

Board Agenda

Regular Meeting

Thursday, February 11, 2021

Camrosa Board Room

5:00 P.M.

TO BE HELD REMOTELY

In light of public health responses to the threat of COVID-19 and Governor Newsom's Executive Order N-25-20, the Camrosa office is still closed to the public. Board meetings are accessible to the public only via web-based teleconference, as described below.

To participate via the web to see the board meeting presentation, click <https://us02web.zoom.us/j/9235309144> on your computer, tablet, or smartphone. You'll need to download and install the ZOOM app before logging on.

If you'd like to make a comment, you'll have to log in via the app so we can identify you and invite you to participate.

To listen in via phone, call **(669) 900-6833**; when prompted, enter the meeting ID: **923 530 9144**.

Call to Order

Public Comments

At this time, the public may address the Board on any item not appearing on the agenda which is subject to the jurisdiction of the Board. Persons wishing to address the Board should fill out a white comment card and submit it to the Board Chairman prior to the meeting. All comments are subject to a 5-minute time limit.

Matters appearing on the Consent Agenda are expected to be non-controversial and will be acted upon by the Board at one time, without discussion, unless a member of Board or the Staff requests an opportunity to address any given item. Items removed from the Consent Agenda will be discussed at the beginning of the Administrative Items. Approval by the Board of Consent Items means that the recommendation of the Staff is approved along with the terms and conditions described in the Board Memorandum.

Consent Agenda

1. Approve Minutes of the Special Meeting of January 21, 2021
2. Approve Minutes of the Regular Meeting of January 28, 2021
3. **Approve Vendor Payments

Objective: Approve the payments as presented by Staff.

Action Required: Approve accounts payable in the amount of \$294,146.97.

Primary Agenda

4. ****Update Ordinance 40**

Objective: Incorporate flow restriction policy into Ordinance 40, Rules and Regulations Governing the Provision of Water and Sanitary Services.

Action Required:

- 1) Open a public hearing to receive comment on the attached draft Ordinance 40-21;
- 2) Receive any public comments;
- 3) Close the public hearing; and
- 4) Adopt Ordinance 40-21.

5. ****Fiscal Year 2020-21 Budget Status Report**

Objective: Receive a report from staff regarding the status of the Fiscal Year (FY) 2020-21 budget.

Action Required: No action necessary; for information only.

6. ****Cross-connection Control Program Contract**

Objective: Enter into a contract with the County of Ventura to manage the District's Cross Connection Control Program.

Action Required: Authorize the General Manager to execute the attached contract with the County of Ventura for the implementation and management of a cross-connection control program.

7. ****Pump Station No. 2 Generator and Fuel Tank; and CWRP Emergency Generator Fuel Tank Specification No. PS 20-02**

Objective: Install a new emergency standby generator at Pump Station No. 2; replace an existing fuel tank at Camrosa's Water Reclamation Facility (CWRP); authorize the pre-purchase of this equipment; and award construction support services.

Action Required: It is recommended that the Board of Directors:

- 1) Authorize a purchase order in an amount not to exceed \$131,963.85 (including tax & delivery) to Quinn Power Systems for the purchase of an emergency standby generator with sub-base fuel tank for Pump Station No. 2, replacement fuel tank at the CWRP, and appurtenances;
- 2) Authorize the General Manager to award a contract to the second lowest bidder, NOHO Constructors, Inc., in the amount of \$297,701.00, to install an emergency standby generator and replacement fuel tank, Specification No. PS 20-02;
- 3) Authorize the General Manager to issue a change order to Cannon Corporation in the amount of \$12,734.00 to provide engineering & construction support services during installation, as needed; and
- 4) Appropriate additional funding in the amount of \$30,000 for the Pump Station No. 2 Emergency Standby Generator Project from the Potable Water Capital Improvement Fund.

8. Purchase of Meters

Objective: Purchase meters and related equipment.

Action Required: Authorize the General Manager to spend up to \$200,000.00, the Fiscal Year (FY) 2020-21 budgeted amount, to purchase meters and related equipment.

9. **Review of District Investment Policy

Objective: Receive a briefing from the District's Investment Ad-Hoc Committee and approve the District's Investment Policy.

Action Required: Adopt a Resolution Adopting the District's Investment Policy.

Comments by General Manager; Comments by Directors; Adjournment

PLEASE NOTE: The Board of Directors may hold a closed session to discuss personnel matters or litigation, pursuant to the attorney/client privilege, as authorized by Government Codes. Any of the items that involve pending litigation may require discussion in closed session on the recommendation of the Board's Legal Counsel.

Note: ** indicates agenda items for which a staff report has been prepared or backup information has been provided to the Board. Copies of the full agenda are available for review at the District Office and on our website at www.camrosa.com.



February 11, 2021

Board of
Directors
Agenda Packet

Board Minutes

Special Meeting

Thursday, January 21, 2021

Camrosa Board Room

5:00 P.M.

Call to Order The meeting was convened at 5:04 P.M. as a web-based teleconference.

Present: Eugene F. West, President (via teleconference)
Terry L. Foreman, Vice-President (via teleconference)
Al E. Fox, Director (via teleconference)
Timothy H. Hoag, Director (via teleconference)

Absent: Jeffrey C. Brown, Director

Staff: Tony Stafford, General Manager
Ian Prichard, Assistant General Manager (via teleconference)
Tamara Sexton, Manager of Finance (via teleconference)
Joe Willingham, Manager of Operations (via teleconference)
Kevin Wahl, Superintendent of Operations (via teleconference)
Terry Curson, District Engineer (via teleconference)
Finn Swann (via teleconference)
Jorge Navarro (via teleconference)

Guests: Seth Shapiro, Legal Counsel (via teleconference)

Public Comments

None

Primary Agenda

1. Classification and Compensation Study

Information on the Classification and Compensation Study was presented.

No action necessary; for information only.

2. Strategic Plan

The Board reviewed top strategic initiatives identified by the Board and directed staff to consolidate them into categories for further review.

No action necessary; for information only.

Closed Session: The Board elected not to enter into closed session.

Comments by General Manager

- Mr. Stafford congratulated President West on his reelection as the special district's representative on the Fox Canyon Groundwater Management Agency Board of Directors, where he currently serves as Chair.
- Mr. Stafford informed the Board that the Arroyo Santa Rosa Groundwater Sustainability Agency meeting would be at 4:45 P.M. on Thursday, January 28, 2021.

Comments by Directors

- Director Fox reminded the Board that nominations to the California Special Districts Association for Director of the Year and Manager of the Year are due.
- Director Foreman highlighted the ability of the District to continue serving water through the recent power outage, which lasted longer than 48 hours in some portions of the District.

Adjournment

There being no further business, the meeting was adjourned at 6:21 P.M.

Tony L. Stafford, Secretary/Manager
Board of Directors
Camrosa Water District

Eugene F. West, President
Board of Directors
Camrosa Water District

(ATTEST)

Board Minutes

Regular Meeting

Thursday, January 28, 2021

Camrosa Board Room

5:00 P.M.

Call to Order The meeting was convened at 5:01 P.M. as a web-based teleconference.

Present: Eugene F. West, President (via teleconference)
Terry L. Foreman, Vice-President (via teleconference)
Al E. Fox, Director (via teleconference)
Jeffrey C. Brown, Director (via teleconference)
Timothy H. Hoag, Director (via teleconference)

Staff: Tony Stafford, General Manager
Ian Prichard, Assistant General Manager (via teleconference)
Tamara Sexton, Manager of Finance (via teleconference)
Joe Willingham, Manager of Operations (via teleconference)
Jozi Zabarsky, Manager of Customer Accounts/Business (via teleconference)
Kevin Wahl, Superintendent of Operations (via teleconference)
Terry Curson, District Engineer (via teleconference)
Greg Jones, Legal Counsel (via teleconference)

Guests: Curtis Hopkins (via teleconference)

Public Comments

None

Consent Agenda

1. Approve Minutes of the Regular Meeting of January 14, 2021

This item was pulled from the Consent Agenda and moved to the Primary Agenda.

2. Approve Vendor Payments

A summary of accounts payable in the amount of \$959,762.20 was provided for Board information and approval. The Board approved the payments to vendors as presented by staff in the amount of \$959,762.20.

Motion: Brown **Second:** Hoag

Roll Call: Fox-Yes; Brown-Yes; Hoag-Yes; Foreman-Yes; West-Yes

Primary Agenda

3. Tierra Rejada & Penny Wells Rehabilitation Review and Analysis

The Board was provided an analysis and overview of the Tierra Rejada and Penny Wells.

No action necessary; for information only.

4. Pleasant Valley County Water District Recycled Water Sales Agreement

The Board received the final executed recycled water agreement with Pleasant Valley County Water District (PVCWD).

Action Required: No action necessary; for information only.

5. Procurement Policy

The Board received the District's adopted Procurement Policy with strikethroughs.

No action necessary; for information only.

6. Salary and Classification Schedule

The Board adopted a Resolution Adjusting the District's Salary and Classification Schedule for Employees.

Motion: Fox **Second:** Hoag

Roll Call: Fox-Yes; Brown-Yes; Hoag-Yes; Foreman-Yes; West-Yes

1. Approve Minutes of the Regular Meeting of December 10, 2020 (moved from Consent Agenda)

The Board approved the Minutes of the regular Meeting of January 14, 2021, amending Agenda Item number 8, per Director Foreman's request, to reflect the following: *"The Board authorized the General Manager to enter a contract with and issue a purchase order to Cannon Corporation, in an amount not to exceed \$265,881.00, to provide professional engineering services for the Reservoir 4C welded steel tank and hydropneumatic pump station replacements, and directed staff to initiate a more comprehensive assessment of storage requirements, including locations and volumes, for the District. The storage assessment shall also include an analysis for Reservoir 4C to include pumping capability from pump stations at Reservoirs 3D and 3C, and return to the Board with a storage optimization plan for those tanks prior to proceeding with any construction at Reservoir 4C."* The Board also amended Item number 11 with the understanding that this temporary position will not be filled by a permanent employee and the duties will be absorbed by existing personnel and/or contracted out by the end of the agreement. The temporary position is short term and will not lead to, or be replaced by a full-time employee. No directors opposed the amendments; therefore the minutes have been revised accordingly.

Motion: Brown **Second:** Foreman

Roll Call: Fox-Yes; Brown-Yes; Hoag-Yes; Foreman-Yes; West-Yes

Comments by General Manager

- None

Comments by Directors

- None

Closed Session: The Board entered a closed session at 5:52 P.M. to confidentially discuss pending litigation as authorized by Government codes 54956.9.

7. Closed Session Conference with Legal Counsel – Two Matters

The Board conferred with and received advice from counsel regarding pending litigation.

No action was taken in closed session.

The Board returned to open session at 6:10 P.M.

Adjournment

There being no further business, the meeting was adjourned at 6:11 P.M.

Tony L. Stafford, Secretary/Manager
Board of Directors
Camrosa Water District

Eugene F. West, President
Board of Directors
Camrosa Water District (ATTEST)

Board Memorandum

February 11, 2021

To: General Manager

From: Sandra Llamas, Sr. Accountant

Subject: Approve Vendor Payments

Objective: Approve the payments as presented by Staff.

Action Required: Approve accounts payable in the amount of \$294,146.97.

Discussion: A summary of accounts payable is provided for Board information and approval.

| | |
|--------------------------------------|----------------------|
| Payroll PR 1-2 & ME 2021 | \$ 41,701.41 |
| Accounts Payable 1/22/2021-2/04/2021 | \$ <u>252,445.56</u> |
| Total Disbursements | \$ <u>294,146.97</u> |

DISBURSEMENT APPROVAL

BOARD MEMBER DATE

BOARD MEMBER DATE

BOARD MEMBER DATE

Tony L. Stafford, General Manager

Camrosa Water District

Accounts Payable Period:

1/22/2021-2/04/2021

| Expense | Account Description | Amount |
|-----------|-------------------------------------|---------------------|
| 11100 | Accounts Rec-Other | |
| 15773 | Deferred Outflows-UAL Prep. | |
| 11700 | Meter Inventory | |
| 11900 | Prepaid Insurance | |
| 11905 | Prepaid Maintenance Ag | 8522.00 |
| 13000 | Land | |
| 400 | General Capital Projects | 9349.50 |
| 500 & 900 | Sewer Capital Projects | 8405.85 |
| 800 & 600 | Water Capital Projects | 984.90 |
| 650 | Water Capital Rep Projects | 17291.40 |
| 750 | NP Water Capital Rep Projects | |
| 20053 | Current LTD Bond 2016 | |
| 20052 | Current LTD Bond 2012 | |
| 20400 | Contractor's Retention | |
| 20250 | Non-Potable Water Purchases | |
| 23001 | Refunds Payable | 3880.49 |
| 50110 | Payroll FLSA Overtime-Retro | |
| 50010 | Water Purchases & SMP | |
| 50020 | Pumping Power | 94079.31 |
| 50100 | Federal Tax 941 1 st QTR | |
| 50140 | Unemployment Benefits | |
| 50153 | Social Security Tax | |
| 50200 | Utilities | 2730.40 |
| 50210 | Communications | 2393.12 |
| 50220 | Outside Contracts | 29835.29 |
| 50230 | Professional Services | |
| 50240 | Pipeline Repairs | 12326.19 |
| 50250 | Small Tool & Equipment | |
| 50260 | Materials & Supplies | 38134.92 |
| 50270 | Repair Parts & Equip Maint | 13643.04 |
| 50280 | Legal Services | |
| 50290 | Dues & Subscriptions | |
| 50300 | Conference & Travel | 125.00 |
| 50310 | Safety & Training | |
| 50330 | Board Expenses | |
| 50340 | Bad Debt | |
| 50350 | Fees & Charges | 10744.15 |
| 50360 | Insurance Expense | |
| 50500 | Misc Expense | |
| 50600 | Fixed Assets | |
| 50700 | Interest Expense | |
| TOTAL | | \$252,445.56 |
| | | |
| | | |



Expense Approval Report

By Vendor Name

Payable Dates 1/22/2021 - 2/3/2021 Post Dates 1/22/2021 - 2/3/2021

Vendor: *CAM* - DEPOSIT ONLY-CAMROSA WTR

| | | | | | | |
|--|------------|--------------------------|------------|-----------------------------------|------------------------|---------------|
| 3262 | 01/28/2021 | DEPOSIT ONLY-CAMROSA WTR | 1-28-21-PR | Transfer to Disbursements Account | Transfer to disburseme | 152500 |
| 3263 | 01/28/2021 | DEPOSIT ONLY-CAMROSA WTR | 1-28-21-AP | Transfer to Disbursements Account | Transfer to disburseme | 165000 |
| Vendor *CAM* - DEPOSIT ONLY-CAMROSA WTR Total: | | | | | | <u>317500</u> |

| | | | | | | |
|-------|------------|------------------------------------|------------|-------------------------------------|------------------------|---------|
| 56329 | 02/03/2021 | ACLARA TECHNOLOGIES | 21100391 | Prepaid Maintenance Support | Prepaid maint agreeme | 8522 |
| 56330 | 02/03/2021 | ALEXANDER'S CONTRACT SERVICES, INC | 103233 | Meter Reading | Outsd contracts | 1566.85 |
| 56331 | 02/03/2021 | AWA | 06-13101 | Waterwise Bkfst board and employees | Conf. & travel | 125 |
| 56332 | 02/03/2021 | B&R TOOL & SUPPLY CO. | 1900953903 | Utility Vehicle Vises | Repair Parts & equipm | 633.57 |
| 56333 | 02/03/2021 | BRENNTAG PACIFIC, INC. | BPI114913 | Chemicals RMWTP | Materials & Supplies-R | 3335.9 |
| 56334 | 02/01/2021 | CALIFORNIA OAKS PROPERTY MGMT | 00005129 | Customer Refund | Refunds payable | 87.59 |

Vendor: CAN03 - Cannon Corporation

| | | | | | | |
|--|------------|--------------------|-------|-------------------------------------|--------------------------------------|--------------|
| 56335 | 02/03/2021 | Cannon Corporation | 74990 | Design Generator and Fuel Tank | Construction in progre: FY20-0256-R1 | 1641.5 |
| 56335 | 02/03/2021 | Cannon Corporation | 75067 | Construction Support Services | Construction in progre: FY20-0130-R1 | 1243 |
| 56335 | 02/03/2021 | Cannon Corporation | 75076 | Reservoir 1B Communication Upgrades | Construction in progre: FY21-0035 | 9349.5 |
| Vendor CAN03 - Cannon Corporation Total: | | | | | | <u>12234</u> |

| | | | | | | |
|-------|------------|-------------------|-------|---|-------------------------|------|
| 56336 | 02/03/2021 | CINDY SALDIVAR | 12721 | Notary Serv- Sewer Line Rep Lynwood at Woodcreek | Construction in progre: | 20 |
| 56337 | 02/03/2021 | CITY OF CAMARILLO | 2021 | Encroachment Permi Annual Blanket Encroachment Permit-Issuance Fees | Fees & charges | 4709 |

Vendor: COU01 - COUNTY OF VENTURA RMA OPERATIONS

| | | | | | | |
|--|------------|----------------------------------|-----------|--|----------------|----------------|
| 56338 | 02/03/2021 | COUNTY OF VENTURA RMA OPERATIONS | IN0210528 | Permit-Environmental health inspection PS 3 | Fees & charges | 193.49 |
| 56338 | 02/03/2021 | COUNTY OF VENTURA RMA OPERATIONS | IN0210529 | Permit-Environmental health inspection Hydro 4C | Fees & charges | 193.49 |
| 56338 | 02/03/2021 | COUNTY OF VENTURA RMA OPERATIONS | IN0210530 | Permit-Environmental Health Inspection TR Well | Fees & charges | 439.98 |
| 56338 | 02/03/2021 | COUNTY OF VENTURA RMA OPERATIONS | IN0210531 | Permit-Environmental health inspection Highlands | Fees & charges | 193.49 |
| 56338 | 02/03/2021 | COUNTY OF VENTURA RMA OPERATIONS | IN0210532 | Permit-Environmental health inspectio SL1 | Fees & charges | 193.49 |
| 56338 | 02/03/2021 | COUNTY OF VENTURA RMA OPERATIONS | IN0210533 | Permit-Environmental health inspection SL2 | Fees & charges | 193.49 |
| Vendor COU01 - COUNTY OF VENTURA RMA OPERATIONS Total: | | | | | | <u>1407.43</u> |

Vendor: DAV01 - DAVMAR AIR

| | | | | | | |
|----------------------------------|------------|------------|-------|----------------------------|---------------------------|----------------|
| 56339 | 02/03/2021 | DAVMAR AIR | 10871 | Air Compressor Maintenance | Outsd contracts FY21-0061 | 960.69 |
| 56339 | 02/03/2021 | DAVMAR AIR | 10879 | Air Compressor Maintenance | Outsd contracts FY21-0061 | 1930.23 |
| Vendor DAV01 - DAVMAR AIR Total: | | | | | | <u>2890.92</u> |

| | | | | | | |
|-------|------------|--|--------------------|--|-------------------------|---------|
| 56340 | 02/01/2021 | DAY FARMS | 00008987 | Customer Refund | Refunds payable | 3339.04 |
| 56341 | 02/01/2021 | DIMITRIOS PALIUNGAS | 00000201 | Customer Refund | Refunds payable | 20.38 |
| 56342 | 02/03/2021 | Enhanced Landscape Management, LLC | 61419 | Landscaping | Construction in progre: | 1873 |
| 56343 | 02/01/2021 | ESQUIRE PROPERTY MANAGEMENT | 0010366 | Customer Refund | Refunds payable | 28.69 |
| 56344 | 02/01/2021 | EVA SATORI | 00000707 | Customer Refund | Refunds payable | 54.64 |
| 56345 | 02/03/2021 | FOX CANYON GROUNDWATER MANAGEMENT AGENCY | 7-1-2020-9-30-3030 | FCGMA Extraction Fees (7/1/20-9/30/20) | Fees & charges | 4627.72 |
| 56346 | 02/03/2021 | Frontier Communications | January 2021 | VOIP-Land Lines | Communications | 416.82 |

Vendor: FRU01 - FRUIT GROWERS LAB. INC.

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|-------|------------|-------------------------|---------|----------------------------|-------------------|-----|
| 56347 | 02/03/2021 | FRUIT GROWERS LAB. INC. | 014652A | Monthly CWRP Analysis | Outsd contracts | 140 |
| 56347 | 02/03/2021 | FRUIT GROWERS LAB. INC. | 015354A | Outside Lab work CWRP | Outsd contracts | 140 |
| 56347 | 02/03/2021 | FRUIT GROWERS LAB. INC. | 017511A | Outside Lab Work CWRP | Outsd contracts | 466 |
| 56347 | 02/03/2021 | FRUIT GROWERS LAB. INC. | 017514A | Outside lab work for RMWTP | Outside Contracts | 83 |
| 56347 | 02/03/2021 | FRUIT GROWERS LAB. INC. | 017642A | Outside Lab work for RMWTP | Outside Contracts | 54 |
| 56347 | 02/03/2021 | FRUIT GROWERS LAB. INC. | 017658A | Outside Lab work | Outsd contracts | 269 |
| 56347 | 02/03/2021 | FRUIT GROWERS LAB. INC. | 017892A | Outside Lab work RMWTP | Outside Contracts | 240 |

Vendor FRU01 - FRUIT GROWERS LAB. INC. Total: 1392

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|-------|------------|--|------------|--|--------------------------------------|---------|
| 56348 | 02/03/2021 | GEIGER ENTERPRISES, INC. | 21-229 | Materials and supplies-fuel | Materials & supplies | 3354.76 |
| 56349 | 02/03/2021 | GMH, Inc | 5113864 | AC Maintenance | Outsd contracts | 265 |
| 56350 | 02/03/2021 | HACH COMPANY | 12305038 | Materials & Supplies Reagents | Materials & supplies | 712.33 |
| 56351 | 02/03/2021 | HARRIS WATER COND. INC. | 01312021 | Water Softener | Outsd contracts | 60.5 |
| 56352 | 02/01/2021 | HOLLY RUDKIN | 00007126 | Customer Refund | Refunds payable | 86.77 |
| 56353 | 02/03/2021 | INFOSEND, INC. | 184623 | Printing and mailing of December 2020 Statements | Outsd contracts | 4934.31 |
| 56354 | 02/03/2021 | Janitek Cleaning Solutions-Allstate Cleaning, Inc. | 40260A | Cleaning Service | Outsd contracts | 1655.56 |
| 56355 | 02/01/2021 | LAURA BAKER | 00002021-1 | Customer Refund | Refunds payable | 72.52 |
| 56356 | 02/01/2021 | MARJORIE RUNYON | 00000612 | Customer Refund | Refunds payable | 15.76 |
| 56357 | 02/01/2021 | MARVIN JACQUES | 00000986 | Customer Refund | Refunds payable | 16.24 |
| 56358 | 02/03/2021 | MNS ENGINEERS, INC. | 77124 | CWRP Dewatering Press - Engineering | Construction in progre: FY18-0055-R3 | 6486.25 |

Vendor: NOR07 - NORTHSTAR CHEMICAL

| | | | | | | |
|-------|------------|--------------------|--------|------------------------------------|------------------------|---------|
| 56359 | 02/03/2021 | NORTHSTAR CHEMICAL | 187533 | Materials Chemicals RMWTP | Materials & Supplies-R | 4540.54 |
| 56359 | 02/03/2021 | NORTHSTAR CHEMICAL | 187534 | Materials Chemicals Woodcreek Well | Materials & Supplies-R | 2307.77 |

Vendor NOR07 - NORTHSTAR CHEMICAL Total: 6848.31

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|-------|------------|--|----------|------------------------------|------------------------|----------|
| 56360 | 02/03/2021 | Occupational Health Centers of California, A Medical Cor | 70167335 | Random DOT Testing (Chris P) | Outsd contracts | 46.5 |
| 56361 | 02/03/2021 | PRAXAIR DISTRIBUTION INC | 61353926 | Acetylene Gas Cylinders | Materials & supplies | 147.31 |
| 56362 | 02/03/2021 | PURETEC INDUSTRIAL WATER | 1860570 | Chemicals RMWTP | Materials & Supplies-R | 18095.15 |

Vendor: QUI02 - QUINN COMPANY

| | | | | | | |
|-------|------------|---------------|-------------|----------------------------|---------------------------------|--------|
| 56363 | 02/03/2021 | QUINN COMPANY | WON10015113 | Generator Maintenance 52 | Repair parts & equipm FY21-0126 | 784.19 |
| 56363 | 02/03/2021 | QUINN COMPANY | WON10015114 | Generator Maintenance 52 | Repair parts & equipm FY21-0126 | 779.46 |
| 56363 | 02/03/2021 | QUINN COMPANY | WON10015115 | Generator Maintenance 52 | Repair parts & equipm FY21-0126 | 806.76 |
| 56363 | 02/03/2021 | QUINN COMPANY | WON10015116 | Generator Maintenance 52 | Repair parts & equipm FY21-0126 | 749.88 |
| 56363 | 02/03/2021 | QUINN COMPANY | WON10015117 | Generator Maintenance 52 | Repair parts & equipm FY21-0126 | 681.36 |
| 56363 | 02/03/2021 | QUINN COMPANY | WON10015118 | Generator Maintenance 52 | Repair parts & equipm FY21-0126 | 713.45 |
| 56363 | 02/03/2021 | QUINN COMPANY | WON10015121 | Generator Maintenance 57 | Repair parts & equipm FY21-0128 | 715.14 |
| 56363 | 02/03/2021 | QUINN COMPANY | WON10015122 | Generator Maintenance 57 | Repair parts & equipm FY21-0128 | 639.02 |
| 56363 | 02/03/2021 | QUINN COMPANY | WON10015123 | Generator Maintenance 57 | Repair parts & equipm FY21-0128 | 810.53 |
| 56363 | 02/03/2021 | QUINN COMPANY | WON10015124 | Generator Maintenance 57 | Repair parts & equipm FY21-0128 | 857.76 |
| 56363 | 02/03/2021 | QUINN COMPANY | WON10015125 | Generator Maintenance 52-1 | Repair Parts & Equipm FY21-0127 | 342.5 |
| 56363 | 02/03/2021 | QUINN COMPANY | WON10015126 | Generator Maintenance 52-1 | Repair Parts & Equipm FY21-0127 | 342.5 |
| 56363 | 02/03/2021 | QUINN COMPANY | WON10015128 | Generator Maintenance 26 | Repair parts & equipm FY21-0125 | 811.2 |
| 56363 | 02/03/2021 | QUINN COMPANY | WON10015129 | Generator Maintenance 26 | Repair parts & equipm FY21-0125 | 817.89 |
| 56363 | 02/03/2021 | QUINN COMPANY | WON10015130 | Generator Maintenance 26 | Repair parts & equipm FY21-0125 | 679.48 |
| 56363 | 02/03/2021 | QUINN COMPANY | WON10015131 | Generator Maintenance 26 | Repair parts & equipm FY21-0125 | 342.5 |
| 56363 | 02/03/2021 | QUINN COMPANY | WON10015132 | Generator Maintenance 26 | Repair parts & equipm FY21-0125 | 342.5 |
| 56363 | 02/03/2021 | QUINN COMPANY | WON10015133 | Generator Maintenance 26 | Repair parts & equipm FY21-0125 | 342.5 |
| 56363 | 02/03/2021 | QUINN COMPANY | WON10015136 | Generator Maintenance 57 | Repair parts & equipm FY21-0128 | 693 |

Vendor QUI02 - QUINN COMPANY Total: 12251.62

| | | | | | | |
|-------|------------|-------------|----------|-----------------|-----------------|-------|
| 56364 | 02/01/2021 | RICK COVEY | 00001560 | Customer Refund | Refunds payable | 92.91 |
| 56365 | 02/01/2021 | RON OSTLUND | 00002233 | Customer Refund | Refunds payable | 65.95 |

| | | | | | |
|---|------------|--|-------------|--|--|
| Vendor: ROY03 - ROYAL INDUSTRIAL SOLUTIONS | | | | | |
| 56366 | 02/03/2021 | ROYAL INDUSTRIAL SOLUTIONS | 9009-419610 | Materials & Supplies-Generators PS4 | Materials & supplies 328.53 |
| 56366 | 02/03/2021 | ROYAL INDUSTRIAL SOLUTIONS | 9009-419715 | Materials & Supplies-Generators PS4 | Materials & supplies 257.52 |
| Vendor ROY03 - ROYAL INDUSTRIAL SOLUTIONS Total: | | | | | 586.05 |
| Vendor: SAM01 - SAM HILL & SONS, INC. | | | | | |
| 56367 | 02/03/2021 | SAM HILL & SONS, INC. | 3616 | Leak Repair 1" Service | Pipeline repairs FY21-0140 6957.39 |
| 56367 | 02/03/2021 | SAM HILL & SONS, INC. | 3633 | Sewer Line Repair Village 20 | Pipeline repairs FY21-0143 5368.8 |
| Vendor SAM01 - SAM HILL & SONS, INC. Total: | | | | | 12326.19 |
| 56368 | 02/03/2021 | Santa Paula Materials, Inc. | 16782 | Materias & Supplies Fill Sand | Materials & supplies 333.53 |
| Vendor: SHU01 - SHUMATE SERVICES, INC | | | | | |
| 56369 | 02/03/2021 | SHUMATE SERVICES, INC | 20-100-1 | Paint Diversion Piping | Outsd contracts 935 |
| 56369 | 02/03/2021 | SHUMATE SERVICES, INC | 20-100-2 | Paint Conejo Well 2 piping | Outsd contracts FY21-0139 1810 |
| Vendor SHU01 - SHUMATE SERVICES, INC Total: | | | | | 2745 |
| Vendor: SCE01 - SOUTHERN CALIF. EDISON | | | | | |
| 758 | 02/03/2021 | SOUTHERN CALIF. EDISON | 012621 | Pumping power PS2 to 3 | Pumping power 87257.23 |
| 758 | 01/29/2021 | SOUTHERN CALIF. EDISON | Jan21 | Pumping Power and Electricity Charges January 2021 | Pumping Power-RMW 6822.08 |
| 758 | 01/29/2021 | SOUTHERN CALIF. EDISON | Jan21 | Pumping Power and Electricity Charges January 2021 | Utilities 2442.2 |
| Vendor SCE01 - SOUTHERN CALIF. EDISON Total: | | | | | 96521.51 |
| Vendor: SCG01 - SOUTHERN CALIFORNIA GAS | | | | | |
| 759 | 02/03/2021 | SOUTHERN CALIFORNIA GAS | Jan 2021 | Usage charges January 2021 Via Cantilena | Utilities 14.79 |
| 759 | 02/03/2021 | SOUTHERN CALIFORNIA GAS | Jan 2021-1 | Usage Chartes January 2021-Headquarters | Utilities 273.41 |
| Vendor SCG01 - SOUTHERN CALIFORNIA GAS Total: | | | | | 288.2 |
| Vendor: SCF01 - SOUTHERN COUNTIES OIL | | | | | |
| 56370 | 02/03/2021 | SOUTHERN COUNTIES OIL | 1794086-IN | Current Usage charges April 2016 | Materials & supplies 1498.21 |
| 56370 | 02/03/2021 | SOUTHERN COUNTIES OIL | 1799319-IN | Materials & Supplies-Fuel | Materials & supplies 1147.22 |
| Vendor SCF01 - SOUTHERN COUNTIES OIL Total: | | | | | 2645.43 |
| Vendor: STA15 - STAPLES | | | | | |
| 56371 | 02/03/2021 | STAPLES | 207140177 | Toner Cartridges | Materials & supplies 257.66 |
| 56371 | 02/03/2021 | STAPLES | 207142235 | Office Supplies | Materials & supplies 211.67 |
| Vendor STA15 - STAPLES Total: | | | | | 469.33 |
| 56372 | 02/03/2021 | TRAVIS AGRICULTURAL, INC | 201228F | Repair AG3 & AG2 Road | Outsd contracts FY21-0141 11799.87 |
| 56373 | 02/03/2021 | UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORM | 120210204 | Dig Alert Tickets Monthly | Outsd contracts 239.35 |
| Vendor: UNI08 - UNIFIRST CORPORATION | | | | | |
| 56374 | 02/03/2021 | UNIFIRST CORPORATION | 328-1245827 | Uniform Cleaning Service6 | Outsd contracts 234.07 |
| 56374 | 02/03/2021 | UNIFIRST CORPORATION | 328-1245837 | Towel/Mat Service Office Supplies-Cleaning Suppl | Outsd contracts 99.13 |
| 56374 | 02/03/2021 | UNIFIRST CORPORATION | 328-1247602 | Uniform Cleaning Service | Outsd contracts 234.1 |
| 56374 | 02/03/2021 | UNIFIRST CORPORATION | 328-1247612 | Towel /Mat Service, Office Supplies-Cleaning Suppl | Outsd contracts 99.13 |
| Vendor UNI08 - UNIFIRST CORPORATION Total: | | | | | 666.43 |
| Vendor: USA01 - USA BLUE BOOK | | | | | |
| 56375 | 02/03/2021 | USA BLUE BOOK | 478992 | Lab Reagent | Materials & supplies 67.06 |
| 56375 | 02/03/2021 | USA BLUE BOOK | 483598 | Materials & Supplies Gloves | Materials & supplies 1539.76 |
| Vendor USA01 - USA BLUE BOOK Total: | | | | | 1606.82 |
| 56376 | 02/03/2021 | VERIZON WIRELESS | 9871795985 | Cell Phone | Communications 1976.3 |
| Vendor: WWG01 - W W GRAINGER, INC. | | | | | |
| 56377 | 02/03/2021 | W W GRAINGER, INC. | 9791589436 | Repair Parts-Hitch Pin and Adapter | Repair parts & equipm 259.32 |
| 56377 | 02/03/2021 | W W GRAINGER, INC. | 9792126568 | Repair Parts-Solar charges | Repair parts & equipm 498.53 |
| Vendor WWG01 - W W GRAINGER, INC. Total: | | | | | 757.85 |
| 56378 | 02/03/2021 | WATER SYSTEMS CONSULTING, INC. | 5285 | Water Model Potable Development | Construction in progre: FY20-0206-R1 16991.4 |

TOTAL VENDOR PAYMENTS

\$252,445.56

| | | | | | |
|---|------------|---------------------------|------------|-------------------------------|----------------------------------|
| Vendor: PER05 - CAL PERS 457 PLAN | | | | | |
| DFT0003183 | 01/28/2021 | CAL PERS 457 PLAN | INV0009669 | Deferred Compensation | Deferred comp - ee pai 50 |
| DFT0003184 | 01/28/2021 | CAL PERS 457 PLAN | INV0009670 | Deferred Compensation | Deferred comp - ee pai 2728 |
| Vendor PER05 - CAL PERS 457 PLAN Total: | | | | | 2778 |
| DFT0003179 | 01/28/2021 | COLONIAL SUPPLEMENTAL INS | INV0009665 | Colonial Benefits | Colonial benefits 279.22 |
| DFT0003198 | 01/28/2021 | EMPLOYMENT DEVELOP. DEPT. | INV0009693 | Payroll-SIT | P/R-sit 3646.24 |
| Vendor: HEA02 - HealthEquity | | | | | |
| DFT0003187 | 01/28/2021 | HealthEquity | INV0009675 | HSA-Employee Contribution | HSA Contributions Pay: 480.84 |
| DFT0003188 | 01/28/2021 | HealthEquity | INV0009676 | HSA Contributions | HSA Contributions Pay: 250 |
| Vendor HEA02 - HealthEquity Total: | | | | | 730.84 |
| 757 | 01/28/2021 | LINCOLN FINANCIAL GROUP | INV0009671 | Deferred Compensation | Deferred comp - ee pai 1823.6 |
| 756 | 01/28/2021 | LINCOLN FINANCIAL GROUP | INV0009687 | Profit Share Contribution | Profit share contributic 2731.63 |
| DFT0003185 | 01/28/2021 | PUBLIC EMPLOYEES | INV0009673 | PERS-Classic Employee Portion | P/R-state ret. 16038.15 |
| DFT0003189 | 01/28/2021 | SYMETRA LIFE INS CO. | INV0009677 | Life Insurance | Life ins. 270.25 |
| Vendor: UNI10 - UNITED STATES TREASURY | | | | | |
| DFT0003176 | 01/28/2021 | UNITED STATES TREASURY | INV0009662 | Payroll-Social Security Tax | P/R - ee social security 602.14 |
| DFT0003177 | 01/28/2021 | UNITED STATES TREASURY | INV0009663 | Payroll- Medicare Tax | P/R - ee medicare 2470.6 |
| DFT0003195 | 01/28/2021 | UNITED STATES TREASURY | INV0009690 | FIT | P/R-fit 10040.74 |
| Vendor UNI10 - UNITED STATES TREASURY Total: | | | | | 13383.48 |
| 56328 | 01/28/2021 | UNITED WAY OF VENTURA CO. | INV0009664 | Charity-United Way | P/R-charity 20 |
| TOTAL PAYROLL VENDOR PAYMENTS | | | | | \$ 41,701.41 |

Board Memorandum

February 11, 2021

To: Board of Directors
From: General Manager
Subject: Update Ordinance 40

Objective: Incorporate flow restriction policy into Ordinance 40, Rules and Regulations Governing the Provision of Water and Sanitary Services.

Action Required:

- 1) Open a public hearing to receive comment on the attached draft Ordinance 40-21;
- 2) Receive any public comments;
- 3) Close the public hearing; and
- 4) Adopt Ordinance 40-21.

Discussion: At the January 14, 2021 Board meeting, the Camrosa Board of Directors set a public hearing date of February 11, 2021, to consider adoption of Ordinance 40-21.

Ordinance 40, Rules and Regulations Governing the Provision of Water and Sanitary Services, currently has a policy regarding the discontinuation of residential water service. That policy provides for the installation of flow restrictor devices, but only in a particular case. Staff proposes expanding the District's policy on installing flow restriction devices.

Senate Bill 998, the shutoff protection bill, went into effect in early 2020. The District adopted Ordinance 40-20 at the January 30, 2020 meeting to reflect the new law, which required water suppliers to, among other things, offer alternative payment arrangements to residential customers prior to shutting off their water service for nonpayment. Under that policy, service can still be disconnected if the customer defaulted on the alternative payment arrangement.

Governor Newsom's Executive Order N-42-20 prevents water suppliers from disconnecting water service to residential customers for nonpayment. The order was intended to protect the health and safety of California residents facing pandemic-related financial hardship. As is our standing practice, District staff are successfully working with customers who are facing hardship and making a good faith effort to pay and/or use water responsibly. There are some customers, however, who are not paying their bills, not entering into payment arrangements, and not reducing their water use. Staff proposes changes to Ordinance 40 that would allow for the installation of a flow restriction device. Such restriction would maintain customer access to potable water for human consumption, cooking, and sanitary purposes, while limiting excessive nonrevenue use.

Changes to Ordinance 40 are redlined in the attached and pertain to Sections 6.6 and 6.9.

Text of Ad: **01/20/2021**

**NOTICE OF PUBLIC
HEARING**

NOTICE IS HEREBY
GIVEN that a Public
Hearing with the Camrosa
Water District Board of
Directors will be held:

**--Thursday, February 11,
2021 at 5:00pm--**

TO BE HELD REMOTELY

To participate in the public
hearing online, log on to
<https://us02web.zoom.us/j/9235309144> on your computer,
tablet, or smartphone. You
must download and install
the ZOOM app before
joining this public hearing.

To listen in via phone, call
(669) 900-6833; when
prompted, enter the
meeting ID: **923 530 9144**.

**CAMROSA WATER
DISTRICT**

The purpose of this public
hearing is to accept public
testimony regarding
proposed changes to
Ordinance 40, Rules and
Regulations Governing the
Provisions of Water and
Sanitary Services.

Tony Stafford, General
Manager

Published Jan 24, Feb 7,
2021 AD#4565886



Ordinance 40-2~~10~~

Rules and Regulations

Governing the Provision of

Water and Sanitary Services

Adopted:

February 11, 2021

ORDINANCE 40-21

**An Ordinance of the Camrosa Water District
Repealing Ordinance 40-20
And Establishing Rules and Regulations
Governing the Provision of
Water and Sanitary Services**

The Board of Directors of the Camrosa Water District do ordain as follows on pages 3 through 31, attached:

By Motion of Director _____, Second by Director _____,
this ordinance is

ADOPTED, SIGNED, AND APPROVED this February, 2021.

Eugene F. West, President
Board of Directors
CAMROSA WATER DISTRICT

ATTEST:

Tony L. Stafford, Secretary
Board of Directors
CAMROSA WATER DISTRICT

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Camrosa Water District Rules and Regulations Governing Water and Sanitary Services

1. PURPOSE

The purpose of this ordinance is to establish the terms and conditions of Camrosa's Water and Sanitary Services. These terms and conditions are intended to both assure the individual Customer of fair and equitable service and protect the community Camrosa serves from the undue exposure to liability. Water, Sewer, and Non-Potable Water service shall be available only in accordance with the Rules and Regulations contained herein, and in conformance with applicable federal, state and local statutes, ordinances, regulations, and contracts.

2. GENERAL

Water and sanitary service by Camrosa Water District is subject to the availability of facilities, adequate capacity of facilities, and compliance with the terms and conditions herein set forth, or as may be augmented and set forth in any agreement or permit issued by the District.

3. DEFINITIONS

"Acre Foot" shall mean 43,560 cubic feet, which is equal to 435.6 Units or 325,851 gallons.

"Camrosa" or "District" shall mean Camrosa Water District.

"Customer" shall mean the applicant of record for water services rendered by District.

"Certified Backflow Device" shall mean equipment with proper and current certification, designed to prevent the reverse flow of Customer's system into District system.

"Cross-Connection" shall mean any unprotected connection between any part of a water system used or intended to supply water for drinking purposes and any source or system containing water or substance that is not or cannot be approved as safe, wholesome, and potable for human consumption.

"Guarantor" is the individual or entity that agrees to be responsible for the charges incurred by a Customer.

"Non-Potable Water" shall encompass Non-Potable Irrigation Water and Recycled Water, and mean groundwater, surface water, or recycled water that is intended for use for irrigation and other accepted uses for which potable water is not required.

"Non-Potable Irrigation Water" shall mean surface water diverted from the Conejo Creek, untreated groundwater pumped for distribution in the Non-Potable Irrigation Water Distribution System, and any other water source that does not meet Potable Water quality requirements, is not certifiable as Recycled Water, and is distributed in the Non-Potable Irrigation Water Distribution System.

"Non-Potable Irrigation Water Distribution System" shall mean the transmission and distribution piping and appurtenances that transport Non-Potable Irrigation Water.

"Potable Water" shall mean water that is intended for all general uses including human consumption, and, therefore, water that meets all primary drinking water standards set forth by the California Department of Drinking Water.

"Potable Water Distribution System" shall mean the transmission and distribution piping and appurtenances that transport potable water from the various potable water sources to the Customer.

"Pressure Zone" shall mean a hydraulic pressure subdivision within the Potable Water Distribution System and the Non-Potable Irrigation Water Distribution System that is

hydraulically isolated from other pressure zones, demonstrates unique hydraulic pressure characteristics, and has unique energy requirements for delivery.

“Property” shall mean a parcel of land assigned a separate Assessor’s Parcel Number by the County of Ventura.

“Recycled Water” shall mean treated wastewater that meets State of California Title 22 standards at the discharge point of the Camrosa Water Reclamation Plant. Title 22 standards are established by the State of California and are not guaranteed beyond the plant’s point of discharge.

“Recycled Water Distribution System” shall mean the transmission and distribution piping and appurtenances, which transport effluent water from the Camrosa Water Reclamation Facility.

“Surplus Water” shall mean for the purposes of this Ordinance, water in excess of the current water demands within the boundaries of the District as determined by Camrosa Water District.

“Unit of Water” shall mean for the purposes of this Ordinance, one hundred cubic feet of water, which is equal to 748 gallons.

WATER SERVICE

4. ELIGIBILITY FOR WATER SERVICE

Camrosa provides Potable and/or Non-Potable Water Service to “Properties” within the District. To be eligible for Water Service the Customer shall satisfy both the General Requirements of Water Service and the requirements of the Type and Classification of Water Service listed below.

The District shall devote its best efforts to plan for and, on a case-by-case basis if necessary, prioritize provision of water services to proposed low-income housing developments pursuant to Government Code Section 65589.7.

Development projects that include low-income housing units shall not be denied approval of an application for service, nor shall conditions be imposed thereon or services reduced that are applied for, unless the District makes specific written findings that the denial, condition, or reduction is necessary due to the existence of one or more of the following:

1. Insufficient water supply or insufficient water treatment, distribution, or storage capacity;
2. A State Department of Public Health order prohibiting new water connections; and/or
3. The proposed development applicant has failed to agree to reasonable terms and conditions.

The District shall not discriminate in any manner when processing and considering requests for services by proposed developments that include low-income housing units.

4.1. General Requirements of Water Service

Water service is a Property-related service. The Property to be served shall be within the Camrosa Water District boundaries. The Property shall have an established water connection with a Camrosa water meter of adequate size and capacity, as determined by Camrosa, to serve the Property’s water needs without causing undue wear to the Camrosa metering facilities or interfering with Camrosa’s ability to provide reliable service to other Properties. The Customer shall have completed and submitted an application for water service, and paid any deposit that may be required as defined in this Ordinance and/or the “Schedule of Rates, Fees and Charges for Water and Sanitary Services” (located on the District’s web site, www.camrosa.com). The Customer must establish and maintain an active water service account that is current and free of any delinquent fees and charges. All applicable fees and charges must be paid in advance of receiving any of the following classifications of water service, including any classification-specific charges outlined below.

4.2. Types and Classifications of Water Service

Camrosa provides two (2) types of water service: Potable Water Service and Non-Potable Water Service. For each type of water service, Camrosa provides water based upon service classification. Specific terms and requirements for water service are based upon the type and classification of the Customer’s intended water use. Failure to continuously comply with any requirement for water service may result in re-classification of the service and/or termination of service.

4.2.1. Potable Water Service

To be eligible for Potable Water Service, the Customer shall satisfy both the General Requirements of Water Service contained in Section 4.1 and the following requirements of the classification of water use.

4.2.1.1. Municipal Water Service Classifications

The Municipal Water Service classification is intended to meet long-term potable water needs. It is considered uninterrupted service. To obtain this classification of water, Customers must meet the requirements of Camrosa's Will-Serve Policy.

4.2.1.1.1. Residential Water Service (Class I)

Residential Water Service (Class I) is intended for all general uses both indoor and outdoor. To be eligible for Residential Water Service, Class I the Property served must include a dwelling or other structure suitable for occupancy and meet all the General Requirements of Water Service. For purposes of the Policy on Discontinuation of Residential Domestic Water Service for Nonpayment (Section 6.9), Class I is considered "residential domestic" service and is subject to that policy.

4.2.1.1.2. Master Metered Residential Service (Class II)

Master Metered Residential Service (Class II) is intended for all general uses both indoor and outdoor. To be eligible for Master Metered Residential Service, the Property served must include multiple dwelling units, have a common plumbing system, be managed by a formal homeowners association (HOA), and have water service provided through one or more meters serving the common water system. The Property served must meet all the General Requirements of Water Service. The property must secure the approval of the General Manager in the will-serve process to qualify for Master Metered Service. A certified backflow prevention device must be installed to Camrosa specifications, and be re-certified annually, in order to qualify for this classification. For purposes of the Policy on Discontinuation of Residential Domestic Water Service for Nonpayment (Section 6.9), Class II is considered "residential domestic" service and is subject to that policy.

4.2.1.1.3. Commercial and Industrial Water Service (Class III)

Commercial and Industrial Water Service (Class III) is intended for all general uses both indoor and outdoor at privately operated services, manufactories, or other businesses. To be eligible for Commercial and Industrial Water Service the Customer must provide a copy of a current business license and a Guarantor for the account. The primary water use must be a use other than irrigation. The Property must also meet all the General Requirements of Water Service. A certified backflow prevention device must be installed to Camrosa specifications, and be re-certified annually, in order to qualify for this classification.

4.2.1.1.4. Public Water Service (Class IV)

Public Water Service (Class IV) is intended for all general uses both indoor and outdoor for public services, such as public schools, recreation facilities, hospitals, government services, and public safety services. To be eligible for Public Water Service the Property served must be publicly operated, and the primary water use must be a use other than landscape irrigation. The Property must also meet all the General Requirements of Water Service. A certified backflow prevention device must be installed to Camrosa specifications, and be re-certified annually, in order to qualify for this classification.

4.2.1.1.5. Municipal/Residential Irrigation Service (Class V)

Municipal/Residential Irrigation Service (Class V) is intended for all general landscape irrigation needs where the primary use of water is to maintain large turf areas and other landscape for parks, golf courses, common areas, medians, open spaces and similar areas. To be eligible for Municipal/Residential Irrigation Service, the Property served must meet all the General Requirements of Water Service. A certified backflow prevention device must be installed to Camrosa specifications, and be re-certified annually, in order to qualify for this classification.

4.2.1.1.6. Fire Service (Class VI)

Fire Service (Class VI) is intended to provide water for private fire flow needs either within a private complex to which Camrosa does not provide public fire hydrants, or for supplementary indoor fire flows. To be eligible for Fire Service, the Property serviced must maintain a separate and isolated fire service water system, and, rather than a conventional water meter, the service must include a fire flow detector meter that will detect the use of water on the fire flow system. Use of water through the fire flow system for other than fire protection shall disqualify the service from fire service classification and require compliance with a conventionally metered municipal service classification. The Property must also meet the General Requirements of Water Service. A certified backflow prevention device must be installed to Camrosa specifications, and be re-certified annually, in order to qualify for this classification.

4.2.1.2. Agricultural Water Service Classifications

Agricultural Water Service is a class of service intended to serve commercial agriculture. This service, unlike Municipal Water Service, is interruptible. Agricultural Water Service may be interrupted for extended periods due to general water shortages, drought, maintenance requirements, and/or operational requirements. Agricultural Water Service may not be promptly restored following emergencies. Therefore, Agricultural Water Service shall not be eligible for conversion to Municipal Service without satisfying all will-serve requirements as set forth in the District's will-serve policy.

4.2.1.2.1. Agricultural Irrigation Water Service

Agricultural Irrigation Water Service is intended for commercial agricultural properties that raise food crops, floral crops, nursery crops, and/or commercial livestock. It is not the intent of this ordinance to classify home gardens, home orchards, or pets as agricultural operations. To be eligible for Agricultural Irrigation Water Service, the Property must include a minimum of one (1) full, contiguous, irrigated acre dedicated to commercial agriculture, and the Customer must provide a copy of a current business license and a Guarantor for the account. The Property must meet all the General Requirements of Water Service. A certified backflow prevention device must be installed to Camrosa specifications, and be re-certified annually, in order to qualify for this classification.

4.2.1.2.2. Domestic Agricultural Water Service

Domestic Agricultural Water Service is intended for commercial agricultural properties which raise food crops, floral crops, nursery crops, and commercial livestock, where the Property includes a dwelling or dwellings in which the residential water requirements are incidental to the agricultural operation. It is not the intent of this ordinance to classify home gardens,

home orchards, or pets as agricultural operations. To be eligible for Domestic Agricultural Water Service, the Property must include a minimum of one (1) full, contiguous, irrigated acre dedicated to commercial agriculture, and the Customer must provide a copy of a current business license and a Guarantor for the account. The Property must meet all the General Requirements of Water Service. A certified backflow prevention device must be installed to Camrosa specifications, and be re-certified annually, in order to qualify for this classification.

4.2.1.3. Temporary Service

Temporary Water Service is service intended for Customers having short-term water use needs.

4.2.1.3.1. Temporary Construction Water

Temporary Construction Water Service is intended for dust abatement, general construction site use, and other construction related needs. The Property shall meet all the General Requirements of Water Service; a site, approved by Camrosa, shall be specified for installation of a Temporary Meter Service; the temporary meter installed; suitable backflow prevention techniques, approved by Camrosa, must be employed; and the Customer shall have completed and submitted an application for Construction Water Service. Construction Water Service shall be for a term no longer than six (6) consecutive months. On a case-by-case basis, the General Manager may authorize longer terms and determine the requirements of such terms.

4.2.1.3.2. Temporary Municipal Water

Temporary Municipal Water Service is intended for short-term needs for Potable Water Service, such as special events or community sponsored functions, which may require water service for a period not to exceed 30 days. On a case-by-case basis, the General Manager may authorize longer terms, and determine the requirements of such terms.

4.2.1.3.3. Temporary Agricultural Water

Temporary Agricultural Water Service is intended to provide short-term water service to agriculture operations, which do not have service to the Property and require water to supplement the primary water source for a term not to exceed one (1) year. On a case-by-case basis, the General Manager may authorize longer terms and determine the requirements of such terms.

4.2.1.4. Emergency Water Service

Emergency Water Service is intended to provide water for the protection of the health, safety, and/or property for a Customer unable to satisfy the requirements and conditions of Potable Water Service. Emergency service may be provided only after the General Manager has determined that the situation warrants an Emergency Water Service, and all fees and charges have been paid. Camrosa shall determine any additional terms and conditions as established in Camrosa's *Schedule of Rates, Fees and Charges for Water and Sanitary Services*.

4.2.1.5. Surplus Water/Out of Bounds Service

Surplus Water may be served for any useful purpose outside the boundaries of the District by special agreement as authorized by the General Manager, and in accordance with LAFCO guidelines.

4.2.2. Non-Potable Water Service

Camrosa provides Non-Potable Water for a variety of irrigation, industrial, and commercial purposes. Non-Potable Water includes both Non-Potable Irrigation Water and Recycled Water. All Non-Potable Water Service is interruptible due to non-availability of water, system maintenance requirements, or operational requirements.

To be eligible for any of the following classifications of Non-Potable Water Service, the Customer shall satisfy the General Requirements of Water Service contained in Section 4.1, the Property must have access to one of the Non-Potable Water Distribution Systems, and the Property to be served must either have no Potable Water Service, or have a certified backflow prevention device on the Potable Water Service, and a separate non-potable plumbing system with no existing or potential cross-connections. If a backflow prevention device is required, it must be installed per Camrosa specifications and be re-certified annually.

Customers must have a beneficial use for Non-Potable Water approved by Camrosa and meet the requirements of the specific Non-Potable Water classification of water use.

The District has entered into separate agreements for delivery of Non-Potable Water and may again enter into such agreements.

Qualifications and requirements for use of Non-Potable Water by individual residents may require approval by the Department of Drinking Water (DDW) before Camrosa provides service. In addition, DDW and/or Camrosa may require periodic inspections of privately operated non-potable irrigation water systems to assure that no cross-connections exist.

4.2.2.1. Non-Potable Irrigation Water Description and Classification

Non-Potable Irrigation Water is water diverted from the Conejo Creek and/or untreated groundwater introduced into the Non-Potable Irrigation Water Distribution System. The Conejo Creek is composed primarily of wastewater effluent from the Hill Canyon Wastewater Treatment Plant (HCTP), located seven miles upstream of the diversion structure in the City of Thousand Oaks, and supplemented by the North and South Forks of the Conejo Creek, which carry runoff from the city and surrounding watershed. While HCTP effluent is treated to tertiary levels and is certified as Title-22 recycled water, after entering a naturally occurring waterway it is considered non-potable "surface" water and is not regulated in the same manner as Recycled Water and must be distributed in a separate distribution system. The following outlines the classifications of Non-Potable Water Service available from Camrosa Water District.

4.2.2.1.1. Commercial Agricultural (Class I)

Commercial Agricultural (Class I) is intended for general irrigation purposes on lands requiring water to irrigate commercial crops. To receive water under this classification, the lands must be primarily used for production of commercial crops, and the Customer must provide a copy of a current business license and a Guarantor for the account.

4.2.2.1.2. Landscape Irrigation (Class II)

Landscape Irrigation (Class II) is intended for commercial operations, public landscaping such as public parks, medians, playing fields and schools, and common-area landscaping needs of homeowners' associations where large amounts of irrigation water are needed to maintain turf areas or other landscaping. To qualify for this class, the Property must be primarily turf or other high-water-demand landscaping, and the Customer must provide a copy of a current business license and a Guarantor for the account.

4.2.2.1.3. Residential Landscaping (Class III)

Residential Landscaping (Class III) is intended for irrigation of landscape, gardens, orchards, and other appropriate outdoor water uses.

4.2.2.1.4. Temporary Construction Water (Class IV)

Temporary Construction Water (Class IV) is intended for uses related to general construction such as dust abatement, compaction, and roadway cleaning. To be eligible for Class IV Non-Potable Service: (1) a construction site must have access to a Non-Potable Water supply; (2) the Property must be permitted by Camrosa for use of Non-Potable Water; (3) the Customer shall make deposits and pay any special fees and charges as set forth in the Schedule of Rates, Fees and Charges for Water and Sanitary Services; and (4) the Customer shall agree to comply with all State and County Department of Public Health requirements for uses of Non-Potable Water.

4.2.2.1.5. Commercial Agricultural (Class VI)

This class is reserved for Customers that have contractual commitments with Camrosa for long-term Non-Potable Irrigation Water Service. Minimum requirements for Class VI service are: (1a) the parcel served is a minimum of 20 acres; or (1b) the parcel is joined with a larger parcel totaling 20 acres and is considered part of the larger parcel's operation as determined by Camrosa; (2) the lands are primarily used for production of commercial crops; (3) the owner of the land has endorsed, submitted, and secured approval of a Non-Potable Irrigation Service Agreement with Camrosa Water District on or before December 31, 1994; and (4) the Customer must provide a copy of a current business license and a Guarantor for the account.

4.2.2.1.6. Blended Ag (Class VII)

Blended Ag water service is a classification of Non-Potable Water blended with potable water to control for chlorides. It is limited by facility constraints to those parcels receiving delivery from Pump Station #4. The District strives to maintain a chloride concentration of approximately 115 mg/L in the Blended Ag system.

4.2.2.2. Recycled Water Description and Classification

Recycled Water is water produced at the Camrosa Water Reclamation Facility, a Department of Drinking Water (DDW)-certified water reclamation facility and treated to tertiary standards as defined by Title 22 of the California Water Code. Recycled Water is not suitable for human or livestock consumption or recreational impoundment, and may not be suitable for certain crop types, among other limitations. Camrosa is required to meet Title-22 Recycled Water quality standards at the point of discharge from the Camrosa Water

Reclamation Facility but cannot guarantee the quality of Recycled Water at the point of delivery. Use of Recycled Water must comply with California Code of Regulations Title 22, which is summarized in Camrosa's Recycled Water Manual, available in English and Spanish upon request.

Camrosa provides Recycled Water for a variety of irrigation, industrial, and commercial purposes. Currently the District does not deliver Recycled Water to residential parcels; should a residential distribution system be developed, it will fall under Class II, Landscape Irrigation Water, until a new classification is developed.

To be eligible for Recycled Water Service Customers must: (1) have a beneficial use for Recycled Water; (2) meet the requirements of the specific classification of Recycled Water; (3) satisfy the General Requirements of Water Service contained in Section 4.1 above; (4) have available and agree to operate an approved Recycled Water facility in accordance with Camrosa's Recycled Water Manual and Ordinance with 41, Standards for Maintenance and Operation of Recycled Water Facilities; (5) execute (or receive an executed copy from the landowner of) an approved Agreement for Recycled Water Service with Camrosa Water District; and (6) have a compliant Recycled Water Inspection on file with Camrosa. The provisions of Ordinance 41 are fully incorporated by reference into these rules and regulations.

Qualifications and requirements for use of Recycled Water by individual residents may require approval by the DDW before Camrosa provides service. All applications of Recycled Water must be visibly and legibly posted in accordance with Department of Drinking Water regulations for use of Recycled Water in areas open to the general public.

The following outlines the classifications of Recycled Water service available from Camrosa Water District.

4.2.2.2.1. Commercial Agricultural (Class I)

Commercial Agricultural (Class I) is intended for lands requiring large amounts of water for irrigation of commercial crops. To receive water under this classification, the lands must be primarily used for production of commercial crops, and the Customer must provide a copy of a current business license and a Guarantor for the account.

4.2.2.2.2. Landscape Irrigation Water (Class II)

Landscape Irrigation Water (Class II) is intended for non-agricultural commercial, industrial, and/or public Customers, including parks, golf courses, and other sites with large areas of turf and/or landscaping. The Property to be served must be used primarily for recreational, decorative, or other purposes approved by the District. The Customer must provide a copy of a current business license and a Guarantor for the account.

4.2.2.2.3. Commercial Agriculture (Contractual) (Class IV)

Commercial Agriculture (Class IV) is intended for lands requiring large amounts of water for commercial crops and contractual commitments with Camrosa for long-term Recycled Water Service. To be eligible for Class IV Service, the Property to be served must be used primarily for the production of commercial crops, the owner of the land must have endorsed, submitted, and secured approval of a Recycled Water Service Agreement with Camrosa Water District on or before December 31, 1994, and the Customer

must provide a copy of a current business license and a Guarantor for the account.

4.2.2.2.4. Surplus Recycled Water (Served outside District)

Surplus Recycled Water may be served for any of DDW-approved use outside the boundaries of the District by special agreement, as authorized by the General Manager.

5. CONDITIONS OF WATER SERVICE

In addition to the General Requirements of Water Service contained in this ordinance, the Customer agrees, upon receiving service, to the conditions contain in this ordinance. Failure to meet the conditions contained herein may result in termination of service.

5.1. Cross-Connection Control (Backflow)

The Customer shall be responsible for the prevention of cross-connections of the Customer's system with sources of potential contamination. Any Customer that has an alternate source of water to the Property served by Camrosa, regardless of classification, shall maintain the water systems separately, and shall maintain a certified backflow prevention device at the Property's potable water service meter. At the discretion of the District, Camrosa may require the installation of a backflow device on any service provided by the District. Customers required to maintain backflow prevention equipment shall certify the equipment annually, except in those instances where the backflow prevention devices are maintained by Camrosa. In those instances, Camrosa shall test and certify the equipment annually and charges shall apply in accordance with Camrosa's Schedule of Rates, Fees, and Charges.

5.2. Water Pressure and Surges

Camrosa is not responsible for damages resulting from pressure variations or surges. It is the responsibility of the Customer to protect the Property from variations in water system pressure and water system surges. The Customer shall not operate the Property's system in a manner which may cause surges to the Camrosa water system.

5.3. Water Leaks

Camrosa's control and responsibility ends at the curb shutoff or meter, and the District will in no case be liable for damage caused by, or in any way arising out of, the running or escape of water from open faucets, burst pipes, or faulty fixtures on the premises. The Customer shall maintain the Property's water system to avoid leaks and shall repair leaks within 48 hours of discovery or notification or as required by the current Water Shortage Contingency Plan stage.

5.4. Meters, Metering Facilities and Hydrants

The meter and the metering facility are the property of the Camrosa Water District. Any piping or equipment on the Customer's side of the meter is the full responsibility of the Customer. All water that passes through the meter is the responsibility of the Customer.

Any damage to District equipment, such as meters and hydrants, caused either purposely or accidentally, will be the financial responsibility of the Customer and/or the party causing such damage, as well as any water loss resulting from such damage.

5.4.1. Meter Testing

Any Customer may request that their water meter be examined and tested by the District for the purpose of determining its accuracy. Such a request shall be in writing and shall be accompanied by a deposit equal to the charge for testing. Upon receipt of such demand and deposit, the District will have the meter examined. If the meter is found to register one and one half percent (1.5%) more water than actually passes through it, the meter will be

properly adjusted or another meter substituted therefor, the deposit will be returned, and the water bill for the current month will be adjusted proportionately. If the meter should be found to register no more than one and one-half percent (1.5%) more water than actually passes through it, the deposit will be retained by the District to offset the expense of performing the test.

5.4.2. Obstruction of, or Deposit of Material in, on, or around Meter Boxes or Hydrants

No person shall place, dispose or deposit or permit the placement, disposal or deposit of oil, toxic hazardous or contaminated liquid or waste, trash, dirt building materials or other substances, objects or obstructions in on or around meter boxes or hydrants. It shall be the responsibility of the Customer to prevent meter boxes, District hydrants, or other District facilities, from becoming obstructed or obscured by fencing, trees, shrubs, plants, or in any other manner so as to impede their use or access to them, or make their location difficult to determine. If such objects or obstructions are not cleaned or removed, the District may, after providing reasonable notice to the Customer, accomplish the cleaning and removal of any objects, and charge the Customer for the cost of doing so.

5.4.3. Change of Meter Location

Any change to the location of a meter and service must be approved by the District prior to construction. The cost of making such a change, including inspection fees, will be paid for by the Customer.

5.5. Resale of Water

The Customer shall not resell water received through their meter service to a third party except by express written consent of the District. In the case where the Customer has established a Master Metered account for a property, or where a Customer is leasing their property to another and still maintains the water account for the property in the Customer's own name, the Customer shall not resell water to others at a volumetric rate higher than the District charges the Customer.

5.6. Exporting Water

The Customer shall not export water from the Property assigned service by Camrosa to any other Property without the express written permission of Camrosa. This prohibition includes other Properties under the same ownership.

5.7. Water Quality

5.7.1. Potable Water

Potable water provided by Camrosa meets or exceeds all primary drinking water requirements set forth by the California Department of Public Health. Camrosa water does contain minerals that contribute to "hardness," which may result in the accumulation of mineral deposits. Camrosa is not liable for discoloration, spotting, or any other damages resulting from the mineral content of the water.

5.7.2. Non-Potable Water

Non-Potable Water—both Non-Potable Irrigation Water and Recycled Water—is not suitable for human or livestock consumption and may not be suitable for certain crop types. Camrosa is not responsible for any damages to crops or plants, or any other liability, resulting from the use of Non-Potable Water delivered by Camrosa.

Non-Potable Irrigation Water may contain surface water diverted from Conejo Creek and groundwater, both of which are unfiltered and untreated. Non-Potable Irrigation

Water is not suitable for human or livestock consumption and may not be suitable for certain crop types.

Camrosa is required to meet Title-22 Recycled Water quality standards at the point of discharge from the Camrosa Water Reclamation Facility but cannot guarantee the quality of Recycled Water at the point of delivery. Use of Recycled Water must comply with California Code of Regulations Title 22 governing the use of recycled water, which is summarized in Camrosa's Recycled Water Manual, available in English and Spanish upon request.

5.8. Interruptions in Service for System Maintenance

Camrosa may interrupt service from time to time for routine maintenance, repairs, and meter testing. Camrosa is not responsible for any damages to the Customer or Property, or other losses as a result of such interruptions.

5.9. Automatic Fire Sprinkler Service Connections

When an Automatic Fire Sprinkler Service Connection is installed, the control valve for the sprinkler system will be left closed and sealed until a written request to turn on the water is received from the Customer. After the water is turned on, the District shall not be liable for damages of any kind that may occur due to the installation, maintenance or use of such service connection, or because of fluctuation of pressure or interruption of water supply. Water shall not be used through an Automatic Fire Sprinkler Service Connection for any purpose other than the extinguishing of fires, or a purpose related thereto.

5.10. Access to District-Owned Facilities

Camrosa shall have access to all District-owned meters, pipelines, and appurtenant facilities at all times. No person shall willingly obstruct or prevent access to District-owned facilities.

5.11. Right of Inspection of and Access to Customers Premises

By accepting service from Camrosa, the Customer agrees that authorized representatives of the District may enter upon the Customer's premises for the purpose of:

1. Facilitating the enforcement of this Ordinance.
2. Performing duties associated with meter reading, repair, or replacement.
3. Determining the existence, operation, maintenance, and/or use in, on, or about buildings, grounds, or premises of:
 - a. Any plumbing or water piping that may cause, create or permit backflow, back-siphonage or any other condition affecting or likely to affect the purity and/or potability of the water supply furnished by the District;
 - b. Any private source of water supply which may be connected to the water supply system of the District; or,
 - c. Any source of pressure, vacuum, contamination, or pollution affecting or likely to affect the purity and/or potability of the water supply furnished by the District.

5.12. Tampering with Metering Facilities

Tampering with any Camrosa facility in any manner that results in damage to the facility, loss of water by leakage, meter malfunction, and/or theft may result in immediate termination of service and both civil and criminal prosecution.

5.13. Water-Use Prohibitions

No person shall cause or permit water under his/her control to be used in violation of the District's water-use prohibitions. Violating water-use prohibitions may result in additional fees, charges and/or termination of service as authorized by the General Manager.

The following prohibitions are in effect at all times, regardless of whether any declared Water Supply Shortage or Water Emergency (see Section 5.16) is in effect:

1. Runoff/Outdoor Landscapes: No person shall use or permit the use of any water furnished to any property within the District in a manner that causes runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures, from any hose, pipe, valve, faucet, sprinkler or irrigation device into any gutter or to otherwise escape from the property, if such running or escaping can reasonably be prevented.
2. Leaks: No person shall permit leaks of water that he/she has the authority to eliminate. Any detected leak, break, or malfunction shall be corrected within 48 hours after a person discovers or receives notice from the District.
3. Positive Hose-end Shutoff: All garden and utility hoses shall be equipped with a shutoff nozzle.
4. Vehicle Washdown: Vehicles, including but not limited to any automobile, truck, van, bus, motorcycle, boat, or trailer, shall be cleaned only by use of a hand-held bucket or a hand-held hose with a shutoff nozzle.
5. Restaurant Equipment: Restaurants are required to use water-conserving dish-washing spray valves in all food preparation and utensil cleaning areas.
6. Drinking Water Served Only Upon Request: Drinking water must be served only upon request in eating or drinking establishments, including but not limited to restaurants, hotels, cafes, cafeterias, bars, or other public places where food or drink are served and/or purchased.
7. Water Fountains and Decorative Water Features: Operating a water fountain or other decorative water feature that does not use re-circulated water is prohibited.
8. Single-Pass Cooling Systems: Installation of single pass cooling systems in buildings requesting new water service is prohibited.
9. Hardscape Washdown: The application of potable water to driveways and sidewalks is prohibited.
10. Rain Events: The application of potable water to outdoor landscapes during or within 48 hours after measurable rainfall is prohibited.
11. Medians: The irrigation with potable water of ornamental turf on public street medians is prohibited.
12. New Construction: Landscapes outside of newly constructed homes and buildings must be consistent with regulations or other requirements established by the California Building Standards Commission and the Department of Housing and Community Development.
13. Hotel Operators: Operators of hotels and motels shall provide guests with the option of choosing not to have towels and linens laundered daily. The hotel or motel shall prominently display notice of this option in each guestroom using clear and easily understood language.

5.14. Mandatory use of Non-Potable Water Where Available

Where Non-Potable Water is available to a property served by Camrosa, the property shall utilize such water in lieu of Potable Water, wherever practicable. Non-Potable Water must be used for construction purposes, when available.

5.15. Water Shortage Contingency Plan Stages

State law requires that urban water suppliers maintain Water Shortage Contingency Plans to prepare for and respond to water shortages. Camrosa's Water Shortage Contingency Plan is described in full in its Urban Water Management Plan; this section describes the stages of action to be undertaken in response to water supply shortages, and the process by which the Board of Directors may implement those stages.

Two (2) contingencies can trigger the Water Shortage Contingency Plan: a "Water Supply Shortage" and a "Water Emergency."

A Water Supply Shortage is a condition in which Camrosa Water District determines that drought, state or regional mandate, or other circumstance compromises, or threatens to compromise, the District's supplies in such a way that a reduction in Customer demand and/or supply production is necessary.

A Water Emergency is a condition resulting from a catastrophic event or events that causes, or threatens to cause, an impairment, reduction, or severance of the District's water supplies or access thereto, in a manner that results in, or may result in, the District's inability to meet ordinary water demands for Potable Water Service.

In the event of either contingency, the General Manager shall report to the Board of Directors on the cause, extent, severity, and estimated duration of the supply shortage or emergency. The Board may activate one (1) of the following stages by declaring, by resolution, a Water Supply Shortage or Water Emergency, modifying it as necessary to accommodate specific requirements or eventualities not anticipated by this policy. The District shall notify its Customers of this declaration via its Web site, newspaper, radio, television, direct mail, or any other means determined by the District to be prudent.

5.16. Stage One Water Supply Shortage or Water Emergency

The goal of a Stage One Water Supply Shortage or Water Emergency is to reduce potable water production by up to 15 percent to preserve water supplies for the District and/or the region, until the shortage or emergency has ended. In addition to the prohibited uses of water outlined in Section 5.14, the following water conservation requirements apply during a declared Stage One Water Supply Shortage or Water Emergency;

1. Limits on Watering Hours: Watering or irrigating of lawn, landscape or other vegetated area with potable water shall be prohibited between the hours of 9:00 A.M. and 5:00 P.M. on any day.
2. Other Prohibited Uses: The District may implement other water-use requirements as determined appropriate to meet water supply shortages or water emergency conditions.

5.17. Stage Two Water Supply Shortage or Water Emergency

The goal of a Stage Two Water Supply Shortage or Water Emergency is to reduce potable water demands by 15 to 30 percent, while preventing the loss of property and protecting the health and safety of the community and region. In addition to the prohibitions listed in the Stage One Water Supply Shortage or Water Emergency, the following water conservation requirements to prudently preserve water supplies shall be observed:

1. Leaks: No person may permit leaks of water that he/she has the authority to eliminate. Any detected leak, break, or malfunction shall be corrected within 24 hours after a person discovers or receives notice from the District.
2. Limits on Watering Days: Water or irrigating of landscape or other vegetated area with potable water shall be limited to three (3) days per week on a schedule established and posted by the District.
3. Limits on Filling Residential Swimming Pools & Spas: Use of water to fill or refill swimming pools and spas may be limited to maintain the level of water only when necessary. Draining of pools and spas or refilling shall be done only for health or safety reasons.
4. Other Prohibited Uses: The District may implement other water use requirements as determined appropriate to meet water supply shortages or water emergency conditions.

5.18. Stage Three Water Supply Shortage or Water Emergency

The goal of a Stage Three Water Supply Shortage or Water Emergency is to reduce potable water demands by 30 percent or more, while protecting the health and safety of the community and the region. In addition to the actions and requirements of a stage two emergency, the following water conservation requirements to prudently preserve water supplies must be observed:

1. Irrigation Restrictions: Watering or irrigation of lawn, landscape or other vegetated area with potable water may be prohibited by the Board of Directors.
2. New Potable Water Service: No new Potable Water Service, new temporary meters, or permanent meters will be provided, and no statements of immediate ability to serve or provide Potable Water Service will be issued without mitigation measures approved by the General Manager that will offset the new demand.
3. Other Prohibited Uses: The District may implement other water use requirements as determined appropriate to meet water supply shortages or water emergency conditions.

5.19. Declaration of Emergency State

The Board of Directors may move from stage to stage as necessary to best manage the water supply shortages or water emergencies. Once a water supply shortage or water emergency condition has subsided and water supplies have returned to normal, the Board of Directors shall by resolution declare an end to the emergency and restore service to pre-emergency conditions.

5.20. Violations of Prohibitions

Violation of any water-use prohibition during a Stage Three emergency may result in fines. Repeated violations may result in water capacity restrictions to the property or termination of service.

1. **First Violation**: The District will issue a written notice to the Customer indicating a violation of one or more of the water-use prohibitions or restrictions.
2. **Second Violation**: If the first violation is not corrected within the time frame specified by the District, or if a second violation occurs within the following twelve (12) months after the first violation notice, a second notice of violation will be issued and a fine of one hundred dollars (\$100.00) shall be levied for the second violation.

3. **Third Violation:** A third violation within the following twelve (12) months after the date of issuance of the second notice of violation will result in a third violation and a fine of two hundred fifty dollars (\$250.00).
4. **Fourth and Subsequent Violations:** A fourth violation within the following twelve (12) months after the date of issuance of the third notice of violation will result in a fourth violation and a fine of five hundred dollars (\$500.00). Each day that a violation occurs beyond the remedy allowance provided for in the fourth notice of violation results in a new violation and a fine of five hundred dollars (\$500.00) per day.

In addition to the fines outlined above, water service may be turned off or installation of a flow restrictor on the service line or lines may be required. Such an order shall be written and subject to appeal pursuant to Section 5.19, Appeals and Exceptions. Any appeal shall be heard as quickly as possible to allow a flow restrictor to be removed promptly should the Board of Directors grant the appeal.

- a. **Cost of Flow Restrictor and Disconnecting Service:** The Customer determined to be in violation of this Ordinance is responsible for payment of the District's costs for installing and/or removing any flow restrictors.
- b. **Payment of Fines:** The Customer determined to be in violation of this Ordinance is responsible for the full payment of any and all fines. Each fine shall be applied to the Customer's monthly water bill. Payment of the fine will be the responsibility of the individual named on the water account. Non-payment of fines will be subject to the same remedies as non-payment of basic water service, in accordance with this Ordinance.

5.21. Appeals and Exceptions

Any Customer may appeal a fine imposed under this Ordinance to the Board of Directors by filing a written appeal with the District within 30 days of the notice of violation.

5.22. Reasonable Attorney Fees Paid by Customer

In the event an action is commenced in a court of law by the District to collect any obligations incurred by the use of water or sewer service, the Customer shall be required to pay reasonable attorney's fees if said action by the District is successful.

FEES AND CHARGES

6. WATER SERVICES RATES, FEES, AND CHARGES

Camrosa shall establish, by Resolution of the Board, after holding a public hearing in accordance with Government Code 53756, a Schedule of Rates, Fees and Charges for Water and Sanitary Service. The schedule for services may cover a period not to exceed five (5) years. The Schedule of Rates, Fees and Charges for Water and Sanitary Services may provide for automatic adjustments that pass through to the Customer the adopted increases or decreases in the wholesale charge for water established by another public agency. Notice of any automatic adjustments pursuant to the schedule shall be given not less than 30 days before the effective date of the adjustment.

The Customer must pay all assigned rates, fees, and charges for the type and class of service provided in the manner and within the times set forth in this Ordinance and the Schedule of Rates, Fees and Charges for Water and Sanitary Services. Failure to make timely payment may result in the installation of a flow restriction device, discontinuation of water service, or termination of service, upon notice, as may be required by law.

Reestablishment of service to the Property may be withheld until the General Requirements of Water Service are met.

6.1. Application for Service

An application provided by the District must be completed and signed by the Customer. The applicant must provide the following information:

1. Government issued photo identification;
2. Date of birth;
3. Social Security Number or Tax ID Number (for Commercial customers); and
4. Verification that applicant is the Property owner.
5. Applicants for commercial/industrial/institutional accounts must provide a current business license and a Guaranty signed by a Guarantor who is acceptable to the District.

Such application shall contain the following provisions:

1. Applicant shall agree to accept the services applied for subject to the rules and regulations of the District and to pay therefore at regular rates. Should the applicant subsequently cancel one or more items of service, such cancellation shall not change or affect the terms of his application in respect to the remaining item or items of service.
2. Applicant shall also agree to give at least 24 hours' notice to the District before service is to be discontinued. The provisions of the application, obligating the applicant to accept and pay for service shall remain in force until said notice is given and all bills shall be paid in full to date of receipt of said notice by the District.
3. Applicant shall further agree to assume all liability for any damage occurring on the premises served, by reason of open faucets, faulty fixtures, or broken pipes on such premises at or after the time when service is turned on, whether or not at that time there is any responsible interested person on the premises.

In cases where the applicant is not the Property Owner, the District may require that the application be completed by the proposed Customer and signed by the proposed Customer and the Property Owner as a co-applicant. If the Property is occupied by a tenant or other Customer who is not the Property Owner, and the agreement between the Customer and the Property Owner provides for the Customer to pay for water service, both the Customer and the Property Owner may be required to sign the application as co-applicants. In the event that the Customer becomes delinquent on payment, the Customer and the Property Owner are jointly and severally liable for the service charges incurred on the Property.

6.2. Use of Water without Regular Application for Service

Any person, firm, or corporation taking possession of premises where the water supply has been shut off and the curb cock or valve sealed, must make proper application to the District to have the water supply turned on. In the event the Customer turns on the water supply or suffers or causes it to be turned on without first having made such application, the Customer will be held liable for all damages resulting therefrom, including, but not limited to all charges for the water service rendered, the amount thereof to be determined, at the election of the District, either by the meter reading or on the basis of the estimated consumption for the length of time service was received by the Customer without proper

application. When the District finds that water is being used without proper application, service will be terminated immediately and prosecution may occur.

6.3. Deposit from Applicant

A prepaid Deposit shall be required in an amount equal to two (2) times the estimated average monthly bill. After twelve (12) months of maintaining a current account, the average monthly bill of the current account will be calculated. One month's average bill will be retained as deposit; the remainder will be applied to the Customer's account. The remaining deposit will be applied to the final bill when service is terminated. Any unused deposit will be returned to the Customer within 30 business days.

Any Customer who has established a pattern of delinquency which results in shutoff may be required to reestablish service by paying a deposit equal to two (2) times the average bill during the past twelve (12) months.

Any Customer who, during a twelve month period, has two (2) or more returned checks shall be required to pay all billings for a period of one (1) year with cash, cashier's check, money order, automatic bank withdrawals (EZ Pay), or credit card. A deposit amount equal to two (2) times the average bill may also be collected and the cash-only requirement may be continued indefinitely for Customers with an established pattern of multiple returned checks.

Any Deposit refunds and/or Credit forward balances for water service normally due to a former Customer shall not be credited to the account of the new Customer at the same service address. Said credit balances shall be refunded to the former Customer when a forwarding address is available. When there is not a forwarding address available, said credit balances shall be deposited in the District's Trust Fund and shall be thereafter refunded to the former Customer upon written request to the District. If no such request is submitted within one (1) year, the Deposit refund/Credit forward balance shall be credited to the District's General Fund.

6.4. Time and Manner of Payment

All bills and charges for Water and Sewer Service are due and payable upon presentation. Such bills and charges shall be deemed to be presented upon having been deposited in the United States Mail, postage paid, and addressed to the Customer owner reflected in the records of the District. Payments may be made in person, by mail, by telephone, on-line, or by electronic transfer of funds to the District. Payment must be received before close of business of the delinquent specified on the bill. Postmark date will not be considered as receipt date.

6.5. Delinquent Fees and Charges

Monthly bills are considered delinquent when payment is not received in full for the billed amount by close of business of the delinquent date specified on the bill. The delinquent balance shall be assessed a ten percent (10%) late charge the next business day. Interest shall accrue on the delinquent balance at the rate of 1.5% per month from the delinquent date until the account is brought current. In addition, charges shall be imposed for noticing the Customer of a pending shutoff due to non-payment, and for disconnection of service as a result of delinquency, as provided in Camrosa's *Schedule of Rates, Fees and Charges for Water and Sanitary Services*. The Customer will also be liable for any attorney's fees incurred by the District in attempting to collect payment of a delinquent account, whether a lawsuit is filed or not. In the event the District files a lawsuit or other legal proceeding to collect a delinquent account, the prevailing party in that proceeding shall be entitled to recover its attorney's fees and costs of suit, in addition to any other remedies recovered.

6.6. Discontinuation of (Non-Residential) Service or Installation of Flow Restrictor for Nonpayment

~~Residential domestic water service~~

~~The District's policy regarding discontinuation or restriction of residential domestic water service for nonpayment can be found in Section 6.9 below.~~

~~All other services~~

For all other water services excluding residential domestic water service, including residential irrigation meters, if the delinquent amount and any accrued late charges, interest, or other charges are not paid in full within fifteen (15) days of delinquency, water service may be discontinued upon notification to the Customer. At least 48 hours prior to termination of service, the District shall attempt to notify the Customer by telephone, mail, email, or delivery of a door hanger at the service location stating that water service shall be shut off. If full payment is not received by 9:00 A.M. on the shut off date, water service will be discontinued and the account will be charged a Disconnection Fee.

The General Manager is authorized to disconnect water service due to non-payment prior to the standard shutoff date if the General Manager concludes, in his sole discretion, that the continued use of water by the delinquent account holder poses a substantial financial risk to the District.

If water service is disconnected due to a delinquency, a deposit equal to two (2) times the average bill during the past twelve-month period will be collected prior to reestablishing service.

The late charges, interest, and other charges herein are based upon a good faith estimate of the operating expenses incurred by the District in administering delinquent accounts, including, but not limited to providing notification of delinquency, in processing and collecting delinquent accounts, and in providing notification and processing the disconnection of water service.

Prior to the disconnection of water service, a Customer may contact the District's billing office and make a written request for an alternate payment plan. If a payment plan is approved by the General Manager or ~~his~~ authorized designee, the General Manager may agree to terms to continue water service and avoid a disconnection fee. If the Customer fails to meet the agreed upon terms of the alternate payment plan, water service shall be disconnected immediately. The General Manager or authorized designee may waive delinquent fees, late charges, and other fees and charges, if such waiver is deemed to be in the best interest of the District.

The decision to install a flow restriction device or to disconnect a water service will be at the General Manager or authorized designee's discretion and dependent upon any relevant local or State mandates concerning such actions, available resources, and other pertinent considerations at the time. In the event a flow restriction device is to be installed, the customer will receive a 48-hour door hanger, subject to the adopted fee schedule, prior to the installation. The flow restrictor will remain in place until the past due balance is paid.

The Policy on Discontinuation of Residential Domestic Water Service or Installation of Flow Restrictor for Nonpayment can be found at Section 6.9 below.

6.7. Liens

The District may, in its sole discretion, continue service on a delinquent account on the condition that the Customer and/or Property Owner sign a lien, to be recorded in the office of the Ventura County Recorder. Such lien shall encumber all real property interests

owned by the Customer and/or Property Owner in the County of Ventura, and shall secure payment of the delinquent amount and any subsequently accruing charges, including interest, attorney's fees, and any other fees or charges incurred by the District in connection with collecting the amounts owed.

6.8. Pressure Zone Surcharges

Water Services may be subject to surcharges if the areas to be served are above the first hydraulic lift. Zone Surcharges are intended to reflect the actual cost of any additional pumping and shall be reviewed annually to assure that they reflect current costs.

6.9. Policy on Discontinuation of Residential Domestic Water Service or Installation of Flow Restrictor for Nonpayment

This Policy on Discontinuation and Flow Restriction of Residential Water Service for Nonpayment ("Policy"), required by state law with the passage of Senate Bill 998 (2018), applies to all District residential domestic water accounts (Classes I and II in Section 4.2.1); it does not apply to accounts for nonresidential water service or for irrigation meters at residential parcels. See Section 6.6 for nonresidential services.

6.9.1. Contact

District Customer Service can be reached at (805) 388-0226. Customers can also visit the District office Monday-Friday 9:00 A.M. to 4:30 P.M., except on District holidays.

6.9.2. Delinquency

As with bills for all water service, residential domestic water bills are due upon receipt and become delinquent when payment is not received in full for the billed amount by close of business of the delinquent date specified on the bill.

Delinquent balances for residential domestic water service are assessed late fees and accrue interest in accordance with Section 6.5.

Interest charges on delinquent bills will only be waived for customers who demonstrate a household income below 200 percent of the federal poverty level, as defined in Section 6.9.56, and will only be waived once every 12 months.

6.9.3. Discontinuation of Water Service for Nonpayment

If a bill is delinquent for at least sixty (60) days, the District may discontinue water service to the service address.

6.9.3.1. Written Notice to Customer

The District will provide a mailed notice, containing the following information, to the customer of record at least seven (7) business days before discontinuation:

- a. The name and address of the customer
- b. The amount of the delinquency
- c. The date by which payment or payment arrangements must be made to avoid discontinuation of service
- d. A description of the procedure to petition for bill review and appeal
- e. A description of the procedure by which the customer may request an alternative payment arrangement as described in Section 6.9.3.6.

6.9.3.2. Written Notice to Occupants or Tenants

If the District furnishes water through a master meter, provides individually metered service to a single-family dwelling, multi-unit residential structure, mobile home park, or farm labor camp, and the property owner or manager is the customer of record, or if the customer of record's mailing address is not the same as the service address, the District shall send a notice to the occupants living at the service address at least ten (10) business days before discontinuation of water service. The notice shall be addressed to "Occupant," contain the information in Section 6.9.3.1 above, and inform the residential occupants that they have the right to become customers of the District without being required to pay the amount due on the delinquent account. Terms and conditions for occupants to become customers are provided in Section 6.9.67.

6.9.3.3. Notice by Telephone

The District shall make a reasonable, good faith effort to contact the customer of record or an adult person living at the service address in person or by telephone at least seven (7) business days before discontinuation of service. The District shall offer to provide a copy of this Policy and to discuss options to avert discontinuation of water service for nonpayment, including the possibility of an alternative payment arrangement.

6.9.3.4. Posting of Notice at Service Address (door hanger)

If the District is unable to make contact with the customer or an adult person living at the service address by telephone and the mailed notice is returned as undeliverable, the District shall make a good faith effort to leave a notice of imminent discontinuation of residential service and a copy of this Policy or instructions on how to obtain one in a conspicuous place at the service address. The notice and copy of this Policy or instructions on how to obtain one shall be left at the residence at least forty-eight (48) hours before discontinuation of service. The notice shall include the information in Section 6.9.3.1.

6.9.3.5. Circumstances Under Which Service Will Not Be Discontinued

Per state law, exemptions from discontinuation of residential domestic water service due to nonpayment will be granted under the following circumstances:

a. During local, state, or national emergency, as defined and declared by the appropriate level of government, that provides for a moratorium on water shutoffs.

~~a.b.~~ During an investigation by the District of a customer dispute or complaint

~~b.c.~~ During an appeal

~~e.d.~~ During the period of time in which a customer's payment is subject to a District-approved alternative payment arrangement and the customer remains in compliance with the approved payment arrangement

~~d.e.~~ Provided a customer meets all of the following special medical and financial conditions:

- i. The customer, or a tenant of the customer, submits to Camrosa the certification of a primary care provider, as that term is defined in subparagraph (A) of paragraph (1) of subdivision (b) of Section 14088 of the State Welfare and Institutions Code, that discontinuation of residential service will be life threatening to, or pose a serious threat to the health and safety of, a resident of the premises where residential service is provided.

- ii. The customer demonstrates that he or she is financially unable to pay for residential service within Camrosa's normal billing cycle. The customer shall be deemed financially unable to pay for residential service within Camrosa's normal billing cycle if any member of the customer's household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or the customer declares under penalty of perjury that the household's annual income is less than 200 percent of the federal poverty level.
- iii. The customer is willing to enter into an alternative payment arrangement.

If the special medical and financial conditions described above are met, the District shall offer the customer an alternate payment arrangement.

6.9.3.6. Alternative Payment Arrangements

The General Manager or authorized designee may agree to terms with a customer that is unable to pay to continue water service, restart service, and/or avoid a disconnection fee. If the Customer fails to meet the agreed-upon terms of the alternate payment plan, water service will be disconnected. The General Manager or authorized designee may waive delinquent fees, late charges, and other fees and charges, if such waiver is deemed to be in the best interest of the District. During alternative payment arrangements, water service may be limited, by the installation of a flow restriction device, to supplies adequate for human consumption, cooking, and sanitary purposes.

6.9.3.6.1. Requests

If a customer is unable to pay a bill during the normal payment period, the customer may request an alternative payment arrangement. It is the customer's responsibility to demonstrate that special medical and financial conditions, as described 6.9.3.5.a.i, exist. Requests must be submitted at least 48 hours prior to the disconnection date. The District will review requests within seven (7) business days; water service will not be discontinued during this time.

6.9.3.6.2. Alternative Payment Schedule

If approved by the District, a customer may pay the unpaid balance pursuant to an alternative payment schedule as determined by the District's General Manager or authorized designee that will not exceed twelve (12) months. During the period of the alternative payment schedule, the customer must remain current on all water service charges accruing during any subsequent billing periods. The alternative payment schedule and amounts due shall be set forth in writing and provided to the customer for their required signature indicating agreement and adherence to the schedule.

6.9.3.6.3. Failure to Comply

The customer must comply with the agreed upon payment schedule and remain current as charges accrue in each subsequent billing period. The customer may not request another payment schedule for any subsequent unpaid charges while paying delinquent charges pursuant to a previously agreed upon schedule. If the customer fails to comply with the terms of the agreed upon schedule for sixty (60) days or more, or fails to pay their current service charges for sixty (60) days or more, the District may discontinue water service to the customer's property.

6.9.3.6.4. Final Notice

The District will post a final notice of intent to disconnect service in a prominent and conspicuous location at the service address at least five (5) business days before discontinuation of service. The final notice will not entitle the customer to any investigation or review by the District.

6.9.3.6.5. Reductions/Waivers/Deferrals

Reductions, waivers, or deferrals of water service charges are not available.

6.9.3.6.6. Limits

Customers may only enter into one alternative payment arrangement at a time.

6.9.3.6.7. State of Emergency Exception

During a local, state, or national emergency, as defined and declared by the appropriate level of government, that provides for a moratorium on water shutoffs, failure to comply may result in water service being limited, by use of a flow restrictor or other measure, to supplies adequate for human consumption, cooking, and sanitary purposes.

6.9.3.7. Restoration of Service

Customers whose water service has been discontinued may contact the District by telephone or in person regarding restoration of service. Restoration shall be subject to payment of: (a) any past-due amounts, including applicable interest or penalties; (b) any reconnection fees, subject to the limitations in Section 6.9.56, if applicable; (c) and a security deposit, if required by the District. Payment must be made in cash, money order, debit card, or credit card. Check payments will not be accepted.

6.9.4. Installation of Flow Restrictors

At the discretion of the General Manager, flow restrictors may be used in circumstances that warrant continuation of water service at a limited flow rate. Flow restrictors limit the flow of water through a meter, maintaining customer access to water sufficient for health and sanitary uses while limiting the nonrevenue water loss due to customers who are not paying their bill.

This section applies to all customer types and services.

6.9.4.1. Notice

Customers will be noticed by door hanger at the service address 48 hours prior to the installation of the flow restrictor.

6.9.4.2. Removal

The flow restrictor will be removed and full service restored once the account has been brought current, an alternative payment arrangement has been agreed upon, or as determined by the General Manager or designee.

6.9.4.6.9.5. Procedures to Contest or Appeal a Bill**6.9.4.1.6.9.5.1. Initiation**

A customer may initiate a complaint or request an investigation regarding the amount of a bill within ten (10) days of receiving a disputed bill. For purposes of this Policy, a bill shall be deemed received by a customer five (5) days after mailing.

6.9.4.2-6.9.5.2. Review by District

A timely complaint or request for investigation shall be reviewed by a manager of the District, who shall provide a written determination to the customer. The review will include consideration of whether the customer may receive an alternative payment arrangement. The District may at its discretion review untimely complaints or requests for investigation.

6.9.4.3-6.9.5.3. Appeal

Any customer whose timely complaint or request for an investigation resulted in an adverse determination by the District may appeal the determination. A written notice of appeal must be received by the District within ten (10) business days of the District's mailing of its determination. Following receipt of a request for an appeal or review, a hearing date shall be promptly set before the General Manager or authorized designee. After evaluation of the evidence provided by the customer and the information on file with the District concerning the water charges in question, the General Manager or authorized designee shall render a decision as to the accuracy of the water charges set forth on the bill and shall provide the appealing customer with a brief written summary of the decision.

6.9.5-6.9.6. Reconnection Fee Limits and Waiver of Interest for Low-Income Customers

The District will deem a residential customer to have a household income below 200 percent of the federal poverty line if: (a) any member of the household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or (b) the customer declares under penalty of perjury that the household's annual income is less than 200 percent of the federal poverty level. The District reserves the right to request documentation verifying the member of the household receives benefits at the property.

For residential customers who demonstrate to the District a household income below 200 percent of the federal poverty line, the District shall charge the standard rate for reconnection with the following limits:

- a. Limit any reconnection fees during normal operating hours to fifty dollars (\$50), and during non-operational hours to one hundred fifty dollars (\$150). The limits will only apply if the District's reconnection fees actually exceed these amounts. These limits are subject to an annual adjustment for changes in the Bureau of Labor Statistics' Consumer Price Index for All Urban Consumers (CPI-U) beginning January 1, 2021.

For residential customers who demonstrate to the District a household income below 200 percent of the federal poverty line request an interest waiver, the District shall waive interest charges on delinquent bills once every 12 months.

6.9.6-6.9.7. Procedures for Occupants or Tenants to Become Customers**6.9.6.1-6.9.7.1. Applicability**

This section applies only when the property owner, landlord, manager, or operator of a residential service address is listed as the customer of record and has been issued a notice of intent to discontinue water service due to nonpayment.

6.9.6.2-6.9.7.2. Agreement to District Terms and Conditions of Service

The District shall make service available to the occupants if each occupant agrees to the terms and conditions of service and meets the requirements of the District's rules and regulations, including deposit requirements. However, if at least one of the occupants is willing to assume responsibility for all subsequent charges, or if there is a physical means of discontinuing service to those occupants who do not meet the District's rules and requirements, then the District shall make service available to the occupants who do meet them.

6.9.6.3.6.9.7.3. Verification of Tenancy

To be eligible to become a customer without paying the amount due on the delinquent account, the occupant shall verify that the delinquent account customer of record is or was the landlord, manager, or agent of the dwelling. Verification may include, but is not limited to, a lease or rental agreement, rent receipts, a government document indicating that the occupant is renting the property, or information disclosed pursuant to Section 1962 of the Civil Code, at the discretion of the District.

6.9.7.6.9.8. Other Remedies

In addition to discontinuation of water service, the District may pursue any other remedies available in law or equity for nonpayment of water service charges, including, but not limited to: securing delinquent amounts by filing liens on real property, filing a claim or legal action, or referring the unpaid amount to collections. In the event a legal action is decided in favor of the District, the District shall be entitled to the payment of all costs and expenses, including attorneys' fees and accumulated interest.

6.9.8.6.9.9. Discontinuation of Water Service for Other Customer Violations

The District reserves the right to discontinue water service for any violations per District ordinances, rules, or regulations other than nonpayment.

SEWER SERVICE

7. SEWER SERVICE GENERAL

The District protects the health, welfare and safety of the local residents by constructing, operating and maintaining a system of local sewers and laterals, trunk sewers and interceptors, and liquid waste treatment and disposal facilities to serve the homes, industries and commercial establishments throughout the District and surrounding environs as required by State and Federal law.

The District shall devote its best efforts to plan for and, on a case by case basis if necessary, prioritize provision of sewer services to proposed lower income housing developments pursuant to Government Code Section 65589.7.

Development projects that include lower income housing units shall not be denied approval of an application for service, nor shall conditions be imposed thereon or services reduced which are applied for, unless the District makes specific written findings that the denial, condition or reduction is necessary due to the existence of one or more of the following:

1. Insufficient sewer treatment or sewer collection capacity;
2. A Regional Water Quality Control Board order prohibiting new sewer connections; and/or
3. The proposed development applicant has failed to agree to reasonable terms and conditions.

The District shall not discriminate in any manner when processing and considering requests for services by proposed developments that include lower income housing units.

7.1. Sewer Service Area

Camrosa Water District has facilities capable of providing Sanitary Service to approximately 50 percent of its Customers. The boundaries of the existing sewer service area are the US-Highway 101 north to Worth Way, between Calleguas Creek on the west and Tuscan Grove on the east. Camrosa also sewers California State University Channel Islands and other adjacent Properties.

7.2. Demarcation of Sewer Service Responsibilities

7.2.1. Demarcation of District Facilities

For the purpose of defining the location at which District facilities end and private facilities begin, the cleanout on sewer lateral connections to private property, located behind the curb, gutter, or sidewalk, shall serve as the point of demarcation.

7.2.2. Customer Responsibility

The point of demarcation of District facilities shall not serve as the point where obstructions causing a backup of wastewater within the lateral cease to be the responsibility of the Customer. It is the responsibility of the Customer to maintain clear and free flow in the lateral from their property all the way to the District sewer main. This includes clearing obstructions caused by something flushed or dropped into the lateral or caused by root intrusion from nearby landscaping. Simply causing the obstruction to pass the demarcation point does not then place the responsibility for correction of the problem onto the District. Root intrusion caused by City or County placed trees or shrubs is, likewise, the Customer's responsibility to correct and then, if so inclined, to file a claim with the appropriate agency.

7.2.3. Liability for Property Damage

The District shall not be liable for damage to private property caused by blockage in a sewer lateral. The District may assume liability only in instances when a backup in the District sewer main causes damage to private property.

7.3. Water Reclamation Policy

The District is committed to a policy of wastewater reclamation and reuse in order to provide an alternate source of water supply and to reduce overall costs of wastewater treatment and disposal. In order to meet California Water Code Title 22 recycled water standards at the CWRF, commercial and industrial sewer Customers are required to meet Camrosa's Ordinance 22 discharge regulations.

7.4. Eligibility for Sewer Service

Connection to the District's sewer facilities is authorized once the prospective Customer has completed the application process, all fees have been paid, the connection meets District construction standards, and the type and volume of discharge is not detrimental to either the collection system or the treatment process. The use of the sewerage system is subject to regulation by the District.

7.5. Regulation of Sewer Service

Camrosa's Ordinance 22, Industrial Waste and Sanitary Service Ordinance Regulating and Controlling Sewage Liquid Waste and Industrial Waste Discharges controls and regulates the discharge of sewage, liquid waste, and industrial waste directly or indirectly into the sewerage system and disposal works of the Camrosa Water District. The provisions of Ordinance 22 are fully incorporated by reference into these rules and regulations, and shall apply to the discharge of all wastes, directly or indirectly, to a public sewer of the District. Ordinance 22 establishes the quality and quantity of discharged wastes; the degree of waste pretreatment required; the issuance of industrial wastewater discharge permits; the establishment of fees and charges; and the establishment of fees, charges, and penalties for violation. Provisions are made within the Ordinance to regulate commercial and industrial waste discharges, comply with State and Federal government requirements and policies, and meet increasingly higher standards of treatment plant effluent quality and environmental consideration. Methods of cost recovery are also established where the industrial waste discharge would impose unreasonable collection, treatment or disposal costs on the District.

CONSTRUCTION SPECIFICATIONS**8. INCLUSION OF SPECIFICATIONS BY REFERENCE**

The design and construction of water and sewer lines and other appurtenances within the District's service area shall comply with Camrosa's published specifications.

IMPLEMENTATION**9. IMPLEMENTATION AND PRIOR RULES AND REGULATIONS**

This Ordinance supersedes all prior Ordinances and Resolutions relating to rules and regulations for water and sanitary services.

AUTHORITY FOR IMPLEMENTATION**10. DISCRETIONARY AUTHORITY PROVIDED TO THE GENERAL MANAGER**

The General Manager is herein provided discretionary authority to interpret this ordinance and implement its provisions. This authority includes the determination of eligibility for service, the availability of facilities and capacity, and compliance with this ordinance; the application of fees; the resolution of billing disputes, and the negotiation of agreements. The Camrosa Board of Directors may address unresolved disputes. The decision of the Board of Directors regarding such disputes is final.

Board Memorandum

February 11, 2021

To: General Manager

From: Sandra Llamas, Sr. Accountant

Subject: Fiscal Year 2020-21 Budget Status Report

Objective: Receive a report from staff regarding the status of the Fiscal Year (FY) 2020-21 budget.

Action Required: No action necessary; for information only.

Discussion: Staff has prepared a “budget to actual” financial status report, comparing FY2020-21 budgeted amounts to year-end results, for the Board’s information and review.

Water Program: The Potable Water Program’s water deliveries through the month of December were 4,270 acre feet (AF), where budgeted deliveries were 4,251 AF. Total Operating Revenues are 100% of budget. Total Expenses are 94% of budget. Net Operating Results before capital fees and grant receivable is \$172,487; \$460,000 will be contributed to the Potable Water Capital Replacement Fund.

The Non-Potable Water Program’s water deliveries within the District through the month of December were 3,407 AF, where budgeted deliveries were 4,483 AF. Non-Potable deliveries outside the District (Pleasant Valley County Water District) were 3,409 AF, compared to the budgeted amount of 1,035 AF. Total Operating Revenues are 104% of budget. Total Expenses are 71% of budget. Net Operating Results before mitigation and capital fees is \$35,262; \$1,939,558 will be contributed to the Non-Potable Water Capital Replacement Fund.

Wastewater Program: The Wastewater Program’s Total Operating Revenues are 100% of budget and Total Expenses are 104% of budget. Net Operating Results before capital fees is \$27,052; \$254,766 will be contributed to the Wastewater Capital Replacement Fund.

| Water Program | 2nd QTR FY20-21 Budget | 2nd QTR FY20-21 Actuals | 2nd QTR FY20-21 Encumb | 2nd QTR FY20-21 Actuals & Encumb | Variance | Actual % FY Budget |
|--|------------------------------|-------------------------------|------------------------------|---|-----------------------|--------------------------|
| Revenues | | | | | | |
| Water Sales: | | | | | | |
| Potable | \$ 6,968,152 | \$ 6,950,040 | \$ - | \$ 6,950,040 | \$ (18,112) | 100% |
| Recycle/Non-Potable | 3,178,543 | 2,651,053 | - | 2,651,053 | (527,490) | 83% |
| Water Sales to Pleasant Valley | 230,759 | 893,582 | - | 893,582 | 662,823 | 387% |
| Meter Service Charge | 1,118,350 | 1,168,548 | - | 1,168,548 | 50,198 | 104% |
| Special Services | 27,850 | 11,254 | - | 11,254 | (16,596) | 40% |
| Pump Zone/Miscellaneous | 31,092 | 33,590 | - | 33,590 | 2,498 | 108% |
| Total Operating Revenues | \$ 11,554,746 | \$ 11,708,067 | \$ - | \$ 11,708,067 | \$ 153,321 | 101% |
| Operating Expenses | | | | | | |
| Import Water Purchases-Calleguas | \$ 5,204,112 | \$ 5,484,577 | \$ - | \$ 5,484,577 | \$ (280,465) | 105% |
| Calleguas Fixed Charge | 385,758 | 385,758 | - | 385,758 | - | 100% |
| Conejo Creek Project | 279,678 | 279,678 | - | 279,678 | - | 100% |
| CamSan | 15,000 | - | - | - | 15,000 | 0% |
| Salinity Management Pipeline-Calleguas | 120,712 | 88,256 | - | 88,256 | 32,456 | 73% |
| Production Power | 902,308 | 548,156 | - | 548,156 | 354,152 | 61% |
| Total Production | \$ 6,907,568 | \$ 6,786,425 | \$ - | \$ 6,786,425 | \$ 121,143 | 98% |
| Regular Salaries | \$ 893,283 | \$ 858,903 | \$ - | \$ 858,903 | \$ 34,380 | 96% |
| Overtime/Standby | 33,843 | 23,643 | - | 23,643 | 10,200 | 70% |
| Part Time | 36,505 | 3,949 | - | 3,949 | 32,556 | 11% |
| Benefits | 339,766 | 319,893 | - | 319,893 | 19,873 | 94% |
| Total Salaries & Benefits | \$ 1,303,397 | \$ 1,206,388 | \$ - | \$ 1,206,388 | \$ 97,009 | 93% |
| Outside Contracts | \$ 744,032 | \$ 275,169 | \$ 85,259 | \$ 360,428 | \$ 383,604 | 48% |
| Professional Services | 152,482 | 56,092 | 45,935 | 102,027 | 50,455 | 67% |
| Total Outside Cont/Profess Services | \$ 896,514 | \$ 331,261 | \$ 131,194 | \$ 462,455 | \$ 434,059 | 52% |
| Utilities | \$ 34,263 | \$ 37,456 | \$ - | \$ 37,456 | \$ (3,193) | 109% |
| Communications | 17,933 | 17,111 | - | 17,111 | 822 | 95% |
| Pipeline Repairs | 227,500 | 157,637 | 2,905 | 160,542 | 66,958 | 71% |
| Small Tools & Equipment | 14,202 | 9,941 | - | 9,941 | 4,261 | 70% |
| Materials & Supplies | 277,221 | 160,270 | 2,300 | 162,570 | 114,651 | 59% |
| Repair Parts & Equipment Maintenance | 425,225 | 112,491 | 41,549 | 154,040 | 271,185 | 36% |
| Legal Services | 14,625 | 8,408 | - | 8,408 | 6,217 | 57% |
| Dues & Subscriptions | 15,682 | 21,881 | - | 21,881 | (6,199) | 140% |
| Conference & Travel | 5,363 | (781) | - | (781) | 6,144 | -15% |
| Safety & Training | 9,100 | 5,917 | - | 5,917 | 3,183 | 65% |
| Board Expense | 40,625 | 32,702 | - | 32,702 | 7,923 | 80% |
| Bad Debt | 2,763 | - | - | - | 2,763 | 0% |
| Fees & Charges | 64,042 | 28,344 | - | 28,344 | 35,698 | 44% |
| Insurance | 34,775 | 26,769 | - | 26,769 | 8,006 | 77% |
| Total Supplies & Services | \$ 1,183,319 | \$ 618,146 | \$ 46,754 | \$ 664,900 | \$ 518,419 | 56% |
| Total Expenses | \$ 10,290,798 | \$ 8,942,220 | \$ 177,948 | \$ 9,120,168 | \$ 1,170,630 | 89% |
| Net Operating Revenues | \$ 1,263,948 | \$ 2,765,847 | \$ (177,948) | \$ 2,587,899 | \$ 1,323,951 | 205% |
| Less: Non-Operating Expenses | | | | | | |
| Debt Service 2011A/2016 | \$ 429,041 | \$ 421,541 | \$ - | \$ 421,541 | \$ 7,500 | 98% |
| Rate Stabilization Contribution | - | - | - | - | - | - |
| Capital Replacement Contribution | 729,892 | 2,399,558 | - | 2,399,558 | (1,669,666) | 329% |
| Total Non-Operating Expenses | \$ 1,158,933 | \$ 2,821,099 | \$ - | \$ 2,821,099 | \$ (1,662,166) | 243% |
| Add: Non-Operating Revenues | | | | | | |
| Interest Revenues | \$ 53,682 | \$ 68,741 | \$ - | \$ 68,741 | \$ 15,059 | 128% |
| Taxes | 282,015 | 372,208 | - | 372,208 | 90,193 | 132% |
| Total Non-Operating Revenues | \$ 335,697 | \$ 440,949 | \$ - | \$ 440,949 | \$ 105,252 | 131% |
| Net Operating Results | \$ 440,712 | \$ 385,697 | \$ (177,948) | \$ 207,749 | \$ (232,963) | 47% |
| Capital Fees | - | 42,825 | - | 42,825 | 42,825 | |
| Mitigation & In-Lieu Fees | - | 1,324,678 | - | 1,324,678 | 1,324,678 | |
| Grants | - | - | - | - | - | |
| \$ - | \$ 1,367,503 | \$ - | \$ 1,367,503 | \$ 1,367,503 | - | |
| Net Operating Results After Capital Fees & Grants | | | | | | |
| \$ 440,712 | \$ 1,753,200 | \$ (177,948) | \$ 1,575,252 | \$ 1,134,540 | | |
| Debt Ratio | 3.73 | 10.85 | | 10.43 | | |

| Potable Water Program | 2nd QTR FY20-21 Budget | 2nd QTR FY20-21 Actuals | 2nd QTR FY20-21 Encumb | 2nd QTR FY20-21 Actuals & Encumb | Variance | Actual % FY Budget |
|--|------------------------------|-------------------------------|------------------------------|---|---------------------|--------------------------|
| Revenues | | | | | | |
| Water Sales: | | | | | | |
| Potable | \$ 6,968,152 | \$ 6,950,040 | \$ - | \$ 6,950,040 | \$ (18,112) | 100% |
| Meter Service Charge | 1,078,900 | 1,105,136 | - | 1,105,136 | 26,236 | 102% |
| Special Services | 19,475 | 7,787 | - | 7,787 | (11,688) | 40% |
| Pump Zone/Miscellaneous | 17,912 | 19,409 | - | 19,409 | 1,497 | 108% |
| Total Operating Revenues | \$ 8,084,439 | \$ 8,082,372 | \$ - | \$ 8,082,372 | \$ (2,067) | 100% |
| Operating Expenses | | | | | | |
| Import Water Purchases-Calleguas | \$ 4,749,061 | \$ 5,094,707 | \$ - | \$ 5,094,707 | \$ (345,646) | 107% |
| Calleguas Fixed Charge | 385,758 | 385,758 | - | 385,758 | - | 100% |
| Salinity Management Pipeline-Calleguas | 120,712 | 88,256 | - | 88,256 | 32,456 | 73% |
| Production Power | 276,660 | 194,877 | - | 194,877 | 81,783 | 70% |
| Total Production | \$ 5,532,191 | \$ 5,763,598 | \$ - | \$ 5,763,598 | \$ (231,407) | 104% |
| Regular Salaries | \$ 580,634 | \$ 558,287 | \$ - | \$ 558,287 | \$ 22,347 | 96% |
| Overtime/Standby | 21,998 | 15,368 | - | 15,368 | 6,630 | 70% |
| Part Time | 23,728 | 2,567 | - | 2,567 | 21,161 | 11% |
| Benefits | 220,848 | 207,930 | - | 207,930 | 12,918 | 94% |
| Total Salaries & Benefits | \$ 847,208 | \$ 784,152 | \$ - | \$ 784,152 | \$ 63,056 | 93% |
| Outside Contracts | \$ 443,783 | \$ 183,253 | \$ 22,327 | \$ 205,580 | \$ 238,203 | 46% |
| Professional Services | 77,791 | 29,168 | 34,926 | 64,094 | 13,697 | 82% |
| Total Outside Cont/Profess Services | \$ 521,574 | \$ 212,421 | \$ 57,253 | \$ 269,674 | \$ 251,900 | 52% |
| Utilities | \$ 29,817 | \$ 34,472 | \$ - | \$ 34,472 | \$ (4,655) | 116% |
| Communications | 9,325 | 8,898 | - | 8,898 | 427 | 95% |
| Pipeline Repairs | 190,000 | 157,637 | 2,905 | 160,542 | 29,458 | 84% |
| Small Tools & Equipment | 11,015 | 9,913 | - | 9,913 | 1,102 | 90% |
| Materials & Supplies | 233,795 | 139,746 | 2,300 | 142,046 | 91,749 | 61% |
| Repair Parts & Equipment Maintenance | 261,917 | 50,555 | 30,684 | 81,239 | 180,678 | 31% |
| Legal Services | 7,605 | 4,372 | - | 4,372 | 3,233 | 57% |
| Dues & Subscriptions | 8,155 | 11,378 | - | 11,378 | (3,223) | 140% |
| Conference & Travel | 2,789 | (406) | - | (406) | 3,195 | -15% |
| Safety & Training | 4,732 | 3,077 | - | 3,077 | 1,655 | 65% |
| Board Expense | 21,125 | 17,005 | - | 17,005 | 4,120 | 80% |
| Bad Debt | 1,437 | - | - | - | 1,437 | 0% |
| Fees & Charges | 50,464 | 13,968 | - | 13,968 | 36,496 | 28% |
| Insurance | 18,083 | 13,920 | - | 13,920 | 4,163 | 77% |
| Total Supplies & Services | \$ 850,259 | \$ 464,535 | \$ 35,889 | \$ 500,424 | \$ 349,835 | 59% |
| Total Expenses | \$ 7,751,232 | \$ 7,224,706 | \$ 93,142 | \$ 7,317,848 | \$ 433,384 | 94% |
| Net Operating Revenues | \$ 333,207 | \$ 857,666 | \$ (93,142) | \$ 764,524 | \$ 431,317 | 229% |
| Less: Non-Operating Expenses | | | | | | |
| Debt Service 2011A/2016 | \$ 413,658 | \$ 406,533 | \$ - | \$ 406,533 | \$ 7,125 | 98% |
| Rate Stabilization Contribution | - | - | - | - | - | - |
| Capital Replacement Contribution | - | 460,000 | - | 460,000 | (460,000) | - |
| Total Non-Operating Expenses | \$ 413,658 | \$ 866,533 | \$ - | \$ 866,533 | \$ (452,875) | 209% |
| Add: Non-Operating Revenues | | | | | | |
| Interest Revenues | 46,243 | 51,171 | - | 51,171 | 4,928 | 111% |
| Taxes | 169,209 | 223,325 | - | 223,325 | 54,116 | 132% |
| Total Non-Operating Revenues | \$ 215,452 | \$ 274,496 | \$ - | \$ 274,496 | \$ 59,044 | 127% |
| Net Operating Results | \$ 135,001 | \$ 265,629 | \$ (93,142) | \$ 172,487 | \$ 37,486 | 197% |
| Capital Fees | \$ - | \$ 42,825 | \$ - | \$ 42,825 | \$ 42,825 | - |
| Mitigation & In-Lieu Fees | - | 1,324,678 | - | 1,324,678 | 1,324,678 | - |
| Grants | - | - | - | - | - | - |
| Net Operating Results After Capital Fees & Grants | \$ 135,001 | \$ 1,633,132 | \$ (93,142) | \$ 1,539,990 | \$ 1,404,989 | |

| Non-Potable Water Program | 2nd QTR FY20-21 Budget | 2nd QTR FY20-21 Actuals | 2nd QTR FY20-21 Encumb | 2nd QTR FY20-21 Actuals & Encumb | Variance | Actual % FY Budget |
|--|------------------------------|-------------------------------|------------------------------|---|----------------------|--------------------------|
| Revenues | | | | | | |
| Water Sales: | | | | | | |
| Recycle/Non-Potable | \$3,178,543 | \$2,651,053 | \$ - | \$ 2,651,053 | \$ (527,490) | 83% |
| Water Sales to Pleasant Valley | 230,759 | 893,582 | - | 893,582 | 662,823 | 387% |
| Meter Service Charge | 39,450 | 63,412 | - | 63,412 | 23,962 | 161% |
| Special Services | 8,375 | 3,467 | - | 3,467 | (4,908) | 41% |
| Pump Zone/Miscellaneous | 13,180 | 14,181 | - | 14,181 | 1,001 | 108% |
| Total Operating Revenues | \$3,470,307 | \$3,625,695 | \$ - | \$ 3,625,695 | \$ 155,388 | 104% |
| Operating Expenses | | | | | | |
| Import Water Purchases-Calleguas | \$ 455,051 | \$ 389,870 | \$ - | \$ 389,870 | \$ 65,181 | 86% |
| Conejo Creek Project | 279,678 | 279,678 | - | 279,678 | - | 100% |
| CamSan | 15,000 | - | - | - | 15,000 | 0% |
| Production Power | 625,648 | 353,279 | - | 353,279 | 272,369 | 56% |
| Total Production | \$1,375,377 | \$1,022,827 | \$ - | \$ 1,022,827 | \$ 352,550 | 74% |
| Regular Salaries | \$ 312,649 | \$ 300,616 | \$ - | \$ 300,616 | \$ 12,033 | 96% |
| Overtime/Standby | 11,845 | 8,275 | - | 8,275 | 3,570 | 70% |
| Part Time | 12,777 | 1,382 | - | 1,382 | 11,395 | 11% |
| Benefits | 118,918 | 111,963 | - | 111,963 | 6,955 | 94% |
| Total Salaries & Benefits | \$ 456,189 | \$ 422,236 | \$ - | \$ 422,236 | \$ 33,953 | 93% |
| Outside Contracts | \$ 300,249 | \$ 91,916 | \$ 62,932 | \$ 154,848 | \$ 145,401 | 52% |
| Professional Services | 74,691 | 26,924 | 11,009 | 37,933 | 36,758 | 51% |
| Total Outside Cont/Profess Services | \$ 374,940 | \$ 118,840 | \$ 73,941 | \$ 192,781 | \$ 182,159 | 51% |
| Utilities | \$ 4,446 | \$ 2,984 | \$ - | \$ 2,984 | \$ 1,462 | 67% |
| Communications | 8,608 | 8,213 | - | 8,213 | 395 | 95% |
| Pipeline Repairs | 37,500 | - | - | - | 37,500 | 0% |
| Small Tools & Equipment | 3,187 | 28 | - | 28 | 3,159 | 1% |
| Materials & Supplies | 43,426 | 20,524 | - | 20,524 | 22,902 | 47% |
| Repair Parts & Equipment Maintenance | 163,308 | 61,936 | 10,865 | 72,801 | 90,507 | 45% |
| Legal Services | 7,020 | 4,036 | - | 4,036 | 2,984 | 57% |
| Dues & Subscriptions | 7,527 | 10,503 | - | 10,503 | (2,976) | 140% |
| Conference & Travel | 2,574 | (375) | - | (375) | 2,949 | -15% |
| Safety & Training | 4,368 | 2,840 | - | 2,840 | 1,528 | 65% |
| Board Expense | 19,500 | 15,697 | - | 15,697 | 3,803 | 80% |
| Bad Debt | 1,326 | - | - | - | 1,326 | 0% |
| Fees & Charges | 13,578 | 14,376 | - | 14,376 | (798) | 106% |
| Insurance | 16,692 | 12,849 | - | 12,849 | 3,843 | 77% |
| Total Supplies & Services | \$ 333,060 | \$ 153,611 | \$ 10,865 | \$ 164,476 | \$ 168,584 | 49% |
| Total Expenses | \$2,539,566 | \$1,717,514 | \$ 84,806 | \$ 1,802,320 | \$ 737,246 | 71% |
| Net Operating Revenues | \$ 930,741 | \$1,908,181 | \$ (84,806) | \$ 1,823,375 | \$ 892,634 | 196% |
| Less: Non-Operating Expenses | | | | | | |
| Debt Service 2011A/2016 | \$ 15,383 | \$ 15,008 | \$ - | \$ 15,008 | \$ 375 | 98% |
| Rate Stabilization Contribution | - | - | - | - | - | - |
| Capital Replacement Contribution | 729,892 | 1,939,558 | - | 1,939,558 | (1,209,666) | 266% |
| Total Non-Operating Expenses | \$ 745,275 | \$1,954,566 | \$ - | \$ 1,954,566 | \$(1,209,291) | 262% |
| Add: Non-Operating Revenues | | | | | | |
| Interest Revenues | \$ 7,439 | \$ 17,570 | \$ - | \$ 17,570 | \$ 10,131 | 236% |
| Taxes | 112,806 | 148,883 | - | 148,883 | 36,077 | 132% |
| Total Non-Operating Revenues | \$ 120,245 | \$ 166,453 | \$ - | \$ 166,453 | \$ 46,208 | 138% |
| Net Operating Results | \$ 305,711 | \$ 120,068 | \$ (84,806) | \$ 35,262 | \$ (270,449) | 12% |
| Capital Fees | - | - | - | - | - | - |
| Mitigation & In-Lieu Fees | - | - | - | - | - | - |
| Grants | - | - | - | - | - | - |
| Net Operating Results After Capital Fees & Grants | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |

| Wastewater Program | 2nd QTR FY20-21 Budget | 2nd QTR FY20-21 Actuals | 2nd QTR FY20-21 Encumb | 2nd QTR FY20-21 Actuals & Encumb | Variance | Actual % FY Budget |
|--|------------------------------|-------------------------------|------------------------------|---|---------------------|--------------------------|
| Revenues | | | | | | |
| Sewer Service Charge | \$ 1,918,600 | \$ 1,922,841 | \$ - | \$ 1,922,841 | \$ 4,241 | 100% |
| Special Services | 14,222 | 2,583 | - | 2,583 | (11,639) | 18% |
| Pump Zone/Miscellaneous | - | 387 | - | 387 | 387 | - |
| Total Operating Revenues | \$ 1,932,822 | \$ 1,925,811 | \$ - | \$ 1,925,811 | \$ (7,011) | 100% |
| Operating Expenses | | | | | | |
| Salinity Management Pipeline-Calleguas | \$ 10,750 | \$ 5,642 | \$ - | \$ 5,642 | \$ 5,108 | 52% |
| Total Production | \$ 10,750 | \$ 5,642 | \$ - | \$ 5,642 | \$ 5,108 | 52% |
| Regular Salaries | \$ 480,998 | \$ 462,486 | \$ - | \$ 462,486 | \$ 18,512 | 96% |
| Overtime/Standby | 18,223 | 12,731 | - | 12,731 | 5,492 | 70% |
| Part Time | 19,656 | 2,126 | - | 2,126 | 17,530 | 11% |
| Benefits | 182,951 | 172,250 | - | 172,250 | 10,701 | 94% |
| Total Salaries & Benefits | \$ 701,828 | \$ 649,593 | \$ - | \$ 649,593 | \$ 52,235 | 93% |
| Outside Contracts | \$ 459,717 | \$ 346,680 | \$ 267,049 | \$ 613,729 | \$ (154,012) | 134% |
| Professional Services | 64,405 | 50,975 | 12,350 | 63,325 | 1,080 | 98% |
| Total Outside Cont/Profess Services | \$ 524,122 | \$ 397,655 | \$ 279,399 | \$ 677,054 | \$ (152,932) | 129% |
| Utilities | \$ 12,488 | \$ 6,615 | \$ - | \$ 6,615 | \$ 5,873 | 53% |
| Communications | 9,656 | 9,214 | - | 9,214 | 442 | 95% |
| Pipeline Repairs | 5,000 | - | - | - | 5,000 | 0% |
| Small Tools & Equipment | 1,724 | 539 | - | 539 | 1,185 | 31% |
| Materials & Supplies | 62,905 | 57,598 | - | 57,598 | 5,307 | 92% |
| Repair Parts & Equipment Maintenance | 64,775 | 33,733 | 5,891 | 39,624 | 25,151 | 61% |
| Legal Services | 7,875 | 4,528 | - | 4,528 | 3,347 | 57% |
| Dues & Subscriptions | 9,944 | 11,782 | - | 11,782 | (1,838) | 118% |
| Conference & Travel | 2,888 | (420) | - | (420) | 3,308 | -15% |
| Safety & Training | 4,900 | 3,186 | - | 3,186 | 1,714 | 65% |
| Board Expense | 21,875 | 17,609 | - | 17,609 | 4,266 | 80% |
| Bad Debt | 1,488 | - | - | - | 1,488 | 0% |
| Fees & Charges | 33,495 | 54,630 | - | 54,630 | (21,135) | 163% |
| Insurance | 18,725 | 14,414 | - | 14,414 | 4,311 | 77% |
| Total Supplies & Services | \$ 257,738 | \$ 213,428 | \$ 5,891 | \$ 219,319 | \$ 38,419 | 85% |
| Total Expenses | \$ 1,494,438 | \$ 1,266,318 | \$ 285,290 | \$ 1,551,608 | \$ (57,170) | 104% |
| Net Operating Revenues | \$ 438,384 | \$ 659,493 | \$ (285,290) | \$ 374,203 | \$ (64,181) | 85% |
| Less: Non-Operating Expenses | | | | | | |
| Debt Service 2011A/2016 | \$ 96,975 | \$ 95,725 | \$ - | \$ 95,725 | \$ 1,250 | 99% |
| Rate Stabilization Contribution | 17,500 | 17,500 | - | 17,500 | - | - |
| Capital Replacement Contribution | 338,990 | 254,766 | - | 254,766 | 84,224 | - |
| Total Non-Operating Expenses | \$ 453,465 | \$ 367,991 | \$ - | \$ 367,991 | \$ 85,474 | 81% |
| Add: Non-Operating Revenues | | | | | | |
| Interest Revenues | \$ 15,271 | \$ 20,840 | \$ - | \$ 20,840 | \$ 5,569 | 136% |
| Total Non-Operating Revenues | \$ 15,271 | \$ 20,840 | \$ - | \$ 20,840 | \$ 5,569 | 136% |
| Net Operating Results | \$ 190 | \$ 312,342 | \$ (285,290) | \$ 27,052 | \$ 26,862 | 14238% |
| Capital Fees | - | - | - | - | - | - |
| Net Operating Results After Capital Fees & Grants | \$ 190 | \$ 312,342 | \$ (285,290) | \$ 27,052 | \$ 26,862 | |
| Debt Ratio | 4.68 | 7.11 | | 4.13 | | |

| | Year-End June 30, 2020 | Sept 30, 2020 | Dec 31, 2020 |
|--|---------------------------|---------------------|---------------------|
| Unrestricted Reserves | | | |
| Potable Operating and Emergency Reserves (OER) | \$435,002 | \$396,967 | \$607,489 |
| Non-Potable Potable Operating and Emergency Reserves (OER) | \$462,412 | \$497,674 | \$497,674 |
| Wastewater Operating and Emergency Reserves (OER) | \$341,439 | \$326,991 | \$368,491 |
| Rate Stabilization Fund-Water-Potable | \$270,625 | \$270,625 | \$270,625 |
| Rate Stabilization Fund-Non-Potable | \$170,625 | \$170,625 | \$170,625 |
| Rate Stabilization Fund-Wastewater | \$183,750 | \$183,750 | \$201,250 |
| Potable Water Capital Replacement Fund (PWCRF) | \$7,564,881 | \$7,146,743 | \$7,606,743 |
| Non-Potable Water Capital Replacement Fund (NPWCRF) | \$2,583,988 | \$3,062,019 | \$4,136,631 |
| Wastewater Capital Replacement Fund (WWCRF) | \$3,050,171 | \$134,466 | \$389,928 |
| Potable Water Capital Improvement Fund (PWCIF) | \$2,812,928 | \$2,783,334 | \$4,173,567 |
| Non-Potable Water In-lieu Fees (Wildwood Preserve) | \$318,538 | \$318,538 | \$318,538 |
| Wastewater Capital Improvement Fund (WWCIF) | \$836,620 | \$406,620 | \$406,620 |
| Water Project Fund | \$3,802,829 | \$0 | \$0 |
| Total | \$22,833,808 | \$15,698,352 | \$19,148,181 |
| Restricted Assets | | | |
| CSUCI Recycleline Repayment | \$30,307 | \$22,730 | \$0 |
| Grant Receivable PV Well | \$83,822 | \$83,822 | \$83,822 |
| Grant Receivable CamSan Recycle Line | \$166,385 | \$56,399 | \$56,399 |
| Total Receivables | \$280,514 | \$162,951 | \$140,221 |
| Debt Reserves 2016 | \$879,529 | \$879,529 | \$879,529 |
| CIP | \$879,529 | \$879,529 | \$879,529 |
| Potable Water Capital Replacements | \$1,263,842 | \$1,622,160 | \$1,604,297 |
| Non-Potable Water Capital Replacements | \$504,157 | \$631,395 | \$585,195 |
| Wastewater Capital Replacements | \$265,003 | \$3,094,269 | \$3,087,535 |
| Potable Water Capital Improvements | \$1,223,101 | \$1,097,613 | \$747,099 |
| Wastewater Capital Improvements | \$1,191,757 | \$1,295,798 | \$1,713,756 |
| New Demand Mitigation Fee (Shea Homes) | \$1,681,372 | \$1,429,594 | \$1,383,541 |
| Total CIP | \$6,129,232 | \$9,170,829 | \$9,121,423 |
| Bonds | | | |
| Water Improvements | \$662,651 | \$4,099,065 | \$3,973,109 |
| Wastewater Improvements | \$671,110 | \$664,976 | \$225,055 |
| Total Bond CIP | \$1,333,761 | \$4,764,041 | \$4,198,164 |
| Total | \$8,623,036 | \$14,977,350 | \$14,339,337 |
| Grand Total minus Receivables | \$31,176,330 | \$30,512,751 | \$33,347,297 |

| Capital Project Listing2nd Quarter Results | | | | | | |
|--|--|-------------------|------------------|-------------------|------------------|--|
| CIP No. | Description | Budget | Expenses | Balance | Encumbrances | Budget Remaining Expense/Enc to Budget % |
| General Replacements | | | | | | |
| 400-20-02 | Reservoir 1B Comm Facility | 315,000 | 35,668 | 279,332 | 90,795 | 188,537 40% |
| General Replacements | | 315,000 | 35,668 | 279,332 | 90,795 | 188,537 40% |
| Potable Water Projects | | | | | | |
| 600-15-01 | Pump Station 2 to 3 | 1,280,000.00 | 1,195,073.01 | 84,927 | 18,629.29 | 66,297.70 95% |
| 650-15-01 | PV Well #1 | 4,467,000 | 2,147,554 | 2,319,446 | 7,311 | 2,312,135 48% |
| 650-17-05 | Chloramination Project | 193,500 | 187,657 | 5,843 | - | 5,843 97% |
| 650-19-05 | Reservoir 3D Slope Stabilization and Drainage Impr | 640,000 | 606,370 | 33,630 | - | 33,630 95% |
| 650-19-06 | Distribution Valve Replacement | 200,000 | 129,897 | 70,103 | 20,600 | 49,503 75% |
| 650-20-02 | Conejo Wellfield Treatment | 4,275,000 | 239,233 | 4,035,767 | 476,288 | 3,559,479 17% |
| 650-20-03 | Meter Station Control Cabinets | 280,000 | 128,076 | 151,924 | - | 151,924 46% |
| 650-20-06 | Potable Water Model | 110,000 | 86,237 | 23,763 | 17,281 | 6,481 94% |
| 650-21-01 | Meter Station 5 and 7 Rehabilitation | 290,000 | 40,663 | 249,337 | 87,390 | 161,947 44% |
| 800-20-02 | Pump Station #2 Generator Fuel Tank | 333,000 | 53,217 | 279,783 | 5,804 | 273,979 18% |
| 800-20-03 | Reservoir 4C Hydro-pneumatic Pump | 160,000 | 269 | 159,731 | - | 159,731 0% |
| 800-20-04 | Reservoir 4C Replacement | 160,000 | - | 160,000 | - | 160,000 0% |
| Total Potable Water Projects | | 12,388,500 | 4,814,246 | 7,574,254 | 633,303 | 6,940,950 44% |
| Non-Potable Water Projects | | | | | | |
| 750-20-01 | Pump Station #4 Auxiliary Pump | 65,000 | 355 | 64,645 | - | 64,645 1% |
| 750-20-03 | Santa Rosa #10 Well Rehabilitation | 230,000 | 1,032 | 228,968 | - | 228,968 0% |
| 750-20-06 | N-P Storage Ponds-Monitoring Well Design | 20,000 | 15,161 | 4,839 | - | 4,839 76% |
| 750-20-08 | DeviceNet to EhterNet/IP Conversion | 240,000 | 208,942 | 31,058 | 20,747 | 10,311 96% |
| 750-21-01 | Pond Rip Rap | 240,000 | 237,199 | 2,801 | 2,801 | - 100% |
| 750-21-02 | Monitoring Well No. 3 Non-Potable Storage Ponds | 30,000 | 10,617 | 19,383 | - | 19,383 35% |
| 750-21-03 | Pond Improvements-Engineering Design | 110,000 | - | 110,000 | - | 110,000 0% |
| Total Non-Potable Water Projects | | 935,000 | 473,306 | 461,694 | 23,548 | 438,146 53% |
| Wastewater Projects | | | | | | |
| 900-18-01 | CWRF Upgrades | 1,057,500 | 587,734 | 469,766 | 371,317 | 98,449 91% |
| 900-18-02 | De-Watering Press | 1,858,000 | 65,256 | 1,792,744 | 107,098 | 1,685,646 9% |
| 900-18-03 | Effluent Pond Relining | 1,501,500 | 111,627 | 1,389,873 | 1,219 | 1,388,654 8% |
| 900-20-01 | CWRF Emergency Generator Fuel Tank | 288,000 | 35,047 | 252,953 | 3,870 | 249,083 14% |
| 900-20-02 | Sewer Lift #1 MCC | 250,000 | 149,134 | 100,866 | 24,850 | 76,016 70% |
| 900-20-03 | Sewer Line Lynwood Woodcreek | 258,000 | 44,887 | 213,113 | 140,392 | 72,721 72% |
| 500-21-01 | Effluent Line Replacement-Engineering | 295,000 | - | 295,000 | - | 295,000 0% |
| 550-21-01 | Sewer Lift Read Road MCC | 360,000 | 19,110 | 340,890 | 160,000 | 180,890 50% |
| 550-21-02 | Smartcovers Sewer Monitoring System | 70,000 | 63,355 | 6,645 | - | 6,645 91% |
| Total Wastewater Projects | | 5,938,000 | 1,076,150 | 4,861,850 | 808,746 | 4,053,105 32% |
| Total CIPs | | 19,576,500 | 6,399,369 | 13,177,131 | 1,556,392 | 11,620,739 41% |
| Fixed Assets | | 148,810 | 6,354 | 142,456 | - | 142,456 4% |
| Total CIPs and Fixed Assets | | 19,725,310 | 6,405,724 | 13,319,586 | 1,556,392 | 11,763,194 40% |

Board Memorandum

February 11, 2021

To: General Manager

From: Terry Curson, District Engineer

Subject: Cross-connection Control Program Contract

Objective: Enter into a contract with the County of Ventura to manage the District's Cross Connection Control Program.

Action Required: Authorize the General Manager to execute the attached contract with the County of Ventura for the implementation and management of a cross-connection control program.

Discussion: On August 3, 1971, the Camrosa Water District entered into a contract with the County of Ventura to manage its cross-connection (backflow device) program. This relationship lasted until 2006, when the District decided to take over the program and manage it in-house, which it continues to do to date. Camrosa currently tracks the testing and enforcement of approximately 1,100 backflow devices annually, which is administratively time consuming. As a result of a recent retirement, staff recommends contracting out these services to the County of Ventura.

Although the County would be taking over the majority of the backflow program, the District will still be responsible for some management services along with any enforcement requirements. These services will be managed through the District's customer services department.

During a recent State Water Resources Control Board's Division of Drinking Water (SWRCB) general update conference, the SWRCB mentioned that new requirements were in the planning stages regarding cross-connection control programs, including the specific requirement that individuals who manage these programs must be certified through the State. Although these requirements are not in place currently, no individual with Camrosa holds that certification.

The County of Ventura manages cross-connection programs for twenty-seven of the larger water purveyors within the County, including the City of Thousand Oaks, Cal American Water, California Water Service, and the Casitas Municipal Water District.

The attached contract has a continuous term but can be terminated on July 1 of each year, without cause. The County charges a per-device fee of \$15.49 per year, along with a one-time start-up fee that includes data integration, program transition/start-up services, inventory evaluation, adequacy of existing devices, and recommendation results. This start-up fee is based on an estimate, not to exceed a cost of \$20,845.00. The per-device fee is subject to annual cost adjustments by the County. It is worth noting that the number of backflow devices typically increase annually. Also, from time to time, Camrosa may request additional services, such as specific site visits, plan check for large developments, etc. These costs would be charged on an hourly basis based on the County's hourly rate schedule. All payments are billed quarterly.

If approved by Camrosa's Board of Directors, the contract is expected to go the Ventura County Board of Supervisors on March 16, 2021, for final approval and acceptance.

Estimated administrative costs through June 30, 2021:

| | |
|---|-------------|
| One-time start-up fee (not to exceed) | \$20,845.00 |
| Per-devices charge through June 30, 2021 | |
| (1,100 devices x \$15.49 = \$17,039/4 th quarter = \$4,259.75) | \$4,259.75 |
| Miscellaneous services as needed (contingency) | \$4,000.00 |
| Total Estimated Contract | \$29,104.75 |

The Fiscal Year 2020-21 operation budget does not account for the County's cross- connection contract; however, the vacancy of the recent retirement of the District's inspector will offset the contract services.

Estimated ongoing annual administrative costs:

| | |
|--|--------------------|
| Per-device charge (1,100 devices x \$15.49 = \$17,039) | \$17,039.00 |
| Miscellaneous services as needed (contingency) | \$10,000.00 |
| Expected FY21-22 Budget Item | \$30,000.00 |

CONTRACT TO IMPLEMENT CROSS-CONNECTION CONTROL PROGRAM

This contract is made and entered into by and between the County of Ventura, hereinafter referred to as "County," and Camrosa Water District, hereinafter referred to as "Purveyor," to provide for implementation of a cross-connection control program for Purveyor by the Environmental Health Division of County's Resource Management Agency ("Division") pursuant to California Code of Regulations, Title 17, Section 7584. Now, therefore, in consideration of the mutual promises contained herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Services. County, acting through Division, shall perform services necessary to implement a cross-connection control program for Purveyor, as described in Exhibit A attached hereto and made a part hereof.
2. Payment. Purveyor shall pay County compensation as described in Exhibit B attached hereto and made a part hereof.
3. Term. The term of this contract shall commence on April 1, 2021 and shall continue until terminated as prescribed in this section. This contract may be terminated on July 1 of each year without cause by Purveyor or County by giving a written notice to the other party of such intention to terminate no later than the preceding May 1 of that year.
4. Independent Contractor. County is an independent contractor, and no relationship of employer and employee is created between the parties by this contract. Except as otherwise provided in this contract, Purveyor will have no control over the means or methods by which County will perform services under this contract.
5. Indemnification. Purveyor agrees to defend, through attorneys approved by County, indemnify and hold harmless County and its boards, agencies, departments, officers, employees, agents and volunteers (collectively, "Indemnatee") from and against any and all third party claims, lawsuits, judgments, debts, demands, and liability (including attorney fees and costs) (collectively, "Third Party Claims"), including, without limitation, those arising from injuries or death of persons and/or damage to property, whether against Purveyor, County or others, arising directly or indirectly out of, pertaining to or related to this contract, or operations conducted or subsidized in whole or in part by Purveyor, including the condition of Purveyor's property and facilities. However, this indemnity provision does not apply to Third Party Claims arising from the sole negligence or willful misconduct of Indemnatee or to the extent caused by the active negligence of Indemnatee. Purveyor shall not settle or otherwise compromise a Third Party Claim covered by this section without County's advance written approval.

6. Miscellaneous.

- a. Entire Agreement. This contract is an integrated agreement and constitutes the final expression, and the complete and exclusive statement of the terms of, the parties' agreement with respect to the subject matter hereof. This contract supersedes all contemporaneous oral and prior oral and written agreements, understandings, representations, inducements, promises, communications or warranties of any nature whatsoever, by either party or any agent, principal, officer, partner, employee or representative of either party, with respect to the subject matter hereof.
- b. Modifications. No modification, waiver, amendment or discharge of this contract shall be valid unless the same is in writing and signed by duly authorized representatives of both parties.
- c. Third Party Beneficiaries. Except for indemnitees under section 5, above, this contract does not, and the parties to this contract do not intend to, confer a third party beneficiary right of action on any third party whatsoever, and nothing set forth in this contract will be construed so as to confer on any third party a right of action under this contract or in any manner whatsoever.
- d. Time of the Essence. Time limits stated herein are of the essence.
- e. Governing Law; Venue. This contract is made and entered into in the State of California and shall, in all respects, be interpreted, governed and enforced in accordance with the laws of the State of California applicable to contracts entered into and fully to be performed therein. The venue for any action, suit, arbitration, judicial reference or other proceeding concerning this contract shall be in Ventura County, California.
- f. Notice. All notices, requests, claims, and other official communications under the contract shall be in writing and transmitted by one of the following methods to the physical address, fax number or e-mail address set forth in this section: personal delivery; facsimile; courier; e-mail, where receipt is confirmed; or registered or certified mail, postage prepaid, return receipt requested. Such notices and communications shall be deemed given and received upon actual receipt in the case of all except registered or certified mail; and in the case of registered or certified mail, such notices and communications shall be deemed given and received on the date shown on the return receipt or the date delivery during normal business hours was attempted. All notices and communications shall be sent as follows:

To County:

Charles Genkel, Director
Ventura County Environmental Health Division
800 S. Victoria Avenue Ventura, CA 93009-1730
Phone: 805-654-2813

To Purveyor:

Tony Stafford, General Manager
Camrosa Water District - Office
7385 Santa Rosa Road, Camarillo, CA 93012
Phone: 805-482-4677

Either party may change its contact information by providing written notice of the change to the other party in accordance herewith.

- g. Further Actions. The parties hereto agree that they will execute any and all documents and take any and all other actions as may be reasonably necessary to carry out the terms and conditions of this contract.
- h. Legal Representation. Each party warrants and represents that in executing this contract, the party has relied upon legal advice from attorneys of the party's choice (or had a reasonable opportunity to do so); that the party has read the terms of this contract and had their consequences (including risks, complications and costs) completely explained to the party by the party's attorneys (or had a reasonable opportunity to do so); and that the party fully understands the terms of this contract. Each party further acknowledges and represents that the party has executed this contract freely and voluntarily without the undue influence of any person, and the party has not relied on any inducements, promises or representations made by any person not expressly set forth in this contract.
- i. No Waiver. Failure by a party to insist upon strict performance of each and every term, condition and covenant of this contract shall not be deemed a waiver or relinquishment of the party's rights to enforce any term, condition or covenant.
- j. Interpretation of Contract. For purposes of interpretation, this contract shall be deemed to have been drafted by both parties, and no ambiguity shall be resolved against any party by virtue of the party's participation in the drafting of the contract. Accordingly, Civil Code section 1654 shall not apply to the interpretation of this contract. Where appropriate in the context of this contract, the use of the singular shall be deemed to include the plural, and the use of the masculine shall be deemed to include the feminine and/or neuter.

- k. Counterparts. This contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same contract.

IN WITNESS WHEREOF, the parties hereto have executed this contract.

CAMROSA WATER DISTRICT

Dated: _____

By: _____

Print name and title.

COUNTY OF VENTURA

Dated: _____

By: _____

Print name and title

EXHIBIT A

SCOPE OF WORK

1. Overview of the Work

Purveyor has retained County, acting through Division, to implement a legally compliant cross-connection program on Purveyor's behalf that complies with applicable law and in order to prevent backflow contamination of Purveyor's water system.

2. Standard Services

Division shall perform the cross-connection program services listed in this section, which are referred to in this contract as "Standard Services":

I. Backflow Prevention Assembly Testing Program

- A. Division will implement and maintain a testing program for backflow prevention assemblies (also referred to herein as "assemblies" or "devices"). This program shall consist of the following:
 - 1. A database will be maintained of all known major backflow assemblies in service, paired with testing results on all such assemblies.
 - 2. A website and mobile phone application will be maintained, which allows assembly testing results to be reported directly to Division. The website will also allow Purveyor to check the testing status of any backflow prevention assembly.
 - 3. Division will notify major assembly owners when an assembly is due for annual testing. A second notice will be generated when Division does not receive a passing test result by the date specified on the first notice.
 - 4. The water user will be provided with a list of certified backflow prevention assembly testers at the time of notification to have the assembly tested.
 - 5. In the event the water user fails to have the assembly tested, repaired or replaced in accordance with the requirements, Division will notify Purveyor to take appropriate enforcement action.
 - 6. The results of backflow prevention assembly testing shall be evaluated by Division staff for inadequacies in testing, approved assemblies or parts thereof.
- B. Division will conduct refresher courses in backflow prevention assembly testing. The course shall be designed to meet the requirements for certification in Ventura County of persons as

backflow prevention assembly testers. The refresher course and procedures will conform to applicable County ordinance(s) and the policies and procedures of Division.

II. Compliance Assistance and Enforcement Support

A. Where unprotected cross-connections are found on a water user's premises, Division shall do the following:

1. Send a letter to the user describing the unprotected cross-connections found on the premises and the measures necessary to correct the problem(s), and providing a compliance deadline. A copy of the letter will be provided to Purveyor for enforcement action.
2. Inform Purveyor of major assemblies not tested or failed device tests monthly for appropriate enforcement by Purveyor.
3. Provide the water user with lists of approved backflow prevention assemblies compiled from the Foundation for Cross-Connection Research Laboratory, University of Southern California.
4. In conjunction with Purveyor, provide the water user with diagrams and other appropriate information and/or consultation for the proper installation of backflow assemblies.

B. Division will, in conjunction with Purveyor, re-inspect the water user's premises after the specified compliance deadline to:

1. Determine compliance;
2. Determine that backflow prevention assemblies were installed correctly; and
3. Record data on major backflow prevention assemblies for future testing purposes.

C. In the event the water user fails to take the necessary measures to correct unprotected cross-connections within the specified compliance period, Division will notify Purveyor so that Purveyor may undertake appropriate enforcement action.

III. Reports

Division will provide an annual report to Purveyor with an inventory of all active assemblies in the database, including a summary report for the previous calendar year of the number of active assemblies and the number of assemblies tested, installed, repaired, delinquent for testing and inactivated.

3. Additional Services

“Additional Services” are services related to the work described in section 1 of this Exhibit A that are not Standard Services and have been authorized by Purveyor. Additional Services may include, without limitation: plan checking; technical consultation with Purveyor, property owners, builders, and backflow assembly manufacturers; coordination of cross-connection control program elements with other jurisdictions; providing testimony and documents in proceedings involving Purveyor’s cross-connection control program; and conducting water use surveys (other than the initial water use survey referenced in section 4 of this Exhibit A). A water use survey is a thorough inspection of all water uses for cross-connection hazards to determine the degree of protection needed. County may suggest and prioritize water use surveys according to complaints or special hazards such as sewage and chemical plants, plating shops, hospitals and heavy water use.

4. Start-up Services

Division shall perform the following assembly data integration and program transition/start-up services (collectively, “Start-Up Services”):

- A. Transfer all assembly information into the existing County maintained database over a 12-month period;
- B. Conduct an initial water use survey of 20 percent of Purveyor’s assembly inventory in order to evaluate and report on the adequacy of the existing devices. Division will make recommendations to Purveyor based on the results of the initial water use survey.

5. Purveyor Responsible for Enforcement

Except as explicitly provided in section 2 of this Exhibit A, Purveyor is solely responsible for taking any and all appropriate actions to enforce all requirements standards, and regulations related to the cross-connection control program undertaken on Purveyor’s behalf.

EXHIBIT B
FEES AND PAYMENT

1. Per Device Fee

For Standard Services, Purveyor shall pay to County a fee equal to Purveyor's pro rata share of the total cost of Division's program to provide cross-connection control program services to water purveyors, based on the ratio of the number of Purveyor's devices to the total number of devices in Division's program database. This per device fee shall be recomputed annually and adjusted as necessary to compensate County for actual costs incurred in performing Standard Services for all participating water purveyors. For fiscal year 2020-2021, Purveyor's per device fee shall be prorated as necessary to reflect the number of months in fiscal year 2020-2021 that Purveyor participated in Division's program.

2. Additional Service Fee

For Additional Services, Purveyor shall pay County for the actual hours of Additional Services performed by County employees at the hourly rate most recently established by County's Board of Supervisors for the County employees performing such services.

3. Start-Up Fee

For Start-Up Services, Purveyor shall pay County a fixed fee, in the lump sum amount of \$20,845.00.

4. Payments

Purveyor shall make payments to County under the contract as follows:

- County will submit bills for the per device fee quarterly and bills for the fee for Additional Services within 30 days of performing such services. A bill for fees must be paid within 30 days of receipt of the bill. The fee for Start-Up Services must be paid within 30 days of the date this contract is fully executed.

Board Memorandum

February 11, 2021

To: General Manager

From: Terry Curson, District Engineer

Subject: Pump Station No. 2 Generator and Fuel Tank; and CWRP Emergency Generator Fuel Tank, Specification No. PS 20-02

Objective: Install a new emergency standby generator at Pump Station No. 2; replace an existing fuel tank at Camrosa's Water Reclamation Facility (CWRP); authorize the pre-purchase of this equipment; and award construction support services.

Action Required: It is recommended that the Board of Directors:

- 1) Authorize a purchase order in an amount not to exceed \$131,963.85 (including tax & delivery) to Quinn Power Systems for the purchase of an emergency standby generator with sub-base fuel tank for Pump Station No. 2, replacement fuel tank at the CWRP, and appurtenances;
- 2) Authorize the General Manager to award a contract to the second lowest bidder, NOHO Constructors, Inc., in the amount of \$297,701.00, to install an emergency standby generator and replacement fuel tank, Specification No. PS 20-02;
- 3) Authorize the General Manager to issue a change order to Cannon Corporation in the amount of \$12,734.00 to provide engineering & construction support services during installation, as needed; and
- 4) Appropriate additional funding in the amount of \$30,000 for the Pump Station No. 2 Emergency Standby Generator Project from the Potable Water Capital Improvement Fund.

Discussion: Pump Station No. 2 (PS2) is located within Pressure Zone No. 3 (Exhibit A) and takes potable water from Reservoir 3B and pumps into Reservoir 4B. Although Reservoir 4B supplies a small service area, there is no secondary water supply (Calleguas Meter Stations) and Pressure Zone 4B is vulnerable if PS2 loses electrical power. The generator staff selected for this site includes a self-contained sub-base fuel tank.

The existing diesel fuel tank at the CWRP supplies fuel to an emergency standby generator (Exhibit B). This fuel tank is old and undersized (500 gallons) and does not provide the necessary long-term fuel to power the wastewater treatment plant in the event of a significant and lengthy service outage. A new diesel fuel tank is required that will provide approximately one week of run time in case of an emergency or loss of Edison power. In addition, this new tank will be used for fueling on-site heavy equipment (loader, forklift, etc.).

On April 9, 2020, Camrosa's Board of Directors awarded a contract to Cannon Corporation, in the amount of \$95,772, for the design of a new generator at PS2 and replacement of the existing fuel tank at the CWRP. In addition, District staff obtained an easement from the Conejo Recreation and Park District for additional property at the PS2 to accommodate the new generator. This easement was approved by the Board on November 12, 2020.

Staff recommends pre-purchasing the standby generator and replacement fuel tank. Pre-purchasing the equipment helps with securing this equipment in a timely manner and avoids costly equipment mark-ups. The generator and fuel tank are a sole source purchase through Sourcewell (formerly National Joint Powers Alliance), of which the District is a member, and holds competitively solicited cooperative contracts that allows cooperative purchasing that meets state and local procurement codes.

The generator has been permitted by the Ventura County Air Pollution Control District and the fuel tank has been permitted by the Ventura County Fire Department.

Detailed plans and specifications were prepared for the project and released for bid on December 10, 2020. The project was advertised on the District's website, the *Ventura County Star* newspaper, and through QuestCDN, an online bid management tool. Eighteen (18) contractors requested contract plans and specifications. Seven bids were received and opened on January 28, 2021, and are summarized as follows:

| <u>Contractor</u> | <u>Location</u> | <u>Installation Bid</u> |
|-------------------------------|------------------------|-------------------------|
| 1. Encon | Santa Fe Springs, CA | \$249,651.00 |
| 2. NOHO Contractors | Studio City, CA | \$297,701.00 |
| 3. Draper Contractors | Moorpark, CA | \$373,622.00 |
| 4. Cora Constructors | Palm Desert, CA | \$382,000.00 |
| 5. Travis Agricultural Const. | Ventura, CA | \$394,001.00 |
| 6. Fleming Environmental | Fullerton, CA | \$459,134.00 |
| 7. Technion Contractors | Northridge, CA | \$494,201.00 |
| Engineer's Estimate | | \$475,000.00 |

Staff reviewed the bids and qualifications for the lowest responsive bidder, Encon. Upon review of the proposal package, it was noticed that there were some irregularities in the bid that included a small mathematical error, failure to list sub-contractors, and a failure to acknowledge receipt of an addendum. Staff followed up with a phone interview with Encon and it was determined that they did not receive or overlooked the addendum that was sent to them on January 25th through QuestCDN. This particular addendum included a provision that required the contractors to fill all fuel tanks upon completion of the project. Encon acknowledged that their bid did not include the cost for fuel and requested that their bid be withdrawn based on a bidding error. Although a qualified contractor, it is staff's opinion that Encon's bid was in error and not responsive and should be withdrawn. The second lowest bidder, NOHO constructors, submitted a bid that appears responsive. Review of their qualifications and references has determined that they are a licensed contractor having performed similar projects for various public agencies and therefore a responsible bidder.

Engineering support services are requested, in the amount of \$12,734, and include assistance with contractor's Request for Information (RFIs), submittal reviews, and occasional site visits. The proposal cost is based on an estimate of services and will only be used, if needed.

These projects are approved capital projects. Approximate project breakdown costs follows, with corresponding action items above indicated in the right-hand column.

| Pump Station No. 2 Emergency Generator | | CWRF Replacement Fuel Tank | | Combined Totals | Action Item # |
|---|---------------------|-------------------------------|---------------------|---------------------|------------------|
| PS2 Generator | \$72,366.14 | CWRF Fuel Tank | \$59,597.71 | \$131,963.85 | 1 |
| Construction | \$198,000.50 | Construction | \$99,700.50 | \$297,701.00 | 2 |
| Contingency | \$20,000.00 | Contingency | \$10,000.00 | \$30,000.00 | |
| Design Services | \$57,463.20 | Design Services | \$38,308.80 | \$95,772.00 | |
| Construction Support | \$7,640.40 | Construction Support | \$5,093.60 | \$12,734.00 | 3 |
| Property Acquisition | \$500.00 | Property Acquisition | \$0.00 | \$500.00 | |
| Permits | \$500.00 | Permits | \$500.00 | \$1,000.00 | |
| <u>Estimated Total Cost</u> | <u>\$356,470.24</u> | <u>Estimated Total Cost</u> | <u>\$213,200.61</u> | | |
| | | | | | |
| Project Budget | \$333,000.00 | Project Budget | \$288,000.00 | | |
| | | | | | |
| Funds Requested | \$30,000.00 | Funds Requested | \$0.00 | | 4 |

Additional funding is available from the District's Potable Water Capital Improvement Fund.

CONTRACT BETWEEN THE CAMROSA WATER DISTRICT
AND NOHO CONSTRUCTORS FOR PUMP STATION NO. 2
EMERGENCY STANDBY GENERATOR AND DIESEL FUEL
TANK AND WATER RECLAMATION FACILITY DIESEL
FUEL TANK REPLACEMENT

THIS CONTRACT is made and entered into in the City of Camarillo on this _____ day of _____, 2021, by and between the CAMROSA WATER DISTRICT, hereinafter referred to as DISTRICT, and NOHO CONSTRUCTORS, a CORPORATION, hereinafter referred to as CONTRACTOR.

R E C I T A L S :

WHEREAS, on December 10, 2020, DISTRICT invited bids for Generator and Fuel Tank Construction, per Specification No. PS 20-06; and

WHEREAS, pursuant to said invitation, CONTRACTOR submitted a Proposal which was accepted by DISTRICT for said project.

NOW, THEREFORE, in consideration of their mutual promises, obligations, and covenants hereinafter contained, the parties hereto agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are a part of this CONTRACT.

2. **Term.** The term of this CONTRACT shall be from the date this CONTRACT is made and entered, as first written above, and shall be completed no later than ninety (150) consecutive calendar days after the receipt of the Notice to Proceed.

3. **Incorporation By Reference.** Public Contract Code Section 22300, Specification No. PS 20-06, consisting of 105 pages, and all documents incorporated by reference therein, and CONTRACTOR'S Proposal are hereby incorporated by reference and made a part of this CONTRACT.

4. **Precedence of Contract Documents.** If there is a conflict between or among CONTRACT documents, the document highest in precedence shall control. The precedence shall be:

- | | |
|----------|---|
| First: | This Document consisting of six (6) pages excluding paragraph 3 |
| Second: | CONTRACTOR'S Proposal |
| Third: | Permits from other agencies as may be required by law |
| Fourth: | Special Provisions |
| Fifth: | Bid Terms and Conditions |
| Sixth: | Detailed Plans |
| Seventh: | Standard Plans |

- Eighth: Standard Specifications Modifications
Ninth: "Standard Specifications for Public Works Construction" (SSPWC)
Tenth: Reference Specifications

Change orders, supplemental agreements, and approved revisions to plans and specifications become a part of item First.

5. **Obligations of the District.**

A. DISTRICT shall be obligated to pay CONTRACTOR based upon the actual DISTRICT-authorized quantities in place and the unit and/or lump sum prices bid by CONTRACTOR, including but not limited to all labor, material, and equipment, rather than the CONTRACT bid price.

B. DISTRICT shall make regular progress payments to CONTRACTOR within thirty (30) days after mutual concurrence with the unit quantities and/or lump sum items of work satisfactorily performed, subject to applicable retention requirements. In no event shall the total amount paid exceed the CONTRACT bid price of Two Hundred Ninety-Seven Thousand, Seven Hundred and one Dollars (\$297,701.00) unless otherwise agreed to by the parties in writing.

C. Upon receipt of an invoice for work performed to DISTRICT'S satisfaction, DISTRICT shall make progress payments within thirty (30) days of receipt of invoice. If the work is not performed satisfactorily or the invoice is defective, DISTRICT shall notify CONTRACTOR, in writing, of the reasons within seven (7) days of receipt of invoice. The intent of this Section is to comply with Public Contract Code Section 20104.50.

6. **Obligations of the Contractor.**

A. CONTRACTOR shall perform as required by this CONTRACT. CONTRACTOR also warrants on behalf of itself and all subcontractors engaged for the performance of this CONTRACT that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

B. The CONTRACTOR shall comply with Labor Code Section 1773.2 and Federal prevailing wage requirements and a copy of the general wage rate list shall be posted at each job site. CONTRACTOR shall obey all Federal, State, local and special district laws, ordinances and regulations. CONTRACTOR agrees to indemnify, defend, and hold DISTRICT harmless from any claim that prevailing wages should have been paid pursuant to this CONTRACT, including federal prevailing wage requirements under the Davis-Bacon Act, if applicable, and shall be liable for the payment of same and any penalties thereon.

7. **Audit.** DISTRICT shall have the option of inspecting and/or auditing all records and other written materials used by CONTRACTOR in preparing its statements to DISTRICT as a condition precedent to any payment to CONTRACTOR.

8. **Hold Harmless and Indemnification.** CONTRACTOR shall defend and provide legal defense with attorney(s) acceptable to DISTRICT, District, indemnify, and hold harmless DISTRICT, its agents, officials, officers, representatives, and employees, from and against all claims, lawsuits, liabilities, or damages of whatever nature arising out of or in connection with, or relating in any manner to any act or omission of CONTRACTOR, its agents, employees, and subcontractors, and employees thereof, pursuant to the performance or non-performance of this CONTRACT. CONTRACTOR shall thoroughly investigate any and all claims and indemnify DISTRICT and do whatever is necessary to protect DISTRICT, its agents, officials, officers, representatives, and employees as to any such claims, lawsuits, liabilities, expenses, or damages arising out of this CONTRACT.

9. **Amendments.** Any amendment, modification, or variation from the terms of this CONTRACT shall be in writing and shall be effective only upon mutual written approval by the Director of Public Works and CONTRACTOR.

10. **Anti-Discrimination.** In the performance of the terms of this CONTRACT, CONTRACTOR shall not engage in, nor permit subcontractors to engage in, discrimination in employment of persons because of the age, race, color, religious creed, sex, sexual orientation, national origin ancestry, physical disability, mental disability, medical condition, or marital status of such persons. Violation of this provision may result in the imposition of penalties referred to in Labor Code Section 1735.

11. **Termination.** If, during the term of this CONTRACT, DISTRICT determines that CONTRACTOR is not faithfully abiding by any term or condition contained herein, DISTRICT may notify CONTRACTOR in writing of such defect or failure to perform. The notice must give to the CONTRACTOR a ten (10) day period of time thereafter in which to perform said work or cure the deficiency. If CONTRACTOR has not performed the work or cured said deficiency within the ten (10) days specified in the notice, such failure shall constitute a breach of this CONTRACT, and DISTRICT may terminate this CONTRACT immediately by written notice to CONTRACTOR to said effect. Thereafter, neither party shall have any further duties, obligations, responsibilities, or rights under this CONTRACT except however, any and all obligations of CONTRACTOR'S surety shall remain in full force and effect, and shall not be extinguished, reduced, or in any manner waived by the termination hereof. In said event, CONTRACTOR shall be entitled to the reasonable value of its services performed from the beginning of the period in which the breach occurs up to the day it received DISTRICT'S Notice of Termination, minus any damages, including liquidated damages if so provided herein, occasioned by such breach. DISTRICT reserves the right to delay any such payment until completion or confirmed abandonment of the project, as may be determined in DISTRICT'S sole discretion, so as to permit a full and complete accounting of costs. In no event, however, shall CONTRACTOR be entitled to receive in excess of the compensation quoted in its bid.

12. **Insurance.** CONTRACTOR shall, prior to commencing performance hereunder, submit proof of all insurance coverage as required by the Specification or other document incorporated in and made a part of this CONTRACT.

13. **Complete Contract.** This CONTRACT shall constitute the complete CONTRACT between the parties hereto. No oral agreement, understanding, or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral agreement, understanding, or representation be binding upon the parties hereto.

14. **Independent Contractor.** It is expressly understood between the parties to this CONTRACT that no employee/employer relationship is intended; CONTRACTOR is an independent contractor.

15. **Time of Performance.** Time is of the essence in this CONTRACT.

16. **Liquidated Damages.** Should CONTRACTOR fail to complete the project, or any part thereof, in the time agreed upon in the CONTRACT or within such extra time as may have been allowed for delays or extensions granted as provided in the CONTRACT, CONTRACTOR shall reimburse DISTRICT for the additional expense and damage for each calendar day that the CONTRACT remains uncompleted after the CONTRACT completion date. It is agreed that the amount of such additional expense and damage incurred by reason of failure to complete the CONTRACT is the per diem rate of Five Hundred Dollars (\$500.00) per calendar day. Such amounts are hereby agreed upon as liquidated damages for the loss to DISTRICT resulting from the failure of CONTRACTOR to complete the project within the allotted time and to the value of the operation of the works dependent thereon.

It is expressly understood and agreed that this amount is a reasonable amount and is established in lieu of damages, which are incapable of calculation at the inception hereof, and this amount is not to be considered in the nature of a penalty. DISTRICT shall have the right to deduct such damages from any amount due, or that may become due to CONTRACTOR, or the amount of such damages shall be due and collectible from CONTRACTOR or CONTRACTOR'S surety.

Progress payments made after the scheduled completion date shall not constitute a waiver of liquidated damages.

17. **Conflict of Interest.** Neither CONTRACTOR nor any employees, agents, or subcontractors of CONTRACTOR who will be assigned to this project, to the best of CONTRACTOR'S knowledge, own any property or interest in properties, business relationships, or sources of income which may be affected by the performance of this CONTRACT. Should one party hereto learn of any such interest, income source, or business relationship, such fact shall immediately be brought to the attention of the other party hereto. If the parties thereupon cannot mutually agree upon a means to eliminate the conflict, DISTRICT may terminate the CONTRACT immediately for non-performance pursuant to Section 11 herein.

18. **Successors and Assigns.** The terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, however, that no party hereto shall assign any of the benefits and burdens hereunder, whether voluntarily or by operation of law, without the prior written consent of the other party, and any such assignment without said consent shall be void.

19. **Authority to Execute Contract.** Both DISTRICT and CONTRACTOR do covenant that each individual executing this CONTRACT on behalf of each party is a person duly authorized and empowered to execute contracts for such party.

20. **Jurisdiction and Venue.** Jurisdiction is in the State of California and venue lies in Ventura County.

21. **Non-Appropriation of Funds.** Payments due and payable to CONTRACTOR for current services are within the current budget and within an available, unexhausted, and unencumbered appropriation of DISTRICT. In the event DISTRICT has not appropriated sufficient funds for payment of CONTRACT services beyond the current fiscal year, this CONTRACT shall cover only those costs incurred up to the conclusion of the current fiscal year.

22. **Notices.** All written notices required by or related to this CONTRACT shall be sent by Certified Mail, Return Receipt Requested, postage prepaid, and addressed as listed below. Neither party to this CONTRACT shall refuse to accept such mail; the parties to this CONTRACT shall promptly inform the other party of any change of address. All notices required by this CONTRACT are effective on the day of receipt, unless otherwise indicated herein. The mailing address of each party to this CONTRACT is as follows:

| | |
|----------|--|
| DISTRICT | Terry Curson, District Engineer Engineering Department 7385 Santa Rosa Road Camarillo, CA 93012 |
|----------|--|

| | |
|------------|--|
| CONTRACTOR | NoHo Constructors Bryce Greenstein, President 11012 Ventura Blvd., Suite 1259 Studio City, CA 91604 |
|------------|--|

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

Camrosa Water District

By: _____
Tony Stafford
General Manager

NoHo Constructors

By: _____
Bryce Greenstein

Title: President

By: _____
Barry Greenstein

Title: Assistant Secretary

CAMROSA WATER DISTRICT

ENGINEERING DEPARTMENT

PROPOSAL

FOR

PUMP STATION NO. 2 EMERGENCY STANDBY GENERATOR AND DIESEL FUEL
TANK AND WATER RECLAMATION FACILITY DIESEL FUEL TANK REPLACEMENT

SPECIFICATION NO. PS 20-06

ENGINEERING DEPARTMENT

PROPOSAL

FOR

PUMP STATION NO. 2 EMERGENCY STANDBY GENERATOR AND DIESEL FUEL
TANK AND WATER RECLAMATION FACILITY DIESEL FUEL TANK REPLACEMENT

Specification No.: PS 20-06
Bids to be Received on: January 28, 2021, at or before 2:00 p.m.
Completion Time: 150 Calendar Days
Liquidated Damages: \$500 Per Calendar Day
Number of Pages in Proposal: 17

CONTRACTOR

Name NoHo Constructors
Street Address 11012 Ventura Blvd. Suite 1259
City Studio City State CA Zip Code 91604
Telephone Number 818-642-7270
Fax Number N/A (Optional)

The bid shall be balanced so that each bid item is priced to carry its share of the cost of the work and also its share of the contractor's overhead and profit. The District reserves the right to delete any bid item to the extent that the bid is qualified by specific limitation. An unbalanced bid shall be considered as grounds for rejecting the entire bid.

SUBMIT PAGES 13 THROUGH 29 FULLY EXECUTED WITH THIS PROPOSAL

LIST OF DOCUMENTS

TO BE SUBMITTED WITH PROPOSAL

FOR

PUMP STATION NO. 2 EMERGENCY STANDBY GENERATOR AND DIESEL FUEL
TANK AND WATER RECLAMATION FACILITY DIESEL FUEL TANK REPLACEMENT

SPECIFICATION NO. PS 20-06

| | |
|---|---------|
| Instructions for Signing Proposal, Bonds, and Contract..... | Page 15 |
| Contractor's Proposal Statement..... | Page 16 |
| Proposed Schedule of Work and Prices | Page 17 |
| Bidder's Bond to Accompany Proposal..... | Page 20 |
| Form to Accompany Bid Bond | Page 21 |
| Statement of Bidder's Qualifications and References | Page 22 |
| Statement of Bidder's Past Contract Disqualifications..... | Page 24 |
| Questionnaire Regarding Subcontractors | Page 25 |
| Bidder's Statement of Subcontractors and Material Fabricators | Page 26 |
| Non-Collusion Affidavit | Page 27 |
| Equal Employment Opportunity Certificate | Page 28 |
| Title 49, Code of Federal Regulations Part 29 Debarment and Suspension Certification | Page 29 |

INSTRUCTIONS FOR SIGNING PROPOSAL, BONDS AND CONTRACT

Corporations

- a) Give name of Corporation.
- b) Signatures: President or Vice President and Secretary or Assistant Secretary.
- c) Affix corporate seal and notary's acknowledgment.
- d) Others may sign for the corporation if the District has been furnished a certified copy of a resolution of the corporate board of directors authorizing them to do so.

Partnerships

- a) Signatures: All members of partnership. One may sign if District has a copy of authorization.
- b) Affix notary's acknowledgment.

Joint Ventures

- a) Give the names of the joint venturers.
- b) Signatures: All joint venturers. One may sign if District has a copy of authorization.
- c) Affix notary's acknowledgment.

Individuals

- a) Signature: The individual.
- b) Affix notary's acknowledgment.
- c) Another may sign for the individual if the District has been furnished a notarized power-of-attorney authorizing the other person to sign.

Fictitious Names

- a) Show fictitious names.
- b) Satisfy all pertinent requirements shown above.

Bonds

- a) In addition to all pertinent requirements above, give signature of Attorney-in-fact and apply surety's seal and provide address and telephone number of said surety.

PLEASE ADHERE TO THE APPLICABLE SIGNING INSTRUCTIONS

CONTRACTOR'S PROPOSAL STATEMENT

Camrosa Water District
Camarillo, California 93012

Pursuant to the foregoing Notice Inviting Bids, the undersigned declares that he/she has carefully examined the location of the proposed work, that he/she has examined the Plans and Specifications and read the accompanying instructions to bidders, and hereby proposes to furnish all materials and to do all the work required to complete such work in accordance with such Plans and Specifications for the prices set forth in this Proposal.

The undersigned has carefully checked all the figures in this Proposal and understands that District will not be responsible for any error or omission on the part of the undersigned in preparing this bid nor will District release the undersigned on account of such error or omission.

The undersigned swears or affirms under penalty of perjury that the information regarding the Contractor's License is true and correct.

The undersigned further agrees that in case of default in executing the required Contract within the applicable ten (10) calendar days or thereafter failing to provide the necessary bonds within ten (10) calendar days after the Contract has been fully executed, the proceeds of check or bond accompanying the bid shall become the property of the Camrosa Water District. Furthermore, the undersigned is advised and understands that it is a District policy that bids/bonds will not be waived due to calculation errors made by the bidder.

Licensed in accordance with an act providing for the registration of Contractor's License:

| No. | Class | Expiration | Date |
|----------------|------------------|-----------------|------|
| <u>1028269</u> | <u>A & B</u> | <u>06/30/21</u> | |

| No. | Class | Expiration | Date |
|-------|-------|------------|-------|
| _____ | _____ | _____ | _____ |

Names of Co-Partners or Corporate Officers and Titles: Bryce Greenstein, President

Barry Greenstein, Assistant Secretary

| | |
|--|------------------|
| <u></u> | <u>President</u> |
| Signature of Bidder | Title |

| | |
|--|----------------------------|
| <u></u> | <u>Assistant Secretary</u> |
| Signature of Bidder | Title |

| | |
|----------------------------|-------------------|
| <u>NoHo Constructors</u> | <u>1/28/21</u> |
| Name of Contractor or Firm | Date of Submittal |

Telephone: (818) 642-7270

Address 11012 Ventura Blvd. Suite 1259, Studio City, CA 91604

| | |
|---|------------------------|
| <u>Corporation</u> | <u>CA</u> |
| Doing Business as: Individual / Partnership / Corporation | State of Incorporation |

Federal Tax Identification Number: 81-4263731

ALL SIGNATURES MUST BE NOTARIZED
(Attach or Affix Executed Acknowledgment Form and Corporate Seal if Applicable)

PROPOSED SCHEDULE OF WORK AND PRICES

FOR

PUMP STATION NO. 2 EMERGENCY STANDBY GENERATOR AND DIESEL FUEL
TANK AND WATER RECLAMATION FACILITY DIESEL FUEL TANK REPLACEMENT

Notice to Bidders:

Schedule "A" is for the complete construction of the Water Reclamation Facility – Chemical
Tank and Feeder System Rehabilitation

1. complete and in place in accordance with the Contract Documents.

Bidders are required to bid on all Schedules.

| SCHEDULE "A" | | | | | | |
|---|--------------------------|--|-----------------|-------------|-------------------|--------------|
| EMERGENCY STANDBY GENERATOR & FUEL TANKS | | | | | | |
| Item No. | Payment Reference | Description | Quantity | Unit | Unit Price | Total |
| 1 | | Mobilization/Demobilization | 1 | LS | \$25,000.00 | \$25,000.00 |
| 2 | | Standby Generator, Combination Fuel Tank, ATS, Retaining Wall, and appurtenances at Pump Station No. 2 | 1 | LS | \$185,000.00 | \$185,000.00 |
| 3 | | Generator Fuel Tank Replacement at Water Reclamation Facility | 1 | LS | \$86,700.00 | \$86,700.00 |
| 4 | | Testing of All Systems | 1 | LS | \$1,000.00 | \$1,000.00 |

Total Schedule "A" \$ 297,700.00

Total Schedule "A": Two Hundred Ninety Seven Thousand Seven Hundred No cents
(Amount Written in Words)

PROPOSED SCHEDULE OF WORK AND PRICES - Continued

| SCHEDULE "B" TERMINATION OF LIABILITY | | | | | | |
|--|-------------------|--------------------------|----------|------|------------|--------|
| Item No. | Payment Reference | Description | Quantity | Unit | Unit Price | Total |
| 1. | 709 | Termination of Liability | 1 | LS | \$1.00 | \$1.00 |

Total Schedule "B" \$1.00

| BID SUMMARY | |
|-----------------------------|--|
| Schedule "A" + Schedule "B" | ^{B6} \$ 297,700 <u>297,701.00</u> |

Total Bid Price: Two Hundred Ninety Seven Thousand seven Hundred and One
 (Amount Written in Words)

Contractor's Name: NoHo ConstructorsContractor's Signature: 

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

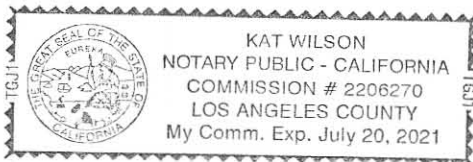
State of California }
County of Los Angeles }

On January 28, 2021, before me, **KAT WILSON, NOTARY PUBLIC**,

personally appeared Bryce Greenstein

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing paragraph is true and correct.



PLACE NOTARY SEAL ABOVE

WITNESS my hand and official seal.

SIGNATURE

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of attached document

Title or type of document: Proposed Schedule of work And
Prices

Document Date: Number of Pages:

PROPOSED SCHEDULE OF WORK AND PRICES***ADDITIONS/DEDUCTIONS**

TOTAL AMOUNT BID

\$ 297,701.00

| | <u>Schedule/Bid Item No.</u> | <u>New Total</u> | |
|----------------|----------------------------------|------------------|-----|
| Addition for: | | \$ | +\$ |
| Addition for: | <u>N/A</u> | | + |
| Addition for: | | | + |
| Deduction for: | | | - |
| Deduction for: | | | - |
| Deduction for: | | | - |

Adjusted Total Bid Amount: \$ 297,701.00Adjusted Total Bid Amount in Words: Two Hundred Ninety Seven Thousand Seven Hundred One**Sales Tax Adjustment (If Applicable): N/A

- * Provisions are made for the bidder to include additions or deductions in price for bid item(s) to reflect last-minute adjustments in bidder's total bid amount. The bid item for which the addition or deduction in price is made shall be listed by the bidder as indicated above. The unit price for that item (if applicable) shall be adjusted by dividing the bid quantity into the new total amount as determined after adding or subtracting the amount listed by the Contractor for such item.
- ** Sales tax deduction entered on this line is the amount the bid is to be reduced in order to receive credit for purchases made in the City or County pursuant to Bid Terms and Conditions, Sales Tax Reimbursements.

The following addenda are acknowledged:

| | <u>Number</u> | <u>Date</u> |
|---|---------------|----------------|
| (Bidder must fill in number and date of each addendum or may enter the word "None" if appropriate.) | <u>1</u> | <u>1/25/21</u> |
| | | |
| | | |

I make this Proposal and certify under penalty of perjury that all the statements in this Proposal that I have signed are true and correct.

NoHo Constructors 1/28/21
Contractor's Name Date

Bryce Greenstein
Signature and Title
Bryce Greenstein, President

NoHo Constructors 1/28/21
Contractor's Name Date

Barry Greenstein
Signature and Title
Barry Greenstein, Assistant Secretary

BIDDER'S BOND TO ACCOMPANY PROPOSAL

(in lieu of cash or cashier's check)

KNOW ALL PERSONS BY THESE PRESENTS:

That we, NoHo Constructors, as Principal, and American Contractors Indemnity Company

_____, as Surety, acknowledge ourselves jointly and severally bound to the Camrosa Water District (District), the obligee, for ten percent (10%) of the total bid, to be paid to said District if the Proposal shall be accepted and the Principal shall fail to execute the Contract tendered by the District within the applicable time specified in the Bid Terms and Conditions, or fails to furnish either the required Faithful Performance or Labor and Material Bonds, or fails to furnish evidence of insurance as required in the Standard Specifications, then this obligation shall become due and payable, and Surety shall pay to obligee, in case suit is brought upon this bond in addition to the bond amount hereof, court costs and a reasonable attorney's fee to be fixed by the court. If the Principal executes the Contract and furnishes the required bonds and evidence of insurance as provided in the bid documents, this bond shall be extinguished and released. It is hereby agreed that bid errors shall not constitute a defense to forfeiture.

WITNESS our hands this 25th day of January, 2021.

NoHo Constructors

Contractor

By Byrd

Title Bryce Greenstein, President

By Th. W. W.

Title Barry Greenstein, Assistant Secretary

American Contractors Indemnity Company

Surety

By Matthew J. Cents

Title Matthew J. Coats, Attorney-in-Fact



FORM TO ACCOMPANY BID BOND

STATE OF CALIFORNIA)
COUNTY OF) SS.
CITY OF)

On this _____ day of _____, 20__, before me, the undersigned, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared _____, known to be the _____ of _____ and the same person whose name is subscribed to the within instrument as the _____ of said _____, and the said _____ duly acknowledged to me that he/she subscribed the name of _____ thereto as Surety and his/her own name as _____.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for said
County and State aforesaid

If cashier's check is submitted herewith, state check number _____ and amount \$_____.

see following page

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

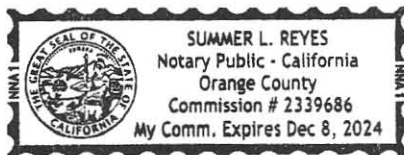
State of California)

County of Orange)On JAN 25 2021 before me, Summer L. Reyes, Notary Public,
Date Here Insert Name and Title of the Officerpersonally appeared Matthew J. Coats
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____



**TOKIO MARINE
HCC**

**POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Matthew Coats or Linda D. Coats of Laguna Hills, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Five Million***** Dollars (***\$5,000,000.00***). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of June, 2013.

**AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY**

State of California
County of Los Angeles



By: _____

Daniel P. Aguilar, Vice President

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 25th day of January, 2021.

Corporate Seals

Bond No. Bid Bond

Agency No. 17758



Kio Lo, Assistant Secretary

STATEMENT OF BIDDER'S QUALIFICATIONS AND REFERENCES

The bidder is required to state the bidder's financial ability and a general description of similar work performed.

Required qualifications: Bidders must hold a valid State of California Class A Contractor's License at the time the bid is submitted to the District, and must have satisfactorily completed at least three (3) Southern California municipal projects in the last three (3) years of comparable size to the scope of this project.

Number of years engaged in providing the work included within the scope of the specifications under the present business name: 4 years.

List and describe fully the last three (3) contracts performed by your firm, which demonstrate your ability to complete the work included within the scope of the specifications. Attach additional pages if required. The District reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1

Customer Name: Santa Clarita Valley Water District
 Contact Individual: Adam Pontius Telephone: 661-425-7708
 Address: Santa Clarita Valley Water, Operations & Maintenance, 23780 North Pine Street, Newhall, CA 91321
 Contract Amount: 110,000 Year: 2020
 Description of Work Done:
Constructed cmu wall around a pump station and provided concrete flatwork, drain, and curb

Reference No. 2

Customer Name: City of Pasadena
 Contact Individual: Wes Perryclear Telephone: (626) 744-6768
 Address: 100 Garfield Avenue, Pasadena, CA
 Contract Amount: \$689,000 Year: 2019
 Description of Work Done:
Demolition of fence and poles, install new concrete curbs and flatwork, provide new light poles and fixtures

Reference No. 3

Customer Name: Los Angeles Community College District
 Contact Individual: Peggy M. Quijada de Franke Telephone: 213-891-2446
 Address: 770 Wilshire Boulevard, Los Angeles, CA 90017
 Contract Amount: \$270,000 Year: 2019
 Description of Work Done:
Constructed new grade beam, provided transformer, new conduits for scoreboard

Continued


STATEMENT OF BIDDER'S QUALIFICATIONS AND REFERENCES – Continued

STATE OF CALIFORNIA, COUNTY OF Los Angeles

I am the President of NoHo Constructors, the bidder herein. I have read the foregoing statement and know the contents thereof, and I certify that the same is true to my knowledge, except as to those matters which are therein stated upon my information or belief, and as to those matters, I believe it to be true.

Executed on January 28, 20 21, at Los Angeles, California.


I declare, under penalty of perjury, that the foregoing is true and correct.



Signature of Bidder

President, NoHo Constructors

Title



Signature of Bidder

Assistant Secretary, NoHo Constructors

Title

STATEMENT OF BIDDER'S PAST CONTRACT DISQUALIFICATIONS

Pursuant to Section 10162 of the Public Contract Code, the bidder shall state whether such bidder, or any officer or employee of such bidder who has a proprietary interest in such bidder, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or a safety regulation; and if so, explain the circumstances.

1. Do you have any disqualification, removal, etc., as described in the above paragraph to declare?


Yes _____ No X

2. If yes, explain the circumstances.

N/A

Executed on January 28, 2021, at Los Angeles, California.

I declare, under penalty of perjury, that the foregoing is true and correct.


Signature(s) of Authorized Bidder

President, NoHo Constructors
Title


Signature(s) of Authorized Bidder

Assistant Secretary, NoHo Constructors
Title

QUESTIONNAIRE REGARDING SUBCONTRACTORS


Bidder shall answer the following questions and submit with the Proposal.

1. Were bid depository or registry services used in obtaining subcontractor bid figures in order to compute your bid? Yes () No (X)
2. If the answer to No. 1 is "yes," please forward a copy of the rules of each bid depository you used with this questionnaire.
3. Did you have any source of subcontractors' bids other than bid depositories? Yes () No (X)
4. Has any person or group threatened you with subcontractor boycotts, union boycotts, or other sanctions to attempt to convince you to use the services or abide by the rules of one or more bid depositories. Yes () No (X)
5. If the answer to No. 4 is "yes," please explain the following details:
 - (a) Date: N/A
 - (b) Name of person or group: _____
 - (c) Job involved (if applicable): _____
 - (d) Nature of threats: _____
 - (e) Additional comments (use additional paper if necessary):

I declare, under penalty of perjury, that the foregoing is true and correct.

Dated this 28 day of January, 2021.

NoHo Constructors
Name of Company

By  Bryce Greenstein

President
Title

By 

Assistant Secretary
Title

**BIDDER'S STATEMENT OF SUBCONTRACTORS
AND MATERIAL FABRICATORS**

Without exception, the bidder is required to state the name and address of each subcontractor and the portion of the work which each will do as required by Section 2-3, "Subcontracts," of the Standard Specifications and in conformance with Public Contracts Code, Sections 4100 to 4113, inclusive.

Without limiting the generality of the foregoing, any contractor making a bid or offer to perform the work, shall set forth in the Proposal:

(a) The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (0.5%) of the prime contractor's total bid; and

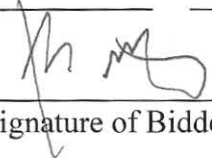
(b) The portion of the work, which will be done by each subcontractor. The prime contractor shall list only one subcontractor for each portion.

The undersigned submits herewith a list of subcontractors in conformance with the foregoing:

| <u>Name under Which Subcontractor is Licensed</u> | <u>License No. & Class</u> | <u>Business Address</u> | <u>Specific Description of Subcontract and Portion of the Work to be Done</u> |
|---|------------------------------------|--|---|
| Advanced Rebar Placers Inc. | 996099, C-50 | 10009 Artesia Blvd Bellflower, CA 90706 | Rebar |
| Electro Construction | 95881, C-10 | 2225 Windsor Ave Alhambra, CA 91801 | Electrical |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |


Signature of Bidder

1/28/21
Date


Signature of Bidder

1.28.2021
Date

President, Notto Constructors
Title

Assistant Secretary, Notto Constructors
Title

**ALL SIGNATURES MUST BE NOTARIZED
(Attach or Affix Executed Acknowledgement Form)**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

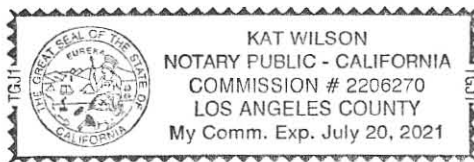
State of California }
County of Los Angeles }

On January 28, 2021, before me, **KAT WILSON, NOTARY PUBLIC**,

personally appeared Barry Greenstein and Bryce Greenstein

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he~~/she/they executed the same in ~~his~~/her/their authorized capacity(ies), and that by ~~his~~/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing paragraph is true and correct.



PLACE NOTARY SEAL ABOVE

WITNESS my hand and official seal.

SIGNATURE

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of attached document

Title or type of document: Bidder's Statement of subcontractors
And material Fabricators

Document Date: _____ Number of Pages: _____

NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the Camrosa Water District
DISTRICT ENGINEERING

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106, the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder to any other bidder, or to fix any overhead, profit, or cost element of the bid price, or that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

^{B6}
Bay No Ho Constructors
Name of Bidder

[Signature] 1/28/21
Signature of Bidder

No Ho Constructors
Name of Bidder

[Signature] 1.26.2021
Signature of Bidder

11012 Ventura Blvd. Suite 1259, Studio City, CA 91604
Address of Bidder

ALL SIGNATURES MUST BE NOTARIZED
(Attach or Affix Executed Acknowledgment Form)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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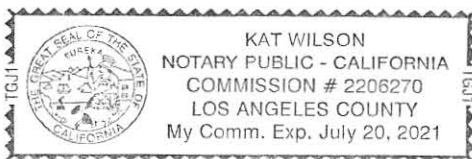
State of California }
County of Los Angeles }

On January 28, 2021, before me, **KAT WILSON, NOTARY PUBLIC**,

personally appeared Barry Greenstein and Bryce Greenstein

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he~~/she/they executed the same in ~~his~~/her/their authorized capacity(ies), and that by ~~his~~/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of State of California that the foregoing paragraph is true and correct.



PLACE NOTARY SEAL ABOVE

WITNESS my hand and official seal.

SIGNATURE

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of attached document

Title or type of document: Non-collusion Affidavit


Document Date: Number of Pages:

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE

THE BIDDER'S EXECUTION OF THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATES, WHICH ARE A PART OF THIS PROPOSAL.

The bidder hereby certifies that the bidder and proposed subcontractor(s), if any, have or have not participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and supplemented by Department of Labor Regulations 41 CFR, Part 60, and that, where required, the bidder has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government Contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

NoHo Constructors
Name of Bidding Company

By 
Authorized Signature

President
Title (Typed)

1/28/2021
Date

CAMROSA WATER DISTRICT
ENGINEERING DEPARTMENT

BID TERMS AND CONDITIONS

FOR

PUMP STATION NO. 2 EMERGENCY STANDBY GENERATOR AND DIESEL FUEL
TANK AND WATER RECLAMATION FACILITY DIESEL FUEL TANK REPLACEMENT

SPECIFICATION NO. PS 20-06

BID TERMS AND CONDITIONS

Requirement to Meet All Bid Provisions - Each bidder shall meet all of the specifications and bid terms and conditions. By virtue of the bid submission, the bidder acknowledges agreement with and acceptance of all provisions of the specifications except as expressly qualified in the proposal. Non-substantial deviations may be considered provided that the bidder submits a full description, explanation of, and justification for the proposed deviations. Whether any proposed deviation is non-substantial will be determined by the District in its sole discretion.

License - In accordance with the provisions of California Public Contract Code Section 3300, the District has determined that the bidder shall possess a valid applicable class Contractor's License as specified in the Contract documents. Failure to possess the specified license at the time of bid submittal shall render the bid as non-responsive and shall act as a bar to award the Contract to any bidder not possessing said license.

Communications Regarding Bid - If a prospective bidder is in doubt as to the true meaning or intent of any part of the Contract documents, or discovers discrepancies or omissions, the bidder may submit questions to the District Engineer at terryc@camrosa.com. Any questions regarding membership or downloading should be directed to QuestCDN at (952) 233-1632 or info@questcdn.com. Interpretations or corrections of the Contract documents shall be made via the Q&A feature or by addendum duly issued by the District Engineer. A copy of such addendum shall be posted online through QuestCDN. The contractor shall be required to be registered with QuestCDN to obtain automatic electronic notifications. Such addendum shall be considered a part of and incorporated in the Contract documents.

All timely requests for information submitted in writing will receive a written response from the District. Telephone communications with District staff are not encouraged but will be permitted. However, any such verbal communication shall not be binding on the District.

Bidder's Bond Requirement - Bidders shall provide a properly executed bidder's bond (contained herein), cashier's check, or other bidder's security payable to the Camrosa Water District to accompany the proposal in the amount of ten percent (10%) of the total bid. The proceeds thereof will become the property of the District if the bidder fails to or refuses to execute the contract within ten (10) calendar days after the District has notified the bidder of intent to award the bid or within ten (10) calendar days after notice of the award has been sent by mail to the bidder, whichever occurs first. It is the Camrosa Water District Board of Directors' policy that the bid bond or other bidder's security will not be waived due to calculation errors made by the bidder. Additionally, the proceeds of the bidder's bond will become the property of the District if the bidder fails to or refuses to furnish satisfactory bonds or evidence of insurance required in the contract construction documents within ten (10) days after the bid has been awarded. The bond shall be sufficient and duly executed by a surety admitted to do business in the State of California. All bid bonds or substitutes therefore will be returned upon timely execution of the Contract and the filing of satisfactory insurance certifications and bonds by successful bidder.

Bid Submission - Each bid must be submitted on the form(s) provided in the proposal. The proposal shall be enclosed in an envelope, which shall be sealed and addressed to the District Engineer, Camrosa Water District, 7385 Santa Rosa Road, Camarillo, California 93012. In order

to guard against premature opening, the proposal shall be clearly labeled with the bid title, name of bidder, and date and time of bid opening. If the proposal is delivered to the District via express delivery, or other priority mail service, the above information must also be included on the outside shipment envelope.

Submission of One Bid Only - No individual, or business entity of any kind shall be allowed to make or file or to be interested in more than one bid, except an alternative bid when specifically requested. However, an individual who has quoted prices on materials to a bidder submitting a proposal is not thereby disqualified from quoting prices to other bidders submitting proposals.

Bid Withdrawal - A bidder may withdraw its proposal without prejudice prior to the time specified for the bid opening by submitting a written request to the Business Manager for its withdrawal. If this occurs, the proposal will be returned to the bidder unopened. No proposal received after the time specified or at any place other than the place stated in the Notice Inviting Bids will be considered. All bids will be opened and declared publicly. Bidders or their representatives are invited to be present at the opening of the bids.

Bid Quotes and Unit Price Extensions - The extensions of unit prices for the quantities indicated and the lump sum prices quoted by the bidder must be entered in figures in the spaces provided on the Bid Submission Form(s). The Bid Submission Form(s) must be totally completed. If the unit price and the total amount stated by any bidder for any item are not in agreement, the unit price alone will be considered as representing the bidder's intention and the total will be corrected to conform to the specified unit price.

Bid Retention and Award - The District reserves the right to retain all proposals for a period of sixty (60) days after the bid opening date for examination and comparison. The District also reserves the right to determine and waive nonsubstantial irregularities in any proposal, to reject any or all proposals, to reject one part of a proposal and accept the other, except to the extent that the proposals are qualified by specific limitations, and to make award to the lowest responsive and responsible bidder as the interest of the District may require.

Labor Actions - In the event that the successful bidder is experiencing a labor action at the time of the award of the bid (or if its suppliers or subcontractors are experiencing such a labor action), the District reserves the right to declare said bidder is no longer the lowest responsible bidder and may accept the next acceptable low bid from a bidder that is not experiencing a labor action and declare it to be the lowest responsible bidder.

Contract Requirement - The bidder to whom award is made, shall execute a written contract with the District within ten (10) calendar days after notice of the award has been sent by mail to the address given in the proposal or within ten (10) calendar days after receipt by bidder of oral communication of the intent to award, whichever occurs first. The Contract shall be made in the form adopted by the District and incorporated in these specifications. The bidder warrants that bidder possesses, or has arranged through subcontracts, all capital and other equipment, labor and materials to carry out and complete the work hereunder in compliance with all Federal, State, County, City and Special District Laws, Ordinances, and Regulations which are applicable; and further, bidder shall comply with all Federal, State, County, City and Special District Laws, Ordinances, and Regulations which are applicable.

Failure to Accept Contract – If, upon notification of intent to award the bid by the District, the bidder fails to enter into the Contract within the specified time period, the pending award will be annulled. Any bid security will be forfeited in accordance with these Bid Terms and Conditions if a bidder's bond or security is required. An award may be made to the next lowest responsive and responsible bidder who shall fulfill every term and condition of the bid.

Business Tax - The City of Camarillo and Ventura County Business Tax Ordinance requires that a Business Tax Receipt be obtained before any business, trade, profession, enterprise, establishment, occupation, or calling is conducted within the City or County. The amount of the tax is based on gross receipts resulting from business conducted in the City of Camarillo or unincorporated areas of the County and is required to be paid when business is conducted even though the principal location of the business may be outside of the City or County or a Business Tax Receipt has been issued to them by another agency. Issuance of a Business Tax Receipt is only evidence of the fact that the tax has been paid. It does not sanction or approve any activity not otherwise permitted. Verification that the bidder has a valid Business Tax Receipt will be obtained by the District prior to the execution of the Contract.

Faithful Performance Bond Requirement - The bidder to whom the Contract is awarded (Contractor) shall execute the Contract and furnish a surety bond in the amount of one hundred percent (100%) of the Contract bid price guaranteeing the faithful performance of the Contract. The bond shall remain in force for a period of one year after the date of recordation of Notice of Completion by District. The bond shall be sufficient and duly executed by a surety admitted to do business in the State of California.

Material Suppliers and Laborer Bond Requirement - The Contractor shall furnish a surety bond by an admitted surety in the amount of one hundred percent (100%) of the Contract bid price to secure the payment of claims for materials and labor provided by others in performing the work. The bond shall be sufficient and duly executed by a surety admitted to do business in the State of California.

Antitrust Claims - In accordance with Section 4552 of the Government Code, in submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act [Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code], arising from purchases of goods, materials or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

Prevailing Wages and Minority Group Skill Upgrade and Employment - Bidders are hereby notified that pursuant to the provisions of the California Labor Code the California Department of Industrial Relations has ascertained the general prevailing rate of per diem wages and the general prevailing rate for legal holiday and overtime work in the locality in which this work is to be performed for each craft, classification or type of worker needed to execute the contract. Such wage scale is set forth at length in a Schedule of Prevailing Rates of Wages that is on file at the California Department of Industrial Relations and is available at www.dir.ca.gov/DLSR/PWD/index.htm. The published prevailing wage rates that the Contractor shall pay are hereby incorporated in and made a part of these Bid Terms and Conditions.

The bidder to whom the Contract is awarded shall assist in locating, qualifying, hiring, and increasing the skills of minority group employees and applicants for employment, as set forth in Executive Orders 11246 and 11375.

Public Records Act - All information contained in the proposal is public information once opened unless it is bona fide trade secret information and is labeled as such. Any California Public Records Act request for information labeled as a trade secret shall be forwarded to the bidder for legal defense. Failure on the part of the bidder to promptly defend against any such request or action shall be deemed an unqualified waiver of the confidentiality of all trade secret information in the proposal.

Recycled Purchase Requirement - Bidders are hereby notified that pursuant to the provisions of Sections 22150–22154 of the California Public Contract Code the District is required to purchase recycled products as defined in Section 12200 of the same Code if the product fitness and quality are equal to the nonrecycled product and available at the same or a lesser total cost than nonrecycled items. Bidders shall offer products and prices to the District that meets these requirements.

CAMROSA WATER DISTRICT
ENGINEERING DEPARTMENT

PROPOSAL

FOR

PUMP STATION NO. 2 EMERGENCY STANDBY GENERATOR AND DIESEL FUEL
TANK AND WATER RECLAMATION FACILITY DIESEL FUEL TANK REPLACEMENT

SPECIFICATION NO. PS 20-06

ENGINEERING DEPARTMENT

PROPOSAL

FOR

PUMP STATION NO. 2 EMERGENCY STANDBY GENERATOR AND DIESEL FUEL
TANK AND WATER RECLAMATION FACILITY DIESEL FUEL TANK REPLACEMENT

Specification No.: PS 20-06

Bids to be Received on: January 28, 2021, at or before 2:00 p.m.

Completion Time: 150 Calendar Days

Liquidated Damages: \$500 Per Calendar Day

Number of Pages in Proposal: 17

CONTRACTOR

Name _____

Street Address _____

City _____ State _____ Zip Code _____

Telephone Number _____

Fax Number _____ (Optional)

The bid shall be balanced so that each bid item is priced to carry its share of the cost of the work and also its share of the contractor's overhead and profit. The District reserves the right to delete any bid item to the extent that the bid is qualified by specific limitation. An unbalanced bid shall be considered as grounds for rejecting the entire bid.

SUBMIT PAGES 13 THROUGH 29 FULLY EXECUTED WITH THIS PROPOSAL

LIST OF DOCUMENTS

TO BE SUBMITTED WITH PROPOSAL

FOR

PUMP STATION NO. 2 EMERGENCY STANDBY GENERATOR AND DIESEL FUEL
TANK AND WATER RECLAMATION FACILITY DIESEL FUEL TANK REPLACEMENT

SPECIFICATION NO. PS 20-06

| | |
|---|---------|
| Instructions for Signing Proposal, Bonds, and Contract..... | Page 15 |
| Contractor’s Proposal Statement..... | Page 16 |
| Proposed Schedule of Work and Prices | Page 17 |
| Bidder’s Bond to Accompany Proposal..... | Page 20 |
| Form to Accompany Bid Bond | Page 21 |
| Statement of Bidder’s Qualifications and References | Page 22 |
| Statement of Bidder’s Past Contract Disqualifications..... | Page 24 |
| Questionnaire Regarding Subcontractors | Page 25 |
| Bidder’s Statement of Subcontractors and Material Fabricators | Page 26 |
| Non-Collusion Affidavit | Page 27 |
| Equal Employment Opportunity Certificate | Page 28 |
| Title 49, Code of Federal Regulations Part 29 Debarment and Suspension Certification | Page 29 |

INSTRUCTIONS FOR SIGNING PROPOSAL, BONDS AND CONTRACT

Corporations

- a) Give name of Corporation.
- b) Signatures: President or Vice President and Secretary or Assistant Secretary.
- c) Affix corporate seal and notary's acknowledgment.
- d) Others may sign for the corporation if the District has been furnished a certified copy of a resolution of the corporate board of directors authorizing them to do so.

Partnerships

- a) Signatures: All members of partnership. One may sign if District has a copy of authorization.
- b) Affix notary's acknowledgment.

Joint Ventures

- a) Give the names of the joint venturers.
- b) Signatures: All joint venturers. One may sign if District has a copy of authorization.
- c) Affix notary's acknowledgment.

Individuals

- a) Signature: The individual.
- b) Affix notary's acknowledgment.
- c) Another may sign for the individual if the District has been furnished a notarized power-of-attorney authorizing the other person to sign.

Fictitious Names

- a) Show fictitious names.
- b) Satisfy all pertinent requirements shown above.

Bonds

- a) In addition to all pertinent requirements above, give signature of Attorney-in-fact and apply surety's seal and provide address and telephone number of said surety.

| |
|--|
| <p>PLEASE ADHERE TO THE APPLICABLE SIGNING INSTRUCTIONS</p> |
|--|

CONTRACTOR'S PROPOSAL STATEMENT

Camrosa Water District
Camarillo, California 93012

Pursuant to the foregoing Notice Inviting Bids, the undersigned declares that he/she has carefully examined the location of the proposed work, that he/she has examined the Plans and Specifications and read the accompanying instructions to bidders, and hereby proposes to furnish all materials and to do all the work required to complete such work in accordance with such Plans and Specifications for the prices set forth in this Proposal.

The undersigned has carefully checked all the figures in this Proposal and understands that District will not be responsible for any error or omission on the part of the undersigned in preparing this bid nor will District release the undersigned on account of such error or omission.

The undersigned swears or affirms under penalty of perjury that the information regarding the Contractor's License is true and correct.

The undersigned further agrees that in case of default in executing the required Contract within the applicable ten (10) calendar days or thereafter failing to provide the necessary bonds within ten (10) calendar days after the Contract has been fully executed, the proceeds of check or bond accompanying the bid shall become the property of the Camrosa Water District. Furthermore, the undersigned is advised and understands that it is a District policy that bids/bonds will not be waived due to calculation errors made by the bidder.

Licensed in accordance with an act providing for the registration of Contractor's License:

| No. | Class | Expiration | Date |
|-------|-------|------------|-------|
| _____ | _____ | _____ | _____ |
| No. | Class | Expiration | Date |
| _____ | _____ | _____ | _____ |

Names of Co-Partners or Corporate Officers and Titles: _____

| | |
|---------------------|-------|
| Signature of Bidder | Title |
|---------------------|-------|

| | |
|---------------------|-------|
| Signature of Bidder | Title |
|---------------------|-------|

| | |
|----------------------------|-------------------|
| Name of Contractor or Firm | Date of Submittal |
|----------------------------|-------------------|

Telephone: (____) _____

Address _____

| | |
|---|------------------------|
| Doing Business as: Individual / Partnership / Corporation | State of Incorporation |
|---|------------------------|

Federal Tax Identification Number: _____

ALL SIGNATURES MUST BE NOTARIZED
(Attach or Affix Executed Acknowledgment Form and Corporate Seal if Applicable)

PROPOSED SCHEDULE OF WORK AND PRICES

FOR

PUMP STATION NO. 2 EMERGENCY STANDBY GENERATOR AND DIESEL FUEL
TANK AND WATER RECLAMATION FACILITY DIESEL FUEL TANK REPLACEMENT

Notice to Bidders:

Schedule "A" is for the complete construction of the Water Reclamation Facility – Chemical
Tank and Feeder System Rehabilitation

1. complete and in place in accordance with the Contract Documents.

Bidders are required to bid on all Schedules.

| SCHEDULE "A" | | | | | | |
|---|--------------------------|--|-----------------|-------------|-------------------|--------------|
| EMERGENCY STANDBY GENERATOR & FUEL TANKS | | | | | | |
| Item No. | Payment Reference | Description | Quantity | Unit | Unit Price | Total |
| 1 | | Mobilization/Demobilization | 1 | LS | | |
| 2 | | Standby Generator, Combination Fuel Tank, ATS, Retaining Wall, and appurtenances at Pump Station No. 2 | 1 | LS | | |
| 3 | | Generator Fuel Tank Replacement at Water Reclamation Facility | 1 | LS | | |
| 4 | | Testing of All Systems | 1 | LS | | |

Total Schedule "A" \$ _____

Total Schedule "A": _____

(Amount Written in Words)

PROPOSED SCHEDULE OF WORK AND PRICES - Continued

| SCHEDULE "B" TERMINATION OF LIABILITY | | | | | | |
|--|--------------------------|--------------------------|-----------------|-------------|-------------------|--------------|
| Item No. | Payment Reference | Description | Quantity | Unit | Unit Price | Total |
| 1. | 709 | Termination of Liability | 1 | LS | \$1.00 | \$1.00 |

Total Schedule "B" \$1.00

| BID SUMMARY | |
|-----------------------------|----------|
| Schedule "A" + Schedule "B" | \$ _____ |

Total Bid Price: _____
 (Amount Written in Words)

Contractor's Name: _____

Contractor's Signature: _____

PROPOSED SCHEDULE OF WORK AND PRICES***ADDITIONS/DEDUCTIONS**

TOTAL AMOUNT BID \$ _____

| | <u>Schedule/Bid Item No.</u> | <u>New Total</u> | |
|----------------|----------------------------------|------------------|-----------|
| Addition for: | | \$ _____ | +\$ _____ |
| Addition for: | _____ | _____ | + _____ |
| Addition for: | _____ | _____ | + _____ |
| Deduction for: | _____ | _____ | - _____ |
| Deduction for: | _____ | _____ | - _____ |
| Deduction for: | _____ | _____ | - _____ |

Adjusted Total Bid Amount: \$ _____

Adjusted Total Bid Amount in Words: _____

**Sales Tax Adjustment (If Applicable): _____

- * Provisions are made for the bidder to include additions or deductions in price for bid item(s) to reflect last-minute adjustments in bidder's total bid amount. The bid item for which the addition or deduction in price is made shall be listed by the bidder as indicated above. The unit price for that item (if applicable) shall be adjusted by dividing the bid quantity into the new total amount as determined after adding or subtracting the amount listed by the Contractor for such item.
- ** Sales tax deduction entered on this line is the amount the bid is to be reduced in order to receive credit for purchases made in the City or County pursuant to Bid Terms and Conditions, Sales Tax Reimbursements.

The following addenda are acknowledged:

| | |
|---------------|-------------|
| <u>Number</u> | <u>Date</u> |
|---------------|-------------|

| | | |
|---|-------|-------|
| (Bidder must fill in number and date of each addendum or may enter the word "None" if appropriate.) | _____ | _____ |
| | _____ | _____ |
| | _____ | _____ |

I make this Proposal and certify under penalty of perjury that all the statements in this Proposal that I have signed are true and correct.

Contractor's Name Date_____
Contractor's Name Date_____
Signature and Title_____
Signature and Title

BIDDER'S BOND TO ACCOMPANY PROPOSAL
(in lieu of cash or cashier's check)

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____, as Principal, and _____
_____, as Surety, acknowledge ourselves jointly
and severally bound to the Camrosa Water District (District), the obligee, for ten percent (10%) of
the total bid, to be paid to said District if the Proposal shall be accepted and the Principal shall fail
to execute the Contract tendered by the District within the applicable time specified in the Bid
Terms and Conditions, or fails to furnish either the required Faithful Performance or Labor and
Material Bonds, or fails to furnish evidence of insurance as required in the Standard Specifications,
then this obligation shall become due and payable, and Surety shall pay to obligee, in case suit is
brought upon this bond in addition to the bond amount hereof, court costs and a reasonable
attorney's fee to be fixed by the court. If the Principal executes the Contract and furnishes the
required bonds and evidence of insurance as provided in the bid documents, this bond shall be
extinguished and released. It is hereby agreed that bid errors shall not constitute a defense to
forfeiture.

WITNESS our hands this _____ day of _____, 20__.

Contractor

By _____

Title _____

By _____

Title _____

Surety

By _____

Title _____

FORM TO ACCOMPANY BID BOND

STATE OF CALIFORNIA)
COUNTY OF) SS.
CITY OF)

On this _____ day of _____, 20__, before me, the undersigned, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared _____, known to be the _____ of _____ and the same person whose name is subscribed to the within instrument as the _____ of said _____, and the said _____ duly acknowledged to me that he/she subscribed the name of _____ thereto as Surety and his/her own name as _____.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for said
County and State aforesaid

If cashier's check is submitted herewith, state check number _____ and amount \$_____.

STATEMENT OF BIDDER'S QUALIFICATIONS AND REFERENCES

The bidder is required to state the bidder's financial ability and a general description of similar work performed.

Required qualifications: Bidders must hold a valid State of California Class A Contractor's License at the time the bid is submitted to the District, and must have satisfactorily completed at least three (3) Southern California municipal projects in the last three (3) years of comparable size to the scope of this project.

Number of years engaged in providing the work included within the scope of the specifications under the present business name: _____.

List and describe fully the last three (3) contracts performed by your firm, which demonstrate your ability to complete the work included within the scope of the specifications. Attach additional pages if required. The District reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1

Customer Name: _____
 Contact Individual: _____ Telephone: _____
 Address: _____
 Contract Amount: _____ Year: _____
 Description of Work Done: _____

Reference No. 2

Customer Name: _____
 Contact Individual: _____ Telephone: _____
 Address: _____
 Contract Amount: _____ Year: _____
 Description of Work Done: _____

Reference No. 3

Customer Name: _____
 Contact Individual: _____ Telephone: _____
 Address: _____
 Contract Amount: _____ Year: _____
 Description of Work Done: _____

Continued

STATEMENT OF BIDDER'S QUALIFICATIONS AND REFERENCES – Continued

STATE OF CALIFORNIA, COUNTY OF _____

I am the _____ of _____, the bidder herein. I have read the foregoing statement and know the contents thereof, and I certify that the same is true to my knowledge, except as to those matters which are therein stated upon my information or belief, and as to those matters, I believe it to be true.

Executed on _____, 20____, at _____,
California.

I declare, under penalty of perjury, that the foregoing is true and correct.

Signature of Bidder

Title

Signature of Bidder

Title

STATEMENT OF BIDDER'S PAST CONTRACT DISQUALIFICATIONS

Pursuant to Section 10162 of the Public Contract Code, the bidder shall state whether such bidder, or any officer or employee of such bidder who has a proprietary interest in such bidder, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or a safety regulation; and if so, explain the circumstances.

1. Do you have any disqualification, removal, etc., as described in the above paragraph to declare?

Yes _____ No _____

2. If yes, explain the circumstances.

Executed on _____, 20__, at _____,
California.

I declare, under penalty of perjury, that the foregoing is true and correct.

Signature(s) of Authorized Bidder

Signature(s) of Authorized Bidder

Title

Title

QUESTIONNAIRE REGARDING SUBCONTRACTORS

Bidder shall answer the following questions and submit with the Proposal.

1. Were bid depository or registry services used in obtaining subcontractor bid figures in order to compute your bid? Yes () No ()
2. If the answer to No. 1 is "yes," please forward a copy of the rules of each bid depository you used with this questionnaire.
3. Did you have any source of subcontractors' bids other than bid depositories? Yes () No ()
4. Has any person or group threatened you with subcontractor boycotts, union boycotts, or other sanctions to attempt to convince you to use the services or abide by the rules of one or more bid depositories. Yes () No ()
5. If the answer to No. 4 is "yes," please explain the following details:
 - (a) Date: _____
 - (b) Name of person or group: _____
 - (c) Job involved (if applicable): _____
 - (d) Nature of threats: _____
 - (e) Additional comments (use additional paper if necessary):

I declare, under penalty of perjury, that the foregoing is true and correct.

Dated this _____ day of _____, 20__.

Name of Company

By _____

Title

By _____

Title

**BIDDER'S STATEMENT OF SUBCONTRACTORS
AND MATERIAL FABRICATORS**

Without exception, the bidder is required to state the name and address of each subcontractor and the portion of the work which each will do as required by Section 2-3, "Subcontracts," of the Standard Specifications and in conformance with Public Contracts Code, Sections 4100 to 4113, inclusive.

Without limiting the generality of the foregoing, any contractor making a bid or offer to perform the work, shall set forth in the Proposal:

(a) The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent (0.5%) of the prime contractor's total bid; and

(b) The portion of the work, which will be done by each subcontractor. The prime contractor shall list only one subcontractor for each portion.

The undersigned submits herewith a list of subcontractors in conformance with the foregoing:

| <u>Name under Which Subcontractor is Licensed</u> | <u>License No. & Class</u> | <u>Business Address</u> | <u>Specific Description of Subcontract and Portion of the Work to be Done</u> |
|---|------------------------------------|-------------------------|---|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

| | | | |
|------------------------------|---------------|------------------------------|---------------|
| _____ Signature of Bidder | _____ Date | _____ Signature of Bidder | _____ Date |
|------------------------------|---------------|------------------------------|---------------|

| | |
|----------------|----------------|
| _____ Title | _____ Title |
|----------------|----------------|

| |
|---|
| ALL SIGNATURES MUST BE NOTARIZED (Attach or Affix Executed Acknowledgement Form) |
|---|

NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the Camrosa Water District
DISTRICT ENGINEERING

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106, the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder to any other bidder, or to fix any overhead, profit, or cost element of the bid price, or that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Name of Bidder

Name of Bidder

Signature of Bidder

Signature of Bidder

Address of Bidder

| |
|--|
| <p>ALL SIGNATURES MUST BE NOTARIZED (Attach or Affix Executed Acknowledgment Form)</p> |
|--|

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATE

THE BIDDER’S EXECUTION OF THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATES, WHICH ARE A PART OF THIS PROPOSAL.

The bidder hereby certifies that the bidder and proposed subcontractor(s), if any, have or have not participated in a previous contract or subcontract subject to the Equal Opportunity Clause, as required by Executive Orders 11246, entitled “Equal Employment Opportunity” as amended by Executive Order 11375, and supplemented by Department of Labor Regulations 41 CFR, Part 60, and that, where required, the bidder has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government Contracting or administering agency, or the former President’s Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Name of Bidding Company

By _____
Authorized Signature

Title (Typed)

Date

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

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

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;

has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against bidder by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

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

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

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

CAMROSA WATER DISTRICT

ENGINEERING DEPARTMENT

DOCUMENTS FOR EXECUTION BY SUCCESSFUL BIDDER

FOR

PUMP STATION NO. 2 EMERGENCY STANDBY GENERATOR AND DIESEL FUEL
TANK AND WATER RECLAMATION FACILITY DIESEL FUEL TANK REPLACEMENT

SPECIFICATION NO. PS 20-06

**LIST OF DOCUMENTS FOR
EXECUTION BY SUCCESSFUL BIDDER**

Contract.....Page 32

Bond for Faithful PerformancePage 38

Form to Accompany Bond For Faithful PerformancePage 40

Bond for Material Suppliers and Laborers.....Page 41

Form to Accompany Bond For Material Suppliers and Laborers.....Page 43

Worker’s Compensation Insurance CertificatePage 44

General Liability Special EndorsementPage 45

Automobile Liability Special Endorsement.....Page 46

CONTRACT BETWEEN THE CAMROSA WATER DISTRICT
AND _____ FOR
PUMP STATION NO. 2 EMERGENCY STANDBY GENERATOR AND DIESEL FUEL
TANK AND WATER RECLAMATION FACILITY DIESEL FUEL TANK REPLACEMENT

THIS CONTRACT is made and entered into in the City of Camarillo on this _____ day of _____, 20__, by and between the CAMROSA WATER DISTRICT, hereinafter referred to as DISTRICT, and _____, a _____, hereinafter referred to as CONTRACTOR. (*type of business entity*)

R E C I T A L S :

WHEREAS, on December 10, 2020, DISTRICT invited bids for Generator and Fuel Tanks Construction, per Specification No. PS 20-06; and

WHEREAS, pursuant to said invitation, CONTRACTOR submitted a Proposal which was accepted by DISTRICT for said project.

NOW, THEREFORE, in consideration of their mutual promises, obligations, and covenants hereinafter contained, the parties hereto agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are a part of this CONTRACT.

2. **Term.** The term of this CONTRACT shall be from the date this CONTRACT is made and entered, as first written above, and shall be completed no later than ninety (150) consecutive calendar days after the receipt of the Notice to Proceed.

3. **Incorporation By Reference.** Public Contract Code Section 22300, Specification No. PS 20-06, consisting of 105 pages, and all documents incorporated by reference therein, and CONTRACTOR'S Proposal are hereby incorporated by reference and made a part of this CONTRACT.

4. **Precedence of Contract Documents.** If there is a conflict between or among CONTRACT documents, the document highest in precedence shall control. The precedence shall be:

- | | |
|----------|---|
| First: | This Document consisting of six (6) pages excluding paragraph 3 |
| Second: | CONTRACTOR'S Proposal |
| Third: | Permits from other agencies as may be required by law |
| Fourth: | Special Provisions |
| Fifth: | Bid Terms and Conditions |
| Sixth: | Detailed Plans |
| Seventh: | Standard Plans |
| Eighth: | Standard Specifications Modifications |
| Ninth: | "Standard Specifications for Public Works Construction" (SSPWC) |

Tenth: Reference Specifications

Change orders, supplemental agreements, and approved revisions to plans and specifications become a part of item First.

5. **Obligations of the District.**

A. DISTRICT shall be obligated to pay CONTRACTOR based upon the actual DISTRICT-authorized quantities in place and the unit and/or lump sum prices bid by CONTRACTOR, including but not limited to all labor, material, and equipment, rather than the CONTRACT bid price.

B. DISTRICT shall make regular progress payments to CONTRACTOR within thirty (30) days after mutual concurrence with the unit quantities and/or lump sum items of work satisfactorily performed, subject to applicable retention requirements. In no event shall the total amount paid exceed the CONTRACT bid price of _____ Dollars (\$_____) unless otherwise agreed to by the parties in writing.

C. Upon receipt of an invoice for work performed to DISTRICT'S satisfaction, DISTRICT shall make progress payments within thirty (30) days of receipt of invoice. If the work is not performed satisfactorily or the invoice is defective, DISTRICT shall notify CONTRACTOR, in writing, of the reasons within seven (7) days of receipt of invoice. The intent of this Section is to comply with Public Contract Code Section 20104.50.

6. **Obligations of the Contractor.**

A. CONTRACTOR shall perform as required by this CONTRACT. CONTRACTOR also warrants on behalf of itself and all subcontractors engaged for the performance of this CONTRACT that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

B. The CONTRACTOR shall comply with Labor Code Section 1773.2 and Federal prevailing wage requirements and a copy of the general wage rate list shall be posted at each job site. CONTRACTOR shall obey all Federal, State, local and special district laws, ordinances and regulations. CONTRACTOR agrees to indemnify, defend, and hold DISTRICT harmless from any claim that prevailing wages should have been paid pursuant to this CONTRACT, including federal prevailing wage requirements under the Davis-Bacon Act, if applicable, and shall be liable for the payment of same and any penalties thereon.

7. **Audit.** DISTRICT shall have the option of inspecting and/or auditing all records and other written materials used by CONTRACTOR in preparing its statements to DISTRICT as a condition precedent to any payment to CONTRACTOR.

8. **Hold Harmless and Indemnification.** CONTRACTOR shall defend and provide legal defense with attorney(s) acceptable to DISTRICT, District, indemnify, and hold harmless DISTRICT, its agents, officials, officers, representatives, and employees, from and against all claims, lawsuits, liabilities, or damages of whatever nature arising out of or in connection with, or relating in any manner to any act or omission of CONTRACTOR, its agents, employees, and subcontractors, and employees thereof, pursuant to the performance or non-performance of this CONTRACT. CONTRACTOR shall thoroughly investigate any and all claims and indemnify DISTRICT and do whatever is necessary to protect DISTRICT, its agents, officials, officers, representatives, and employees as to any such claims, lawsuits, liabilities, expenses, or damages arising out of this CONTRACT.

9. **Amendments.** Any amendment, modification, or variation from the terms of this CONTRACT shall be in writing and shall be effective only upon mutual written approval by the Director of Public Works and CONTRACTOR.

10. **Anti-Discrimination.** In the performance of the terms of this CONTRACT, CONTRACTOR shall not engage in, nor permit subcontractors to engage in, discrimination in employment of persons because of the age, race, color, religious creed, sex, sexual orientation, national origin ancestry, physical disability, mental disability, medical condition, or marital status of such persons. Violation of this provision may result in the imposition of penalties referred to in Labor Code Section 1735.

11. **Termination.** If, during the term of this CONTRACT, DISTRICT determines that CONTRACTOR is not faithfully abiding by any term or condition contained herein, DISTRICT may notify CONTRACTOR in writing of such defect or failure to perform. The notice must give to the CONTRACTOR a ten (10) day period of time thereafter in which to perform said work or cure the deficiency. If CONTRACTOR has not performed the work or cured said deficiency within the ten (10) days specified in the notice, such failure shall constitute a breach of this CONTRACT, and DISTRICT may terminate this CONTRACT immediately by written notice to CONTRACTOR to said effect. Thereafter, neither party shall have any further duties, obligations, responsibilities, or rights under this CONTRACT except however, any and all obligations of CONTRACTOR'S surety shall remain in full force and effect, and shall not be extinguished, reduced, or in any manner waived by the termination hereof. In said event, CONTRACTOR shall be entitled to the reasonable value of its services performed from the beginning of the period in which the breach occurs up to the day it received DISTRICT'S Notice of Termination, minus any damages, including liquidated damages if so provided herein, occasioned by such breach. DISTRICT reserves the right to delay any such payment until completion or confirmed abandonment of the project, as may be determined in DISTRICT'S sole discretion, so as to permit a full and complete accounting of costs. In no event, however, shall CONTRACTOR be entitled to receive in excess of the compensation quoted in its bid.

12. **Insurance.** CONTRACTOR shall, prior to commencing performance hereunder, submit proof of all insurance coverage as required by the Specification or other document incorporated in and made a part of this CONTRACT.

13. **Complete Contract.** This CONTRACT shall constitute the complete CONTRACT between the parties hereto. No oral agreement, understanding, or representation not

reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral agreement, understanding, or representation be binding upon the parties hereto.

14. **Independent Contractor.** It is expressly understood between the parties to this CONTRACT that no employee/employer relationship is intended; CONTRACTOR is an independent contractor.

15. **Time of Performance.** Time is of the essence in this CONTRACT.

16. **Liquidated Damages.** Should CONTRACTOR fail to complete the project, or any part thereof, in the time agreed upon in the CONTRACT or within such extra time as may have been allowed for delays or extensions granted as provided in the CONTRACT, CONTRACTOR shall reimburse DISTRICT for the additional expense and damage for each calendar day that the CONTRACT remains uncompleted after the CONTRACT completion date. It is agreed that the amount of such additional expense and damage incurred by reason of failure to complete the CONTRACT is the per diem rate of Five Hundred Dollars (\$500.00) per calendar day. Such amounts are hereby agreed upon as liquidated damages for the loss to DISTRICT resulting from the failure of CONTRACTOR to complete the project within the allotted time and to the value of the operation of the works dependent thereon.

It is expressly understood and agreed that this amount is a reasonable amount and is established in lieu of damages, which are incapable of calculation at the inception hereof, and this amount is not to be considered in the nature of a penalty. DISTRICT shall have the right to deduct such damages from any amount due, or that may become due to CONTRACTOR, or the amount of such damages shall be due and collectible from CONTRACTOR or CONTRACTOR'S surety.

Progress payments made after the scheduled completion date shall not constitute a waiver of liquidated damages.

17. **Conflict of Interest.** Neither CONTRACTOR nor any employees, agents, or subcontractors of CONTRACTOR who will be assigned to this project, to the best of CONTRACTOR'S knowledge, own any property or interest in properties, business relationships, or sources of income which may be affected by the performance of this CONTRACT. Should one party hereto learn of any such interest, income source, or business relationship, such fact shall immediately be brought to the attention of the other party hereto. If the parties thereupon cannot mutually agree upon a means to eliminate the conflict, DISTRICT may terminate the CONTRACT immediately for non-performance pursuant to Section 11 herein.

18. **Successors and Assigns.** The terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, however, that no party hereto shall assign any of the benefits and burdens hereunder, whether voluntarily or by operation of law, without the prior written consent of the other party, and any such assignment without said consent shall be void.

19. **Authority to Execute Contract.** Both DISTRICT and CONTRACTOR do covenant that each individual executing this CONTRACT on behalf of each party is a person duly authorized and empowered to execute contracts for such party.

20. **Jurisdiction and Venue.** Jurisdiction is in the State of California and venue lies in Ventura County.

21. **Non-Appropriation of Funds.** Payments due and payable to CONTRACTOR for current services are within the current budget and within an available, unexhausted, and unencumbered appropriation of DISTRICT. In the event DISTRICT has not appropriated sufficient funds for payment of CONTRACT services beyond the current fiscal year, this CONTRACT shall cover only those costs incurred up to the conclusion of the current fiscal year.

22. **Notices.** All written notices required by or related to this CONTRACT shall be sent by Certified Mail, Return Receipt Requested, postage prepaid, and addressed as listed below. Neither party to this CONTRACT shall refuse to accept such mail; the parties to this CONTRACT shall promptly inform the other party of any change of address. All notices required by this CONTRACT are effective on the day of receipt, unless otherwise indicated herein. The mailing address of each party to this CONTRACT is as follows:

| | |
|----------|--|
| DISTRICT | Terry Curson, District Engineer Engineering Department 7385 Santa Rosa Road Camarillo, CA 93012 |
|----------|--|

| | |
|------------|-------|
| CONTRACTOR | _____ |
| | _____ |
| | _____ |
| | _____ |
| | _____ |

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

Camrosa Water District

By: _____
Tony Stafford
General Manager

(Name of contracting company)

By: _____

Title: _____

By: _____

Title: _____

**BOND FOR FAITHFUL PERFORMANCE
BOND NO.**

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____, hereinafter referred to as
"Contractor," as principal, and _____

_____,
hereinafter referred to as "Surety," are held and firmly bound unto the Camrosa Water District,
Camarillo, California, hereinafter referred to as "District" or "Obligee," in the sum of
_____ Dollars (\$_____), lawful money of the United States of
America, for the payment of which sum well and truly to be made, we bind ourselves, jointly and
severally, firmly by these presents.

The condition of the foregoing obligation is such that:

WHEREAS, Contractor has been awarded and is about to enter into the annexed Contract
with the Camrosa Water District for the Pump Station No. 2 Emergency Standby Generator and
Diesel Fuel Tank and Water Reclamation Facility Diesel Fuel Tank Replacement, Specification
No. PS 20-06, and is required by District to give this bond in connection with the execution of said
Contract.

NOW, THEREFORE, if Contractor shall well and truly do and perform all the covenants
and obligations of said Contract to be done and performed at the time and in the manner specified
herein, then this obligation shall be null and void one (1) year after the date of recordation of a
Notice of Completion by District of the completed work; otherwise it shall be and remain in full
force and effect, and Surety shall cause the Contract to be fully performed or to pay to Obligee the
cost of performing said Contract in an amount not exceeding the said sum above specified, and
shall also, in case suit is brought upon this bond, pay to Obligee court costs and a reasonable
attorney's fee, to be fixed by the court.

Continued

BOND FOR FAITHFUL PERFORMANCE - Continued

IT IS FURTHER PROVIDED, that any alterations in the work to be done or the material to be furnished shall not in any way release either Contractor or Surety, nor shall any extension of time granted under the provisions of the Contract release either Contractor or Surety, and notice of such alterations or extensions of the Contract is hereby waived by Surety.

WITNESS our hands this _____ day of _____, 20__.

Contractor

By _____

Title _____

By _____

Title _____

Surety

By _____

Title _____

FORM TO ACCOMPANY BOND FOR FAITHFUL PERFORMANCE

STATE OF CALIFORNIA)
COUNTY OF) SS.
CITY OF)

On this _____ day of _____, 20__, before me, the undersigned, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared _____, known to be the _____ of _____ and the same person whose name is subscribed to the within instrument as the _____ of said _____, and the said _____ duly acknowledged to me that he/she subscribed the name of _____ thereto as Surety and his/her own name as _____.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for said
County and State aforesaid

BOND FOR MATERIAL SUPPLIERS AND LABORERS

KNOW ALL PERSONS BY THESE PRESENTS:

That we, _____, hereinafter referred to as "Contractor," as principal, and _____

_____, hereinafter referred to as "Surety," are held and firmly bound unto the Camrosa Water District, Camarillo, California, hereinafter referred to as "District" or "Obligee," in the sum of _____ Dollars (\$_____), lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that:

WHEREAS, Contractor has been awarded and is about to enter into the annexed Contract with the Camrosa Water District for the Pump Station No. 2 Emergency Standby Generator and Diesel Fuel Tank and Water Reclamation Facility Diesel Fuel Tank Replacement Specification No. PS 20-06 and is required by District to give this bond in connection with the execution of said Contract.

NOW, THEREFORE, if Contractor in said Contract, or any subcontractor, fails to pay for any materials, provisions, or its other supplies or items used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, Surety will pay for the same in an amount not exceeding the sum specified above, and also, in case suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any and all persons named in Section 3181 of the Civil Code of the State of California.

Continued

BOND FOR MATERIAL SUPPLIERS AND LABORERS - Continued

IT IS FURTHER PROVIDED, that any alterations in the work to be done or the material to be furnished which may be made pursuant to the terms of said Contract shall not in any way release either Contractor or Surety, nor shall any extensions of time granted under the provisions of said Contract release either Contractor or Surety, and notice of such alterations or extensions of said Contract is hereby waived by Surety.

WITNESS our hands this _____ day of _____, 20__.

Contractor

By _____

Title _____

By _____

Title _____

Surety

By _____

Title _____

FORM TO ACCOMPANY BOND FOR MATERIAL SUPPLIERS AND LABORERS

STATE OF CALIFORNIA)
COUNTY OF) SS.
CITY OF)

On this _____ day of _____, 20__, before me, the undersigned, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared _____, known to be the _____ of _____ and the same person whose name is subscribed to the within instrument as the _____ of said _____, and the said _____ duly acknowledged to me that he/she subscribed the name of _____ thereto as Surety and his/her own name as _____.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public in and for said
County and State aforesaid

WORKERS' COMPENSATION INSURANCE CERTIFICATE

Sections 1860 and 1861 of the California Labor Code require every contractor to whom a public works contract is awarded to sign and file with the awarding body the following statement:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract."

By_____

Date: _____

Title_____

By_____

Date: _____

Title_____

CAMROSA WATER DISTRICT

ENGINEERING DEPARTMENT

STANDARD SPECIFICATIONS

FOR

PUMP STATION NO. 2 EMERGENCY STANDBY GENERATOR AND DIESEL FUEL
TANK AND WATER RECLAMATION FACILITY DIESEL FUEL TANK REPLACEMENT

SPECIFICATION NO. PS 20-06

CAMROSA WATER DISTRICT

STANDARD SPECIFICATIONS

0-1 **STANDARD SPECIFICATIONS**

Except as hereinafter provided, the provisions of the latest edition of the Standard Specifications for Public Works Construction (SSPWC), and all supplements thereto, prepared and promulgated by the Greenbook Committee of Public Works Standards Inc., formerly the Southern California Chapter of the American Public Works Association and the Associated General Contractors of America, and the following modifications thereto are established as the Standard Specifications for the District. They will be referred to in the Special Provisions as the "Standard Specifications."

0-2 **DELETIONS**

The following sections of the SSPWC are hereby deleted: 2-2, 2-5.2, 6-6.1, 6-9, 7-3, 7-4, 7-10, 9-3.3, 214, 307, 310-5.6.

0-3 **NUMBERING OF SECTIONS**

The numbering of sections and subsections in these modifications are compatible with the numbering in the SSPWC. The Special Provisions will be numbered as Sections 700 through 799.

The replacement sections of those sections deleted from the SSPWC shall have the same numbers as the sections they replaced.

0-4 **ADDITIONS**

The sections which follow either replace sections of like number in the SSPWC, which were deleted in Section 0-2 above, or add material not in the SSPWC.

SECTION 1 – TERMS, DEFINITIONS, ABBREVIATIONS AND SYMBOLS

1-2 **DEFINITIONS**

1-2.1 **Additional Definitions**

Acceptance – The formal written acceptance by the District of the completed project.

Addendum – A notice issued to all prospective bidders during the bidding period when the modification of the plans and/or specifications necessary to change, correct, clarify or further define any aspect of the work.

Agency/District – Camrosa Water District.

Approved Equal – or words of the like import refer to a material which has been approved by the District Engineer as similar and equal in all respects and acceptable for use in lieu

of the particular materials as specified herein. No "approved equal" material shall be used in any of the work unless approval to use same is first obtained in writing from the District Engineer. The District reserves the right to reject any and all materials, either before or after installation that are not as specified or approved by the District Engineer in writing. In all cases where propriety articles are specified, it is the intent of these specifications to permit the use of approved equals, unless specifically prohibited. Requests for "approved equal" status for proposed substitutions shall be submitted within fifteen (15) days after the award of the Contract. Such requests shall include substantiating data and the proposed credit to the Contract price for the use of such substitution, should it be approved.

Approved, Required, Directed – or words of similar import, refer to and indicate that the work or materials shall be "approved," "required," or "directed" by the Camrosa Water District or its duly authorized representative.

Bid – That document included in the Proposal setting forth the performance prices for the work.

Board of Directors – The body constituting the awarding authority of the District.

Department – Engineering Department of Camrosa Water District.

Due Notice – A written notification, given in due time, of a proposed action where such notification is required by the Contract to be given a specified interval of time (usually 48-hours or two working days) prior to the commencement of the contemplated action. Notifications may be from District to Contractor or from Contractor to District.

Engineer – The District Engineer of the Camrosa Water District.

Laboratory - Any laboratory of a public agency or any recognized commercial testing laboratory approved by the District.

Prompt – The briefest interval of time required for a considered reply, including the time required for approval by a governing body.

Proposal – Includes all those documents, which must be submitted by bidder in order to be awarded the Contract.

1-3 ABBREVIATIONS

1-3.3.1 Institutions

| | |
|------|---|
| AAN | American Association of Nurserymen |
| ACI | American Concrete Institute |
| AGC | Associated General Contractors of America |
| AISC | American Institute of Steel Construction |
| APCD | Air Pollution Control District |
| APWA | American Public Works Association |

| | |
|----------|---|
| ASA | American Standards Association |
| ASME | American Society of Mechanical Engineers |
| ASTM | American Society of Testing and Materials |
| AWWA | American Water Works Association |
| CAL-OSHA | California Occupational Safety & Health Administration |
| CITY | City of Camarillo |
| CRSI | Concrete Reinforcing Steel Institute |
| DISTRICT | Camrosa Water District |
| IEEE | Institute of Electric and Electronic Engineer |
| NEC | National Electrical Code |
| NFPA | National Fire Protection Association |
| RSRPD | Rancho Simi Recreation and Parks District |
| SSPWC | Standard Specifications for Public Works Construction, latest edition, prepared by the Greenbook Committee of Public Works Standards, Inc., formerly the Southern California Chapters of AGC and APWA |
| SSS | State of California, Department of Transportation, Standard Specifications, latest edition |
| VCFCDD | Ventura County Flood Control District |
| VCTC | Ventura County Transportation Commission |

SECTION 2 – SCOPE AND CONTROL OF THE WORK

2-2 CONTRACT ASSIGNMENT

The bidder shall not in whole or in part, assign, transfer, convey, or otherwise dispose of the Contract, or its right, title or interest, or its power to execute such a contract to any individual or business entity of any kind without the previous written consent of the District.

2-5 PLANS AND SPECIFICATIONS

2-5.1.1 Accuracy of Specifications

The specifications and the plans for this project are believed by the District to be accurate and to contain no misrepresentation or any concealment of any material fact. Bidders are cautioned to undertake an independent analysis of any materials, test data and results, if any, in the specifications. District does not guarantee the accuracy of any interpretations of test data and results contained in the specifications. Bidder and all subcontractors named in the Proposal shall bear sole responsibility for bid errors resulting from misstatements or omissions in the plans and specifications which would have been ascertained by examining either the project site or the test data and results, if any, in the District's possession.

Although the effect of ambiguities or defects in the plans and specifications will be as determined by law, any patent ambiguity or defect shall give rise to a duty of the bidder to inquire prior to bid submission. Failure to so inquire shall cause any such ambiguity to be construed against the bidder and/or a waiver of any defect by the bidder.

An ambiguity or defect shall be considered patent if it is of such a nature that the bidder assuming reasonable skill, ability, and diligence, knew or should have known of the existence of the ambiguity or defect. Furthermore, failure of the bidder or subcontractors to notify District in writing of bid specifications or plans defects or ambiguities prior to bid submission shall waive any right to assert said defects or ambiguities subsequent to submission of the bid.

To the extent that these specifications constitute performance specifications, the District shall not be liable for costs incurred by the successful bidder to achieve the project's objective or standard beyond the amounts provided therefor in the bid.

In the event that any dispute arises after awarding the bid as a result of any actual or alleged ambiguity or defect in the plans and/or specifications, or over any other matter whatsoever, Contractor shall immediately notify District in writing. Contractor and all subcontractors shall continue to perform whether or not the ambiguity or defect is major, material, minor, or trivial, and whether or not a change order, time extension, or additional compensation has been granted by the District. Failure to provide such written notice within one working day of Contractor becoming aware of the facts giving rise to the dispute shall constitute a waiver of the right to assert the causative role of the defect or ambiguity in the plans or specifications concerning the dispute.

2-5.4 Bidders Required to Make Investigations

Bidders are required to make their own investigations and their own estimates of the site. It is not intended nor to be inferred that the specifications are or constitute any representation of warranty, express or implied, by the Camrosa Water District or any officer or employee, thereof, that any conditions which may seem to be indicated by the specifications actually exist or are to be relied upon either with reference to site or subsoil conditions, the presence or absence of groundwater, or otherwise. The bidder to whom this Contract is awarded covenants and agrees by execution of the Contract that the specifications do not constitute any warranty or representation, express or implied, respecting actual conditions which will be encountered by the Contractor in performance of the Contract and that the Contractor cannot and does not rely thereon and shall not be relieved of liability under the Contract. Neither the District nor any officer or employee thereof shall be liable to the Contractor as a result of any difference or variance between conditions suggested or seemingly indicated by the specifications of the work or otherwise. It is the overriding purpose and intent of the parties that the Contractor assumes all risks in connection with performance of the work in accordance with the Contract documents regardless of any such difference or variance. The Contractor forever and irrevocably waives, relinquishes, and releases any claims, rights, demands, damages, actions, and causes of action in connection therewith against the Camrosa Water District and its officers and employees.

2-5.5 Additional Investigations Required

Prior to bid submittal, the bidder must perform an independent site investigation and by the bid represents that the bidder has accomplished and is satisfied as to the result of the

investigation required under these Bid Terms and Conditions. In addition thereto, the bidder has investigated all other general and local conditions pertaining to the work to be performed, the site of the work and adjacent and nearby areas, including, but not limited to, those relating to transportation, the disposal, handling and storage of materials, availability of labor, water, electrical power, road and uncertainties of weather, all other physical conditions at and near the site of the work to be performed by the contractor, including the conformation and conditions of the ground, and the character of equipment and facilities needed prior to and during prosecution of the work. The bidder to whom this Contract is awarded covenants and agrees by execution of the Contract that the Contractor neither has nor shall have any claim, demand, action, or cause of action against the Camrosa Water District, or any officer or employee thereof, on account of or in respect to any such conditions, whether or not the same are ascertained or known by the Contractor. It is the sole responsibility of the Contractor to estimate properly the difficulties to be encountered in providing necessary labor, quantities of material, and the cost of successfully performing the Contractor's work in conformity with the Contract documents. Neither the Camrosa Water District nor any officer or employee thereof shall be responsible to the Contractor, nor shall any claim, demand, action or cause of action exist or arise in favor of the Contractor, on account of any oral statement or alleged representation made by the Camrosa Water District, or any officer or employee thereof, in respect to any of the foregoing matters.

SECTION 5 – UTILITIES

5-7 SCOPE OF WORK

Work shall conform to the provisions in Section 5 of the SSPWC. Manhole covers, water valve covers and grates of existing facilities will be adjusted to grade by the respective utility companies if such facilities are not included in the Contract. The Contractor shall cover grates with material suitable for preventing any paving material from passing through the grate. The Contractor shall mark the location of all existing covers by inscribing a cross in the new pavement or overlay. The cross mark shall be clear and legible after final rolling.

The Contractor shall remove extraneous material from the interior and exterior of manholes, valve boxes, storm drains, gutters, or other facilities. Covers, which are partially exposed, shall be cleaned to the satisfaction of the Engineer.

Immediately prior to placing asphalt emulsion, the Contractor shall wrap all utility covers in a three (3) mm plastic bag. The Contractor shall take care not to allow asphalt emulsion to run onto the covers. Diesel fuel application to the covers will not be allowed.

The Contractor shall contact the respective utility companies and other agencies listed below forty-eight (48) hours prior to starting any work on each road by which those companies are affected. To ensure that all utility companies are aware of the proposed work, the Contractor shall notify the Underground Service Alert Office (South USA) by calling 1-800-422-4133 at least two (2) working days prior to the start of any resurfacing work.

If the Contractor, while performing work pursuant to the Contract, discovers utility facilities not identified correctly or omitted in the Plans or Specifications by the District, the Contractor shall immediately notify the District and utility owner in writing.

Payment for costs incurred in protecting utility vaults, manholes, valve boxes, including the requirements pursuant to this section, shall be included in the prices bid for other items of work and no additional compensation will be allowed therefor.

UTILITY/AGENCIES TELEPHONE CONTACT LIST

CITY ENGINEER
(805) 583-6786

TIME WARNER
(805) 477-4439

TRAFFIC ENGINEER
(805) 583-6786

AT&T TELEPHONE
(805) 583-6640

CITY POLICE DEPARTMENT
(805) 583-6950

EQUILON CORPORATION
(310) 816-2063

CALIFORNIA HIGHWAY PATROL
(805) 654-4710 (4571)

CONOCO-PHILLIPS
(805) 525-6312

VENTURA COUNTY SHERIFF
(805) 494-8200

UNDERGROUND SERVICE ALERT
1-800-422-4133 OR 811

SIMI VALLEY TRANSIT DIVISION
(805) 583-6456

SOUTHERN PACIFIC TRANSPORTATION CO.
(800) 336-9193

CAMROSA WATER DISTRICT
(805) 482-8063

VENTURA COUNTY FIRE DEPARTMENT
(805) 389-9738, ext. 1

CALLEGUAS MUNICIPAL WATER DISTRICT
(805) 526-9323

U.S. POST OFFICE
(805) 526-9189 OR (800) 275-8777

EDISON INTERNATIONAL COMPANY
(805) 494-7066

AMERICAN RUBBISH/GI RUBBISH
(805) 522-9400 EXT. 4360

SOUTHERN CALIFORNIA GAS CO.
(818) 701-3468

ANDERSON RUBBISH
(805) 520-6656

MED TRANS AMBULANCE
(805) 495-4666

VERIZON
800-624-9675

QWEST
800-283-4237

SECTION 6 - PROSECUTION, PROGRESS, AND ACCEPTANCE OF THE WORK

6-3.3 Temporary Suspension of Work

If suspension of work is ordered, Contractor shall do all the work necessary to provide a safe, smooth, and unobstructed passageway through the construction for use by public traffic during the period of such suspension. In the event that the Contractor fails to perform the work above specified, the District will perform such work and the cost thereof will be deducted from monies due or to become due the Contractor.

If the Engineer orders a suspension of all of the work or a portion of the work, due to unsuitable weather or to such other conditions as are considered unfavorable to the suitable prosecution of the work, the days on which the suspension is in effect shall not be considered working days.

If a portion of work at the time of such suspension is not a current controlling operation or operations, but subsequently does become the current controlling operation or operations, the determination of working days will be made on the basis of the then current controlling operation or operations.

If a suspension of work is ordered by the Engineer due to the failure on the part of the Contractor to carry out orders given or to perform any provision of the Contract, the days on which the suspension order is in effect shall be considered working days if such days are working days.

6-6.1 Work Delay

If the Contractor is obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of the District, or by strikes, or by fire, earthquake, or any other act of God, or by the inability to obtain materials, equipment, or labor due to Federal Government restrictions arising out of defense or war programs, then the time of completion may, at the District's sole option, be extended for such periods as may be agreed upon by the District and the Contractor.

6-8.1 No Waiver of Legal Rights

The District shall not be precluded or be stopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment therefor from showing the true amount and character of the work performed and materials furnished by the Contractor, nor from showing that any such measurement, estimate, or certificate is untrue or is incorrectly made, nor that the work or materials do not in fact conform to the Contract.

The District shall not be precluded or stopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor or Surety, or both, for such damage as it may sustain by reason of the Contractor's failure to comply with the terms of the Contract.

Neither the acceptance by the Engineer or by the Engineer's representative nor any payment for or acceptance of the whole or any part of the work, nor any extension of time, nor any possession taken by the Engineer shall operate as a waiver of any portion of the Contract or of any power herein reserved or of any right to damages.

A waiver of any breach of the Contract shall not be held to be a continuing waiver or a waiver of any other or subsequent breach.

6-8.2 Non-Complying Work

Neither the final payment nor any provision in the Contract documents, nor partial or entire occupancy of the premises by the District, nor recordation of Notice of Completion by District shall constitute an acceptance of work not done in accordance with the Contract documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship.

SECTION 7 - RESPONSIBILITIES OF THE CONTRACTOR

7-2.2.1 Labor Laws

Labor Code Concerning Forfeiture for Worker Required to Work Excess Hours

As provided in Section 1810 of the Labor Code, eight (8) hours shall constitute a legal day's work, and as required by Section 1813 of the Labor Code, the Contractor shall, as a penalty, forfeit to the District Twenty-Five Dollars (\$25.00) for each worker employed in the execution of the Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day or forty (40) hours in any one (1) calendar week.

Exception: Pursuant to Labor Code Section 1815, work performed by employees of the Contractor and subcontractors in excess of eight (8) hours per day or 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.

Labor Code Concerning Forfeiture for Paying Less than Prevailing Wage Rate

The Contractor shall comply with Division 2, Part 7, Chapter 1 of the California Labor Code and shall pay prevailing wage rates. In accordance with Section 1775 and subsequent amendments of the Labor Code, the Contractor shall forfeit as a penalty to the Camrosa Water District, not more than Fifty Dollars (\$50.00) 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 the Contractor or by any subcontractor in violation of the provisions of said California Labor Code. In addition to said penalty and pursuant to the said Section 1775 and subsequent amendments, the difference between the 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. Any sums forfeited under the provisions of this section will be deducted from the payments under this Contract by the Camrosa Water District.

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"A contractor shall not discriminate in the employment of persons upon public works on any basis listed in Subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as provided in Section 19240 of the Government Code. Every contractor for public works who violates this section is subject to all the penalties imposed for a violation of this chapter."

Attention is also directed to the requirements of the California Fair Employment and Housing Act (Government Code Sections 12900 through 12996 - Stat. 1980, Chapter 992), to the regulations promulgated by the Fair Employment and Housing Commission to implement said Act, and to the nondiscrimination, affirmative action and equal employment opportunity requirements of these Specifications.

The Contractor or subcontractor shall comply with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in the Department of Labor regulations (29 CFR, Part 3). This act provides that each Contractor or subcontractor shall not induce, by any means, any person employed in the construction, completion, or repair of public works, to give up any part of the compensation due that person. Any suspected or reported violation will be reported to the appropriate Federal Agency for proper action.

Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor.

The Contractor shall comply with the General Prevailing Wage determination made by the Director of Industrial Relations, pursuant to California Labor Code, Division 2, Part 7, Chapter 1, Article 2.

Section 1777.5 requires the Contractor and subcontractors employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which committee administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the hourly non-overtime ratio of apprentices to journeymen that will be used in the performance of the Contract; except for Land Surveyors in which case the ratio shall be not less than one (1) apprentice for each five (5) journeyman. The hourly non-overtime ratio of apprentices to journeymen in such cases shall not be less than one (1) to five (5), if practicable, except:

- a) When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of fifteen percent (15%) in the ninety (90) days prior to the request for certificate; or
- b) When the number of apprentices in training in the area exceeds a ratio of one (1) to five (5); or
- c) When the trade can show that it is replacing at least one-thirtieth (1/30th) of its membership through apprenticeship training on an annual basis state-wide or locally; or
- d) If assignment of an apprentice to any work performed under a public works contract would create a condition which would jeopardize his/her life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman; or
- e) When contracts of general contractors or specialty contractors not bidding for work through a general or prime contractor when the contracts involve less than Thirty Thousand Dollars (\$30,000).

The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if the Contractor employs registered apprentices or journeymen in any apprenticeable trade on the Contract and if subcontractors on the public works site are making such contributions.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

7-3 LIABILITY INSURANCE

Insurance - The Contractor shall meet the following provisions (Sections 1 through 7) relating to insurance coverage:

1. General Conditions - Without limiting the Contractor's indemnification of District, Contractor shall provide and maintain at its own expense the insurance listed under Section 7 (Evidence of Coverage) covering its operations, subject to the following conditions:
 - a) The District and its boards, officers, agents, and employees shall be included as additional insureds in all liability insurance policies and endorsements thereto except for workers' compensation and professional errors and omissions. The District shall be named loss payee as its interest may appear in all property insurance.

- b) In carrying out his/her 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 applicable federal, state and local statutory and regulatory requirements including California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act. Safety precautions, as applicable, shall include but shall not be limited to: adequate life protection and lifesaving equipment; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection, and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses; and adequate facilities for the proper inspection and maintenance of all safety measures.
- c) The Contractor shall be responsible for the safeguarding of all utilities. At least two working days before beginning work, the Contractor shall call the Underground Service Alert (USA) in order to determine the location of sub-structures. The Contractor shall immediately notify Camrosa and the utility owner if he/she disturbs, disconnects, or damages any utility.
- d) In accordance with Section 6705 of the California Labor Code, the Contractor shall submit to the Camrosa specific plans to show details of provisions for worker protection from caving ground during excavations of trenches of five feet or more in depth. The excavation/trench safety plan shall be submitted to and accepted by the Camrosa prior to starting excavation. The trench safety plan shall have details showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground. If such a plan varies from the shoring system standards established by the Construction Safety Orders of the California Department of Industrial Relations (Cal/OSHA), the plan shall be prepared by a California registered civil or structural engineer. As part of the plan, a note shall be included stating that the registered civil or structural engineer certifies that the plan complies with the Cal/OSHA Construction Safety Orders, or that the registered civil or structural engineer certifies that the plan is not less effective than the shoring, bracing, sloping or other provisions of the Safety Orders. In no event shall the Contractor use a shoring, sloping, or protective system less effective than that required by said Construction Safety Orders. Submission of this plan in no way relieves the Contractor of the requirement to maintain safety in all areas. If excavations or trench work requiring a Cal/OSHA permit are to be undertaken, the Contractor shall submit his/her permit with the excavation/trench work safety plan to the Camrosa before work begins.
- e) Any deductible or self-insured retention must be declared to and approved by the Camrosa. At the option of Camrosa, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.

- f) Insurance is to be placed with insurers having a current A.M. Best rating of no less than A:VII or equivalent or as otherwise approved by Camrosa.
 - g) In the event that the Contractor employs other contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above.
 - h) The Contractor shall provide and maintain builder's risk insurance (or installation floater) covering all risks of direct physical loss, damage or destruction to the work in the amount specified in this section, to insure against such losses until final acceptance of the work by Camrosa. Such insurance shall insure at least against the perils of fire and extended coverage, theft, vandalism and malicious mischief, and collapse. Camrosa, its directors, officers, employees, and authorized volunteers shall be named insured on any such policy. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for Camrosa or be construed as relieving the Contractor or their subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by Camrosa.
 - i) Such insurance shall be primary with respect to any insurance maintained by District and shall not call on District's insurance for contributions.
 - j) With respect to the interests of the District, the Contractor's insurance shall not be canceled nor reduced in coverage or limits until after thirty (30) days written notice shall have been sent by certified mail, return receipt requested, to the District, 7385 Santa Rosa Road, Camarillo, California 93012, and shall contain an unequivocal clause so stating.
 - k) A District approved endorsement or certified copy of insurance policies providing coverage shall be submitted to and approved by the District's Business Manager prior to commencement of any work or tenancy. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03 or ISO CG 25 04 endorsement provided to Camrosa or the general aggregate limit shall be twice the required occurrence limit.
2. Workers' Compensation - The Contractor shall procure and maintain during the life of the contract workers' compensation insurance or a valid certificate of consent to self-insure for all its employees engaged on or at the site of the project. In case any of the work is sublet, the Contractor shall require all subcontractors to similarly provide workers' compensation insurance for all the latter's employees unless such employees are covered by protection afforded by workers' compensation insurance carried by the Contractor.

The Contractor and all sub-contractors shall insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the construction site, in accordance with the

"Workers' Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The Contractor shall provide employer's liability insurance with limits of no less than \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.

By submitting a bid pursuant to these specifications, Contractor hereby certifies that it is aware of the provisions of Section 3700 et seq., of the Labor Code which require every employer to be insured against liability for Workers' Compensation.

3. Aggregate Limits/Blanket Coverage - If any of the required insurance coverage contain aggregate limits or apply to other operations or tenancy of the Contractor outside these specifications, Contractor shall give District prompt, written notice of any incident, occurrence, claim, settlement or judgment against that insurance which may diminish the protection that such insurance affords the District. Contractor shall further take immediate steps restoring such aggregate limits or shall provide other insurance protection for such aggregate limits.
4. Modification of Coverage - The District reserves the right at any time during the term of any contract executed with the Contractor pursuant to these specifications (Contract) to change the amounts and types of insurance required hereunder by giving Contractor ninety (90) days written notice. If such change results in a premium increase in excess of ten percent (10%) to Contractor, District agrees to negotiate additional compensation proportional to the increased benefit to the District.
5. Failure to Procure or Maintain Insurance - Contractor's failure to procure or maintain required insurance program shall constitute a material breach of contract under which the District may immediately terminate the Contract or, at its discretion, procure or renew such insurance to protect the District's interests and pay any and all premiums in connection therewith, and recover all monies so paid from Contractor, or deduct all monies so paid from payments due Contractor.
6. Underlying Insurance - Contractor shall be responsible for requiring indemnification from its employees receiving mileage allowance, consultants, agents, and subcontractors, if any, to protect the District's interests and shall be responsible for ensuring that such persons comply with any applicable insurance statutes. Contractor is encouraged to seek professional advice in this regard.
7. Evidence of Coverage - Evidence of coverage (as checked below) having as a minimum the limits shown must be submitted and approved prior to commencement of work or any tenancy. Amounts shown are Combined Single Limit (CSL). Split limits may be substituted if the total per occurrence equals or exceeds the CSL amount.

| <u>Description</u> | <u>Limits</u> |
|--------------------------------|---------------|
| <u>X</u> Workers' Compensation | Statutory |
| (X) Employer's Liability | \$1,000,000 |

(X) Waiver of Subrogation

X General Liability (must be written on an Occurrence Form) \$5,000,000 CSL

(X) Premises and Operations
(X) Contractual Liability
(X) Independent Contractors
(X) Products/Completed Operations
(X) Broad Form Property Damage
(X) Personal Injury
(X) Broad Form Liability Endorsement
(X) Explosion Hazard
(X) Collapse/Underground Hazard

X Automobile Liability (must be written on an Occurrence Form) \$2,000,000 CSL

(X) Owned Automobiles
(X) Nonowned/Hired Automobiles
() Garagekeeper's Legal Liability

X Property Insurance Value of Structure
(X) All Risk Coverage

7-4 HOLD HARMLESS

1. To the fullest extent permitted by law, Contractor shall indemnify and hold harmless and defend Camrosa, its directors, officers, employees, or authorized 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 or nature whatsoever for, but not limited to, injury to or death of any person including Camrosa and/or Contractor, or any directors, officers, employees, or authorized volunteers of Camrosa or Contractor, and damages to or destruction of property of any person, including but not limited to, Camrosa and/or Contractor or their directors, officers, employees, or authorized 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 Camrosa or its directors, officers, employees, or authorized volunteers, except the sole negligence or willful misconduct or active negligence of Camrosa or its directors, officers, employees, or authorized 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,

- c. Any and all losses, expenses, damages (including damages to the work itself), attorneys' fees, and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the work and all of the Contractor's obligations under the agreement. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by the indemnified parties in any lawsuit to which they are a party
2. 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 Camrosa or its directors, officers, employees, or authorized volunteers.
3. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against Camrosa or its directors, officers, employees, or authorized volunteers, in any and all such suits, actions, or other legal proceedings.
4. Contractor shall reimburse Camrosa or its directors, officers, employees, or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
5. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the Camrosa, or its directors, officers, employees, or authorized volunteers

7-5 PERMITS

7-5.1 County of Ventura Encroachment Permit

A County of Ventura Encroachment Permit may be required to work within public right-of-way and will be issued at no cost to the Contractor. ~~The expected form of the County of Ventura Encroachment Permit may be found in Appendix C.~~ The Contractor shall adhere to all of the requirements of the issued encroachment permit. Where there are differences between the encroachment permit requirements and requirements otherwise specified in the Specifications, the stricter of the two shall apply unless otherwise allowed by the Owner in writing.

7-5.2 Caltrans Encroachment Permit

When work is proposed within State of California Department of Transportation right-of-way, the District will obtain an Encroachment Permit. However, after contract award, the Contractor shall obtain and pay for an Encroachment Permit Rider at the State of California Department of Transportation, Permit Section, 120 S. Spring Street, Los Angeles, CA 90012. The Contractor will need to show evidence of possessing bonding that meets the requirements of the State of California Department of Transportation. Such bonding costs will be at Contractor's expense.

7-5.3 Other Encroachment Permits

When work occurs in the right-of-way of other entities, the Contractor shall obtain and pay, as required, for an encroachment permit from that entity.

7-6 PROJECT SITE MAINTENANCE

7-6.2.1 Additional Air Pollution Control Requirement

The Contractor shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 7401 et. seq.) as amended. Violations will be reported to the appropriate authorities.

7-6.8 Sound Control Requirements

The Contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the Contract.

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

The noise level from the Contractor's operations, between the hours of 9:00 p.m. and 7:00 a.m., shall not exceed a maximum of fifty (50) dba at a distance of fifty (50) feet from the source. This requirement in no way relieves the Contractor from responsibility for complying with local ordinances regulating the noise level.

Said noise level requirement shall apply to all equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

7-7 PAYROLL RECORDS

7-7.1 Payroll Documentation

The Contractor's attention is directed to the following provisions of Labor Code Section 1776. The Contractor shall be responsible for compliance with these provisions, including compliance by subcontractors.

- (a) The Contractor and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, and straight time and overtime hours worked each day and week, and the actual per diem wages paid to

each journeyman, apprentice, worker, or other employee employed in connection with the public work.

- (b) The payroll records required under subsection (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:
 - (1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or authorized representative on request.
 - (2) A certified copy of all payroll records required in subsection (a) shall be made available for inspection or furnished upon request to a representative of the City, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations.
 - (3) A certified copy of all payroll records required in subsection (a) or copies thereof shall be made available upon request to the public for inspection. However, a request by the public shall be made through the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to subsection (2), the requesting party shall, prior to being provided the records, reimburse the Contractor, subcontractor, or the entity through which the request was made, the costs of preparation of the requested documents. The public shall not be given access to such records at the principal office of the Contractor.
- (c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the sample information as the forms provided by the Division.
- (d) The Contractor shall file a certified copy of the records required in subsection (a) with the entity that requested such records within ten (10) days after receipt of a written request.
- (e) Any copy of records made available for inspection and furnished upon request to the public or any public agency by the District, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor awarded the Contract or performing the Contract shall not be marked or obliterated.
- (f) The Contractor shall inform the District of the location of the records required under subsection (a), including the street address, city, and county, and shall, within five (5) working days, provide the District a notice of a change of location and address.
- (g) In the event of noncompliance with the requirements of this section, the Contractor shall have ten (10) calendar days in which to comply with this section. Should noncompliance still exist after such ten (10) day period, the Contractor shall, as a

penalty to the state or political subdivision on whose behalf the Contract is made or awarded, forfeit Twenty-Five Dollars (\$25.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

LIST OF APPENDICES

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APPENDIX B

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APPENDIX C

VCAPCD & Fire Department Permit Conditions..... Page 70

APPENDIX A

Release on Contract

RELEASE ON CONTRACT

PROJECT NAME: Pump Station No. 2 Emergency Standby Generator and Diesel Fuel Tank and Water Reclamation Facility Diesel Fuel Tank Replacement

SPECIFICATION NO.: PS 20-06

WHEREAS, by the terms of the Contract dated _____, entered into by the Camrosa Water District and the undersigned, the Contractor agreed to perform certain work for the compensation specified in said Contract; and

WHEREAS, the Contractor represents that said work is fully completed and that final payment is due to the Contractor under terms of said Contract,

NOW, THEREFORE, in consideration of the promises and the payment by the Camrosa Water District to the Contractor of the amount due under the Contract, to wit, the sum of _____ Dollars (\$_____), and the additional consideration of One Dollar (\$1.00), receipt of which is hereby acknowledged by the Contractor, the Contractor hereby releases and forever discharges the Camrosa Water District of and from all manner of debts, dues, demands, sum or sums of money, accounts, claims, and causes of action, in law and in equity, under or by virtue of said Contract, except as follows (if none, leave blank): _____

_____.

IN WITNESS WHEREOF, the hand and seal of the Contractor have been hereunto set this _____ day of _____, 2021.

This form must be notarized using proper acknowledgment form (see Civil Code Sections 1189, 1190, and 1190a).

Contractor

By _____

Title _____

By _____

Title _____

CONTRACTOR'S AFFIDAVIT OF PAYMENT

PROJECT NAME: Pump Station No. 2 Emergency Standby Generator and Diesel Fuel Tank and Water Reclamation Facility Diesel Fuel Tank Replacement

SPECIFICATION NO.: PS 20-06

DATE: _____

The undersigned hereby certifies that all workers, and persons employed, all firms supplying materials, and all subcontractors working on the above named project have been paid in full, and there are no bills, invoices, or obligations outstanding against the project for either labor, materials, or equipment furnished except for the following disputed claims for which Notices to Withhold have been filed under the provisions of the Code of Civil Procedure: (If none, leave blank) _____

_____.

IN WITNESS WHEREOF, the hand and seal of the Contractor have been hereunto set this _____ day of _____, 2021.

This form must be notarized using proper acknowledgment form (see Civil Code Sections 1189 and 1190).

Contractor Name:

By: _____
Signature of Authorized Representative

Title: _____

By: _____
Signature of Authorized Representative

Title: _____

Board Memorandum

February 11, 2021

To: General Manager

From: Jozi Zabarsky, Manager of Customer Accounts/Business

Subject: Purchase of Meters

Objective: Purchase meters and related equipment.

Action Required: Authorize the General Manager to spend up to \$200,000.00, the Fiscal Year (FY) 2020-21 budgeted amount, to purchase meters and related equipment.

Discussion: It is the goal of the District to reduce water revenue loss by routinely replacing aging and damaged meters. There are approximately 8,600 meters throughout the District. The District budgeted and has funds available as a line item for the purchase of meters and related equipment in the approved FY 2020-21 Budget.

Board Memorandum

February 11, 2021

To: General Manager

From: Tamara Sexton, Manager of Finance

Subject: Review of District Investment Policy

Objective: Receive a briefing from the District's Investment Ad-Hoc Committee and approve the District's Investment Policy.

Action Required: Adopt a Resolution Adopting the District's Investment Policy.

Discussion: Annually, the Board reviews the District's Investment Policy for adequacy and formally adopts the Policy with revisions as necessary. The Ad-Hoc Committee reviewed the Policy and there are no recommended changes. The District's Investment Policy was re-adopted with no changes in February 2020. Staff has reviewed the Policy for compliance with current regulations and has found that no changes were required by law. The Resolution and Policy are attached for re-adoption by the Board.

Resolution No: 21-04

A Resolution of the Board of Directors
of Camrosa Water District

Adopting a District Investment Policy

Whereas, The Board of Directors has established a District Investment Policy to provide guidelines for the prudent investment of the District's temporarily idle cash; and,

Whereas, It is in the best interests of the District to review that investment policy from time to time to ensure maximum yield while maintaining criteria to ensure safety and liquidity; and,

Whereas, The Investment Policy has been presented to the full Board for review and comment;

Now, Therefore, Be It Resolved by the Camrosa Water District Board of Directors that the attached Investment Policy is hereby adopted and made effective this date.

Adopted, Signed, and Approved this 11th day of February 2021.

Eugene F. West, President
Board of Directors
Camrosa Water District

Tony L. Stafford, Secretary
Board of Directors
Camrosa Water District

(ATTEST)

**CAMROSA WATER DISTRICT
STATEMENT OF INVESTMENT POLICY
February 2021**

PURPOSE:

This statement is intended to provide guidelines for prudent investment of the District's temporarily idle cash, and outline policies for maximizing efficiency of the District's cash management system. The ultimate goal is to enhance the economic status of the District while protecting its cash resources.

SCOPE:

This investment policy applies to all financial assets of the District, as well as other funds that may be created from time to time which shall also be administered in accordance with the provisions of this policy. Funds held by the Ventura County Treasurer during tax collection periods shall be governed by the County's investment policy, and are not subject to the provisions of this policy.

THE INVESTMENT PROCESS:

The investment of public funds is a professional discipline. The investment process has the following components:

- A written investment policy explicitly identifying the District's opportunities, constraints, preferences, and capabilities.
- An Investment Strategy identifying Investment opportunities and overall objectives of the District.
- A Market Analysis identifying the District's circumstances and market conditions.
- A Portfolio Analysis identifying adjustments needed in response to changing circumstances, results and new objectives.

POLICY:

The Camrosa Water District shall invest its pooled, temporary idle cash investments in a manner that affords the District a broad spectrum of investment opportunities as long as the investment is deemed prudent and is allowable under current legislation of the State of California (Water Code Section 31303 and 31336 and Government Code Section 53600 et seq.). Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence, who are familiar with those matters, exercise in the management of their own affairs, not for speculation, but for investment considering the probable safety and liquidity of capital, as well as reasonable income to be derived.

The Board of Directors and the General Manager, acting in accordance with procedures and exercising due diligence, shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided that deviations from expectations are reported in a timely fashion, and appropriate actions are taken to control adverse developments.

The General Manager shall establish a system of internal controls to be reviewed by the Investment Committee and with the independent auditor. The controls shall be designed to prevent losses of public funds arising from fraud, employee error, and misrepresentation by third parties, unanticipated changes in financial markets or imprudent actions by District Staff.

INVESTMENT STRATEGY

Temporarily idle or surplus funds of the Camrosa Water District shall be invested in accordance with principles of sound treasury management and in accordance with the provisions of the California Government Code Sections 53600 et seq, the Water Code and this Investment Policy. The basic objectives of the District's investment program are, in order of priority,

- 1) Safety of invested funds; and
- 2) Maintenance of sufficient liquidity to meet cash flow needs; and
- 3) Attainment of the maximum return possible consistent with the first two objectives.

These objectives will be accomplished using the following procedures

1. Safety – The District shall ensure the safety of its invested funds by limiting credit and interest rate risks. Credit risk is the risk of loss due to the failure of the security issuer or backer. Interest rate risk is the risk that the market value of portfolio securities will fall due to an increase in general interest rates.

Credit risk will be mitigated by:

- a. Limiting investments to safer types of securities; and
- b. Diversifying the investment portfolio so that the failure of any one issuer or backer will not place undue financial burden on the District; and
- c. Monitoring all of the District's investments to anticipate and respond appropriately to a significant reduction of creditworthiness of any of the issuers. The relative health of issuers shall be evaluated by the Investment Committee at least annually.

Interest rate risk will be mitigated by:

- a. Structuring the District's portfolio so that securities mature to meet the District's cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to their maturity; and
 - b. Investing primarily in short-term securities; and
 - c. Occasionally restructuring the portfolio to minimize the loss of market value and/or to maximize cash flows.
2. Liquidity – The District's financial portfolio must be structured in a manner which will provide that securities mature at approximately the same time as cash is needed to meet anticipated demands. Additionally, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets. As a general rule, and subject to annual review by the Investment Committee, the average maturity of the investment portfolio will not exceed two (2) years. No investment will have a maturity of more than five (5) years from its date of purchase.
 3. Return – The investment portfolio shall be designed with overall objective of obtaining a total rate of return throughout economic cycles, commensurate with investment risk constraints and cash flow needs.

ELIGIBLE INVESTMENT INSTRUMENTS

Camrosa shall invest only in investment instruments and media approved by Resolution of Camrosa's Board of Directors. The Board of Directors may consider additions or deletions to the approved investment instruments and media list at any time by resolution and shall include in each resolution the entire list of approved investments. This policy shall be used to evaluate recommended additions to the approved list. Additions to the approved list shall not be made unless there is a strong likelihood that the addition will be utilized within the near future. The attached Addendum contains examples of typical investment instruments which may be included on an approved list.

INVESTMENT CONSTRAINTS

General Guidelines - Temporarily idle operating cash shall be invested in instruments whose average maturity does not exceed two (2) years. Reserves established for the replacement of utility (water, sewer) facilities may be invested for a longer term if a higher yield may be achieved. Funds held for capital replacement shall be invested in securities that reasonably can be expected to produce enough income to offset inflationary construction cost increases. Such funds shall not be exposed to market price risks or default risks that would jeopardize the assets available to accomplish their stated objective. Such would be the case with obligations of the U.S. Government or its agencies.

Diversification - It is the District's policy to diversify its investment portfolio to control credit risk. Diversification strategies shall be determined and revised periodically. Maturities shall be staggered to provide for liquidity and stability of income. At least 25% of the portfolio will be invested in securities which can be liquidated on one (1) day's notice in order to control liquidity risk. No more than one-third (33%) of Camrosa's portfolio shall be held by any single investment firm or institution. The sole exception shall be the State of California Investment Pool (L.A.I.F.).

Prohibited Investments - Investments by the District in securities permitted by the California Government Code, but not specifically approved by Board Resolution is prohibited without the prior approval of the Board of Directors. The District shall not invest any funds such as inverse floaters, range notes, and other instruments outlined in California Government Code Section 53601 nor in any security that could result in zero interest if held to maturity. No representative of the District is authorized to engage in margin transactions, derivatives nor reverse repurchase agreements on behalf of the District. Finally, while it may occasionally be necessary or strategically prudent of the District to sell a security prior to maturity to either meet unanticipated cash needs or to restructure the portfolio, no investment may be made for the sole purpose of speculating or taking an unhedged position on the future direction of interest rates.

Security Dealers and Depositories - The District shall seek to conduct its investment transactions with several competing, reputable security dealers and brokers as the need may arise. The selection process shall screen out institutions that lack viability or whose past practices suggest the safety of public capital, directed to or through such firms, would be impaired.

Ethics and Conflict of Interest - Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Such employees and investment officials shall disclose to the Board of Directors and the General Manager any material financial interests in financial institutions that conduct business within this jurisdiction, and they shall further disclose any large personal financial investment positions that could be related to the performance of the District's

portfolio. Such employees and officers shall subordinate their personal investment transactions to those of the District, particularly with regard to the time of purchases and sales.

RESPONSIBILITIES

General Manager - The General Manager is charged with responsibility for maintaining custody of all public funds and securities belonging to or under the control of the District and for the deposit and investment of those funds in accordance with principles of sound fiscal management and in conformance with applicable laws and ordinances. The General Manager shall develop an investment procedures manual to implement this Investment Policy for establishing and maintaining an internal control structure designed to ensure that the assets of the District are protected from loss, theft or misuse as approved by the Board of Directors.

Details of the internal controls system shall be documented in an investment procedures manual and shall be reviewed and updated annually. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognized that (1) the cost of a control should not exceed the benefits likely to be derived and (2) the valuation of costs and benefits requires estimates and judgments by management.

The internal controls structure shall address the following:

1. Control of collusion
2. Separation of transaction authority from accounting and record keeping
3. Custodial safekeeping
4. Avoidance of physical delivery securities
5. Clear delegation of authority to subordinate staff members
6. Written confirmation of transactions for investments and wire transfers
7. Dual authorizations of wire transfers
8. Development of a wire transfer agreement with the lead bank and third-party custodian

The internal controls are further defined in the Investment Procedure attached.

The General Manager is responsible for keeping the Board of Directors fully advised as to the financial condition of the District.

District's Auditing Firm - The District's auditing firm's responsibilities shall include, but not be limited to, the examination and analyses of fiscal procedures and the examination, checking and verification of accounts and expenditures. A review of the District's investment program is to be performed, under a separate engagement for services, in conjunction with the annual financial audit.

Board of Directors - The Board of Directors shall consider and adopt a written Investment Policy. As provided in that Policy, the Board shall receive, review, and accept monthly Cash Position Reports and quarterly Investment Reports.

Investment Committee - An Investment Committee consisting of two (2) members of the Board of Directors appointed by the President, will meet with the District General Manager as required to develop the general strategies, allocate reserve assets among various approved investment instruments, and to monitor results. The Committee shall include in its deliberations, potential risks to District funds, authorized depositors, brokers and dealers, and target rate of return on investments, and any other topics as it may determine or as

directed by the Board of Directors. The Committee shall report to the full Board of Directors the results of the Investment Committee Meeting including any recommended actions. Payment for any transaction which requires the transfer of funds from one investment to another shall require the signature of at least two (2) Members of the Board.

REPORTING

The General Manager, will provide the Board of Directors with monthly cash position and quarterly reports of investments. Such reports will provide at least the following: Type of investment, institution, date of maturity, amount of deposit, current market value of all securities maturing beyond one (1) year after reporting date, rate of interest and such other data as from time to time may be required by the Board.

ANNUAL REVIEW

This investment policy shall be reviewed annually by the Investment Committee to ensure its consistency with respect to the overall objectives of safety, liquidity and yield. Proposed amendments to the policy shall be prepared by the Investment Committee and be forwarded to the Board of Directors for Consideration.

ADDENDUM

GLOSSARY:

U.S. GOVERNMENT SECURITIES

U.S. Treasury Obligations - Treasury bills, Treasury bonds, and Treasury notes issued by the U.S. Treasury. The maturity on these investments shall not exceed five (5) years without the prior approval of the Investment Committee. Per Gov't. Code no maturity greater than five (5) years and no portfolio limits.

U.S. Government Agency Obligations - Any obligation of, or obligation that is insured as to principal and interest by the United States or any agency or corporation thereof, and any obligation and security of the United States sponsored enterprises, including, without limitation:

- 1) Federal Farm Credit Banks (FFCB)
- 2) Federal Home Loan Bank System (FHLB)
- 3) Federal Home Loan Mortgage Corporation (FHLMC)
- 4) Federal National Mortgage Association (FNMA)
- 5) Federal Agriculture Mortgage Association (FAMA)
- 6) Tennessee Valley Authority (TVA)

Per Gov't. Code no maturity greater than five (5) years and no portfolio limits.

FINANCIAL INTERMEDIARIES

CERTIFICATES OF DEPOSIT

Commercial Bank Certificates of Deposit – Time Certificates of Deposit provided that the depository is a member of the FDIC and the amount does not exceed the current FDIC insured limit. Per Gov't. Code no maturity greater than five (5) years and no portfolio limit.

Negotiable Certificates of Deposit – Bank Deposit Notes issued by a nationally or state chartered bank or by a state-licensed branch of a foreign bank provide and is a member of the FDIC. Per Gov't Code limits maturity to five (5) years and 30% of portfolio.

Savings and Loan Association (S&L) Deposits – Investments in any Savings and Loan (S&L) institution and bank shall be limited to FDIC Limitations. Collateralization for uninsured S&L deposits is required.

RELATED INSTRUMENTS

Repurchase Agreements – An agreement with an approved broker/dealer that provides for, sell, and simultaneous purchase of an allowable collateral security. The difference in the sales and purchase price is the earning rate on the agreement. A master repurchase agreement must be in place with the approved broker/dealer. Per Gov't. Code no maturity greater than one (1) year, and no portfolio limits.

Bankers' Acceptances - Bills of exchange or time drafts drawn on and accepted by commercial banks, which are eligible for purchase by the Federal Reserve System, are known as bankers' acceptances. Purchases of these instruments may not exceed 180 bankers days maturity per Gov't Code and 40% portfolio limit.

State Investment Pool - Offering a governmental alternative to money market funds, California has created the Local Agency Investment Fund (LAIF). Such funds are operated directly by the State Treasurer who commingles state and local funds. Rates of return fluctuate daily and are reported as a monthly average yield rate. Same day or next day liquidity, by telephone communication. The State Treasurer requests voluntary compliance with no more than fifteen (15) transactions per month. Authorized by Gov't. Code Section 16429.1(b), with no maximum maturity or maximum % of portfolio.

Ventura County Investment Pool - The Ventura County Investment Pool is an additional alternative to money market funds. Similar to the State LAIF, invested funds are commingled with County and other local agency funds for investment purposes and yields are reported monthly. Liquidity provisions are consistent with the State's provisions, and withdrawals can also be made by telephone by authorized personnel. Authorized by Gov't. Code Section 53684(a) with no maximum maturity or maximum % of portfolio.



Read File

The following material is provided to members of the Board for information only and is not formally a part of the published agenda.

A. 2021 Board Calendar

2021 Camrosa Board Calendar

| JANUARY | | | | | | | FEBRUARY | | | | | | | MARCH | | | | | | | 2021 Observed Holidays | | | | | | |
|---|----|----|----|----|----|----|--|----|----|----|----|----|----|-----------|----|----|----|----|----|----|--|--|--|--|--|--|--|
| S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | January 1 st - New Year's Day | | | | | | |
| | | | | | 1 | 2 | | 1 | 2 | 3 | 4 | 5 | 6 | | 1 | 2 | 3 | 4 | 5 | 6 | February 15 th - President's Day | | | | | | |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | May 31 st - Memorial Day | | | | | | |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | July 5 th - Independence Day (Observed) | | | | | | |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | September 6 th - Labor Day | | | | | | |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 | 28 | | | | | | | 28 | 29 | 30 | 31 | | | | November 11 th - Veteran's Day | | | | | | |
| 31 | | | | | | | | | | | | | | | | | | | | | November 25 th & 26 th - Thanksgiving | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | December 23 rd & 24 th - Christmas | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | December 31 st - New Year's Eve | | | | | | |
| APRIL | | | | | | | MAY | | | | | | | JUNE | | | | | | | 2021 Conferences | | | | | | |
| S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | CASA Winter Conf. (**Virtual Event**) - Jan. 27 th - 28 th | | | | | | |
| | | | | 1 | 2 | 3 | | | | | | | 1 | | | 1 | 2 | 3 | 4 | 5 | ACWA Spring Conf. (Monterey) - May 4 th - 7 th | | | | | | |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | CASA 66th Annual Conf. (San Diego) - Aug. 11 th - 13 th | | | | | | |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | ACWA Fall Conf. (Pasadena) - Nov. 30 th - Dec. 3 rd | | | | | | |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | | | | | | | |
| 25 | 26 | 27 | 28 | 29 | 30 | | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 27 | 28 | 29 | 30 | | | | | | | | | | |
| | | | | | | | 30 | 31 | | | | | | | | | | | | | | | | | | | |
| JULY | | | | | | | AUGUST | | | | | | | SEPTEMBER | | | | | | | 2021 AWA Meetings | | | | | | |
| S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | "Water Issues" Third Tuesday (except Apr., Aug., Dec.) | | | | | | |
| | | | | 1 | 2 | 3 | 1 | 2 | 3 | 4 | 5 | 6 | 7 | | | | 1 | 2 | 3 | 4 | Waterwise Breakfast (See yellow on calendar) | | | | | | |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | AWA Board Meetings (See orange on calendar) | | | | | | |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | August - DARK (No Meetings or Events) | | | | | | |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | September 30 th - Reagan Library Reception | | | | | | |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 | 29 | 30 | 31 | | | | | 26 | 27 | 28 | 29 | 30 | | | October 21 st - Annual Symposium | | | | | | |
| | | | | | | | | | | | | | | | | | | | | | December 9 th - Holiday Mixer | | | | | | |
| OCTOBER | | | | | | | NOVEMBER | | | | | | | DECEMBER | | | | | | | 2021 VCSDA Meetings | | | | | | |
| S | M | T | W | T | F | S | S | M | T | W | T | F | S | S | M | T | W | T | F | S | February 2 nd - Annual Dinner | | | | | | |
| | | | | | 1 | 2 | | 1 | 2 | 3 | 4 | 5 | 6 | | | | 1 | 2 | 3 | 4 | April 6 th | | | | | | |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | June 1 st | | | | | | |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | August 3 rd | | | | | | |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | October 5 th | | | | | | |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 | 28 | 29 | 30 | | | | | 26 | 27 | 28 | 29 | 30 | 31 | | December 7 th | | | | | | |
| 31 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Camrosa Water District 7385 Santa Rosa Road Camarillo, CA 93012 | | | | | | | Note: Board of Directors meetings are highlighted in RED. Board Meetings are held on the 2nd & 4th Thursday of each month at 5pm unless indicated. | | | | | | | | | | | | | | | | | | | | |
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