



SPECIAL MEETING OF THE BOARD OF DIRECTORS

District Office, 18966 Ferretti Road

Groveland, CA 95321

(209) 962-7161 www.gcsd.org

AGENDA

January 7, 2020

10:00 a.m.

Call to Order

Pledge of Allegiance

Roll Call of Board Members

Janice Kwiatkowski, President

Nancy Mora, Vice President

John Armstrong, Director

Spencer Edwards, Director

Robert Swan, Director

1. Approve Order of Agenda

2. Public Comment

Members of the public are appreciated for taking the time to attend this meeting and provide comments on matters of District business. Public comments are subject to a 3-minute time limit; 10 minutes on an individual topic. Although no action can be taken on items not listed on the agenda, please know we are listening carefully to your comments.

3. Information Items

Brief reports may be provided by District staff and/or Board members as information on matters of general interest. No action will be taken by the Board during Reports, however items discussed may be recommended for discussion and action on a future agenda. Public comments will be taken after each report is provided.

A. Staff Reports

i. Fire Department Report

ii. General Manager's Report

iii. Operations Manager's Report

iv. Administrative Services Manager's Report

v. Community Relations Consultant's Report

B. The Board President shall appoint and publicly announce the members of the standing committees at the time of their initial formation and thereafter for the ensuing year no later than the Board's regular meeting in January.

4. Consent Calendar

Consent Calendar items are considered routine and will be acted upon by one motion. There will be no separate discussion on these items unless a member of the Board, Staff or a member of the Public requests specific items be set aside for separate discussion.

A. Approve Minutes from the December 10, 2019 Regular Meeting

ALL AGENDA MATERIAL ARE AVAILABLE ON THE DISTRICT WEBSITE AT WWW.GCSD.ORG OR MAY BE INSPECTED IN THE GROVELAND COMMUNITY SERVICES DISTRICT OFFICE AT 18966 FERRETTI ROAD, GROVELAND, CALIFORNIA

Any person who has any questions concerning this agenda may contact the District Secretary. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the District at 209-962-7161. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting. (28FR35.102-35.104 ADA Title 11)

- B. Accept December 2019 Payables
- C. Waive Reading of Ordinances and Resolutions Except by Title

5. Old Business

(Items tabled or carried forward from a previous meeting to be considered on this agenda)

- A. None.

6. Discussion and Action Items

The Board of Directors intends to consider each of the following items and may take action at this meeting. Public comment is allowed on each individual agenda item listed below, and such comment will be considered in advance of each Board action.

- A. Adoption of a Resolution Approving a Fire Department Capital Equipment Replacement Program and Directing the General Manager to Include Associated Costs in Department Financial Planning
- B. Consideration of Proposed Amendments to Sewer Ordinance 1-2010 Article VII - Service Charges, Section 7.01 (e) Special Flat Rate for Significant Landscape Irrigation, to Modify the Method for Calculating Average Estimated Sewer Usage Charges
- C. Consideration of Proposed Amendments to Water Ordinance 2-2017 Article XII – Discontinuance of Service, to Modify the Policies Related to Discontinuance of Water Service for Delinquent Bills in Compliance with New Laws Created by State Senate Bill 998
- D. Approval of the Issuance of a Request for Qualifications to Identify and Contract with Qualified Contractors to Perform On-Call Emergency Repair Work and Small Maintenance Projects Costing Less Than \$60,000

7. Adjournment

**Groveland Community Services District
Fire Department / CALFIRE**

18966 Ferretti Road Groveland, CA 95321

Staff Report
January 7, 2020

To: Board of Directors

From: Andy Murphy, Assistant Chief
By: Jude R. Acosta, Battalion Chief

Subject: Monthly Activity Report – December 2, 2019 to December 31, 2019

Operations:

Emergency Incident Response:

There were no Significant Events during the reporting period.

Apparatus and Equipment:

Apparatus	Description	Status
Engine 781	2009 Pierce Contender	In Service
Engine 787	2000 Freightliner FL112	In Service
Engine 788	1984 GMC Wildcat	In Service
Utility 786	2008 Chevrolet 2500	In Service

Training:

In addition to our monthly Emergency Medical Technician (EMT) curriculum and engine company performance standards, Battalion personnel received the following specialized training:

- Vehicle Extrication
- Fire Attack
- Low Angle Rope Rescue Operations
- Supply Line
- Forcible Entry
- New Generator Operations at Groveland FFS

Public Education:

On December 21st, Groveland Fire and CAL FIRE participated in the Annual Santa Claus is Coming to Town. Santa Claus was escorted by sleigh through Groveland making his first stop at Mary Laveroni Park where families could have some hot cocoa and take photos with Santa Claus on his sleigh. Adults and children of all ages were excited to see Santa and share with him what they wanted for Christmas. Everyone enjoyed themselves and had a great time. A very special 'Thank You' to all the generous sponsors, volunteers, and the Groveland community that helped make the 2019 Groveland Christmas Parade a huge success!



MONTH - DECEMBER 2019

Alarm Sounding	1
Odor Investigation	0
Debris Fire	0
Medical Aid	30
Fire Menace Standby	0
Fire Other	0
Haz Mat	0
Landing Zone	0
Plane/Heli Crash	0
Public Assist	5
Smoke Check	0
Structure Fire	0
Commercial Structure Fire	0
Vegetation Fire	0
Vehicle Accident	0
Vehicle Accident/Pin-In	0
Vehicle Fire	0
TOTAL	36

(33 calls in GCSD district, 3 calls in Tuolumne County)



Auto Aid	Given
Tuolumne County	3

Last Call Logged Run # TCU 15878

MONTH - ALL OF 2019

Alarm Sounding	17
Odor Investigation	3
Debris Fire	4
Medical Aid	350
Fire Menace Standby	0
Fire Other	0
Haz Mat	1
Landing Zone	3
Plane/Heli Crash	0
Public Assist	89
Smoke Check	4
Structure Fire	4
Commercial Structure Fire	1
Vegetation Fire	6
Vehicle Accident	27
Vehicle Accident/Pin-In	2
Vehicle Fire	6
TOTAL	517

(476 calls in GCSD district, 41 calls in Tuolumne County)



Auto Aid	Given
Tuolumne County	41

Last Call Logged Run # TCU 15878

WORKSHOP AGENDA

January 28, 2020

10:00 a.m.

Call to Order

Pledge of Allegiance

Roll Call of Board Members

Janice Kwiatkowski, President

Nancy Mora, Vice President

John Armstrong, Director

Spencer Edwards, Director

Robert Swan, Director

1. Approve Order of Agenda

2. Public Comment

Members of the public are appreciated for taking the time to attend this meeting and provide comments on matters of District business. Public comments are subject to a 3-minute time limit; 10 minutes on an individual topic. Although no action can be taken on items not listed on the agenda, please know we are listening carefully to your comments.

3. Information Items

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A. Presentation and Discussion of Accomplishments for the 2019 Calendar Year

B. Presentation of a Mid Year Financial Report and Discussion of Proposed Budget Amendments

C. Presentation on the Status of District Infrastructure Projects, Planning Initiatives and Interagency Coordination including, but not limited to:

- Groveland/Big Oak Flat Water and Sewer Project/Funding
- Big Creek/Second Garrote Clearwell Recoating Project/Funding
- LAFCO Representation by Special Districts
- Tuolumne County Land Use Planning Projects
- Water and Sewer Master Plan Update
- Fire Master Plan Update

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4. Discussion and Action Items

The Board of Directors intends to consider each of the following items and may take action at this meeting. Public comment is allowed on each individual agenda item listed below, and such comment will be considered in advance of each Board action.

- A. Approval of the 2020-2022 Management Objectives Which Identify Management Actions Intended to Accomplish the Goals of the Board of Directors
- B. Planning and Board Direction on the Next Steps and Responsibilities Related to the Groveland Regional Area Community Enhancement (GRACE) Project
- C. Planning and Board Direction on the Outreach Plan and Strategy for the Proposed Fire Funding Measure

5. Adjournment

DRAFT



Operations Report

Month of Review: December 2019

Information Provided by:

- Luis Melchor, Operations Manager
- Greg Dunn, Chief Plant Operator
- Rachel Pearlman, Administrative Services Technician
- C&D Staff
- Maintenance Staff

Wastewater Treatment Plant Flows

Influent Totals From Plant: December 2019

Total	4.12 MG
High	.20MG
Low	.09MG
Average	.13MG

Effluent Totals From Plant: December 2019

Total	4.64MG
High	.32MG
Low	.08MG
Average	.15MG

Rainfall Totals at the Sewer Treatment Plant Month of December

Year	Total Rainfall-inches
2019	10.02 - (3.73 High)
2018	2.27 - (0.93 High)
2017	0.40 - (0.22 High)
2016	7.63 - (3.55 High)
2015	8.58 - (3.60 High)
Current Season Total	61.02

Wasting Totals

Total Inches	333
Total Pounds	6509

Reclamation Totals

PML	0
Spray Fields	0
PML Season Total	0
Spray Fields Total	0

Active Sewer Accounts: 1558

Activities at the Wastewater Treatment Plant

- Took weekly Bac-Ts and BOD of the Chlorine Contact Chamber (CCC) and sent into Aqua Lab for testing
- Completed monthly Wastewater Report and sent to the State Water Resources Control Board
- Removed center divider between drying beds # 1, 2, 3 and 4
- Oiled plunger and replaced plastic all threads and nuts on OMAR
- Took apart STP OSG unit and cleaned cell

Wastewater Collections Department

- Completed all Preventative Maintenance Check Sheets (PMCS) at all Lift Stations (weekly)
- Chemical flushed gravity sewer lines throughout the District
- Hydro flushed multiple gravity lines throughout the District
- Pumped down and cleaned floats and pressure transducers at Lift Station 5, 6, 7 and 8
- Reprogrammed and tested auto dialers at all Lift Station
- Completed Manhole Inspections for Ls 13 and 15 (total of 187 were opened and inspected)
- Did an extra check for all Lift Station prior to the Christmas Holiday

Treated Water Department

- Submitted monthly Water Treatment Report to State Water Resources Control Board
- Submitted monthly Conservation Report to State Water Boards
- Performed weekly checks and calibrations on all analyzers at 2G, BC, and AWS
- Performed monthly UV calibrations at 2G and BC
- Took weekly Treatment Plant samples and sent into Aqua Lab
- Took weekly distribution samples and sent into Aqua Lab

Distribution Department

- Monitored/sample Distribution Tank weekly
- Read all District Water Meters
- Normal day to day: Trouble calls (low press/high press, no water, shut off for repairs etc.)
- Completed weekly checks on Tank 4(Building, Pneumatic Tank, Pumps and MCC Cabinet) and Highlands Pump stations (Building, pumps and MCC Cabinet)
- Replaced the conduit LB on the Butler Way bypass pump, greased motor/ pump and cleaned MCC cabinet
- Repaired broken service line on Merrell Rd
- Repaired broken service line on Mt Jefferson
- Repaired 10" mainline on Elder Ln and completed cleanup



Flooded Elder Lane



Meter Related Services	Total
Check/repair meter	1
Install water meter	0
Monthly lock offs	25
Meter change outs	1
Read tenant out	5
Re-Read	23
Turn off meter	1
Turn on meter	25
Test meter	12
Total Distribution Issues	93

Active Water Accounts:3252

Billed Consumption	Gallons
Residential	7655446
Commercial	624913

Construction and Maintenance

Description	Water	Sewer
Main line leaks	0	0
Main line break	1	0
Service leaks	2	0
Service breaks	0	0
Fire Hydrant replaced/repared	0	0
Totals Per Service	3	0

Maintenance

- General yard maintenance around the District maint. Yard (mow, weed eat, debris removal, limb trees ETC)
- Made dump run to Groveland Transfer Station

- Cleaned around dumpster area and hauled cardboard to Moore Brothers
- Complete general ground maintenance at the Park (mow, weed eat, debris removal, limb trees ETC)
- Checked and cleaned drainages as needed around the District
- Extended gutter downspout behind Operations Manager office
- Greased booster pumps and motors at both Water Treatment Plants
- Completed routine service on Tank 4 and Lift Station 3, 6 and 13 standby generators (oil, Filters, Etc.)
- Replaced starter and changed oil on the vibraplate
- Cleaned out gutters around District buildings
- Diagnosed air leak on Engine 781 and ordered parts (bad ABS air relay)
- Cleaned out irrigation pump/motor vault and flushed out drain
- Changed the V-Belts on LS 9 and 14 standby generators
- Serviced Truck 25 (oil, filters, fluids, rotate tires, Etc.)
- Repaired broken sprinklers in field #3
- Replaced broken block heater and battery on LS 2 standby generator
- Installed new water services on Ferret Ct

Projects

- Worked with PALL Co. on complete inspection of the AWS Filtration Trailer
- Completed annual Bio solids removal with Cenacrow

After Hour Calls

- Staff had 10 after hour calls: 5 water and 5 sewer, all resolved

Workplace Safety and Training

Weekly Safety Meetings and Training

- Complete monthly Fire extinguisher, eyewash and ladder checks
- 12-5-2019 SDRMA celebrating safety booklet
- 12-12-2019 Safety Bulletin PPE with quiz
- 12-18-2019 SDRMA Sprains and Strains with quiz

**REGULAR MEETING OF THE BOARD OF DIRECTORS
GROVELAND COMMUNITY SERVICES DISTRICT
GROVELAND, CALIFORNIA
DECEMBER 10, 2019
10:00 a.m.**

The Board of Directors of Groveland Community Services District met in regular session on the above mentioned date with Directors Janice Kwiatkowski, President, Nancy Mora, Vice President, Robert Swan, and Spencer Edwards, being present. Also present was Administrative Services Technician II Rachel Pearlman, Chief Plant Operator Greg Dunn, Operations Manager Luis Melchor and General Manager Pete Kampa.

Call to Order

Director Kwiatkowski called the meeting to order at 10:02am.

Absent: Director Armstrong

Approve Order of Agenda

Motion

Director Edwards moved, seconded by Director Swan and the motion passed to approve the order of the agenda.

Ayes: Directors Kwiatkowski, Mora, Edwards, and Swan

Absent: Director Armstrong

Public Comment

A member of the public stated that he would like the Board to consider revising the Sewer Ordinance 1-10 Article VII. Service Charges Section 7.01 € Special Flat Rate for Significant Landscape Irrigation.

Information Items Brief reports may be provided by District staff and/or Board members as information on matters of general interest. No action will be taken by the Board during Reports, however items discussed may be recommended for discussion and action on a future agenda. Public comments will be taken after each report is provided.

- A. Staff Reports
 - A. Fire Department Report
 - B. General Manager's Report
 - C. Operations Manager's Report
 - D. Administrative Services Manager's Report
- B. Community Relations Consultant's Report
- C. IRWM Update Presented by Director Edwards

Consent Calendar

Consent Calendar items are considered routine and will be acted upon by one motion. There will be no separate discussion on these items unless a member of the Board, Staff or a member of the Public requests specific items be set aside for separate discussion.

- A. Approve Minutes from the November 12, 2019 Regular Meeting
- B. Approve Minutes from the November 12, 2019 Special Meeting
- C. Accept November 2019 Payables

- D. Adoption of a Resolution Awarding a Purchase Contract to Zima Corporation, Kusters Water Division for the Fabrication and Supply of the Replacement Wastewater Treatment Plant Headworks Screen
- E. Waive Reading of Ordinances and Resolutions Except by Title

Motion

Director Swan moved, seconded by Director Mora and the motion passed to approve the consent calendar.

Ayes: Directors Kwiatkowski, Mora, Edwards, and Swan

Absent: Director Armstrong

Old Business

(Items tabled or carried forward from a previous meeting to be considered on this agenda. The Board of Directors intends to consider each of the following items and may take action at this meeting. Public comment is allowed on each individual agenda item listed below, and such comment will be considered in advance of each Board action)

- A. None.

Discussion and Action Items

The Board of Directors intends to consider each of the following items and may take action at this meeting. Public comment is allowed on each individual agenda item listed below, and such comment will be considered in advance of each Board action.

- A. Adoption of a Resolution Approving the Agreement between Groveland Community Services District and Moyle Excavation, Inc. for the Rattlesnake Creek Sewer Replacement Project and Approving an Associated Budget Amendment

Motion

Director Edwards moved, seconded by Director Swan and the motion passed to approve the Agreement between Groveland Community Services District and Moyle Excavation, Inc. for the Rattlesnake Creek Sewer Replacement Project and Approving an Associated Budget Amendment.

Ayes: Directors Kwiatkowski, Mora, Edwards, and Swan

Absent: Director Armstrong

- B. Adoption of a Resolution Approving District Employee Health Plan for Calendar Year 2020

Motion

Director Swan moved, seconded by Director Mora and the motion passed to adopt the Resolution Approving District Employee Health Plan for Calendar Year 2020.

Ayes: Directors Kwiatkowski, Mora, Edwards, and Swan

Absent: Directors Armstrong

- C. Review and Approve Updated District Management Objectives
- D. Selection of the President and Vice President of the Board of Directors for the 2020 Calendar Year

Motion

Director Edwards moved, seconded by Director Swan to appoint Director Mora to serve as the Board President for the 2020 Calendar Year.

Director Edwards withdrew his motion and Director Swan accepted.

Motion

Director Edwards moved, seconded by Director Swan, and the motion passed to appoint Director Kwiatkowski to serve as the Board President for the 2020 Calendar Year.

Ayes: Directors Kwiatkowski, Mora, Edwards, and Swan

Absent: Director Armstrong

Motion

Director Edwards moved, seconded by Director Swan, and the motion passed to appoint Director Mora to serve as the Board Vice President for the 2020 Calendar Year.

Ayes: Directors Kwiatkowski, Mora, Edwards, and Swan

Absent: Director Armstrong

Motion

Director Edwards moved, seconded by Director Swan, and the motion passed to appoint Jennifer Flores to serve as the Board Secretary for the 2020 Calendar Year.

Ayes: Directors Kwiatkowski, Mora, Edwards, and Swan

Absent: Director Armstrong

Adjournment

The meeting was adjourned at 12:44pm.

APPROVED:

Janice Kwiatkowski, President

ATTEST:

Jennifer Flores, Board Secretary



ACCOUNTS PAYABLE CHECK LISTING

December, 2019
Fiscal Year 19/20
Board Approval Date _____

Accounts Payable Checks



User: dpercoco
Printed: 1/2/2020 1:42:50 PM

Check N	Vendor N	Vendor Name	Check Da	Committ	Description	Amount
18547	aqu5	Aqua Sierra Controls Inc.	12/30/2019	True	IT Services	\$510.00
18548	ATTLD	AT&T	12/30/2019	True	Monthly Internet Uverse	\$283.60
18549	BRE01	Breshears, W. H.	12/30/2019	True	Fuel & Oil	\$1,621.57
18550	CAR06	Carbon Copy Inc.	12/30/2019	True	Monthly Copier Usage	\$39.99
18551	Com04	Comphel Heating & Air Conditioning, Inc.	12/30/2019	True	Fire Dept Truck bay heater repair	\$550.80
18552	Die01	Diehl, Rod	12/30/2019	True	Quarterly Service FD	\$175.00
18553	EDIS01	E.D.I.S.	12/30/2019	True	2020 Claim Funding Deposit for Employer Insurance Deductible	\$5,500.00
18554	FED01	Fedex	12/30/2019	True	Postage for Paperwork for Sewer Bond Refi	\$19.68
18555	Int03	IBS of Sacramento Valley	12/30/2019	True	2 batteries for Truck #17	\$421.82
18556	Ron01	Roni Lynn	12/30/2019	True	Social Media Management	\$2,500.00
18557	Ver02	Verizon Wireless 5298	12/30/2019	True	Monthly Cell Phone	\$666.71
18558	Wells	Wells Fargo Bank, N.A.	12/30/2019	True	Monthly Lease on Admin Copier	\$419.14
115738	OE3	Operating Engineers Local #3	12/23/2019	True	PR Batch 00003.12.2019 Oper Engin Union Dues	\$279.18
902074	CAL09	CalPers 457 Plan Administrator	12/23/2019	True	PR Batch 00003.12.2019 CalPers Def Comp	\$1,000.00
902075	DCSS	Dept of Child Support Services	12/23/2019	True	PR Batch 00003.12.2019 Wage Garnish Child Support	\$205.03
902076	EDD01	EDD - Electronic	12/23/2019	True	PR Batch 00003.12.2019 State Income Tax	\$1,541.53
902077	FedEFTPS	Federal EFTPS	12/23/2019	True	PR Batch 00003.12.2019 FICA Employee Portion	\$10,312.07
902078	PER01	Pers - Electronic	12/23/2019	True	PR Batch 00003.12.2019 PERS Employee Deduct	\$6,322.07
902079	TD 457	TD Ameritrade Trust Co.	12/23/2019	True	PR Batch 00003.12.2019 457 Deferred Compensation	\$1,070.00
18543	DEP04	Dept. Of Pesticide Regulations	12/20/2019	True	Pesticide Renewal for Luis Melchor	\$60.00
18544	Pri04	PLIC-SBD Grand Island	12/20/2019	True	Monthly Dental, Vision, Life & LTD Insurance	\$3,295.69
18545	Sta15	Staples Credit Plan	12/20/2019	True	Office Supplies, Daily planners, calendars, Standard dairy, pape	\$400.07
18546	Ver03	Verizon Wireless 7706	12/20/2019	True	Monthly Auto Dialers	\$194.41
18509	2Talk	2talk LLC	12/18/2019	True	Prepaid Long Distance Telephone	\$300.00
18510	am01	AM Consulting Engineers, Inc.	12/18/2019	True	IRWMP Application Engineering fees	\$9,985.00
18511	aqu5	Aqua Sierra Controls Inc.	12/18/2019	True	IT Services	\$340.00
18512	ATT02	AT&T	12/18/2019	True	Monthly Cal Net phone service	\$512.38
18513	BNY03	Bank of New York Mellon	12/18/2019	True	Wastewater Bond Redemption Notice fee	\$100.00
18514	Barton	Barton Overhead Door	12/18/2019	True	Labor charge for Firehouse Door repair	\$500.00
18515	UB*02530	C/O Suntrust Bank, Federal Home Loan Mortgage Corp.	12/18/2019	True	Refund Check	\$18.31
18516	CALGON	Calgon Carbon Corporation	12/18/2019	True	1 ea. UV Sensor Calibration	\$314.90
18517	Car07	Cartegraph Systems, LLC	12/18/2019	True	SEMS software subscription, Monthly Webinar 4/1/20	\$1,995.00
18518	Com04	Comphel Heating & Air Conditioning, Inc.	12/18/2019	True	Service call for furnace in Luis office	\$223.29

Check N	Vendor N	Vendor Name	Check Da	Committ	Description	Amount
18519	UB*02534	Darrow, Amanda	12/18/2019	True	Refund Check	\$52.31
18520	UB*02535	DBT Properties, LLC	12/18/2019	True	Refund Check	\$10.46
18521	DIS01	Dish Network	12/18/2019	True	Satellite TV for FD	\$57.54
18522	Fas02	Fastenal	12/18/2019	True	24 pr. Leather gloves, 48 ea. aa Batteries, 48 ea. AAA Batteries	\$201.31
18523	UB*02529	Ferguson, GW	12/18/2019	True	Refund Check	\$95.99
18524	FOO01	Foothill-Sierra Pest Control	12/18/2019	True	Pest Control	\$247.00
18525	FP Mail	FP Mailing Solutions	12/18/2019	True	Quarterly Postage Machine Rental	\$286.36
18526	JSW02	J.S. West Propane Gas	12/18/2019	True	Propane	\$1,423.29
18527	KC Auto	KC Auto Parts	12/18/2019	True	November Auto parts	\$808.29
18528	KC01	KC Courier, LLC	12/18/2019	True	Monthly Courier Service	\$372.38
18529	UB*02524	LLC, Bayview Loan	12/18/2019	True	Refund Check	\$162.61
18530	UB*02528	Lucuna Investments LLC, Rana	12/18/2019	True	Refund Check	\$25.82
18531	neu01	Neumiller & Beardslee	12/18/2019	True	Legal Services	\$1,771.00
18532	UB*02531	PETTERSON, ERIC & DIANE	12/18/2019	True	Refund Check	\$5.25
18533	PGE01	PG&E	12/18/2019	True	Monthly Electric Charges	\$25.13
18534	R&B	R & B Company	12/18/2019	True	10 ea. sand seperators for stock	\$1,236.69
18535	UB*02532	Richter, Johanna	12/18/2019	True	Refund Check	\$74.01
18536	SFPUC	San Francisco Public Utilties Commission	12/18/2019	True	Monthly Water Purchase	\$11,928.94
18537	SWR03	SWRCB	12/18/2019	True	Large Water system Annual fee for 7/1/29-6/30/20	\$7,031.20
18538	Ter01	Terex Utilities Inc	12/18/2019	True	Truck #13 Boom Truck Repair	\$3,139.10
18539	TMC01	TMC Construction	12/18/2019	True	Remove tree from Tank #2	\$1,200.00
18540	Wem01	Wemmer, Scott	12/18/2019	True	Refund Park Use fee for event cancelled	\$145.00
18541	Wood01	Wood Rodgers, Inc.	12/18/2019	True	Water/Wastewater Plan Professional Services thru 11/30/19	\$22,598.07
18542	UB*02533	Yaqub, Mohammad	12/18/2019	True	Refund Check	\$289.57
18475	Accela	Accela, Inc. #774375	12/11/2019	True	Monthly C/C Web Pmt Fees	\$1,088.95
18476	BLU01	Anthem Blue Cross	12/11/2019	True	Monthly Group Health Ins.	\$25,070.04
18477	AQU01	Aqua Labs	12/11/2019	True	050 Water Tests	\$3,155.00
18478	aqu5	Aqua Sierra Controls Inc.	12/11/2019	True	IT Services	\$3,485.67
18479	BRE01	Breshears, W. H.	12/11/2019	True	Fuel & Oil	\$1,931.95
18480	CAD01	California CAD Solutions	12/11/2019	True	Water System Map Update/Digitize	\$2,887.50
18481	CAR06	Carbon Copy Inc.	12/11/2019	True	Monthly Copier Usage	\$58.67
18482	cen06	Central California Generator, LLC	12/11/2019	True	1 ea. sensor for Tank 2 generator	\$59.84
18483	CIT01	Citygate Associates, LLC	12/11/2019	True	Update District Fire Master PPlan	\$5,765.81
18484	Con06	Conifer Communications	12/11/2019	True	Internet Service-Quarterly	\$764.25
18485	Datapros	Dataprose Inc.	12/11/2019	True	Monthly UB Statement Processing	\$1,816.68
18486	den01	De Nora , Water Technologies INC	12/11/2019	True	Parts for Wastewater Treatment Plant OSG	\$3,536.88
18487	Dept Wtr	Department Of Water Resources	12/11/2019	True	Principal on Davis/Grunsky Contract #D157929	\$3,863.47
18488	Doh01	Doherty Tire of Sonora, Inc.	12/11/2019	True	8 ea. tires for Vac Truck	\$3,518.59
18489	DRU01	Drugtech Toxicology Services, LLC	12/11/2019	True	Consortium DOT Tests	\$38.00
18490	Ferg01	Ferguson Enterprises Inc. #1423	12/11/2019	True	1 ea. 6" Booster Pump Control Valve	\$9,346.38
18491	GCS02	GCSO	12/11/2019	True	GCSO Water Bill	\$5,926.40
18492	gilb01	Gilbert Associates, Inc.	12/11/2019	True	CPA Services	\$3,100.00
18493	Gre05	GreatAmerica Financial Services	12/11/2019	True	Monthly Avaya Phone System Lease	\$186.36

Check N	Vendor N	Vendor Name	Check Da	Committ	Description	Amount
18494	MOO01	Moore Bros. Scavenger Co., Inc.	12/11/2019	True	Empty 7 yd. Sludge Bin	\$908.91
18495	MOT03	Mother Lode Answering Service	12/11/2019	True	Monthly Call Forward/Paging	\$183.00
18496	MOU03	Mountain Oasis Water Systems	12/11/2019	True	Bottled Water	\$116.00
18497	Oreil	O'Reilly Auto Parts	12/11/2019	True	2 Fan belts for LS#3 & 15	\$35.86
18498	per04	Percoco, Ronald	12/11/2019	True	Janitorial/Park Services	\$2,170.00
18499	pml01	PML Hardware & Supply Inc.	12/11/2019	True	November Hardware supplies	\$723.96
18500	R&B	R & B Company	12/11/2019	True	2 ea. 6 HYMAX 2 Flip Cplg, 40 ea 6DR18 PVC pipe, 100' tubing	\$3,668.89
18501	SUE01	Ray Suess Insurance & Invst	12/11/2019	True	Retired Members Medical	\$4,642.80
18502	SWR02	SWRCB	12/11/2019	True	Tony Filippi Grade 2 exam for Water Distribution	\$65.00
18503	TIR01	The Tire Shop	12/11/2019	True	Flat tire repair for Truck #15	\$20.00
18504	TUO01	Tuo. Co. Public Power Agency	12/11/2019	True	Public Power Purchase	\$10,941.38
18505	UMP01	UMPQUA Bank	12/11/2019	True	December Credit Card Purchases	\$3,643.02
18506	UNI05	Univar Usa Inc.	12/11/2019	True	159 gal. Sodium Hypochlorite	\$720.46
18507	Ver02	Verizon Wireless 5298	12/11/2019	True	Monthly Cell Phone	\$666.71
18508	ZEE01	Zee Medical Service Co	12/11/2019	True	First Aid Supplies	\$102.37
115737	OE3	Operating Engineers Local #3	12/10/2019	True	PR Batch 00002.12.2019 Oper Engin Union Dues	\$279.18
902068	CAL09	CalPers 457 Plan Administrator	12/10/2019	True	PR Batch 00002.12.2019 CalPers Def Comp	\$3,500.00
902069	DCSS	Dept of Child Support Services	12/10/2019	True	PR Batch 00002.12.2019 Wage Garnish Child Support	\$205.03
902070	EDD01	EDD - Electronic	12/10/2019	True	PR Batch 00002.12.2019 State Income Tax	\$1,650.12
902071	FedEFTPS	Federal EFTPS	12/10/2019	True	PR Batch 00001.12.2019 FICA Employer Portion	\$12,075.68
902072	PER01	Pers - Electronic	12/10/2019	True	PR Batch 00001.12.2019 PERS Employer Expense	\$6,883.02
902073	TD 457	TD Ameritrade Trust Co.	12/10/2019	True	PR Batch 00002.12.2019 457 Deferred Compensation	\$1,070.00
					GCSD DD Payroll	\$66,377.73
					Total December AP	\$300,814.14



BOARD MEETING AGENDA SUBMITTAL

TO: GCSB Board of Directors

FROM: Peter Kampa, General Manager

DATE: January 7, 2020

SUBJECT: Agenda Item 6A: Adoption of a Resolution Approving a Fire Department Capital Equipment Replacement Program and Directing the General Manager to Include Associated Costs in Department Financial Planning

RECOMMENDED ACTION

Motion to Adopt a Resolution Approving a Fire Department Capital Equipment Replacement Program and Directing the General Manager to Include Associated Costs in Department Financial Planning

BACKGROUND

The District owns and operates the Groveland Fire Department firehouse, fire engines (apparatus) and all equipment in the firehouse and on the apparatus. The present value of the firehouse and all of this equipment, if we had to replace it today, would be approximately \$4.5 million.

The Board has directed management to evaluate and estimate all current and future costs associated with delivering fire services. The three main expense components of operating the fire department are:

1. Calfire contract costs, which consume the entirety of the amount of revenue available to the Department; and
2. Operating Expenses such as fuel, insurance, repair and maintenance of buildings, vehicles and equipment; and
3. Replacement of capital assets, such as fire apparatus, vehicles and equipment. There is currently no revenue available to fund this replacement.

The District has hired a consultant to assist with evaluating the revenue measure (tax/assessment) options available to fund the total cost of operating the fire department into the future. The most important part of estimating the total cost of operating the Department is to accurately identify the true cost of each of the above cost centers now; and to understand what their cost will be in the future.

All capital equipment of the Fire Department, from computers to fire engines, have a valuable purpose in the operation, will wear out or be obsolete at some point, and must be replaced. The life expectancy and cost of this replacement equipment is very predictable using historical experience and industry standards.

There are typically two ways to fund equipment replacement; cash reserves and equipment loans. Due to the high cost of the equipment to be replaced in the near future, and the inability to generate enough cash in time to make the needed purchases, the District should consider reasonable equipment loans in the future. The attached draft equipment replacement program (schedule) lists the major District assets, their useful life and replacement costs, in today's dollars.

Annual costs are calculated as follows:

- The purchase of new equipment (not in our current inventory) is estimated at \$10,000 per year. This includes such items as new technology, better devices, or those with new capabilities
- Replacement equipment for which we will pay cash is estimated in its replacement year
- Loan payments for replacement fire apparatus are estimated using today's interest rates, with payments starting in the year in which we estimate replacement
- Annual reserve deposits are estimated for each year by dividing the total estimated replacement cost of the items, by the normal life expectancy. Firehouse building renovations such as siding, roofing, lighting, electrical, trim, windows, driveways, parking lots, doors, etc are examples of where these reserves will be spent on major renovations.
- The estimate does not include costs for additional fire station construction, or adding vehicles or apparatus to our current fleet.

The total estimated annual cost of apparatus loans, reserves for building renovations and replacement equipment is summarized at the bottom of the worksheet. The last column of the sheet estimates the 10 year average annual cost, which serves as targeted amount to be included in the Department revenue measure to fund the program. Approval of this program will make a clear statement to the public that the District intends to fund fire department reserves and equipment replacement; once the revenue is in place to do so.

ATTACHMENTS

- Draft Fire Department Capital Equipment Replacement Program
- Draft Resolution Approving Fire Department Capital Equipment Replacement Program

FINANCIAL IMPACTS

None at this time, due to the fact that there is currently no funding available to implement the program. If a Fire Department funding measure is approved by the voters within GCSD, a Capital Equipment Reserve/Replacement Fund will be established to fund the approximately \$234,000 needed annually.

RESOLUTION 01-2020

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT APPROVING A FIRE DEPARTMENT CAPITAL EQUIPMENT REPLACEMENT PROGRAM AND DIRECTING THE GENERAL MANAGER TO INCLUDE ASSOCIATED COSTS IN DEPARTMENT FINANCIAL PLANNING

WHEREAS, the Groveland Community Services District (herein referred to as District) is a local government agency formed and operating in accordance with Section §61000 et seq. of the California Government Code; and

WHEREAS, pursuant to California Government Code Section §61100 (d), the District is responsible to provide fire protection services, rescue services, hazardous material emergency response services, and ambulance services in the same manner as a fire protection district, formed pursuant to the Fire Protection District Law; and

WHEREAS, the District's Groveland Fire Department owns, maintains and replaces a wide variety of fire suppression tools, fire and rescue equipment, safety tools and equipment, and firefighting and emergency response vehicles/apparatus; and

WHEREAS, the Groveland Fire Department is housed in a District owned and maintained building, constructed for the specialized purpose of housing personnel and fire apparatus; and

WHEREAS, the cost to purchase, maintain, operate, upgrade and replace the Fire Department building and apparatus is predictable and easily calculated, and funded solely from the fixed ad valorem property tax revenue made available to the District; and

WHEREAS, the Board of Directors has directed the preparation of financial plans including the amount of capital needed to replace and upgrade equipment to ensure the long term viability of District services, including the Fire Department; and

WHEREAS, the District is in the process of solidifying the amount of money required to fund Fire Department operations and equipment replacement in the long term, and has prepared a Capital Equipment Replacement Schedule attached hereto as Exhibit A.

NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT DOES HEREBY approves and directs the following:

1. The Fire Department Capital Equipment Replacement Program attached hereto as Exhibit A is hereby approved.
2. The General Manager is directed to include associated costs in Fire Department financial planning.

WHEREFORE, this Resolution is passed and adopted by the Board of Directors of the Groveland Community Services District on January 7, 2020 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST:

Jennifer L. Flores, Secretary

Janice Kwiatkowski, President - Board of Directors

CERTIFICATE OF SECRETARY

I, Jennifer L. Flores, the duly appointed and acting Secretary of the Board of Directors of the Groveland Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Special Meeting of the Board of Directors of the Groveland Community Services District, duly called and held on January 7, 2020.

DATED: _____

GCSD Fire Department Capital Outlay Plan

CAPITAL ITEM	USEFUL LIFE	CURRENT COST (\$1000's)	FISCAL YEAR COSTS (1,000)												AVERAGES	
			19/20	20/21	21/22	22/23	23/24	24/25	25/26	26/27	27/28	28/29	29/30	30/31		
New Equipment and/or Technology	Annual	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10	
Workstation Computers (2008, 2009, 2010,2011)	4 years	\$9			\$9					\$9				\$9		
Server Computer	4 years	\$3				\$3					\$3				\$3	
Physical Fitness Equipment	5 years	\$4		\$4					\$4				\$4			
Mobile Data Computers (3)	5 years	\$12				\$12						\$12				
Hose Coupling Machine (2008)	5 years	\$4	\$4						\$4						\$4	
Hose Tester (2006)	5 years	\$3	\$3						\$3						\$3	
EMS Training Aids-Manikins (2006)	5 years	\$4						\$4					\$4			
Life Pak 1000 AED (2010)	5 years	\$8				\$8						\$8				
Minitor Pagers/Kenwood Mobile Radio (2008)	5 years															
Kenwood Base Radio (2008)	5 years	\$5						\$5					\$5			
Kitchen & Living Room Furniture	5 years	\$3						\$3					\$3			
MSA Altair Air Monitor (2014)	6 years	\$2		\$2							\$2					
Training Center and Electronic Components	7 years	\$6				\$6								\$6		
Dormitory Furniture (2014)	7 years	\$7		\$7								\$7				
Thermal Imaging Camera (2009)	8 years	\$13								\$13						
High-Pressure Rescue Airbag Kit	10 years	\$7									\$7					
Rope Rescue Gear & Ropes (2016)	10 years	\$5									\$5					
Ergonomic Office Furniture (2010)	10 years	\$3		\$3											\$3	
Stabilizing Struts (2010)	10 years	\$10		\$10											\$10	
Ice-O-Matic Ice Maker (2013)	10 years	\$4						\$4								
Station #1 Heaters (1994)	10 years	\$3	\$3											\$3		
Station #1 HVAC (2004)	10 years	\$4	\$6											\$6		
Station #1 Flooring (2011)	10 years	\$8		\$8											\$8	
Hydraulic Rescue Tools (2007, 2009)	10 years	\$35	\$35											\$35		
Ladders for Fire Engine (2007)	10 years	\$3									\$3					
Turnout Extractor Washer (2011)	10 years	\$12						\$12								
Storage Container (2007)	15 years	\$3						\$3								
Station #1 Stain Siding (2010)	15 years	\$12								\$12						
Rapid Intervention Crew (RIC) Packs (2)	15 years	\$16														
(44) SCBA Spare Tanks (2006)	15 years															
Air Compressor, Rack, and Fill Station (2004)	15 years	\$20	\$35													
Gym Athletic Rubber Flooring (2016)	20 years	\$2														
Kitchen Remodel	20 years	\$25														
Breathing Air Compressor (2019)	10 Years	\$35												\$35		
Building Backup Power Generator (2006)	20 years	\$75									\$75					
Access Driveway	50 years	\$30	\$30													
Truck 788 Grumman GMC Diesel (1984) Type III	10 years	\$450		\$46	\$46	\$46	\$46	\$46	\$46	\$46	\$46	\$46	\$46	\$46	\$46	\$46
Pierce Contender Fire Engine (2009) Type I	10 years	\$750		\$76	\$76	\$76	\$76	\$76	\$76	\$76	\$76	\$76	\$76	\$76	\$76	\$76
Freightliner Fire Engine (2000) Type II	10 years	\$600		\$61	\$61	\$61	\$61	\$61	\$61	\$61	\$61	\$61	\$61	\$61	\$70	
Roof Replacement (2010)	30 years	\$40		\$1.5	\$1.5	\$1.5	\$1.5	\$1.5	\$1.5	\$1.5	\$1.5	\$1.5	\$1.5	\$1.5	\$1.5	\$1.5
Firehouse Annual Renovations/Reserves	50 years	\$2,000	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10	\$10
TOTAL FISCAL YEAR COST (1,000)		\$4,339,000	\$136,000	\$238,126	\$213,126	\$233,126	\$235,126	\$215,126	\$238,126	\$289,126	\$241,126	\$220,126	\$305,126	\$237,250	\$233,459	
Subtotal Annual Debt Service for Apparatus			\$0	\$183	\$183	\$183	\$183	\$183	\$183	\$183	\$183	\$183	\$183	\$183	\$192	\$183
Firehouse Annual Building Renovations/Reserves			\$10	\$12	\$12	\$12	\$12	\$12	\$12	\$12	\$12	\$12	\$12	\$12	\$12	
Annual Capital Equipment Replacement			\$136	\$44	\$19	\$39	\$41	\$21	\$44	\$95	\$47	\$26	\$111	\$34	\$55	



BOARD MEETING AGENDA SUBMITTAL

TO: GCSO Board of Directors

FROM: Jennifer Flores, Administrative Services Manager

DATE: January 7, 2020

SUBJECT: Agenda Item 6B: Consideration of Proposed Amendments to Sewer Ordinance 1-2010 Article VII - Service Charges, Section 7.01 (e) Special Flat Rate for Significant Landscape Irrigation, to Modify the Method for Calculating Average Estimated Sewer Usage Charges

RECOMMENDED ACTION

Motion to approve Proposed Amendments to Sewer Ordinance 1-2010 Article VII - Service Charges, Section 7.01 (e) Special Flat Rate for Significant Landscape Irrigation, to Modify the Method for Calculating Average Estimated Sewer Usage Charges

BACKGROUND

The District's Sewer Ordinance 1-2010 contains *Article VII-Service Charges, Section 7.01 (e) Special Flat Rate for Significant Landscape Irrigation* which allows for sewer customers who irrigate significant landscape, to apply for a special sewer consumption flat rate that is applied throughout the year to the customer's account. As the policy currently stands, the customer's January, February, and March water consumption average is used to calculate this rate as these would be the non-irrigation months and represent the customer's true average water consumption. However, the policy also states that the is average will be used "...or 3,100 gallons, whichever is greater,...",

A member of the public who utilizes the program has requested that the Board eliminate the 3,100 gallon minimum clause and use only the true three month average as their average is less than 3,100.

Staff has researched this policy in the effort to uncover why the Board established the 3,100 gallon minimum and discovered that this policy change occurred after the District completed a sewer rate study in 2007. The policy existed prior to this rate study, however the addition of the 3,100 gallon minimum clause was added during this time. There were no notes as to why this change occurred.

After further review, staff does not see any reason why the 3,100 gallon minimum cannot be eliminated and the ordinance revised to use the customer's true winter consumption average.

ATTACHMENTS

1. Redlined Sewer Ordinance

ARTICLE VII. SERVICE CHARGES

Section 7.01 Levied and Assessed Monthly Sewer Service Charges

In order to provide funds for the reasonable cost of providing the residents of the District with a public sanitary sewer, there are hereby levied and assessed upon all premises having or required to have sewer connection with or discharging as required to discharge sewage into or through the public sanitary sewer, monthly sewer service charges for the services and facilities for the treatment and disposal of sewage, or the availability of same, to such premises, by the public sanitary sewer, such charges to be payable in the respective amounts as are hereinafter set forth and as are thereafter set forth from time to time by Ordinance of the Board of Directors of the District.

(a) Monthly Minimum Charge

All connected Users of the District's sewer system shall be billed a Monthly Minimum Charge as set forth in Exhibit A, SEWER RATES. The Monthly Minimum Charge provides for the fixed annual costs of operation and maintenance of the system.

Each separate dwelling unit, when connected to a single sewer connection and non-single-family dwellings and/or commercial facilities that house separate tenant units, whether occupied or not, shall be charged a Monthly Minimum Charge for each tenant unit as if each tenant unit is a single-family dwelling.

(b) Monthly Volume Usage Charge – Residential Users

All connected residential Users of the District's sewer system shall be billed a Monthly Volume Usage Charge as set forth in Exhibit A, SEWER RATES, for each gallon of water supplied per month from District or private source (estimated) water. The Monthly Volume Usage Charge provides for the variable costs of operation and maintenance of the system.

(c) Monthly Volume Usage Charge – Non-Residential Users

All connected non-residential Users of the District's sewer system shall be billed a Monthly Volume Usage Charge as set forth in Exhibit A, SEWER RATES, for each gallon of water supplied per month from District or private source (estimated) water.

(d) Automatic Annual Adjustment

Beginning January 1, 2009, and each January thereafter until 2011, the Monthly Fixed Rate Service Charge and Usage (Variable) Rate Charge for sewer, as set forth in Exhibit A, SEWER RATES, shall be adjusted by 4.0%.

(e) Special Flat Rate for Significant Landscape Irrigation

In the event Users whose monthly bill is determined under this section also use water for landscape irrigation purposes, the customer may apply to the District's General Manager to establish a flat sewer rate which shall be based on the average amount of water used during the months of January, February, and March. If a User does not have consistent consumption for this period, staff will be allowed to use the average from either prior years, or may choose to expand the winter months used for the purpose of obtaining a reasonable winter average calculation. - or 3,100 gallons, whichever is greater, Users will have to reapply annually to continue to benefit from the program wherein the average will be -and may

~~thereafter be~~ adjusted once annually on or about June 1 of each succeeding year using the most recent period's water consumption.

In the event the account does not have historical winter average month consumption to base the flat rate off of, 3,300 gallons will be used as the special flat rate.

In no event shall the Special Flat Rate be less than the Monthly Minimum Charge specified in paragraph (a) above plus the Monthly Volume Usage Charge specified in paragraph (b) and (c), for the average amount of water used during the averaging months calculated by the General Manager.

In order to qualify for the special flat rate determined under the provisions of this paragraph, Users shall provide proof suitable to the District's General Manager or Engineer of said irrigation, which the General Manager or District Engineer shall determine is significant relative to the User's total water usage.

~~The Special Flat Rate minimum of 3,100 gallons will be used for all customers that are connected to the District's sewer system, but are not connected to the District's water system.~~

(f) Special Usage Surcharges

For any premises generating sewage of over 1500 gallons per day in quantity, or generating sewage with a B.O.D. of over 200 milligrams per liter, the District shall set an additional special sewer usage surcharge, set forth in Exhibit A, SEWER RATES, to reflect the additional cost of collection or treating such sewage. Any person who objects to any such special usage charge, or the amount thereof, may present evidence, measurements, and tests to the District, at his or her expense, with a written application to cancel or decrease any such special usage charge. The decision of the Board of Directors of the District on any such application shall be final.

(g) Delivered Sewage Waste

For sewage waste that is delivered to the District for treatment:

1) Recreational Vehicle Charge

Recreational Vehicle holding tank waste dumped by the User shall be charged as set forth in Exhibit A, SEWER RATES.

2) Portable Toilets

Portable toilet waste rules and charges:

i) Acceptable Loads

The minimum acceptable load is 250 gallons and the maximum acceptable load is 4,000 gallons. Users shall report the actual amount in gallons discharged into the District's collection system through District approved dump stations using log sheets provided by the District at the dump station immediately upon completion of the discharge.

TO: GCSB Board of Directors

FROM: Jennifer Flores, Administrative Services Manager

DATE: January 7, 2020

SUBJECT: Agenda Item 6C: Consideration of Proposed Amendments to Water Ordinance 2-2017 Article XII – Discontinuance of Service, to Modify the Policies Related to Discontinuance of Water Service for Delinquent Bills in Compliance with New Laws Created by State Senate Bill 998

RECOMMENDED ACTION

Motion to Approve the Proposed Amendments to Water Ordinance 2-2017 Article XII – Discontinuance of Service, to Modify the Policies Related to Discontinuance of Water Service for Delinquent Bills in Compliance with New Laws Created by State Senate Bill 998

BACKGROUND

On September 28, 2018, Governor Brown signed into law Senate Bill 998, the Water Shutoff Protection Act, which changes the requirements and procedures relative to the discontinuation of residential water service for non-payment beginning February 1, 2020. SB 998 requires every urban and community water system with more than 200 water service connections to have a written policy on the discontinuation of residential water service for nonpayment.

SB 998 sets for the specific provisions and requirements for water service discontinuation including:

- The service disconnection policy must be available on the water supplier’s website.
- The policy must be in five languages, in addition to English, listed in Civil Code Section 1632 (Spanish, Chinese, Korean, Vietnamese and Tagalog) and in any other language spoken by at least 10% of the people residing the system’s service area.
- A 60-day waiting period before service can be discontinued.
- The water supplier will also be required to contact the customer named on the account by telephone or in writing at least seven (7) business days before discontinuing service.
- If notice is given by telephone, the water supplier must: (a) offer to provide the customer the system’s written policy on discontinuation of water service; and (b) offer to discuss options to avoid discontinuing water service, including alternative

- payment schedules, deferred payments, minimum payments, amortization and bill review and appeal.
- The new law also includes required processes if the water supplier is unable to contact the customer as well as a specific mandate for a customer appeals process.
 - Opportunities for payment arrangements, provisions for low-income customers and very specified conditions and/or circumstances which a water supplier will be prohibited from discontinuing water service for non-payment.
 - Mandates that water suppliers must report annually on its website and to the State Water Resources Control Board (SWRCB) the number of service discontinuations for inability to pay. The SWRCB must post that information on its website. Community water systems subject to all of the requirements set forth above who fail to comply with the requirements of this new law will be subject to enforcement by the SWRCB and the California Attorney General.

These requirements are incorporated within the proposed amended Water Ordinance 2-2017.

ATTACHMENTS

1. Redlined Water Ordinance
2. Legislative Counsel's Digest of Law

FINANCIAL IMPACTS

The changes for discontinuance of service for delinquent bills mandated by SB 998 are expected to increase the frequency of delinquencies which will result in rising costs related to printing and postage and increased staff time to manage the delinquent accounts. Staff also projects that the age of outstanding customer account balances will increase, and staff time and effort to collect on these accounts to increase significantly and become extremely burdensome. At this time, staff is unable to provide reliable cost impacts.

existing meter, shall pay a monthly service charge based on the ¾ inch meter size rate for each unit in excess of one.

10.2.3. Hotels and Motels. Hotels and motels shall pay a monthly service charge based on the size of the existing meter (see subsection G).

10.2.4. Combined Dwelling and Business Units. Dwelling units combined with professional, commercial units, in addition to the appropriate rate established for the size of the existing meter, shall pay a monthly service charge based on the ¾ inch meter size rate for each unit in excess of one.

10.2.5. Combined Business Units. Where two or more businesses, professional or commercial units occupy a single premise, in addition to the appropriate minimum rate established for the size of the existing meter, each additional unit in excess of one, shall pay a monthly service charge based on the ¾ inch meter size.

10.2.6. Permanent Occupancy of Hotels, Motels, and Trailer Parks. Subsection C, notwithstanding, any hotel or motel unit with complete living facilities, or trailer in a trailer park, occupied for more than thirty (30) days, shall pay an additional monthly service charge per unit based on the ¾ inch meter size rate.

Section 10.3. New Business-Duty to Notify District.

Owners or proprietors of newly established businesses, professional, or commercial enterprises shall notify the District that such business is being conducted within thirty (30) days of inception.

Section 10.4. ~~Section 10.4.~~ Charges for Special Uses.

Rates for water supply special uses not cited herein shall be determined in each case by agreement between the District and the user.

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Section 10.5. Changes in Ownership.

Upon a change in the ownership of premises, the existing owner shall notify the District five business days prior to the transfer of title to the property to the new owner. Escrow Demands for the total amount of service charges due at the time of transfer upon the selling of a property and the recorded deed in the new owners name is required to transfer the service to the new owner. The prior owner shall be liable for all charges, whether or not any water is used, prior to the transfer of service as set forth in this subsection.

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ARTICLE XI.
Billings and Enforcement of Charges

Section 11.1. Billing period.

The regular billing period will be monthly or bimonthly at the option of the GCSD. Water consumption charges will be for the regular billing period immediately prior to the bill and based on metered water usage.

Section 11.2. Opening and closing bills.

Opening and closing of service for less than the normal billing period shall be prorated; provided, however, that the total period for which service is rendered is less than one month, the bill shall not be less than the monthly fixed rate service charge. Closing service bills may be estimated by the GCSD for the final period as an expediency measure to permit the customer to pay the closing bill at the time service is discontinued.

Section 11.3. Payment of bills.

Bills for water service shall be rendered on or about the first business day of each month. Water Bills for Service are due by the last day of the month in which they are billed, or a ten percent (10%) penalty shall be added. ~~An additional penalty~~ Interest shall accrue on the account shall be payable in an amount equal to one-half percent (0.5%) of the unpaid water service charges plus the basic 10% penalty for each month until all delinquent charges and penalties have been paid by the property owner.

If the bill is not paid by the ~~15th~~ fifth (5th) of the ~~following month following the issuance of the bill,~~ the account is considered delinquent. The water service may be shut off for any account delinquent for sixty (60) days in accordance with Section _____ below, and an additional charge shall be paid in order to have the water turned back on. When service is discontinued due to nonpayment of bills, it shall not again be resumed until payment of all charges (past due and current) are made in full. All penalties provided for in this chapter shall be paid whether or not water service is discontinued.

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Section 11.4. Billing of separate connections combined.

Combined bills may be rendered for all service connections to the same premises.

11.4.1. Past Due Accounts. Rates and charges that are not paid on or before the ~~last fifth (5th)~~ day of the month following billing shall be subject to a penalty of ten percent (10%) and thereafter shall be subject to ~~interest charges of a further penalty on~~ one-half percent (0.5%) per month for non-payment of the delinquent charges. The 10% Penalty is assessed on the first of the month for each month delinquent.

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Section 11.5. Enforcement of Payment.

~~Upon failure of payment for delinquent water service charges, or if the owner or occupant of any premises shall violate any of the provisions hereof, any one or more of the following actions authorized by this Article may be taken by District to enforce such payment.~~

11.5.1. Notifications. Delinquency notices will appear on the billing statement generated on the first business day of the month. Past due charges will be clear and identifiable, and past due policy will be visible. If the account remains unpaid, a final disconnection notice will be made via telephone call to the number on file, the Friday before the 15th day of the month.

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11.5.2. Mailing Address for Owner Notifications. The District will use the address and on file with the District as provided by the owner for the mailing of all notices.

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Section 11.6. Repayment Plan.

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Subject to interest and penalties along with all other charges of fees levied by this article, the General Manager may permit continuance of use for water service upon the customer's written agreement to comply with all terms and conditions of a short term re-payment plan. The plan shall include the following requirements:

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11.6.1. The customers' account must be brought current by the end of the repayment plan term.

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11.6.2. Failure to comply with agreed to terms and conditions will result in a discontinuance of service.

11.5.1. Notice of Delinquency

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If a customer's account is not paid 35 days after the billing date (5 days delinquent), a \$10 penalty and 0.5% interest charge will be applied to the past due balance on a monthly basis until paid. A written notice of delinquency shall be mailed to the service address and the owner of record.

11.5.2. Notice of Impending Disconnection

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If a customer's account is not paid 60 days after delinquent:

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(1) A written notice of delinquency and impending termination shall be mailed to the service address and the owner of record. The written notice shall specify the date of service termination, which shall be no less than seven (7) days after the date on which the written notice is mailed. This notice shall include information on appeals (see 4.07 above), extensions, alternative payment plans, and critical compliance dates. If the mail is returned as undeliverable, then notice shall be personally delivered to the residence.

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(2) An additional penalty charge of \$10 shall be applied to the past due balance.

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(3) Water service shall not be discontinued while any appeal is pending.

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(4) Water service shall not be discontinued for certain customers if certain conditions are met. See 5.02.4 below.

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11.5.3. Alternative Payment Plans

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Customers more than 5 days delinquent (35 days after billing date) will be provided options for alternative payment plans to avert discontinuance of service for nonpayment. Such plan can include payment deferral, amortization agreements, or alternative payment schedules. In addition, customers that demonstrate certain public assistance, care provider certificates and income levels are eligible for deferred or alternative payment plans and will not have their water disconnected if they enter into a deferred or alternative payment plan and remain in compliance with that plan. Customers can inquire about payment options by calling the District office at (209) 962-7161.

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If a customer does enter into an alternative payment plan with the District, and that customer fails to comply with that agreed upon payment plan, amortization agreement, or alternative payment schedule for 60 or more days, a final notice will be posted in a prominent and conspicuous location at the property no less than five (5) days prior to disconnection.

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11.5.4. Landlord-Tenant Relationships

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Customers who are tenants and whose account becomes delinquent due to the failure of the dwelling owner to keep the account current, will be notified of any impending disconnection at least 10 days prior to disconnection, and will have the option to become directly billed for District services, without being required to pay any amount which may be due on the delinquent account.

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11.5.5. Service Discontinuance – Service Charges

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When water service is discontinued for non-payment, the meter shall be placed in the locked-off position. Service charges listed in Table A herein shall apply. After a sixty (60) day delinquent period, if the delinquent bill is not paid or the dwelling at the service site is vacant, the account may be subject to a property lien which will be filed with the County Recorder's Office and the meter may be removed. The customer or property owner continues to be responsible for the minimum monthly service charges and without limitation any surcharges, penalties and interest accruing to the service connection up to and after the time when the meter is turned off. When the meter is removed, the customer or property owner also continues to be responsible for the minimum monthly service charges and all surcharges, penalties and interest accruing to the service connection up to and after the time the meter is removed.

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11.5.6. Interest and Penalties

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A delinquent account shall continue to accrue interest from the delinquent date at the rate of 0.5% per month until the past due amount, plus interest and penalties, is paid in

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full. However, customers that demonstrate certain public assistance and income levels may have interest charges on the account waived once every twelve (12) months.

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Section 11.6. Appeal of Disputed Bills

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11.6.1. Disputed Bills

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The Notice of Delinquency shall inform the user that any disputed portion of the billing may be reviewed with the General Manager or his/her designee within thirty (30) days of the date of the Notice. The person requesting review shall send a written statement supporting the basis for dispute to the District office, attention of the General Manager.

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11.6.2. Payment to Avoid Discontinuance of Service

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To avoid discontinuance of service, full payment of the undisputed portion of the bill must accompany the written statement by the due date.

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11.6.3. Refunds or Adjustments to Accounts

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Refunds or other adjustments to a customer account shall only be considered based on an actual history of use and shall only apply to a maximum period of 12 months from the date the customer requests a refund or adjustment.

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Section 11.7. Reinstatement of Services.

In situations where water service has been terminated or the meter has been removed, the water meter will not be re-installed until all applicable charges have been paid including any outstanding water bills, meter installation fees, customer activation fee, or any costs damage to the District.

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~~Section 11.7.~~ Section 11.8. Water use charges as lien.

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Notwithstanding any other provision of this chapter, water service charges and penalties shall constitute a lien against the premises against which the charges for water service remains delinquent for a period of 60 days. The lien shall be recorded in accordance with Government Code Section 6115(c).

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Section 11.8. Liens Release.

District costs to prepare, record and release liens for delinquent charges shall be paid prior to release of such liens. District costs to be paid per lien released are established in Table A.

Section 11.9. Dishonored Checks.

If the dishonored check was paid to avoid disconnection of service, then the responsible party will be contacted immediately and given two (2) days to honor the check. If the District receives two dishonored checks, cash payment (cash or a cashier's check) of all future utility bills may be required, together with charges for dishonored checks established in Table A.

Section 11.10. Fees for Cross-Connection Control Program.

A customer may be required by law or District Ordinance to install a backflow prevention device within his premises. The District will charge the actual cost of the device, and labor charges for the installation of the backflow prevention device. A backflow prevention device is required by law to be inspected annually. Inspection and repair charges shall be paid after receipt

ARTICLE XII.

Discontinuance of Service for Non-Delinquencies

Section 12.1. Discontinuance of Service for Delinquent Bills.

~~12.1.1. The District may discontinue service for non-payment of bills. Current billing reflects the past due balance due immediately. At least five (5) days prior to discontinuance of such service, the customer or property owner will be sent a Final Notice phone call to notify that the discontinuance of service will be enforced if payment is not made by 4pm on the 15th business day of the Month. The failure of the District to send or any such person to receive such notice shall not affect the District's power to discontinue services pursuant to this section. The customer's water service may be discontinued if water service furnished to the previous location is not paid for within the time fixed for the payment of bills. Reconnection will be made by the District only upon complete payment of all delinquent service charges, penalties, and disconnection fees are paid in full as specified in this ordinance.~~

~~12.1.2. Disconnection of Service. Any account with an outstanding balance after the due date listed in the disconnection notice, shall have water service disconnected and meter will be fixed with a District lock, and charged the Disconnection fee as established in Table A.~~

~~12.1.3. Reinstatement of Services. In situations where water service has been terminated or the meter has been removed, the water meter will not be re-installed until all applicable charges have been paid including any outstanding water bills, meter installation fees, customer activation fee, or any costs damage to the District.~~

~~Section 12.2. Section 12.1. Discontinuance of Service for Non-Delinquencies.~~

The District may terminate Service to a Customer for any of the reasons set forth in this section.

~~12.2.1. 12.1.1. Violation of this Ordinance.~~

~~12.2.2. 12.1.2. Violation of Applicable County ordinances or regulations.~~

~~12.2.3. 12.1.3. Violation of State or Federal laws and regulations.~~

~~12.2.4. 12.1.4. Unsafe apparatus. Water service may be refused or discontinued to any premises where apparatus or appliances are in use which might endanger or disturb the service to other customers.~~

~~12.2.5. 12.1.5. Fraud or abuse. Service may be discontinued if necessary to protect the GCSD against fraud or abuse.~~

~~Section 12.3. Section 12.2. Reconnection charge.~~

Service will not be reconnected until payment of charges for reconnection established in Table A. Services will not be reconnected after 8 pm Sunday through Thursday, or after 9 pm

Friday and Saturday. Reconnection will not occur until all reconnection fees and the full account balance has been paid to GCSD.

~~Section 12.4. Changes in Ownership.~~

~~Upon a change in the ownership of premises, the existing owner shall notify the District five business days prior to the transfer of title to the property to the new owner. Escrow Demands for the total amount of service charges due at the time of transfer upon the selling of a property and the recorded deed in the new owners name is required to transfer the service to the new owner. The prior owner shall be liable for all charges, whether or not any water is used, prior to the transfer of service as set forth in this subsection.~~

~~Section 12.5. Section 12.3. Temporary Suspension of Service.~~

Upon written request from a property owner that exceptional circumstances beyond personal control of the Owner/User prevents habitation or use of the water service for at least six (6) months, monthly fixed and variable water charges may be suspended in part as determined by the General Manager. However, the General Manager shall not have authority to suspend debt service charges attributable to the premises which shall continue to be billed by the District. Such suspension of service shall be dependent upon approval of District's General Manager.

Customers receiving a temporary suspension of service shall notify the District in writing at least ten (10) business days before resuming use of water service. Thereafter regular billing of the Customer will resume. If Customer resumes use of water service before written notice to the District, the Customer shall be subject to a penalty as determined by the General Manager of up to twice the normal full charges that would have been billed during the suspension period.

~~Section 12.6. Section 12.4. Voluntary Termination of Service.~~

Upon written request of a property owner, all water service to the premises may be terminated and account will be subject to meter removal fee as established in Table A. If the property owner wishes to reinstate service in the future, they shall apply for new service in accordance with this Ordinance, including paying all charges and fees associated with a new service.

Senate Bill No. 998

CHAPTER 891

An act to add Chapter 6 (commencing with Section 116900) to Part 12 of Division 104 of the Health and Safety Code, relating to water.

[Approved by Governor September 28, 2018. Filed with Secretary of State September 28, 2018.]

LEGISLATIVE COUNSEL'S DIGEST

SB 998, Dodd. Discontinuation of residential water service: urban and community water systems.

Existing law, the California Safe Drinking Water Act, requires the State Water Resources Control Board to administer provisions relating to the regulation of drinking water to protect public health. Existing law declares it to be the established policy of the state that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes.

Under existing law, the Public Utilities Commission has regulatory authority over public utilities, including water corporations. Existing law requires certain notice to be given before a water corporation, public utility district, municipal utility district, or a municipally owned or operated public utility furnishing water may terminate residential service for nonpayment of a delinquent account, as prescribed.

This bill would require an urban and community water system, defined as a public water system that supplies water to more than 200 service connections, to have a written policy on discontinuation of water service to certain types of residences for nonpayment available in prescribed languages. The bill would require the policy to include certain components, be available on the system's Internet Web site, and be provided to customers in writing, upon request. The bill would provide for enforcement of these provisions, including making a violation of these provisions punishable by a civil penalty issued by the board in an amount not to exceed \$1,000 for each day in which the violation occurs, and would require the enforcement moneys collected by the board to be deposited in the Safe Drinking Water Account. The bill would prohibit an urban and community water system from discontinuing residential service for nonpayment until a payment by a customer has been delinquent for at least 60 days. The bill would require an urban and community water system to contact the customer named on the account and provide the customer with the urban and community water system's policy on discontinuation of residential service for nonpayment no less than 7 business days before discontinuation of residential service, as prescribed.

This bill would prohibit residential service from being discontinued under specified circumstances. The bill would require an urban and community

water system that discontinues residential service to provide the customer with information on how to restore service. The bill would require an urban and community water system to waive interest charges on delinquent bills for, and would limit the amount of a reconnection of service fee imposed on, a residential customer who demonstrates, as prescribed, to the urban and community water system household income below 200% of the federal poverty line. The bill would require an urban and community water system that furnishes individually metered residential service to residential occupants of a detached single-family dwelling, a multiunit structure, mobilehome park, or permanent residential structure in a labor camp, and that the owner, manager, or operator of the dwelling, structure, or park is the customer of record, to make every good faith effort to inform the residential occupants by written notice that service will be terminated and that the residential occupants have the right to become customers, as specified. The bill would require an urban and community water system to report the number of annual discontinuations of residential service for inability to pay on its Internet Web site and to the board, and the bill would require the board to post on its Internet Web site the information reported. The bill would require an urban water supplier, as defined, or an urban and community water system regulated by the commission, to comply with the bill's provisions on and after February 1, 2020, and any other urban and community water system to comply with the bill's provisions on and after April 1, 2020. The bill would provide that the provisions of the bill are in addition to the provisions in existing law duplicative of the bill and that where the provisions are inconsistent, the provisions described in the bill apply.

The people of the State of California do enact as follows:

SECTION 1. The Legislature finds and declares as follows:

- (a) All Californians have the right to safe, accessible, and affordable water as declared by Section 106.3 of the Water Code.
- (b) It is the intent of the Legislature to minimize the number of Californians who lose access to water service due to inability to pay.
- (c) Water service discontinuations threaten human health and well-being, and have disproportionate impact on infants, children, the elderly, low-income families, communities of color, people for whom English is a second language, physically disabled persons, and persons with life-threatening medical conditions.
- (d) When there is a delinquent bill, all Californians, regardless of whether they pay a water bill directly, should be treated fairly, and fair treatment includes the ability to contest a bill, seek alternative payment schedules, and demonstrate medical need and severe economic hardship.
- (e) The loss of water service causes tremendous hardship and undue stress, including increased health risks to vulnerable populations.
- (f) It is the intent of the Legislature that this act provide additional procedural protections and expand upon the procedural safeguards contained

in the Public Utilities Code and Government Code as of January 1, 2018, relating to utility service disconnections.

SEC. 2. Chapter 6 (commencing with Section 116900) is added to Part 12 of Division 104 of the Health and Safety Code, to read:

CHAPTER 6. DISCONTINUATION OF RESIDENTIAL WATER SERVICE

116900. This chapter shall be known, and may be cited, as the Water Shutoff Protection Act.

116902. For the purposes of this chapter, the following definitions apply:

(a) "Board" means the State Water Resources Control Board.

(b) "Public water system" has the same meaning as defined in Section 116275.

(c) "Residential service" means water service to a residential connection that includes single-family residences, multifamily residences, mobilehomes, including, but not limited to, mobilehomes in mobilehome parks, or farmworker housing.

(d) "Urban and community water system" means a public water system that supplies water to more than 200 service connections.

(e) "Urban water supplier" has the same meaning as defined in Section 10617 of the Water Code.

116904. (a) An urban water supplier not regulated by the Public Utilities Commission shall comply with this chapter on and after February 1, 2020.

(b) An urban and community water system regulated by the Public Utilities Commission shall comply with this chapter on and after February 1, 2020. The urban and community water system regulated by the Public Utilities Commission shall file advice letters with the commission to conform with this chapter.

(c) An urban and community water system not described in subdivision (a) or (b) shall comply with this chapter on and after April 1, 2020.

116906. (a) An urban and community water system shall have a written policy on discontinuation of residential service for nonpayment available in English, the languages listed in Section 1632 of the Civil Code, and any other language spoken by at least 10 percent of the people residing in its service area. The policy shall include all of the following:

(1) A plan for deferred or reduced payments.

(2) Alternative payment schedules.

(3) A formal mechanism for a customer to contest or appeal a bill.

(4) A telephone number for a customer to contact to discuss options for averting discontinuation of residential service for nonpayment.

(b) The policy shall be available on the urban and community water system's Internet Web site, if an Internet Web site exists. If an Internet Web site does not exist, the urban and community water system shall provide the policy to customers in writing, upon request.

(c) (1) The board may enforce the requirements of this section pursuant to Sections 116577, 116650, and 116655. The provisions of Section 116585

and Article 10 (commencing with Section 116700) of Chapter 4 apply to enforcement undertaken for a violation of this section.

(2) All moneys collected pursuant to this subdivision shall be deposited in the Safe Drinking Water Account established pursuant to Section 116590.

116908. (a) (1) (A) An urban and community water system shall not discontinue residential service for nonpayment until a payment by a customer has been delinquent for at least 60 days. No less than seven business days before discontinuation of residential service for nonpayment, an urban and community water system shall contact the customer named on the account by telephone or written notice.

(B) When the urban and community water system contacts the customer named on the account by telephone pursuant to subparagraph (A), it shall offer to provide in writing to the customer the urban and community water system's policy on discontinuation of residential service for nonpayment. An urban and community water system shall offer to discuss options to avert discontinuation of residential service for nonpayment, including, but not limited to, alternative payment schedules, deferred payments, minimum payments, procedures for requesting amortization of the unpaid balance, and petition for bill review and appeal.

(C) When the urban and community water system contacts the customer named on the account by written notice pursuant to subparagraph (A), the written notice of payment delinquency and impending discontinuation shall be mailed to the customer of the residence to which the residential service is provided. If the customer's address is not the address of the property to which residential service is provided, the notice also shall be sent to the address of the property to which residential service is provided, addressed to "Occupant." The notice shall include, but is not limited to, all of the following information in a clear and legible format:

- (i) The customer's name and address.
- (ii) The amount of the delinquency.
- (iii) The date by which payment or arrangement for payment is required in order to avoid discontinuation of residential service.
- (iv) A description of the process to apply for an extension of time to pay the delinquent charges.
- (v) A description of the procedure to petition for bill review and appeal.
- (vi) A description of the procedure by which the customer may request a deferred, reduced, or alternative payment schedule, including an amortization of the delinquent residential service charges, consistent with the written policies provided pursuant to subdivision (a) of Section 116906.

(2) If the urban and community water system is unable to make contact with the customer or an adult occupying the residence by telephone, and written notice is returned through the mail as undeliverable, the urban and community water system shall make a good faith effort to visit the residence and leave, or make other arrangements for placement in a conspicuous place of, a notice of imminent discontinuation of residential service for nonpayment and the urban and community water system's policy for discontinuation of residential service for nonpayment.

(b) If an adult at the residence appeals the water bill to the urban and community water system or any other administrative or legal body to which such an appeal may be lawfully taken, the urban and community water system shall not discontinue residential service while the appeal is pending.

116910. (a) An urban and community water system shall not discontinue residential service for nonpayment if all of the following conditions are met:

(1) The customer, or a tenant of the customer, submits to the urban and community water system 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 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.

(2) The customer demonstrates that he or she is financially unable to pay for residential service within the urban and community water system's normal billing cycle. The customer shall be deemed financially unable to pay for residential service within the urban and community water system'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 that the household's annual income is less than 200 percent of the federal poverty level.

(3) The customer is willing to enter into an amortization agreement, alternative payment schedule, or a plan for deferred or reduced payment, consistent with the written policies provided pursuant to subdivision (a) of Section 116906, with respect to all delinquent charges.

(b) (1) If the conditions listed in subdivision (a) are met, the urban and community water system shall offer the customer one or more of the following options:

(A) Amortization of the unpaid balance.

(B) Participation in an alternative payment schedule.

(C) A partial or full reduction of the unpaid balance financed without additional charges to other ratepayers.

(D) Temporary deferral of payment.

(2) The urban and community water system may choose which of the payment options described in paragraph (1) the customer undertakes and may set the parameters of that payment option. Ordinarily, the repayment option offered should result in repayment of any remaining outstanding balance within 12 months. An urban and community water system may grant a longer repayment period if it finds the longer period is necessary to avoid undue hardship to the customer based on the circumstances of the individual case.

(3) Residential service may be discontinued no sooner than 5 business days after the urban and community water system posts a final notice of intent to disconnect service in a prominent and conspicuous location at the property under either of the following circumstances:

(A) The customer fails to comply with an amortization agreement, an alternative payment schedule, or a deferral or reduction in payment plan for delinquent charges for 60 days or more.

(B) While undertaking an amortization agreement, an alternative payment schedule, or a deferral or reduction in payment plan for delinquent charges, the customer does not pay his or her current residential service charges for 60 days or more.

116912. An urban and community water system that discontinues residential service for nonpayment shall provide the customer with information on how to restore residential service.

116914. (a) For a residential customer who demonstrates to an urban and community water system household income below 200 percent of the federal poverty line, the urban and community water system shall do both of the following:

(1) Set a reconnection of service fee for reconnection during normal operating hours at fifty dollars (\$50), but not to exceed the actual cost of reconnection if it is less. Reconnection fees shall be subject to an annual adjustment for changes in the Consumer Price Index beginning January 1, 2021. For the reconnection of residential service during nonoperational hours, an urban and community water system shall set a reconnection of service fee at one hundred fifty dollars (\$150), but not to exceed the actual cost of reconnection if it is less. Reconnection fees shall be subject to an annual adjustment for changes in the Consumer Price Index beginning January 1, 2021.

(2) Waive interest charges on delinquent bills once every 12 months.

(b) An urban and community water system shall deem a residential customer to have a household income below 200 percent of the federal poverty line if 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 the customer declares that the household's annual income is less than 200 percent of the federal poverty level.

116916. (a) This section applies if there is a landlord-tenant relationship between the residential occupants and the owner, manager, or operator of the dwelling.

(b) If an urban and community water system furnishes individually metered residential service to residential occupants of a detached single-family dwelling, a multiunit residential structure, mobilehome park, or permanent residential structure in a labor camp as defined in Section 17008, and the owner, manager, or operator of the dwelling, structure, or park is the customer of record, the urban and community water system shall make every good faith effort to inform the residential occupants, by means of written notice, when the account is in arrears that service will be terminated at least 10 days prior to the termination. The written notice shall further inform the residential occupants that they have the right to become

customers, to whom the service will then be billed, without being required to pay any amount which may be due on the delinquent account.

(c) The urban and community water system is not required to make service available to the residential occupants unless each residential occupant agrees to the terms and conditions of service and meets the requirements of law and the urban and community water system's rules and tariffs. However, if one or more of the residential occupants are willing and able to assume responsibility for the subsequent charges to the account to the satisfaction of the urban and community water system, or if there is a physical means legally available to the urban and community water system of selectively terminating service to those residential occupants who have not met the requirements of the urban and community water system's rules and tariffs, the urban and community water system shall make service available to those residential occupants who have met those requirements.

(d) If prior service for a period of time is a condition for establishing credit with the urban and community water system, residence and proof of prompt payment of rent or other credit obligation acceptable to the urban and community water system for that period of time is a satisfactory equivalent.

(e) Any residential occupant who becomes a customer of the urban and community water system pursuant to this section whose periodic payments, such as rental payments, include charges for residential water service, where those charges are not separately stated, may deduct from the periodic payment each payment period all reasonable charges paid to the urban and community water system for those services during the preceding payment period.

(f) In the case of a detached single-family dwelling, the urban and community water system may do any of the following:

(1) Give notice of termination at least seven days prior to the proposed termination.

(2) In order for the amount due on the delinquent account to be waived, require an occupant who becomes a customer to 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.

116918. An urban and community water system shall report the number of annual discontinuations of residential service for inability to pay on the urban and community water system's Internet Web site, if an Internet Web site exists, and to the board. The board shall post on its Internet Web site the information reported.

116920. (a) The Attorney General, at the request of the board or upon his or her own motion, may bring an action in state court to restrain by temporary or permanent injunction the use of any method, act, or practice declared in this chapter to be unlawful.

(b) For an urban and community water system regulated by the Public Utilities Commission, the commission may bring an action in state court to restrain by temporary or permanent injunction the use by an urban and community water system regulated by the commission of any method, act, or practice declared in this chapter to be unlawful.

116922. All written notices required under this chapter shall be provided in English, the languages listed in Section 1632 of the Civil Code, and any other language spoken by 10 percent or more of the customers in the urban and community water system's service area.

116924. Where provisions of existing law are duplicative of this chapter, compliance with one shall be deemed compliance with the other. Where those provisions are inconsistent, the provisions of this chapter shall apply. Nothing in this chapter shall be construed to limit or restrict the procedural safeguards against the disconnection of residential water service existing as of December 31, 2018.

116926. This chapter does not apply to the termination of a service connection by an urban and community water system due to an unauthorized action of a customer.

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TO: GCSB Board of Directors

FROM: Peter Kampa, General Manager

DATE: January 7, 2020

SUBJECT: Agenda Item 6D: Approval of the Issuance of a Request for Qualifications to Identify and Contract with Qualified Contractors to Perform On-Call Emergency Repair Work and Small Maintenance Projects Costing Less Than \$60,000

RECOMMENDED ACTION

Motion to Approve the Issuance of a Request for Qualifications to Identify and Contract with Qualified Contractors to Perform On-Call Emergency Repair Work and Small Maintenance Projects Costing Less Than \$60,000

BACKGROUND

On-Call Construction and Maintenance Services play a critical role in the efficient delivery of Capital Improvement Projects, as well as, general maintenance projects. The formal or informal bid process to select a contractor often takes months from the time the project is circulated for bids to the final execution of an agreement. Executing on-call service agreements with local, qualified construction companies will streamline project delivery, save District time, staff labor, improve employee safety and ultimately allow for more work to be completed.

DISCUSSION

The District's Maintenance Departments have been inundated with District projects and increasing main breaks and critical service needs for several years. These projects are in addition to their daily responsibilities of responding to hundreds of service calls per year, general maintenance, installation of new water and sewer services for District customers, and upkeep of the District's water and wastewater facilities. Shovel ready small Capital Improvement Projects are being deferred due to contracting complexities, or informally bid separately which creates a significant administrative load and time delays.

If we assign our trained, qualified collection/distribution crews to perform needed work such as replacement of failed street valves, service lines and fire hydrants; there will be no time for technical system maintenance. On-Call Construction and Maintenance Services can help alleviate the work load of District staff and can help complete much needed Capital Improvement Projects.

Staff proposes to issue a Professional Services Request for Qualifications (RFQ) for On-Call Construction and Maintenance Services. The intent of the RFQ is to seek highly qualified professional construction companies that would supplement the District's own crew.

The On-Call Services Agreement is intended to complete small scale District projects with a contract amount of less than or equal to \$60,000. Projects costing between \$60,000 and \$200,000 will continue to be informally bid, and large Capital Improvement Projects, in excess of \$200,000, will continue to go through the formal procurement/bid process.

Examples of work where a supervisor would engage the On-call contractor are:

- Emergency water main breaks or leaks causing operational issues or property damage, or when multiple problems exist at the same time. During the water main break we had recently on which our crew worked all night, if there was a need for the crew to do the same type of work the next day, we would have been dead in the water with no one to assign. We would call a contractor at the same time to reduce property damage and relieve staff.
- When we are short staffed - There is occasion where it is difficult to pull a crew together due to vacations, sick leave, etc with our small staff. On-call contractors provide the supervisor options.
- For major systemwide maintenance such as exercising the 1000+ street valves and replacing those that malfunction. This is recommended as annual maintenance, however we have not been able to perform this service in years
- Fire hydrant replacement or new installations
- Service line replacements. We currently are performing repairs, and in some cases returning to the same service multiple times
- New service line installations for fire services and/or new homes
- Road, driveway and other grading or asphalt repairs
- Major building repairs such as siding, roof, electrical, windows and doors

The contractor is not assured any work at all. Rather, they will provide a price for manpower and equipment, so we know the cost of work performed. If authorized by the Board, staff will publish the RFQ, evaluate proposals and recommend contracts to the Board for approval in February or March 2020.

Compensation to On-Call Contractors will be on a time and materials basis in accordance with CalTrans Standard Specifications. Labor rates are set by prevailing wage determinations released by the California Department of Industrial Relations. Hourly equipment rates are established in the most recent edition of the Caltrans Labor Surcharge and Equipment Rental Rates. In most cases, the District will provide the materials needed to complete the projects by pulling from inventory. The contractor's overhead and profit are limited to a maximum of 35% for labor and 15% for materials. In the end, the only remaining variables to determine the project's cost will be the amount of labor and equipment the contractor chooses to use and the time in which it takes to complete the work.

ATTACHMENTS

- Draft Request for Qualifications

FINANCIAL IMPACTS

The cost of on-call contracting will be covered by the current O&M and capital improvement budgets for water and sewer services. On-call contracting costs will be reported to the Board in association with budget development annually, and included as a separate line item for tracking purposes.



PUBLIC NOTICE IS HEREBY GIVEN that the Groveland Community Services District (District) in Tuolumne County, is accepting Statements of Qualifications for providing on-call construction and maintenance services to be received by electronic submittal by **4:00pm (PST) Wednesday, February 7, 2020** to iflores@gcsd.org. Please request a read receipt with your submission. The full Request for Qualifications is available on the District’s website at: www.gcsd.org.

The Request for Qualifications (RFQ) schedule is as follows:

- | | |
|--------------------------------|--|
| • January 8, 2020 | Date RFQ issued |
| • January 29, 2020 at 10:00 am | Mandatory Preproposal Meeting |
| • February 5, 2020 at 4:00 pm | Deadline for request for clarification and questions |
| • February 7, 2020 at 4:00 pm | Deadline for Statement of Qualifications submission |

Point of Contact: The District’s primary contact for this Request for Qualifications is Luis Melchor, Operations Manager, and can be reached at (209) 962-7161 or by email at lmelchor@gcsd.org.

Scope of Work

The District is seeking qualified contractors to enter into an agreement for on-call construction and maintenance services to supplement the District’s own crew. The contractor shall be capable of providing experienced, knowledgeable, and professional staff, who will be responsive and maintain a good working relationship with the residents, businesses, and the public of Groveland and Big Oak Flat. The District wishes to ensure that all work will be performed in accordance with all District standards, as well as, any applicable environmental health and safety laws, codes, and regulations.

The contractor shall provide all labor, supervision, equipment, tools, miscellaneous materials (that are not supplied by the District) and technical expertise to accomplish the Work. The District will provide most of the materials needed for repairs. Work to be performed under the contract will typically include repair, replacement and upgrade of District water and sewer infrastructure, building, grounds and treatment plants, and involve:

- Provide temporary traffic control and the required work zone signage.
- Saw cut existing asphalt pavement to full depth, approximately 2 to 6 inches thick.
- Excavate, remove, and dispose of existing asphalt pavement.
- Pothole existing underground utilities to verify locations and depths.
- Establish line and grade of pipes, ditches and structures, and the locations and depths of other existing utility lines.
- Excavate for and install pipe and structures at locations designated by the District. Haul, place, and compact trench bedding and backfill material.
- Restore disturbed asphalt pavement with Cold Patch/Cutback.
- Restore disturbed land areas with topsoil, seeding, straw mulch, bark mulch, jute matting, crushed rock or other suitable materials.
- Haul and dispose of all spoils and waste materials.

- Submit daily reports, to include: list of all employees on project site, their job title and hours worked; list of equipment on project site, quantity and type of materials used and who supplied them; photo documentation, and a brief description of the work performed.

Minimum Qualifications:

- The Contractor shall have an Engineering Class A, Sewer Contractor Class C-42, or Pipeline Class C-34 License. Contractors proposing to work only on District buildings shall be a General Building Contractor Class B.
- All contractors and subcontractors shall be registered on an annual basis with the California Department of Industrial Relations (DIR) and pay prevailing wages for any services greater than \$1,000.
- The contractor shall have the ability to obtain an insurance policy that meets District standards naming Tuolumne Utilities District as an additional insured, in order to conduct work in the public right of way. See Attachment A for insurance requirements.
- The contractor must be willing to start the Work within 2 weeks from the date of the requested service unless a later date is agreed upon.

Evaluation Criteria:

- Qualification and capacity of the contractor, project manager(s), foremen, and approach to providing the scope of work. (50%)
- Reference on previous utility project experience (provide project name and Owner). (50%)

The initial screening of contractors will follow the evaluation criteria above; however, the District reserves the right to consider additional criteria, including but not limited to, past experience with the contractor, observed quality of work, and the opinion of the District's inspector to arrive at a final selection. It is in District's sole discretion to select what contractor's will be eligible to conduct on-call work.

Qualification Information:

Work to be performed by the contractor may include but is not limited to:

WATER

- Install, repair, or replace distribution water mains and service lines (3/4"-12")
- Install, repair, or replace gate valves, blowoffs, and air vacuum valves
- Install, repair, or replace fire hydrants
- Install, repair, or replace customer water services, meter boxes and service laterals
- Install, repair or replace control valves and pressure reducing stations

SEWER

- Install, repair, or replace sewer gravity mains and sewer force mains (4"-12")
- Install, repair, or replace manholes
- Sewer lateral realignment
- Installation of sewer cleanouts
- Re-routing of existing sewer mains

BUILDINGS

- Install, repair, or replace siding, trim, doors, windows, electrical, plumbing

- Repair or replace roofs
- Perform interior remodel work such as door installation, flooring and sheetrock work
- Projects will be at various locations within the District's service boundaries within public streets, rights-of-way, and within easements. This work will be accomplished as a design/build with the contractor making the necessary *field adjustments*, to complete the requested Work. All required permits will be secured by the District at no charge to the Contractor.

The Statement of Qualifications proposal shall include the following information:

1. List of all staff, including their titles and roles (Foreman, Operator, Laborers, etc.)
2. List of all equipment owned by the Contractor (Make, Model, Year)
3. List of all relevant underground water and/or wastewater related work completed within the last 5 years including project name, if any, and Owner
4. Any special certifications or licenses held by Contractor's staff
5. Completely fill out the On-Call Construction and Maintenance Services Checklist
6. Completely fill out the Contractor Safety Agreement

Award of Contract: Award of contract, if made, will be in accordance with the evaluation criteria provided in this Request for Qualifications document. The District reserves the right to reject any and all proposals or to waive any irregularities or information in any proposals should it deem this necessary for the public good, and also the proposal of any Contractor who has been delinquent or unfaithful in any former contract with the District. The District may at its discretion select more than one contractor to provide services, if it is in the best interest of the District and the public.

Term of Contract: The District desires to execute a 3-year On-Call Construction and Maintenance Services Contract.

SUMMARY OF DISTRICT POLICIES AND PROCEDURES

Job Order Process: The Project Manager will issue a job order via email to the Contractor. The job order will include:

- a. A map showing the proposed improvements
- b. Estimated quantities
- c. Name and contact info for the District's Project Manager
- d. Requested deadline for completion
- e. Job Number to reference when submitting invoices

Selection of On-Call Contractor: Selection will be at the sole discretion of the District, with consideration given to the nature of the work, the skill of the Contractor, anticipated costs, and schedule.

No Guarantee of Work: The District cannot commit to providing work for each and every On-Call Contractor, nor can it guarantee a specific volume of work.

Project Manager: The Contractor will work directly with the District's Project Manager to coordinate all facets of the Work.

Permitting: All permits for new construction (non-maintenance) work shall be secured by the District. Unless otherwise specified, the Contractor will be operating under the District's blanket encroachment permits from Tuolumne County and Caltrans.

Environmental Compliance: The District shall be responsible for all environmental compliance. Unless otherwise specified, all projects qualify for either a categorical or statutory exemption under the California Environmental Quality Act (CEQA).

Labor Compliance: The Contractor shall be paid by the District in accordance with the current California State Prevailing Wage Determination rates for the appropriate job classification. The Contractor is responsible to determine the appropriate wage classification. The District will compensate up to, but not to exceed the appropriate prevailing wage rate. For Contractors whose labor force is part of a collective bargaining agreement that includes pay rates that exceed the current prevailing wage, the Contractor will not be eligible to claim additional payment from the District.

Department of Industrial Relations (DIR) Registration and Compliance: All projects completed under this Request for Qualifications shall be considered public works projects and Contractor and all Subcontractors shall provide employees benefits pursuant to Section 1720 et. Seq. of the Labor Code. The Contractor must maintain a current registration with the Department of Industrial Relations and shall pay prevailing wage rates. The contractor is responsible for determining which wage classifications are applicable for each project (Labor Code Section 1773.2). Contractor may obtain current prevailing wage rates at the DIR website: <http://www.dir.ca.gov/OPRL/dprevwagedetermination.htm>. Certified payroll for maintenance projects greater than or equal to \$15,000 and new construction, alteration, installation, demolition or repair projects greater than or equal to \$25,000 shall be uploaded to DIR's website. The District will file the Public Works Contract PWC-100 form and will provide the Contractor a Project ID # to reference when uploading certified payrolls. For maintenance projects less than \$15,000 and new construction, alteration, installation, demolition or repair projects less than \$25,000, prevailing wages shall be paid however, it is not required to upload certified payroll to DIR's website.

Contractor Safety and Protection: Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety in, on, and about the site, and shall provide the necessary protection

to prevent damage, injury or loss to:

1. All employees, guests, and visitors to the site and other persons who may be affected thereby.
2. All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

Contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Contractor shall erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for its safety and protection. Contractor shall notify Owners of adjacent utilities when prosecution of the Work may affect them. All damage, injury or loss to any property caused directly or indirectly, in whole or in part, by Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied and paid for by the Contractor. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until the Project Manager issues a notice to the Contractor that the Work is acceptable.

Contractor shall fill out and return to the District the Contractor Safety Agreement in Attachment B.

Insurance: The Contractor shall provide insurance certificates and endorsements in compliance with District standards (see Attachment A). Insurance shall be provided by the Contractor to the District prior to the start of the Work and shall remain in effect for a 1-year period.

Bonds: No bid, payment, or performance bonding will be required unless otherwise specified by the District.

Subcontracting: All subcontractors shall require prior approval of the District. If subcontracting, the prime contractor shall possess a valid Class A General Engineering Contractor license in good standing with the State of California. Subcontractor costs must be itemized separately and are eligible to be marked up by a maximum of 10% for overhead and profit. All subcontractors are held to the same standards as the prime contractor, including but not limited to, licensing, DIR registration, labor compliance, insurance, safety, etc.

District Construction Standards: The Contractor shall comply with all District Standard Construction Details. The most recent edition of the Construction Standard Details can be found in Attachment C and on the District's website at: <https://tudwater.com/development-services/new-development/>

Materials: Unless a material takeoff is provided by the District's Project Manager, Contractor shall submit to the District a list of materials to complete the project. The District will pull and organize materials from the District's inventory. Once the materials are ready, the District's Project Manager will contact the Contractor to coordinate pickup of materials. **Materials that the District cannot furnish will be furnished by the Contractor and billed to the District.** Any materials not used during performance of the work are property of the District and shall be returned within 1 week of project completion. Sand bedding, baserock, and cold mix asphalt shall be the responsibility of the Contractor.

Submittals: Materials being furnished by the Contractor shall be submitted to the Project Manager for review and approval prior to ordering. The District maintains a standard list of approved products that may be used without going through the submittal process.

Equipment Rates: The Contractor shall be compensated by the District in accordance with the hourly

equipment rates listed in the most recent edition of the Caltrans *Labor Surcharge and Equipment Rental Rates* as found:

<https://dot.ca.gov/programs/construction/equipment-rental-rates-and-labor-surcharge>

Overtime Work or Night Work: All overtime and/or night work shall be preapproved by the District's Project Manager. Additional profit and overhead for night work only may be negotiated.

Traffic Control: Unless otherwise specified, the Contractor is responsible to furnish all traffic control including but not limited to signage, flaggers, cones, and barricades as needed. If a traffic control plan is required, the District will develop the traffic control plan for the Contractor to implement.

Unforeseen Conditions: Contractor may encounter unforeseen conditions during the course of the Work including, but not limited to, constructing pipelines or structures over or under unmarked utilities, addition, deletion, or modification of scope of Work, etc. Labor and materials used to complete this Work shall be paid under the *Billing Procedures* and *Profit and Overhead* sections provided in this RFQ. No additional increase in labor, materials, profit, or overhead will be permitted.

Inspection: The District's Project Manager or Inspector will function as the construction inspector, unless this responsibility is delegated to another District staff person.

Surveying: The District will furnish all surveying necessary to perform the work, including property corner research, easement research, horizontal and vertical controls, and construction staking, as needed.

Underground Service Alert (USA): The Contractor shall be responsible to call in for a USA ticket and shall have an active USA ticket at the time the Work occurs. The Project Manager and Contractor shall coordinate to mark the work zone, but the Contractor shall call in their own USA ticket.

Utility Locating: District staff will be responsible to locate District facilities to the best extent practicable. If pothole investigations are necessary to gather more precise information, the District's Project Manager will authorize potholing by the Contractor and the Contractor will be paid on a time and materials basis for that effort under the *Billing Procedures* and *Profit and Overhead* sections provided in this RFQ.

Paving: The Contractor is responsible for all temporary surface restoration. In paved areas, the Contractor may use slurry or cold mix asphalt at the discretion of the District's Project Manager. Final paving will be the responsibility of the District.

Public Service Announcements/Advisories: All announcements and advisories shall be submitted to the media via District staff. The Contractor shall be expected to schedule and communicate with the District's Project Manager any anticipated traffic delays, service interruptions, or other activities that would likely prompt issuing an advisory to the general public.

Water System Shutdowns and Service Interruptions: All customer notifications, including placement of door hangers, shall be the responsibility of the District. Additionally, turning off water mains or water services shall be done exclusively by District Staff who are licensed Distribution System operators.

Sewer System Closed Circuit Television (CCTV) Inspection: Where necessary and at the discretion of the District, District staff may elect to conduct a CCTV inspection of the sewer pipeline to better ascertain the nature and location of the installation or repair. A 1-year CCTV reinspection of the Work may be conducted and if failure is present, Contractor shall repair the Work at no cost to the District.

Excavation Spoils Disposal: The District's Project Manager may designate a location on District property

to dispose of excavation spoils. The Contractor will not be responsible to obtain a grading permit unless they desire to dispose of the spoils on a site that is not owned by the District. The Contractor is not responsible to implement erosion control measures on spoils piles located on District property. When conducting work within the roadway, trench spoils shall be loaded directly into trucks and shall not be placed on the roadway.

Erosion Control: The Contractor shall be paid on a time and materials basis to stabilize all disturbed areas to the satisfaction of the District.

As-Built Drawings: The Contractor shall furnish detailed sketches of the final As-Built product before the final invoice shall be paid. Hand drawn sketches are acceptable, but must be legible and shall include sizes, dimensions, materials, and locations of installed improvements. Photo documentation is required.

Photo Documentation: Contractor shall be required to photo document the course of the work. Photos should include but not be limited to pre-construction photos, photos of installed improvements, and post-construction photos of the finished surface.

Warranty of the Work: The Contractor shall warrant all labor and materials for a period of 2-years from the date of payment of the final invoice. If failure of the Work occurs within 1-year from the date of the final payment, Contractor shall repair the Work within 24 hours of notification of the failure. If the failure results in a water outage or emergency, or if the Contractor is unable to meet the 24-hour repair timeframe, District forces may repair the Work and invoice the Contractor for the labor and materials required to complete the repair, including an additional 15% markup. District labor rates shall be in accordance with the current version of the District's *Water Rules and Regulations*.

Billing Procedures: Work shall be paid for on **a time and materials basis**. The Contractor shall submit to the District's Project Manager, on a monthly basis, an invoice based on time, materials, and equipment used on the job, including an accounting of the hours by date. All hourly labor and equipment rates shall be listed on the invoice. In addition, backup invoices from all material suppliers shall be attached to the invoice. Payment for the Work shall be in accordance with Caltrans Standard Specifications Section 9-104.

Profit and Overhead: Profit and overhead are limited to a **maximum of 35%** for labor and a **maximum of 15%** for materials. Profit and overhead shall be in accordance with Caltrans Standard Specifications Section 9-104.

Retention: Retention of up to 5% may be withheld at the Project Manager's discretion. Upon completion of the work, final payment including release of any retention shall be made within 30 days of submitting the final invoice.

After Hours Emergencies: Work occurring outside of the District's standard business hours of 7:00am-4:00pm Monday through Friday, excluding holidays, shall be approved by the District's project manager. In the event of an emergency the Contractor shall contact the following:

1. Answering Service (209) 532-5536
2. District Project Manager
3. District Operations Manager
4. District Construction and Maintenance Superintendent

Mandatory District Orientation: To be eligible to enter into an On-Call Contract with the District, the Contractor must attend a District orientation at a date and time yet to be determined. The orientation will cover such subjects as:

1. Chain of command and communication
2. Billing procedures
3. Safety procedures
4. District Construction Standards
5. How to use District's System Basemap
6. Expectations for Representing the District in Public
7. Labor Compliance requirements
8. Insurance requirements

ON-CALL CONSTRUCTION AND MAINTENANCE SERVICES CHECKLIST

Please check services that can be provided directly by the Contractor’s in-house staff. This RFP is intended to evaluate a Contractor’s in-house capabilities. Do not check services that can be provided through the use of a subcontractor.

Water Infrastructure	Wastewater
<ul style="list-style-type: none"> <input type="checkbox"/> Installation and repair of water mains <input type="checkbox"/> Installation and repair of valves, fire hydrants, blowoffs, and air vacuum valves <input type="checkbox"/> Pressure testing and water main disinfection <input type="checkbox"/> Concrete work (i.e. concrete collars, housekeeping pads, thrust blocks, etc.) <input type="checkbox"/> Installation and repair of water services, including pressure reducing valve, and water service laterals <input type="checkbox"/> Installation of pressure reducing stations <input type="checkbox"/> Installation and repair of culverts 	<ul style="list-style-type: none"> <input type="checkbox"/> Installation and repair of sewer gravity mains <input type="checkbox"/> Installation and repair of sewer force mains <input type="checkbox"/> Installation of sewer manholes <input type="checkbox"/> Installation and repair of sewer cleanouts <input type="checkbox"/> Installation and repair of sewer services <input type="checkbox"/> Concrete work (i.e. concrete collars, pour-in-place manhole, etc.)
Additional Services (Not required, but desired)	
<ul style="list-style-type: none"> <input type="checkbox"/> Traffic control <input type="checkbox"/> Erosion control (hydroseed) <input type="checkbox"/> Erosion control (seed and straw) <input type="checkbox"/> Paving <input type="checkbox"/> General excavation <input type="checkbox"/> Retaining walls <input type="checkbox"/> Concrete flatwork 	<p>Please list any additional services your company can provide below:</p> <ul style="list-style-type: none"> <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> _____

Submitting Contractor:

PRINTED NAME

SIGNATURE

Contact Information:

PHONE

EMAIL

SUMMARY OF ROLES AND RESPONSIBILITIES

DISTRICT	CONTRACTOR
Permitting	Execute On-Call Services Agreement with District
CEQA Compliance (Environmental)	Register with Dept. of Industrial Relations
Provide surveying (as needed)	Provide Insurance Certificates
Define project limits for USA Ticket	Contractor to call for USA Ticket
Water service turn-offs and turn-ons	Pay prevailing wages
Water main shutdowns	Upload Certified Payroll to DIR Website
Customer notifications (Hanging Doorhangers)	Submit Injury, Illness, Prevention Plan to District
Public service announcements/advisories	Submit Contractor Safety Agreement
Provide Standard Construction Details	Attend District orientation
Provide Basemap	Coordinate scheduling the work with the District's Project Manager
Provide a material takeoff for the job	Provide pothole investigations (as needed)
Pull and organize materials from District inventory	Provide traffic control (as needed)
File a PWC-100 Form with Dept. Industrial Relations	Submit for District approval all materials not being directly sourced by the District
Provide sewer camera inspection pre and post work as necessary	Return any unused materials furnished by the District, to the District, upon completion of the work
Provide water and sewer utility locating	Provide pickup and delivery service of all District furnished materials from the District's warehouse to the job site.
Review and approve any Submittals	Keep thorough accounting of all labor and equipment used on the job on an hourly basis
Provide Construction Inspection	Get prior approval of any changes in work scope
Provide all pipeline flushing	Provide temporary paving
Provide all bacteriological testing (as necessary)	Maintain a field set of "redline" markups (As-Builts) to submit to the District upon completion of the work
Provide disposal site for trench spoils	Submit Monthly invoices per District Format complying with current prevailing wages and Caltrans Equipment Rate schedules
Provide final paving	Warranty all work for a period of 2-years
	Get prior approval for all over-time labor