primary insurers, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, the expiration date, and that the insurer will give by certified mail, written notice to the District at least thirty (30) days prior to the effective date of any cancellation, lapse or material change in the policy.

(2) The Contractor shall, upon demand of the District, deliver to the District all such policy or policies of insurance and the receipts for payment or premiums thereon; and should the Contractor neglect to obtain and maintain in force any such insurance or deliver such policy or policies and receipts to the District, then it shall be lawful for the District to obtain and maintain such insurance, and the Contractor hereby appoints the District his true and lawful attorney-in-fact to do all things necessary for this purpose. All money paid by the District for insurance premiums under the provisions of this article shall be charged to the Contractor.

6. Bonds.

(a) Payment Bond. The successful bidder shall file with the District a surety bond to be approved by the District in a sum of not less than one hundred percent (100%) of the total amount payable by the terms of the contract, conditional as provided by Section 3247 of the Civil Code.

(b) Performance Bond.

(1) The successful bidder shall also file with the District a surety bond, to be approved by the District in a sum of not less than one hundred percent (100%) of the total amount payable by the terms and conditions of the Contract. Pursuant to Public Contract Code Section 22300, at the request and expense of the Contractor, securities equivalent to the amounts withheld by the District to ensure performance under this contract, shall be deposited with the District. The District shall pay such monies to the Contractor upon satisfactory completion of the contract. Securities eligible for investment under this section shall include those listed in Government Code Section

16430, or bank or savings and loan certificates of deposit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. If the securities to be deposited by the Contractor pursuant to this provision are in registered form, the registration shall be transferred to the District.

- (2) Maintenance and Guarantee. The Contractor hereby guarantees that the entire work constructed by him under the Contract will meet fully all requirements thereof as to quality of workmanship and of materials furnished by him. The Contractor hereby agrees to make, at his own expense, any repairs or replacement made necessary by defects in material or workmanship supplied by him that becomes evident within one year after the date of final payment, and to restore to full compliance with the requirements of these Specifications, any part of the work which, during said one year period, is found to be deficient with respect to any provision of the Specifications. The Contractor shall make all repairs and replacement promptly upon receipt of written orders from the Engineer to do so. If the Contractor fails to make the repairs and replacements promptly, the District may do the work and the Contractor and his Surety shall be liable to the District for the cost thereof.

(c) Each of said bonds shall be executed by the Contractor and a corporate surety licensed in the State of California. If the amount payable under terms of the Contract exceeds the original bid because of additional quantities and/or the issuance or change orders, said surety shall be required to cover the additional amount.

7. Additional Surety. If, during the continuance of the Contract, any of the sureties upon the faithful performance bond, in the opinion of the Engineer, are or become insufficient, he may require additional sufficient sureties, which the Contractor shall furnish to the satisfaction of the Engineer within 15 days after notice, and in default thereof, the contract may be suspended and the work completed as provided in Section 21 hereof.

8. Assignment Forbidden. The Contractor shall not assign, transfer, convey or otherwise dispose of this Contract, nor of his right, title or interest in any part thereof, nor any of the monies to become due and payable under the Contract, in any manner without the previous consent in writing of the Engineer. If the Contractor shall, without such written consent, assign, transfer, convey or otherwise dispose of any part of this Contract, or of any of the monies to become due and payable under the Contract, the District may, at its option, terminate the Contract according to Section 21 of these General Conditions. The District shall thereupon be relieved from all liability to the Contractor, and to his assignee or transferee.

9. Time and Order of Work. The Contractor shall at all times employ such personnel, and provide such services, materials and equipment as will be sufficient, in the opinion of the Engineer, to complete the work or any separable portions thereof according to a progress schedule, and within the time limit fixed by the Contract. If the Contractor should fail to maintain adequate progress, he may be required to employ additional personnel, and provide additional services, materials and equipment, and to modify his plans and procedure in such manner as to ensure completion of the work within the time limit fixed by the Contract. This provision shall not be the exclusive remedy of the District.

10. Protests. If the Contractor considers any of the work demanded of him to be outside the requirements of the Contract, or if he considers any order or ruling of the Engineer or any duly authorized representative to be unfair, he shall immediately ask for written instructions or divisions, whereupon he shall proceed without delay to perform the work or conform to the order or ruling; but unless the Contractor finds such instructions or divisions satisfactory, he shall, within ten (10) days after receipt of same, file a written protest with the Engineer, stating clearly and in detail his objections and the reasons therefor. Except for such grounds for protest or objections as are made of record in the manner specified and within the time stated herein, the Contractor hereby waives all grounds for protests or objections to the order, rulings, instructions, or decisions of the Engineer, and hereby agrees that as to all matters not included in such protest, the order, instructions and decisions of the Engineer shall be final and conclusive.

11. Authority of the Engineer. The work shall be observed by the Engineer to determine that the work is being completed according to the plan, specifications and design and planning concepts. The Contractor shall be responsible for the supervision of construction processes, site condition, operation, equipment, personnel and the maintenance of a safe place to work or any safety in, on or about the work site until such time as the District files a Notice of Completion. The Engineer, however, reserves the right to determine the adequacy of the Contractor's method, plant, and appurtenance to determine in all cases the amount, quality, acceptability and fitness of the work and material to be provided under the Contract, to determine all questions in relation to said work and construction thereof, and to decide in all cases any question which may arise concerning the fulfillment of this Contract by the Contractor. Should any discrepancy appear or any misunderstanding arising as the import of anything contained in the Specifications or Drawings, the matter shall be referred to other Engineer and his decision shall be binding on the Contractor. Any differences or conflicts which may arise between the Contractor and other contractors performing work for the District shall be adjusted to the satisfaction of the Engineer.

12. Right of Way and Encroachment.

(a) Except as otherwise stated in the Special Conditions, the right of way for the work to be constructed under these Specifications will be provided by the District. This shall not be interpreted as giving the Contractor exclusive occupancy of the right of way provided. When the work to be performed is located within State Highway, County or Southern Pacific Railroad rights of way, or within a water course which is under the jurisdiction of the Ventura County Flood Control District, the Contractor will be required to obtain construction permits from those agencies in his own name.

(b) Right of way to be furnished by the District for construction operations and other purposes will be specifically shown on the Drawings or provided for in the Detailed Specifications. Should the Contractor find it necessary to use any additional lands during the construction of the work, he shall provide for the use of such lands at his own expense.

13. Errors or Discrepancies Noted by Contractor.

(a) If the Contractor, either before commencing work or during the work, finds any discrepancy between these Specifications and Drawings, or between either of them and the physical conditions at the site of the work, or finds any error or omission in any of the Drawings or in any survey, he shall promptly notify the Engineer in writing of such discrepancy, error, or omission. If the Contractor observes that any drawings or specifications are at variance with any applicable law, ordinance, regulations, order or degree, he shall promptly notify the Engineer, in writing, of such conflict.

(b) The Engineer, upon receipt of any such notice, shall promptly investigate the circumstances and give appropriate instructions to the Contractor. Until such instructions are given, any work done by the Contractor, either directly or indirectly after his discovery of such error, discrepancy or conflict, will be at his own risk and he shall bear all costs arising therefrom.

14. Extra Work.

(a) If, during the performance of the Contract, it shall, in the opinion of the Engineer, become necessary or desirable, for the proper completion of the contract, to order work done or materials or equipment furnished which, in the opinion of the Engineer, are not susceptible of classification under the bid items, the Contractor shall do and perform such work and furnish such materials and equipment as extra work, as hereinafter provided. All extra work shall be ordered in writing before it is started. No extra work shall be paid for unless ordered in writing.

(b) Extra work will ordinarily be paid for at a lump sum or unit price agreed upon in writing by the Engineer and the Contractor before the extra work shall be ordered.

(c) When the price of the extra work cannot be agreed upon, the District will pay for the extra work based on the accumulation of costs as provided in subsections (d) through (I). The failure of the Contractor to comply with the requirements of this section shall deem the Engineer to establish costs as he deems reasonable.

(d) At the close of each working day, the Contractor shall submit a daily report to the Engineer, on forms approved by the District, together with applicable delivery tickets, listing all labor, materials, and equipment involved for that day, and for other services and expenditures when authorized. An attempt shall be made to reconcile the report daily, and it shall be signed by the Engineer and the Contractor. In case of disagreement, pertinent notes shall be entered by each party to explain points which cannot be resolved immediately. Each party shall retain a signed copy of the report. Reports by subcontractors or others shall be submitted through the prime contractor. Said reports shall contain the following information:

- (1) The names of workers, classification and hours worked;
- (2) A description and the amount of materials used;
- (3) The type of equipment, size, identification number and hours of operation, including loading and transportation if available;
- (4) Other services and expenditures shall be described in such detail as the District may require.

(e) The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the extra work costs will not be permitted unless the Contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.

(f) The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available and delivered to the job site in the entities involved, plus sales tax, freight and delivery. The District reserves the right to approve material sources of supply, or to supply materials to the Contractor if necessary for the progress of the work. No markup shall be applied to any material provided by the District.

(g) No payment will be made for the use of tools which have a replacement value of \$100 or less. Regardless of ownership, the rates to be used in determining equipment rental costs shall not exceed listed rates prevailing locally at equipment rental agencies or distributors, at the time the work is performed. If local rental costs are unavailable, the Contractor shall submit his costs to operate the equipment compiled and signed by a Certified Public Accountant. The rental rates paid shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance and all incidentals. Necessary loading and transportation costs for equipment used on the extra work shall be included. If equipment is used intermittently and, when not in use, could be returned to its rental source at less expense to the District than holding it at the work site, it shall be returned, unless the Contractor elects to keep it at the work site at no expense to the District. All equipment shall be acceptable to the Engineer, in good working condition, and suitable for the purpose for which it is to be used. Manufacturer's ratings and manufacturer's approved modifications shall be used to classify equipment, and it shall be powered by a unit of at least the minimum rating recommended by the manufacturer. The reported rental time of the equipment already at the job site shall be the duration of its use on the extra work, plus the time required to move it from its previous site and back or to a closer site.

(h) The District may authorize other items which may be required on the extra work. Such items include labor, services, material, and equipment which are different in their nature from those required for the work specified in the Contract which are of a type not ordinarily available from the Contractor or any of the subcontractors. Invoices covering all such items in detail shall be submitted with the request for payment.

(i) Vendors' invoices for material, equipment rental, and other expenditures, shall be submitted with the request for payment. If the request for payment is not substantiated by invoices or other documentation, the District may establish the cost of the item involved at the lowest price which was current at the time of the report.

(j) The following percentage shall be added to the Contractor's costs and shall constitute the markup for all overhead and profits:

Labor	10%
Materials	10%
Equipment Rental	10%
Other Items and Expenditures	10%

To the sum of the costs and markups provided for in this subsection, one percent (1%) shall be added as compensation for bond and liability insurance.

(k) When all or any part of the extra work is performed by any of the Contractor's subcontractors, the markups established in Subsection (14)(j) shall be applied to the subcontractor's actual cost of such work, to which a markup of five percent (5%) on the subcontracted portion of the extra work may be added by the prime contractor.

(1) Any extra work performed hereunder shall be subject to all of the provisions of the Contract and the Contractor's sureties shall be bound with reference thereto as under the original Contract.

15. Changed Conditions.

(a) The Contractor shall notify the Engineer in writing of the following work site conditions, hereinafter called changed conditions, promptly upon their discovery and before they are disturbed:

- (1) Subsurface or latent physical conditions differing materially from those represented in the Contract; and
- (2) Unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the character of the work being performed.
- (3) 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) The Engineer will promptly investigate conditions when notified of any conditions which appear to be changed conditions. If the Engineer determines that the conditions are changed conditions and that they will materially increase or decrease the costs of any portion of the work, a change order will be issued adjusting the compensation for such portion of the work. If the Engineer determines that conditions of which he/she has been notified by the Contractor do not justify an adjustment in compensation, the Contractor will be so advised in writing. Should the Contractor disagree with such determination, he may submit a protest to the Engineer, as provided in Section 10 of these General Conditions.

(c) If the Engineer determines that the conditions are changed conditions and that they will materially affect the performance time, the Contractor, upon submitting a written request, may be granted an extension of time subject to the provisions of Section 22.

(d) The Contractor's failure to give notice of changed conditions promptly upon their discovery and before they are distributed shall constitute a waiver of all claims in connection therewith.

16. Disputed Work.

(a) If unable to reach agreement under any of the foregoing procedures, the District may direct the Contractor to proceed with the work. Payment shall be as later determined by arbitration, if District and Contractor agree thereto, or as fixed in a court of law.

(b) Although not to be construed as proceeding under extra work provisions, the Contractor shall keep and furnish records of disputed work according to Section 14.

17. Legal Action by Contractor.

(a) No legal action shall be commenced against the District concerning the Contract until any dispute or decision of the Engineer has been appealed and denied by the District's Board of Directors. The Board's refusal to consider or failure to consider a written appeal within thirty (30) calendar days after receipt shall be deemed denial of such appeal.

(b) Prior to submitting any appeal to the Board, the Contractor shall exhaust his administrative remedies by attempting to resolve his dispute with the District's staff in the following sequence:

Construction Inspector
District Engineering
General Manager
Board of Directors

(c) Should any of the listed persons fail to consider a request by the Contractor for reconsideration of a decision within three (3) working days after receiving written request to do so, the Contractor may proceed directly to the next person in the list. At the option of the District, the person to whom the request for reconsideration is directed may elect to take such request to a higher level and the Contractor's request shall be deemed to be properly submitted to such higher level.

(d) Nothing in this subsection shall be considered as relieving the Contractor from his duties required by the Contract documents.

18. Changes.

(a) If either the Engineer or the Contractor, because of conditions which develop during the progress of the work, finds it impracticable to comply strictly with these Specifications, the Engineer may prescribe a modification of requirements or methods of work. For such proposes, the Engineer may, any time during the life of the Contract, by written order, make such changes, as he shall find necessary, in the design, engineer, grade, form, location, dimensions, plan, or material of any part of the work or equipment to be furnished. If such changes increase or diminish the quantity of work to be done, they shall not constitute the basis for a claim for damages or anticipated profits in the work that may be dispensed with; provided that if such changes or alterations render useless any work already done or materials already furnished or used in the work, the Engineer shall make reasonable allowance therefore, which action shall be binding upon both parties.

(b) In case of increasing or decreasing of work, the total amount of work actually done or materials or equipment furnished shall be paid for according to the unit price established for such work under the contract, wherever such unit price has been established. In the event no prices are named in the Contract but cover such changes or alterations, the cost of such changes shall be determined as provided in Section 14(c).

19. Discovery of an Unknown Utility.

(a) The Contractor's attention is directed to Section 4215 of the Government Code which provides that the district assumes the responsibility for the removal, relocation or protection of the existing

utilities located on the site of any construction project if such utilities are not identified by the District in the plans and specifications made a part hereof.

(b) If the Contractor, while performing the Contract, discovers utility facilities not identified by the District in the Contract plans and specifications, the Contractor shall immediately notify the District. The Contractor shall not be assessed liquidated damages for delay in completion of the project, which such delay is caused by the failure of the District or the owner of the utility to provide for removal or relocation of the existing utility facilities.

(c) In the event that the discovery of said utility facilities may cause extra work, the Contractor is required to obtain written authorization to change or modify the work according to Sections 14 and 18 of these General Conditions, entitled "Extra Work" and "Changes," respectively.

(d) The Contractor's failure to give said notice promptly upon discovery of an unknown utility or the Contractor's failure to obtain written approval for any work concerning the relocation, protection and/or removal of the said unknown utility or for any work relative to the modification of any portion of the work prior to the beginning of any of said work, shall constitute a waiver of any rights to any claim in connection therewith.

20. Termination of Contract.

(a) General. If, at any time before completion of work under the contract, it shall be found by the District that reasons beyond the control of the parties hereto render it impossible, or against the best interest of the District, to complete the work contracted to be done; or if the work shall have been prevented or suspended by injunction issued by a court of competent jurisdiction nor by any other order of constituted authority for a period in excess of 30 consecutive days; the District, by written thirty (30) day notice to the Contractor, may discontinue the work and terminate the contract; or, in the event the entire work shall have been suspended by the District, through no fault of the Contractor, in writing, the Contract shall be discontinued. Upon the service of notice of termination, the Contractor shall discontinue the work in such manner, sequence, and at such times as the Engineer may direct, continuing and doing, after said notice, only such work and only until such time or times as the Engineer may direct. Such work shall be paid for as extra work according to Section 14 of these General Conditions. The Contractor shall have no claim for damages for such discontinuance or termination of the Contract, nor shall the Contractor have any claim for anticipated profits on the work thus dispensed with, nor any other claim; except: (1) for the work actually performed between the date of the notice of termination and the time of complete discontinuance; and (2) for any liquidated damages accruing up to the date of said notice of termination according to the provisions of the Special Conditions.

(b) Consumable Supplies. In the event of discontinuance and termination of the contract, the District may, and at the request of the Contractor shall, purchase from the Contractor all consumable supplies of the Contractor on hand, or in transit, or on definite commitment which, in the opinion of the Engineer, are suitable and required, except for such discontinuance and termination, to complete the work, and the District shall pay the Contractor for such consumable supplies the prices paid therefor by the Contractor.

(c) Completion of Contract. In the event that the work shall be discontinued and the Contract terminated, the satisfactory completion of such work, as the Engineer may thereafter direct, and satisfactory compliance with the terms of said order shall be deemed the completion of the work specified in the

Contract; and the final estimate shall be the amount of work completed to the time of such discontinuance and termination, with such other sums as may be due the Contractor according to the provisions of this section.

21. Suspension of Contract.

(a) If the work to be done under the Contract shall be abandoned by the Contractor, or if the Contractor shall make a general assignment for the benefit of his creditors or be adjudicated as bankrupt, or if a receiver of his property or business be appointed by a court of competent jurisdiction, or if this Contract shall be assigned by him otherwise than hereinbefore specified, or if at any time the Engineer shall be of the opinion that the performance of the contract is unnecessarily or unreasonably delayed, or that the Contractor is willfully violating any of the conditions of the Contract, or is executing the same in bad faith or not according to the terms thereof, or if the work be not fully completed within the time named in the Contract for its completion or within the time to which the completion of the Contract may have been extended as hereinafter provided, the Board may, by written notice, instruct the Contractor to discontinue all work, or any part thereof, under this Contract.

(b) When such written notice is served upon the Contractor, he shall immediately discontinue the work or such part thereof as covered by the notice, and shall not resume the same by written notice from the Board, in which case work shall be resumed in ten (10) days. In any such case, the District may take charge of the work and complete it by a new contract or by force account and charge the expense of completion by either method to the Contractor. In so doing, the District may take possession of and use any of the materials, plans, tools, equipment, supplies and property of every kind provided by the Contractor for the purpose of his work. Any such charges shall be deducted from such monies as may be due or may at any time hereafter become due the Contractor under this contract or at any part thereof. In case such expense shall exceed the amount which would have been due the contractor under the Contract if the same had been completed by him, he shall pay the amount of such excess to the District; and in case such expense shall be less than the amount which would have been payable under this contract if the same had been completed by the Contractor, he shall have no claim to the difference except to such extent as may be necessary, in the opinion of the Engineer, to reimburse the Contractor or the Contractor's sureties for any expense properly incurred for plans, equipment, materials, supplies and labor devoted to the prosecution of the work, of which the District shall have received the benefit which shall not have been otherwise paid for by the District. In computing such expense the salvage value of such plans and equipment, at completion of the work, shall be deducted from the depreciated value thereof at the time taken over by the District and the difference shall be considered the expense. All necessary estimate and appraisals shall be made by the Engineer.

(c) When any particular part of the work is being carried on by the District, by Contract or otherwise, under the provisions of this section, the Contractor shall continue the remainder of the work in conformity with the terms of the Contract, and in such a manner as to nowise hinder or interfere with the persons or workers employed, as provided above, by the District, to do any part of the work, or to complete the same under the provisions of this section.

22. Extension of Time of Completion.

(a) If the work shall be delayed in consequence of suspension by the District except as provided in Section 21 or of failure by the District to provide right of way, or of any other act or omission of the District, or by strikes, acts of God, delay of delivery or properly ordered materials for which a delivery time has not been stated in the Proposal, or other unforeseeable causes beyond the control and without the fault or negligence of the Contractor or his subcontractors, the Contractor shall be entitled to so much additional time wherein to perform and complete the contract on his part as the Engineer shall certify in writing to be just.

(b) Application for extension of time must be made to the Engineer, in writing, stating cause, within the ten (10) days immediately following the end of such delay.

(c) Permitting the Contractor to continue and finish the work, or any part of it, after the date to which the time fixed for its completion may have been extended, shall in no way operate as a waiver on the part of the District of any of its rights under this Contract.

(d) The Contractor shall receive no compensation on account of any suspension of the work either in whole or in part or for any delay or hindrance herein mentioned except as provided in the Special Conditions.

(e) No extension of time shall be made for ordinary delays and accidents and the occurrence of such shall not relieve the Contractor from the necessity of maintaining the required progress. In the case of an extension of time by the Engineer for completion of the contract as provided for in these Specifications, a revised schedule of progress may be prescribed according to such extension of time.

23. Failure to Complete on Time.

(a) The Contractor shall pay for each and every calendar day that he shall be in default in completing the whole work to be done under this contract, the sum named in these conditions, which sum is by the execution of this agreement mutually agreed upon as liquidated damages which the District shall suffer by reason of such default. The District shall have the right to deduct the amount of such damages from any monies due or to become due the Contractor under this Contract.

(b) The Contractor shall not be assessed liquidated damages for failure to complete the work on time due to any of the causes stated in Section 22(a).

24. Liquidated Damages.

(a) Pursuant to Section 23 of these General Conditions, failure of the Contractor to complete the work within the time allowed will result in damages being sustained by the District. Such damages are, and will continue to be, impractical and extremely difficult to determine. For each consecutive calendar day in excess of the time specified for completion of the work (as adjusted by change order), the Contractor shall pay the District, or have withheld from monies due it, the sum of \$500, except as otherwise specified in Part C or the Agreement.

(b) Execution of the Contract under these Specifications shall constitute agreement by the District and Contractor that \$500 per day, except as otherwise specified in Part C or the Agreement, is the

minimum value of the costs and actual damage caused by failure of the Contractor to complete the work within the allotted time, that such sum is liquidated damages and shall not be construed as a penalty, and that such sum may be deducted from payments due the Contractor if such delay occurs.

25. Contractor's Responsibility.

(a) The contractor shall be responsible for safe and efficient execution of the work to secure the safety of the workers, the quality of the work and the stipulated rate of progress.

(b) The Contractor shall bear all losses resulting to him no account of the amount or character of the work, or from any unforeseen obstruction or difficulties which may be encountered, or because of weather, floods, or other causes, except as follows:

- (1) The Contractor shall not be responsible for the cost of repairing or restoring damage to the work which damage was caused by an act of God, as defined in Public Contract Code Section 7105, and shall be the basis for determining the extent of the District's liability, if any.
- (2) It shall be the responsibility of the Contractor to take all reasonable and adequate measures to protect the work from damage and/or to minimize any damage to the work.
- (3) The District reserves the right to make changes in the plans and Specifications applicable to the portion of the work to be restored. The District reserves the right to terminate the Contract and relieve the Contractor of further obligations to perform the work. In the event that the work damaged is to be repaired or restored either, in kind or changed by the engineer, a contract change order will be provided according to Sections 14 and 18 of the General Conditions of this Specification. The change order may provide for the Contractor to perform any work deemed by the Engineer as necessary to put the project in satisfactory condition for the termination of all work.
- (4) The District may require the Contractor to submit as a separate bid item the insurance premium covering the cost of work destroyed in whole or in part by an "Act of God," as defined in Public Contract Code 7105 and provide such insurance to indemnify the District for any damage to the work caused by an "Act of God," and to rebuild said work with the proceeds of said insurance. If the District elects to do so, said insurance shall be in lieu of the provision of the Public Contract Code 7105.

(c) The Contractor shall be responsible for all material, except defective material, furnished by the District, and for the care of all work until its completion and final acceptance, and he shall at his own expense replace damaged, lost or stolen material and repair damaged parts of the work, or the same may be done at his expense by the District.

(d) During the progress of the work, the Contractor shall keep the premises occupied by him in a neat and clean condition. When the work is completed he will be required to remove all debris caused by him in his operations, repair all damage to existing improvements done by him or his employees and leave the site of the work in a neat condition. In the event of his failure to do so, the same may be done at his expense by the District.

(e) The Contractor shall be responsible for all damage or injury which may be caused on any property by trespass of the Contractor's employees during their employment, whether the said trespass was committed with or without the consent or knowledge of the Contractor.

(f) The Contractor shall provide at his own expense, all necessary water, telephone, and power required for his operations under the Contract, except as provided for in the Special Conditions.

(g) The Contractor shall so conduct his operations as not to close or obstruct any portion of any highway, road, or street, or prevent in any way free access to fire hydrants until permission to do so has been obtained from the proper authorities.

(h) The Contractor shall be responsible for determining the nature and extent of any simultaneous, collateral, and essential work by others. The Contractor shall coordinate his operation and cooperate with others to minimize interferences, conflicts, and/or any other related conduct during the construction of the work.

26. Shop Drawings.

(a) Drawings and prints of articles, machinery, or fabricated materials entering into permanent construction which are required to be furnished by the Contractor and for which detailed drawings are not furnished by the District, the Contractor shall submit five (5) copies for approval, three (3) of which will be returned to the Contractor for his distribution, the two (2) other copies shall become the property of the District. The District shall approve such drawings or return them to the Contractor with requirements for approval within ten (10) days after the date of submission.

(b) Approval by the District on items called for under these Specifications does not relieve the Contractor from the responsibility for errors, omissions or deviations from the Contract documents unless such deviations were specifically called to the attention of the Engineer in the letter of transmittal submitted with the material for approval.

(c) If the Contractor objects to any conditions imposed by the District in granting said approvals, he shall immediately give the District written notification.

27. Trench Shoring Plans.

(a) In compliance with Section 6705 of the Labor Code, the Contractor, at his sole expense, shall be required to submit detailed shoring plans for review by the District's Engineer for all construction projects and/or any related modifications, revision or changes thereto, which are in excess of \$25,000, for the excavation of any trench, trenches, or other excavation five (5) feet or more in depth.

(b) Shoring plans shall show the details of the shoring, bracing, sloping and all other provisions to be made for the workers' protection from the hazard of caving ground during the excavation of any trench, trenches, or other excavation.

(c) Such shoring plans shall be prepared by a qualified civil or structural engineer registered in the State of California in the event that such plans vary or deviate, in any manner, from the shoring system

standards as outlined in the State Construction Safety Orders issued by the Division of Industrial Safety, State of California.

(d) The Contractor shall submit the shoring plans to the Division of Industrial Safety, State of California, for its approval.

(e) The Contractor shall be required to submit the shoring plans within fifteen (15) days after notification of an award of a contract has been sent.

28. Safety Permit.

(a) In compliance with Section 6424 of the Labor Code, the Contractor, at his sole expense, shall be required to obtain a permit from the Division of Industrial Safety for the excavation of any trench, trenches, or other excavation five (5) feet or more in depth, prior to beginning any excavation work that is not covered by Section 6422 of the Labor Code.

(b) A copy of all permits issued and the related construction safety orders approved by the Division of Industrial Safety shall be filed with the District within fifteen (15) days after notification of the award of a contract, or within three (3) days after issuance of the permit, and prior to the beginning of the excavation of any trench, trenches, or other excavation five (5) feet or more in depth.

(c) Additional permits may be required for each modification, revision or change in the work.

(d) Safety permits required by Section 6424 of the Labor Code shall be in addition to all other permits required.

29. Personal Attention. The Contractor shall give his personal attention constantly to the faithful prosecution of the work, and shall be present, either in person or by a duly authorized and competent representative, on the site of the work continually during its progress, to receive directions or instructions from the Engineer. Whenever the Contractor is not present on any part of the work where it may be desired to give directions, orders may be given by the Engineer, and shall be received and obeyed by the superintendent or foreman who may have charge of the particular part of the work in reference to which orders are given.

30. Laws, Regulations and Permits.

(a) The contractor shall give all notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of the work. The contractor shall be liable for all violations of the law in connection with the work furnished by the contractor. If the contractor observes that the drawings or specifications are at variance with any law or ordinance, rule or regulation, he shall promptly notify the engineer in writing and any necessary changes shall be made by written instruction or change order. If the contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations and without giving notice to the engineer, the contractor shall bear all costs arising therefrom.

(b) The Contractor shall submit a certification that they are in compliance with the Civil Rights Act of 1964 as amended by the Equal Employment Opportunity Act of 1972, the California Fair Employment Practice Act of 1959, as amended, California Labor Code Section 1777.5 and Section 1735 and any other applicable Federal and State laws and regulations hereinafter enacted. Certification of

Compliance with Executive Order 11246, as amended, will be required when applicable. Such certification shall be on forms satisfactory to the District.

- (c) The following are exempted from the above provisions in relation to affirmative action efforts:
- (1) Contractors, subcontractors and suppliers who have a paid work force of less than fifteen (15) persons.
 - (2) Contracts and subcontracts which do not exceed \$10,000.00.
 - (3) Contracts and subcontracts which are deemed by the Board to be an "Emergency" nature or an apparent "Sole Source" purchase.
 - (4) Exemptions may be denied by the Board pursuant to a finding by the District that the exemption is having an adverse effect on the purpose of these Specifications. Additional exemptions may be granted by the Board for reasons of a similar finding.

(d) The Contractor shall only use equipment that complies with the state air quality regulations and the Ventura Air Pollution Control District regulations.

31. Sales and/or Use Taxes. Except as may be otherwise specifically provided herein, all sales and/or use taxes assessed by Federal, State or local authorities on materials used or furnished by the Contractor in performing the work hereunder shall be paid by the Contractor.

32. Construction Schedule. Prior to commencing the work, the Contractor shall submit a detailed construction schedule. At the beginning of each month as may be required by the Engineer, the Contractor shall submit an updated construction schedule. Said construction schedule shall show the order in which the Contractor proposes to complete the work, the dates when the various parts of the work are to begin and the estimated dates of completion. The detailed schedule shall be a modified bar type and shall show each principal item of work or activity.

33. Inspection.

(a) All materials furnished and all work done under these Specifications shall be subject to rigid inspection. The Contractor shall furnish the Engineer every reasonable facility for ascertaining whether the work is in accordance with the requirements and intent of these Specifications.

(b) Work done in the absence of prescribed inspection may be required to be removed and replaced under the proper inspection. The entire cost of removal and replacement, including the cost of all materials which may be furnished by the District and used in the work removed, shall be borne by the Contractor, irrespective of whether the work removed is found to be defective.

(c) Work covered up without the authority of the Engineer shall, upon order of the Engineer, be uncovered to the extent required, and the Contractor shall bear the entire cost of performing all the work and furnishing all the materials necessary for the removal of the covering and its subsequent replacement, as directed and approved by the Engineer.

(d) Nothing in these Specifications shall be construed to mean that the District will provide continuous inspection. The Contractor shall cooperate and coordinate his activities in order that his work can be inspected to the satisfaction of the Engineer.

(e) The Contractor shall keep the Engineer informed, a reasonable time in advance, of the times and places at which he intends to do work, so that the inspection and the necessary measurements may be made with a minimum of inconvenience to the Engineer, or delay to the Contractor.

34. Construction Staking.

(a) The Engineer will provide only minimal construction staking, the extent of which will be described in the Special Conditions hereof. The Contractor shall be required to provide all other additional staking and/or measurements necessary for the proper execution of the work.

(b) The Contractor shall notify the Engineer in writing at least five (5) working days before the time the Contractor will require the construction staking.

(c) The Contractor shall be required to preserve all bench marks, monuments, survey marks and construction stakes, and in case of their removal or destruction caused by the Contractor's activities, the Contractor shall be liable of the cost of their replacement.

35. Construction Interferences.

(a) Insofar as practicable during the progress of the work, the Contractor shall not disturb, but shall support and protect against injury, and maintain in good operating condition at his own expense, all subsurface, surface and overhead utilities, structures and other facilities as are encountered in the prosecution of the work.

(b) In the event that subsurface, surface, or overhead utilities, structures or other facilities are required to be disturbed or removed out permit the construction of the work, the Contractor shall not do any work that would affect such utilities, structures or facilities, or enter upon the right of way or other lands appurtenant thereto until notified by the Engineer that authority has been obtained to do so. The Engineer will make all necessary arrangements with the owner or other utilities for their relocation and reconnection, without cost to the Contractor, including the reconnection of services and the resurfacing of trenches required for said location; provided such arrangements shall not relieve the Contractor of his responsibilities as outlined in Section 2(b) of these General Conditions, nor the responsibility of proper care and protection of any utilities, structures or facilities encountered because of such varying conditions. The Contractor shall coordinate his operations with those of the owner or owners concerned with the disturbance or removal of facilities to minimize the inconvenience imposed on all affected parties.

(c) Except as provided in Section 4215 of the Government Code and in the event the Contractor disturbs, disconnects or damages any subsurface, surface, or overhead utility, structure or other facility prior to the making of necessary arrangements by the Engineer with the owner thereof, he shall immediately give to the owner notice of said disturbance, disconnection, or damage, and the Contractor shall assume all responsibility connected therewith, even in the event such damage occurs after backfilling or is not discovered until after completion of backfilling, and the provisions of this subsection shall continue in force until the termination of the guarantee period provided.

(d) All facilities removed shall be reconstructed as promptly as is possible in its original or other authorized location, and in a condition at least as good as when removed and subject to the inspection of the owner or of the governing body having jurisdiction.

(e) During the performance of the work under these Specifications, the owners or agencies in control of any of the facilities affected by the work shall have the right to enter, when necessary, upon the project right of way, or upon any street or other public way affected by the Contractor's operations, or any portion thereof, for the purpose of maintaining service and of making changes in or repairs to said facilities.

(f) The District reserves the right during the progress of the work and upon determination of the actual position of the existing utilities, structures, and other facilities, to make changes in the grade or alignment, or both, of the District's facilities wherever by so doing the necessity for relocation as provided herein of such utility, structures, or other facility will be avoided; provided that such changes shall not entitle the Contractor to additional compensation other than according to the prices named in the Bidding Sheet for the respective contract items.

(g) In the event the Contractor discovers a substructure as defined in Section 4215 of the Government Code and not identified by the District on the contract plans and Specifications, the Contractor shall be required to notify the District in writing. In the event that such discovery may cause extra work, the Contractor shall be required to obtain written authorization to change or modify the work according to Sections 14 and 18 of these General Conditions of the Specifications.

(h) Whether the Contractor is entitled to any additional compensation for any work hereinbefore described in Section 36 of these General Conditions shall be governed by the applicable portions of Section 4215 of the Government Code or amendments thereto.

(i) The Contractor shall make every effort to protect and preserve all trees encountered in the work. Any trees which unreasonably interfere with the work shall, with the approval of the Engineer, be removed by the Contractor. The cost of the removal shall be borne by the Contractor.

36. Materials, Workmanship, and Tests. The Contractor shall submit samples, specimens, or test pieces of such materials to be furnished or used in the work as the Engineer shall require. All materials must be new and must be of the specified quality and equal to approved samples. The Contractor shall furnish, without cost to the District, such quantities of construction materials as may be required for test purposes, and shall place at the Engineer's disposal all available facilities for and cooperate with him in the sampling and testing of all materials and workmanship. All work shall be done and completed in a thorough workmanlike manner, notwithstanding any omission from these Specifications or the Drawings.

37. Certification of Materials and Equipment

(a) All materials and equipment furnished by the Contractor shall be according to these Specifications. Any time when requested by the Engineer, the Contractor shall furnish written certification from the manufacturer of the various materials and equipment that such materials and equipment do meet all of the requirements of these Specifications. When requested by the Engineer, such certification shall be furnished to the District before payment to the Contractor, for the material and/or equipment in question, will be made.

(b) Where reference is made in these Specifications to a specification or test designation of the American Water Works Association, the American Society for Testing and Materials, the American Association of State Highway Officials, Federal Specifications, or any other recognized national organization, and the number or other identification accompanying the test designation representing the year of adoption of latest revision of the test is omitted, it shall mean the test method in effect on the date of the Notice Inviting Bids for the work.

38. Defective Work or Materials.

(a) The inspection of the work shall not relieve the Contractor of any of his obligations to fulfill his contract as herein prescribed, and defective work shall be made good, and unsuitable materials may be rejected, notwithstanding that such work and materials have been previously inspected by the Engineer and accepted or estimated for payment. If the work, or any part thereof, shall be found defective at any time before the final acceptance of the whole work, the Contractor shall forthwith make good such defect without compensation in a manner satisfactory to the Engineer and shall be charged for any excess material furnished by the District.

(b) If any materials furnished and brought upon the ground by the Contractor for use in the work, or selected for the same by him, shall be condemned by the Engineer as unsuitable or not in conformity with the Specifications, the Contractor shall forthwith discard such materials and remove them to a satisfactory distance from the vicinity of the work.

(c) If the Contractor shall fail or neglect to make ordered repairs of defective work or to remove condemned materials from the work within ten (10) days after the service by the Engineer of an order to do so, the Engineer acting on behalf of the District may make the ordered repairs or remove the condemned materials and deduct the cost thereof from any monies due the Contractor.

39. Use of "Or Equal."

(a) Any material or article of equipment designated by manufacturer's name, trade name, catalog reference or brand and qualified by "or equal" shall be understood to be a standard of quality and performance. Articles of other make will be acceptable provided they are, in the opinion of the Engineer, of equal quality and/or capable of equal performance. Names, brands and characteristics of proposed substitute materials shall be submitted to the Engineer for approval and no such substitute materials shall be purchased or delivered to the project until the Engineer's approval, in writing, has been obtained.

(b) The Contractor may be required to obtain certification from a qualified testing laboratory approved by the Engineer that such proposed substitute materials meet the minimum requirements in the Specifications, and/or that such proposed substitute materials are of equal quality and performance of the material or article designated in the Specifications. Such certification shall be required prior to obtaining the Engineer's approval, and shall be at the sole expense of the Contractor.

40. Property Rights in Materials.

(a) Nothing in this contract shall be construed as vesting in the Contractor any right of property in the materials used after they have been attached or affixed to the work or the soil, or after payment has been made for the value of unused material delivered to the site of the work as provided for in Sections 45, 58 through 65 inclusive hereof. All such materials attached or affixed or unused shall become the property of the District.

(b) The District reserves the right to use any or all of the completed facilities either after said facilities are connected to the existing facilities or otherwise completed by the Contractor as set forth in Section 45 hereof and prior to acceptance of the work by the Board.

41. Title to Materials Found on the Work. Except as may otherwise be provided in these Specifications, the right to the use of all soil, stone, gravel, sand and all other materials and equipment developed or obtained in the excavation or other operations by the Contractor or any subcontractor or any of their employees, and the right to use and/or dispose of the same, are hereby expressly reserved by the District and neither the Contractor nor any subcontractor, nor any of their employees shall have any right, title or interest in or to any part thereof nor shall they, nor any of them, assert or make any claim thereto. The Contractor shall be permitted to use in the work without charge any such materials which meet the requirements of these Specifications.

42. Patents and Copyrights. The Contractor shall hold and save the District, its officers, agents and employees, harmless from liability of any nature and kind, including costs and expense, for or because of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliances, manufactured, furnished, or used by him in the performance of this contract, including their use by the District, unless otherwise specifically stipulated in this contract.

43. Responsibility for Safe Storage. The Contractor shall be responsible for the safe storage of the material furnished by or to him and accepted by him and intended for the work until it has been incorporated in the completed project. The interior of all pipe, fittings and other accessories shall be kept free from dirt and foreign matter at all times.

44. Completion. When in the opinion of the Contractor, the work under this contract has been fully completed according to the plans and Specifications, he shall notify the Engineer. Upon such notification, the Engineer shall, within a reasonable time, make a field inspection of the work and shall satisfy himself by examination and such tests as may be necessary that the work has been fully and properly completed according to the plans and Specifications. If any deficiencies are found, the Engineer shall notify the Contractor of the measures to be taken to correct them. When all deficiencies, if any, are corrected to the satisfaction of the Engineer, the work shall be deemed completed and the date of such completion shall be used in computing the Liquidated Damages, if any, as set forth in Section 24.

45. Final Cleanup. Upon completion of the work and before the final inspection and estimate is prepared, the Contractor shall, at his own expense, dispose of and remove from the vicinity of the work, all rubbish, unused materials and other items used under his direction during construction and perform cleanup to the satisfaction of the Engineer.

46. Responsibility for a Safe Place to Work.

(a) The Contractor's attention is directed to Section 4 of these General Conditions entitled, "Indemnification of District."

(b) The Contractor shall be responsible for the maintenance of a safe place to work and any safety in or about the work site. The Contractor shall be required to conform to all of the applicable Construction Safety Orders issued by the Division of Industrial Safety of the State of California.

(c) The contractor shall execute and maintain his work so as to avoid injury or damage to any person or property. The contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work.

(d) In carrying out his work, the contractor shall at all times, exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all federal, state and local statutory and regulatory requirements including State of California, Division of Industrial Safety (Cal/OSHA) regulations. Safety precautions as applicable shall include, but not be limited to, adequate life protection, and life saving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures.

(e) The names and telephone numbers of at least two medical doctors practicing in the vicinity and the telephone number of the local emergency response services shall be prominently displayed adjacent to telephones at the project site.

47. Public Convenience and Safety.

(a) The Contractor shall provide for the protection of the traveling public. The Contractor shall be required to furnish and maintain safety devices and other measures required for the public safety, which devices and measures shall conform to the requirements of Section 21406 of the Vehicle Code, any sign manual and current standard specifications of the Division of Highways. The Contractor shall conduct his operation to avoid unnecessary interference with the flow of traffic along highways, streets, roads, etc., used for vehicular traffic. Where any highway, street, road, etc., used for vehicular traffic is required to be kept open, the Contractor shall be required to furnish and maintain warning signs, lights, barricades, flagmen and other safety devices and measures necessary to provide adequate protection of the traveling public. Such protection shall be at the sole expense of the Contractor. Any highway, street maintenance or repair work required by local authorities concerning necessary operation under this contract shall be performed by the Contractor at his sole expense.

(b) Vehicular access to any driveway shall be maintained to the property line unless necessary construction precludes such access for reasonable periods of time.

(c) Vehicular and pedestrian access to any fire hydrant shall be maintained at all times during the construction of the work.

48. Safety, Sanitary and Medical Requirements.

(a) The Contractor, his employees and the subcontractors, if any, and their employees shall promptly and fully carry out the existing safety, sanitary and medical requirements as may from time to time be prescribed by the District to the end that proper work shall be conserved and safeguarded. In case such regulations and orders are not observed by the Contractor, they may be enforced by the Engineer at the Contractor's expense.

(b) Contractor shall notify District in writing within twenty-four (24) hours should an employee, officer or agent of Contractor or subcontractor incur personal injury while present on District properties or employed by District. District shall be furnished copies of all medical reports or accident reports filed or required by any local state or federal agency or regulatory body.

49. Character of Workers.

(a) None but skilled workers shall be employed on work requiring special qualifications. All equipment operators, pipelayers and jointers shall be well qualified and experienced in their work. All welding, however minor, shall be done by competent, certified welders, who have been qualified under Section IX of the ASME Boiler and Pressure Vessel Code, API Publication 1104 or such other standard as may be satisfactory to the Engineer. The Engineer shall have the right any time to call for and witness the making of test specimens by any welding operator according to these standards, and the expense of such tests shall be borne by the Contractor. When required in writing by the Engineer, the Contractor, or any subcontractor shall discharge any person who is, in the opinion of the Engineer, incompetent, unfaithful, disorderly or otherwise unsatisfactory, and shall not again employ such discharged person on the work except with the consent of the Engineer. Such discharge shall not be the basis of any claim for compensation or damages against the District or any of its officers.

(b) Enforcement of Order. The Contractor shall be responsible for maintaining good order at the site where work is performed under this contract and to that end shall employ such watchmen or other persons as may be required. Unauthorized persons shall be excluded from the site of the work. The Contractor shall not sell, nor shall he permit or suffer the introduction or use of, intoxicating liquors or narcotics upon the work embraced in these Specifications or upon any of the grounds occupied or controlled by him in connection with such works.

50. Subcontracts.

(a) Subcontracts will be permitted subject to the following provisions. No subcontract will be permitted which has the effect of avoiding the residence or wage requirements or any other provisions of the main contract. Individual subcontractors or members of contracting or subcontracting organizations personally engaged upon the work shall be subject to all the requirements of these specifications applicable to employees working for wages, including but not limited to, wages, hours of work, character of workers and certified payrolls.

(b) Reference is hereby made to the provisions of the Subletting and Subcontracting Fair Practices Act, Public Contract Code Section 4100, commencing with Section 4100, also known as the "Subletting and Subcontracting Fair Practices Act," which is incorporated herein and made a part hereof by reference, and the Contractor is bound thereby and shall be subject to the consequences named in Sections 4110 and 4111 of said Act in event of his violation thereof. Each bidder shall, in his bid or offer, set forth:

(1) The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent of the Contractor's total bid or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the prime contractor's total bid; and (2) The portion of the work which will be done by each such subcontractor under said Act. The Contractor shall list only one subcontractor for each such portion as defined by the Contractor in his bid. If the Contractor fails to specify a subcontractor or if the Contractor specifies more than one subcontractor for the same one-half of one percent of the Contractor's total bid, the Contractor agrees that he is fully qualified to perform that portion himself, and that he shall perform that portion himself.

51. Access to the Site and Haul Routes.

(a) The Contractor shall make his own investigation of the condition of available public or private roads or other access, and of clearances, restrictions, bridge load limits, bond requirements, and other limitations that affect or may affect transportation and ingress and egress at the job site. The unavailability of transportation facilities or limitations thereon shall not become a basis for claims for damages or extension of time for completion of work. It shall be the Contractor's own responsibility to construct and maintain, at his own expense and at his own risk, any haul roads, access roads, bridges, or drainage structures required for construction operations.

(b) The use of existing roads (public or private) shall be at the Contractor's own expense and risk. It shall be the Contractor's responsibility to anticipate and meet all conditions properly imposed upon the use of existing roads by those having jurisdiction thereover, including (without limitation of the generality of the foregoing) seasonal or other limitations or restrictions, the payment of excess size and weight fees, and the posting of bonds conditioned upon repair of road damage caused by contract-generated traffic.

(c) The hauling of sand, gravel, asphalt or other intra job hauling, over public highways, roads or bridges, shall be in compliance with the applicable regulations and shall be such as to minimize interference with or congestion of local traffic.

(d) The cost of all work described in this paragraph shall be included in the prices bid in the schedule for other items of work.

52. Irregular Hours.

(a) When any work is to be performed at a time other than regular working hours Monday through Friday, the Engineer shall be given advance notice. In the event of Saturday and/or Sunday work, the approval of the Engineer shall be required before such work will be allowed. All costs for inspection attributed to irregular working hours shall be borne by the Contractor and shall be deducted from the contract amount. Irregular working hours shall be defined as follows, except for certain specialized jobs and circumstances:

- (1) Before 8:00 a.m. Monday through Friday.
- (2) After 4:30 p.m. Monday through Friday.
- (3) Anytime Saturday, Sunday, or District's Holidays.

(b) The Contractor will be exempt from this provision only for such work as required by the Specifications to be completed at other than working hours.

53. Eight-hour Law. In accordance with the provisions of Articles 1 and 3 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California eight (8) hours constitute a legal day's work. The Contractor shall forfeit, as a penalty to the District, \$25.00 for each worker employed in the execution of the contract by the Contractor or any subcontractor under him: for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code, and in particular, Sections 1810 to 1815 thereof, inclusive, except that work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one week shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay as provided in said Section 1815. The Contractor and each subcontractor shall keep accurate records showing the name of and schedule of hours worked by each worker employed by him concerning the contract. The records shall be kept open at all reasonable hours to inspection by the District and the Division of Labor Law Enforcement.

54. Payment of Wages. The issuance as payment for wages of any evidence of indebtedness is prohibited unless the same is negotiable and payable on demand without discount. Wages must be paid at least semi-monthly on regular pay days established in advance, and shall include all amounts for labor or services performed by employees of every description as required under the provisions of the California Labor Code.

55. Prevailing Rate of Per Diem Wages. Pursuant to the provisions of Articles 1 and 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California, not less than the general prevailing rate of per diem wages and not less than the general prevailing rate of per diem wages for legal holiday and overtime work for each craft or type of worker needed to execute the work contemplated under this contract, as determined by the District and as set forth in the schedule of such wages currently on file in the District office, shall be paid to all workers employed on such work by the Contractor or by any subcontractor doing or contracting to do any part of said work. The Contractor shall comply with Labor Code Section 1775. According to said Section 1775, the Contractor shall forfeit, as a penalty to the District, \$25 for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed for any work done under the contract by him or by any subcontractor under him in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to said Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor. The Contractor and each subcontractor shall keep accurate records showing the name of and schedule of hours worked by each worker employed by him in connection with the contract. The records shall be kept open at all reasonable hours to inspection of the District and the Division of Labor Law Enforcement.

56. Unpaid Claims. If, upon or before the completion of the work herein agreed to be performed or at any time prior to the expiration of the period within which claims may be filed as prescribed by Section 3184 of the Civil Code, any person or persons shall bring against the District or against any agent or agents thereof any action to enforce such claim, the District shall, until the discharge thereof, withhold from the moneys under its control so much of said moneys due or to become due the Contractor under this contract

as shall be sufficient to satisfy and discharge the amount in such notice or under such action claimed to be due, together with the costs thereof; provided, that if the District shall in its discretion permit the Contractor to file such additional bond as is authorized by Section 3196 of the Civil Code, in a penal sum equal to one and one-fourth times the amount of said claim, said moneys shall not thereafter be withheld due to such claim.

57. Monthly Cost Estimates - Progress and Final Progress Payment.

(a) The Contractor shall submit, by the third calendar day of each month on a form acceptable to the District, his estimate of the amount and value of all acceptable work and any extra work or changes approved by the District, up to the last day of the preceding calendar month, for the District's approval; and the Contractor will request a progress payment for the work completed thereof.

(b) A deduction of five (5) percent shall be made from the total thus computed, and from the remainder there shall be further deducted any amounts due the District from the Contractor for supplies or materials furnished or services rendered and any other amounts that may be due the District under the terms of the contract. From the balance thus determined shall be deducted the amount of all previous payments and the remainder shall constitute the progress payment for that month. Such progress estimates shall not be required to be made by strict measurement, but they may be made by measurement or by estimation, or partly by one method and partly by the other, and it shall be sufficient if they are approximate only.

(c) Pursuant to Public Contract Code Section 22300, at the request and expense of the Contractor, securities equivalent to the amounts, if any, withheld by the District to ensure performance under this contract shall be deposited with the District. The District shall pay such moneys to the Contractor upon satisfactory completion of the contract. Securities eligible for investment under this section shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. The Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

If the securities to be deposited by the Contractor pursuant to this provision are in registered form, the registration shall be transferred to the District.

(d) The Engineer shall approve the amount and value of all acceptable work and any extra work or changes approved by the District. Upon mutual agreement thereto, the Engineer will forward the approved estimate to the Administrative Services Manager for payment of the progress or final progress payment within ten (10) days thereafter.

(e) In the event that the Contractor and the District cannot mutually agree as to the amount and value of any item of work in the progress payment, the District will authorize payment of that portion of the progress and final progress payment to which the Contractor and the District have mutually agreed.

(f) The Contractor shall file with the District, within five (5) calendar days after the Engineer has issued written notice of the disputed items to the Contractor, a written statement setting forth in complete detail the basis for his disagreement, including, but not limited to, any amount or value in disagreement or dispute.

(g) Upon receipt of the Contractor's written statement, the General Manager shall investigate and consider the items of disagreement or dispute and render a decision thereon within a reasonable time, which decision shall be conclusive.

(h) In the event that the Contractor disagrees with the General Manager's decision, the Contractor's cost to the Contract for the delay in receiving the disputed balance of any progress or final progress payment, may be an item for arbitration according to Section 65 of the General Conditions.

(i) In the event the contract or any part thereof shall be suspended as provided in Section 21, the retained percentage as provided in Section 58(b) shall become the sole and absolute property of the District to the extent necessary to repay the District any excess in the cost of the work above the contract price. After issuance of notice to discontinue work, no payment upon progress estimates or otherwise shall thereafter be made to the Contractor for the work covered by said notice until completion of work and final settlement.

(j) The making of an estimate and payment in accordance therewith shall not preclude the District from demanding and recovering from the Contractor such damages as it may be entitled to under the contract because of his failure to comply with the Specifications.

58. Final Cost Statement.

(a) Final Cost Statement is a document which summarizes all of the Contractor's earnings under this contract and any amounts due the District from the Contractor, and from which the final payment is made.

(b) Upon completion of all of the work to be performed under this contract as set forth in Section 45, the Contractor shall submit for approval by the District in a form satisfactory to the District the amount and value of all acceptable work, and all extra work or changes approved by the District.

(c) The Engineer shall approve the amount and value of all acceptable work and any extra work or changes approved by the District. Upon mutual agreement thereof, this District will prepare the Final Cost Statement document which shall be submitted to the Contractor for his acceptance and signature.

(d) Upon endorsement by the Contractor of the Final Cost Statement, the District shall accept the work and authorize the final payment according to Sections 61 and 62 hereof.

59. Disputed Final Payment.

(a) In the event that the Contractor and the District cannot mutually agree as to the amount and value of the work, as set forth in this Final Cost Statement, the District will prepare the Final Cost Statement based upon the Engineer's determination of the amount and value of the work to which this Contractor may be entitled. Upon receipt of this Final Cost Statement, the Contractor shall file with the District within five (5) calendar days thereafter, a written statement setting forth in complete detail the basis for his disagreement, including, but not limited to, any amount or value in disagreement or dispute.

(b) The Board reserves the right to accept the work and file the necessary Notice of Completion.

(c) The Board shall investigate and consider the items of disagreement or dispute and render its decision thereon as to the amount due the Contractor within a reasonable time.

(d) The District will authorize payment of that portion of the Final Cost Statement to which the Contractor and the District have mutually agreed according to Section 58 hereof. Reference is made to Section 64 of these General Conditions.

60. Acceptance. Upon endorsement by the Contractor of the final cost statement, the Engineer shall prepare a memorandum of completion to advise the Board that the work has been satisfactorily completed and is ready for acceptance. At its next succeeding meeting, the Board shall consider acceptance of the work, and upon acceptance, shall authorize payment to the Contractor.

61. Final Payment.

(a) At the end of thirty-five (35) days after filing the notice of completion, as set forth above, the total balance due the Contractor, or in case of a dispute, any portion of the total balance which has been mutually agreed is not in dispute, if unencumbered, or any part thereof unencumbered, shall be paid provided that a guarantee bond shall have been filed with the District.

(b) For the purposes of this section, unencumbered balance means that portion over and above the face amount of all the stop notices on file with the District plus 25 percent of the face amount for potential interest and the cost of litigation as provided for in the Civil Code Section 3186-7.

62. Final Payment Terminates Liability.

(a) The acceptance by the Contractor of the final payment aforesaid shall be a release to the District and its agents from all claim liability to the Contractor for anything done related to the work or for any act or neglect of the District related to the work, except the claim against the District for the remainder, if any, of the amounts kept or retained as hereinbefore provided.

(b) No agent of the District shall be personally responsible for any liability arising under the contract. No claim shall be made or filed, and neither the District nor any of its agents shall be liable for, or held to pay any money, except as specifically provided in the contract.

63. Releases.

(a) Prior to payment of the final progress payment, the District may require the Contractor to obtain releases from each of the subs, material suppliers, equipment rental firms and employees, whether or not any have filed a preliminary notice with District, who have performed any work for the Contractor under this contract for which any payment may be warranted.

(b) Releases shall be submitted in a form approved by the District. Conditional releases may be unacceptable and acceptance thereof will be at the discretion of the District.

64. Disputes Settled by Arbitration. In the event there is a dispute between the parties as to any of the terms and conditions of this agreement, including but not limited to the accounting rendered by the District, and said dispute cannot be resolved according to Section 59 of these General Conditions, the dispute shall be submitted to arbitration before a single arbitrator agreed to by the parties or failing such agreement

appointed by the American Arbitration Association and resolved according to Article 1.5 of the Public Contract Code. Regardless of the manner of appointment of said arbitrator, the arbitration shall be conducted according to the then prevailing rules of the American Arbitration Association for commercial arbitration, except that each party shall bear their own costs and attorney's fees which they incur.

(a) As required under Section 20104, et seq., of the California Public Contract Code (Stats. of 1990), any demand of \$375,000 or less, by the Contractor for a time extension, payment of money, or damages arising from the work done by or on behalf of the Contractor pursuant to this Contract; or payment of an amount which is disputed by District shall be processed in accordance with the provisions of said Section 20104, et seq., related to informal conferences, non-binding judicially-supervised mediation, and judicial arbitration.

(b) A single written claim shall be filed under this Article prior to the date of final payment for all demands resulting out of the Contract.

(c) Within thirty (30) days of the receipt of the claim, District may request additional documentation supporting the claim or relating to defenses or claims District may have against the Contractor. If the amount of the claim is less than \$50,000, the Contractor shall respond to the request for additional information within fifteen (15) days after receipt of the request. The Contractor shall respond to the request within thirty (30) days of receipt if the amount of the claim exceeds \$50,000, but is less than \$375,000.

(d) Unless further documentation is requested, District shall respond to the claim within forty-five (45) days if the amount of the claim is less than \$50,000, or within sixty (60) days if the amount of the claim is more than \$50,000 but less than \$375,000. If further documentation is requested, District shall respond within the same amount of time taken by Contractor to respond, or fifteen (15) days, whichever is greater, after receipt of the information if the claim is less than \$50,000. If the claim is more than \$50,000 but less than \$375,000 and further documentation is requested by District, District shall respond within the same amount of time taken by the Contractor to respond or thirty (30) days, whichever is greater.

(e) If the Contractor disputes District's response, or District fails to respond, the Contractor may demand an informal conference to meet and confer for settlement of the issues in dispute. The demand shall be served on District within fifteen (15) days after the deadline of District to respond or within fifteen (15) days of District's response, whichever occurs first. District shall schedule the meet and confer conference within thirty (30) days of the request.

(f) If following the meet and confer conference the claim or any portion remains in dispute, the claimant may pursue the remedies authorized by law. For purposes of these provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim until the time the claim is denied, including any period of time utilized by the meet and confer conference.

END OF PART B

CASITAS MUNICIPAL WATER DISTRICT
SUMMARY OF INSURANCE, BOND & PAYMENT REQUIREMENTS
FOR VARIOUS CONSTRUCTION CONTRACTS

	Informal Under \$35,000	Formal \$35,000 & Over
<u>Certificates of Insurance</u> (CG 2010 Endorsement required))		
1. Workmen's Compensation	Yes	Yes
2. Commercial, General & Auto Liability	Yes	Yes
a. For one person per accident	\$1,000,000	\$1,000,000
b. More than one person per accident	\$1,000,000	\$1,000,000
3. Property damage per accident	\$1,000,000	\$1,000,000
4. Thirty days written notice prior to cancellation	Yes	Yes
<u>Bonds</u>		
Bidder's Bonds	None	10%
Payment Bonds (Material and Labor)* (Projects bid by CMWD only)	None	100%
Performance Bonds* (Projects bid by CMWD only)	None	100%
Maintenance and Guarantee Provisions	Yes	Yes
<u>Contracts</u>		
Period for Final payment upon acceptance	15 Days	35 Days
Amount of Retention	0, or stated in specs	5%
Progress Payment (if required, retain 5%)**	Per specs	Per specs
Final Cost Statement	None	Yes
Notice of Completion	None	Yes
Labor and Material Releases	Yes	Yes

* At the option of the District and depending upon the type of construction activity, payment bonds and/or performance bonds may be placed as a requirement on the job.

** If progress payments are required for a Purchase Order Contract, provisions therefor must be added.

NOTE:

The above listed are the minimum requirements for all construction contracts. Provisions are included within the Terms and Conditions for Purchase Order Contracts which will be issued for all jobs under \$35,000 and provisions should be included within the Specifications for all contracts which are \$35,000 and over. **The U.S. Bureau of Reclamation, Casitas Municipal Water District, their directors, officers, employees or authorized volunteers shall be named as additional insured as respects to all coverages listed above when the named insured is Lessee or Licensee of the Casitas Municipal Water District or when work is performed by the named insured for the Casitas Municipal Water District, and in both instances this coverage shall be primary.** Casitas, in addition to Certificates of Insurance, shall be provided with the ISO CG 2510 Endorsement or insurer's equivalent.

In accordance with the provisions of Section 1770 of the California Labor Code, the District has ascertained the general prevailing rates of wages applicable to the work to be done. It shall be mandatory upon the Contractor to whom the contract is awarded, and upon any subcontractor under him, to pay not less than the specified rates to all laborers and mechanics employed by him in the execution of the contract. The wage scale can be obtained from the California Labor Relations Board website at:

<http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

**CASITAS MUNICIPAL WATER DISTRICT
MEMORANDUM**

TO: BOARD OF DIRECTORS
CC: STEVE WICKSTRUM, GENERAL MANAGER
FROM: RON MERCKLING, PUBLIC AFFAIRS/RESOURCE MANAGER
SUBJECT: VENTURA RIVER WATERSHED COORDINATOR POSITION
DATE: AUGUST 23, 2017

Recommendation:

Staff recommends that the Board of Directors approve the hiring of a part-time Ventura River Watershed Coordinator position to be funded in part by the Ventura River Watershed Council partners.

Summary:

The position would report to the Public Affairs/Resource Manager. This part-time position would be half funded by outside partners to support the Ventura River Watershed Council.

Funding for this position will include \$25,000 per year from nineteen Ventura River Watershed partner agencies. Casitas will fund \$25,000 for the position and the cost to hire, house, and manage the position. This position will not receive benefits beyond any other part-time Casitas employee. The \$25,000 dollar cost was not budgeted in the 2017-18 Fiscal Year budget.

The Ventura River Watershed Coordinator position would provide 12 hours per week with the following responsibilities to coordinate local watershed goals:

- Ensure open and accurate sharing of information among the Ventura River Watershed Council Members and other stakeholders in the furtherance of public outreach and education objectives to include the scheduling of regular public meetings
- Facilitate collaboration and communication through meetings and other communication forums between various agencies, entities, groups, and individuals with interest in management of natural resources within the watershed including environmental justice communities, tribes, public agencies, and non-profits
- Coordinate with the Integrated Regional Water Management (IRWM) planning process and share information about ongoing IRWM activities and projects including coordination with the Ventura County Watershed Coalition and its active members.
- Report and measure performance milestones

- Seek funding for watershed planning, coordination, and implementation from local stakeholders in the watershed, grant writing, or other fundraising efforts
- Affirm or facilitate watershed assessments of plan goals, reports, studies, and current versus desired conditions

The position will also provide 12 hours per week with the following responsibilities to assist Casitas with water conservation goals:

- Assist with implementation of water conservation programs such as the turf removal program, water waste enforcement, and rebate programs
- Assist with water conservation planning such as collecting data for water management plans such as the UWMP.
- Assist with water conservation outreach activities including publications, social media, website, workshops, and events

CASITAS MUNICIPAL WATER DISTRICT

JOB TITLE: Ventura River Watershed Coordinator
CLASSIFICATION: Non-Exempt, part-time, at will
REPORTS TO: Public Affairs/Water Resources Manager
SALARY LEVEL: \$40.06 per hour
DATE: August 15, 2017

Definition

The Ventura River Watershed Coordinator position is a part-time, non-exempt, at will position that will work on average 24 hours per week of which 12 hours will be for Ventura River Watershed Coordination and 12 hours will be for water conservation activities for Casitas. The work priorities for the position will be divided between the Ventura River Watershed Council and its watershed management planning goals, and Casitas' Water Conservation Department's water conservation goals. The position will work closely with the Ventura River Watershed Council, its Leadership Committee, and its Leadership Executive Committee regarding feedback on work priorities related to the 12 hours per week for watershed coordination.

Essential Functions

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to this class.

Specific duties include but are not limited to the following:

- Seek funding for watershed planning, coordination, and implementation from local stakeholders in the watershed, grant writing, or other fundraising efforts
- Ensure open and accurate sharing of information among the Ventura River Watershed Council Members and other stakeholders in the furtherance of public outreach and education objectives to include scheduling, planning, and facilitating six Ventura River Watershed Council meetings each year
- Facilitate collaboration and communication through meetings and other communication forums between various agencies, entities, groups, and individuals with interest in management of natural resources within the watershed including environmental justice communities, tribes, public agencies, and non-profits

- Manage the Ventura River Watershed Council website and e-news distribution list including sending out 12 e-newsletters or e-blasts per year and updating the website as needed.
- Coordinate with the Integrated Regional Water Management (IRWM) planning process and share information about ongoing IRWM activities and projects including coordination with the Watersheds Coalition of Ventura County (WCVC) and its active members.
- Facilitate coordinated project/program planning, prioritization, and funding recommendations for projects/programs in the Ventura River Watershed.
- Facilitate stakeholder engagement in watershed, sub-watershed, regional, state and federal planning efforts including in-stream flow studies, basin studies, general plan updates, groundwater sustainability plans, updates to the Ventura River Watershed Management Plan, etc.
- Represent broad interests of Ventura River Watershed stakeholders at meetings including grant funding workshops, county workshops, city meetings, water/groundwater agency meetings, Technical Advisory Group meetings, funding committee meetings, etc.
- Report and measure performance milestones
- Affirm or facilitate watershed assessments of plan goals, reports, studies, and current versus desired conditions
- Assist with Casitas with implementation of water conservation programs such as the turf removal program, water waste enforcement, water conservation audits/surveys, and rebate programs
- Assist Casitas with water conservation planning such as collecting data for water management plans
- Assist Casitas with water conservation outreach activities including publications, social media, website, workshops, and events

Knowledge, Skills, and Abilities

- General knowledge of watershed, riparian and wetland ecological processes and protection/restoration principles – specifically hydrology, water budgets, erosion, floodplain management, storm water runoff, and native riparian and wetland plant and animal communities, ideally in the Ventura River watershed.
- Knowledge of local planning efforts including the Ventura River Watershed Management Plan.
- Knowledge of recreational planning and public outreach methods is desirable
- Ability to facilitate conversations among a diverse group of stakeholders
- Excellent writing, presentation, and public relations skills including experience communicating with the public and media
- Knowledge of general water conservation principles and practices

Education and Experience: Any combination of education and experience that would likely provide the necessary knowledge, skills, and abilities, is qualifying. A typical way to obtain the knowledge, skills, and abilities required would be:

Equivalent to the completion of a four year degree and five years of experience in natural resource planning in the topic areas of hydrology, geology, soil science, watershed science, ecology, biology, environmental sciences, planning, water quality protection, water supply, water conservation, and/or riparian habitat restoration.

Experience with watershed assessments and watershed management plans

Experience using the Microsoft Office software suite, web browsers, database management software, and understanding of geographic information systems (GIS) and their use in watershed planning

Experience engaging, collaborating with, building consensus in, and providing leadership for diverse groups and stakeholders, including private landowners, farmers, government agencies, non-profits, and researchers

Experience writing grant proposals and managing grants

Experience developing, directing, and managing multiple projects, including multi-organizational projects, and delivering products and results in a timely fashion

Certificates, Licenses, and Registrations: Possession of or demonstrated ability to obtain a water use efficiency practitioner certificate, grade 1 from the American Water Works Association is desirable.

Work Environment or Environmental Elements:

- Frequent travel around the watershed, and periodic night and weekend work
- Normal work schedule to include three eight hour days per week to occur on weekdays
- Office environment, community facilities or vehicle driving

Physical Requirements:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is regularly required to use hands to finger, handle, or feel and talk or hear. The employee frequently is required to stand; walk; sit; reach with hands

and arms; climb or balance; stoop, kneel, crouch, or crawl; and taste or smell. The employee must occasionally lift, carry, push, and pull up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, and depth perception. The employee is required to have manual dexterity sufficient to operate a District vehicle, computers and standard office machines such as fax, calculator, telephone, copiers, etc.

Other Requirements:

- United States citizenship or legal eligibility to work in the United States
- Medical evaluation and pre-employment physical and drug screening to determine physical fitness for the job
- Acceptable driving record consistent with the standards established by the District
- Participation in job training or professional development programs
- Provide own transportation and personal automobile insurance

Working Conditions:

Periodic evening and weekend work. Normal work schedule will include three eight hour days per week on weekdays. No more than 29 hours of work may be scheduled per week. No more than 24 hours per week on average may be scheduled.

The specific statements shown in each section of this description are not intended to be all-inclusive. They represent the essential functions and minimum qualifications necessary to successfully perform the assigned functions. Management reserves the right to add, modify, change or rescind the tasks and/or duties and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

Employee Signature

Date

**CASITAS MUNICIPAL WATER DISTRICT
MEMORANDUM**

TO: BOARD OF DIRECTORS
FROM: STEVEN E. WICKSTRUM, GENERAL MANAGER
SUBJECT: ASSOCIATION OF CALIFORNIA WATER AGENCIES BALLOT FOR
REGION 8 BOARD ELECTION
DATE: AUGUST 18, 2017

RECOMMENDATION:

It is recommended that the Board of Directors discuss the ballot and make a selection on the ballot, authorizing the President of the Board to complete and submit the ballot .

BACKGROUND:

The District has received the attached ballot for the Region 8 ACWA Board election for consideration, determination and submittal. The ballot provides the option to concur with the nominating committee's recommended slate of candidates or to individually select candidates – the options have the same candidate names.

The ballot is to be submitted prior to September 29, 2017.

OFFICIAL

REGION 8 Board Ballot

2018-2019
TERM

CLEAR FORM



**Please return completed ballot
by September 29, 2017**

E-mail: anaj@acwa.com
Mail: ACWA
910 K Street, Suite 100
Sacramento, CA 95814

General Voting Instructions:

1 You may either vote for the slate recommended by the Region 8 Nominating Committee or vote for individual region board members (please note rules & regulations for specific qualifications). Mark the appropriate box to indicate your decision.

2 Complete your agency information. The authorized representative is determined by your agency in accordance with your agency's policies and procedures.

Region 8 Rules & Regulations:

At least one of the chair or vice chair positions must be an elected / appointed director from a member agency.

1 Nominating Committee's Recommended Slate

I concur with the Region 8 Nominating Committee's recommended slate below.

CHAIR:

- **Steve Blois**, Board Member, Calleguas Municipal Water District

VICE CHAIR:

- **Gloria Gray**, Board Director, West Basin Municipal Water District

BOARD MEMBERS:

- **Brian Bowcock**, Director, Three Valleys Municipal Water District
- **William Cooper**, Director, Castaic Lake Water Agency
- **Anthony R. Fellow, Ph.D.**, Board Member, Upper San Gabriel Valley Municipal Water District
- **Melvin L. Matthews**, Director, Foothill Municipal Water District
- **Leonard (Len) Polan**, Director, Las Virgenes Municipal Water District

OR

Individual Board Candidate Nominations

(See Rules & Regulations before selecting)

I do not concur with the Region 8 Nominating Committee's recommended slate. I will vote for individual candidates below as indicated.

CANDIDATES FOR CHAIR: (CHOOSE ONE)

- Steve Blois**, Board Member, Calleguas Municipal Water District

CANDIDATES FOR VICE CHAIR: (CHOOSE ONE)

- Gloria Gray**, Board Director, West Basin Municipal Water District

CANDIDATES FOR BOARD MEMBERS: (MAX OF 5 CHOICES)

- Brian Bowcock**, Director, Three Valleys Municipal Water District
- William Cooper**, Director, Castaic Lake Water Agency
- Anthony R. Fellow, Ph.D.**, Board Member, Upper San Gabriel Valley Municipal Water District
- Melvin L. Matthews**, Director, Foothill Municipal Water District
- Leonard (Len) Polan**, Director, Las Virgenes Municipal Water District

2

AGENCY NAME

AUTHORIZED REPRESENTATIVE

DATE

CASITAS MUNICIPAL WATER DISTRICT

Minutes Executive Committee

DATE: August 14, 2017
TO: Board of Directors
FROM: General Manager, Steven E. Wickstrum

Re: Committee Meeting of August 11, 2017

RECOMMENDATION:

It is recommended that the Board of Directors receive and file this report.

MEETING:

1. **Roll Call.**
Director Russ Baggerly
Director Jim Word
Steve Wickstrum, General Manager
Michael Flood, Assistant General Manager
2. **Public Comments.** None.
3. **Board/Manager comments.**
Director Baggerly asked and was informed about the status of the Lake Casitas bathymetric study.
4. **Discussion regarding Board Compensation.**
The Committee was informed of the background and history of Board compensation, and review of compensation for adjacent agencies. The Committee considered a five percent increase in compensation for each of the last two years during which no compensation increase was applied to Board compensation. This item will be moved to the Board for further consideration.
5. **ACWA Call for Nominations for the 2018-19 term.**
The Committee reviewed the call for Nominations and requested that this item be moved to the Board for further consideration.
6. **ACWA Ballot for Region 8 Election.**
The Committee reviewed the ballot and requested that the ballot be moved to the Board.
7. **Legislative Update.**
The General Manager informed the Committee of pending legislation, specifically SB 623 which proposes to tax water use in order to fund water system improvements in disadvantaged communities. ACWA and many other agencies are developing letters to legislators in opposition to SB 623.

CASITAS MUNICIPAL WATER DISTRICT

MINUTES
Finance Committee

DATE: August 18, 2017
TO: Board of Directors
FROM: General Manager, Steve Wickstrum
Re: Finance Committee Meeting of August 18, 2017, at 1000 hours.

RECOMMENDATION:

It is recommended that the Board of Directors receive and file this report.

BACKGROUND AND OVERVIEW:

1. **Roll Call.**

Director Peter Kaiser and Director Jim Word
General Manager, Steve Wickstrum
Assistant General Manager, Michael Flood
Accounting Manager/Treasurer, Denise Collin

Public: Mr. Mohan Narula, Mary Anne Morrison, Representative from Pacific Coast Management.

2. **Public Comments.** None.

3. **Board/Management comments.**

Director Kaiser asked to be informed of the current lake storage capacity percentage – 40.4%.

4. **Review of the Financial Statements for May 2017.** The Committee moved to Item 5 to review the June 2017 statement.

5. **Review of the Financial Statements for June 2017.**

The Committee reviewed the financial statements. Water revenues are reflective of the lower water consumption in various classifications. There is a notable increase in allocation penalties in the annual classifications.

6. **Review of the February 2017 Consumption Report.**

The Committee commented on the continued low level of water consumption for January and February 2017.

7. **Request from Bob Davis for mitigation of the conservation surcharge.**

The Committee was informed that staff is following the Water Efficiency and Allocation Program's appeal process, which requires that appeals be submitted to the Water Resources/ Conservation Manager, a recommendation made to the General Manager where a written determination is to be provided to the customer, and if not satisfied the customer may request a determination by the Board. Bob Davis is one of many conservation penalty cases that staff are receiving and performing internal reviews. Where staff can provide solutions, there is an adjustment or reversal of the penalty. The appeals associated with a water leak are handled through the Finance Officer.

8. **Request from Laughing Dog Ranch regarding a leak and over allocation penalties totaling \$915.00.**

Denise Collin presented the case information to the Committee. The leak had been found and repaired in a timely manner, causing a one-month over allocation penalty to be assessed. The committee concurred with staff and asked that this item be moved forward to the Board for consideration of relief.

9. **Request from Mohan Narula regarding high usage and over allocation penalties totaling \$805.00.**

Denise Collin presented the case information to the Committee. Mr. Narula could not provide evidence of leak or repair, relating the use of an irrigation valve that may have had a leak that was fixed by his gardeners. The Committee moved to halve the penalty for Mr. Narula and place it within the authority of the Finance Officer.

10. **Request from Pacific Coast Management regarding high usage and over allocation penalties totaling \$780.00.**

Denise Collin presented the case information to the Committee. The private service lateral had successive leaks as it traverse from the meter to the house. The first leak was repaired in October 2016, but in latter months, it was discovered that the copper pipe had additional corrosion leaks in remaining length of pipe. The property owner has moved forward with a full pipe replacement in both the outdoor and inside the home, to remedy the leaks. The committee concurred with staff and asked that this item be moved forward to the Board for consideration of relief.

CASITAS MUNICIPAL WATER DISTRICT

Minutes Personnel Committee

DATE: August 18, 2017
TO: Board of Directors
FROM: Assistant to General Manager, Rebekah Vieira
RE: Committee Meeting of August 15, 2017

RECOMMENDATION:

It is recommended that the Board of Directors receive and file this report.

MEETING:

1. **Roll Call.**
Director Mary Bergen
Director Bill Hicks
Steve Wickstrum, General Manager
Michael Flood, Assistant General Manager
Rebekah Vieira, Assistant to GM/Clerk of the Board
Ron Merckling, Public Affairs/Resource Manager
2. **Public Comments.**
None
3. **Board/Manager comments.**
The General Manager informed the committee of retiree Richard Barnett's passing. Services will be held on Saturday, August 19th at 10:00 a.m. at the Ojai Presbyterian Church. It was suggested that a notice be submitted to the ACWA publication.
4. **Discussion regarding recruitments.**
The O & M Manager recruitment will close on Monday with selection and interview/screening processes to follow. The HR Manager job description is being finalized with recruitment expected to begin in the following week. Interviews have been conducted for the Distribution Foreperson and Treatment Plant Operator interviews are being conducted this week and next week. Applications are being reviewed for the Utility Worker position and we are waiting to interview the distribution positions until we have awarded the Foreperson position. The Assistant O & M Manager position is on hold and the Lab and E & M positions have not been opened yet. The General Manager mentioned that we will also be recruiting for a Principal Civil Engineer as Neil Cole will be retiring in the new year.
5. **Discussion regarding the Ventura Watershed Coordinator Position.**
The Committee discussed the possibility of housing the Ventura Watershed Coordinator position and including some hours each month to be dedicated to assisting with additional conservation needs. Part of the funding for this part-time position will be provided by the Ventura River Watershed Council participants. The committee authorized moving this to the board for approval.
6. **Discussion regarding benefits renewal for 2018.**
The committee discussed the information received on the benefits renewals for 2018. The Anthem PPO will see a 4.5% increase, the Anthem California Care HMO will see a 8.26% increase and the Kaiser plan will see a 13.05% increase. There are no rate increases to the other benefit policies. ACWAJPIA worked diligently to reduce the amount of the increase to the Anthem PPO plan to 4.5% from the projected 9.7%

increase. One of the ways they reduced the cost of the increase was to modify the out of pocket maximums from \$1,000 for an individual to \$2,000 and from \$3,000 for a family to \$4,000. They also are subsidizing part of the increase utilizing some of their reserves as they did this last year. A meeting with SEIU to discuss the plan renewal has been requested.

The meeting was adjourned at 5:09 p.m.

**CASITAS MUNICIPAL WATER DISTRICT
INTEROFFICE MEMORANDUM**

TO: NEIL COLE, PRINCIPAL CIVIL ENGINEER
FROM: JORDAN SWITZER, ENGINEERING TECHNICIAN
SUBJECT: LAKE CASITAS MONTHLY STATUS REPORT FOR JULY, 2017
DATE: AUGUST 15TH, 2017

RECOMMENDATION:

This item is presented for information only and no action is required.

DISCUSSION:

Rainfall Data for July, 2017

	<u>Casitas Dam</u>	<u>Matilija Dam</u>
July, 2017	0.00"	0.00"
Water Year (WY) to Date (Oct 1-Sep 30)	31.42"	35.36"
Average Annual Rainfall	23.70"	28.33"

Robles Fish Passage and Diversion Facilities

Diversion Data

July 2017:	0 A.F.	Total Diversions to Date:	6,091 A.F.
Diversion Days in July:	0	Diversion Days this WY:	52

Reservoir Data

Water Surface Elevation (07/31/17):	496.23 feet
Water Storage on August 1 st , 2017:	104,054 A.F.
Water Storage Last Month:	106,420 A.F.
Net Change in Storage:	- 2,366 A.F.
Change in Storage from July 31 st , 2016:	+ 5,524 A.F.



MEMORANDUM

TO: ACWA Public Agency Members
General Managers and Board Presidents

CC: ACWA Board of Directors

FROM: ACWA Nominating Committee

DATE: June 7, 2017

SUBJECT: Call for Candidates Nominations for the 2018-2019 Term

ACWA's Nominating Committee is responsible for submitting a slate for the Association's statewide positions of President and Vice President to the general membership meeting at Fall Conference.

Nominations must be received in the ACWA office by **Friday, September 1, 2017** to be considered by the committee.

The following criteria must be met for names to be considered:

- At the time of their election, the President and Vice President will each be an elected or appointed member of the governing body or commission of a member agency of the Association.
- An official nominating resolution from the Association member agency on whose board the nominee serves will accompany all nominations for the position of President and Vice President. An authorized signatory of the member agency's Board of Directors will sign said resolution.
- Each nomination will include a statement of qualifications or resume highlighting the candidate's qualifications for the position.

Additional letters or resolutions of support from other agencies may be submitted but are not required.

ACWA's Bylaws and Board policies establish the criteria set forth above, which also govern nominations from the floor. ACWA Bylaws (Article 9, Section 9) and Board Policy 2.3.3 require that all nominations received for the positions of ACWA President and Vice President will be accompanied by a nominating resolution from the ACWA member agency on whose board the nominee serves, and signed by an authorized signatory of the member agency's Board of Directors. This policy applies to nominations received in the ACWA office prior to election, as well as to all nominations received from the floor at general session during the floor nomination process.

GO-2.3 Board Officers

The President and Vice President are the elected officers of the Association.

2.3.1 President

The President is an elected officer of the Association and presides at all meetings of the Board, the Executive Committee, and the general membership. The President is responsible to the Board of Directors and the general membership for the duties established by the Bylaws.

2.3.1.1 Duties and Authority

Within the limits of Bylaws and the Duties and Authorities established for Board members, and in coordination with the Executive Director, the President:

- Serves on the ACWA Board and presides at all meetings.
- Serves as the chair of the Executive Committee and presides at all meetings.
- Schedules special Board and Executive Committee meetings.
- Presides over all general membership meetings.
- Serves as a non-voting *ex officio* member of each committee, but will not be an *ex officio* member of the Nominating Committee or the region boards.
- Appoints members of all committees upon recommendation from members and regions as communicated by the region chairs.
- Appoints the chair and vice chair of each committee, each of whom will be subject to ratification by the Board.
- Appoints Nominating Committee, whose purpose will be to nominate qualified individuals for the offices of President and Vice President of the Association for the succeeding term.
- Appoints special committees, work groups, and task forces from time to time as needed to accomplish a specific task or assignment, consistent with and supportive of the mission of the Association.
- Participates in the Association's spring and fall conferences.
- Represents and supports the Association's official policies and positions when acting in capacity of President.

2.3.2 Vice President

The Vice President is an elected officer of the Association and is a voting member of the Board. The Vice President is responsible to the Board of Directors and the general membership for the duties established by Bylaws.

2.3.2.1 Duties and Authority

Within the limits of the Bylaws and the Duties and Authorities established for ACWA Board members, and in coordination with the Executive Director and President, the Vice President:

• Serves as a voting member of the Board.

- Serves as a voting member of the Executive Committee.
- Performs the duties of the President in the President's absence.
- Succeeds the President for an unexpired term if vacancy occurs.
- Serves on the ACWA/JPIA's Executive Committee.
- Participates in the Association's spring and fall conferences.
- Represents and supports the Association's official policies and positions when acting in capacity of Vice President.
- Represents and promotes the Association's purposes, policies, and goals at a variety of Association functions/events, including visits to member agencies for ceremonies, meetings, and retention efforts in coordination with the Executive Director.
- Represents and promotes the Association's purposes, policies, and goals at a variety of external functions/events, including speaking engagements, event participation, and news media and other contacts in coordination with the Executive Director.
- Authorizes expenditures from the Executive Director's contingency fund in conjunction with the President and Finance Committee Chair.
- Serves as a chair/vice chair or participant on committees or task forces as appointed by the President or Board.
- Performs other responsibilities assigned by the Board and President.

2.3.2.2 Qualification

The Vice President will be an elected or appointed member of the governing body or commission of a member agency of the Association at the time of his/her election.

2.3.2.3 Term of Office

The members of the Association will elect the Vice President at its fall conference in each odd-numbered year. The Vice President will take office on January 1 of the calendar year following election and will



Sample Resolution to Nominate Candidate for ACWA President or Vice President

RESOLUTION OF THE BOARD OF DIRECTORS OF

TO NOMINATE AND SUPPORT

AS A CANDIDATE FOR THE POSITION OF ACWA _____

WHEREAS, ACWA has announced that a Nominating Committee has been formed to develop a slate for the Association's statewide positions of President and Vice President; and

WHEREAS, the individual who fills an officer position will need to have a working knowledge of water industry issues and concerns, possess strength of character and leadership capabilities, and be experienced in matters related to the performance of the duties of the office; and

WHEREAS, this person must be able to provide the dedication of time and energy to effectively serve in this capacity; and

WHEREAS, _____ has served in a leadership role as a member of the _____ Board of Directors since _____; and

WHEREAS, (list positions held to demonstrate knowledge of water and leadership)

WHEREAS,

WHEREAS,

WHEREAS, it is the opinion of the _____ Board of Directors that _____ possesses all of the qualities needed to fulfill the duties of the office of ACWA _____.

NOW, THEREFORE, BE IT RESOLVED, that the _____ Board of Directors does hereby nominate and support _____ as a candidate for the office of ACWA _____, pledging the District's support of his/her endeavors in fulfilling the duties of this office if elected.

PASSED AND ADOPTED by the _____ Board of Directors at a regular meeting of said Board held on the _____ day of _____, 2017, by the following vote:

Ayes: Directors

Noes: Directors

Absent: Directors



Sample Resolution to Support Nomination
ACWA President or Vice President Candidate

RESOLUTION OF THE BOARD OF DIRECTORS OF

IN SUPPORT OF THE NOMINATION OF

AS A CANDIDATE FOR THE POSITION OF ACWA _____

WHEREAS, ACWA has announced that a Nominating Committee has been formed to develop a slate for the Association's statewide positions of President and Vice President; and

WHEREAS, the individual who fills an officer position will need to have a working knowledge of water industry issues and concerns, possess strength of character and leadership capabilities, and be experienced in matters related to the performance of the duties of the office; and

WHEREAS, this person must be able to provide the dedication of time and energy to effectively serve in this capacity; and

WHEREAS, _____ has served in a leadership role as a member of the _____ Board of Directors since _____; and

WHEREAS, (list positions held to demonstrate knowledge of water and leadership)

WHEREAS,

WHEREAS,

WHEREAS, it is the opinion of the _____ Board of Directors that _____ possesses all of the qualities needed to fulfill the duties of the office of ACWA _____.

NOW, THEREFORE, BE IT RESOLVED, that the _____ Board of Directors wholeheartedly supports _____ for nomination as a candidate for the office of ACWA _____.

PASSED AND ADOPTED by the _____ Board of Directors at a regular meeting of said Board held on the _____ day of _____, 2017, by the following vote:

Ayes: Directors

Noes: Directors

Absent: Directors



PLEASE SAVE THE DATE

Association of Water Agencies of Ventura County

Is pleased to announce the

22nd Annual Member and Elected Officials Reception

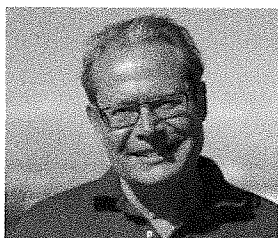
At the

Ronald Reagan Presidential Library

Thursday, September 21, 2017

5:00 - 8:00 p.m.

★ **Guests may also arrive as early as 3:00 p.m. to fully view Museum and special exhibits** ★



Join us for an informative presentation by

Keynote Speaker

PETER KAREIVA, PhD

Director, IoES; Pritzker Distinguished Professor in Environment & Sustainability - Institute of the Environment and Sustainability, UCLA

"How mental traps and the lure of Don Quixote hinder resource management: a career as a sellout?"

Dr. Kareiva will share how challenging the "status quo" shaped his career. He will also reflect on how his experience may bear on some Ventura County water issues that might be bound by outmoded ideas or misguided idealism. Prepare for an evening where you may have to rethink some cherished illusions.

★ **This event is for AWA members, elected officials and invited guests only.** ★

★ **Tour Air Force One and the Presidential Museum, including the highly anticipated special exhibit, TITANIC. Artifacts from passengers, dispersed over time, will be reunited in this exhibit for the first time in over 100 years.** ★

★ **Presentation of the prestigious AWA Annual Water Leadership Award** ★

Contact AWA for sponsorship opportunities

(805)644-0922 awa@awavc.org

WATCH YOUR EMAIL FOR OFFICIAL INVITATION SOON!



Save This Date!
September 21, 2017

AWA Member/Elected Officials Reception

~ Sponsor Information ~

Company Name _____
 List EXACTLY as you want it printed for recognition

Company Contact _____

Address _____

City _____ State _____ Zip _____

Phone _____ Fax _____

E-mail _____

Authorizing Signature _____ Date _____

~ Indicate Sponsor Level ~

(See reverse for sponsor level descriptions)

- Honorary.....\$5000**
- Presidential.....\$2500**
- Senatorial.....\$1000**
- Representative.....\$500**
- Host.....\$300**

~ Payment Options ~

- Check enclosed Invoice us prior to event

~ AWA Federal Tax ID #77-0232669 ~

Return this Form Via:

Mail – AWA, 5156 McGrath Street, Suite 104, Ventura, CA 93003

Email – awa@awavc.org

IMPORTANT:

In order to have your company listed in the event invitation
(listing not applicable to Host level sponsorship),

Please return this form ASAP

Twenty First Annual AWA Member and Elected Officials Reception

Sponsorship Levels

HONORARY \$5000

- Top Billing on all Printed Materials
- Exclusive Honorary Sponsor Banner
- Announcement by Agency Representative
- Welcome & Introduction of Keynote Speaker by Agency Representative
- Agency Signage with Exclusive Placement on Stage
- Free Exhibit Space for Agency

PRESIDENTIAL \$2500

- Special Listing on all Printed Materials
- Agency Introduction at Event
- Agency Name on Signage

SENATORIAL \$1000

- Acknowledgement on Invitation & Program (response by deadline required)
- Agency Name on Signage
- Agency Introduction at Event

REPRESENTATIVE \$500

- Listing on Invitation & Event Program (response by deadline required)
- Agency Name on Signage

HOST \$300

- Listing in Event Program (response by deadline required)
- Agency Name on Signage

**CASITAS MUNICIPAL WATER DISTRICT
TREASURER'S MONTHLY REPORT OF INVESTMENTS
08/17/17**

Type of Invest	Institution	CUSIP	Date of Maturity	Adjusted Cost	Current Mkt Value	Rate of Interest	Date of Deposit	% of Portfolio	Days to Maturity
*TB	Federal Farm CR Bank	3133EGZW8	10/25/2024	\$833,918	\$817,892	2.014%	10/25/2016	3.90%	2588
*TB	Federal Farm CR Bank	31331VWN2	4/13/2026	\$913,722	\$877,498	1.901%	5/9/2016	4.19%	3116
*TB	Federal Farm CR Bank	3133EFK71	3/9/2026	\$853,030	\$836,892	2.790%	3/28/2016	3.99%	3082
*TB	Federal Farm CR Bank	3133EFYH4	2/8/2027	\$1,014,303	\$995,100	3.000%	3/24/2016	4.75%	3411
*TB	Federal Farm CR Bank	3133EGWD	9/29/2027	\$694,629	\$675,848	2.354%	11/17/2016	3.22%	3642
*TB	Federal Home Loan Bank	3130A3DL	9/8/2023	\$1,576,977	\$1,530,990	1.486%	10/13/2016	7.30%	2181
*TB	Federal Home Loan Bank	313379EE5	6/14/2019	\$1,362,140	\$1,355,238	1.625%	10/3/2012	6.46%	657
*TB	Federal Home Loan Bank	3130A0EN	12/10/2021	\$537,111	\$521,480	1.107%	5/9/2016	2.49%	1553
*TB	Federal Home Loan Bank	3130A5R35	6/13/2025	\$765,050	\$742,356	2.875%	2/19/2016	3.54%	2816
*TB	Federal Home Loan Bank	313383YJ4	9/8/2023	\$467,491	\$445,839	1.203%	7/14/2016	2.13%	2181
*TB	Federal Home Loan Bank	3130A5VW6	7/10/2025	\$1,024,353	\$1,027,930	2.360%	5/10/2017	4.90%	2843
*TB	Federal Home Loan Bank	3130AIXJ2	6/14/2024	\$928,976	\$881,369	2.875%	8/2/2016	4.20%	2457
*TB	Federal Home Loan Bank	3133XFKF	6/11/2021	\$645,878	\$639,682	5.625%	1/16/2013	3.05%	1374
*TB	Federal Home Loan MTG Corp	3137EABA	11/17/2017	\$1,009,217	\$1,010,160	5.125%	1/3/2012	4.82%	90
*TB	Federal Home Loan MTG Corp	3137EADB	1/13/2022	\$675,127	\$680,766	2.375%	9/8/2014	3.25%	1586
*TB	Federal National Assn	31315P2J7	5/1/2024	\$797,175	\$759,815	1.721%	5/1/2016	3.62%	2414
*TB	Federal National Assn	3135G0ZR	9/6/2024	\$1,475,078	\$1,441,091	2.625%	5/25/2016	6.87%	2539
*TB	Federal National Assn	3135G0K3	4/24/2026	\$2,529,197	\$2,459,200	2.125%	5/25/2016	11.73%	3127
*TB	US Treasury Inflation Index NTS	912828JE1	7/15/2018	\$1,140,593	\$1,151,749	1.375%	7/6/2010	5.49%	328
*TB	US Treasury Inflation Index NTS	912828MF	1/15/2020	\$1,140,867	\$1,172,764	1.375%	11/18/2015	5.59%	868
*TB	US Treasury Note	912828WE	11/15/2023	\$768,329	\$801,131	2.750%	12/13/2013	3.82%	2248
Accrued Interest					\$141,375				
Total in Gov't Sec. (11-00-1055-00&1065)				\$21,153,161	\$20,966,164			99.98%	
Total Certificates of Deposit: (11.13506)				\$0	\$0			0.00%	
**	LAIF as of: (11-00-1050-00)		N/A	\$452	\$452	0.92%	Estimated	0.00%	
***	COVI as of: (11-00-1060-00)		N/A	\$2,879	\$2,879	0.88%	Estimated	0.01%	
TOTAL FUNDS INVESTED				\$21,156,492	\$20,969,495			100.00%	
Total Funds Invested last report				\$21,162,342	\$20,899,720				
Total Funds Invested 1 Yr. Ago				\$19,226,902	\$19,495,492				
****	CASH IN BANK (11-00-1000-00) EST.			\$856,034	\$856,034				
	CASH IN Western Asset Money Market			\$15,002	\$15,002	0.19%			
TOTAL CASH & INVESTMENTS				\$22,027,529	\$21,840,531				
TOTAL CASH & INVESTMENTS 1 YR AGO				\$23,977,460	\$24,246,050				

- *CD CD - Certificate of Deposit
- *TB TB - Federal Treasury Bonds or Bills
- ** Local Agency Investment Fund
- *** County of Ventura Investment Fund
- Estimated interest rate, actual not due at present time.
- **** Cash in bank

No investments were made pursuant to subdivision (i) of Section 53601, Section 53601.1 and subdivision (i) Section 53635 of the Government Code.

All investments were made in accordance with the Treasurer's annual statement of investment policy.