

Mission statement of McKinleyville Community Services District:
"Provide McKinleyville with safe and reliable water, wastewater, lighting, open space, parks and recreation, and library services in an environmentally and fiscally responsible manner."

**NOTICE IS HEREBY GIVEN THAT A REGULAR MEETING OF THE
MCKINLEYVILLE COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS
WILL BE HELD**

WEDNESDAY, APRIL 1, 2020 AT 6:30/7:00pm

TELECONFERENCE Via ZOOM & TELEPHONE:

**Use ZOOM MEETING ID: 675 633 6928 (<https://zoom.us/j/6756336928>) or DIAL IN TOLL
FREE: 1-888-788-0099**

To participate, please teleconference using the toll free number listed above, or join through the internet at the Zoom App with weblink and ID number listed above, or the public may submit written comments to the Board Secretary at: asousa@mckinleyvillecsd.com up until 4:30 p.m. on Wednesday, April 1, 2020

CLOSED SESSION AGENDA
6:30 p.m.

A. CALL TO ORDER

A.1 Roll Call

A.2 PUBLIC COMMENT AND WRITTEN COMMUNICATIONS

*Any person may address the Board at this time upon any subject not identified on this Agenda but within the jurisdiction of the McKinleyville Community Services District; however, any matter that requires action will be referred to staff for a report of action at a subsequent Committee or Board meeting. As to matters on the Agenda, an opportunity will be given to address the Board when the matter is considered. **Comments are limited to 3 minutes.** Letters should be used for complex issues.*

A.3 Closed Session Discussion

At any time during the regular session, the Board may adjourn to closed session to consider existing or anticipated litigation, liability claims, real property negotiations, license and permit determinations, threats to security, public employee appointments, personnel matters, evaluations and discipline, labor negotiations, or to discuss with legal counsel matters within the attorney-client privilege.

- a. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Gov. Code 54956.8)
Agency Negotiators: Greg Orsini, General Manager, Russell Gans, Legal Counsel
Parties with Whom Negotiating: Michael Malin, Cheryl Malin
Property: Malin Manufactured Home Unit: 795 Hiller Road, McKinleyville, Humboldt County, CA

Under Negotiation: Price and terms of payment, manufactured home unit and future site lease terms.

A.4 Report out of Closed Session

REGULAR MEETING AGENDA

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7:00 p.m.

A. CALL TO ORDER

A.1 Roll Call

A.2 Pledge of Allegiance

A.3 Report out of Closed Session

A.4 Additions to the Agenda

Items may be added to the Agenda in accordance with Section 54954.2(b)(2) of the Government Code (Brown Act), upon a determination by two-thirds vote of the members of the legislative body present at the time of the meeting, or, if less than two-thirds of the members are present, a unanimous vote of those members present, that there is a need to take immediate action and that the need for action came to the attention of the McKinleyville Community Services District after the Agenda was posted.

A.5 Approval of the Agenda

B. PUBLIC HEARINGS

These are items of a Quasi-Judicial or Legislative nature. Public comments relevant to these proceedings are invited.

NO PUBLIC HEARING SCHEDULED

C. PUBLIC COMMENT AND WRITTEN COMMUNICATIONS

*Any person may address the Board at this time upon any subject not identified on this Agenda but within the jurisdiction of the McKinleyville Community Services District; however, any matter that requires action will be referred to staff for a report of action at a subsequent Committee or Board meeting. As to matters on the Agenda, an opportunity will be given to address the Board when the matter is considered. **Comments are limited to 3 minutes.** Letters should be used for complex issues.*

D. CONSENT CALENDAR

Consent Calendar items are expected to be routine and non-controversial, to be acted upon by the Board of Directors at one time without discussion. If any Board member, staff member, or interested person requests

that an item be removed from the Consent Calendar, it shall be removed so that it may be acted upon separately.

- | | | |
|-----|---|---------------|
| D.1 | Consider Approval of the Minutes of the Board of Directors Regular Meeting on March 4, 2020 | Pg. 5 |
| | Attachment 1 – Draft Minutes from March 4, 2020 | Pg. 6 |
| D.2 | Consider Approval of February 2020 Treasurer’s Report | Pg. 11 |
| D.3 | Compliance with State Double Check Valve (DCV) Law | Pg. 34 |

E. CONTINUED AND NEW BUSINESS

- | | | |
|-----|--|----------------|
| E.1 | Consider Approval of Resolution No. 2020-05 Declaring a State of Emergency and Temporarily Changing the Locations of Public Meetings | Pg. 35 |
| | Attachment 1 – Resolution 2020-05 | Pg. 37 |
| E.2 | Declare Mercer-Fraser Company Lowest Responsible and Responsive Bidder for the Hiller Lift Station Upgrades Project and Authorize Board President to Execute Construction Contract with Mercer-Fraser Company | Pg. 38 |
| | Attachment 1 – Bid Award Recommendation Memorandum | Pg. 41 |
| | Attachment 2 – Bid Results Tabulation | Pg. 42 |
| | Attachment 3 – Mercer-Fraser Company Bid Packet | Pg. 44 |
| | Attachment 4 – Muse Concrete Contractors Bid Packet | Pg. 157 |
| | Attachment 5 – Draft Construction Contract including Attachments A-C | Pg. 176 |
| E.3 | Review Parks & General Fund DRAFT Operating Budget, FY2020-21 | Pg. 238 |
| | Attachment 1 – FY2020-21 DRAFT Parks/General Fund Operating Budget | Pg. 239 |
| | Attachment 2 – FY 2020-21 DRAFT Measure B Operating Budget | Pg. 240 |
| E.4 | Initiate Process for General Manager’s Performance Evaluation | Pg. 241 |
| | Attachment 1 – Exhibit A of Board Policy Manual | Pg. 243 |
| | Attachment 2 – Board of Director’s Evaluation Form GM | Pg. 244 |
| | Attachment 3 – Department Head 360 Performance Evaluation of GM | Pg. 246 |
| E.5 | Consider Adopting Resolutions 2020-06 & 2020-07 Initiating Proceedings for the Measure B Maintenance Assessment District -- Renewal for Parks, Open Space, and Recreational Facilities Annual Levy and Collection of Assessments for Fiscal Year 2020/2021; Declaring Intention to Levy and Collect the Fiscal Year 2020/2021 Annual Assessments for the Measure B Maintenance Assessment District -- Renewal for Parks, Open Space, and Recreational Facilities, Accepting and Approving the Engineer’s Report and Setting the Public Hearing | Pg. 249 |
| | Attachment 1 – Resolution 2020-06 | Pg. 251 |
| | Attachment 2 – Resolution 2020-07 | Pg. 253 |
| | Attachment 3 – Draft Annual Engineer’s Report for Fiscal Year 2020/2021 | Pg. 256 |

F. REPORTS

No specific action is required on these items, but the Board may discuss any particular item as required.

F.1 ACTIVE COMMITTEE REPORTS

- a. Recreation Advisory Committee (Couch/Mayo)
- b. Area Fund (John Kulstad/Barsanti)
- c. Redwood Region Economic Development Commission (Mayo/Burke)
- d. McKinleyville Senior Center Board Liaison (Barsanti/Burke)
- e. Audit (Corbett/Barsanti)
- f. Employee Negotiations (Couch/Corbett)
- g. McKinleyville Municipal Advisory Committee (Burke/Mayo)
- h. Humboldt Local Agency Formation Commission (Couch)
- i. Environmental Matters Committee (Couch/Corbett)

F.2 LEGISLATIVE AND REGULATORY REPORTS

Pg. 286

F.3 STAFF REPORTS

- a. Support Services Department (Colleen M.R. Trask) **Pg. 296**
- b. Operations Department (James Henry) **Pg. 238**
- c. Parks & Recreation Department (Lesley Frisbee) **Pg. 238**
- d. General Manager (Greg Orsini) **Pg. 238**
- e. Attachment 1 – WWMF Monthly Self-Monitoring Report **Pg. 238**

F.4 PRESIDENT'S REPORT

F.5 BOARD MEMBER COMMENTS, ANNOUNCEMENTS, REPORTS AND AGENDA ITEMS REQUESTS

G. ADJOURNMENT

Posted 5:00 pm on March 27, 2020

Pursuant to California Government Code Section 54957.5, this agenda and complete Board packet are available for public inspection on the web at McKinleyvillecsd.com/minutes or upon request at the MCSD office, 1656 Sutter Road, McKinleyville. A complete packet is also available for viewing at the McKinleyville Library at 1606 Pickett Road, McKinleyville. If you would like to receive the complete packet via email, free of charge, contact the Board Secretary at (707)839-3251 to be added to the mailing list.

McKinleyville Community Services District will, on request, make agendas available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. Individuals who need this agenda in an alternative format or who need a disability-related modification or accommodation in order to participate in the meeting should contact the Board Secretary at (707) 839-3251. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements for accommodations.

McKinleyville Community Services District

BOARD OF DIRECTORS

April 1, 2020

TYPE OF ITEM: **ACTION**

ITEM: D.1 **Consider Approval of the Minutes of the Board of Directors**

PRESENTED BY: **April Sousa, Board Secretary**

TYPE OF ACTION: **Roll Call Vote – Consent Calendar**

Recommendation:

Staff recommends that the Board review the draft minutes from the March 4, 2020.

Discussion:

The Draft minutes are attached for the above listed meeting.

Alternatives:

Staff analysis consists of the following potential alternative

- Take No Action

Fiscal Analysis:

Not applicable

Environmental Requirements:

Not applicable

Exhibits/Attachments:

- Attachment 1 – Draft Minutes from March 4, 2020

MINUTES OF THE SPECIAL/REGULAR MEETING OF THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT HELD ON WEDNESDAY, MARCH 4, 2020 AT 6:30/7:00 P.M. AZALEA HALL, 1620 PICKETT ROAD, MCKINLEYVILLE, CA

Closed Session Meeting

AGENDA ITEM A. CALL TO ORDER:

A.1 Roll Call: The closed session meeting of the Board of Directors of McKinleyville Community Services District convened at 6:30 pm with the following Directors and staff in attendance:

Mary Burke, President	Gregory Orsini, General Manager
Shel Barsanti, Director	April Sousa, Board Secretary
John Corbett, Director (arrive 6:37 p.m.)	Russel Gans, Legal Counsel
David Couch, Director	
Dennis Mayo, Director	

A.2 Public Comment and Written Communications: There was no public present for comment.

A.3 Closed Session Discussion

At any time during the regular session, the Board may adjourn to closed session to consider existing or anticipated litigation, liability claims, real property negotiations, license and permit determinations, threats to security, public employee appointments, personnel matters, evaluations and discipline, labor negotiations, or to discuss with legal counsel matters within the attorney-client privilege.

- a. CONFERENCE WITH REAL PROPERTY NEGOTIATORS (Gov. Code 54956.8)
 Agency Negotiators: Greg Orsini, General Manager, Russell Gans, Legal Counsel
 Parties with Whom Negotiating: Michael Malin, Cheryl Malin
 Property: Malin Manufactured Home Unit: 795 Hiller Road, McKinleyville, Humboldt County, CA
 Under Negotiation: Price and terms of payment, manufactured home unit and future site lease terms.

A.4 Report Out of Closed Session

There was nothing to report from Closed Session.

Regular Meeting

AGENDA ITEM A. CALL TO ORDER:

A.1 Roll Call: The regular session of the Board of Directors of McKinleyville Community Services District convened at 7:09 pm with the following Directors and staff in attendance:

Mary Burke, President	Gregory Orsini, General Manager
Shel Barsanti, Director	Colleen Trask, Finance Director
John Corbett, Director	James Henry, Operations Director
David Couch, Director	Lesley Frisbee, Recreation Director
Dennis Mayo, Director	April Sousa, Board Secretary

A.2 Pledge of Allegiance: The Pledge of Allegiance was led by President Burke

A.3 Additions to the Agenda: There were no additions to the agenda.

A.4 Approval of the Agenda: It was noted that the applicant for the Recreation Advisory Committee in item E.5 would not be in attendance. Item E.5 would be postponed.

Motion: It was moved to adopt the agenda.

Motion by: Director Couch; **Second:** Director Corbett

There were no additional comments from the Board or Public.

Roll Call: Ayes: Barsanti, Corbett, Couch, Mayo and Burke Nays: None Absent: None

Motion Summary: Motion Passed

AGENDA ITEM B. PUBLIC HEARINGS:

There were no Public Hearings

AGENDA ITEM C. PUBLIC COMMENT AND WRITTEN COMMUNICATIONS:

Director Corbett and Director Mayo commented on their chronic coughs and stated for the public that they were not contagious and if anyone felt uncomfortable, they would dismiss themselves.

Director Corbett asked if there was a District plan for a widespread outbreak in the area.

Director Mayo mentioned a USDA letter regarding grants that he gave to staff for review.

AGENDA ITEM D. CONSENT CALENDAR:

D.1 Consider Approval of the Minutes of the Board of Directors Regular Meeting on February 5, 2020

D.2 Consider Approval of January 2020 Treasurer's Report

D.3 Consider Approval of Hiller Sports Complex Facility Use Agreement

- Contracts Between MCSD and the Following Youth Sport Organizations:
- Mad River Girls Fastpitch Softball (Humboldt ASA) and McKinleyville Little League

D.4 Consider Approval of the Facility Use Agreement between MCSD and the McKinleyville Senior Center for the Use of Azalea Hall

Motion: It was moved to approve the consent calendar.

Motion by: Director Corbett; **Second:** Director Barsanti

There were no comments from the Board or Public.

Roll Call: Ayes: Barsanti, Corbett, Couch, Mayo and Burke Nays: None Absent: None

Motion Summary: Motion Passed

AGENDA ITEM E. CONTINUED AND NEW BUSINESS:

E.1 Consider Adoption of Resolution 2020-02 Recognizing, Honoring, and Commending Diane Sloane for Twenty-five (25) years of service

Finance Director Colleen M.R.Trask gave an overview of the item and read the proposed resolution. The Board and public gave comments of affirmation to Diane Sloane for her years of service with the District.

Motion: Approve Resolution No. 2020-02 Recognizing, Honoring, and Commending Diane Sloane for Twenty-five (25) years of service.

Motion by: Director Mayo; **Second:** Director Corbett

Roll Call: Ayes: Barsanti, Corbett, Couch, Mayo and Burke Nays: None Absent: None

Motion Summary: Motion Passed

E.2 Consider Second Reading and Adoption of Ordinance NO. 2020-01 Amending Rules 9.05, 10.01, and 10.03 of MCSD Rules and Regulations

General Manager Orsini gave an overview of the item. There was no public comment. The Board briefly discussed translations of the policy. The Board asked for it to be translated into Yurok if a volunteer could be located who is willing to do this.

Motion: Second Reading and Adoption of Ordinance No. 2020-01 Amending Rules 9.05, 10.01, and 10.03 of MCSD Rules and Regulations by title only.

Motion by: Director Corbett; **Second:** Director Barsanti

Roll Call: Ayes: Barsanti, Corbett, Couch, Mayo and Burke Nays: None Absent: None

Motion Summary: Motion Passed

E.3 Consider Adoption of a Resolution Authorizing the Execution and Delivery by MCSD of an Installment Contract and Authorizing the General Manager to Execute all Necessary Documents and Related Actions and Select Chase as the Winning Proposal for the Real Property Purchase of the Pialorsi Ranch

Representatives from Brandis Tallman LLC and Kutak Rock LLP gave a presentation on the financing options available for the Board to approve as well as the difference between taxable and tax-exempt options.

The Board asked clarifying questions. There was no other public comment.

Motion: Adoption of Resolution 2020.03.1 (Taxable Resolution) authorizing the execution and delivery by MCSD of an installment contract and authorizing the General Manager to execute all documents and related actions; select Chase as the winning proposal for the property purchase and designate Option A (Not Callable).

Motion by: Director Mayo; Second: Director Barsanti

Roll Call: Ayes: Barsanti, Corbett, Couch, Mayo and Burke Nays: None Absent: None

Motion Summary: Motion Passed

The agreement was signed and handed to the agents at the meeting.

A 5 minute break took place.

E.4 Consider Attendance at the CSDA Special Districts Legislative Days May 19-20, 2020 in Sacramento

Board Secretary April Sousa gave an overview of the item. The Board discussed who was interested in attending. Directors Burke and Mayo wished to attend.

Motion: Authorize all interested Board Members to attend the 2020 California Special Districts Association Legislative Days.

Motion by: Director Mayo; Second: Director Corbett

Roll Call: Ayes: Barsanti, Corbett, Couch, Mayo and Burke Nays: None Absent: None

Motion Summary: Motion Passed

E.5 Consider Appointment of Kassidy Bertoldi for Vacant Alternate Seat on the Recreation Advisory Committee

Item postponed until April Board Meeting to see if applicant can attend.

E.6 Review Information for the Draft Capital Improvement Plan for the Operational Funds: Water, Wastewater, and Streetlights, FY2020-21

Finance Director Trask gave an overview of this item and asked for feedback from the Board. Clarifying questions were asked regarding grant funding.

There was no public comment. This was an information item only. No action taken.

E.7 Discuss and Consider Committee Assignments and Appointment of Committee Chairs by the Board President for the 2020 Calendar Year

President Burke reviewed the presented committees and the Board discussed the necessity for some on the list. The Cornerstone Committee was removed from the list, as it is no longer meeting or necessary. The Water Task Force, AdHoc No Drugs & Toxics Down the Drain and Groundwater Sustainability Committees were removed and combined into one overarching committee that would also deal with Local Limits. This new committee was named the Environmental Matters Committee.

Many appointed Board member appointments remained the same on each committee. Changes included the Redwood Region Economic Development Committee (Mayo Primary, Burke Alternate), McKinleyville Area Fund Committee (Barsanti replaces Burke), and the newly formed committee (Couch/Corbett).

It was also directed to add section F.2 for legislative/regulatory reports, moving staff reports to F.3 and other reports accordingly.

There was no public comment. This item included presidential appointments and direction only, no action by the Board.

E.8 Reserve Policy Review for Repair and Replacement Reserves

Finance Director Trask gave an overview of the item. Clarifying questions and direction given to staff regarding the financial needs of ongoing maintenance for grant funded projects. There was no public comment.

No action taken. This was an informational only item.

E.9 Consider Approval of General Manager Contract with Patrick Kaspari for a Five-year Term

General Manager Orsini gave the overview for this item. President Burke acknowledged the work that went into the process for hiring a new District General Manager.

Motion: Authorize the Board President to Execute the Employment Contract with Patrick Kaspari for a Five-year term.

Motion by: Director Couch; Second: Director Corbett

Roll Call: Ayes: Barsanti, Corbett, Couch, Mayo and Burke Nays: None Absent: None

Motion Summary: Motion Passed

E.10 Consider Adoption of Resolution No. 2020-04 Designating the General Manager the Authorized Representative for Pursuing Grant Funding for a Recycled Wastewater System Project

The item was presented by General Manager Orsini. There was no public comment.

Motion: Approve Resolution No. 2020-04 designating the General Manager as the authorized representative for pursuing grant funding for a Recycled Wastewater System project.

Motion by: Director Corbett; Second: Director Barsanti

Roll Call: Ayes: Barsanti, Corbett, Couch, Mayo and Burke Nays: None Absent: None

Motion Summary: Motion Passed

E.11 Consider Approval of Professional Services Agreement with GHD to Perform Phase 3b of the Mainline Replacement and Rehabilitation Master Plan

Operations Director James Henry gave an overview and answered clarifying questions from the Board regarding testing of “crushing strength”.

Motion: Authorize the General Manager to execute the Professional Services Agreement with GHD to provide services to perform Phase 3b of the Mainline Replacement and Rehabilitation Master Plan, not to exceed \$62,000 with at 10% contingency, totaling \$68,200.

Motion by: Director Corbett; Second: Director Couch

Roll Call: Ayes: Barsanti, Corbett, Couch, Mayo and Burke Nays: None Absent: None

Motion Summary: Motion Passed

AGENDA ITEM F. REPORTS

F.1 ACTIVE COMMITTEE REPORTS

- a. **Recreation Advisory Committee (Couch/Mayo):** Director Couch commented on the BMX project and concerns raised about the solar project overlap with the Dog Park.
- b. **Area Fund (John Kulstad/Burke):** Did not meet, but a date has been set for a meeting.

- c. **Redwood Region Economic Development Commission (Mayo/Barsanti):** Director Mayo noted that he attended a loan meeting.
- d. **McKinleyville Senior Center Advisory Council (Barsanti/Burke):** Director Barsanti was unable to attend because of not being noticed timely of a special meeting.
- e. **Audit (Corbett/Barsanti):** Nothing to report.
- f. **Employee Negotiations (Couch/Corbett):** Did not meet.
- g. **Water Task Force (Burke):** Did not meet
- h. **AdHoc No Drugs & Toxics Down the Drain (Burke):** Did not meet.
- i. **McKinleyville Municipal Advisory Committee (Burke/Mayo):** Director Burke gave a report and noted meetings will be more frequent.
- j. **Cornerstone Committee (Couch):** Did not meet.
- k. **Groundwater Sustainability Committee (Corbett/Burke):** Did not meet.
- l. **Local Agency Formation Commission (Couch):** Director Couch reported on the impact of AB5 with CalLAFCo.

F.2 STAFF REPORTS

- a. **Support Services Department (Colleen M.R. Trask):** Finance Director, Colleen Trask highlighted the process implemented after a counterfeit check received in 2019.
- b. **Operations Department (James Henry):** Operations Director, James Henry had nothing further to report. President Burke asked a clarifying question regarding the pesticide report.
- c. **Parks & Recreation Department (Lesley Frisbee):** Recreation Director, Lesley Frisbee gave an update on Prop 68 grant, noting MCSD project has not been funded. Director Barsanti asked about the impact AB5 will have on independent program facilitators. President Burke asked clarifying questions of absences on the RAC.
- d. **General Manager (Greg Orsini):** General Manager Orsini had nothing to add to his report. President Burke asked clarifying questions regarding Local Limits.

F.3.2 PRESIDENT'S REPORT: President Burke inquired about the feedback from Director Barsanti on the Recreation Department solvency. She also asked the Audit Committee to work with staff on the Replacement Reserve Policy. Director Barsanti stated she would also like to investigate the unfunded liability.

F.4 BOARD MEMBER COMMENTS, ANNOUNCEMENTS, REPORTS AND AGENDA ITEM REQUESTS: Director Corbett gave an update on PG&E power during shut offs and announced his retirement celebration from the Region Water Control Board. Director Mayo gave a brief report on the ACWA Washington DC Conference.

G. ADJOURNMENT:

Meeting Adjourned at 10:46 p.m.

April Sousa, CMC, Board Secretary

**McKinleyville Community Services District
Treasurer's Report
February 2020**

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Page 3	Consolidated Balance Sheet by Fund
Page 4	Activity Summary by Fund with Selected Graphic Comparisons
Page 11	Capital Expenditure Report
Page 12	Summary of Long-Term Debt Report
Page 13	Cash Disbursement Report

Ratios

as of February 29, 2020

- Utility Accounts Receivable Turnover Days	14
- YTD Breakeven Revenue, Water Fund:	\$ 1,553,912
- YTD Actual Water Sales:	\$ 2,462,595
- Days of Cash on Hand-Operations Checking/MM	179

**McKinleyville Community Services District
Investments & Cash Flow Report
as of February 29, 2020**

Petty Cash & Change Funds 9,197.46

Cash

Operating & Money Market - Beginning Balance 2,701,841.30

Cash Receipts:

Utility Billings & Other Receipts	668,244.38	
Money Market Account Interest	335.88	
Transfers from County Funds #2560, #4240, CalTRUST, Meas. B	-	
Other Cash Receipts (CalOES/FEMA grant disb. Generator Proj)	-	

Total Cash Receipts 668,580.26

Cash Disbursements:

Transfers to County Funds #2560, #4240, CalTRUST	-	
Payroll Related Expenditures	(243,992.20)	
Debt Service	(6,089.84)	
Capital & Other Expenditures	(247,173.02)	

Total Cash Disbursements (497,255.06)

Operating & Money Market - Ending Balance 2,873,166.50

Total Cash 2,882,363.96

Investments (Interest and Market Valuation will be re-calculated as part of the year-end close, if material)

LAIF - Beginning Balance 136,947.51

Interest Income	-	
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LAIF - Ending Balance 136,947.51

Humboldt Co. #2560 - Beginning Balance 708,434.62

Property Taxes and Assessments	-	
Transfer to/from Operating Cash	-	
Interest Income (net of adjustments)	1,003.62	

Humboldt Co. #2560 - Ending Balance 709,438.24

Humboldt Co. #4240 - Beginning Balance 3,312,855.81

Transfer to/from Operating Cash	-	
Transfer to/from Biosolids Reserve	-	
Interest Income	3,818.85	

Humboldt Co. #4240 - Ending Balance 3,316,674.66

Humboldt Co. #9390 - Beginning Balance 663,032.08

Reserves Recovery Deposits/Other Bal Withdrawals	-	
Interest Income	-	

Humboldt Co. #9390 - Ending Balance 663,032.08

USDA Bond Reserve Fund - Beginning Balance 153,341.47

Bond Reserve Payment	-	
Debt Service Payment, Principal/Interest	-	
Interest Adjustment	18.27	

USDA Bond Reserve Fund - Ending Balance 153,359.74

CalTRUST - Beginning Balance 10,341,406.58

Net Transfer to/from Designated Reserves: PERS/OPEB	-	
Net Transfer to/from Capacity Fees/Catastrophe/Other Reserves	-	
Net: Interest Income/Unrealized Gain/Loss	75,201.31	

CalTRUST - Ending Balance 10,416,607.89

Total Investments 15,402,077.60

Total Cash & Investments - Current Month 18,284,441.56

Total Cash & Investments - Prior Month 18,033,074.31

Net Change to Cash & Investments This Month 251,367.25

Cash & Investment Summary

Cash & Cash Equivalents	17,513,884.91
Davis-Grunsky Loan Reserve	617,196.91
USDA Bond Reserve	153,359.74

Total Cash & Investments 18,284,441.56

McKinleyville Community Services District
Consolidated Balance Sheet by Fund
as of February 29, 2020

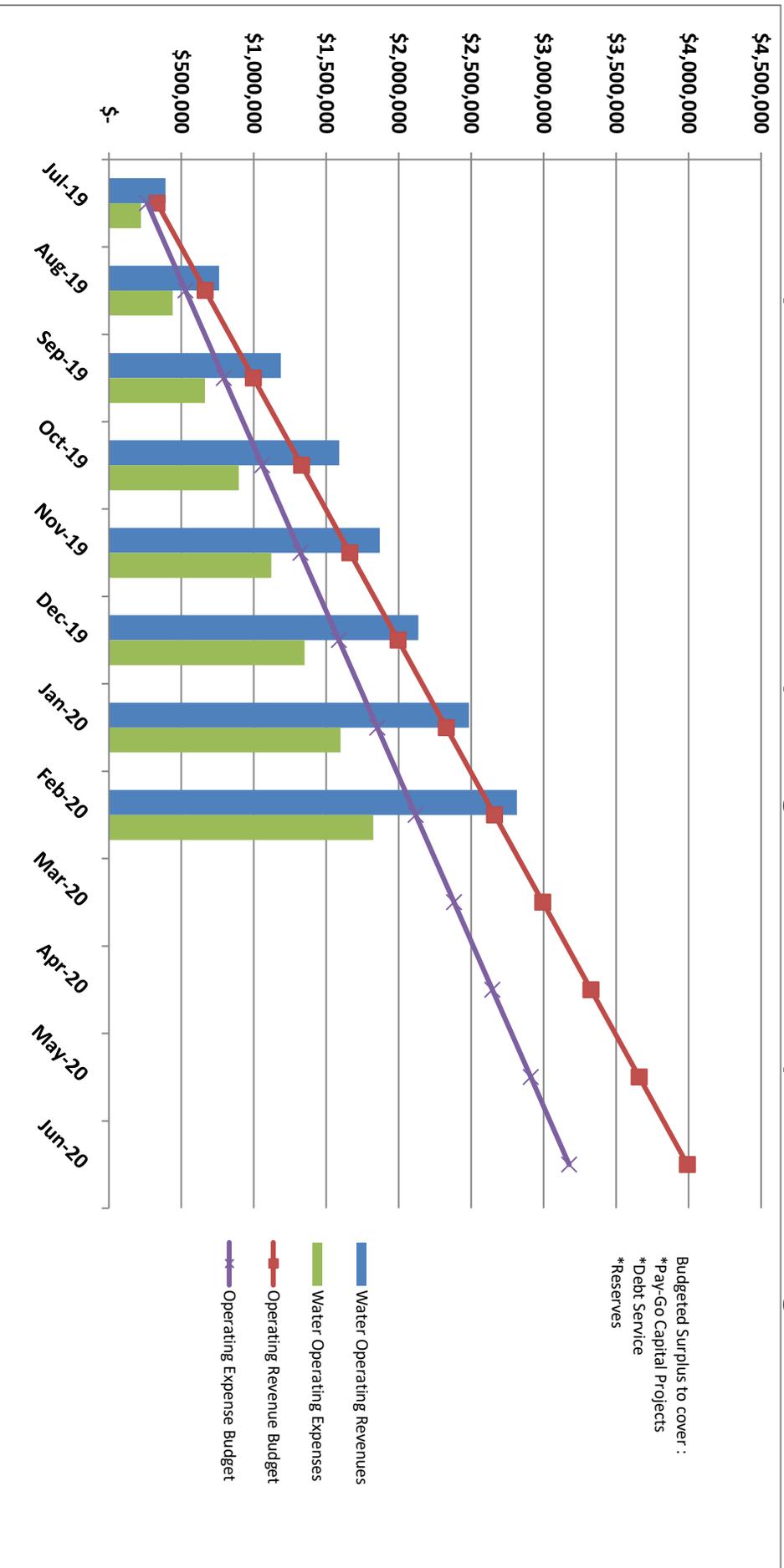
	Governmental Funds				Proprietary Funds				Total (Memorandum Only)
	Parks & General	Measure B	Streetslights	Water	Wastewater				
ASSETS									
Current Assets									
Unrestricted cash & cash equivalents	\$ 1,183,599.56	\$ (526,882.24)	\$ 32,069.57	\$ 6,486,831.54	\$ 10,402,669.58	\$ 17,578,288.01			
Accounts receivable	4,021.83	-	4,144.49	335,880.73	453,843.63	797,890.68			
Prepaid expenses & other current assets	19,033.86	700.20	1,287.62	95,085.56	46,646.18	162,753.42			
Total Current Assets	1,206,655.25	(526,182.04)	37,501.68	6,917,797.83	10,903,159.39	18,538,932.11			
Noncurrent Assets									
Restricted cash & cash equivalents	179,443.49	-	-	617,196.91	153,359.74	950,000.14			
Other noncurrent assets	-	-	-	142,990.32	160,322.48	303,312.80			
Capital assets (net)	-	-	-	8,416,836.02	26,838,486.27	35,255,322.29			
Total Noncurrent Assets	179,443.49	-	-	9,177,023.25	27,152,168.49	36,508,635.23			
TOTAL ASSETS	\$ 1,386,098.74	\$ (526,182.04)	\$ 37,501.68	\$ 16,094,821.08	\$ 38,055,327.88	\$ 55,047,567.34			
LIABILITIES & FUND BALANCE/NET ASSETS									
Current Liabilities									
Accounts payable & other current liabilities	\$ 75,671.01	\$ 334.89	\$ 1,836.54	\$ 231,027.32	\$ 182,289.63	\$ 491,159.39			
Accrued payroll & related liabilities	102,708.03	-	-	65,202.52	65,210.58	233,121.13			
Total Current Liabilities	178,379.04	334.89	1,836.54	296,229.84	247,500.21	724,280.52			
Noncurrent Liabilities									
Long-term debt	-	-	-	2,295,093.03	15,094,555.02	17,389,648.05			
Other noncurrent liabilities	-	-	-	3,520,312.06	3,592,698.08	7,113,010.14			
Total Noncurrent Liabilities	-	-	-	5,815,405.09	18,687,253.10	24,502,658.19			
TOTAL LIABILITIES	178,379.04	334.89	1,836.54	6,111,634.93	18,934,753.31	25,226,938.71			
Fund Balance/Net Assets									
Fund balance	(2,264,981.47)	(526,516.93)	35,665.14	-	-	(2,755,833.26)			
Net assets	3,472,701.17	-	-	3,861,443.16	7,376,643.33	14,710,787.66			
Investment in capital assets, net of related debt	-	-	-	6,121,742.99	11,743,931.25	17,865,674.24			
Total Fund Balance/Net Assets	1,207,719.70	(526,516.93)	35,665.14	9,983,186.15	19,120,574.58	29,820,628.64			
TOTAL LIABILITIES & FUND BALANCE/NET ASSETS	\$ 1,386,098.74	\$ (526,182.04)	\$ 37,501.68	\$ 16,094,821.08	\$ 38,055,327.89	\$ 55,047,567.35			
Difference in ReClass from Cap Assets to Net Assets:									
Investment in General Capital Assets	\$ 3,147,407.23								
General Long-term Liabilities									
PG&E Streetlights Loan	-								
Meas. B Loan: Teen/Community Center	1,056,162.00								
OP&EB Liability	2,780,563.56								
CALPERS Pension Liability/Deferred Inflows-Outflows	593,397.33								
Accrued Compensated Absences	98,740.28								
TOTAL GENERAL LONG-TERM LIABILITIES	\$ 4,528,863.17								

**McKinleyville Community Services District
Activity Summary by Fund, Approved Budget
February 2020**

Department Summaries	January	February	% of Year YTD 66.67%	Original YTD Budget	Over (Under) YTD Budget	Over (Under) YTD Budget %	Notes
Water							
Water Sales	307,493	257,928	2,462,595	2,433,829	28,766	1.18%	
Other Revenues	41,799	73,040	353,354	227,303	126,051	55.45%	Includes YTD Capacity Fees \$159,767. Contrib. Construction \$69,060.
Total Operating Revenues	349,293	330,968	2,815,948	2,661,132	154,816	5.82%	
Salaries & Benefits	76,308	67,175	556,320	679,505	(123,185)	-18.13%	Vacant Operations position for a portion of the year
Water Purchased	90,291	90,183	733,467	728,735	4,732	0.65%	
Other Expenses	51,643	38,620	292,770	466,883	(174,113)	-37.29%	Budget is spread evenly across 12 months, but actuals vary by month
Depreciation	30,250	30,250	242,000	242,000	-	0.00%	
Total Operating Expenses	248,493	226,228	1,824,557	2,117,123	(292,566)	-13.82%	
Net Operating Income	100,800	104,740	991,391	544,009	(137,749)		
Interest Income	7,301	6,473	57,183	33,333	23,850	71.55%	Higher-than-projected interest rates on the County Trust Account
Interest Expense	(4,653)	(4,653)	(39,507)	(39,353)	154	0.39%	
Net Income (Loss)	103,448	106,559	1,009,068	537,989	471,079		
Wastewater							
Wastewater Service Charges	325,636	301,453	2,466,427	2,557,240	(90,813)	-3.55%	
Other Revenues	67,180	100,486	402,479	229,876	172,603	75.09%	Includes YTD Capacity Fees of \$193,703. Contrib. Construction of \$50,240
Total Operating Revenues	392,817	401,948	2,868,905	2,787,116	81,789	2.93%	
Salaries & Benefits	95,164	88,168	704,978	713,507	(8,529)	-1.20%	
Other Expenses	52,639	67,489	405,933	619,076	(213,143)	-34.43%	Budget is spread evenly across 12 months, but actuals vary by month
Depreciation	95,833	95,833	766,664	766,667	(3)	0.00%	
Total Operating Expenses	243,636	251,490	1,877,575	2,099,250	(221,675)	-10.56%	
Net Operating Income	149,181	150,458	991,330	687,866	303,464		
Interest Income	12,310	10,265	91,649	50,000	41,649	83.30%	Higher-than-projected interest rates on the County Trust Account
Interest Expense	(20,930)	(20,930)	(223,134)	(170,625)	52,509	30.77%	Budget is spread evenly across 12 months, but actuals vary by month
Net Income (Loss)	140,560	139,792	859,844	567,241	292,603		
Enterprise Funds Net Income (Loss)	244,008	246,352	1,868,912	1,105,230	763,682		

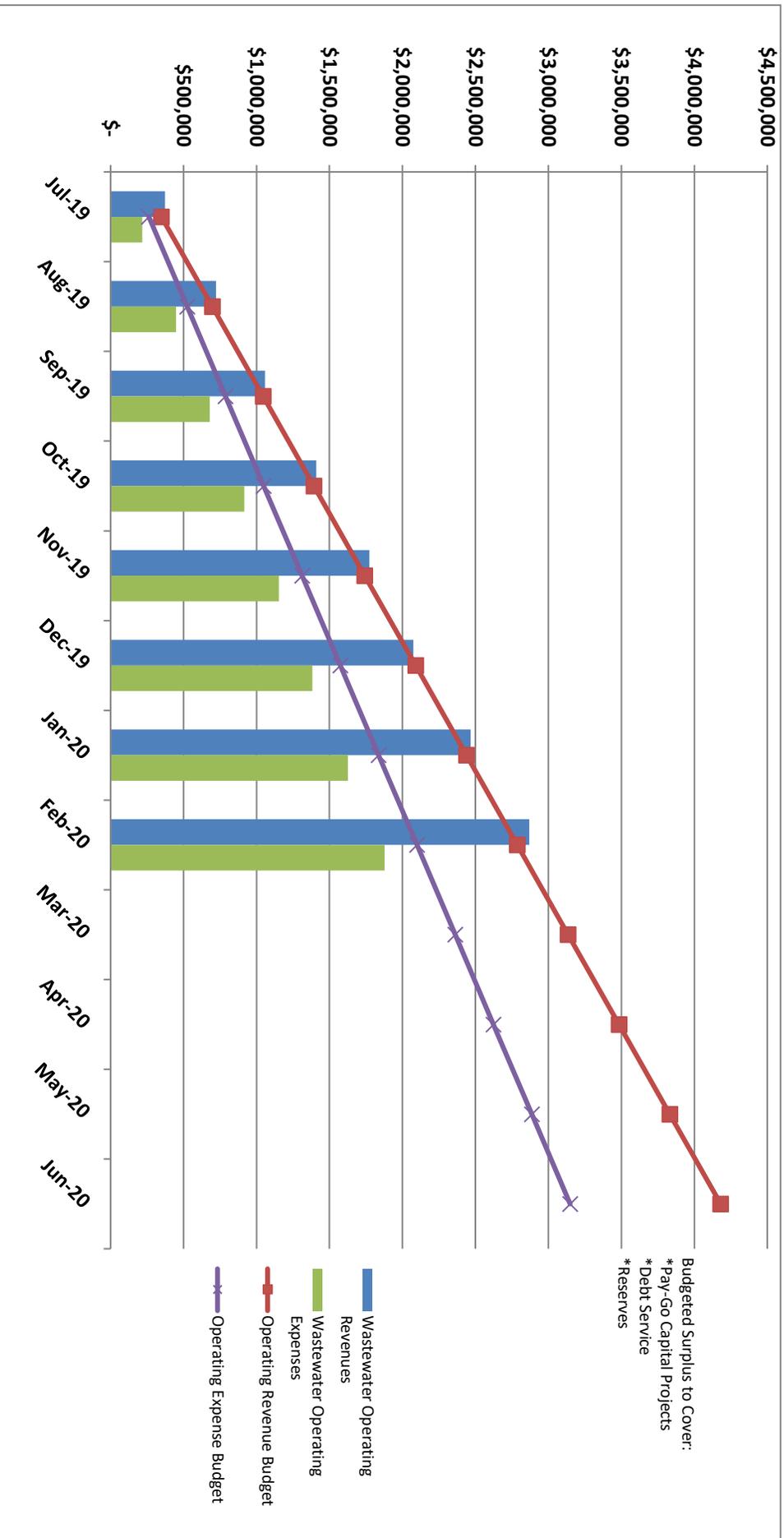
McKinleyville Community Services District February 2020

Comparison of Water Fund Operating Revenues & Expenses to Budget



McKinleyville Community Services District February 2020

Comparison of Wastewater Fund Operating Revenues & Expenses to Budget

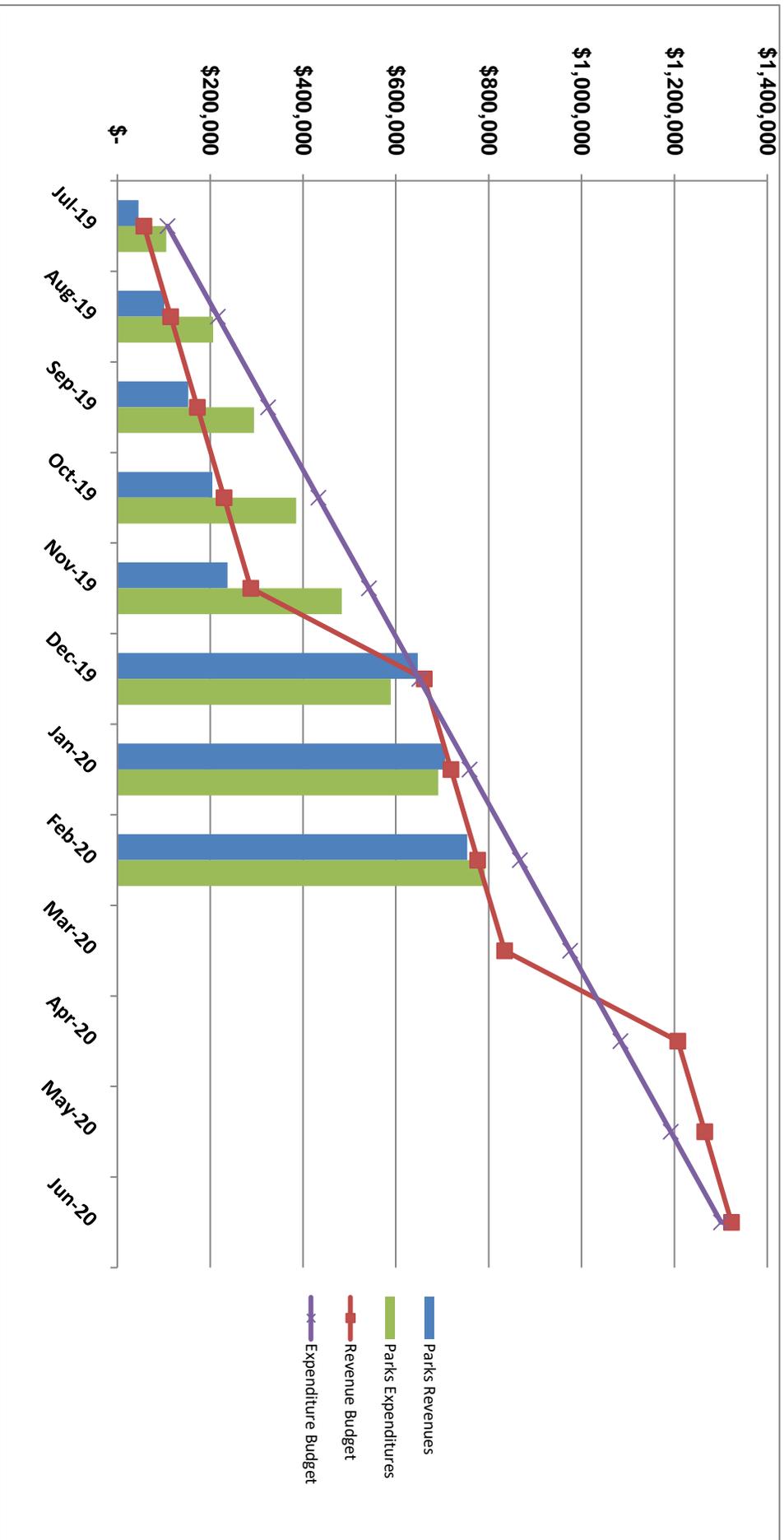


McKinleyville Community Services District
 Activity Summary by Fund, Approved Budget
 February 2020

Department Summaries	January	February	% of Year YTD	Original YTD Budget	Over (Under) YTD Budget	Over (Under) YTD Budget %	Notes
*Parks & Recreation							
Program Fees	20,579	11,024	175,282	245,853	(70,571)	-28.70%	Budget is spread evenly across 12 months, but actuals vary by month
Rents & Related Fees	18,405	12,030	67,341	59,498	7,843	13.18%	Budget is spread evenly across 12 months, but actuals vary by month
Property Taxes	-	-	345,300	421,265	(75,965)	-18.03%	County Tax remittance: December, April, and June
Other Revenues	16,492	20,772	130,983	137,315	(6,332)	-4.61%	Budget is spread evenly across 12 months, but actuals vary by month
Interest Income	3,891	3,446	34,607	18,000	16,607	92.26%	Higher-than-estimated interest rates on the County Trust Account
Total Revenues	59,367	47,271	753,514	881,931	(128,417)	-14.56%	
Salaries & Benefits	81,721	84,105	641,654	624,215	17,439	2.79%	Budget is spread evenly across 12 months, but actuals vary by month
Other Expenditures	20,494	16,430	149,802	192,878	(43,076)	-22.33%	Budget is spread evenly across 12 months, but actuals vary by month
Capital Expenditures	-	-	50	50,000	(49,950)	-99.90%	Capital Projects budget versus actuals vary by month and by project
Total Expenditures	102,215	100,534	791,505	867,093	(75,588)	-8.72%	
Excess (Deficit)	(42,848)	(53,263)	(37,992)	14,838	(52,830)		
*Measure B Assessment							
Total Revenues	144	135	132,031	141,675	(9,644)	-6.81%	Interest & unrealized gains/losses; County Tax remittance December/April/June
Salaries & Benefits	3,037	7,528	43,193	40,950	2,243	5.48%	Repairs/Supplies for Hiller Sports and Cost of Meas.B Engineer's Annual Report
Other Expenditures	232	700	15,280	13,733	1,547	11.26%	Loan prnts in October and April; slight diff. in amort. sched to actual
Capital Expenditures/Loan Repayment	-	-	63,176	86,733	(23,557)	-27.16%	
Total Expenditures	3,269	8,228	121,648	141,416	(19,768)	-13.98%	
Excess (Deficit)	(3,125)	(8,093)	10,383	259	10,124		
*Street Lights							
Total Revenues	9,940	9,650	77,644	74,847	2,797	3.74%	
Salaries & Benefits	3,871	3,132	26,741	30,183	(3,442)	-11.40%	Budget is spread evenly across 12 months, but actuals vary by month
Other Expenditures	2,618	3,188	24,597	23,137	1,460	6.31%	Capital Projects budget versus actuals vary by month and by project
Capital Expenditures/Loan Repayment	-	-	9,863	14,577	(4,714)	-32.34%	PG&E Loan final payment December 2019
Total Expenditures	6,489	6,320	61,201	67,897	(6,696)	-9.86%	
Excess (Deficit)	3,451	3,331	16,444	6,950	(9,494)		
Governmental Funds Excess (Deficit)	(42,523)	(58,025)	(11,165)	22,047	(33,212)		

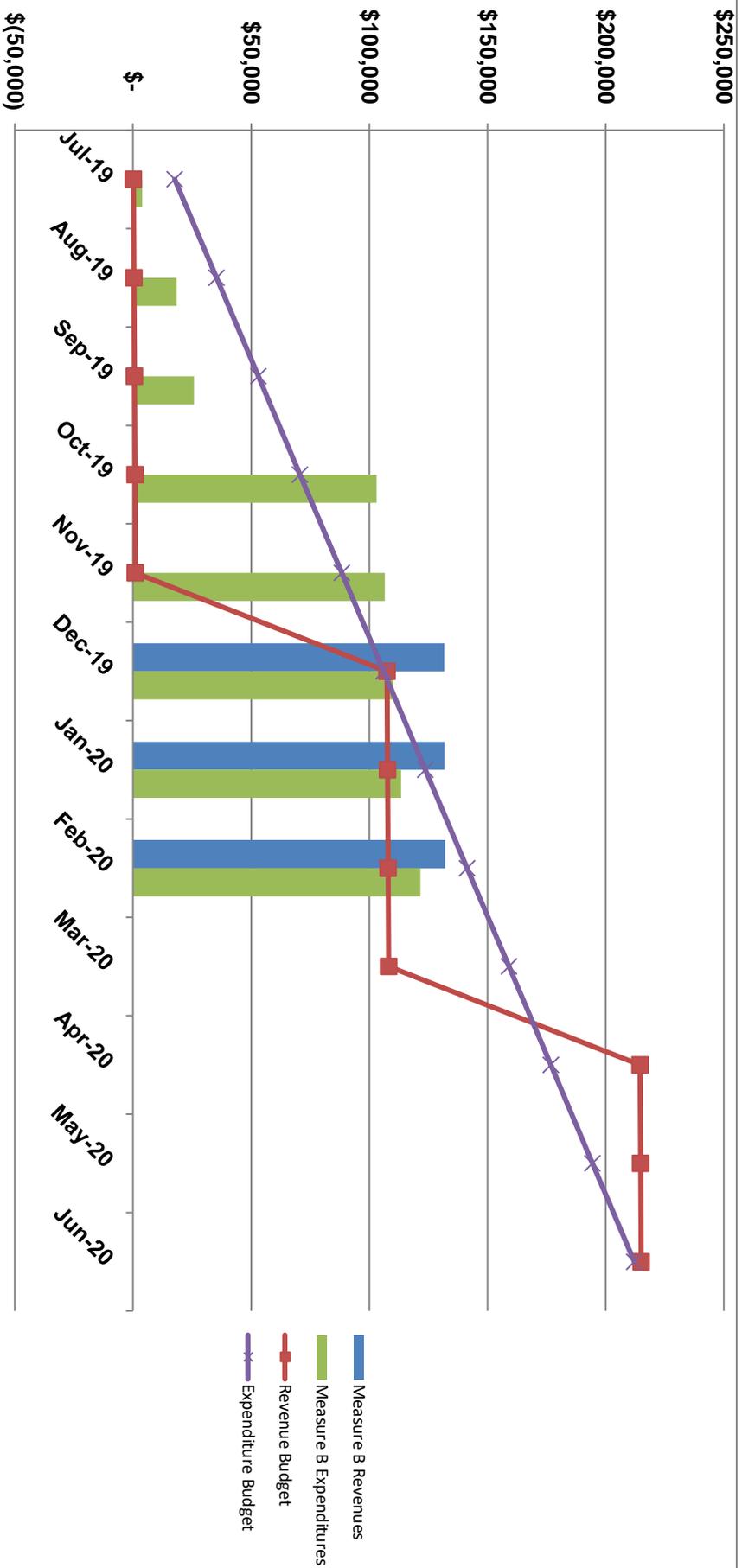
McKinleyville Community Services District February 2020

Comparison of Parks & Recreation Total Revenues & Expenditures to Budget



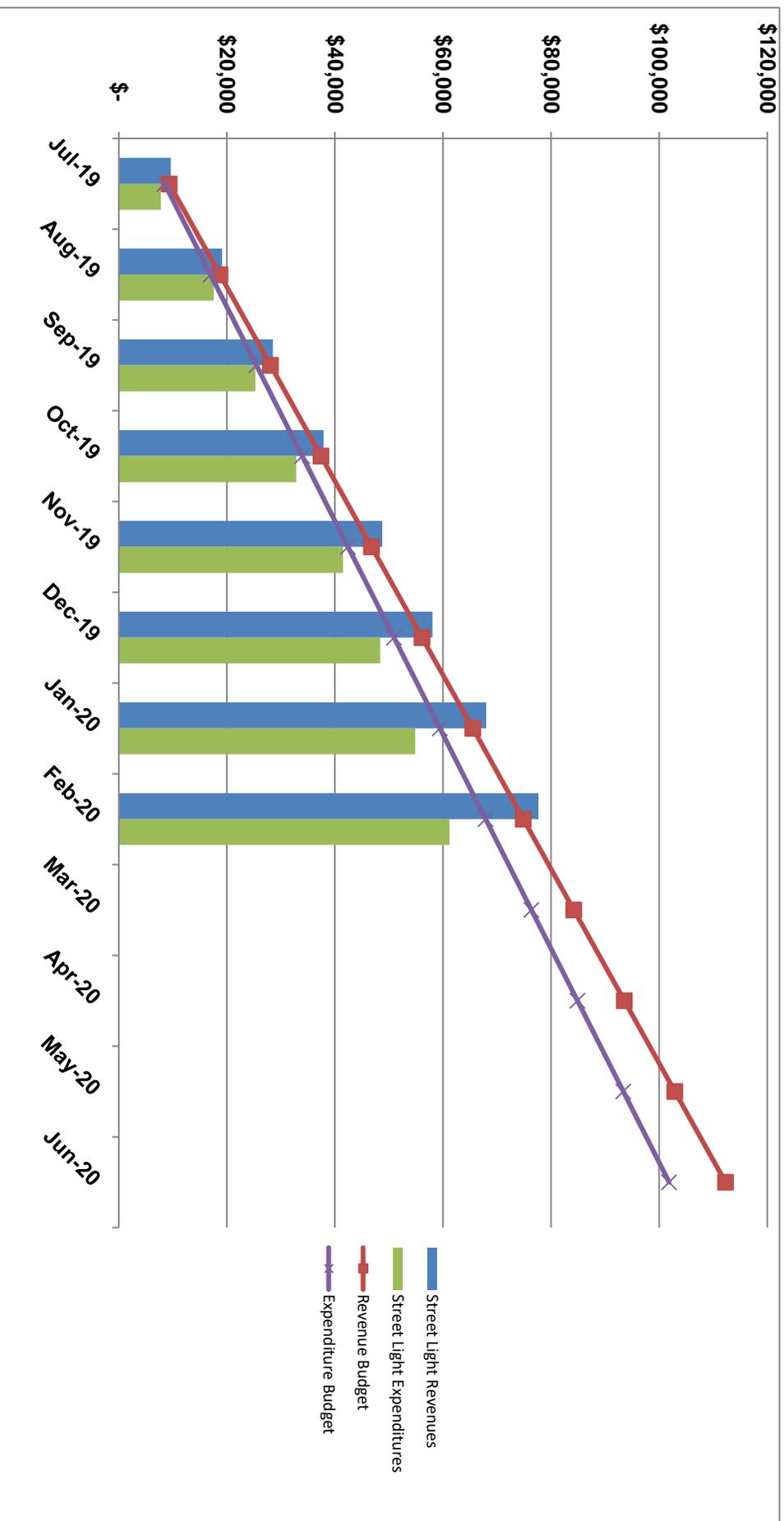
McKinleyville Community Services District February 2020

Comparison of Measure B Fund Total Revenues & Expenditures to Budget



McKinleyville Community Services District February 2020

Comparison of Street Light Fund Total Revenues & Expenditures to Budget



**McKinleyville Community Services District
Capital Expenditure Report
as of February 29, 2020**

	January	February	YTD Total	FY 19-20 Budget	Remaining		Notes
					Budget \$	Budget %	
Water Department							
Ramey Pump Upgrades	-	-	-	-	-	#DIV/0!	
Water Tank Painting & Cathodic	-	-	5,346	506,000	500,654	99%	Water Tank Painting & Cathodic
Alternative Energy Master Plan	-	-	-	50,000	50,000	100%	Alternative energy master plan
4.5m New Water Tank	-	-	11,117	700,000	688,883	98%	Drilling, LACO Assoc.
Production Meter Replacements	-	-	-	-	-	#DIV/0!	Production Meter Replacement
N.BankBoosterStn Emergency VFD replace	-	-	6,480	20,000	13,520	68%	Emergency Water Supply
Emergency Generator-Cochran	-	-	660	50,000	49,340	99%	CochranEmergency Generator
Fire Hydrant System Upgrade	-	-	-	7,000	7,000	100%	Fire Hydrant System Upgrade
Tank Seismic Actuators	-	-	-	20,000	20,000	100%	Tank Seismic Actuators
NorthBank VFD Replacement	-	-	17,130	-	(17,130)	#DIV/0!	NorthBank VFD Replacement
Water Tank Upgrade-McClusky Tree Svc	-	-	29,120	35,000	5,880	17%	Water Tank Upgrade-McClusky Tr
Water Main Rehab & Replacement	7,786	-	23,598	1,000,000	976,402	98%	Water Main Rehab
Property Purchase & Improvements	-	-	-	250,000	250,000	100%	Property Purch/Improvements
Subtotal	7,786	-	93,451	2,638,000	2,544,549	96%	
Wastewater Department							
Sewer Main Rehab & Replacement	7,746	5,485	28,750	1,000,000	971,250	97%	Sewer Main Rehab
WWMF Sludge Disposal - next	-	-	-	240,000	240,000	100%	Sludge handling/disposal
SLS Pump/Generator Replacement	-	-	5,364	-	(5,364)	#DIV/0!	SLS Pump/Generator Replacement
WWMF/Fischer Lift Stn Grinder Upgrade	-	-	27,329	25,000	(2,329)	-9%	Fischer Lift Stn Grinder Upgrade
Alternative Energy Master Plan	-	-	-	50,000	50,000	100%	Alternative energy master plan
WWMF Chlorine Injector/Controllers	-	-	-	10,000	10,000	100%	Chlorine Injector/Controllers
Collection System Upgrades	-	-	132	100,000	99,868	100%	Collection System upgrades
Fischer Lift Station Generator	-	-	-	-	-	#DIV/0!	Fischer Lift Stn Generator
Sewer Lift Stn Upgrade-Hiller	-	-	-	240,000	240,000	100%	Sewer WWMF Upgrade
Solar Project - CWSRF Grant/Loan	1,867	13,586	42,136	3,000,000	2,957,864	99%	WWMF Solar Project
Sewer Undercrossings Project	-	9,999	9,999	-	(9,999)	#DIV/0!	Undercrossings Project
Radio Telemetry Upgrade	-	-	-	-	-	#DIV/0!	Radio Telemetry upgrade
Production Meter Replacements	-	-	-	-	-	#DIV/0!	Production Meter Replacement
WWMF - next NPDES Permit	-	-	950	25,000	24,050	96%	NPDES Permit Project
Customer Radio Meter Replacements	-	-	-	10,000	10,000	100%	Radio meters purch/install
Underground pipe locator & camera	-	-	-	5,000	5,000	100%	Underground pipe locator & came
Flow Totalizers	-	-	-	-	-	#DIV/0!	Flow Totalizers
Sewer Lift Station Other Upgrades	73,649	7,157	174,469	-	(174,469)	#DIV/0!	SwrLiftStnUpgrade-Letz
Subtotal	9,613	29,070	114,660	4,705,000	4,590,340	98%	
Water & Wastewater Operations							
Heavy Equipment	-	-	-	100,000	100,000	100%	Hydrocl. & Tractor attachments &
Utility Vehicles	325	593	24,824	50,000	25,176	50%	CCTV truck, 3/4 or 1-ton Pickup
Office, Corporate Yard & Shops	-	12,417	38,388	50,000	11,612	23%	Facilities upgrade/sealcoat
Computers & Software	16,242	2,111	33,267	60,000	26,733	45%	Server, PCs, GIS/SEMS/CADD
Fischer Ranch - Reclamation Site Upgrade (tr	-	-	-	100,000	100,000	100%	Match to 3rd party grant funding
Fischer Ranch - Barn & Fence upgrades, Unc	-	-	-	45,000	45,000	100%	Underground valving/piping
Property Purchase & Improvements	889	-	8,071	1,500,000	1,491,929	99%	Pialorsi Ranch purchase
Small Equipment & Other	-	-	-	40,000	40,000	100%	Air compressor
Subtotal	17,456	15,121	104,549	1,945,000	1,840,451	95%	
Enterprise Funds Total	108,505	51,348	487,129	9,288,000	8,975,339	97%	
Parks & Recreation Department							
Hiller Park & Sports Complex	-	-	-	-	-	#DIV/0!	Other Equipment & Signage
Pierson Park Upgrades	-	-	50	-	(50)	#DIV/0!	
Washington Avenue Park Project	-	-	-	-	-	#DIV/0!	
Azalea Hall Projects	-	-	-	32,000	32,000	100%	Flooring, Pkg Lot resurface
McKinleyville Activity Center Upgrades	-	-	-	6,000	6,000	100%	Major Appliance replacement
Law Enforcement Facility Improvements	-	-	-	24,000	24,000	100%	LEF flooring/Library Carpet
Projects Funded by Quimby/Other Funds	-	-	-	-	-	#DIV/0!	Covered Picnic Area
Projects Funded by Measure B Renewal	-	-	-	-	-	#DIV/0!	Teen Center Constr&Loan svc
Other Parks Projects & Equipment	-	-	-	14,000	14,000	100%	Brush&LawnMowers/Trailer
Subtotal	-	-	50	76,000	75,950	100%	
Streetlights							
Pole Replacement	-	-	-	2,000	2,000	100%	Pole Replacement
Subtotal	-	-	-	2,000	2,000	100%	
Governmental Funds Total	-	-	50	78,000	77,950	100%	
All Funds Total	108,505	51,348	487,179	9,366,000	9,053,289	97%	

**McKinleyville Community Services District
Summary of Long-Term Debt Report
as of February 29, 2020**

**Principal Maturities and
Scheduled Interest**

	Maturity Date	%	Balance - Jan 31, 2020		Balance- Feb 29, 2020		FY-20	Thereafter
			2020	2020	2020	2020		
Water Fund:								
I-Bank	8/1/30							
Interest		3.37%	625,086.83	625,086.83	-	-	625,086.90	122,826.39
State of CA Energy Commission (ARRA)	12/22/26							
Interest		1.0%	83,970.10	83,970.10	5,804.42	421.00	78,165.47	2,764.70
State of CA (Davis Grunsky)	1/1/33							
State of CA (Davis Grunsky) Deferred Interest	1/1/33							
Interest		2.5%	1,364,584.89	1,364,584.89	-	-	1,364,584.89	221,451.21
Total Water Fund-Principal			2,295,093.03	2,295,093.03	5,804.42	18,428.21	2,289,288.47	376,166.43
Total Water Fund-Interest								
Total Water Fund			2,295,093.03	2,295,093.03	24,232.63	2,665,454.90		
Wastewater Fund:								
WWMF SRF Loan	7/31/47							
Interest		1.6%	14,869,555.02	14,869,555.02	-	-	16,255,308.73	3,565,343.22
USDA (Sewer Bond)	8/1/22							
Interest		5.0%	225,000.00	225,000.00	-	5,625.00	225,000.00	16,125.00
Total Wastewater Fund-Principal			15,094,555.02	15,094,555.02	-	-	16,480,308.73	3,581,468.22
Total Wastewater Fund-Interest								
Total Sewer Fund			15,094,555.02	15,094,555.02	5,625.00	20,061,776.95		
Meas. B Fund: Teen/Comm Center Loan								
	11/1/29							
Interest		3.55%	1,056,162.00	1,056,162.00	45,218.00	19,058.57	1,019,724.00	190,528.89
Streetlights Fund: LED Proj Loan, PG&E								
Interest		0.0%	-	-	-	-	-	-
Total Principal			18,445,810.05	18,445,810.05	51,022.42	43,111.78	19,789,321.20	4,148,163.54
Total Interest								
Total			18,445,810.05	18,445,810.05	94,134.20	23,937,484.74		

McKinleyville Community Services District
Cash Disbursement Report
For the Period February 1 through February 29, 2020

Check Number	Check Date	Vendor Number	Vendor Name	Net Amount	Invoice #	Description
Accounts Payable Disbursements						
16689	2/13/2020	AKS01	Reversal of check SA	(557.24)	C00213H	Reversal of check SA
16691	2/13/2020	BAL01	Reversal of check DB	(1,775.27)	C00213H	Reversal of check DB
16697	2/13/2020	GOM02	Reversal of check JG	(350.17)	C00213H	Reversal of check JG
16699	2/13/2020	HEN03	Reversal of check JH	(3,231.42)	C00213H	Reversal of check JH
16707	2/13/2020	SLO01	Reversal of check DS	(1,768.84)	C00213H	Reversal of check DS
16710	2/13/2020	TOR01	Reversal of check JT	(560.05)	C00213H	Reversal of check JT
16711	2/13/2020	VIL01	Reversal of check AV	(34.07)	C00213H	Reversal of check AV
36611	2/3/2020	BAL01	FSA REIMBURSEMENT DB	647.11	C00203	FSA REIMBURSEMENT DB
36612	2/3/2020	BUC01	SAFETY ALLOTMENT REIMB MB	86.79	C00203	SAFETY ALLOTMENT REIMB MB
36613	2/3/2020	BUR01	MARY C. BURKE	250.00	C00203	BOARD MEETINGS 1/10 & 1/1
36614	2/3/2020	COA01	COASTAL BUSINESS SYSTEMS	1,110.83	C00203	COPIER MONTHLY PAYMENT
36615	2/3/2020	COR01	CORBIN WILLITS SYSTEMS, INC	906.19	C00203	OMS MONTHLY MAINTENANCE
36616	2/3/2020	FRI05	LESLEY FRISBEE	93.50	C00203	CSDA WORKSHOP REIMB
36617	2/3/2020	HAR13	The Hartford - Priority A	419.04	C00202	GRP LIFE INSURANCE
				431.79	C00203	GRP. LIFE INSURANCE
			Check Total:	<u>850.83</u>		

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
36618	2/3/2020	HEN03	JAMES G. HENRY	239.74	C00203	GRAB FOR GRAB FEED
36619	2/3/2020	INF02	INFOSEND	3,289.41	162905	MAILING OF BILLS/ INSERT
36620	2/3/2020	INF03	INFINITE CONSULTING SERVICES	16,242.11	8247	COMPUTERS/ SOFTWARE & EQU
			Check Total:	122.96	8259	SSL CERTIFICATE
				<u>16,365.07</u>		
36621	2/3/2020	MAY02	DENNIS MAYO	250.00	C00203	BOARD MEETINGS 1/10 & 1/1
36622	2/3/2020	MAY03	DENNIS MAYO	148.00	C00203	ACWA AG COMMITTEE MEETING
36623	2/3/2020	PGE05	PG&E STREETLIGHTS	360.04	C00203	STREETLIGHTS
36624	2/3/2020	PGE07	PG&E STREETLIGHTS	1,027.29	C00203	STREETLIGHTS
36625	2/3/2020	PGE11	PG&E	29.59	C00203	GAS & ELECTRIC
36626	2/3/2020	SAF04	SAFEWAY INC. FILE # 72905	9.62	C00203	REC PROGRAM SUPPLIES
36627	2/3/2020	SOL01	SOLO SPORTS	96.98	12568	REC PROGRAM SUPPLIES
36628	2/3/2020	SUD01	SUDDENLINK	193.23	C00203	TEEN CENTER INTERNET
36629	2/3/2020	TOR01	BANK FEE REIMB JT	58.00	C00203	BANK FEE REIMB JT
36630	2/3/2020	USB01	U.S. BANK TRUST N.A.	6,089.84	C00203	SEWER BOND PAYMENT
36631	2/3/2020	USP02	USPS: ARCATATA BMEU	1,443.62	C00203	NEWSLETTER POSTAGE
36632	2/3/2020	VER01	VERIZON WIRELESS	71.61	C00203	CELL PHONES/ TABLET
36633	2/3/2020	WEI01	WEIRUP LANE ASSOCIATION	108.00	C00203	ANNUAL ROAD MAINTENANCE
36634	2/3/2020	\D008	MQ CUSTOMER REFUND FOR DA	62.78	000C00201	MQ CUSTOMER REFUND FOR DA
36635	2/3/2020	\F003	MQ CUSTOMER REFUND FOR FL	33.27	000C00201	MQ CUSTOMER REFUND FOR FL

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
36636	2/3/2020	\H005	REISSUEMENT OF CHECK SH	55.03	C00203	REISSUEMENT OF CHECK SH
36637	2/3/2020	\H030	MQ CUSTOMER REFUND FOR HA	3.47	000C00201	MQ CUSTOMER REFUND FOR HA
36638	2/3/2020	\H031	MQ CUSTOMER REFUND FOR HO	59.49	000C00201	MQ CUSTOMER REFUND FOR HO
36639	2/3/2020	\M015	MQ CUSTOMER REFUND FOR MA	31.99	000C00201	MQ CUSTOMER REFUND FOR MA
36640	2/3/2020	\M016	MQ CUSTOMER REFUND FOR MA	7.16	000C00201	MQ CUSTOMER REFUND FOR MA
36641	2/3/2020	\M017	MQ CUSTOMER REFUND FOR ME	100.95	000C00201	MQ CUSTOMER REFUND FOR ME
36642	2/3/2020	\M018	MQ CUSTOMER REFUND FOR ME	54.26	000C00201	MQ CUSTOMER REFUND FOR ME
36643	2/3/2020	\N006	MQ CUSTOMER REFUND FOR NE	120.00	000C00201	MQ CUSTOMER REFUND FOR NE
36644	2/3/2020	\S009	MQ CUSTOMER REFUND FOR SY	66.73	000C00201	MQ CUSTOMER REFUND FOR SY
36645	2/3/2020	\T009	MQ CUSTOMER REFUND FOR TR	36.62	000C00201	MQ CUSTOMER REFUND FOR TR
36646	2/3/2020	\W007	MQ CUSTOMER REFUND FOR WH	77.81	000C00201	MQ CUSTOMER REFUND FOR WH
36647	2/3/2020	\Y002	MQ CUSTOMER REFUND FOR YU	46.94	000C00201	MQ CUSTOMER REFUND FOR YU
36650	2/10/2020	ACC04	ACCURATE DRUG TESTING SER	90.00	48	PROFESSIONAL SERVICES
36651	2/10/2020	ACW01	CB&T/ACWA-JPIA	8,132.03	C00207	GRP. HEALTH INS
36652	2/10/2020	ADV01	ADVANCED SECURITY SYSTEM	27.63	495685	REPAIRS/SUPPLIES
			Check Total:	102.36	507650	SECURITY SYSTEMS SERVICES
				<u>129.99</u>		
36653	2/10/2020	ARC02	Arcata Stationers	58.51	C00207	OFFICE SUPPLIES
36654	2/10/2020	ASB01	ASBURY ENVIRONMENTAL SERVICES	65.00	511798	USED OIL/ MIXED OIL
36655	2/10/2020	BAD01	BADGER METER, Inc.	353.04	80046861	BEACON MOBILE HOSTING SUBSCR

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
36656	2/10/2020	CUM01	CUMMINS PACIFIC, LLC.	223.87	Y7-9+6382	TROUBLESHOOT OFFICE GENERATOR
36657	2/10/2020	DRU01	DRUGFREE USA	62.00	15952	PREEMPLOYMENT TEST
36658	2/10/2020	EUR07	Eureka Rubber Stamp Co.	20.21	A30284	OFFICE SUPPLIES
36659	2/10/2020	FED02	FEDAK & BROWN LLP	750.00	C00207	ACCT. / AUDIT
36660	2/10/2020	GAN01	GAN CONFERENCEING	15.24	42908	PROFESSIONAL SERVICES
36661	2/10/2020	GHD01	GHD	2,514.71	134353	WATER/ SEWER MASTER PLAN
			Check Total:	15,883.75	134504	SEWER LIFT STATION UPGRADE
				18,398.46		
36662	2/10/2020	HEA01	HEALTHEQUITY, ATTN: CLINT	70.80	C00207	ANNUAL ADMIN FEE
36663	2/10/2020	HUM01	HUMBOLDT BAY MUNICIPAL WATER DISTRICT	90,291.48	C00207	WTR PURCHASED
36664	2/10/2020	HUM08	HUMBOLDT SANITATION	2,042.75	C00207	TRASH SERVICE
36665	2/10/2020	HUM17	HUMBOLDT COUNTY DEPT. OF PUBLIC HEALTH	380.05	C00207	HAZ MATERIALS FEES
36666	2/10/2020	JOH04	OPERATOR IN TRAINING APPL JJ	95.00	C00207	OPERATOR IN TRAINING APPL JJ
36667	2/10/2020	MCK03	MCKINLEVILLE OFFICE SUPPLY	11.45	C00203	SHIPMENT-SOLAR PROJECT
36668	2/10/2020	MIL01	Miller Farms Nursery	132.90	C00203	REPAIRS/SUPPLY
			Check Total:	37.70	C00207	REPAIRS/SUPPLY
				170.60		
36669	2/10/2020	NOR01	NORTH COAST LABORATORIES	840.00	C00206	LAB TESTS
			Check Total:	1,435.00	C00207	LAB TESTS
				4,800.00	C00210	LAB TESTS
				7,075.00		
36670	2/10/2020	NOR35	NORTHERN HUMBOLDT EMPLOYMENT SVCS	761.83	C00207	P.PARK/CENTRAL AVE MAINTENANCE
36671	2/10/2020	ORE01	O'REILLY AUTOMOTIVE, INC.	19.37	C00203	REPAIRS/SUPPLY

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
36672	2/10/2020	SEQ01	Sequoia Gas Co.	21.07	C00207	HILLER SPORTS SITE FUEL
36673	2/10/2020	UMP01	UMPQUA BANK	764.85	0120GO	SUPPLIES PURCHASED
				1,709.71	0120IH	REPAIRS/ SUPPLIES
				302.05	0120LF	REC PROGRAM SUPPLIES
				367.82	0120BOARD	TRAVEL/ MEALS/ OFFICE SUP
				424.92	0120PARKS	REC PROGRAM/OFFICE SUPPLIES
Check Total:				<u>3,569.35</u>		
36674	2/10/2020	VAL01	VALLEY PACIFIC PETROLEUM	519.65	C00207	GAS/OIL/LUBE
36675	2/10/2020	VAL02	VALLEY PACIFIC	2,599.14	C00207	GAS/OIL/LUBE
36676	2/10/2020	INT02	INTERNAL REVENUE SERVICE	279.01	C00210P	FEE PAYMENT
36677	2/11/2020	UMP01	UMPQUA BANK	679.29	0120CTP	TRAVEL/ PARKING
36678	2/11/2020	CAL08	CALIFORNIA HIGHWAY PATROL	10.00	C00211P	ACCIDENT REPORT FROM CHP
36679	2/14/2020	FID01	Fidelity National Title	10,000.00	C00214P	ESCROW#2012000218-NS PURCH
36680	2/18/2020	ATT01	AT&T	2,748.05	C00218	PHONE SERVICES
36681	2/18/2020	ATT02	AT&T	3,377.62	C00218	TELEPHONE ADMIN./GENERAL
36682	2/18/2020	ATT05	AT&T	184.24	C00218	TELEPHONE TEEN/FAM CTR
36683	2/18/2020	ATT06	AT&T	237.72	C00218	TELEPHONE AZALEA HALL
36684	2/18/2020	BET01	BETH WONSON & COMPANY	1,924.98	185	PROFESSIONAL SERVICES
36685	2/18/2020	COU02	HUMBOLDT COUNTY ASSESSOR	6.70	C00207	MEASURE B MAPS
36686	2/18/2020	FED01	FedEx Office	348.32	C00218	LAB SHIPMENT
36687	2/18/2020	GRA02	GRAINGER	18.80	C00206	REPAIRS/ SUPPLIES
				162.76	C00207	SAFETY SUPPLIES
Check Total:				<u>181.56</u>		

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
36688	2/18/2020	HAR03	HARPER MOTORS CO.	592.63	C00218	BEDLINER UNIT 12
36689	2/18/2020	HUM13	HUMBOLDT COUNTY VISITORS	82.90	9680	ANNUAL MEMBERSHIP
36690	2/18/2020	INF03	INFINITE CONSULTING SERVICES	2,250.00	8270	PROFESSIONAL SERVICES
36691	2/18/2020	LES01	LES SCHWAB TIRE CENTER	1,023.43	C00207	VEHICLE REPAIRS
36692	2/18/2020	MAY03	DENNIS MAYO	153.00	C00	ACWA WASHINGTON DC CONFER
36693	2/18/2020	MCK04	MCK ACE HARDWARE	84.85	C00203	REPAIRS/SUPPLY
			Check Total:	37.57	C00207	REPAIRS/SUPPLY
				122.42		
36694	2/18/2020	MEN01	MEENDES SUPPLY CO.	896.52	C00207	REPAIRS/SUPPLY
36695	2/18/2020	NOR13	NORTHERN CALIFORNIA SAFETY CONSORTIUM	120.00	C00207	SAFETY TRAINING
36696	2/18/2020	PAC05	PACIFIC ECORISK	856.45	16233	LAB TESTING
			Check Total:	2,646.00	16234	LAB TESTING
				3,502.45		
36697	2/18/2020	PGE01	PG & E (Office & Field)	21,513.05	C00218	GAS & ELECTRIC
36698	2/18/2020	PGE10	PG&E STREETLIGHTS	3.38	C00218	GAS & ELECTRIC S.L.- ZONE
36699	2/18/2020	SEC03	SECURITY LOCK & ALARM	365.26	3536	REPAIRS/ SUPPLIES
36700	2/18/2020	STA11	STAPLES CREDIT PLAN	593.28	C00218	OFFICE SUPPLIES
36701	2/18/2020	THA01	THATCHER COMPANY, INC.	3,204.78	C00207	WWMF SUPPLIES
36702	2/18/2020	THO02	Thomas Home Center	349.05	C00205	REPAIRS/SUPPLY
				19.47	C00206	REPAIRS/SUPPLY
				309.45	C00207	REPAIRS/SUPPLY
				15.06	C00218	REPAIRS/SUPPLY
				74.91	C002007	REPAIRS/SUPPLY
			Check Total:	767.94		

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
36703	2/18/2020	THR01	THRIFTY SUPPLY COMPANY	1,467.06	1469829	REPAIRS/ SUPPLIES
36704	2/18/2020	THR02	THREE G'S HAY & GRAIN	331.12	102713	REPAIRS/SUPPLY TREATMENT
				258.88	102952	REPAIRS/SUPPLY TREATMENT
				131.56	103304	REPAIRS/SUPPLY TREATMENT
			Check Total:	<u>721.56</u>		
36705	2/18/2020	TIM01	TIMES-STANDARD	914.20	1238108	ADVERTISEMENT-BIDS FOR HI
36706	2/18/2020	WES13	WESTERN WEB	1,140.79	23982	NEWSLETTER PRINTING
36707	2/24/2020	/0001	AZALEA HALL DEPOSIT REFUND MW	100.00	C00224	AZALEA HALL DEPOSIT REFUND MW
36708	2/24/2020	/0002	AZALEA HALL DEPOSIT REFUND JD	100.00	C00224	AZALEA HALL DEPOSIT REFUND JD
36709	2/24/2020	AKS01	REPLACEMENT CHECK SA	557.24	C00224	REPLACEMENT CHECK SA
36710	2/24/2020	ATT01	AT&T	1,104.42	C00224	TELEPHONE/INTERNET SERVIC
36711	2/24/2020	ATT04	AT&T	912.54	C00224	SWITCHED ETHERNET SERVICE
36712	2/24/2020	BLA02	BLACK DOG OUTFITTERS	599.79	C00224	50TH YEARS IN SERVICE-EMP
36713	2/24/2020	DEI02	DELFINO, MADDEN, O'MALLEY	2,075.00	140444	LEGAL SERVICES
36714	2/24/2020	DEP05	DEPARTMENT OF JUSTICE	64.00	431759*	FINGERPRINTING
36715	2/24/2020	ESR01	E.S.R.I. INC.	700.00	9377812	GIS MAINTENANCE CONTRACT
36716	2/24/2020	GRA02	GRAINGER	21.89	944466535	REPAIRS/ SUPPLIES
36717	2/24/2020	HIG02	HIGH ROCK CONSERVATION CAMP	200.00	C00224	GOLDFINCH ROW CLEARING
36718	2/24/2020	IND01	INDEPENDENT BUS. FORMS	426.24	3869	OFFICE SUPPLIES-PURCHASE
36719	2/24/2020	MCK11	MCKINLEYVILLE SENIOR CENTER	21.40	C00224	P/R SHARE OF INTERNET
36720	2/24/2020	MUD01	MUDDY WATERS COFFEE CO.,INC	80.00	C00224	OFFICE SUPPLIES
36721	2/24/2020	NOR03	NORTH COAST VETERINARY HOSPITAL	455.00	C00224	PROFESSIONAL SERVICES

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
36722	2/24/2020	SAF04	SAFEWAY INC. FILE # 72905	57.03	C00224	REC PROGRAM SUPPLIES/ TES
36723	2/24/2020	STA09	S.W.R.C.B.	55.00	C00224	CERTIFICATION
36724	2/24/2020	TH002	Thomas Home Center	37.70	C00224	REPAIRS/SUPPLY
36725	2/24/2020	TRA01	COLLEEN TRASK	297.00	C00224	CSMFO PROFESSIONAL CONF TRAVEL
36726	2/24/2020	TR102	TRINITY DIESEL INC.	497.50	C00224	ANNUAL INSPECTION
36727	2/28/2020	*0044	AZALEA HALL DEPOSIT REFUND CB	100.00	C00227	AZALEA HALL DEPOSIT REFUND CB
36728	2/28/2020	ADV01	ADVANCED SECURITY SYSTEM	103.50	503674	SECURITY SYSTEM MAC
				161.63	507895	SECURITY SYSTEM TEEN CENT
36728	2/28/2020	ADV01	ADVANCED SECURITY SYSTEM	161.63	507896	SECURITY SYSTEM MAC
				60.50	508862	SECURITY SYSTEM WWMF
			Check Total:	<u>487.26</u>		
36729	2/28/2020	BUR01	MARY C. BURKE	125.00	C00227	BOARD MTG 2/5/20
36730	2/28/2020	COA01	COASTAL BUSINESS SYSTEMS	1,110.83	C00227	COPIER MONTHLY PAYMENT
36731	2/28/2020	COR01	CORBIN WILLITS SYSTEMS, INC	906.19	C00227	MOMS MONTHLY MAINTENANCE
36732	2/28/2020	FED01	FedEx Office	326.37	C00227	LAB TESTING SHIPMENT
36733	2/28/2020	GHD01	GHD	10,614.75	34674	MICROGRID PROJECT
				166.00	134886	ENGINEERING SERVICES
				9,999.00	136177	SEWER HIGHWAY CROSSING PROJ
			Check Total:	<u>20,779.75</u>		
36734	2/28/2020	HEL01	KEVIN HELD	450.00	C00227	DJ FOR JR HIGH DANCE
36735	2/28/2020	HUC01	DELLAH HUCK	208.00	C00227	CONTRACT INSTRUCTOR PAYMENT
36736	2/28/2020	HUM18	HUMBOLDT AREA CHAPTER CSD	100.00	C00227	ANNUAL DUES
36737	2/28/2020	INF03	INFINITE CONSULTING SERVICES	-	8316u	CK# 036737 Reversed

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
36738	2/28/2020	MAY02	DENNIS MAYO	125.00	C00227	BOARD MTG 2/5/20
36739	2/28/2020	MAY03	DENNIS MAYO	132.00	C00227	ACWA LEGISLATIVE SYMPOSIUM
36740	2/28/2020	PGE06	PG&E-STREETLIGHTS	16.70	C00227	GAS & ELECTRIC S.L.- ZONE
36741	2/28/2020	PGE08	PG&E-STREETLIGHTS	16.01	C00227	GAS & ELECTRIC S.L.- ZONE
36742	2/28/2020	PGE09	PG&E-STREETLIGHTS	81.06	C00227	GAS & ELECTRIC S.L.- ZONE
36743	2/28/2020	PRO01	PROFESSIONAL CREDIT SERVICES	67.92	C00227	RECOVERY OF BAD DEBT
36744	2/28/2020	SHN01	SHN ENGINEERING	415.00	104135	MAD RIVER PUBLIC ACCESS
36745	2/28/2020	SUD01	SUDDENLINK	197.98	C00227	TEEN CENTER INTERNET
D00044	2/4/2020	BAR02	SHEL BARSANTI	250.00	C00203	BOARD MEETINGS 1/10 & 1/1
D00044	2/4/2020	COR07	JOHN CORBETT	250.00	C00203	BOARD MEETINGS 1/10 & 1/1
D00044	2/4/2020	COU09	DAVID R. COUCH	250.00	C00203	BOARD MEETINGS 1/10 & 1/1
D00045	2/28/2020	BAR02	SHEL BARSANTI	125.00	C00227	BOARD MTG 2/5/20
D00045	2/28/2020	COR07	JOHN CORBETT	125.00	C00227	BOARD MTG 2/5/20
D00045	2/28/2020	COU09	DAVID R. COUCH	125.00	C00227	BOARD MTG 2/5/20
Total Disbursements, Account Payable:				<u>256,674.58</u>		

Payroll Related Disbursements

16777-16805	2/5/2020		Various Employees	19,874.53		Payroll Checks
16806	2/5/2020	CAL12	CalPERS 457 Plan	8,182.06	C00205	RETIREMENT
			Check Total:	719.04	1C00205	PERS 457 LOAN PMT
				<u>8,901.10</u>		
16807	2/5/2020	DIR01	DIRECT DEPOSIT VENDOR- US	32,436.64	C00205	Direct Deposit

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
16808	2/5/2020	EMP01	Employment Development	1,876.88	C00205	STATE INCOME TAX
			Check Total:	737.50	1C00205	SDI
				<u>2,614.38</u>		
16809	2/5/2020	HEA01	HEALTHEQUITY, ATTN: CLINT	175.00	C00205	HSA
16810	2/5/2020	HUM29	UMPQUA BANK--PAYROLL DEP.	5,536.65	C00205	FEDERAL INCOME TAX
			Check Total:	9,144.62	1C00205	FICA
				2,138.64	2C00205	MEDICARE
				<u>16,819.91</u>		
16811	2/5/2020	ACW01	CB&T/ACWA-JPIA	61,042.93	C00131	MED-DENTAL-EAP INSUR
16812	2/5/2020	PUB01	Public Employees PERS	19,905.05	C00131	PERS PAYROLL REMITTANCE
16813-16816	2/5/2020		Various Employees	3,542.01		Payroll hand-checks
16817	2/12/2020		Various Employees	2,914.68		Payroll hand-checks
16818-16844	2/24/2020		Various Employees	18,044.34		Payroll Checks
16845	2/24/2020	CAL12	CalPERS 457 Plan	130.10	C00205A	RETIREMENT
			Check Total:	7,804.00	C00224	RETIREMENT
				54.20	1C00205A	RETIREMENT
				719.04	1C00224	PERS 457 LOAN PMT
				<u>8,707.34</u>		
16846	2/24/2020	DIR01	DIRECT DEPOSIT VENDOR- US	29,706.53	C00224	Direct Deposit
16847	2/24/2020	EMP01	Employment Development	26.77	C00205A	STATE INCOME TAX
			Check Total:	22.54	C00206	STATE INCOME TAX
				-	C00211	STATE INCOME TAX
				1,499.06	C00224	STATE INCOME TAX
				16.26	1C00205A	SDI
				13.55	1C00206	SDI
				31.56	1C00211	SDI
				672.88	1C00224	SDI
				-	2C00205	STATE INCOME TAX
				6.78	3C00205	SDI

Check Number	Check Date	Vendor Number	Name	Net Amount	Invoice #	Description
16848	2/24/2020	HEA01	HEALTHEQUITY, ATTN: CLINT	175.00	C00224	HSA
16849	2/24/2020	HUM29	UMPQUA BANK--PAYROLL DEP.	104.94	C00205A	FEDERAL INCOME TAX
				93.39	C00206	FEDERAL INCOME TAX
				-	C00211	FEDERAL INCOME TAX
				4,828.26	C00224	FEDERAL INCOME TAX
				201.66	1C00205A	FICA
				168.04	1C00206	FICA
				391.36	1C00211	FICA
				8,342.88	1C00224	FICA
				47.16	2C00205A	MEDICARE
				39.30	2C00206	MEDICARE
				91.52	2C00211	MEDICARE
16849	2/24/2020	HUM29	UMPQUA BANK--PAYROLL DEP.	1,951.16	2C00224	MEDICARE
				9.64	3C00205	FEDERAL INCOME TAX
				84.02	4C00205	FICA
				19.66	5C00205	MEDICARE
				230.47	6C00205	FEDERAL INCOME TAX
				129.90	7C00205	FICA
				30.38	8C00205	MEDICARE
			Check Total:	16,763.74		
			Total Disbursements, Payroll:	243,992.20		
			Total Check Disbursements:	500,666.78		

McKinleyville Community Services District

BOARD OF DIRECTORS

April 1, 2020

TYPE OF ITEM: **ACTION**

ITEM: E.1 **Approve Resolution No. 2020-05 Declaring an
Emergency and Temporarily Changing the Location of
Public Meetings**

PRESENTED BY: **Gregory Orsini, General Manager**

TYPE OF ACTION: **Roll Call Vote**

Recommendation:

Staff recommends that the Board review, take public comment, and approve Resolution No. 2020-05 (**Attachment 1**) declaring an emergency and temporarily changing the location of public meetings to take place electronically and telephonically.

Discussion:

Since March 4th, the State of California has been in a State of Emergency due to the threat of the Novel Coronavirus 2019 (“COVID-19”). On March 19th, the Humboldt County Health Officer published a shelter in place order which was followed shortly after by Governor Newsom publishing a stay at home order for the State of California.

In addition, the Governor published Executive Orders N-2-20 and N-29-20 relaxing and suspending specific Brown Act requirements regarding locations of local legislative meetings. Through the Executive Orders of the Governor, MCSD can now hold meetings electronically and/or telephonically in order to uphold shelter in place/stay at home orders by the Board, Staff, and public.

Through the proposed resolution, the Board of Directors will be declaring a local State of Emergency to coincide with other County and State declarations during the COVID-19 pandemic. The resolution also will dictate the electronic and telephonic location of regular Board meetings during this time.

Alternatives:

Staff analysis consists of the following potential alternative

- Take No Action

Fiscal Analysis:

Not applicable

Environmental Requirements:

Not applicable

Exhibits/Attachments:

- Attachment 1 – Resolution No. 2020-05

RESOLUTION NO. 2020-05

DECLARATION OF EMERGENCY AND RESOLUTION OF THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT DECLARING AN EMERGENCY AND TEMPORARILY CHANGE THE LOCATION OF PUBLIC MEETINGS

WHEREAS, on March 4, 2020, the Governor of the State of California declared a State of Emergency to exist in California as a result of the threat of Novel Coronavirus 2019 (“COVID-19”); and

WHEREAS, on March 12, 2020, the Governor issued Executive Order N-25-20 in further response to the spread of COVID-19, mandating compliance with state and local public health officials as pertains to measures to control the spread of COVID-19; and

WHEREAS, on March 19, 2020, the Humboldt County Health Officer published a shelter in place order due to the COVID-19 pandemic; and

WHEREAS, on March 20, 2020, the Governor issued Executive Order N-29-20, allowing for local legislative bodies to suspend certain Brown Act requirement and hold public meetings telephonically or electronically; and

WHEREAS, in preparing to conduct public meetings of McKinleyville Community Services District ("District"), the Board of Directors (“Board”) must temporarily change the meeting location of regular board meetings as stated in Rule 61.01 of MCSD Rules and Regulations.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Directors of the McKinleyville Community Services District, a State of Emergency is declared to exist in McKinleyville as a result of the threat of COVID-19.

BE IT FURTHER RESOLVED by the Board of Directors of the McKinleyville Community Services District that regular meetings of the Board will be held at the following telephonic and electronic locations:

1. Zoom: <https://zoom.us/j/6756336928>
2. Toll Free: 1-888-788-0099

ADOPTED, SIGNED AND APPROVED at a duly called meeting of the Board of Directors of the McKinleyville Community Services District on April 1, 2020 by the following polled vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Mary Burke, Board President

Attest:

April Sousa, CMC, Board Secretary

McKinleyville Community Services District

BOARD OF DIRECTORS

April 1, 2020

TYPE OF ITEM: **ACTION**

ITEM: E.2 **Declare Mercer-Fraser Company Lowest Responsible and Responsive bidder for the Hiller Lift Station Upgrades Project and Authorize Board President to Execute Construction Contract with Mercer-Fraser Company**

PRESENTED BY: **Greg Orsini, General Manager**

TYPE OF ACTION: **Roll Call Vote**

Recommendation:

The Staff recommends the Board review the information provided, take public comment and:

- Declare Mercer-Fraser Company Responsible, Responsive and Low Bidder
- Award the bid for Hiller Lift Station Upgrades Project to Mercer-Fraser Company for an amount of \$508,500
- Include a 10% project contingency of \$50,850
- For a total amount of \$559,350 and
- Authorize the Board President to execute the documents as **Attachment 5** to allow the award of the contract and declare the General Manager as the Designated Representative of MCSD for the Hiller Lift Station Upgrades Project

Discussion:

The Hiller Lift Station was identified as near or at capacity. It was also important that any upgrades to that station would utilize the most energy efficient solution and that lifetime cost were considered. Staff identified the project had the potential to fit the criteria to be eligible for the State Revolving Fund Energy Efficiency Grant.

This project was incorporated in an application that included the WWMF Microgrid Project and the purchase of portable sewer flow meters. MCSD received a grant / loan to conduct all three segments of the project.

GHD was obtained to provide design, construction management, construction inspection and post construction services for the Lift Station Upgrade. The

project was sent to bid, and the District received two bids for the Hiller Lift Station Upgrades Project on Wednesday, March 4, 2020 with the following results

Contractor	Total Base Bid	Total Additive Bid	Total Base Plus Additive Bid
Mercer-Fraser Company	\$481,500	\$27,000	\$508,500
Muse Concrete	\$593,225	\$99,253	\$692,478

The bids are included as **Attachment 3 and 4** for your review.

Based on the results, Mercer-Fraser Company is the apparent low bidder. Staff and our consultant reviewed the responsiveness of their bid and it appears complete. GHD recommends that the Board of Directors award the contract for the construction of the Hiller Lift Station Upgrades Project, including the base bid and all additive bid items, to Mercer-Fraser in an amount of \$508,500 consistent with the Bid Award Recommendation Memorandum, **Attachment 1**.

Alternatives:

Staff analysis consists of the following potential alternative

- Take No Action

Fiscal Analysis:

The funding for the Hiller Lift Station Upgrades Project is a part of the MCSD Wastewater System Energy Efficiency and Renewable Energy funding agreement. This agreement includes funding for the Microgrid Project, the Hiller Lift Station Project, and for providing new flow meters for the District’s wastewater system. The total funding amount in the agreement is \$4,969,180, which is a 50/50 grant/loan split. The loan has a 1.8% interest rate.

BASE BID SCHEDULE

				Mercer-Fraser Company		Muse Concrete	
Item No.	Description	Units	Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost
1	Mobilization/Demobilization	LS	1	\$35,000	\$35,000	\$35,151	\$35,151
2	Demolition and Site Preparation	LS	1	\$30,000	\$30,000	\$77,851	\$77,851
3	Wet Well Pumps, Piping, and Hardware	LS	1	\$120,000	\$120,000	\$89,564	\$89,564
4	Yard Piping, Valves, and Appurtenances	LS	1	\$75,000	\$75,000	\$136,251	\$136,251
5	Precast Traffic-Rated Concrete Valve Vault with Access Hatch (5.5' x 7' x 4.5' deep)	LS	1	\$15,000	\$15,000	\$18,856	\$18,856

6	Precast Traffic-Rated Box with Lid (30" x 48")	EA	2	\$5,000	\$10,000	\$3,989	\$7,978
7	Erosion Control and Site Restoration	LS	1	\$7,000	\$7,000	\$12,311	\$12,311
8	Wet Well Lid and Access Hatch System	LS	1	\$17,500	\$17,500	\$14,729	\$14,729
9	Concrete Slab for Electrical Enclosure	LS	1	\$7,000	\$7,000	\$3,814	\$3,814
10	Electrical and Controls Systems	LS	1	\$165,000	\$165,000	\$196,720	\$196,720
TOTAL BASE BID AMOUNT				\$481,500.00		\$593,225.00	

ADDITIVE BID SCHEDULE

				Mercer-Fraser		Muse Concrete	
Item No.	Description	Units	Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost
A-1	Flow Meter, Transmitter, Box, and Associated Controls Integration	LS	1	\$10,500	\$10,500	\$55,968	\$55,968
A-2	Line Interior of Wet Well	LS	1	\$16,500	\$16,500	\$43,285	\$43,285
TOTAL ADDITIVE BID AMOUNT				\$27,000.00		\$99,253.00	

TOTAL BASE + ADDITIVE BID AMOUNT				\$508,500.00		\$692,478.00	
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Environmental Requirements:

Coastal Development Permit was approved as part of the design process.

Exhibits/Attachments:

- Attachment 1 – Bid Award Recommendation Memorandum
- Attachment 2 – Bid Results Tabulation
- Attachment 3 – Mercer-Fraser Company Bid Packet
- Attachment 4 – Muse Concrete Contractors Bid Packet
- Attachment 5 – Draft Construction Contract including Attachments A-C



Memorandum

March 20, 2020

To: Gregory Orsini, MCSD Ref. No.: 11202856

From: Nathan Stevens, GHD Tel: (707) 443-8326

cc: James Henry, MCSD; Pat Kaspari, GHD

Subject: MCSD Hiller Lift Station Upgrades Project – Bid Award Recommendation

The District received two bids for the Hiller Lift Station Upgrades Project on Wednesday, March 4, 2020 with the following results:

Contractor	Total Base Bid	Total Additive Bid	Total Base Plus Additive Bid
Mercer-Fraser Company	\$481,500	\$27,000	\$508,500
Muse Concrete	\$593,225	\$99,253	\$692,478

Based on the results, Mercer-Fraser Company is the apparent low bidder. I have reviewed the responsiveness of their bid and it appears complete. I recommend that the Board of Directors award the contract for the construction of the Hiller Lift Station Upgrades Project, including the base bid and all additive bid items, to Mercer-Fraser in an amount of \$508,500.

The funding for the Hiller Lift Station Upgrades Project is a part of the MCSD Wastewater System Energy Efficiency and Renewable Energy funding agreement. This agreement includes funding for the Microgrid Project, the Hiller Lift Station Project, and for providing new flow meters for the District's wastewater system. The total funding amount in the agreement is \$4,969,180, which is a 50/50 grant/loan split.

I have attached a copy of the complete tabulated bid results to this memo. Please do not hesitate to call me if you have any questions.

Nathan Stevens, PE
Project Manager

Bid Tabulation Results from March 4, 2020 Bids

Owner: McKinleyville Community Services District

Project Name: Hiller Lift Station Upgrades Project

Project Location: McKinleyville, Humboldt County, CA

Date of Bid: 3/4/2020

Prepared by: Nathan Stevens

BASE BID SCHEDULE

				Mercer-Fraser Company		Muse Concrete	
Item No.	Description	Units	Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost
1	Mobilization/Demobilization	LS	1	\$35,000	\$35,000	\$35,151	\$35,151
2	Demolition and Site Preparation	LS	1	\$30,000	\$30,000	\$77,851	\$77,851
3	Wet Well Pumps, Piping, and Hardware	LS	1	\$120,000	\$120,000	\$89,564	\$89,564
4	Yard Piping, Valves, and Appurtenances	LS	1	\$75,000	\$75,000	\$136,251	\$136,251
5	Precast Traffic-Rated Concrete Valve Vault with Access Hatch (5.5' x 7' x 4.5' deep)	LS	1	\$15,000	\$15,000	\$18,856	\$18,856
6	Precast Traffic-Rated Box with Lid (30" x 48")	EA	2	\$5,000	\$10,000	\$3,989	\$7,978
7	Erosion Control and Site Restoration	LS	1	\$7,000	\$7,000	\$12,311	\$12,311
8	Wet Well Lid and Access Hatch System	LS	1	\$17,500	\$17,500	\$14,729	\$14,729
9	Concrete Slab for Electrical Enclosure	LS	1	\$7,000	\$7,000	\$3,814	\$3,814
10	Electrical and Controls Systems	LS	1	\$165,000	\$165,000	\$196,720	\$196,720
TOTAL BASE BID AMOUNT				\$481,500.00		\$593,225.00	

ADDITIVE BID SCHEDULE

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TOTAL ADDITIVE BID AMOUNT				\$27,000.00		\$99,253.00	
TOTAL BASE + ADDITIVE BID AMOUNT				\$508,500.00		\$692,478.00	

Bid Tabulation Results from March 4, 2020 Bids

Owner: McKinleyville Community Services District

Project Name: Hiller Lift Station Upgrades Project

Project Location: McKinleyville, Humboldt County, CA

Date of Bid: 3/4/2020

Prepared by: Nathan Stevens

BASE BID SCHEDULE

				Mercer-Fraser Company		Muse Concrete	
Item No.	Description	Units	Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost
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TOTAL BASE + ADDITIVE BID AMOUNT				\$508,500.00		\$692,478.00	

**McKinleyville Community Services District
Hiller Lift Station Upgrades Project**

BIDDERS' CHECKLIST

This checklist has been prepared and furnished to aid bidders in including all necessary supporting information with their bid. Bidders' submittals should include, but are not limited to the following:

<u>ITEM</u>	<u>PAGE</u>	<u>CHECKED</u>
1. Bid Proposal	1-9 through 1-11	<input checked="" type="checkbox"/>
2. List of Subcontractors (Subcontractor Details)	1-13	<input checked="" type="checkbox"/>
3. Bid Bond	1-14 through 1-15	<input checked="" type="checkbox"/>
4. Authority to Sign Bid Proposal (if applicable)	(Attached to Bid Bond)	<input checked="" type="checkbox"/>
5. Power of Attorney	(Attached to Bid Bond)	<input checked="" type="checkbox"/>
6. Non-Collusion Affidavit	1-16	<input checked="" type="checkbox"/>
7. Workers Compensation Certification	1-17	<input checked="" type="checkbox"/>
8. Anti-Lobbying Certification	1-18	<input checked="" type="checkbox"/>
9. American Iron and Steel Requirement Certification	1-19	<input checked="" type="checkbox"/>
10. Davis Bacon Prevailing Wage Determination	1-20 through 1-28	<input checked="" type="checkbox"/>
11. Contract Provision Relative to Utilization of DBE Documentation	1-29 through 1-32	<input checked="" type="checkbox"/>
12. SWRCB Forms 4500-3 and 4500-4	(Attached to Bid)	<input checked="" type="checkbox"/>

**McKinleyville Community Services District
Hiller Lift Station Upgrades Project**

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BID PROPOSAL

Proposal of Mercer-Fraser Company
(hereinafter called "Bidder"), organized and existing under the laws of the State of California,

doing business as a Corporation *.

To the McKinleyville Community Services District, (hereinafter called "Owner").

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all Work for the Hiller Lift Station Upgrades Project in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

In the event of a difference between a price quoted in words and a price quoted in figures for the same quotation, the words shall be the amount bid. In the event that the product of a unit price and an estimated quantity does not equal the extended amount quoted, the unit price shall govern and the corrected product of the unit price and the estimated quantity shall be deemed to be the amount bid. If the sum of two or more items in a bidding schedule does not equal the total amounts quoted, the individual items amounts shall govern and the corrected total shall be deemed to be the amount bid.

By submission of this bid, each Bidder certifies, and in the case of a joint bid, each party certifies as to its own organization, that the bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence Work under this Contract on or before a date to be specified in the Notice to Proceed and to fully complete the project and pay the liquidated damages as provided in Articles III and IV of the General Conditions.

*Insert "a corporation," "a partnership," or "an individual" as applicable.

**McKinleyville Community Services District
Hiller Lift Station Upgrades Project**

Bidder agrees to perform all the Work described in the Contract Documents for the following prices. Bidder is advised to carefully review all sections of the Contract Documents in order to completely understand the Work and all constraints, including the schedule and material requirements.

The work for this project generally includes, but is not limited to, furnishing all labor, materials, equipment, and supervision required for the following: removing equipment from the existing lift station and demolishing the existing lift station; installing new submersible pumps in the existing wet well and integrating these new pumps into the District's existing collection system, digital controls, and electrical system; installing new electrical and control conduits and panels; installing new pipes, valves and other appurtenances; connecting to the existing sewer force main; and other associated site improvements as outlined in the Contract Documents.

The following tables have been provided for the Bidder's convenience to assist Bidder in quantifying the major components of the Work and shall in no way be interpreted to be comprehensive. The bid shall be comprehensive and shall include all work associated with the project, including all necessary labor, materials, equipment, supervision, sales tax, and all other applicable taxes and fees.

BASE BID SCHEDULE					
Item No.	Description	Unit	Qt.	Unit Cost	Total Cost
1.	Mobilization/Demobilization	LS	1	\$ <u>35,000.00</u>	\$ <u>35,000.00</u>
2.	Demolition and Site Preparation	LS	1	\$ <u>30,000.00</u>	\$ <u>30,000.00</u>
3.	Wet Well Pumps, Piping, and Hardware	LS	1	\$ <u>120,000.00</u>	\$ <u>120,000.00</u>
4.	Yard Piping, Valves, and Appurtenances	LS	1	\$ <u>75,000.00</u>	\$ <u>75,000.00</u>
5.	Precast Traffic-Rated Concrete Valve Vault with Access Hatch (5.5' x 7' x 4.5' deep)	LS	1	\$ <u>15,000.00</u>	\$ <u>15,000.00</u>
6.	Precast Traffic-Rated Box with Lid (30" x 48")	EA	2	\$ <u>5,000.00</u>	\$ <u>10,000.00</u>
7.	Erosion Control and Site Restoration	LS	1	\$ <u>7,000.00</u>	\$ <u>7,000.00</u>
8.	Wet Well Lid and Access Hatch System	LS	1	\$ <u>17,500.00</u>	\$ <u>17,500.00</u>
9.	Concrete Slab for Electrical Enclosure	LS	1	\$ <u>7,000.00</u>	\$ <u>7,000.00</u>
10.	Electrical and Controls Systems	LS	1	\$ <u>165,000.00</u>	\$ <u>165,000.00</u>

**McKinleyville Community Services District
Hiller Lift Station Upgrades Project**

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McKinleyville Community Services District
Hiller Lift Station Upgrades Project

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

SEAL:



Mercer-Fraser Company
Principal
Justin Zabel

By: _____

Title: Justin Zabel, President

Liberty Mutual Insurance Company
Surety

By: *Jon R. Sullivan*

Jon Richard Sullivan Title Attorney-in-Fact

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

NOTE: Bidder shall provide current "Power of Attorney" for Attorney-in-fact who signs Bid Bond.

ACKNOWLEDGMENT

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

State of California
County of Marin)

On March 2, 2020 before me, Karen Rhodes, Notary Public
(insert name and title of the officer)

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

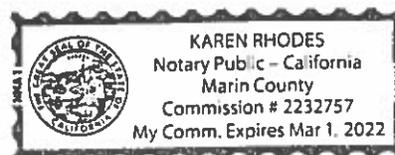
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8196908-024088

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Trisha Chang, Susan J. McGowan, Michael Brophy McGowan, Karen Rhodes, Jon Richard Sullivan

all of the city of Novato state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of September, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company
By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 24th day of September, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of March, 2020.



By: Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

NONCOLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

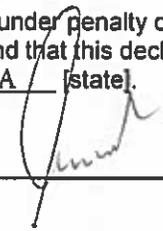
The undersigned declares:

I am the President of Mercer-Fraser Company, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid and will not pay, any person or entity for such purpose.

This declaration is intended to comply with California Public Contract Code Section 7106 and Title 23 U.S.C Section 112.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on March 4, 2020 [date], at Fortuna [city], CA [state].

s/  _____

Justin Zabel, President
Name and Title [print]

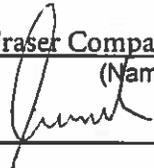
**CONTRACTOR'S CERTIFICATION REGARDING WORKERS'
COMPENSATION INSURANCE**

State of California

County of Humboldt

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

Mercer-Fraser Company
(Name of Contractor)

by: 

Justin Zabel, President
(Signature of Contractor)

Date: 3/4/2020

ANTI-LOBBYING CERTIFICATION

The contractor certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code.

The contractor also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts that exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Bid. Signing this Bid on the signature portion thereof shall also constitute signature of this Certification.



AMERICAN IRON AND STEEL REQUIREMENT CERTIFICATION

The Contractor certifies that by signing and submitting their bid that they acknowledge to and for the benefit of the McKinleyville Community Services District "Purchaser" and the State of California "State" that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.



DAVIS BACON PREVAILING WAGE DETERMINATION

By submitting this Bid, the Recipient agrees to comply with the applicable portions of the Davis Bacon Prevailing Wage Act. The Recipient shall have the primary responsibility to maintain payroll records as described in Section 3(ii)(A), below and for compliance as described in Section 5. Requirements under the Consolidated Appropriations Act, 2014 (P.L. 113-76) For Recipients That Are Governmental Entities: If a Recipient has questions regarding when Davis Bacon (DB) applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State Water Board.

The Recipient may also obtain additional guidance from DOL's web site at <http://www.dol.gov/whd/>

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

Under the FY 2014 Consolidated Appropriation Act, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If the Recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the Recipient must discuss the situation with the State Water Board State before authorizing work on that site.

2. Obtaining Wage Determinations.

- (a) Recipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.
 - (i) While the solicitation remains open, the Recipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The Recipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the Recipients may request a finding from the State Water Board that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State Water Board will provide a report of its findings to the Recipient.
 - (ii) If the Recipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State Water Board, at the request of the Recipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The Recipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.
- (b) If the Recipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the Recipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.
- (c) Recipients shall review all subcontracts subject to DB entered into by prime contractors to

verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

- (d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a Recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the Recipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the Recipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The Recipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

- (a) The Recipient shall insure that the Recipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal Agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2014 Consolidated Appropriations Act, the following clauses:

(1) Minimum wages.

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b) (2) of the Davis- Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a) (1) (iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. Recipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

- (ii)(A) The Recipient(s), on behalf of EPA, shall require that any class of laborers or

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mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Recipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the Recipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Recipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
 - (iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- (2) **Withholding.** The Recipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.
- (3) **Payrolls and basic records.**
- (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b) (2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the Recipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the Recipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Recipient(s) for transmission to the State or EPA if requested by EPA, the State, the

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contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the Recipient(s).

- (B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a) (3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
 - (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.
- (D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.
- (iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
- (4) Apprentices and trainees--
- (i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training,

Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

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- (5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- (6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- (7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Recipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.
- (10) Certification of eligibility.
 - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
 - (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

- (a) Contract Work Hours and Safety Standards Act. The Recipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.
 - (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.
 - (3) Withholding for unpaid wages and liquidated damages. The Recipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
 - (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.
- (b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Recipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Recipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the USEPA, the Department of Labor, and the State Water Board, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

- (a) The Recipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The Recipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.
- (b) The Recipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Recipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or

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subcontractor is not complying with DB. Recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

- (c) The Recipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Recipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the Recipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Recipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the Recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.
- (d) The Recipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.
- (e) Recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/contacts/whd/america2.htm>.

**CONTRACT PROVISIONS
RELATIVE TO THE UTILIZATION OF
DISADVANTAGED BUSINESS ENTERPRISE**

Compliance with the requirements of this document and attachments satisfies the Disadvantaged Business Enterprise (DBE) requirements for this construction contract. **Failure to take the six (6) affirmative steps listed under Good Faith Effort Requirements, prior to bid opening and to submit SWRCB Form 4500-3 Disadvantaged Business Enterprise Program DBE Subcontractor Performance Form and SWRCB Form 4500-4 Disadvantaged Business Enterprise Program DBE Subcontractor Utilization Form with the bid package shall cause the bid to be rejected as a non-responsive bid.**

The McKinleyville Community Services District advises potential bidders that the project may be funded in whole or part with federal loan or grant funds through the California Clean Water State Revolving Fund, and, therefore federal Disadvantaged Business Enterprise (DBE) regulations apply to this project. (Reference 40 Code of Federal Regulations Part 33 – Participation by Disadvantaged Business Enterprises in U.S. Environmental Protection Agency Programs).

Disadvantaged Business Enterprises are:

- Entities owned and/or controlled by socially and economically disadvantaged individuals as described by Title X of the Clean Air Act Amendments of 1990 (42 U.S.C. 7601 note) (10% statute), and Public Law 102-389 (42 U.S.C. 4370d) (8% statute), respectively;
- Minority Business Enterprise (MBE) - entities that are at least 51% owned and/or controlled by a socially and economically disadvantaged individual as described by Title X of the Clean Air Act Amendments of 1990 (42 U.S.C. 7601 note), and Public Law 102-389 (42 U.S.C. 4370d), respectively;
- Women Business Enterprise (WBE) - entities that are at least 51% owned and/or controlled by women;
- Small Business Enterprise (SBE);
- Small Business in a Rural Area (SBRA);
- Labor Surplus Area Firm (LSAF); or
- Historically Underutilized Business (HUB) Zone Small Business Concern or a concern under a successor program.

The DBE rule requires that responsive bids shall conform with “Good Faith Efforts” to increase DBE awareness of procurement opportunities through race/gender neutral efforts. Race/gender neutral efforts are ones which increase awareness of contracting opportunities in general, including outreach, recruitment and technical assistance. Bidder agrees that it will cooperate with and assist the McKinleyville Community Services District in fulfilling the DBE Good Faith Effort Requirement achieving “fair share objectives” and will exercise “Good Faith Efforts” to achieve such minimum participation of small, minority and women owned businesses. In particular, in submitting a bid, the bidder shall, in the selection of any and all contractors, subcontractors, and vendors for the procurement of equipment, supplies, construction, and services related to the project, at a minimum, undertake the following affirmative “Good Faith Efforts” steps:

Good Faith Effort Requirements

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practical through outreach and recruitment activities. For Tribal, State and Local Government Recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential

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sources.

2. Make information on forthcoming opportunities available to DBEs. Posting solicitations for bids or proposals for a minimum of 30 calendar days in a local newspaper, before the bid opening date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs.
4. Encourage contracting with a group of DBEs when a contract is too large for one firm to handle individually.
5. Use the services of the SBA and/or Minority Business Development Agency (MBDA) of the US Department of Commerce.
6. If the prime contractor awards subcontracts, require the prime contractor to take the above steps.

The forms listed in the table below and attached; must be completed and submitted with the GFE:

FORM NUMBER	FORM NAME	REQUIREMENT	PROVIDED BY	COMPLETED BY	SUBMITTED TO
SWRCB Form 4500-2	DBE Sub-Contractor Participation Form	As Needed to Report Issues	MCSD to Prime Contractor	Sub-contractor	EPA DBE Coordinator
SWRCB Form 4500-3	DBE Sub-Contractor Performance Form	Include with Bid Proposal Package	Prime Contractor	Sub-Contractor	SWRCB by MCSD after bidding
SWRCB Form 4500-4	DBE Sub-Contractor Utilization Form	Include with Bid Proposal Package	MCSD	Prime Contractor	SWRCB by MCSD after bidding

The completed forms 4500-3 and 4500-4 must be submitted with each Bid or Proposal.

Other Requirements:

1. The apparent successful bidder must submit documentation showing that, prior to bid opening, the required "Good Faith Efforts" were made. The documentation must be received with the bid for the project by the McKinleyville Community Services District. **Failure to submit these forms with the bid will cause the bid to be rejected as non-responsive.** Form 4500-2 must be provided to DBE subcontractors, but it does not need to be included with the bid.
2. If the apparent successful bidder is rejected or considered as non-responsive and/or has any non-responsive DBE sub-bidder, a complete explanation must be provided to the McKinleyville Community Services District.
3. Under the DBE Program, entities can no longer self-certify and contractors and sub-contractors must be certified at bid opening. Contractors and sub-contractors must provide to the District proof of DBE certification. Certifications will be accepted from the following:
 - The U.S. Environmental Protection Agency (USEPA)
 - The Small Business Administration(SBA)
 - The Department of Transportation's State implemented DBE Certification Program (with U.S. citizenship)
 - Tribal, State and Local governments
 - Independent private organization certifications

If an entity holds one of these certifications, it is considered acceptable for establishing status under the DBE Program.

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4. If additional procurement becomes necessary after the award of the prime contract, the “Good Faith Efforts” shall be applied.
5. Any deviation from the information contained in SWRCB Forms 4500-3 and 4500-4 shall not result in a reduction of Disadvantaged Business Enterprise participation without prior approval of the McKinleyville Community Services District.
6. Failure of the apparent successful bidder to perform the six affirmative “Good Faith Efforts” steps prior to bid opening and/or to submit SWRCB Forms 4500-2, 4500-3 and 4500-4 with its bid will lead to its bid being declared non-responsive by the McKinleyville Community Services District. The McKinleyville Community Services District may then award the contract to the next low responsive, responsible bidder meeting the requirements of these contract provisions.
7. Prime contractor must pay its subcontractor(s) for satisfactory performance no more than 30 days from the prime contractor’s receipt of payment.
8. Prime contractor must provide each proposed subcontractor/supplier/vendor copies of SWRCB Forms 4500-2.

McKinleyville Community Services District
Hiller Lift Station Upgrades Project

Fair Share Objectives

Interested bidders are advised that the following fair share objectives have been established by the California State Water Resources Control Board and will be used as a goal for this project. Fulfillment of the Disadvantaged Business Enterprise requirement is based on documented completion of the Good Faith Effort Requirements, not level of Disadvantaged Business Enterprise participation proposed/achieved.

	Minority Business Enterprise	Women's Business Enterprise
CONSTRUCTION	2%	1%
SUPPLIES	1%	1%
SERVICES	1%	1%
EQUIPMENT	1%	1%

Semiannual DBE Utilization Reporting

In order to fulfill federal reporting requirements, the selected prime contractor must, using Form UR-334, report to McKinleyville Community Services District on an annual basis, their utilization of Minority Business Enterprise and Women's Business Enterprise subcontractor/supplier/vendors. The McKinleyville Community Services District will compile all Utilization reports from prime contractor(s) and sub-contractor(s) into one report and submit to DrinkingWaterSFR@waterboards.ca.gov or CleanWaterSRF@waterboards.ca.gov . Forms are due by December 1 each year and/ or at project close out. See Form UR-334 attached.



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

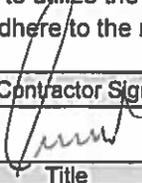
Subcontractor Name		Project Name Hiller Lift Station Upgrades	
Bid / Proposal No. None	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name Mercer-Fraser Company		Issuing/Funding Entity	

Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
	No DBE Sub quotes received. See Good Faith Effort	
DBE Certified By: <input type="checkbox"/> DOT <input type="checkbox"/> SBA		Meets/exceeds EPA certification standards?
Other: _____		YES NO Unknown

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Justin Zabel
Title	Date
President	3/4/2020

Subcontractor Signature	Print Name
Title	Date

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

FORM 4500-3 (DBE Subcontractor Performance Form)

Revised 12/2016



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. A Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name Mercer-Fraser Company		Project Name Hiller Lift Station Upgrades	
Bid / Proposal No. None	Assistance Agreement ID No. (if known)	Point of Contact Mark Benzinger	
Address PO Box 1006 Eureka, CA 95502			
Telephone No. (707) 443-6371		Email Address mbenzinger@mercerfraser.com	
Issuing/Funding Entity			

I have identified potential DBE certified subcontractors. YES NO

If yes, please complete the table below. If no, please explain:

See Good Faith Effort. No DBE quotes received

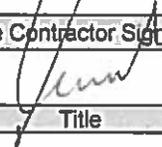
Subcontractor Name/ Company Name	Company Address / Phone / Email	Estimated Dollar Amount	Currently DBE Certified?

--Continue on back if needed--

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Justin Zabel
Title	Date
President	3/4/2020

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

**WRITTEN CONSENT
OF THE SOLE DIRECTOR TO ACTION
TAKEN WITHOUT MEETING
OF
MERCER-FRASER COMPANY**

The sole director of Mercer-Fraser Company, a California corporation (the "Corporation"), in accordance with California Corporations Code § 7211(b), hereby consents to the following resolutions as acts of the Corporation:

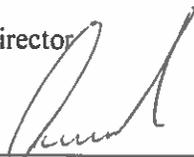
RESOVED: That each of the following persons are authorized to negotiate, execute and attest electronic and paper documents necessary for the conduct of the Company's business with respect to the submission and execution of corporate documents, agreements, construction project bids, bid proposals, bonds, bid addenda and all other bid related documents prepared and submitted on behalf of Mercer-Fraser Company relating to any and all domestic construction projects arising out of the company's operations:

Justin E. Zabel, President & CEO

The undersigned, being the sole Director of the Corporation, by signing this consent, waives notice of the time, place, and purpose of a meeting of the sole Director, and consents to the transaction of business and the foregoing resolutions by written consent of the sole Director in lieu of a special meeting noticed and called for each purpose.

DATED: this 6th day of July 2018.

Sole Director



Justin E. Zabel

:::ODMA\PCDOCS\DOCS\288828\1



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **105709**

Entity **CORP**

Business Name **MERCER FRASER COMPANY**

Classification(s) **A**

Expiration Date **01/31/2021**

www.cslb.ca.gov



Detail:

Registration Number: 1000009518
Status: Active
CSLB Number: 105709
Legal Entity Type: Corporation
Mailing Address: PO BOX 1006
 EUREKA
 CA 95502
 Humboldt
County:
Craft: Carpenter; General Engineering; Laborer; Operating Engineer; Parking/Highway/Improvement; Teamster
Email: cccoppini@mercerfraser.com

Registration History

Effective Date	Expiration Date
7/1/2019	6/30/2022
6/5/2018	6/30/2019
5/16/2017	6/30/2018
6/7/2016	6/30/2017
7/1/2015	6/30/2016
2/12/2015	6/30/2015

Mercer-Fraser Company
P.O. Box 1006
Eureka, CA 95502
Tel: (707) 443-6371
Fax: (707) 443-0277

Ad Proofs

Project Name: Hiller Lift Station Upgrades

Contract/Bid #: --

Awarding Agency: McKinleyville CSD

Focus Journal Ad

Publication: DBE GoodFaith (DBEGoodFaith.com)

Published On: 02/25/2020 @ 04:14:35 PM PST

Expired On: 03/04/2020 @ 11:59:59 PM PST

Messages Notifications Sent To: ccoppini@mercerfraser.com

Published At: https://www.dbegoodfaith.com/good-faith-ad.php?ad_adid=47004&co_name=Mercer-Fraser+Company



Mercer-Fraser Company

Is seeking qualified DBEs, MBEs, WBEs, SBEs

Project Name

Hiller Lift Station Upgrades

Bid/Contract #

--

Awarding Agency

McKinleyville CSD

Project Location

McKinleyville, Humboldt County, CA

Bid Date

03/04/2020 at 3:30

Project Details

The work for this project generally includes, but is not limited to, furnishing all labor, materials, equipment, and supervision required for the following: removing equipment from the existing lift station and demolishing the existing lift station; installing new submersible pumps in the existing wet well and integrating these new pumps into the District's existing collection system, digital controls, and electrical system; installing new electrical and control conduits and panels; installing new pipes, valves and other appurtenances; connecting to the existing sewer force main; and other associated site improvements as outlined in the Contract Documents.

Demolition and Site Preparation

Wet Well Pumps, Piping, and Hardware

Yard Piping, Valves, and Appurtenances

Precast Traffic-Rated Concrete Valve Vault with Access Hatch (5.5' x 7' x 4.5' deep)

Precast Traffic-Rated Box with Lid (30" x 48")

Erosion Control and Site Restoration

Wet Well Lid and Access Hatch System

Concrete Slab for Electrical Enclosure

Electrical and Controls Systems

Flow Meter, Transmitter, Box, and Associated Controls Integration

Line Interior of Wet Well

Mercer-Fraser Company is an Equal Opportunity Employer. Mercer-Fraser Company is signatory with the Operating Engineers, Laborers, Carpenters and Teamsters Unions. Plans and specifications for this project are available to review upon request, or on the Caltrans Website. Mercer-Fraser Company will negotiate in Good Faith with all prospective subcontractors and suppliers for this project.

Assistance may be provided for obtain bonding, lines of credit, insurance, necessary equipment, supplies, materials and to break-up items to economically feasible packages for subcontractors and material suppliers. Scope letters (including subcontractor conditions or exceptions) should be

Get in Touch

Outreach Coordinator

Cassie Coppini

Project Estimator

Mark Benzinger

Telephone

(707) 443-6371

Fax

(707) 443-0277

Address

P.O. Box 1006

Eureka, CA 95502

[Send a message](#)

received 24 hours prior to bid time to allow for proper evaluation and review. 100% performance and payment bonds may be required for the full amount of subcontract price by an admitted surety and subject to approval by Mercer-Fraser Company. Mercer-Fraser Company will pay for bond premium up to 1.5%. Subcontractors must possess a current applicable Contractors license, DIR, insurance and workers compensation coverage meeting Mercer-Fraser Company and Caltrans minimum requirements during the entire length on the contract, and will be required to sign the standard Mercer-Fraser Company Subcontract Agreement and provide a waiver of subrogation. A copy of the insurance requirements and subcontract agreement can be obtained by contacting our office.

Trade Journal Ad

Publication: DBE Journal (DBEJournal.com)

Published On: 02/25/2020 @ 04:14:35 PM PST

Expired On: 03/04/2020 @ 11:59:59 PM PST

Published At:

http://dbejournal.com/index.php?show_ad=47004&ad_project_name=Hiller+Lift+Station+Upgrades&co_name=Mercer-Fraser+Company



Mercer-Fraser Company

is seeking qualified DBEs, MBEs, WBEs, SBEs

Outreach Coordinator

Cassie Coppini

Estimator

Mark Benzinger

Contact Information

P.O. Box 1006
Eureka, CA 95502

Telephone

(707) 443-6371

Fax

(707) 443-0277

Project Name

Hiller Lift Station Upgrades

Bid/Contract

--

Awarding Agency

McKinleyville CSD

Project Location

McKinleyville, Humboldt County, CA

Bid Date

03/04/2020 at 3:30

Project Details

The work for this project generally includes, but is not limited to, furnishing all labor, materials, equipment, and supervision required for the following: removing equipment from the existing lift station and demolishing the existing lift station; installing new submersible pumps in the existing wet well and integrating these new pumps into the District's existing collection system, digital controls, and electrical system; installing new electrical and control conduits and panels; installing new pipes, valves and other appurtenances; connecting to the existing sewer force main; and other associated site improvements as outlined in the Contract Documents. Demolition and Site Preparation Wet Well Pumps, Piping, and Hardware Yard Piping, Valves, and Appurtenances Precast Traffic-Rated Concrete Valve Vault with Access Hatch (5.5' x 7' x 4.5' deep) Precast Traffic-Rated Box with Lid (30" x 48") Erosion Control and Site Restoration Wet Well Lid and Access Hatch System Concrete Slab for Electrical Enclosure Electrical and Controls Systems Flow Meter, Transmitter, Box, and Associated Controls Integration Line Interior of Wet Well

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Tweet

Published On: 02/25/2020 @ 04:14:35 PM PST

Published At: <https://twitter.com/dbegoodfaith>



DBEGoodFaith.com

@dbegoodfaith

Follow



Mercer-Fraser Company is seeking DBEs,
MBEs, WBEs, SBEs in ...

[dbegoodfaith.com/good-faith-ad....](https://dbegoodfaith.com/good-faith-ad...)

04.14 PM - 25 Feb 2020



Mercer-Fraser Company
P.O. Box 1006
Eureka, CA 95502

EMAIL & FAX PROOFS

Project Name: Hiller Lift Station Upgrades

Contract/Bid #: --

Awarding Agency: McKinleyville CSD

Log details

- This document contains a copy of the email notice sent and a copy of each fax notice sent to solicited companies.

INVITATION TO BID

FROM: Mercer-Fraser Company
P.O. Box 1006
Eureka, CA, 95502
Tel: (707) 443-6371
Fax: (707) 443-0277
ccoppini@mercerfraser.com
CONTACT NAME: Cassie Coppini

TO: 6 RIVERS CONSTRUCTION, INC.
Tel: (530) 515-7563
Fax: (530) 625-5423

Mercer-Fraser Company is Seeking Qualified DBEs, MBEs, WBEs, SBEs

BID DUE DATE: 2020-03-04 at 3:30

BID No.: --

PROJECT NAME: Hiller Lift Station Upgrades

AGENCY NAME: McKinleyville CSD

PROJECT LOCATION: McKinleyville, Humboldt, CA

The work for this project generally includes, but is not limited to, furnishing all labor, materials, equipment, and supervision required for the following: removing equipment from the existing lift station and demolishing the existing lift station; installing new submersible pumps in the existing wet well and integrating these new pumps into the District's existing collection system, digital controls, and electrical system; installing new electrical and control conduits and panels; installing new pipes, valves and other appurtenances; connecting to the existing sewer force main; and other associated site improvements as outlined in the Contract Documents. Demolition and Site Preparation Wet Well Pumps, Piping, and Hardware Yard Piping, Valves, and Appurtenances Precast Traffic-Rated Concrete Valve Vault with Access Hatch (5.5' x 7' x 4.5' deep) Precast Traffic-Rated Box with Lid (30" x 48") Erosion Control and Site Restoration Wet Well Lid and Access Hatch System Concrete Slab for Electrical Enclosure Electrical and Controls Systems Flow Meter, Transmitter, Box, and Associated Controls Integration Line Interior of Wet Well

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RETURN SECTION

Visit www.dbegoodfaith.com/respond to reply with the Solicitation ID below.
1430176-47004

-- OR --

INVITATION TO BID

FROM: Mercer-Fraser Company
P.O. Box 1006
Eureka, CA, 95502
Tel: (707) 443-6371
Fax: (707) 443-0277
ccoppini@mercerfraser.com
CONTACT NAME: Cassie Coppini

TO: AXNER EXCAVATING, INC.
Tel: (530) 222-0539
Fax: (530) 222-8910

Mercer-Fraser Company is Seeking Qualified DBEs, MBEs, WBEs, SBEs

BID DUE DATE: 2020-03-04 at 3:30

BID No.: --

PROJECT NAME: Hiller Lift Station Upgrades

AGENCY NAME: McKinleyville CSD

PROJECT LOCATION: McKinleyville, Humboldt, CA

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RETURN SECTION

Visit www.dbegoodfaith.com/respond to reply with the Solicitation ID below.
1430277-47004

-- OR --

INVITATION TO BID

FROM: Mercer-Fraser Company
P.O. Box 1006
Eureka, CA, 95502
Tel: (707) 443-6371
Fax: (707) 443-0277
ccoppini@mercerfraser.com
CONTACT NAME: Cassie Coppini

TO: BC SCHMIDT CONSTRUCTION, INC.
Tel: (530) 473-5423
Fax: (530) 473-2749

Mercer-Fraser Company is Seeking Qualified DBEs, MBEs, WBEs, SBEs

BID DUE DATE: 2020-03-04 at 3:30

BID No.: --

PROJECT NAME: Hiller Lift Station Upgrades

AGENCY NAME: McKinleyville CSD

PROJECT LOCATION: McKinleyville, Humboldt, CA

The work for this project generally includes, but is not limited to, furnishing all labor, materials, equipment, and supervision required for the following: removing equipment from the existing lift station and demolishing the existing lift station; installing new submersible pumps in the existing wet well and integrating these new pumps into the District's existing collection system, digital controls, and electrical system; installing new electrical and control conduits and panels; installing new pipes, valves and other appurtenances; connecting to the existing sewer force main; and other associated site improvements as outlined in the Contract Documents. Demolition and Site Preparation Wet Well Pumps, Piping, and Hardware Yard Piping, Valves, and Appurtenances Precast Traffic-Rated Concrete Valve Vault with Access Hatch (5.5' x 7' x 4.5' deep) Precast Traffic-Rated Box with Lid (30" x 48") Erosion Control and Site Restoration Wet Well Lid and Access Hatch System Concrete Slab for Electrical Enclosure Electrical and Controls Systems Flow Meter, Transmitter, Box, and Associated Controls Integration Line Interior of Wet Well

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RETURN SECTION

Visit www.dbegoodfaith.com/respond to reply with the Solicitation ID below.
1430179-47004

-- OR --

INVITATION TO BID

FROM: Mercer-Fraser Company
P.O. Box 1006
Eureka, CA, 95502
Tel: (707) 443-6371
Fax: (707) 443-0277
ccoppini@mercerfraser.com
CONTACT NAME: Cassie Coppini

TO: BEACOM CONSTRUCTION CO
Tel: (707) 725-3323
Fax: (707) 725-5428

Mercer-Fraser Company is Seeking Qualified DBEs, MBEs, WBEs, SBEs

BID DUE DATE: 2020-03-04 at 3:30

BID No.: --

PROJECT NAME: Hiller Lift Station Upgrades

AGENCY NAME: McKinleyville CSD

PROJECT LOCATION: McKinleyville, Humboldt, CA

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RETURN SECTION
Visit www.dbegoodfaith.com/respond to reply with the Solicitation ID below. 1430281-47004
-- OR --

INVITATION TO BID

FROM: Mercer-Fraser Company
P.O. Box 1006
Eureka, CA, 95502
Tel: (707) 443-6371
Fax: (707) 443-0277
ccoppini@mercerfraser.com
CONTACT NAME: Cassie Coppini

TO: BOUTHILLIER CONSTRUCTION, INC
Tel: (707) 459-4041
Fax: (707) 459-8775

Mercer-Fraser Company is Seeking Qualified DBEs, MBEs, WBEs, SBEs

BID DUE DATE: 2020-03-04 at 3:30

BID No.: --

PROJECT NAME: Hiller Lift Station Upgrades

AGENCY NAME: McKinleyville CSD

PROJECT LOCATION: McKinleyville, Humboldt, CA

The work for this project generally includes, but is not limited to, furnishing all labor, materials, equipment, and supervision required for the following: removing equipment from the existing lift station and demolishing the existing lift station; installing new submersible pumps in the existing wet well and integrating these new pumps into the District's existing collection system, digital controls, and electrical system; installing new electrical and control conduits and panels; installing new pipes, valves and other appurtenances; connecting to the existing sewer force main; and other associated site improvements as outlined in the Contract Documents. Demolition and Site Preparation Wet Well Pumps, Piping, and Hardware Yard Piping, Valves, and Appurtenances Precast Traffic-Rated Concrete Valve Vault with Access Hatch (5.5' x 7' x 4.5' deep) Precast Traffic-Rated Box with Lid (30" x 48") Erosion Control and Site Restoration Wet Well Lid and Access Hatch System Concrete Slab for Electrical Enclosure Electrical and Controls Systems Flow Meter, Transmitter, Box, and Associated Controls Integration Line Interior of Wet Well

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RETURN SECTION

Visit www.dbegoodfaith.com/respond to reply with the Solicitation ID below.
1430182-47004

-- OR --

INVITATION TO BID

FROM: Mercer-Fraser Company
P.O. Box 1006
Eureka, CA, 95502
Tel: (707) 443-6371
Fax: (707) 443-0277
ccoppini@mercerfraser.com
CONTACT NAME: Cassie Coppini

TO: BRIGGS MFG, INC.
Tel: (530) 934-2663
Fax: (530) 934-2041

Mercer-Fraser Company is Seeking Qualified DBEs, MBEs, WBEs, SBEs

BID DUE DATE: 2020-03-04 at 3:30

BID No.: --

PROJECT NAME: Hiller Lift Station Upgrades

AGENCY NAME: McKinleyville CSD

PROJECT LOCATION: McKinleyville, Humboldt, CA

The work for this project generally includes, but is not limited to, furnishing all labor, materials, equipment, and supervision required for the following: removing equipment from the existing lift station and demolishing the existing lift station; installing new submersible pumps in the existing wet well and integrating these new pumps into the District's existing collection system, digital controls, and electrical system; installing new electrical and control conduits and panels; installing new pipes, valves and other appurtenances; connecting to the existing sewer force main; and other associated site improvements as outlined in the Contract Documents. Demolition and Site Preparation Wet Well Pumps, Piping, and Hardware Yard Piping, Valves, and Appurtenances Precast Traffic-Rated Concrete Valve Vault with Access Hatch (5.5' x 7' x 4.5' deep) Precast Traffic-Rated Box with Lid (30" x 48") Erosion Control and Site Restoration Wet Well Lid and Access Hatch System Concrete Slab for Electrical Enclosure Electrical and Controls Systems Flow Meter, Transmitter, Box, and Associated Controls Integration Line Interior of Wet Well

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RETURN SECTION
Visit www.dbegoodfaith.com/respond to reply with the Solicitation ID below. 1430283-47004
-- OR --

INVITATION TO BID

FROM: Mercer-Fraser Company
P.O. Box 1006
Eureka, CA, 95502
Tel: (707) 443-6371
Fax: (707) 443-0277
ccoppini@mercerfraser.com
CONTACT NAME: Cassie Coppini

TO: C & K JOHNSON INDUSTRIES INC
Tel: (707) 822-7687
Fax: (707) 822-5813

Mercer-Fraser Company is Seeking Qualified DBEs, MBEs, WBEs, SBEs

BID DUE DATE: 2020-03-04 at 3:30

BID No.: --

PROJECT NAME: Hiller Lift Station Upgrades

AGENCY NAME: McKinleyville CSD

PROJECT LOCATION: McKinleyville, Humboldt, CA

The work for this project generally includes, but is not limited to, furnishing all labor, materials, equipment, and supervision required for the following: removing equipment from the existing lift station and demolishing the existing lift station; installing new submersible pumps in the existing wet well and integrating these new pumps into the District's existing collection system, digital controls, and electrical system; installing new electrical and control conduits and panels; installing new pipes, valves and other appurtenances; connecting to the existing sewer force main; and other associated site improvements as outlined in the Contract Documents. Demolition and Site Preparation Wet Well Pumps, Piping, and Hardware Yard Piping, Valves, and Appurtenances Precast Traffic-Rated Concrete Valve Vault with Access Hatch (5.5' x 7' x 4.5' deep) Precast Traffic-Rated Box with Lid (30" x 48") Erosion Control and Site Restoration Wet Well Lid and Access Hatch System Concrete Slab for Electrical Enclosure Electrical and Controls Systems Flow Meter, Transmitter, Box, and Associated Controls Integration Line Interior of Wet Well

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RETURN SECTION
Visit www.dbegoodfaith.com/respond to reply with the Solicitation ID below. 1430286-47004
-- OR --

INVITATION TO BID

FROM: Mercer-Fraser Company
P.O. Box 1006
Eureka, CA, 95502
Tel: (707) 443-6371
Fax: (707) 443-0277
ccoppini@mercerfraser.com
CONTACT NAME: Cassie Coppini

TO: COLEMAN ENVIRONMENTAL
ENGINEERING INC
Tel: (707) 275-9016
Fax: (707) 275-9025

Mercer-Fraser Company is Seeking Qualified DBEs, MBEs, WBEs, SBEs

BID DUE DATE: 2020-03-04 at 3:30

BID No.: --

PROJECT NAME: Hiller Lift Station Upgrades

AGENCY NAME: McKinleyville CSD

PROJECT LOCATION: McKinleyville, Humboldt, CA

The work for this project generally includes, but is not limited to, furnishing all labor, materials, equipment, and supervision required for the following: removing equipment from the existing lift station and demolishing the existing lift station; installing new submersible pumps in the existing wet well and integrating these new pumps into the District's existing collection system, digital controls, and electrical system; installing new electrical and control conduits and panels; installing new pipes, valves and other appurtenances; connecting to the existing sewer force main; and other associated site improvements as outlined in the Contract Documents. Demolition and Site Preparation Wet Well Pumps, Piping, and Hardware Yard Piping, Valves, and Appurtenances Precast Traffic-Rated Concrete Valve Vault with Access Hatch (5.5' x 7' x 4.5' deep) Precast Traffic-Rated Box with Lid (30" x 48") Erosion Control and Site Restoration Wet Well Lid and Access Hatch System Concrete Slab for Electrical Enclosure Electrical and Controls Systems Flow Meter, Transmitter, Box, and Associated Controls Integration Line Interior of Wet Well

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RETURN SECTION
Visit www.dbegoodfaith.com/respond to reply with the Solicitation ID below. 1430187-47004
-- OR --

INVITATION TO BID

FROM: Mercer-Fraser Company
P.O. Box 1006
Eureka, CA, 95502
Tel: (707) 443-6371
Fax: (707) 443-0277
ccoppini@mercerfraser.com
CONTACT NAME: Cassie Coppini

TO: CONVERSE CONSTRUCTION INC
Tel: (530) 378-5591
Fax: (530) 378-5594

Mercer-Fraser Company is Seeking Qualified DBEs, MBEs, WBEs, SBEs

BID DUE DATE: 2020-03-04 at 3:30

BID No.: --

PROJECT NAME: Hiller Lift Station Upgrades

AGENCY NAME: McKinleyville CSD

PROJECT LOCATION: McKinleyville, Humboldt, CA

The work for this project generally includes, but is not limited to, furnishing all labor, materials, equipment, and supervision required for the following: removing equipment from the existing lift station and demolishing the existing lift station; installing new submersible pumps in the existing wet well and integrating these new pumps into the District's existing collection system, digital controls, and electrical system; installing new electrical and control conduits and panels; installing new pipes, valves and other appurtenances; connecting to the existing sewer force main; and other associated site improvements as outlined in the Contract Documents. Demolition and Site Preparation Wet Well Pumps, Piping, and Hardware Yard Piping, Valves, and Appurtenances Precast Traffic-Rated Concrete Valve Vault with Access Hatch (5.5' x 7' x 4.5' deep) Precast Traffic-Rated Box with Lid (30" x 48") Erosion Control and Site Restoration Wet Well Lid and Access Hatch System Concrete Slab for Electrical Enclosure Electrical and Controls Systems Flow Meter, Transmitter, Box, and Associated Controls Integration Line Interior of Wet Well

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RETURN SECTION
Visit www.dbegoodfaith.com/respond to reply with the Solicitation ID below. 1430292-47004
-- OR --

INVITATION TO BID

FROM: Mercer-Fraser Company
P.O. Box 1006
Eureka, CA, 95502
Tel: (707) 443-6371
Fax: (707) 443-0277
ccoppini@mercerfraser.com
CONTACT NAME: Cassie Coppini

TO: COOK CONCRETE PRODUCTS, INC.
Tel: (530) 243-2562
Fax: (530) 243-6881

Mercer-Fraser Company is Seeking Qualified DBEs, MBEs, WBEs, SBEs

BID DUE DATE: 2020-03-04 at 3:30

BID No.: --

PROJECT NAME: Hiller Lift Station Upgrades

AGENCY NAME: McKinleyville CSD

PROJECT LOCATION: McKinleyville, Humboldt, CA

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RETURN SECTION

Visit www.dbegoodfaith.com/respond to reply with the Solicitation ID below.
1430293-47004

-- OR --

INVITATION TO BID

FROM: Mercer-Fraser Company
P.O. Box 1006
Eureka, CA, 95502
Tel: (707) 443-6371
Fax: (707) 443-0277
ccoppini@mercerfraser.com
CONTACT NAME: Cassie Coppini

TO: David A Lawrence Inc.
Tel: (530) 275-4800
Fax: (530) 275-7970

Mercer-Fraser Company is Seeking Qualified DBEs, MBEs, WBEs, SBEs

BID DUE DATE: 2020-03-04 at 3:30

BID No.: –

PROJECT NAME: Hiller Lift Station Upgrades

AGENCY NAME: McKinleyville CSD

PROJECT LOCATION: McKinleyville, Humboldt, CA

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Visit www.dbegoodfaith.com/respond to reply with the Solicitation ID below.
1430298-47004

-- OR --

INVITATION TO BID

FROM: Mercer-Fraser Company
P.O. Box 1006
Eureka, CA, 95502
Tel: (707) 443-6371
Fax: (707) 443-0277
ccoppini@mercerfraser.com
CONTACT NAME: Cassie Coppini

TO: EAGLE ROCK INDUSTRIES
Tel: (925) 524-3004
Fax: (925) 524-3004

Mercer-Fraser Company is Seeking Qualified DBEs, MBEs, WBEs, SBEs

BID DUE DATE: 2020-03-04 at 3:30

BID No.: --

PROJECT NAME: Hiller Lift Station Upgrades

AGENCY NAME: McKinleyville CSD

PROJECT LOCATION: McKinleyville, Humboldt, CA

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RETURN SECTION

Visit www.dbegoodfaith.com/respond to reply with the Solicitation ID below.
1430192-47004

-- OR --

INVITATION TO BID

FROM: Mercer-Fraser Company
P.O. Box 1006
Eureka, CA, 95502
Tel: (707) 443-6371
Fax: (707) 443-0277
ccoppini@mercerfraser.com
CONTACT NAME: Cassie Coppini

TO: Evergreen Landscape LLC
Tel: (707) 822-1332
Fax: (707) 822-5662

Mercer-Fraser Company is Seeking Qualified DBEs, MBEs, WBEs, SBEs

BID DUE DATE: 2020-03-04 at 3:30

BID No.: --

PROJECT NAME: Hiller Lift Station Upgrades

AGENCY NAME: McKinleyville CSD

PROJECT LOCATION: McKinleyville, Humboldt, CA

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RETURN SECTION
Visit www.dbegoodfaith.com/respond to reply with the Solicitation ID below. 1430308-47004
-- OR --

INVITATION TO BID

FROM: Mercer-Fraser Company
P.O. Box 1006
Eureka, CA, 95502
Tel: (707) 443-6371
Fax: (707) 443-0277
ccoppini@mercerfraser.com
CONTACT NAME: Cassie Coppini

TO: GERLINGER FOUNDRY & MACHINE
WORKS INC
Tel: (530) 243-1053
Fax: (530) 246-4736

Mercer-Fraser Company is Seeking Qualified DBEs, MBEs, WBEs, SBEs

BID DUE DATE: 2020-03-04 at 3:30

BID No.: --

PROJECT NAME: Hiller Lift Station Upgrades

AGENCY NAME: McKinleyville CSD

PROJECT LOCATION: McKinleyville, Humboldt, CA

The work for this project generally includes, but is not limited to, furnishing all labor, materials, equipment, and supervision required for the following: removing equipment from the existing lift station and demolishing the existing lift station; installing new submersible pumps in the existing wet well and integrating these new pumps into the District's existing collection system, digital controls, and electrical system; installing new electrical and control conduits and panels; installing new pipes, valves and other appurtenances; connecting to the existing sewer force main; and other associated site improvements as outlined in the Contract Documents. Demolition and Site Preparation Wet Well Pumps, Piping, and Hardware Yard Piping, Valves, and Appurtenances Precast Traffic-Rated Concrete Valve Vault with Access Hatch (5.5' x 7' x 4.5' deep) Precast Traffic-Rated Box with Lid (30" x 48") Erosion Control and Site Restoration Wet Well Lid and Access Hatch System Concrete Slab for Electrical Enclosure Electrical and Controls Systems Flow Meter, Transmitter, Box, and Associated Controls Integration Line Interior of Wet Well

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RETURN SECTION

Visit www.dbegoodfaith.com/respond to reply with the Solicitation ID below.
1430315-47004

-- OR --

INVITATION TO BID

FROM: Mercer-Fraser Company
P.O. Box 1006
Eureka, CA, 95502
Tel: (707) 443-6371
Fax: (707) 443-0277
ccoppini@mercerfraser.com
CONTACT NAME: Cassie Coppini

TO: GREGORY EQUIPMENT INC
Tel: (530) 275-8918
Fax: (530) 275-7949

Mercer-Fraser Company is Seeking Qualified DBEs, MBEs, WBEs, SBEs

BID DUE DATE: 2020-03-04 at 3:30

BID No.: --

PROJECT NAME: Hiller Lift Station Upgrades

AGENCY NAME: McKinleyville CSD

PROJECT LOCATION: McKinleyville, Humboldt, CA

The work for this project generally includes, but is not limited to, furnishing all labor, materials, equipment, and supervision required for the following: removing equipment from the existing lift station and demolishing the existing lift station; installing new submersible pumps in the existing wet well and integrating these new pumps into the District's existing collection system, digital controls, and electrical system; installing new electrical and control conduits and panels; installing new pipes, valves and other appurtenances; connecting to the existing sewer force main; and other associated site improvements as outlined in the Contract Documents. Demolition and Site Preparation Wet Well Pumps, Piping, and Hardware Yard Piping, Valves, and Appurtenances Precast Traffic-Rated Concrete Valve Vault with Access Hatch (5.5' x 7' x 4.5' deep) Precast Traffic-Rated Box with Lid (30" x 48") Erosion Control and Site Restoration Wet Well Lid and Access Hatch System Concrete Slab for Electrical Enclosure Electrical and Controls Systems Flow Meter, Transmitter, Box, and Associated Controls Integration Line Interior of Wet Well

Mercer-Fraser Company is an Equal Opportunity Employer. Mercer-Fraser Company is signatory with the Operating Engineers, Laborers, Carpenters and Teamsters Unions. Plans and specifications for this project are available to review upon request, or on the Caltrans Website. Mercer-Fraser Company will negotiate in Good Faith with all prospective subcontractors and suppliers for this project. Assistance may be provided for obtain bonding, lines of credit, insurance, necessary equipment, supplies, materials and to break-up items to economically feasible packages for subcontractors and material suppliers. Scope letters (including subcontractor conditions or exceptions) should be received 24 hours prior to bid time to allow for proper evaluation and review. 100% performance and payment bonds may be required for the full amount of subcontract price by an admitted surety and subject to approval by Mercer-Fraser Company. Mercer-Fraser Company will pay for bond premium up to 1.5%. Subcontractors must possess a current applicable Contractors license, DIR, insurance and workers compensation coverage meeting Mercer-Fraser Company and Caltrans minimum requirements during the entire length on the contract, and will be required to sign the standard Mercer-Fraser Company Subcontract Agreement and provide a waiver of subrogation. A copy of the insurance requirements and subcontract agreement can be obtained by contacting our office.

RETURN SECTION
Visit www.dbegoodfaith.com/respond to reply with the Solicitation ID below. 1430318-47004
-- OR --

INVITATION TO BID

FROM: Mercer-Fraser Company
P.O. Box 1006
Eureka, CA, 95502
Tel: (707) 443-6371
Fax: (707) 443-0277
ccoppini@mercerfraser.com
CONTACT NAME: Cassie Coppini

TO: J&J PUMPS, INC
Tel: (530) 222-3393
Fax: (530) 222-1211

Mercer-Fraser Company is Seeking Qualified DBEs, MBEs, WBEs, SBEs

BID DUE DATE: 2020-03-04 at 3:30

BID No.: --

PROJECT NAME: Hiller Lift Station Upgrades

AGENCY NAME: McKinleyville CSD

PROJECT LOCATION: McKinleyville, Humboldt, CA

The work for this project generally includes, but is not limited to, furnishing all labor, materials, equipment, and supervision required for the following: removing equipment from the existing lift station and demolishing the existing lift station; installing new submersible pumps in the existing wet well and integrating these new pumps into the District's existing collection system, digital controls, and electrical system; installing new electrical and control conduits and panels; installing new pipes, valves and other appurtenances; connecting to the existing sewer force main; and other associated site improvements as outlined in the Contract Documents. Demolition and Site Preparation Wet Well Pumps, Piping, and Hardware Yard Piping, Valves, and Appurtenances Precast Traffic-Rated Concrete Valve Vault with Access Hatch (5.5' x 7' x 4.5' deep) Precast Traffic-Rated Box with Lid (30" x 48") Erosion Control and Site Restoration Wet Well Lid and Access Hatch System Concrete Slab for Electrical Enclosure Electrical and Controls Systems Flow Meter, Transmitter, Box, and Associated Controls Integration Line Interior of Wet Well

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RETURN SECTION

Visit www.dbegoodfaith.com/respond to reply with the Solicitation ID below.
1430329-47004

-- OR --

INVITATION TO BID

FROM: Mercer-Fraser Company
P.O. Box 1006
Eureka, CA, 95502
Tel: (707) 443-6371
Fax: (707) 443-0277
ccoppini@mercerfraser.com
CONTACT NAME: Cassie Coppini

TO: JARRETT FOUNDATIONS, INC
Tel: (916) 371-8760
Fax: (916) 371-8765

Mercer-Fraser Company is Seeking Qualified DBEs, MBEs, WBEs, SBEs

BID DUE DATE: 2020-03-04 at 3:30

BID No.: --

PROJECT NAME: Hiller Lift Station Upgrades

AGENCY NAME: McKinleyville CSD

PROJECT LOCATION: McKinleyville, Humboldt, CA

The work for this project generally includes, but is not limited to, furnishing all labor, materials, equipment, and supervision required for the following: removing equipment from the existing lift station and demolishing the existing lift station; installing new submersible pumps in the existing wet well and integrating these new pumps into the District's existing collection system, digital controls, and electrical system; installing new electrical and control conduits and panels; installing new pipes, valves and other appurtenances; connecting to the existing sewer force main; and other associated site improvements as outlined in the Contract Documents. Demolition and Site Preparation Wet Well Pumps, Piping, and Hardware Yard Piping, Valves, and Appurtenances Precast Traffic-Rated Concrete Valve Vault with Access Hatch (5.5' x 7' x 4.5' deep) Precast Traffic-Rated Box with Lid (30" x 48") Erosion Control and Site Restoration Wet Well Lid and Access Hatch System Concrete Slab for Electrical Enclosure Electrical and Controls Systems Flow Meter, Transmitter, Box, and Associated Controls Integration Line Interior of Wet Well

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RETURN SECTION
Visit www.dbegoodfaith.com/respond to reply with the Solicitation ID below. 1430202-47004
-- OR --

INVITATION TO BID

FROM: Mercer-Fraser Company
P.O. Box 1006
Eureka, CA, 95502
Tel: (707) 443-6371
Fax: (707) 443-0277
ccoppini@mercerfraser.com
CONTACT NAME: Cassie Coppini

TO: JCC INC
Tel: (925) 370-6067
Fax: (925) 370-6068

Mercer-Fraser Company is Seeking Qualified DBEs, MBEs, WBEs, SBEs

BID DUE DATE: 2020-03-04 at 3:30

BID No.: --

PROJECT NAME: Hiller Lift Station Upgrades

AGENCY NAME: McKinleyville CSD

PROJECT LOCATION: McKinleyville, Humboldt, CA

The work for this project generally includes, but is not limited to, furnishing all labor, materials, equipment, and supervision required for the following: removing equipment from the existing lift station and demolishing the existing lift station; installing new submersible pumps in the existing wet well and integrating these new pumps into the District's existing collection system, digital controls, and electrical system; installing new electrical and control conduits and panels; installing new pipes, valves and other appurtenances; connecting to the existing sewer force main; and other associated site improvements as outlined in the Contract Documents. Demolition and Site Preparation Wet Well Pumps, Piping, and Hardware Yard Piping, Valves, and Appurtenances Precast Traffic-Rated Concrete Valve Vault with Access Hatch (5.5' x 7' x 4.5' deep) Precast Traffic-Rated Box with Lid (30" x 48") Erosion Control and Site Restoration Wet Well Lid and Access Hatch System Concrete Slab for Electrical Enclosure Electrical and Controls Systems Flow Meter, Transmitter, Box, and Associated Controls Integration Line Interior of Wet Well

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RETURN SECTION

Visit www.dbegoodfaith.com/respond to reply with the Solicitation ID below.
1430440-47004

-- OR --

INVITATION TO BID

FROM: Mercer-Fraser Company
P.O. Box 1006
Eureka, CA, 95502
Tel: (707) 443-6371
Fax: (707) 443-0277
ccoppini@mercerfraser.com
CONTACT NAME: Cassie Coppini

TO: Johns' Group LLC
Tel: (707) 499-3181
Fax: (707) 725-1269

Mercer-Fraser Company is Seeking Qualified DBEs, MBEs, WBEs, SBEs

BID DUE DATE: 2020-03-04 at 3:30

BID No.: --

PROJECT NAME: Hiller Lift Station Upgrades

AGENCY NAME: McKinleyville CSD

PROJECT LOCATION: McKinleyville, Humboldt, CA

The work for this project generally includes, but is not limited to, furnishing all labor, materials, equipment, and supervision required for the following: removing equipment from the existing lift station and demolishing the existing lift station; installing new submersible pumps in the existing wet well and integrating these new pumps into the District's existing collection system, digital controls, and electrical system; installing new electrical and control conduits and panels; installing new pipes, valves and other appurtenances; connecting to the existing sewer force main; and other associated site improvements as outlined in the Contract Documents. Demolition and Site Preparation Wet Well Pumps, Piping, and Hardware Yard Piping, Valves, and Appurtenances Precast Traffic-Rated Concrete Valve Vault with Access Hatch (5.5' x 7' x 4.5' deep) Precast Traffic-Rated Box with Lid (30" x 48") Erosion Control and Site Restoration Wet Well Lid and Access Hatch System Concrete Slab for Electrical Enclosure Electrical and Controls Systems Flow Meter, Transmitter, Box, and Associated Controls Integration Line Interior of Wet Well

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RETURN SECTION
Visit www.dbegoodfaith.com/respond to reply with the Solicitation ID below. 1430331-47004
-- OR --

INVITATION TO BID

FROM: Mercer-Fraser Company
P.O. Box 1006
Eureka, CA, 95502
Tel: (707) 443-6371
Fax: (707) 443-0277
ccoppini@mercerfraser.com
CONTACT NAME: Cassie Coppini

TO: JW MORRISON, INC.
Tel: (707) 984-8858
Fax: (707) 984-8858

Mercer-Fraser Company is Seeking Qualified DBEs, MBEs, WBEs, SBEs

BID DUE DATE: 2020-03-04 at 3:30

BID No.: –

PROJECT NAME: Hiller Lift Station Upgrades

AGENCY NAME: McKinleyville CSD

PROJECT LOCATION: McKinleyville, Humboldt, CA

The work for this project generally includes, but is not limited to, furnishing all labor, materials, equipment, and supervision required for the following: removing equipment from the existing lift station and demolishing the existing lift station; installing new submersible pumps in the existing wet well and integrating these new pumps into the District's existing collection system, digital controls, and electrical system; installing new electrical and control conduits and panels; installing new pipes, valves and other appurtenances; connecting to the existing sewer force main; and other associated site improvements as outlined in the Contract Documents. Demolition and Site Preparation Wet Well Pumps, Piping, and Hardware Yard Piping, Valves, and Appurtenances Precast Traffic-Rated Concrete Valve Vault with Access Hatch (5.5' x 7' x 4.5' deep) Precast Traffic-Rated Box with Lid (30" x 48") Erosion Control and Site Restoration Wet Well Lid and Access Hatch System Concrete Slab for Electrical Enclosure Electrical and Controls Systems Flow Meter, Transmitter, Box, and Associated Controls Integration Line Interior of Wet Well

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Visit www.dbegoodfaith.com/respond to reply with the Solicitation ID below.
1430332-47004

-- OR --

INVITATION TO BID

FROM: Mercer-Fraser Company
P.O. Box 1006
Eureka, CA, 95502
Tel: (707) 443-6371
Fax: (707) 443-0277
ccoppini@mercerfraser.com
CONTACT NAME: Cassie Coppini

TO: K & G CONCRETE INC
Tel: (916) 774-0287
Fax: (866) 878-2769

Mercer-Fraser Company is Seeking Qualified DBEs, MBEs, WBEs, SBEs

BID DUE DATE: 2020-03-04 at 3:30

BID No.: --

PROJECT NAME: Hiller Lift Station Upgrades

AGENCY NAME: McKinleyville CSD

PROJECT LOCATION: McKinleyville, Humboldt, CA

The work for this project generally includes, but is not limited to, furnishing all labor, materials, equipment, and supervision required for the following: removing equipment from the existing lift station and demolishing the existing lift station; installing new submersible pumps in the existing wet well and integrating these new pumps into the District's existing collection system, digital controls, and electrical system; installing new electrical and control conduits and panels; installing new pipes, valves and other appurtenances; connecting to the existing sewer force main; and other associated site improvements as outlined in the Contract Documents. Demolition and Site Preparation Wet Well Pumps, Piping, and Hardware Yard Piping, Valves, and Appurtenances Precast Traffic-Rated Concrete Valve Vault with Access Hatch (5.5' x 7' x 4.5' deep) Precast Traffic-Rated Box with Lid (30" x 48") Erosion Control and Site Restoration Wet Well Lid and Access Hatch System Concrete Slab for Electrical Enclosure Electrical and Controls Systems Flow Meter, Transmitter, Box, and Associated Controls Integration Line Interior of Wet Well

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RETURN SECTION

Visit www.dbegoodfaith.com/respond to reply with the Solicitation ID below.
1430430-47004

-- OR --

INVITATION TO BID

FROM: Mercer-Fraser Company
P.O. Box 1006
Eureka, CA, 95502
Tel: (707) 443-6371
Fax: (707) 443-0277
ccoppini@mercerfraser.com
CONTACT NAME: Cassie Coppini

TO: Kern Construction
Tel: (707) 826-8686
Fax: (707) 826-1888

Mercer-Fraser Company is Seeking Qualified DBEs, MBEs, WBEs, SBEs

BID DUE DATE: 2020-03-04 at 3:30

BID No.: --

PROJECT NAME: Hiller Lift Station Upgrades

AGENCY NAME: McKinleyville CSD

PROJECT LOCATION: McKinleyville, Humboldt, CA

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RETURN SECTION

Visit www.dbegoodfaith.com/respond to reply with the Solicitation ID below.
1430336-47004

-- OR --

INVITATION TO BID

FROM: Mercer-Fraser Company
P.O. Box 1006
Eureka, CA, 95502
Tel: (707) 443-6371
Fax: (707) 443-0277
ccoppini@mercerfraser.com
CONTACT NAME: Cassie Coppini

TO: LUCCHESI BUILDERS DBA PACIFIC
BUILDERS INC.
Tel: (707) 822-7720
Fax: (707) 822-7369

Mercer-Fraser Company is Seeking Qualified DBEs, MBEs, WBEs, SBEs

BID DUE DATE: 2020-03-04 at 3:30

BID No.: --

PROJECT NAME: Hiller Lift Station Upgrades

AGENCY NAME: McKinleyville CSD

PROJECT LOCATION: McKinleyville, Humboldt, CA

The work for this project generally includes, but is not limited to, furnishing all labor, materials, equipment, and supervision required for the following: removing equipment from the existing lift station and demolishing the existing lift station; installing new submersible pumps in the existing wet well and integrating these new pumps into the District's existing collection system, digital controls, and electrical system; installing new electrical and control conduits and panels; installing new pipes, valves and other appurtenances; connecting to the existing sewer force main; and other associated site improvements as outlined in the Contract Documents. Demolition and Site Preparation Wet Well Pumps, Piping, and Hardware Yard Piping, Valves, and Appurtenances Precast Traffic-Rated Concrete Valve Vault with Access Hatch (5.5' x 7' x 4.5' deep) Precast Traffic-Rated Box with Lid (30" x 48") Erosion Control and Site Restoration Wet Well Lid and Access Hatch System Concrete Slab for Electrical Enclosure Electrical and Controls Systems Flow Meter, Transmitter, Box, and Associated Controls Integration Line Interior of Wet Well

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RETURN SECTION
Visit www.dbegoodfaith.com/respond to reply with the Solicitation ID below. 1430342-47004
-- OR --

INVITATION TO BID

FROM: Mercer-Fraser Company
P.O. Box 1006
Eureka, CA, 95502
Tel: (707) 443-6371
Fax: (707) 443-0277
ccoppini@mercerfraser.com
CONTACT NAME: Cassie Coppini

TO: Mattole Valley Construction Inc.
Tel: (707) 629-3556
Fax: (916) 670-1602

Mercer-Fraser Company is Seeking Qualified DBEs, MBEs, WBEs, SBEs

BID DUE DATE: 2020-03-04 at 3:30

BID No.: --

PROJECT NAME: Hiller Lift Station Upgrades

AGENCY NAME: McKinleyville CSD

PROJECT LOCATION: McKinleyville, Humboldt, CA

The work for this project generally includes, but is not limited to, furnishing all labor, materials, equipment, and supervision required for the following: removing equipment from the existing lift station and demolishing the existing lift station; installing new submersible pumps in the existing wet well and integrating these new pumps into the District's existing collection system, digital controls, and electrical system; installing new electrical and control conduits and panels; installing new pipes, valves and other appurtenances; connecting to the existing sewer force main; and other associated site improvements as outlined in the Contract Documents. Demolition and Site Preparation Wet Well Pumps, Piping, and Hardware Yard Piping, Valves, and Appurtenances Precast Traffic-Rated Concrete Valve Vault with Access Hatch (5.5' x 7' x 4.5' deep) Precast Traffic-Rated Box with Lid (30" x 48") Erosion Control and Site Restoration Wet Well Lid and Access Hatch System Concrete Slab for Electrical Enclosure Electrical and Controls Systems Flow Meter, Transmitter, Box, and Associated Controls Integration Line Interior of Wet Well

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RETURN SECTION
Visit www.dbegoodfaith.com/respond to reply with the Solicitation ID below. 1430344-47004
-- OR --

INVITATION TO BID

FROM: Mercer-Fraser Company
P.O. Box 1006
Eureka, CA, 95502
Tel: (707) 443-6371
Fax: (707) 443-0277
ccoppini@mercerfraser.com
CONTACT NAME: Cassie Coppini

TO: MC CULLOUGH CONSTRUCTION INC
Tel: (707) 825-1014
Fax: (707) 825-1769

Mercer-Fraser Company is Seeking Qualified DBEs, MBEs, WBEs, SBEs

BID DUE DATE: 2020-03-04 at 3:30

BID No.: --

PROJECT NAME: Hiller Lift Station Upgrades

AGENCY NAME: McKinleyville CSD

PROJECT LOCATION: McKinleyville, Humboldt, CA

The work for this project generally includes, but is not limited to, furnishing all labor, materials, equipment, and supervision required for the following: removing equipment from the existing lift station and demolishing the existing lift station; installing new submersible pumps in the existing wet well and integrating these new pumps into the District's existing collection system, digital controls, and electrical system; installing new electrical and control conduits and panels; installing new pipes, valves and other appurtenances; connecting to the existing sewer force main; and other associated site improvements as outlined in the Contract Documents. Demolition and Site Preparation Wet Well Pumps, Piping, and Hardware Yard Piping, Valves, and Appurtenances Precast Traffic-Rated Concrete Valve Vault with Access Hatch (5.5' x 7' x 4.5' deep) Precast Traffic-Rated Box with Lid (30" x 48") Erosion Control and Site Restoration Wet Well Lid and Access Hatch System Concrete Slab for Electrical Enclosure Electrical and Controls Systems Flow Meter, Transmitter, Box, and Associated Controls Integration Line Interior of Wet Well

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RETURN SECTION

Visit www.dbegoodfaith.com/respond to reply with the Solicitation ID below.
1430208-47004

-- OR --

INVITATION TO BID

FROM: Mercer-Fraser Company
P.O. Box 1006
Eureka, CA, 95502
Tel: (707) 443-6371
Fax: (707) 443-0277
ccoppini@mercerfraser.com
CONTACT NAME: Cassie Coppini

TO: MCKEEVER ENERGY & ELECTRIC INC
Tel: (707) 822-0100
Fax: (707) 633-4214

Mercer-Fraser Company is Seeking Qualified DBEs, MBEs, WBEs, SBEs

BID DUE DATE: 2020-03-04 at 3:30

BID No.: --

PROJECT NAME: Hiller Lift Station Upgrades

AGENCY NAME: McKinleyville CSD

PROJECT LOCATION: McKinleyville, Humboldt, CA

The work for this project generally includes, but is not limited to, furnishing all labor, materials, equipment, and supervision required for the following: removing equipment from the existing lift station and demolishing the existing lift station; installing new submersible pumps in the existing wet well and integrating these new pumps into the District's existing collection system, digital controls, and electrical system; installing new electrical and control conduits and panels; installing new pipes, valves and other appurtenances; connecting to the existing sewer force main; and other associated site improvements as outlined in the Contract Documents. Demolition and Site Preparation Wet Well Pumps, Piping, and Hardware Yard Piping, Valves, and Appurtenances Precast Traffic-Rated Concrete Valve Vault with Access Hatch (5.5' x 7' x 4.5' deep) Precast Traffic-Rated Box with Lid (30" x 48") Erosion Control and Site Restoration Wet Well Lid and Access Hatch System Concrete Slab for Electrical Enclosure Electrical and Controls Systems Flow Meter, Transmitter, Box, and Associated Controls Integration Line Interior of Wet Well

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RETURN SECTION

Visit www.dbegoodfaith.com/respond to reply with the Solicitation ID below.
1430345-47004

-- OR --

INVITATION TO BID

FROM: Mercer-Fraser Company
P.O. Box 1006
Eureka, CA, 95502
Tel: (707) 443-6371
Fax: (707) 443-0277
ccoppini@mercerfraser.com
CONTACT NAME: Cassie Coppini

TO: METCO
Tel: (415) 455-9922
Fax: (415) 455-9960

Mercer-Fraser Company is Seeking Qualified DBEs, MBEs, WBEs, SBEs

BID DUE DATE: 2020-03-04 at 3:30

BID No.: --

PROJECT NAME: Hiller Lift Station Upgrades

AGENCY NAME: McKinleyville CSD

PROJECT LOCATION: McKinleyville, Humboldt, CA

The work for this project generally includes, but is not limited to, furnishing all labor, materials, equipment, and supervision required for the following: removing equipment from the existing lift station and demolishing the existing lift station; installing new submersible pumps in the existing wet well and integrating these new pumps into the District's existing collection system, digital controls, and electrical system; installing new electrical and control conduits and panels; installing new pipes, valves and other appurtenances; connecting to the existing sewer force main; and other associated site improvements as outlined in the Contract Documents. Demolition and Site Preparation Wet Well Pumps, Piping, and Hardware Yard Piping, Valves, and Appurtenances Precast Traffic-Rated Concrete Valve Vault with Access Hatch (5.5' x 7' x 4.5' deep) Precast Traffic-Rated Box with Lid (30" x 48") Erosion Control and Site Restoration Wet Well Lid and Access Hatch System Concrete Slab for Electrical Enclosure Electrical and Controls Systems Flow Meter, Transmitter, Box, and Associated Controls Integration Line Interior of Wet Well

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RETURN SECTION
Visit www.dbegoodfaith.com/respond to reply with the Solicitation ID below. 1430210-47004
-- OR --

INVITATION TO BID

FROM: Mercer-Fraser Company
P.O. Box 1006
Eureka, CA, 95502
Tel: (707) 443-6371
Fax: (707) 443-0277
ccoppini@mercerfraser.com
CONTACT NAME: Cassie Coppini

TO: NITTA EROSION CONTROL
Tel: (916) 652-7459
Fax: (916) 652-4376

Mercer-Fraser Company is Seeking Qualified DBEs, MBEs, WBEs, SBEs

BID DUE DATE: 2020-03-04 at 3:30

BID No.: --

PROJECT NAME: Hiller Lift Station Upgrades

AGENCY NAME: McKinleyville CSD

PROJECT LOCATION: McKinleyville, Humboldt, CA

The work for this project generally includes, but is not limited to, furnishing all labor, materials, equipment, and supervision required for the following: removing equipment from the existing lift station and demolishing the existing lift station; installing new submersible pumps in the existing wet well and integrating these new pumps into the District's existing collection system, digital controls, and electrical system; installing new electrical and control conduits and panels; installing new pipes, valves and other appurtenances; connecting to the existing sewer force main; and other associated site improvements as outlined in the Contract Documents. Demolition and Site Preparation Wet Well Pumps, Piping, and Hardware Yard Piping, Valves, and Appurtenances Precast Traffic-Rated Concrete Valve Vault with Access Hatch (5.5' x 7' x 4.5' deep) Precast Traffic-Rated Box with Lid (30" x 48") Erosion Control and Site Restoration Wet Well Lid and Access Hatch System Concrete Slab for Electrical Enclosure Electrical and Controls Systems Flow Meter, Transmitter, Box, and Associated Controls Integration Line Interior of Wet Well

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RETURN SECTION

Visit www.dbegoodfaith.com/respond to reply with the Solicitation ID below.
1430212-47004

-- OR --

INVITATION TO BID

FROM: Mercer-Fraser Company
P.O. Box 1006
Eureka, CA, 95502
Tel: (707) 443-6371
Fax: (707) 443-0277
ccoppini@mercerfraser.com
CONTACT NAME: Cassie Coppini

TO: NORTHERN INDUSTRIAL ELECTRIC
Tel: (530) 246-2366
Fax: (530) 246-2368

Mercer-Fraser Company is Seeking Qualified DBEs, MBEs, WBEs, SBEs

BID DUE DATE: 2020-03-04 at 3:30

BID No.: --

PROJECT NAME: Hiller Lift Station Upgrades

AGENCY NAME: McKinleyville CSD

PROJECT LOCATION: McKinleyville, Humboldt, CA

The work for this project generally includes, but is not limited to, furnishing all labor, materials, equipment, and supervision required for the following: removing equipment from the existing lift station and demolishing the existing lift station; installing new submersible pumps in the existing wet well and integrating these new pumps into the District's existing collection system, digital controls, and electrical system; installing new electrical and control conduits and panels; installing new pipes, valves and other appurtenances; connecting to the existing sewer force main; and other associated site improvements as outlined in the Contract Documents. Demolition and Site Preparation Wet Well Pumps, Piping, and Hardware Yard Piping, Valves, and Appurtenances Precast Traffic-Rated Concrete Valve Vault with Access Hatch (5.5' x 7' x 4.5' deep) Precast Traffic-Rated Box with Lid (30" x 48") Erosion Control and Site Restoration Wet Well Lid and Access Hatch System Concrete Slab for Electrical Enclosure Electrical and Controls Systems Flow Meter, Transmitter, Box, and Associated Controls Integration Line Interior of Wet Well

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RETURN SECTION

Visit www.dbegoodfaith.com/respond to reply with the Solicitation ID below.
1430263-47004

-- OR --

INVITATION TO BID

FROM: Mercer-Fraser Company
P.O. Box 1006
Eureka, CA, 95502
Tel: (707) 443-6371
Fax: (707) 443-0277
ccoppini@mercerfraser.com
CONTACT NAME: Cassie Coppini

TO: PETRUSHA ENTERPRISES, INC.
Tel: (707) 443-6366
Fax: (707) 443-6377

Mercer-Fraser Company is Seeking Qualified DBEs, MBEs, WBEs, SBEs

BID DUE DATE: 2020-03-04 at 3:30

BID No.: --

PROJECT NAME: Hiller Lift Station Upgrades

AGENCY NAME: McKinleyville CSD

PROJECT LOCATION: McKinleyville, Humboldt, CA

The work for this project generally includes, but is not limited to, furnishing all labor, materials, equipment, and supervision required for the following: removing equipment from the existing lift station and demolishing the existing lift station; installing new submersible pumps in the existing wet well and integrating these new pumps into the District's existing collection system, digital controls, and electrical system; installing new electrical and control conduits and panels; installing new pipes, valves and other appurtenances; connecting to the existing sewer force main; and other associated site improvements as outlined in the Contract Documents. Demolition and Site Preparation Wet Well Pumps, Piping, and Hardware Yard Piping, Valves, and Appurtenances Precast Traffic-Rated Concrete Valve Vault with Access Hatch (5.5' x 7' x 4.5' deep) Precast Traffic-Rated Box with Lid (30" x 48") Erosion Control and Site Restoration Wet Well Lid and Access Hatch System Concrete Slab for Electrical Enclosure Electrical and Controls Systems Flow Meter, Transmitter, Box, and Associated Controls Integration Line Interior of Wet Well

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RETURN SECTION

Visit www.dbegoodfaith.com/respond to reply with the Solicitation ID below.
1430367-47004

-- OR --

INVITATION TO BID

FROM: Mercer-Fraser Company
P.O. Box 1006
Eureka, CA, 95502
Tel: (707) 443-6371
Fax: (707) 443-0277
ccoppini@mercerfraser.com
CONTACT NAME: Cassie Coppini

TO: PIERSON COMPANY
Tel: (707) 268-1800
Fax: (707) 268-1801

Mercer-Fraser Company is Seeking Qualified DBEs, MBEs, WBEs, SBEs

BID DUE DATE: 2020-03-04 at 3:30

BID No.: --

PROJECT NAME: Hiller Lift Station Upgrades

AGENCY NAME: McKinleyville CSD

PROJECT LOCATION: McKinleyville, Humboldt, CA

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RETURN SECTION

Visit www.dbegoodfaith.com/respond to reply with the Solicitation ID below.
1430368-47004

-- OR --

INVITATION TO BID

FROM: Mercer-Fraser Company
P.O. Box 1006
Eureka, CA, 95502
Tel: (707) 443-6371
Fax: (707) 443-0277
ccoppini@mercerfraser.com
CONTACT NAME: Cassie Coppini

TO: PROSEED LANDSCAPE AND EROSION
CONTROL
Tel: (707) 895-2100
Fax: (707) 895-2200

Mercer-Fraser Company is Seeking Qualified DBEs, MBEs, WBEs, SBEs

BID DUE DATE: 2020-03-04 at 3:30

BID No.: --

PROJECT NAME: Hiller Lift Station Upgrades

AGENCY NAME: McKinleyville CSD

PROJECT LOCATION: McKinleyville, Humboldt, CA

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RETURN SECTION

Visit www.dbegoodfaith.com/respond to reply with the Solicitation ID below.
1430371-47004

-- OR --

INVITATION TO BID

FROM: Mercer-Fraser Company
P.O. Box 1006
Eureka, CA, 95502
Tel: (707) 443-6371
Fax: (707) 443-0277
ccoppini@mercerfraser.com
CONTACT NAME: Cassie Coppini

TO: ROBERT COLBURN ELECTRIC INC
Tel: (707) 445-8474
Fax: (707) 445-8475

Mercer-Fraser Company is Seeking Qualified DBEs, MBEs, WBEs, SBEs

BID DUE DATE: 2020-03-04 at 3:30

BID No.: --

PROJECT NAME: Hiller Lift Station Upgrades

AGENCY NAME: McKinleyville CSD

PROJECT LOCATION: McKinleyville, Humboldt, CA

The work for this project generally includes, but is not limited to, furnishing all labor, materials, equipment, and supervision required for the following: removing equipment from the existing lift station and demolishing the existing lift station; installing new submersible pumps in the existing wet well and integrating these new pumps into the District's existing collection system, digital controls, and electrical system; installing new electrical and control conduits and panels; installing new pipes, valves and other appurtenances; connecting to the existing sewer force main; and other associated site improvements as outlined in the Contract Documents. Demolition and Site Preparation Wet Well Pumps, Piping, and Hardware Yard Piping, Valves, and Appurtenances Precast Traffic-Rated Concrete Valve Vault with Access Hatch (5.5' x 7' x 4.5' deep) Precast Traffic-Rated Box with Lid (30" x 48") Erosion Control and Site Restoration Wet Well Lid and Access Hatch System Concrete Slab for Electrical Enclosure Electrical and Controls Systems Flow Meter, Transmitter, Box, and Associated Controls Integration Line Interior of Wet Well

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RETURN SECTION
Visit www.dbegoodfaith.com/respond to reply with the Solicitation ID below. 1430380-47004
-- OR --

INVITATION TO BID

FROM: Mercer-Fraser Company
P.O. Box 1006
Eureka, CA, 95502
Tel: (707) 443-6371
Fax: (707) 443-0277
ccoppini@mercerfraser.com
CONTACT NAME: Cassie Coppini

TO: ROLL' N ROCK CONSTRUCTION INC
Tel: (530) 925-1408
Fax: (530) 926-0450

Mercer-Fraser Company is Seeking Qualified DBEs, MBEs, WBEs, SBEs

BID DUE DATE: 2020-03-04 at 3:30

BID No.: --

PROJECT NAME: Hiller Lift Station Upgrades

AGENCY NAME: McKinleyville CSD

PROJECT LOCATION: McKinleyville, Humboldt, CA

The work for this project generally includes, but is not limited to, furnishing all labor, materials, equipment, and supervision required for the following: removing equipment from the existing lift station and demolishing the existing lift station; installing new submersible pumps in the existing wet well and integrating these new pumps into the District's existing collection system, digital controls, and electrical system; installing new electrical and control conduits and panels; installing new pipes, valves and other appurtenances; connecting to the existing sewer force main; and other associated site improvements as outlined in the Contract Documents. Demolition and Site Preparation Wet Well Pumps, Piping, and Hardware Yard Piping, Valves, and Appurtenances Precast Traffic-Rated Concrete Valve Vault with Access Hatch (5.5' x 7' x 4.5' deep) Precast Traffic-Rated Box with Lid (30" x 48") Erosion Control and Site Restoration Wet Well Lid and Access Hatch System Concrete Slab for Electrical Enclosure Electrical and Controls Systems Flow Meter, Transmitter, Box, and Associated Controls Integration Line Interior of Wet Well

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RETURN SECTION

Visit www.dbegoodfaith.com/respond to reply with the Solicitation ID below.
1430220-47004

-- OR --

INVITATION TO BID

FROM: Mercer-Fraser Company
P.O. Box 1006
Eureka, CA, 95502
Tel: (707) 443-6371
Fax: (707) 443-0277
ccoppini@mercerfraser.com
CONTACT NAME: Cassie Coppini

TO: RUPERT CONSTRUCTION SUPPLY, LP
Tel: (925) 229-5577
Fax: (916) 673-9737

Mercer-Fraser Company is Seeking Qualified DBEs, MBEs, WBEs, SBEs

BID DUE DATE: 2020-03-04 at 3:30

BID No.: --

PROJECT NAME: Hiller Lift Station Upgrades

AGENCY NAME: McKinleyville CSD

PROJECT LOCATION: McKinleyville, Humboldt, CA

The work for this project generally includes, but is not limited to, furnishing all labor, materials, equipment, and supervision required for the following: removing equipment from the existing lift station and demolishing the existing lift station; installing new submersible pumps in the existing wet well and integrating these new pumps into the District's existing collection system, digital controls, and electrical system; installing new electrical and control conduits and panels; installing new pipes, valves and other appurtenances; connecting to the existing sewer force main; and other associated site improvements as outlined in the Contract Documents. Demolition and Site Preparation Wet Well Pumps, Piping, and Hardware Yard Piping, Valves, and Appurtenances Precast Traffic-Rated Concrete Valve Vault with Access Hatch (5.5' x 7' x 4.5' deep) Precast Traffic-Rated Box with Lid (30" x 48") Erosion Control and Site Restoration Wet Well Lid and Access Hatch System Concrete Slab for Electrical Enclosure Electrical and Controls Systems Flow Meter, Transmitter, Box, and Associated Controls Integration Line Interior of Wet Well

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RETURN SECTION
Visit www.dbegoodfaith.com/respond to reply with the Solicitation ID below. 1430221-47004
-- OR --

INVITATION TO BID

FROM: Mercer-Fraser Company
P.O. Box 1006
Eureka, CA, 95502
Tel: (707) 443-6371
Fax: (707) 443-0277
ccoppini@mercerfraser.com
CONTACT NAME: Cassie Coppini

TO: S.T. RHOADES CONSTRUCTION, INC.
Tel: (530) 223-9322
Fax: (530) 223-9222

Mercer-Fraser Company is Seeking Qualified DBEs, MBEs, WBEs, SBEs

BID DUE DATE: 2020-03-04 at 3:30

BID No.: --

PROJECT NAME: Hiller Lift Station Upgrades

AGENCY NAME: McKinleyville CSD

PROJECT LOCATION: McKinleyville, Humboldt, CA

The work for this project generally includes, but is not limited to, furnishing all labor, materials, equipment, and supervision required for the following: removing equipment from the existing lift station and demolishing the existing lift station; installing new submersible pumps in the existing wet well and integrating these new pumps into the District's existing collection system, digital controls, and electrical system; installing new electrical and control conduits and panels; installing new pipes, valves and other appurtenances; connecting to the existing sewer force main; and other associated site improvements as outlined in the Contract Documents. Demolition and Site Preparation Wet Well Pumps, Piping, and Hardware Yard Piping, Valves, and Appurtenances Precast Traffic-Rated Concrete Valve Vault with Access Hatch (5.5' x 7' x 4.5' deep) Precast Traffic-Rated Box with Lid (30" x 48") Erosion Control and Site Restoration Wet Well Lid and Access Hatch System Concrete Slab for Electrical Enclosure Electrical and Controls Systems Flow Meter, Transmitter, Box, and Associated Controls Integration Line Interior of Wet Well

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RETURN SECTION

Visit www.dbegoodfaith.com/respond to reply with the Solicitation ID below.
1430222-47004

-- OR --

INVITATION TO BID

FROM: Mercer-Fraser Company
P.O. Box 1006
Eureka, CA, 95502
Tel: (707) 443-6371
Fax: (707) 443-0277
ccoppini@mercerfraser.com
CONTACT NAME: Cassie Coppini

TO: SEQUOIA SPECIALITIES INC
Tel: (707) 442-3596
Fax: (707) 442-0304

Mercer-Fraser Company is Seeking Qualified DBEs, MBEs, WBEs, SBEs

BID DUE DATE: 2020-03-04 at 3:30

BID No.: --

PROJECT NAME: Hiller Lift Station Upgrades

AGENCY NAME: McKinleyville CSD

PROJECT LOCATION: McKinleyville, Humboldt, CA

The work for this project generally includes, but is not limited to, furnishing all labor, materials, equipment, and supervision required for the following: removing equipment from the existing lift station and demolishing the existing lift station; installing new submersible pumps in the existing wet well and integrating these new pumps into the District's existing collection system, digital controls, and electrical system; installing new electrical and control conduits and panels; installing new pipes, valves and other appurtenances; connecting to the existing sewer force main; and other associated site improvements as outlined in the Contract Documents. Demolition and Site Preparation Wet Well Pumps, Piping, and Hardware Yard Piping, Valves, and Appurtenances Precast Traffic-Rated Concrete Valve Vault with Access Hatch (5.5' x 7' x 4.5' deep) Precast Traffic-Rated Box with Lid (30" x 48") Erosion Control and Site Restoration Wet Well Lid and Access Hatch System Concrete Slab for Electrical Enclosure Electrical and Controls Systems Flow Meter, Transmitter, Box, and Associated Controls Integration Line Interior of Wet Well

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RETURN SECTION

Visit www.dbegoodfaith.com/respond to reply with the Solicitation ID below.
1430387-47004

-- OR --

INVITATION TO BID

FROM: Mercer-Fraser Company
P.O. Box 1006
Eureka, CA, 95502
Tel: (707) 443-6371
Fax: (707) 443-0277
ccoppini@mercerfraser.com
CONTACT NAME: Cassie Coppini

TO: SONNY K MOORE
Tel: (530) 529-0267
Fax: (530) 529-0023

Mercer-Fraser Company is Seeking Qualified DBEs, MBEs, WBEs, SBEs

BID DUE DATE: 2020-03-04 at 3:30

BID No.: --

PROJECT NAME: Hiller Lift Station Upgrades

AGENCY NAME: McKinleyville CSD

PROJECT LOCATION: McKinleyville, Humboldt, CA

The work for this project generally includes, but is not limited to, furnishing all labor, materials, equipment, and supervision required for the following: removing equipment from the existing lift station and demolishing the existing lift station; installing new submersible pumps in the existing wet well and integrating these new pumps into the District's existing collection system, digital controls, and electrical system; installing new electrical and control conduits and panels; installing new pipes, valves and other appurtenances; connecting to the existing sewer force main; and other associated site improvements as outlined in the Contract Documents. Demolition and Site Preparation Wet Well Pumps, Piping, and Hardware Yard Piping, Valves, and Appurtenances Precast Traffic-Rated Concrete Valve Vault with Access Hatch (5.5' x 7' x 4.5' deep) Precast Traffic-Rated Box with Lid (30" x 48") Erosion Control and Site Restoration Wet Well Lid and Access Hatch System Concrete Slab for Electrical Enclosure Electrical and Controls Systems Flow Meter, Transmitter, Box, and Associated Controls Integration Line Interior of Wet Well

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RETURN SECTION

Visit www.dbegoodfaith.com/respond to reply with the Solicitation ID below.
1430396-47004

-- OR --

INVITATION TO BID

FROM: Mercer-Fraser Company
P.O. Box 1006
Eureka, CA, 95502
Tel: (707) 443-6371
Fax: (707) 443-0277
ccoppini@mercerfraser.com
CONTACT NAME: Cassie Coppini

TO: SPENCER ELECTRIC
Tel: (707) 496-2996
Fax: (707) 442-1946

Mercer-Fraser Company is Seeking Qualified DBEs, MBEs, WBEs, SBEs

BID DUE DATE: 2020-03-04 at 3:30

BID No.: --

PROJECT NAME: Hiller Lift Station Upgrades

AGENCY NAME: McKinleyville CSD

PROJECT LOCATION: McKinleyville, Humboldt, CA

The work for this project generally includes, but is not limited to, furnishing all labor, materials, equipment, and supervision required for the following: removing equipment from the existing lift station and demolishing the existing lift station; installing new submersible pumps in the existing wet well and integrating these new pumps into the District's existing collection system, digital controls, and electrical system; installing new electrical and control conduits and panels; installing new pipes, valves and other appurtenances; connecting to the existing sewer force main; and other associated site improvements as outlined in the Contract Documents. Demolition and Site Preparation Wet Well Pumps, Piping, and Hardware Yard Piping, Valves, and Appurtenances Precast Traffic-Rated Concrete Valve Vault with Access Hatch (5.5' x 7' x 4.5' deep) Precast Traffic-Rated Box with Lid (30" x 48") Erosion Control and Site Restoration Wet Well Lid and Access Hatch System Concrete Slab for Electrical Enclosure Electrical and Controls Systems Flow Meter, Transmitter, Box, and Associated Controls Integration Line Interior of Wet Well

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RETURN SECTION

Visit www.dbegoodfaith.com/respond to reply with the Solicitation ID below.
1430397-47004

-- OR --

INVITATION TO BID

FROM: Mercer-Fraser Company
P.O. Box 1006
Eureka, CA, 95502
Tel: (707) 443-6371
Fax: (707) 443-0277
ccoppini@mercerfraser.com
CONTACT NAME: Cassie Coppini

TO: STEELHEAD CONSTRUCTORS INC
Tel: (530) 226-6400
Fax: (530) 226-6401

Mercer-Fraser Company is Seeking Qualified DBEs, MBEs, WBEs, SBEs

BID DUE DATE: 2020-03-04 at 3:30

BID No.: --

PROJECT NAME: Hiller Lift Station Upgrades

AGENCY NAME: McKinleyville CSD

PROJECT LOCATION: McKinleyville, Humboldt, CA

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RETURN SECTION
Visit www.dbegoodfaith.com/respond to reply with the Solicitation ID below. 1430400-47004
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INVITATION TO BID

FROM: Mercer-Fraser Company
P.O. Box 1006
Eureka, CA, 95502
Tel: (707) 443-6371
Fax: (707) 443-0277
ccoppini@mercerfraser.com
CONTACT NAME: Cassie Coppini

TO: SUPERIOR PUMP & DRILLING INC
Tel: (707) 964-9511
Fax: (707) 964-9541

Mercer-Fraser Company is Seeking Qualified DBEs, MBEs, WBEs, SBEs

BID DUE DATE: 2020-03-04 at 3:30

BID No.: --

PROJECT NAME: Hiller Lift Station Upgrades

AGENCY NAME: McKinleyville CSD

PROJECT LOCATION: McKinleyville, Humboldt, CA

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Visit www.dbegoodfaith.com/respond to reply with the Solicitation ID below.
1430404-47004

-- OR --

INVITATION TO BID

FROM: Mercer-Fraser Company
P.O. Box 1006
Eureka, CA, 95502
Tel: (707) 443-6371
Fax: (707) 443-0277
ccoppini@mercerfraser.com
CONTACT NAME: Cassie Coppini

TO: TRG EQUIPMENT SERVICES
Tel: (530) 347-5866
Fax: (530) 347-2428

Mercer-Fraser Company is Seeking Qualified DBEs, MBEs, WBEs, SBEs

BID DUE DATE: 2020-03-04 at 3:30

BID No.: --

PROJECT NAME: Hiller Lift Station Upgrades

AGENCY NAME: McKinleyville CSD

PROJECT LOCATION: McKinleyville, Humboldt, CA

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RETURN SECTION
Visit www.dbegoodfaith.com/respond to reply with the Solicitation ID below. 1430410-47004
-- OR --

INVITATION TO BID

FROM: Mercer-Fraser Company
P.O. Box 1006
Eureka, CA, 95502
Tel: (707) 443-6371
Fax: (707) 443-0277
ccoppini@mercerfraser.com
CONTACT NAME: Cassie Coppini

TO: WATER COMPONENTS & BUILDING
SUPPLY, INC
Tel: (415) 524-8290
Fax: (415) 451-0127

Mercer-Fraser Company is Seeking Qualified DBEs, MBEs, WBEs, SBEs

BID DUE DATE: 2020-03-04 at 3:30

BID No.: --

PROJECT NAME: Hiller Lift Station Upgrades

AGENCY NAME: McKinleyville CSD

PROJECT LOCATION: McKinleyville, Humboldt, CA

The work for this project generally includes, but is not limited to, furnishing all labor, materials, equipment, and supervision required for the following: removing equipment from the existing lift station and demolishing the existing lift station; installing new submersible pumps in the existing wet well and integrating these new pumps into the District's existing collection system, digital controls, and electrical system; installing new electrical and control conduits and panels; installing new pipes, valves and other appurtenances; connecting to the existing sewer force main; and other associated site improvements as outlined in the Contract Documents. Demolition and Site Preparation Wet Well Pumps, Piping, and Hardware Yard Piping, Valves, and Appurtenances Precast Traffic-Rated Concrete Valve Vault with Access Hatch (5.5' x 7' x 4.5' deep) Precast Traffic-Rated Box with Lid (30" x 48") Erosion Control and Site Restoration Wet Well Lid and Access Hatch System Concrete Slab for Electrical Enclosure Electrical and Controls Systems Flow Meter, Transmitter, Box, and Associated Controls Integration Line Interior of Wet Well

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RETURN SECTION
Visit www.dbegoodfaith.com/respond to reply with the Solicitation ID below. 1430235-47004
-- OR --

INVITATION TO BID

FROM: Mercer-Fraser Company
P.O. Box 1006
Eureka, CA, 95502
Tel: (707) 443-6371
Fax: (707) 443-0277
ccoppini@mercerfraser.com
CONTACT NAME: Cassie Coppini

TO: WENDT CONSTRUCTION CO INC
Tel: (707) 725-5641
Fax: (707) 725-5306

Mercer-Fraser Company is Seeking Qualified DBEs, MBEs, WBEs, SBEs

BID DUE DATE: 2020-03-04 at 3:30

BID No.: --

PROJECT NAME: Hiller Lift Station Upgrades

AGENCY NAME: McKinleyville CSD

PROJECT LOCATION: McKinleyville, Humboldt, CA

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RETURN SECTION

Visit www.dbegoodfaith.com/respond to reply with the Solicitation ID below.
1430417-47004

-- OR --

INVITATION TO BID

FROM: Mercer-Fraser Company
P.O. Box 1006
Eureka, CA, 95502
Tel: (707) 443-6371
Fax: (707) 443-0277
ccoppini@mercerfraser.com
CONTACT NAME: Cassie Coppini

TO: WOODWARD DRILLING CO, INC
Tel: (707) 374-4300
Fax: (707) 374-5677

Mercer-Fraser Company is Seeking Qualified DBEs, MBEs, WBEs, SBEs

BID DUE DATE: 2020-03-04 at 3:30

BID No.: --

PROJECT NAME: Hiller Lift Station Upgrades

AGENCY NAME: McKinleyville CSD

PROJECT LOCATION: McKinleyville, Humboldt, CA

The work for this project generally includes, but is not limited to, furnishing all labor, materials, equipment, and supervision required for the following: removing equipment from the existing lift station and demolishing the existing lift station; installing new submersible pumps in the existing wet well and integrating these new pumps into the District's existing collection system, digital controls, and electrical system; installing new electrical and control conduits and panels; installing new pipes, valves and other appurtenances; connecting to the existing sewer force main; and other associated site improvements as outlined in the Contract Documents. Demolition and Site Preparation Wet Well Pumps, Piping, and Hardware Yard Piping, Valves, and Appurtenances Precast Traffic-Rated Concrete Valve Vault with Access Hatch (5.5' x 7' x 4.5' deep) Precast Traffic-Rated Box with Lid (30" x 48") Erosion Control and Site Restoration Wet Well Lid and Access Hatch System Concrete Slab for Electrical Enclosure Electrical and Controls Systems Flow Meter, Transmitter, Box, and Associated Controls Integration Line Interior of Wet Well

Mercer-Fraser Company is an Equal Opportunity Employer. Mercer-Fraser Company is signatory with the Operating Engineers, Laborers, Carpenters and Teamsters Unions. Plans and specifications for this project are available to review upon request, or on the Caltrans Website. Mercer-Fraser Company will negotiate in Good Faith with all prospective subcontractors and suppliers for this project. Assistance may be provided for obtain bonding, lines of credit, insurance, necessary equipment, supplies, materials and to break-up items to economically feasible packages for subcontractors and material suppliers. Scope letters (including subcontractor conditions or exceptions) should be received 24 hours prior to bid time to allow for proper evaluation and review. 100% performance and payment bonds may be required for the full amount of subcontract price by an admitted surety and subject to approval by Mercer-Fraser Company. Mercer-Fraser Company will pay for bond premium up to 1.5%. Subcontractors must possess a current applicable Contractors license, DIR, insurance and workers compensation coverage meeting Mercer-Fraser Company and Caltrans minimum requirements during the entire length on the contract, and will be required to sign the standard Mercer-Fraser Company Subcontract Agreement and provide a waiver of subrogation. A copy of the insurance requirements and subcontract agreement can be obtained by contacting our office.

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Latest News & Events

Governor's office in Massachusetts announces MWBE participation measures
Published on 03/04/2020

State of Pennsylvania achieves highest-yet rate of small diverse procurement
Published on 02/21/2020

First Call

Estimator - No, not submitting a quote for this project.
02/27/2020 @ 10:35 am

Second Call

2nd call not included with order

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AXNER EXCAVATING, INC.

Not Bidding

REDDING, CA

Tel. (530) 222-0539
Fax (530) 222-8910
juliet@axnerexcavating.com

SBE

Delivered
02/26/2020 @ 08:42 am

Successful
02/26/2020 @ 08:46 am

First Call

Debbie - No, not submitting a quote for this project.
02/27/2020 @ 10:37 am

Second Call

2nd call not included with order

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B Sharp Electrical Contractors Inc.

Not Bidding

WEAVERVILLE, CA

Tel. (530) 623-3230

BEACOM CONSTRUCTION CO

Unsure

FORTUNA, CA

Tel. (707) 725-3323
Fax (707) 725-5428
David@beacomconstruction.com

SBE

Opened
02/26/2020 @ 08:42 am

Successful
02/26/2020 @ 08:46 am

First Call

Chris - They are still deciding whether they are interested in this project.
02/27/2020 @ 10:44 am

Second Call

2nd call not included with order

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BOUTHILLIER CONSTRUCTION, INC

Unsure

WILLITS, CA

Tel. (707) 459-4041
Fax (707) 459-8775
wecandigit@onemain.com

DBE - F. Owned

Delivered
02/26/2020 @ 08:42 am

Successful
02/26/2020 @ 08:45 am

Tel. (707) 822-7687
Fax (707) 822-5813
ckjohnsonind@gmail.com

SBE

Opened
02/26/2020 @ 08:42 am

Successful
02/26/2020 @ 08:47 am

First Call

Estimator - Yes, they intend to submit a quote. They will send it over before the bid due date.
02/27/2020 @ 11:19 am

Second Call

2nd call not included with order

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COLEMAN ENVIRONMENTAL ENGINEERING INC

Unsure

UPPER LAKE, CA

Tel. (707) 275-9016
Fax (707) 275-9025
tcoleman2009@hotmail.com

DBE - M. Owned

Delivered
02/26/2020 @ 08:42 am

Failed
02/26/2020 @ 08:48 am

First Call

Teresa - Re-sent an email to the address on record. They will take a look at it and respond if interested.

02/27/2020 @ 11:21 am

Second Call

2nd call not included with order

Delivered
02/26/2020 @ 08:42 am

Successful
02/26/2020 @ 08:45 am

First Call

Debbie - Yes, they intend to submit a quote. They will send it over before the bid due date.
02/27/2020 @ 11:25 am

Second Call

2nd call not included with order

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David A Lawrence Inc.

Unsure

SHASTA LAKE, CA

Tel. (530) 275-4800
Fax (530) 275-7970
mstewart@lwrnc.com

SBE

Delivered
02/26/2020 @ 08:42 am

Successful
02/26/2020 @ 08:45 am

First Call

Estimator - Unable to confirm whether they are interested in submitting a quote. Left a voicemail with all the project details.
02/27/2020 @ 11:27 am

Second Call

2nd call not included with order

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First Call

Estimator - No, not submitting a quote for this project. They are too busy with other work at this time.

02/27/2020 @ 11:31 am

Second Call

2nd call not included with order

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GERLINGER FOUNDRY & MACHINE WORKS INC

Unsure

REDDING, CA

Tel. (530) 243-1053

Fax (530) 246-4736

scotta@gerlinger.com

SBE

Opened

02/26/2020 @ 08:42 am

Failed

02/26/2020 @ 09:53 am

First Call

Voicemail - Unable to confirm whether they are interested in submitting a quote. Left a voicemail with all the project details.

02/27/2020 @ 11:33 am

Second Call

2nd call not included with order

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GREGORY EQUIPMENT INC

Not Bidding

REDDING, CA

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JARRETT FOUNDATIONS, INC

Not Bidding

MCCLELLAN, CA

Tel. (916) 371-8760
Fax (916) 371-8765
julie@jarrettfoundations.com

DBE - F. Owned

Opened
02/26/2020 @ 08:42 am

Successful
02/26/2020 @ 08:46 am

First Call

Elita - No, not submitting a quote for this project.
02/27/2020 @ 11:37 am

Second Call

2nd call not included with order

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JCC INC

Unsure

Concord, CA

Tel. (925) 370-6067
Fax (925) 370-6068
nanderton@jccincorporated.com

SBE

Delivered
02/26/2020 @ 08:42 am

Tel. (707) 984-8858
Fax (707) 984-8858
jwmorrisoninc@hughes.net

SBE

Delivered
02/26/2020 @ 08:42 am

Failed
02/26/2020 @ 09:56 am

First Call

Unable to connect - Unable to confirm whether they are interested in submitting a quote. The call would not connect.
02/27/2020 @ 11:44 am

Second Call

2nd call not included with order

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K & G CONCRETE INC

Unsure

ROSEVILLE, CA

Tel. (916) 774-0287
Fax (866) 878-2769
keaven@kandgconcrete.com

DBE - M. Owned

Delivered
02/26/2020 @ 08:42 am

Successful
02/26/2020 @ 08:47 am

First Call

Grace Voicemail - Unable to confirm whether they are interested in submitting a quote. Left a voicemail with all the project details.
02/27/2020 @ 11:45 am

Second Call

2nd call not included with order

First Call

Sandra - No, not submitting a quote for this project.
02/27/2020 @ 11:48 am

Second Call

2nd call not included with order

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KIONA LANDSCAPING

Unsure

EUREKA, CA

Tel. (707) 616-4340
egruetzmacherjr@gmail.com

DBE - M. Owned

Delivered
02/26/2020 @ 08:42 am

No Fax #

First Call

Voicemail - Unable to confirm whether they are interested in submitting a quote. Left a voicemail with all the project details.
02/27/2020 @ 11:50 am

Second Call

2nd call not included with order

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LUCCHESI BUILDERS DBA PACIFIC BUILDERS INC.

Unsure

ARCATA, CA

Tel. (707) 822-7720
Fax (707) 822-7369

MC CULLOUGH CONSTRUCTION INC

Not Bidding

ARCATA, CA

Tel. (707) 825-1014
Fax (707) 825-1769
denamccullough@mcculloughconstructioninc.com

DBE - M. Owned

Delivered
02/26/2020 @ 08:42 am

Successful
02/26/2020 @ 08:46 am

First Call

Tammy - No, not submitting a quote for this project.
02/27/2020 @ 12:09 pm

Second Call

2nd call not included with order

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MCKEEVER ENERGY & ELECTRIC INC

Unsure

ARCATA, CA

Tel. (707) 822-0100
Fax (707) 633-4214
nate@mckeeverenergy.com

SBE

Opened
02/26/2020 @ 08:42 am

Failed
02/26/2020 @ 09:51 am

Tel. (530) 356-7791
mountainsideconstruction@gmail.com

SBE

Opened
02/26/2020 @ 08:42 am

No Fax #

First Call

Estimator - Re-sent an email to the address on record. They will take a look at it and respond if interested.

02/27/2020 @ 01:28 pm

Second Call

2nd call not included with order

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NITTA EROSION CONTROL

Unsure

LOOMIS, CA

Tel. (916) 652-7459
Fax (916) 652-4376
nittaec@gmail.com

DBE - F. Owned

Opened
02/26/2020 @ 08:42 am

Successful
02/26/2020 @ 08:45 am

First Call

Valery - They are still deciding whether they are interested in this project.

02/27/2020 @ 01:28 pm

Second Call

2nd call not included with order

No Fax #

First Call

Voicemail - Unable to confirm whether they are interested in submitting a quote. Left a voicemail with all the project details.
02/27/2020 @ 01:31 pm

Second Call

2nd call not included with order

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PACKWAY MATERIALS INC

Not Bidding

CASSEL, CA

Tel. (530) 335-4197
pmijm@citlink.net

SBE

Delivered
02/26/2020 @ 08:42 am

No Fax #

First Call

Estimator - No, not submitting a quote for this project.
02/27/2020 @ 01:33 pm

Second Call

2nd call not included with order

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PATRICK QUEEN CONSTRUCTION

Unsure

PETROLIA, CA

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PIERSON COMPANY

Unsure

EUREKA, CA

Tel. (707) 268-1800
Fax (707) 268-1801
greg.p@piersoncompany.com

SBE

Opened
02/26/2020 @ 08:42 am

Successful
02/26/2020 @ 08:46 am

First Call

Jennifer - Re-sent an email to email ap@piersoncompany.com. They will take a look at it and respond if interested.
02/27/2020 @ 01:41 pm

Second Call

2nd call not included with order

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PROSEED LANDSCAPE AND EROSION CONTROL

Unsure

PHILO, CA

Tel. (707) 895-2100
Fax (707) 895-2200
don@proseedcontractors.com

SBE

Delivered
02/26/2020 @ 08:42 am

Tel. (707) 583-6345
redwoodemp@comcast.net

SBE

Delivered
02/26/2020 @ 08:42 am

No Fax #

First Call

Voicemail - Unable to confirm whether they are interested in submitting a quote. Left a voicemail with all the project details.
02/27/2020 @ 01:47 pm

Second Call

2nd call not included with order

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ROBERT COLBURN ELECTRIC INC

Will Bid

EUREKA, CA

Tel. (707) 445-8474
Fax (707) 445-8475
office@colburn-electric.com

SBE

Opened
02/26/2020 @ 08:42 am

Successful
02/26/2020 @ 08:45 am

First Call

Kit - Yes, they intend to submit a quote. They will send it over before the bid due date.
02/27/2020 @ 01:49 pm

Second Call

2nd call not included with order

Delivered
02/26/2020 @ 08:42 am

Successful
02/26/2020 @ 08:46 am

First Call

Karen - They are still deciding whether they are interested in this project.
02/27/2020 @ 01:52 pm

Second Call

2nd call not included with order

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S.T. RHOADES CONSTRUCTION, INC.

Will Bid

REDDING, CA

Tel. (530) 223-9322
Fax (530) 223-9222
steve@strhoadesinc.com

DBE - M. Owned

Opened
02/26/2020 @ 08:42 am

Successful
02/26/2020 @ 08:46 am

First Call

Brian - Yes, they intend to submit a quote. They will send it over before the bid due date.
02/27/2020 @ 02:09 pm

Second Call

2nd call not included with order

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First Call

Voicemail - Unable to confirm whether they are interested in submitting a quote. Left a voicemail with all the project details.
02/27/2020 @ 02:12 pm

Second Call

2nd call not included with order

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SILVERLINE PACIFIC

Unsure

REDDING, CA

Tel. (530) 227-8086
EMB8454@LIVE.COM

SBE

Delivered
02/26/2020 @ 08:42 am

No Fax #

First Call

Voicemail - Unable to confirm whether they are interested in submitting a quote. Left a voicemail with all the project details.
02/27/2020 @ 02:26 pm

Second Call

2nd call not included with order

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SONNY K MOORE

Unsure

COTTONWOOD, CA

Tel. (530) 529-0267
Fax (530) 529-0023
mooreexcavating@att.net

STEELHEAD CONSTRUCTORS INC

Unsure

PALO CEDRO, CA

Tel. (530) 226-6400
Fax (530) 226-6401
kirsten@steelheadconstructors.com

SBE

Delivered
02/26/2020 @ 08:42 am

Successful
02/26/2020 @ 08:48 am

First Call

Kelly - Re-sent an email to email kelly@steelheadconstructors.com. They will take a look at it and respond if interested.
02/27/2020 @ 02:34 pm

Second Call

2nd call not included with order

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SUPERIOR PUMP & DRILLING INC

Unsure

FORT BRAGG, CA

Tel. (707) 964-9511
Fax (707) 964-9541
justinsuperiorpump@yahoo.com

SBE

Opened
02/26/2020 @ 08:42 am

Failed
02/26/2020 @ 09:51 am

charral445@yahoo.com

SBE

Opened
02/26/2020 @ 08:42 am

No Fax #

First Call

Voicemail - Unable to confirm whether they are interested in submitting a quote. Left a voicemail with all the project details.
02/27/2020 @ 02:39 pm

Second Call

2nd call not included with order

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WATER COMPONENTS & BUILDING SUPPLY, INC

Unsure

SAN RAFAEL, CA

Tel. (415) 524-8290
Fax (415) 451-0127
jane@watercomponents.com

DBE - F. Owned

Delivered
02/26/2020 @ 08:42 am

Successful
02/26/2020 @ 08:46 am

First Call

Voicemail - Unable to confirm whether they are interested in submitting a quote. Left a voicemail with all the project details.
02/27/2020 @ 02:41 pm

Second Call

2nd call not included with order

No Fax #

First Call

Voicemail - Unable to confirm whether they are interested in submitting a quote. Left a voicemail with all the project details.
02/27/2020 @ 02:45 pm

Second Call

2nd call not included with order

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WHITSON, INC.

Unsure

Willow Creek, CA

Tel. (530) 629-2324
arnett@whitsoninc.com

SBE

Opened
02/26/2020 @ 08:42 am

No Fax #

First Call

Brenda - Provided all the project details to the receptionist and they will get in touch if interested.
02/27/2020 @ 02:47 pm

Second Call

2nd call not included with order

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WILLOW HAWK INC

Not Bidding

SALYER, CA

Tel. (530) 739-3828

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View Outreach

Hiller Lift Station Upgrades

McKinleyville CSD • --

Gold Lite

Order ID
47004

Submitted On
02/25/2020

Bidding On
03/04/2020

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DBE - M. Owned

SBE

Response Types

Yes, Bidding

Not Bidding

Unsure

Work Types

C0670 PIPE SUPPLIER

C08 Concrete Contractor

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Mercer-Fraser Company
P.O. Box 1006
Eureka, CA 95502
Tel: (707) 443-6371
Fax: (707) 443-0277

Re-Sent Solicitation Log

Project Name: Hiller Lift Station Upgrades

Contract/Bid #: --

Awarding Agency: McKinleyville CSD

Log Details

- This log contains the delivery statuses for the emails and fax notices that were re-sent during the telephone solicitations that were performed for this order.
- All emails and faxes were sent and tracked through DBEGoodFaith.com's automated solicitation and logging system.
- The solicitation system makes up to 5 attempts to successfully delivery a fax as long as a human does not answer the call. If a human answers the call, only 1 attempt is made.
- The solicitation system attempts to successfully deliver emails until the response from the recipient's email server requests that no other attempts be made.

Company	Fax Send Date & Delivery Status	Email Send Date & Delivery Status
COLEMAN ENVIRONMENTAL ENGINEERING INC Fax: 7072759025 tcoleman2009@hotmail.com	n/a	02/27/2020 11:20 am PST Delivered
MOUNTAINSIDE CONSTRUCTION Fax: None Listed mountainsideconstruction@gmail.com	n/a	02/27/2020 01:27 pm PST Delivered
PIERSON COMPANY Fax: 7072681801 ap@piersoncompany.com	n/a	02/27/2020 01:41 pm PST Delivered
STEELHEAD CONSTRUCTORS INC Fax: 5302266401 kelly@steelheadconstructors.com	n/a	02/27/2020 02:34 pm PST Delivered

Cassie Coppini

From: Office <office@colburn-electric.com>
Sent: Wednesday, February 26, 2020 12:57 PM
To: Cassie Coppini
Cc: office@colburn-electric.com
Subject: RE: Invitation to Bid - Hiller Lift Station Upgrades

Hello,

We will be bidding this project.

Thank you.

Sincerely,

Joyce Johnson

BUSINESS OPERATIONS MANAGER

ROBERT COLBURN ELECTRIC, INC.

PHONE (707) 445-8474

FAX (707) 445-8475

LICENSE #750471

DIR Registration Number 1000000666

"An Equal Opportunity Employer"

From: noreply=dbegoodfaith.com@aryarejaee.com <noreply=dbegoodfaith.com@aryarejaee.com> **On Behalf Of**
Mercer-Fraser Company
Sent: Wednesday, February 26, 2020 8:42 AM
To: office@colburn-electric.com
Subject: Invitation to Bid - Hiller Lift Station Upgrades

Please respond to ccoppini@mercerfraser.com if interested.

Mercer-Fraser Company is seeking qualified DBEs, MBEs, WBEs, SBEs, for the Hiller Lift Station Upgrades contract.

Awarding Agency: McKinleyville CSD

Bid/Project #: --

Location: McKinleyville, Humboldt County, CA

Bid Date/Time: 03/04/2020 @ 3:30

Invitation Details:

The work for this project generally includes, but is not limited to, furnishing all labor, materials, equipment, and supervision required for the following: removing equipment from the existing lift station and demolishing the existing lift

station; installing new submersible pumps in the existing wet well and integrating these new pumps into the District's existing collection system, digital controls, and electrical system; installing new electrical and control conduits and panels; installing new pipes, valves and other appurtenances; connecting to the existing sewer force main; and other associated site improvements as outlined in the Contract Documents.

Demolition and Site Preparation

Wet Well Pumps, Piping, and Hardware

Yard Piping, Valves, and Appurtenances

Precast Traffic-Rated Concrete Valve Vault with Access Hatch (5.5' x 7' x 4.5' deep)

Precast Traffic-Rated Box with Lid (30" x 48")

Erosion Control and Site Restoration

Wet Well Lid and Access Hatch System

Concrete Slab for Electrical Enclosure

Electrical and Controls Systems

Flow Meter, Transmitter, Box, and Associated Controls Integration

Line Interior of Wet Well

Mercer-Fraser Company is an Equal Opportunity Employer. Mercer-Fraser Company is signatory with the Operating Engineers, Laborers, Carpenters and Teamsters Unions. Plans and specifications for this project are available to review upon request, or on the Caltrans Website. Mercer-Fraser Company will negotiate in Good Faith with all prospective subcontractors and suppliers for this project. Assistance may be provided for obtain bonding, lines of credit, insurance, necessary equipment, supplies, materials and to break-up items to economically feasible packages for subcontractors and material suppliers. Scope letters (including subcontractor conditions or exceptions) should be received 24 hours prior to bid time to allow for proper evaluation and review. 100% performance and payment bonds may be required for the full amount of subcontract price by an admitted surety and subject to approval by Mercer-Fraser Company. Mercer-Fraser Company will pay for bond premium up to 1.5%. Subcontractors must possess a current applicable Contractors license, DIR, insurance and workers compensation coverage meeting Mercer-Fraser Company and Caltrans minimum requirements during the entire length on the contract, and will be required to sign the standard Mercer-Fraser Company Subcontract Agreement and provide a waiver of subrogation. A copy of the insurance requirements and subcontract agreement can be obtained by contacting our office.

If interested, contact:

Cassie Coppini

Tel: 7074436371

Fax: 7074430277

Email: ccoppini@mercerfraser.com

INVITATION TO BID

FROM: Mercer-Fraser Company
 P.O. Box 1006
 Eureka, CA, 95502
 Tel: (707) 443-6371
 Fax: (707) 443-0277
 ccoppin@mercerfraser.com
CONTACT NAME: Cassie Coppini

TO: WENDT CONSTRUCTION CO INC
 Tel: (707) 725-5641
 Fax: (707) 725-5306

Mercer-Fraser Company is Seeking Qualified DBEs, MBEs, WBEs, SBEs

BID DUE DATE: 03/04/2020 at 3:30

BID/PROJECT #: -

PROJECT NAME: Miller Lift Station Upgrades

AGENCY NAME: McKinleyville CSD

PROJECT LOCATION: McKinleyville, Humboldt, CA

The work for this project generally includes, but is not limited to, furnishing all labor, materials, equipment, and supervision required for the following: removing equipment from the existing lift station and demolishing the existing lift station; installing new submersible pumps in the existing wet well and integrating these new pumps into the District's existing collection system, digital controls, and electrical system; installing new electrical and control conduits and panels; installing new pipes, valves and other appurtenances; connecting to the existing sewer force main; and other associated site improvements as outlined in the Contract Documents. Demolition and Site Preparation Wet Well Pumps, Piping, and Hardware Yard Piping, Valves, and Appurtenances Precast Traffic-Rated Concrete Valve Vault with Access Hatch (5.5' x 7' x 4.5' deep) Precast Traffic-Rated Box with Lid (30" x 48") Erosion Control and Site Restoration Wet Well Lid and Access Hatch System Concrete Slab for Electrical Enclosure Electrical and Controls Systems Flow Meter, Transmitter, Box, and Associated Controls Integration Line Interior of Wet Well

Mercer-Fraser Company is an Equal Opportunity Employer. Mercer-Fraser Company is signatory with the Operating Engineers, Laborers, Carpenters and Teamsters Unions. Plans and specifications for this project are available to review upon request, or on the Caltrans Website. Mercer-Fraser Company will negotiate in Good Faith with all prospective subcontractors and suppliers for this project. Assistance may be provided for obtain bonding, lines of credit, insurance, necessary equipment, supplies, materials and to break-up items to economically feasible packages for subcontractors and material suppliers. Scope letters (including subcontractor conditions or exceptions) should be received 24 hours prior to bid time to allow for proper evaluation and review. 100% performance and payment bonds may be required for the full amount of subcontract price by an admitted surety and subject to approval by Mercer-Fraser Company. Mercer-Fraser Company will pay for bond premium up to 1.5%. Subcontractors must possess a current applicable Contractors license, DIR, insurance and workers compensation coverage meeting Mercer-Fraser Company and Caltrans minimum requirements during the entire length on the contract, and will be required to sign the standard Mercer-Fraser Company Subcontract Agreement and provide a waiver of subrogation. A copy of the insurance requirements and subcontract agreement can be obtained by contacting our office.

RETURN SECTION	
<p>Visit www.dbegoodfaith.com/respond to reply with the Solicitation ID below. 1430417-47004</p>	
<p>-- OR --</p>	
<p>Fax back this invitation with your response to: (707) 443-0277</p> <p> <input type="checkbox"/> Yes, we will send a fax quote by the bid date. <input checked="" type="checkbox"/> No, we are not interested. <input type="checkbox"/> Interested, but we would like more information. Please contact us at _____ </p> <p style="text-align: right; margin-right: 50px;"><i>Thanks for The invite</i></p>	

**McKinleyville Community Services District
Hiller Lift Station Upgrades Project**

BIDDERS' CHECKLIST

This checklist has been prepared and furnished to aid bidders in including all necessary supporting information with their bid. Bidders' submittals should include, but are not limited to the following:

<u>ITEM</u>	<u>PAGE</u>	<u>CHECKED</u>
1. Bid Proposal	1-9 through 1-11	<u>RS</u>
2. List of Subcontractors (Subcontractor Details)	1-13	<u>RS</u>
3. Bid Bond	1-14 through 1-15	<u>RS</u>
4. Authority to Sign Bid Proposal (if applicable)	(Attached to Bid Bond)	<u>RS</u>
5. Power of Attorney	(Attached to Bid Bond)	<u>RS</u>
6. Non-Collusion Affidavit	1-16	<u>RS</u>
7. Workers Compensation Certification	1-17	<u>RS</u>
8. Anti-Lobbying Certification	1-18	<u>RS</u>
9. American Iron and Steel Requirement Certification	1-19	<u>RS</u>
10. Davis Bacon Prevailing Wage Determination	1-20 through 1-28	<u>RS</u>
11. Contract Provision Relative to Utilization of DBE Documentation	1-29 through 1-32	<u>RS</u>
12. SWRCB Forms 4500-3 and 4500-4	(Attached to Bid)	<u>RS</u>

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BID PROPOSAL

Proposal of Muse Concrete Contractors, Inc.
(hereinafter called "Bidder"), organized and existing under the laws of the State of California,

doing business as a Corporation *.

To the McKinleyville Community Services District, (hereinafter called "Owner").

In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all Work for the Hiller Lift Station Upgrades Project in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

In the event of a difference between a price quoted in words and a price quoted in figures for the same quotation, the words shall be the amount bid. In the event that the product of a unit price and an estimated quantity does not equal the extended amount quoted, the unit price shall govern and the corrected product of the unit price and the estimated quantity shall be deemed to be the amount bid. If the sum of two or more items in a bidding schedule does not equal the total amounts quoted, the individual items amounts shall govern and the corrected total shall be deemed to be the amount bid.

By submission of this bid, each Bidder certifies, and in the case of a joint bid, each party certifies as to its own organization, that the bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other Bidder or with any competitor.

Bidder hereby agrees to commence Work under this Contract on or before a date to be specified in the Notice to Proceed and to fully complete the project and pay the liquidated damages as provided in Articles III and IV of the General Conditions.

*Insert "a corporation," "a partnership," or "an individual" as applicable.

McKinleyville Community Services District
Hiller Lift Station Upgrades Project

Bidder agrees to perform all the Work described in the Contract Documents for the following prices. Bidder is advised to carefully review all sections of the Contract Documents in order to completely understand the Work and all constraints, including the schedule and material requirements.

The work for this project generally includes, but is not limited to, furnishing all labor, materials, equipment, and supervision required for the following: removing equipment from the existing lift station and demolishing the existing lift station; installing new submersible pumps in the existing wet well and integrating these new pumps into the District's existing collection system, digital controls, and electrical system; installing new electrical and control conduits and panels; installing new pipes, valves and other appurtenances; connecting to the existing sewer force main; and other associated site improvements as outlined in the Contract Documents.

The following tables have been provided for the Bidder's convenience to assist Bidder in quantifying the major components of the Work and shall in no way be interpreted to be comprehensive. The bid shall be comprehensive and shall include all work associated with the project, including all necessary labor, materials, equipment, supervision, sales tax, and all other applicable taxes and fees.

BASE BID SCHEDULE					
Item No.	Description	Unit	Qt.	Unit Cost	Total Cost
1.	Mobilization/Demobilization	LS	1	\$ <u>35,151</u>	\$ <u>35,151</u>
2.	Demolition and Site Preparation	LS	1	\$ <u>77,851</u>	\$ <u>77,851</u>
3.	Wet Well Pumps, Piping, and Hardware	LS	1	\$ <u>89,564</u>	\$ <u>89,564</u>
4.	Yard Piping, Valves, and Appurtenances	LS	1	\$ <u>136,251</u>	\$ <u>136,251</u>
5.	Precast Traffic-Rated Concrete Valve Vault with Access Hatch (5.5' x 7' x 4.5' deep)	LS	1	\$ <u>18,856</u>	\$ <u>18,856</u>
6.	Precast Traffic-Rated Box with Lid (30" x 48")	EA	2	\$ <u>3,989</u>	\$ <u>7,978</u>
7.	Erosion Control and Site Restoration	LS	1	\$ <u>12,311</u>	\$ <u>12,311</u>
8.	Wet Well Lid and Access Hatch System	LS	1	\$ <u>14,729</u>	\$ <u>14,729</u>
9.	Concrete Slab for Electrical Enclosure	LS	1	\$ <u>3,814</u>	\$ <u>3,814</u>
10.	Electrical and Controls Systems	LS	1	\$ <u>196,720</u>	\$ <u>196,720</u>

TOTAL OF BASE BID (\$ 593,225)

TOTAL OF BASE BID IN WORDS: Five hundred ninety three thousand two hundred twenty five dollars

The low bidder shall be determined based on the Total of Base Bid. The Owner reserves the right to award the Base Bid plus any or all Additive Bid items.

ADDITIVE BID SCHEDULE					
Item No.	Description	Unit	Qt.	Unit Cost	Total Cost
A-1.	Flow Meter, Transmitter, Box, and Associated Controls Integration	LS	1	\$ <u>55,968</u>	\$ <u>55,968</u>
A-2.	Line Interior of Wet Well	LS	1	\$ <u>43,285</u>	\$ <u>43,285</u>

Receipt of the following Addenda is acknowledged:

Addenda Hillier PLC, Addendum 01, 02, 03, Addenda Plans - 3, Memos - prebid signin

The representations made herein are made under penalty of perjury.

Respectfully submitted:



Signature

Vice President, Operations

Title

#423102

License Number

3.4.2020

Date

7.31.2020

License Expiration Date

1000011081

DIR Registration Number

(SEAL - If Bid is by Corporation)



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SUBCONTRACTOR DETAILS

The Bidder certifies that:

- A. I do not intend to subcontract any Work on this project.
- B. I do intend to subcontract portions of the Work on this project.

NOTE: The Bidder shall check box A or box B. If the Bidder does not check a box, it will be deemed that he has checked box A.

If awarded the Contract, the Bidder proposes to employ the following subcontractors who will perform Work or labor or render service to the Bidder in or about the Work in an amount in excess of one-half of one percent (0.5%) of the total amount of Bidder's proposal. If no subcontract Work is proposed, except within the one-half of one percent (0.5%) limit set forth, the Bidder shall so state.

NAME & ADDRESS OF SUBCONTRACTOR	DESCRIPTION OF WORK TO BE SUBCONTRACTED	SUBCONTRACTOR'S CALIF. LIC. NO. AND DIR NO.	
Cal Inc 2040 Peabody Rd Vacaville, Ca	Interior lining of wet well	# 657754	# 100003209
Robert Colburn Electric, Inc. P.O. Box 3667 Eureka Ca 95502	Electrical	#750471	#1000000666
Mercer-Fraser Company P.O. Box 1006 Eureka Ca 95502	Aggregate supplier	#105709	#1000009518
Ferguson waterworks 3995 Old 44 Dr. Redding Ca 96003	Waterworks/ waste water material supplier		
Cook Concrete Products, Inc. P.O. Box 720280 Redding Ca 96099	Pre-cast concrete supplier		
Ponton Industries, Inc. 22901 Savi Ranch Pkwy Yorba Linda Ca 92887	flow meter supplier		
Xylem water solutions USA, Inc. 790-A Chadbourne rd Fairfield, Ca 94535	xylem pump system supplier		

McKinleyville Community Services District
Hiller Lift Station Upgrades Project

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned,

Muse Concrete Contractors, Inc. as Principal, and

The Ohio Casualty Insurance Company, as Surety, are hereby held and firmly bound unto

McKinleyville Community Services District, as
Owner, in the penal sum of Ten Percent of Amount Bid (10%) for the payment of which, well and truly to
be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this 25th day of February, 2020.

The Condition of the above obligation is such that whereas the Principal has submitted to
McKinleyville Community Services District a certain bid, attached hereto and hereby made a part hereof to enter into
a contract in writing, for the:

Hiller Lift Station Upgrades Project

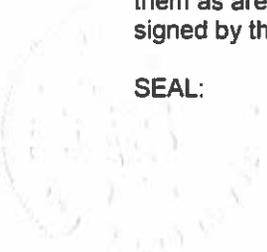
NOW, THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid), and shall furnish a bond for the faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

McKinleyville Community Services District
Hiller Lift Station Upgrades Project

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.



SEAL:

Muse Concrete Contractors, Inc.
Principal

By: [Signature]

Title: Vice President, Operations

The Ohio Casualty Insurance Company
Surety

By: [Signature]

Title
Marissa Robinson, Attorney-in-Fact

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

NOTE: Bidder shall provide current "Power of Attorney" for Attorney-in-fact who signs Bid Bond.

ACKNOWLEDGMENT

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

State of California
County of Sacramento)

On February 25, 2020 before me, Sara Walliser, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8202442-971829

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Stephanie Agapoff, Breanna Boatright, Elizabeth Colodi, Michael Feeney, Claudine Gordon, Katherine Gordon, John Hopkins, Jennifer Lakmann, Kris Lopes, Kristie Phillips, Renee Ramsey, Marissa Robinson, Sara Walliser, Phil Watkins, John J. Weber, Mindy Whitehouse, Steven L. Williams

all of the city of Chico state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 25th day of October, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 25th day of October, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25th day of February, 2020.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

ACKNOWLEDGMENT

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

State of California
County of Shasta

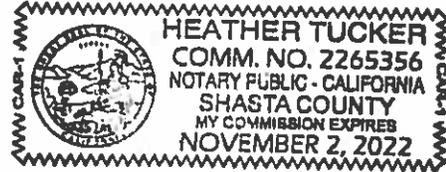
On February 26, 2020 before me, Heather Tucker, Notary
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



NONCOLLUSION AFFIDAVIT

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the Vice President, Operations of Muse Concrete Contractors, Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid and will not pay, any person or entity for such purpose.

This declaration is intended to comply with California Public Contract Code Section 7106 and Title 23 U.S.C Section 112.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 03.03.2020 [date], at Redding [city], CA [state].

si  _____

Garrett Brown - Vice President, Operations

Name and Title [print]

**CONTRACTOR'S CERTIFICATION REGARDING WORKERS'
COMPENSATION INSURANCE**

State of California

County of Shasta

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

Muse Concrete Contractors, Inc.

(Name of Contractor)

by: Garrett Brown - Vice President, Operations



(Signature of Contractor)

Date: 03.03.2020



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractor's² and the estimated dollar amount of each subcontract. A Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name Muse Concrete Contractors, Inc,		Project Name Hillier Lift Station Upgrades Project	
Bid / Proposal No. 1	Assistance Agreement ID No. (if known)	Point of Contact Nick Spiess	
Address 8599 Commercial Way Redding, Ca 96002			
Telephone No. 530.226.5151		Email Address nspiess@museconcrete.com	
Issuing/Funding Entity McKinleyville Community Services District			

I have identified potential DBE certified subcontractors. YES NO
If yes, please complete the table below. If no, please explain:

Subcontractor Name/ Company Name	Company Address / Phone / Email	Estimated Dollar Amount	Currently DBE Certified?
Zabel Enterprise LLC	4695 Cummings Rd Eureka Ca 95503 zabelenterprisellc@gmail.com 707.798.2101	\$130 / hr	Yes

--Continue on back if needed--

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Garrett Brown
Title	Date
Vice President, Operations	3.03.2020

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. A Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name Zabel Enterprise, LLC		Project Name Hillier Lift Station Upgrades Project	
Bid / Proposal No. 1	Assistance Agreement ID No. (if known)	Point of Contact Wade Zabel	
Address 4695 Cummings Rd. Eureka, Ca 95503			
Telephone No. 707.498.9494		Email Address zabelenterprisellc@gmail.com	
Prime Contractor Name Muse Concrete Contractors. Inc,		Issuing/Funding Entity McKinleyville Community Services District	

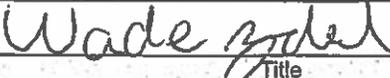
Contract Item Number	Description of Work Submitted from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
2	Trucking - import and export of construction materials	\$130.00/ hr
DBE Certified By: <input checked="" type="checkbox"/> DOT <input type="checkbox"/> SBA Other: _____		Meets/exceeds EPA certification standards? YES NO <input checked="" type="checkbox"/> Unknown

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.2015 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an award of financial assistance.

I certify under penalty of perjury that the foregoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
	Garrett Brown
Title	Date
Vice President Operations	3.3.2020

Subcontractor Signature	Print Name
	Wade Zabel
Title	Date
Owner	3.3.2020

The public reporting and record keeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Do not send the completed form to this address.

FORM 4500-3 (DBE Subcontractor Performance Form)

Revised 12/2016



P.O. Box 14912 • Oakland, CA 94614
T. (877) 802-3394 • F. (510) 751-0780

THANK YOU!

Transaction Date
01/28/2020 01:54 PM

Order No.
101993-46681

Billed to
Muse Concrete Contractors, Inc.
8599 Commercial Way
Redding, CA 96002
T. (530) 226-5151 ext. 202
F. (000) 000-0000
nspiess@museconcrete.com

Project Name
McKinleyville Community Services District Hiller Lift Station Upgrades Project

Project/Contract #
Project No. C-06-8221-11

Transaction Summary

Bronze Package	\$35.00
<ul style="list-style-type: none"> ▪ Focus Journal Notice ▪ Trade Journal Notice 	
TOTAL: \$35.00	

McKinleyville Community Services District
Hiller Lift Station Upgrades Project

CONTRACT AGREEMENT

THIS AGREEMENT, MADE THIS 1st DAY OF April, 2020, by and

between the McKinleyville Community Services District, hereinafter called "Owner," and

Mercer- Fraser Company,

doing business as a Corporation, hereinafter called "Contractor"
(insert "a corporation," "a partnership," or "an individual" as applicable).

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The Contractor will commence and complete the:
Hiller Lift Station Upgrades Project
2. The Contractor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the project described herein.
3. The Contractor will commence the Work required by the Contract Documents within 21 calendar days after the date of the Notice to Proceed and will complete the same within the time provided in Section B-35 of the General Conditions, unless the period for completion is extended otherwise by the Contract Documents.
4. The Contractor agrees to perform all of the Work described in the Contract Documents and comply with terms therein for the sum of \$ \$508,500.00, or as shown in the Bid Proposal.
5. The Contract Documents consist of the Bid Requirements, Contract Forms, General Conditions, the Specifications, and the Plans, including all modifications thereof incorporated into the documents before their execution, and including all other requirements incorporated by specific reference thereto. These form the Contract.
6. The Owner will pay to the Contractor in the manner and at such times as set forth in the General Conditions such amounts as required by the Contract Documents.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in quadruplicate, each of which shall be deemed an original on the date first above written.

Mary Burke
Owner

Justin Zabel
Contractor

Title Board President, McKinleyville CSD

Title President

Date _____

Date _____

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PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter
(Corporation, Partnership, or Individual)

called Principal, and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

McKinleyville Community Services District
(Name of Owner)

P.O. Box 2037, 1656 Sutter Road, McKinleyville, CA 95519
(Address of Owner)

hereinafter called Owner, in the penal sum of

_____ Dollars (\$
_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with the Owner, dated _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

Hiller Lift Station Upgrades Project

NOW, THEREFORE, If the Principal shall well, truly and faithfully perform its duties, all the undertaking, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during one year (minimum) guaranty period, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder of the Specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the

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right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 4 counterparts, each one of which shall be deemed an original, this _____ day of _____, 20____.

ATTEST:

(Principal) Secretary

Principal

By _____

Address

Witness as to Principal

Address

Surety

ATTEST:

Witness as to Surety

By _____
Attorney-in-Fact

Address

Address

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter
(Corporation, Partnership, or Individual)

called Principal, and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

McKinleyville Community Services District
(Name of Owner)

1656 Sutter Road, McKinleyville, CA 95519
(Address of Owner)

hereinafter called Owner, in the penal sum of

_____ Dollars (\$
_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with the Owner, dated _____ day of _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

Hiller Lift Station Upgrades Project

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, Subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the Work provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such Work, and all insurance premiums of said Work, and for all wages and fringe benefits of labor, performed in such Work, whether by Subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulated and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

McKinleyville Community Services District
Hiller Lift Station Upgrades Project

IN WITNESS WHEREOF, this instrument is executed in 4 counterparts, each one of which shall be deemed an original, this _____ day of _____, 20__.

ATTEST:

(Principal) Secretary

Principal

By _____

Address

Witness as to Principal

Address

Surety

ATTEST:

Witness as to Surety

By _____
Attorney-in-Fact

Address

Address

NOTE: Date of bond must not be prior to date of Contract. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

NOTICE OF AWARD

TO: _____

PROJECT: Hiller Lift Station Upgrades Project

The Owner has considered the bid submitted by you for the above described work in response to its Advertisement for bids dated _____ and Information for Bidders.

You are hereby notified that your bid has been accepted for items in the amount of

_____ Dollars (\$
_____)

You are required by the Information for bidders to execute the Agreement and furnish the required Contractor's certificates of insurance within twenty one (21) calendar days from the date this Notice is received by you.

If you fail to execute said Agreement and to furnish said insurance within twenty one (21) calendar days from the date of receipt of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your bid as abandoned and as a forfeiture of your bid bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this _____ day of _____, 20__.

Owner: McKinleyville Community Services District

By: _____ Title: General Manager

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by:

(Name of Contractor)

Dated this _____ day of _____, 20__.

By: _____ Title: _____

NOTICE TO PROCEED

TO: _____

PROJECT: Hiller Lift Station Upgrades Project

You are hereby notified to commence Work in accordance with the Agreement on or before the _____ day of _____, 20____, and you are to complete the Work within 140 consecutive calendar days thereafter.

The date of completion of all Work is therefore _____ day of _____, 20____.

You are required to return an acknowledged copy of this Notice to Proceed to the Owner.

Dated this _____ day of _____, 20____.

Owner: McKinleyville Community Services District

By: _____ Title: General Manager

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by:

(Name of Contractor)

Dated this _____ day of _____, 20____.

By: _____ Title: _____

**GENERAL CONDITIONS
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SECTION A
DEFINITIONS AND TERMS

A-1 General

Wherever the following abbreviations and terms, or pronouns in place of them, are used in these Conditions and other Contract Documents of which these Conditions are a part, the intent and meaning shall be interpreted as provided below.

A-2 Abbreviations

The following abbreviations may be used in the Contract Documents:

AA	Aluminum Association
AASHO	American Association of State Highway Officials
ABMA	American Boiler Manufacturer's Association
ACI	The American Concrete Institute
AGA	American Gas Association
AGC	Associated General Contractors
AGMA	American Gear Manufacturer's Association
AI	The Asphalt Institute
AIA	American Institute of Engineers
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
ALSC	American Lumber Standards Committee
ANSI	American National Standards Institute, Inc.
API	American Petroleum Institute
APWA	American Public Works Association
AREA	American Railway Engineering Association
ASCE	American Society of Civil Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWPA	American Wood Preservers' Association
AWS	American Welding Society
AWWA	American Water Works Association
BHMA	Builders Hardware Manufacturers Association
CCMTC	California Concrete Masonry Technical Committee
CEQA	California Environmental Quality Act
CFR	Code of Federal Regulations
CRSI	Concrete Reinforcement Steel Institute
CWSRF	Clean Water State Revolving Fund
DFPA	Douglas Fir Plywood Association
DIR	Department of Industrial Relations
ETL	Electrical Testing Laboratory
FEMA	Federal Emergency Management Agency
FS	Federal Specification
HMGP	Hazard Mitigation Grant Program
ICBO	International Conference of Building Officials
IEEE	The Institute of Electrical and Electronics Engineers
IES	Illuminating Engineering Society
IPCEA	Insulated Power Cable Engineers Association
MCSD	McKinleyville Community Services District
MBMA	Metal Building Manufacturer's Association
MSS	Manufacturers Standardization Society of the Valve and Fitting Industry Standards
NBFU	National Board of Fire Underwriters

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NBS	National Buildings Standards
NEC	National Electrical Code
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NPDES	National Pollution Discharge Elimination System
OSHA	Occupational Safety and Health Act of 1970
PCA	Portland Cement Association
SMACNA	Sheet Metal and Air Conditioning Contractor's National Association
SSPC	Steel Structures Painting Council
SSPWC	Standard Specifications for Public Works Construction
SWRCB	State Water Resources Control Board
UBC	Uniform Building Code
USPHS	United States Public Health Service
UL	Underwriter's Laboratory
UMC	Uniform Mechanical Code
UPC	Uniform Plumbing Code
USAS	The United States of America Standard Institute
USBR	United States Bureau of Reclamation
WCLIB	West Coast Lumber Inspection Bureau
WIC	Woodwork Institute of California

"Bureau" - United States Bureau of Reclamation

"State" - State of California

"State Standard Specifications" - Standard Specifications issued by the State of California Business and Transportation Agency, Department of Transportation, latest edition, unless a specific edition is referenced.

A-3 Definitions

- a) Acceptance - The formal written acceptance by the DISTRICT of the entire Contract which has been completed in all respects in accordance with the Specifications and any approved modifications.
- b) Addenda - Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the Contract Documents, Drawings and Specifications by additions, deletions, clarifications or corrections.
- c) As Approved - The words "as approved" unless otherwise qualified, shall be understood to be followed by the words "by the Engineer."
- d) Bid - The offer of the Bidder for the Work when made out and submitted on the prescribed bid form, properly signed and guaranteed. A Bid is also known as a Proposal.
- e) Bid Bond - The cash, cashier's check, certified check, or bidder's bond accompanying the Bid submitted by the bidder, as a guarantee that the Bidder will enter into a Contract with the DISTRICT for the performance of work herein described.
- f) Bidder - Any individual, firm, partnership or corporation submitting a bid for the work contemplated, and acting directly or through a duly authorized representative.
- g) Change Orders - A written order to the Contractor authorizing an addition, deletion, or revision in the work within the general scope of the Contract Documents or authorizing adjustment in the Contract price or Contract time.
- h) Claim - A separate demand by the Contractor for (i) a time extension, (ii) payment of money or

damages arising from work done by or on behalf of the Contractor pursuant to the Contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (iii) an amount the payment of which is disputed by the DISTRICT.

- i) **Contract** - The written agreement covering the performance of the work and the furnishing of labor, materials, tools and equipment in the construction of the Work. The Contract shall include all Contract Documents and supplemental agreements amending or extending the work contemplated which may be required to complete the Work in a substantial and acceptable manner. Supplemental agreements are written agreements covering alterations, amendments or extensions to the Contract and include Addenda and Contract Change Orders.
- j) **Contract Documents** - The Contract Documents are any or all of the documents listed in Article I of the Contract.
- k) **Contract Price** - Total monies payable to the Contractor under the terms and conditions of the Contract Documents.
- l) **Contract Time** - The numbers of days stated in the Contract Documents for the completion of the Work.
- m) **Contractor** - The person or persons, firm, partnership or corporation or other entity that has entered into the Contract with the DISTRICT to perform the Work.
- n) **Contract Drawings** - "Contract Drawings" or "drawings" means and includes:
 - (i) all drawings which have been prepared on behalf of the DISTRICT and which are included in the Contract Documents and all modifying drawings issued by addenda thereto;
 - (ii) all drawings submitted pursuant to the terms of the Contract by the Contractor with his proposal and by the Contractor to the DISTRICT during the progress of the Work when accepted by the Engineer. Except where a specific type of drawing is indicated, the terms "Drawings" and "Plans" are used interchangeably throughout the Contract Documents and the Plans are Drawings as defined above.
- o) **County** - County of Humboldt, California.
- p) **Date of Execution of the Contract** - The date on which the Contract is signed by the DISTRICT's authorized representative.
- q) **Datum** - The figures given in the Specifications or upon the Drawings after the word "Elevation" or an abbreviation of it shall mean NAVD 88 datum unless noted otherwise.
- r) **Days** - Unless otherwise designated, days as used in the Contract Documents shall mean calendar days.
- s) **District** - The MCKINLEYVILLE COMMUNITY SERVICES DISTRICT, may also be referred to as the DISTRICT or OWNER.
- t) **Engineer** - Wherever in these documents the word "Engineer" appears, it shall be understood to mean GHD Inc. The Engineer will have final authority as regards to contract administration, field inspection, and related items.
- u) **Field Order** - A written order effecting a change in the Work not involving an adjustment in the Contract Price or an extension of Contract Time, issued by the Engineer to the Contractor during construction.
- v) **His** - "His" shall include "her" and "its".

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- w) Install - "Install" wherever and in whatever manner used shall mean the installation, complete in place of an item.
- x) Notice of Award - The written notice of the acceptance of the Bid from the DISTRICT to the successful Bidder.
- y) Notice to Proceed - Written communication issued by the DISTRICT to the Contractor authorizing him to proceed with the Work and establishing the date of commencement of the Work.
- z) Or Equal - The terms "or equal" or "approved equal" shall be understood to indicate that the "equal" product be the same or better than the product named in function, performance, reliability, quality and general configuration. Determination of equality in reference to the project design requirement will be made by the Engineer.
- aa) District Project Representative – The authorized representative of the DISTRICT who is assigned to the project site or any part of thereof.
- bb) Plans or Specification Drawings - The term "Plans or Specification Drawings" refers to the official Plans, profiles, cross sections, elevations, details, and other working drawings and supplementary drawings, or reproductions thereof, signed by the Engineer, which show the location, character, dimensions, and details of the work to be performed. Plans may either be bound in the same book as the balance of the Contract Documents or bound in separate sets, and are a part of the Contract Documents, regardless of the method of binding.
- cc) Project - The undertaking performed as provided by the Contract Documents.
- dd) Provide - "Provide" wherever and in whatever manner used shall be understood to mean furnish and install.
- ee) Resident Project Representative - Authorized representative of the Engineer who is assigned to the Project or any part thereof.
- ff) Service of Notice - Any notice from one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative thereof. Any such notice shall not be effective for any purpose whatsoever unless service in the following manner:
 - (i) If the notice is given to the DISTRICT by personal delivery thereof, the DISTRICT'S Project Representative or by depositing the notice in the U.S. mail, enclosed in a sealed envelope addressed to McKINLEYVILLE COMMUNITY SERVICES DISTRICT, P.O. Box 2037, 1656 Sutter Road, McKinleyville, CA 95519, postage prepaid, by certified mail return receipt requested.
 - (ii) If the notice is given to the Contractor, by personal delivery to the Contractor or its duly authorized representative at the project site or by depositing in the U.S. mail, enclosed in a sealed envelope address to the Contractor on the Contract Form, postage prepaid, by certified mail, return receipt request.
 - (iii) If the notice is given to the Surety or any other person, by personal delivery to such Surety or other person by personal delivery to such Surety or other person by depositing in the U.S. mail, enclosed in a sealed envelope, addressed to the surety or other person at the address of such Surety or other person last communicated to the party giving the notice, postage prepaid, by certified mail return receipt requested.
- gg) Shall or Will - "Shall," or "Will," whenever used to stipulate anything, means shall or will be done or be performed by either the Contractor or the DISTRICT and means that the Contractor or the DISTRICT has thereby entered into a covenant with the other party to do or perform the same.

- hh) Shop Drawing - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the Contractor, a Subcontractor, manufacturer, supplier or distributor, which illustrate how specific portions of the Work shall be fabricated or installed.
- ii) Shown - "Shown," "indicated," "detailed," and words of like import, wherever and in whatever manner used, with or without reference to the drawings, means shown, indicated or detailed on the Drawings or Plans.
- jj) Specifications - A part of the Contract Documents consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship, including the General Conditions.
- kk) Specified - "Specified," "described," or "noted," wherever and in whatever manner used, means as specified, described or noted in the Contract Documents.
- ll) Subcontractors - The term "Subcontractor", as employed herein, includes only those having a direct contract with the Contractor and it includes one who furnishes material worked to a special design according to the Plans or Specifications of this Work, but does not include one who merely furnishes material not so worked and would be considered a supplier only.
- mm) Substantial Completion - That date as certified by the Engineer when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended.

The Engineer may, at its sole discretion, issue a written notice of substantial completion for the purpose of establishing the starting date for specific equipment guarantees, and to establish the date that the DISTRICT will assume the responsibility for the cost of operating such equipment. Said notice shall not be considered as final acceptance of any portion of the Work or relieve the Contractor from completing the remaining work within the specified time and in full compliance with the Contract Documents.

- nn) Sufficient - "Sufficient," "necessary," or "proper," "acceptable," "satisfactory," "desirable," and words of like import, wherever and in whatever manner used, with or without reference to the Engineer, means sufficient, necessary, proper, acceptable, satisfactory and desirable in the judgment of the Engineer.
- oo) Supplementary Conditions (not included for this project) - Modifications to General Conditions required by a Federal Agency for participation in the PROJECT and approved by the Agency in writing prior to inclusion in the Contract Documents, or such requirements that may be imposed by applicable State laws.

References to "Supplemental General Conditions" in the General Conditions and elsewhere in the Contract Documents shall be construed to read "Supplementary Conditions."

- pp) Supplier - Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.
- qq) Time Limits - All time limits stated in the Contract Documents are of the essence of the Contract.
- rr) Work - All the work specified, indicated, shown or contemplated in the Contract to construct the improvements, including all alterations, amendments or extensions thereto made by Contract Change Order or other written orders of the Engineer.
- ss) Written Notice - "Written Notice" shall be deemed to have been duly served when delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is

intended or if delivered at or sent by registered mail to the last business address known to it who gives the notice, or sent by email.

- tt) Whenever in the Specifications or upon the Drawings the words DIRECTED, REQUIRED, PERMITTED, ORDERED, DESIGNATED, PRESCRIBED, or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation or prescription of the Engineer is intended, and similarly the words APPROVED, ACCEPTABLE, SATISFACTORY, or words of like import, shall mean approved or acceptable to, or satisfactory to the Engineer, unless otherwise expressly stated.

SECTION B GENERAL CONDITIONS

ARTICLE I. SCOPE OF WORK

B-1 Intent of Contract Documents

The intent of the Contract Documents is to prescribe the details for the construction and completion of the Work which the Contractor undertakes to perform in accordance with the terms of the Contract. Where the Specifications and Plans describe portions of the Work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall furnish all labor, materials, tools, equipment and incidentals and do all the work involved in performing the Contract in a satisfactory and workmanlike manner, ready for use occupancy or operation by the DISTRICT.

The technical provisions are presented in sections for convenience. However, this presentation does not necessarily delineate trades or limits of responsibility. All sections of the Specifications and Plans are interdependent and applicable to the Project as a whole.

The Contract Documents are complementary, and what is called for in any one shall be as binding as if called for in all.

Anything shown on the Drawings and not mentioned in the Specifications or mentioned in the Specifications and not shown on the Drawings shall have the same effect as if shown or mentioned respectively in both. Any work shown on one drawing shall be construed to be shown in all drawings and the Contractor will coordinate the Work and the Drawings. If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: The DISTRICT-Contractor Contract; the Bid; any Supplementary or Special Conditions; Instructions to Bidders; the General Conditions; the Specifications; the Drawings. Technical Specifications take priority over general Specifications and detail Drawings take precedence over general Drawings. As between schedules and information given on Drawings, the Schedules shall govern. As between figures given on Drawings and the scaled measurements, the figures shall govern. As between large-scale Drawings and small-scale Drawings, the larger scale shall govern. Any conflict or inconsistency between or in the Drawings shall be submitted to the Engineer through the DISTRICT'S Project Representative or Resident Project Representative in writing. Work done by the Contractor after discovery of such discrepancies, inconsistencies or ambiguities shall be done at the Contractor's own risk.

B-2 Contractor's Understanding

It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the Work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the Work, the general and local conditions, and all other matters which can in any way affect the Work under this Contract. No verbal agreement or conversation with any officer, agent or employee of the DISTRICT, either before or after the execution of this Contract, shall affect or modify any

of the terms or obligations herein contained.

Contractor shall comply with all Federal, State, and Local laws and regulations applicable to this scope of work and said project, as well as all permits and environmental conditions established for this project (see section B-13). Contractor is responsible for obtaining all necessary permits for construction except for those permits already obtained by the DISTRICT prior to construction. If a Contractor materially fails to comply with any term of this award, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the DISTRICT may take one or more of the actions outlined in 2 CFR Section 200.338, including termination of the project. Project awards may be terminated for convenience through the procedures outlined in 2 CFR Section 200.339.

B-3 Changes in the Work

The DISTRICT may, at any time, by written order make changes in the Work including but not limited to: (a) changes in the Specifications or Drawings; (b) changes in the sequence, method or manner of performance of the Work; (c) changes in the owner-furnished facilities, equipment, materials, services or site; or (d) changes directing acceleration of the Work. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of the Contract an equitable adjustment will be made and the Contract modified in writing accordingly.

Such modification will be in the form of a Contract Change Order which will set forth the work to be done or the method by which the change and cost adjustment, if any, will be determined, and the time of completion of the Work.

To comply with the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA), material additions or amendments to this scope of work (SOW) may have to be reviewed by all State and Federal agencies participating in the NEPA/CEQA process. NEPA/CEQA compliance for all SOW additions or amendments is essential before the revised SOW can be approved or implemented by the DISTRICT. Any construction activities associated with a SOW change, prior to DISTRICT approval, may be ineligible for reimbursement. The Contractor shall obtain approval in writing from the DISTRICT prior to proceeding with any changes of work.

The compensation to be paid for any extra work or change shall be determined in one or more of the following ways or at DISTRICT's sole election:

- a) By unit prices previously approved (unit prices previously approved shall be used in all cases for similar units unless mutually agreed that for some reason they are not applicable);
- b) By estimate and acceptance of an agreed upon lump sum; or
- c) On a time and materials basis involving the actual necessary expenses and other services necessary to complete the Work. In addition, there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual necessary expense to cover the cost of general overhead, general superintendence, other expenses and profit. In the events that items (a) and (b) above are not applicable, then this latter method (c) shall be used. Markup by Subcontractors on their work shall not exceed fifteen percent. Contractor's markup on Subcontractor's work shall not exceed five (5) percent.

The Contractor shall keep full and complete records of the actual cost of such work in the form and manner prescribed by the Engineer and shall permit the Engineer to have access to such records as may be necessary to assist in the determination of the compensation payable for such work.

The Engineer also may at any time by issuing a Field Order make changes in the details of the Work. The Contractor shall proceed with the performance of any change in the Work so ordered by the Engineer unless the Contractor believes that such Field Order entitles it to a change in the Contract Price or Time, or both in which event the Contractor shall give the Engineer written notice thereof within seven (7)

calendar days after the receipt of the ordered change. The Contractor shall not execute such changes pending the receipt of an executed change order or further instruction from the DISTRICT.

If the Contractor is delayed in completing by reason of any change made pursuant to this section, the time for completion of the Work shall be extended by change order for a period agreed to, commensurate with such delay. The Contractor shall not be subjected to any claim for liquidated damages for this period of time, but the Contractor shall have no claim for any other compensation for any such delay.

B-4 Procedures and Allowable Costs on Changes

- a) All changes which affect the cost or time of the construction of the project must be authorized by means of a Change Order. The Change Order will include extra work, work for which quantities have been altered from those shown in the bidding schedule, as well as decreases or increases in the quantities of installed units which are different than those shown in the bidding schedule because of final measurements. All changes should be recorded on a Change Order as they occur. Each Change Order must contain complete and detailed justification for all items addressed by the Change Order.
- b) If the change in or addition to the Work will result in an increase in the contract sum, the DISTRICT shall have the right to require the performance thereof in any of the following ways, at DISTRICT's sole election:
 - (i) By unit prices previously approved (unit prices previously approved shall be used in all cases for similar units unless mutually agreed that for some reason they are not applicable);
 - (ii) By estimate and acceptance of an agreed upon lump sum; or
 - (iii) On a time and materials basis involving the actual necessary expenses and other services necessary to complete the work. In addition, there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual necessary expense to cover the cost of general overhead, general superintendence, other expenses and profit. In the events that items (a) and (b) above are not applicable, then this latter method (c) shall be used. Markup by Subcontractors on their work shall not exceed fifteen percent. Contractor's markup on Subcontractor's work shall not exceed five percent (5%).
- c) If the DISTRICT elects to have the Change in the Work performed on a lump sum basis, such election shall be based on a lump sum proposal which shall be submitted by the Contractor within ten (10) calendar days of the DISTRICT's request therefor. Request for a lump sum proposal shall not be deemed an election to have the Work performed on a lump sum basis. The Contractor's proposal shall be itemized and segregated by labor and materials for the various components of the change (no aggregate labor total will be acceptable) and shall be accompanied by signed proposals of any Subcontractors which will perform any portion of the change, and of any persons who will furnish materials or equipment for incorporation therein. The proposal shall also include the Contractor's estimate of the time required to perform said changes or additional work.

The portion of the proposal relating to labor, whether by the Contractor's forces or the forces of any of its Subcontractors, may include reasonably anticipated gross wages of Job Site labor, including foremen, who will be directly involved in the Change in the Work (for such time as they will be so involved), plus payroll costs (including premium costs of overtime labor, if overtime is anticipated, social security, Federal or State unemployment insurance taxes and fringe benefits required by collective bargaining agreements entered into by the Contractor or any such Subcontractor in connection with such labor) and up to fifteen percent (15%) of such anticipated gross wages, but not payroll costs, as overhead and profit for the Contractor or any such Subcontractor, as applicable (such overhead and profit to include all supervision except foremen.)

The portion of the proposal relating to materials may include the reasonably anticipated direct costs to the Contractor or to any of its Subcontractors of materials to be purchased for

incorporation in the Change in the Work, plus transportation and applicable sales or use taxes and up to fifteen percent (15%) of said direct material costs as overhead and profit for the Contractor or any such Subcontractor (such overhead and profit to include all small tools), and may further include the Contractor's and any of its Subcontractors' reasonably anticipated rental costs in connection with the Change in the Work (either actual rates or discounted local published rates), plus up to five percent (5%) thereof as overhead and profit for the Contractor or any such Subcontractors, as applicable. If any of the items included in the lump sum proposal are covered by unit prices contained in the Contract Document, the DISTRICT may, if it requires the Change in the Work to be performed on a lump sum basis, elect to use these unit prices in lieu of the similar items included in the lump sum proposal in which event and appropriate deduction will be made in lump sum amount prior to the application of any allowed overhead and profit percentages. No overhead and profit shall be applied to any unit prices.

The lump sum proposal may include up to five percent (5%) of the amount which the Contractor will pay to any of its Subcontractors for the Change in the Work as a commission to the Contractor.

- d) In the event that the Contractor fails to submit its proposal within the designated period, the Engineer may direct the Contractor to proceed with the Change or Addition to the Work and the Contractor shall so proceed. The Engineer shall determine the reasonable costs and time to perform the Work in question, which determination when approved by DISTRICT shall be final and binding upon the Contractor.
- e) In the event that the parties are unable to agree as to the reasonable costs and time to perform the change in or addition to the Work based upon the Contractor's proposal and the Engineer and DISTRICT do not elect to have the change in the Work performed on a time and material basis, the Engineer and DISTRICT shall make a determination of the reasonable cost and time to perform the Change in the Work, based upon their own estimates, the Contractor's submission or combination thereof. A Change Order shall be issued for the amount of costs and time determined by the Engineer and the DISTRICT and shall become binding upon the Contractor unless the Contractor submits its protest in writing to the DISTRICT within thirty (30) calendar days of the issuance of the Change Order. The DISTRICT has the right to direct the Contractor in writing to perform the Change in the Work which is the subject of the Change Order. Failure of the parties to reach agreement regarding the costs and time of the performing the Change in the Work and/or any pending protest shall not relieve the Contractor from performing the Change in the Work promptly and expeditiously.
- f) If the DISTRICT elects to have the Change in the Work performed on a time and material basis, the same shall be performed, whether by the Contractor's forces or the forces of any of its Subcontractors or Sub-subcontractors, at actual costs to the entity or entities performing the Change in the Work (without any charge for administration, clerical expense, supervision or superintendence of any nature whatsoever, including foremen, or the costs, use or rental of tools or plant), plus fifteen percent (15%) thereof as the total overhead and profit to the entity or entities actually performing the change (except that this fifteen percent (15%) shall not be applied against any payroll costs, defined herein with respect to lump sum proposals). If the entity or entities actually performing the work are Subcontractors or Sub-subcontractors, the Contractor shall be allowed five percent (5%) of the total charge of the performing entity or entities (including mark-up) as Contractor's mark-up. No other mark-ups shall be allowed hereunder. The Contractor shall submit to the DISTRICT daily work and material tickets, to include the identification number assigned to the Change in the Work, the location and description of the Change in the Work, the classification of labor employed (and names and social security numbers), the material used, the equipment rented (not tools) and such other evidence of cost as the DISTRICT may require. The DISTRICT may require authentication of all time and material tickets and invoices by persons designated by the DISTRICT for such purpose. The failure of the Contractor to secure any required authentication shall, if the DISTRICT elects to treat it as such, constitute a waiver by the Contractor

of any claim for the cost of that portion of the Change in the Work covered by a non-authenticated ticket or invoice; provided, however, that the authentication of any such ticket or invoice by the DISTRICT shall not constitute an acknowledgment by the DISTRICT that the items thereon were reasonably required for the Change in the Work.

- g) No overhead and profit will be paid by the DISTRICT on account of a Change in the Work except as specifically provided in this Section B-4. Overhead and Profit, as allowed under this paragraph, shall be deemed to include all costs and expenses which the Contractor or any of its Subcontractors may incur in the performance of the Change in the Work and which are not otherwise specifically recoverable by them pursuant to this paragraph.
- h) The Contractor shall not be entitled to any amount for indirect costs, damages or expenses of any nature, including, but not limited to, so-called "impact" costs, labor inefficiency, wage, material or other escalations beyond the prices upon which the proposal is based and to which the parties have agreed pursuant to the provisions of this section, and which the Contractor, its Subcontractors and Sub-subcontractors or any other person may incur as a result of delays, interferences, suspensions, changes in sequence or the like, for whatever cause, whether reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable, arising from the performance of any and all Changes in the Work performed pursuant to this section. It is understood and agreed that the Contractor's sole and exclusive remedy in such event shall be recovery of its direct costs as compensable hereunder and an extension of the time of the Contract, but only in accordance with the provisions of the Contract Documents.

The Contractor agrees that it shall not be entitled to claim damages for anticipated profits on any portion of work that may be deleted. The amount of any adjustment for work deleted shall be estimated at the time deletion of work is ordered and the estimated adjustment will be deducted for the subsequent monthly pay estimates.

The DISTRICT reserves the right to contract with any person or firm other than the Contractor for any or all extra work.

B-5 Unilateral Change in or Addition to the Work

Notwithstanding the above, the DISTRICT, directly or through the Engineer, may direct the Contractor in writing to perform changes in or additions to the scope of the Contract. The Contractor shall perform such work and the parties shall proceed pursuant to the provisions of Section B-4.

B-6 Differing Site Conditions

The Contractor shall promptly, and before the following conditions are disturbed, notify the DISTRICT in writing of any:

- a) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25118 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; or
- b) Subsurface or latent physical conditions at the site differing from those indicated in the Contract Documents; or
- c) Unknown conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

The Engineer shall thereupon promptly investigate the conditions. If the Engineer finds that they do involve hazardous waste, or do materially differ and cause any decrease or increase in the Contractor's cost or time of performance, it will issue a Change Order as appropriate. Any

increase or decrease in the cost of the Work or the time for performance shall be adjusted in the manner provided herein for adjustments as to extra and/or additional work and changes. The procedures applicable to claims per extra costs shall then apply.

In accordance with 36 CFR Part 800, in the event a potential historic property or cultural resource is discovered during construction activities, the Contractor must cease work in the vicinity of the discovery and take all reasonable measures to avoid or minimize harm to the discovered property/resource. Construction activities in the area of the discovery shall not resume until the DISTRICT concludes consultation with the State Historic Preservation Officer (SHPO) for treatment of the discovery.

B-7 Claims for Extra Costs

- a) The Plans for Work show the conditions as they are supposed or believed by the Engineer to exist, but it is neither intended nor to be inferred that the conditions as shown thereon constitute a representation by the DISTRICT or its officers that such conditions are universally existent nor shall the DISTRICT or any of its officers or representatives be liable for any loss sustained by the Contractor as a result of any variance between conditions as shown on the Plans and alternate conditions revealed during the progress of the Work, or otherwise.
- b) The DISTRICT assumes no responsibility for any representations made by any of its officers or agents during or prior to the execution of this Contract, unless (1) such representations are expressly stated in the Contract, and (2) the Contract expressly provides that the responsibility therefor is assumed by the DISTRICT.
- c) It is hereby mutually agreed that the Contractor shall not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the Engineer or the DISTRICT, or the happening of any event, thing or occurrence, unless the Contractor shall have given the Engineer due written notice of potential claims as hereinafter specified.
- d) The written notice of potential claims shall set forth the reasons for which the Contractor believes additional compensation will or may be due, the nature of the costs involved, and, insofar as possible, the amount of the potential claim. Except as provided in Section B-6, the notice as above required shall be given to the Engineer at least 48 hours prior to the time that the Contractor commences performance of the work giving rise to the potential claim for additional compensation. If such notice is not given, the Contractor shall be barred from making any such claim for extra compensation.
- e) The Contractor may submit a claim to the Engineer concerning any matter for which a protest under Section B-3 or a notice of potential claim is filed within sixty (60) calendar days following the submission of said protest or notice, unless, due to the nature of the claim or the uncompleted state of the work, it is impracticable to determine the amount or the extent of the claim within such period, in which case a claim may be submitted at the earliest time thereafter that such determination can be made, but in no event later than the final release by the Contractor provided for in Section B-71. The claims shall set forth clearly and in detail, for each item of additional compensation claimed, the reasons for the claim, reference to applicable provisions of the Specifications, the nature and the amount of the cost involved, the computations used in determining such costs, and all pertinent factual data. The Contractor shall maintain complete and accurate records of the cost or any portion of the Work for which additional compensation is claimed, and shall provide the Engineer with copies thereof, as required.
- f) The Engineer will, within a reasonable time after submission of the Contractor's claim, make decisions in writing on all claims of the Contractor. All such decisions of the Engineer shall be final unless the Contractor shall within ten (10) calendar days after receipt of the Engineer's decision, file with the Engineer a written protest, stating clearly and in detail the basis thereof. Such protest

will be forwarded promptly by the Engineer to the DISTRICT, which will issue a decision upon each such protest, and the DISTRICT's decision will be final. Pending such decision, the Contractor shall proceed with its work in accordance with the determination or instructions of the Engineer. It is hereby agreed that the Contractor's failure to protest the Engineer's determination or instructions, within ten (10) calendar days from and after the Engineer's determinations or instructions, shall constitute a waiver by the Contractor of all its rights to further protest, judicial or otherwise.

- g) It is the intention of this Section that the differences between the parties, arising under and by virtue of the Contract, be brought to the attention of the Engineer at the earliest possible time in order that such matters may be settled, if possible or other appropriate action promptly taken. The Contractor hereby agrees that it shall have no right to additional compensation for any claim that may be based on any act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was timely filed.
- h) In the event of an emergency endangering life or property, the Contractor shall act as stated in Section B-62 herein, and after execution of the emergency work shall present an accounting of labor, materials and equipment in connection therewith. The procedure for any payment that may be due for emergency work will be as specified in Section B-3 herein.

B-8 Disputes

Except as otherwise specifically provided in the Contract Documents, the Engineer will initially decide all claims of the Contractor and all disputes arising under and by virtue of the Contract. Such claim or dispute will be processed and decided by the Engineer as soon as practicable after its submission and the submission or availability of any additional information necessary to its decision. If the Contractor is dissatisfied with the Engineer's decision, the Contractor may, within 15 calendar days from the date of the Engineer's decision, follow the procedures set forth in Section B-55. If the Contractor fails to follow the procedures set forth in Section B-55 within the 15 calendar day period, then the Engineer's decision shall be final, conclusive, and binding on the Contractor.

B-9 Guarantee

- a) In addition to warranties, representations and guarantees stated elsewhere in the Contract Documents, the Contractor unconditionally guarantees all materials and workmanship furnished hereunder, and agrees to replace at its sole cost and expense, and to the satisfaction of the Engineer and the DISTRICT, any and all materials which may be defective or improperly installed.
- b) The Contractor shall repair or replace to the satisfaction of the Engineer any or all such work that may prove defective in workmanship or materials, ordinary wear and tear excepted, together with any other work which may be damaged or displaced in so doing.
- c) In the event of failure to comply with the above stated conditions within a reasonable time, the DISTRICT is authorized to have the defect repaired and made good at the expense of the Contractor who will pay the costs and charges therefor immediately upon demand, including any reasonable management and administrative costs, and engineering, legal and other consultant fees incurred to enforce this section.
- d) The signing of the Contract by the Contractor shall constitute execution of the above guarantees. Except as otherwise provided in this Contract, the guarantees and warranties shall remain in effect through the one-year maintenance warranty period specified in the Performance Bond.

ARTICLE II. CONTROL OF WORK

B-10 Authority of the Engineer

- a) The Engineer is the representative of the DISTRICT and has full authority to interpret the Contract Documents, to conduct the construction review and inspection of the Contractor's performance, and to decide questions which arise during the course of the work and its decisions on these matters shall be final and conclusive. The Engineer has the authority to reject all work and materials which do not conform to the Contract Documents, and has the authority to stop the work whenever such stoppage may be necessary to ensure the proper execution of the Contract.
- If at any time the Contractor's work force, tools, plant or equipment appear to the Engineer to be insufficient or inappropriate to secure the required quality of work or the proper rate of progress, the Engineer may order the Contractor to increase their efficiency, improve their character, to augment their number or to substitute other personnel, new tools, plant or equipment, as the case may be, and the Contractor shall comply with such order.
- b) Neither the failure of the Engineer to demand such increase of efficiency, number, or improvement, nor the compliance by the Contractor with the demand, shall relieve the Contractor of its obligation to provide quality work at the rate of progress necessary to complete the Work within the specified time.
- c) The Engineer shall have the authority to make minor changes in the Work, not involving extra costs, and not inconsistent with the purposes of the Work.
- d) Any order given by the Engineer, not otherwise required by the Contract Documents to be in writing shall, on request of the Contractor, be given or confirmed by the Engineer in writing.
- e) Whenever work, methods of procedure, or any other matters are made subject to direction or approval, such direction or approval will be given by the Engineer.
- f) The Engineer shall not be responsible for the construction means, controls techniques, sequences procedures or construction safety.
- g) It is expressly agreed and understood that GHD Inc. will have no liability whatsoever resulting from the obligations entered into under the Contract except as provided in any scope of work agreement between GHD Inc. and the DISTRICT; that the DISTRICT must look solely to the Contractor for the furnishing of the Work; that the Contractor must look solely to the DISTRICT for payment; and that the DISTRICT and the Contractor must look solely to each other for the enforcement of any claims or liabilities arising under or by reason of the Contract.

B-11 Drawings

- a) Drawings furnished herewith are for bidding purposes. The Engineer will furnish the Contractor additional copies of the Contract Documents and full-size plans. Additional copies may be obtained by paying the actual cost of reproduction. The Contractor shall have no claim for excusable delay on account of the failure of the Engineer to deliver such drawings unless the Engineer shall have failed to deliver the same within fourteen (14) calendar days after receipt of written demand therefor from the Contractor. The Contractor shall keep one copy of said drawings, in good order, available to the Engineer and its representatives, and convenient to the working site. The Contractor shall maintain on the job site and make available to the Engineer on request, one current full-sized marked-up set of design drawings which accurately indicate all variations in the completed work that differ from the design information shown on the Plans. If the Contractor, in the course of the Work, finds any discrepancy between the Drawings and the physical condition of the locality, or any errors or omissions in the Drawings, or in the layout as given by points and instructions, it shall be the Contractor's duty to inform the Engineer in writing, and the Engineer will

promptly verify the same. Any work done after such discovery, until authorized, will be done at the Contractor's risk. All Drawings, Specifications, and copies thereof furnished by the Engineer are the property of the Engineer and shall not be reused on other work and, with the exception of the signed Contract sets, are to be returned to the Engineer, on request, at the completion of the Work. All models are the property of the DISTRICT. The Contractor may be furnished additional instructions and detail drawings by the Engineer as necessary to carry out the work required by the Contract Documents.

The additional drawings and instructions thus supplied, will become part of the Contract Documents. The Contractor shall carry out the Work in accordance with the additional detail drawings and instructions.

- b) The Drawings shall be supplemented by such shop drawings prepared by the Contractor as are necessary to adequately control the Work. No changes shall be made by the Contractor in any shop drawings after they have been reviewed by the Engineer.
- c) Shop Drawings for any structure shall include, but not be limited to: stress sheets, anchor bolt layouts, shop details, and erection plans, which shall be reviewed and accepted by the Engineer before any such work is performed.
- d) Contractor agrees that shop drawings processed by the Engineer are not Contract Change Orders; that the purpose of shop drawings submitted by the Contractor is to demonstrate to the Engineer that the Contractor understands the design concept, that it demonstrates its understanding by indicating which equipment and material it intends to furnish and by detailing the fabrication methods it intends to use.
- e) It is expressly understood, however, that favorable review of the Contractor's shop drawings shall not relieve the Contractor of any responsibility for accuracy of dimensions and details, or for mutual agreements of dimensions and details. It is mutually agreed that the Contractor shall be responsible for agreement and conformity of its shop drawings with the Specifications. Contractor further agrees that if deviations, discrepancies or conflicts between shop drawings and Specifications are discovered either prior to or after shop drawings are processed by the Engineer, the Specifications shall control and shall be followed.
- f) Unless otherwise stated, the Engineer shall have thirty (30) calendar days from the date of receipt of shop drawings for review.
- g) Full compensation for furnishing all shop drawings shall be considered as included in the prices paid for the Contract items of Work to which such drawings relate and no additional compensation will be allowed therefor. Any cost related to the Engineer's review of any particular set of shop drawings more than twice, due to incompleteness or unacceptability, shall be borne by the Contractor, and the DISTRICT reserves the right to withhold such costs from payments due the Contractor.
- h) When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that he has reviewed, checked and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents.
- i) That portion of the Work requiring a shop drawing or sample submission shall not begin until the shop drawing or submission has been approved by the Engineer. A copy of each approved shop drawing and each approved sample shall be kept in good order by the Contractor at the site and shall be available to the Engineer.
- j) Acceptance by the Engineer of any drawing, method of work, or any information regarding materials and equipment the Contractor proposes to furnish shall not relieve the Contractor of responsibility for any errors therein and shall not be regarded as an assumption of risks or liability

by the Engineer or DISTRICT, or any officer or employee thereof, and the Contractor shall have no claim under the Contract on account of the failure or partial failure or inefficiency or insufficiency of any plan or method or work or material and equipment so accepted. Such acceptance shall be considered to mean merely that the Engineer has no objection to the Contractor using, upon his own full responsibility, the plan or method of work proposed, or furnishing the materials and equipment proposed.

B-12 Construction Staking and Surveys

The Contractor shall furnish land surveys deemed necessary for locating the principal component parts of the Work.

B-13 Permits and Regulations

Permits, licenses, and easements of a temporary or permanent nature, necessary for the prosecution of the Work shall be secured and paid for by the Contractor, except as noted in Section B-32, and herein.

The Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as shown on the Plans and described in the Specifications. The Contractor shall promptly notify the Engineer in writing of any specification at variance therewith and any necessary changes shall be adjusted as provided in the Contract for Changes in the Work. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations and without such notice to the Engineer, it shall bear all costs arising therefrom.

B-14 Conformity with Contract Documents and Allowable Deviations

Work and materials shall conform to the lines, grades, cross sections, dimensions and material requirements, including tolerances, shown on Contract Documents. Although measurement, sampling, and testing may be considered evidence as to such conformity, the Engineer shall be the sole judge as to whether the work or materials deviate from the Specifications and Plans, and its decision as to any allowable deviations therefrom shall be final and conclusive.

Whenever a material, article or piece of equipment is identified on the Drawings or Specifications by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered as described in Section B-28. The Contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the Contract Documents by reference to brand name or catalogue number, and if, in the opinion of the Engineer, such material, article, or piece of equipment is of equal substance and function to that specified, the Engineer may approve its substitution and use by the Contractor. Any cost differential shall be deductible from the Contract Price and the Contract Documents shall be appropriately modified by Change Order. The Contractor warrants that if substitutions are approved, no major changes in the function or general design of the Project will result. Incidental changes or extra component parts required to accommodate the substitution will be made by the Contractor without a change in the Contract Price or Contract Time.

B-15 Coordination and Interpretation of Contract Documents

- a) The Contract Documents are complementary and a requirement occurring in one is as binding as though occurring in all.
- b) In the event of conflict between the Plans and the Technical Specifications, the Technical Specifications shall govern, except that, where items are shown on the Plans and are not specifically included in the Technical Specifications, the Plans shall govern.
- c) Should it appear that the work to be done or any of the matters relative thereto are not sufficiently

detailed or explained in the Specifications or Plans, the Contractor shall apply to the Engineer for such further explanations as may be necessary and shall conform to them as part of the Contract. In the event of any doubt or question arising respecting the true meaning of the Specifications and Plans, reference shall be made to the Engineer, whose decision thereon shall be final and conclusive.

- d) In the event of any discrepancy between any plans and the figures written thereon, the figures shall be taken as correct. Detailed drawings shall prevail over general drawings.
- e) Any reference made in these Specifications or on the plans to any Specification, standard, method, or publication of any scientific or technical society or other organization shall, in the absence of a specific designation to the contrary, be understood to refer to the Specification, standard, method, or publication in effect as of the date that the Work is advertised for Bids.

B-16 Subcontracts

- a) In accordance with 2 CFR Section 200.213, the Contractors must not make any award or permit any award (subgrant or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."
- b) The attention of the Contractor is directed to the provisions of Public Contract Code sections 4100-4113, regarding subcontracting and said provisions are by this reference incorporated herein and made a part hereof.
- c) Each Subcontract shall contain a suitable provision for the suspension or termination thereof should the Work be suspended or terminated or should the Subcontractor neglect or fail to conform to every provision of the Contract Documents insofar as such provisions are relevant. No Subcontractor or supplier will be recognized as such, and all persons engaged in work will be considered as employees of the Contractor, and the Contractor will be held responsible for their work, which shall be subject to the provisions of the Contract Documents. The Contractor shall be fully responsible to the DISTRICT for the acts or omissions of its Subcontractors and of the persons either directly or indirectly employed by him. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the DISTRICT. If a legal action, including arbitration and litigation, against the DISTRICT is initiated by a Subcontractor or Supplier, the Contractor shall reimburse the DISTRICT for the amount of legal, engineering and all other expenses incurred by the DISTRICT in defending itself in said action.
- d) The DISTRICT and the Engineer reserve the right to approve all Subcontractors. Such approval shall be a consideration to the awarding of the Contract and unless notification to the contrary is given to the Contractor prior to the signing of the Contract, the list of Subcontractors which is submitted with its proposal will be deemed to be acceptable.

B-17 Cooperation of Contractors

- a) Should construction be under way by other forces or by other contractors within or adjacent to the limits of the work specified or should work of any other nature be under way by other forces within or adjacent to said limits, the Contractor shall cooperate with all such other contractors or other forces to the end that any delay or hindrance to their work will be avoided. The right is reserved to perform other or additional work at or near the site (including material sources) at any time, by the use of other forces.
- b) When two or more contractors are employed on related or adjacent work, each shall conduct their operation in such a manner as not to cause any unnecessary delay or hindrance to the other. Each contractor shall be responsible to the other for all damage to work, to persons or property caused to the other by its operations, and for loss caused the other due to its unnecessary delays or failure

to finish the Work within the time specified for completion.

B-18 Superintendence

- a) The Contractor shall designate in writing before starting work an individual as authorized representative who shall have the authority to represent and act for the Contractor. This authorized representative shall be present at the site of the work at all times while work is actually in progress on the Contract. When work is not in progress and during periods when work is suspended, arrangements acceptable to the Engineer shall be made for any emergency work which may be required.
- b) The Contractor is solely responsible, at all times, for the superintendence of the Work and for its safety and progress.
- c) Whenever the Contractor or its authorized representative is not present on any particular part of the Work where it may be desired to give direction, orders will be given by the Engineer, which shall be received and obeyed by the superintendent or foreman who may have charge of the particular work in reference to which the orders are given.
- d) Any order given by the Engineer, not otherwise required by the Specifications to be in writing, will on request of the Contractor, be given or confirmed by the Engineer in writing.

B-19 Inspection of Work

- a) Unless otherwise provided, all equipment, materials, and work shall be subject to inspection and testing by the Engineer. The Engineer will observe the progress and quality of the Work and determine, in general, if the Work is proceeding in accordance with the intent of the Contract Documents. The Engineer shall not be required to make comprehensive or continuous inspections to check the quality of the Work, and it shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work. Visits and observations made by the Engineer shall not relieve the Contractor of its obligation to conduct comprehensive inspections of the Work and to furnish proper materials, labor, equipment and tools, and perform acceptable work, and to provide adequate safety precautions, in conformance with the intent of the Contract.
- b) Whenever the Contractor varies the period during which work is carried on each day, it shall give due notice to the Engineer so that proper inspection may be provided. Any work done in the absence of the Engineer shall be subject to rejection. Proper facilities for safe access for inspection to all parts of the Work shall at all times be maintained for the necessary use of the Engineer and other agents of the DISTRICT, and agents of the Federal, State, or Local governments at all reasonable hours for inspection by such agencies to ascertain compliance with laws and regulations.
- c) One or more inspectors may be assigned to observe the Work and to act in matters of construction under this Contract. It is understood that inspectors shall have the power to issue instructions and make decisions within the limitations of the authority of the Engineer. Such inspection shall not relieve the Contractor of its obligation to conduct comprehensive inspections of the work, to furnish proper materials, labor, equipment and tools, and perform acceptable work, and to provide adequate safety precautions in conformance with the intent of the Contract.
- d) The Engineer and its representatives and the DISTRICT and its representatives shall at all times have access to the Work wherever it is in preparation or progress, and the Contractor shall provide safe and convenient facilities for such access and for inspection. If the Specifications, the Engineer's instructions, laws, ordinances, or any public authority require any material, equipment or work to be specifically tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection, and if the inspection is by an authority other than the DISTRICT, of the

time fixed for inspection. Inspections by the Engineer will be made promptly and, where practicable, at the source of supply.

- e) Work performed without inspection may be required to be removed and replaced under proper inspection and the entire cost of removal and replacing, including the cost of DISTRICT-furnished materials used in the Work, shall be borne by the Contractor, regardless of whether or not the Work exposed is found to be defective. Examination of questioned work, other than that installed without inspection, may be ordered by the Engineer and, if so ordered, the work must be uncovered by Contractor. If such work is found to be in accordance with the Contract Documents, the DISTRICT will pay the cost of re-examination and replacement. If such work is found to be not in accordance with the Contract Documents, the Contractor shall pay such cost.
- f) The inspection of the Work shall not relieve the Contractor of its obligation to fulfill the Contract as herein prescribed, or in any way alter the standard of performance provided by the Contractor, and defective work shall be made good and unusable materials may be rejected, notwithstanding that such work and materials have been previously overlooked by the Engineer and accepted or estimated for payment. If the Work or any part thereof shall be found defective, Contractor shall, within ten (10) calendar days, make good such defect in a manner satisfactory to the Engineer. If the Contractor shall fail or neglect to make ordered repairs of defective work or to remove the condemned materials from the Work within ten (10) calendar days after direction by the Engineer in writing, the DISTRICT may make the ordered repairs, or remove the condemned materials, and deduct the cost thereof from any monies due the Contractor.
- g) The Contractor shall furnish promptly without additional charge all facilities, labor and materials reasonably needed by the Engineer for performing all inspection and tests. Contractor shall be charged with any additional cost of inspection when material and workmanship are not ready at the time specified by the Contractor for its inspection.
- h) Where any part of the Work is being done under an encroachment permit or building permit, or is subject to Federal, State, County or City codes, laws, ordinances, rules or regulations, representatives of the government agency shall have full access to the Work and shall be allowed to make any inspection or tests in accordance with such permits, codes, laws, ordinances, rules, or regulations. If advance notice of the readiness of the Work for inspection by the governing agency is required, the Contractor shall furnish such notice to the appropriate agency.
- i) The Engineer may inspect production of the material, or the manufacture of products at the source of supply. Plant inspection, however, will not be undertaken until the Engineer is assured of the cooperation and assistance of both the Contractor and the material producer. The Engineer or its authorized representative shall have free entry at all times to such parts of the plant as concerns the manufacture or production of the materials. Adequate facilities shall be furnished free of charge to make the necessary inspection. The DISTRICT assumes no obligation to inspect materials at the source of supply.
- j) Forty-eight (48) hours prior to work being accomplished, the Contractor will notify the Engineer of the proposed working hours to accomplish the work for that day. Overtime and shift work may be established as a regular procedure by the Contract and with the written permission of the Engineer. Such permission may be revoked at any time. No work other than overtime and shift work established as a regular procedure shall be done between the hours of 7 p.m. and 7 a.m., nor on Sundays or legal holidays, unless if such work as is necessary for the proper care and protection of the work already performed, or in case of an emergency.

All costs for the overtime inspection, including those occurring as a result of overtime and shift work established as a regular procedure, shall be paid for by the Contractor. Overtime inspection shall include inspection required during holidays, Saturdays, Sundays, and any weekday between the hours of 6 p.m and 7 a.m. Such costs will include, but will not necessarily be limited to,

engineering, inspection, general supervision and other expenses which are directly chargeable to the overtime work. All such charges shall be deducted by the DISTRICT from payment due the Contractor.

- k) A prefinal inspection of the Work will be made by the DISTRICT and the Engineer. This inspection shall be made as soon as practical after Contractor has notified the DISTRICT in writing that the Work is ready for this inspection. The prefinal inspection shall be made prior to acceptance of any portion of the Work as being substantially complete and prior to filing the Notice of Completion.

A final inspection of all the Work will be made by the DISTRICT, Engineer, and Contractor.

B-20 Tests

The DISTRICT shall perform or witness all tests specified or required by the Technical Specifications. The responsibility for payment for these tests is also outlined in the Technical Specifications. In general, and unless explicitly stated otherwise, the Contractor is responsible for the performance of all tests required, and the payment for such tests is to be included in the Bid Item to which it relates. No additional payment will be made for the required testing. The Engineer will direct the Contractor to perform such tests as it deems necessary to determine the quality of work or compliance with Contract Documents. The Contractor shall furnish promptly without additional charge all facilities, labor, and material reasonably required for performing safe and convenient tests as may be required by the Engineer. The Contractor shall not be required to reimburse the DISTRICT for tests performed by the DISTRICT or Engineer above and beyond those outlined in the plans or specifications. If samples of materials are submitted which fail to pass the specified tests, the Contractor shall pay for all subsequent tests.

B-21 Removal of Rejected and Unauthorized Work and Materials

- a) All work or materials which have been rejected shall be remedied, or removed and replaced by the Contractor in an acceptable manner and no compensation will be allowed it for such removal, replacement, or remedial work.
- b) Any work done beyond the lines and grades shown on the plans or established by the Engineer or any extra work done without written authority will be considered as unauthorized work and will not be paid for. Upon order of the Engineer, unauthorized work shall be remedied, removed, or replaced at the Contractor's expense.
- c) Upon failure of the Contractor to comply with any order of the Engineer made under this Section, the DISTRICT may cause rejected or unauthorized work to be remedied, removed or replaced, and may deduct the costs therefor from any monies due or to become due the Contractor.
- d) If following the installation of any equipment furnished hereunder, defects requiring correction by the Contractor are found, the DISTRICT shall have the right to operate such unsatisfactory equipment and make reasonable use thereof until the equipment can be shut down for correction of defects without injury to the DISTRICT.

B-22 Deductions for Uncorrected Work

If the Engineer deems it inexpedient to correct work damaged or not done in accordance with the Contract, an equitable deduction from the Contract price shall be made therefor, and such sum may be withheld by DISTRICT from Contractor's payment.

B-23 Equipment and Plants

- a) If equipment is acquired by the contractor under this project and paid for by the DISTRICT, the use and disposition of the equipment shall be in compliance with 2 CFR Section 200.313.

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- b) Only equipment and plants suitable to produce the quality of work and materials required will be permitted to operate on the project.
- c) Plants will be designed and constructed in accordance with general practice for such equipment and shall be of sufficient capacity to insure the production of sufficient material to carry the Work to completion within the time limit.
- d) The Contractor shall provide adequate and suitable equipment and plants to meet the above requirements, and when ordered by the Engineer, shall remove unsuitable equipment from the Work and discontinue the operation of unsatisfactory plants.
- e) The Contractor shall identify each piece of its equipment, other than hand tools, by means of an identifying number plainly stenciled or stamped on the equipment at a conspicuous location, and shall furnish to the Engineer a list giving the description of each piece of equipment and its identifying number. In addition, the make, model number and empty gross weight of each unit of compacting equipment shall be plainly stamped or stenciled in a conspicuous place on the unit. The gross weight shall be either the manufacturer's rated weight or the scale weight.
- f) In the case of termination of this Contract before completion from any cause whatever, the Contractor, if notified to do so by the DISTRICT, shall promptly remove any part or all of its equipment and supplies from the property of the DISTRICT. If the Contractor fails to do so, the DISTRICT shall have the right to remove such equipment and supplies at the expense of the Contractor.

B-24 Character of Worker

The Contractor shall employ only competent Subcontractors or skillful workers to do the work. If any Subcontractor, or person employed by the Contractor or any Subcontractor shall fail or refuse to carry out the directions of the DISTRICT or its agents or shall appear to the DISTRICT or its agents to be incompetent or to act in a disorderly or improper manner, they shall be removed from the project Work immediately on the requisition of the DISTRICT or its agents, and such person shall not again be employed on the Work. Such discharge shall not be the basis for any claim for compensation or damages against the DISTRICT, or any of its officers or agents.

B-25 Separate Contracts

The DISTRICT reserves the right to let other contracts in connection with this work. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate its work with the other contractor's work.

If any part of the Contractor's work depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report to the Engineer any defects in such work that render it unsuitable for such proper execution and results. The Contractor's failure to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of its work, except as to defects which may develop in the other contractor's work after the execution of its work.

To ensure the proper execution of its subsequent work, the Contractor shall measure work already in place and shall at once report to the Engineer any discrepancy between the executed work and the Drawings.

The DISTRICT may perform additional Work related to the Project itself, or it may let other contracts containing provisions similar to these. The Contractor will afford the other contractors who are parties to such contracts (or the DISTRICT, if the DISTRICT is performing the additional Work itself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of Work and shall properly connect and coordinate his Work with theirs.

If the performance of additional Work by other contractors or the DISTRICT is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the Contractor prior to starting any such additional Work. If the Contractor believes that the performance of such additional Work by the DISTRICT or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefore as provided in Section B-7 of this Contract.

B-26 Materials, Services and Facilities

- a) Unless otherwise specifically stated in the Contract Documents, the Contractor shall furnish all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature on all of the facilities necessary for the execution and completion of the Work. Unless otherwise specified, all materials shall be new and shall be manufactured, handled, and installed in a workmanlike manner to ensure completion of the Work in accordance with the Contract Documents. The Contractor shall, upon request of the Engineer, furnish satisfactory evidence as to the kind and quality of materials.
- b) Where materials are to be furnished by the DISTRICT, the type, size, quantity and location at which they are available will be stated in the Contract Documents.
- c) Manufacturers' warranties, guarantees, instruction sheets and parts listed, which are furnished with certain articles or materials incorporated in the Work, shall be delivered to the Engineer before acceptance of the Contract.
- d) Manufactured articles, materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
- e) Materials, supplies and equipment shall be in accordance with samples submitted by the Contractor and approved by the Engineer.
- f) Materials, supplies or equipment to be incorporated into the Work shall not be purchased by the Contractor or the Subcontractor subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.
- g) The completed Work shall include all necessary permanent safety devices, such as machinery guards and similar ordinary safety items required by the State and Federal (OSHA) industrial safety authorities and applicable local and national codes. Further, any features of the Work subject to such safety regulations shall be fabricated, furnished, and installed in compliance with these requirements. Prior to performing Work specified herein, the Contractor shall request an inspection by a State Industrial Safety representative for the purpose of determining that the facilities provided are in compliance with the State and Federal safety requirements. Any facilities which are deemed necessary by official response following the above safety inspection shall be added or corrected as required as a part of the Contract Work. However, no payment will be made to the Contractor for such changes or additions to equipment furnished under this Contract since it is a requirement of these Specifications that such equipment be manufactured or fabricated in such a manner as to be in conformance with all Federal, State, and local safety requirements. The Contractor shall notify all manufacturers, equipment suppliers, and Subcontractors of the provisions of this article.
- h) In approving equipment for installation in the project, the DISTRICT and Engineer assume no responsibility for injury or claims resulting from failure of the equipment to comply with applicable National, State, and local safety codes or requirements, or the safety requirements of a recognized agency, or failure due to faulty design concepts, or defective workmanship and materials.
- i) All materials incorporated into the job shall be new, especially purchased for the project unless otherwise specified or agreed in writing. Unless otherwise noted, any equipment offered shall be current modifications which have been in successful regular operation under comparable

conditions for a period sufficient to determine the reliability of the product. This time requirement, however, does not apply to minor details nor to thoroughly demonstrated improvements in design or in materials of construction.

- j) Whenever the Contractor shall furnish materials or manufactured articles or shall do work for which no detailed specifications are set forth, the materials or manufactured articles shall be of the best grade in quality and workmanship obtainable in the market from firms of established good reputation, or, if not ordinarily carried in stock, shall conform to the usual standards of first-class materials or articles of the kind required with due consideration of the use to which they are to be put. In general, the work performed shall be in full conformity and harmony with the intent to secure the best standard of construction and equipment of the work as a whole or in part.
- k) If there is a residual inventory of unused supplies exceeding \$5,000 in total fair market value upon completion of the Project, the Contractor shall notify the DISTRICT and provide unused supplies to the location and at the time arranged, for unloading and storage. The DISTRICT shall compensate the grant awarding agency for its share (2 CFR Section 200.314).

B-27 Storage of Materials

Materials shall be so stored as to ensure the preservation of their quality and fitness for the Work. When considered necessary, they shall be placed on wooden platforms or other hard, clean surfaces, and not on the ground, and they shall be placed under cover. Stored materials shall be located so as to facilitate prompt inspection. Private property shall not be used for storage purposes without the written permission of the owner or lessee.

Electrical equipment, devices, and motors shall be placed in dry and warm storage as approved by the Engineer.

All equipment and materials which are not to be painted (such as aluminum and stainless steel) and all factory finished or coated equipment and materials which are not to be painted, that are installed prior to completion of adjacent work, shall be completely covered and protected.

Articles or materials to be incorporated in the Work shall be stored in such a manner as to ensure the preservation of their quality and fitness for the Work, and to facilitate inspection.

B-28 Trade Names and Alternatives

For convenience in designation in the Specifications and Plans, certain articles or materials to be incorporated in the Work may be designated under a trade name or the name of a manufacturer and its catalog information. The use of an alternative article or material which is of equal quality and of the required characteristics for the purpose intended will be permitted, subject to the following requirements:

- a) The burden of proof as to the quality and suitability of alternatives shall be upon the Contractor and it shall furnish all information necessary as required by the Engineer. The Engineer shall be the sole judge as to the quality and suitability of alternative articles or materials and its decision shall be final.
- b) Whenever the Specifications and Plans permit the substitution of a similar or equivalent material or article, no tests or action relating to the approval of such substitute material or article will be made until the request for substitution is made in writing by the Contractor accompanied by complete data as to the equality of the material or article proposed. Such request by the Contractor must be made within thirty-five (35) calendar days after award of Contract.

B-29 Certificate of Compliance

- a) A Certificate of Compliance shall be furnished prior to the use of any materials for which the

Technical Specifications require that such a certificate be furnished. In addition, when so authorized in the Specifications, the Engineer may permit the use of certain materials or assemblies prior to sampling and testing if accompanied by a Certificate of Compliance. The Certificate shall be signed by the manufacturer of the material or the manufacturer of assembled materials and shall state that the materials involved comply in all respects with the requirements of the Contract. A Certificate of Compliance shall be furnished with each lot of material delivered to the Work and the lot so certified shall be clearly identified in the Certificate.

- b) All materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The fact that material is used on the basis of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material in the Work which conforms to the requirements of the Contract Documents and any such material not conforming to such requirements will be subject to rejection whether in place or not.
- c) The DISTRICT reserves the right to refuse to permit the use of material on the basis of a Certificate of Compliance.
- d) The form of the Certificate of Compliance and its disposition shall be as directed by the Engineer.

B-30 Assignment

The Contractor shall not assign the Contract or sublet it as a whole or in part without the prior written consent of the DISTRICT, nor shall the Contractor assign any monies due, or to become due to it hereafter, without the prior written consent of the DISTRICT.

B-31 Use of Completed Portions, Right to Operate Unsatisfactory Equipment or Facilities

- a) The DISTRICT may, at any time, and from time to time, during the performance of the Work, enter the work site for the purpose of installing any necessary work by the DISTRICT labor or other contracts, and for any other purpose in connection with the installation of facilities. In doing so, the DISTRICT shall endeavor not to interfere with the Contractor and the Contractor shall not interfere with other work being done by or on behalf of the DISTRICT.
- b) If, prior to completion and final acceptance of all the Work, the DISTRICT takes possession of any structure or facility (whether completed or otherwise) comprising a portion of the Work with the intent to retain possession thereof (as distinguished from temporary possession contemplating the return to the Contractor), then, while the DISTRICT is in possession of the same, the Contractor shall be relieved of liability for loss or damage to such structure other than that resulting from the Contractor's fault or negligence. Such taking of possession by the DISTRICT shall not relieve the Contractor from any provisions of this Contract respecting such structure, other than to the extent specified in the preceding sentence, nor constitute a final acceptance of such structure or facility.
- c) If, following installation of any equipment or facilities furnished by the Contractor, defects requiring correction by the Contractor are found, the DISTRICT shall have the right to operate such unsatisfactory equipment or facilities and make reasonable use thereof until the equipment or facilities can be shut down for correction of defects without injury to the DISTRICT.

B-32 Lands for Work, Right-of-Way Construction Roads

- a) The DISTRICT will provide the lands, easements, and/or rights-of-way necessary or other rights to enter and work on lands necessary for the performance of the Work. The project site is owned by the DISTRICT. Other permits and licenses are addressed by sections B-13 and B-49. Should the Contractor find it advantageous to use any additional land for any purpose whatsoever, the Contractor shall provide for the use of such land at its expense. The Engineer shall be furnished with a copy of written agreements or otherwise be notified in writing of additional working space which is acquired. Nothing herein contained and nothing marked on the Plans shall be interpreted

as giving the Contractor exclusive occupancy of the territory provided by the DISTRICT. When two or more contracts are being executed at one time on the same or adjacent land in such a manner that work on one contract may interfere with that on another, the Engineer shall decide which contractor shall cease work, and which shall continue, or whether the work on both contracts shall progress at the same time and in what manner, and the decision of the Engineer shall be final and binding. When the territory of one contract is the necessary or convenient means of access for the performance of another contract, such privilege of access or any other reasonable privilege may be granted by the Engineer to the contractor so desiring, to the extent, amount, in the manner, and at the time permitted. No such decision as to the method or time of conducting the work or the use of territory shall be the basis of any claim for delay or damage.

- b) Lands, easements or rights-of-way to be furnished by the DISTRICT for construction operations will be specifically shown on the Plans in the form of a clearly defined limits of work.
- c) The Contractor shall construct and maintain all roads necessary to reach the various parts of the Work and for the transportation thereto of construction material and personnel. The cost of constructing and maintaining such roads shall be borne by the Contractor.

B-33 District's Right to Audit and Preservation of Records

- a) The DISTRICT is responsible for obtaining audits in accordance with the Single Audit Act of 1996, in compliance with 2 CFR Section 200 Subpart F. The Contractor shall facilitate the completion of such an audit as it relates to the Contractor's work on this project.
- b) The Contractor shall maintain books, records and accounts of all costs in accordance with generally accepted accounting principles and practices. The DISTRICT, the Comptroller General of the United States, State of California, and its authorized representatives shall have the right to audit the books, records and accounts of the Contractor under any of the following conditions:
 - (i) The Contract is terminated for any reason in accordance with the provisions of the Contract Documents in order to arrive at equitable termination costs;
 - (ii) In the event of a disagreement between the Contractor and the DISTRICT over the amount due the Contractor under the terms of the Contract;
 - (iii) To check or substantiate any amounts invoiced or paid which are required to reflect the costs of the Contractor, or the Contractor's efficiency or effectiveness under this Contract or in connection with extras, changes, claims, additions, backcharges, or others, as may be provided for in this Contract; and/or
 - (iv) If it becomes necessary to determine the DISTRICT's rights and the Contractor's obligations under the Contract or to ascertain facts relative to any claim against the Contractor which may result in a charge against the DISTRICT;
 - (v) To determine any difference in cost occasioned by a permissible substitution;
 - (vi) To make audits, examinations, excerpts, and transcriptions pertinent to the loan financing on this project.
 - (vii) For any other reason in the DISTRICT's sole judgment.
- c) If any of the conditions stated in paragraph B-33(b)a) are satisfied, Contractor shall provide the DISTRICT (or its representatives), unlimited, reasonable access during working hours to the Contractor's books and records under the conditions stated above. The DISTRICT's audit rights shall be liberally construed in the DISTRICT's favor.
- d) The Contractor, from the effective date of final payment or termination hereunder, shall preserve and make available to the DISTRICT for a period of three (3) years thereafter, at all reasonable times at the office of the Contractor (but without any charge to the DISTRICT), all its books, records, documents, photographs, micro-photographs, and other evidence bearing on the costs and expenses of the Contractor under this Contract and relating to the Work hereunder.

- e) In accordance with 2 CFR Section 200.512, financial and programmatic records related to expenditure of funds on grant-supported projects shall be maintained at least 3 years following the date the grantee submits its final expenditure report on the project.
- f) The DISTRICT will make all payments required of it under this Contract subject to audit, under circumstances stated above, which audit may be performed at the DISTRICT's option, either during the Contract time period or during the record retention time period. Regardless of authorization, approval or acceptance, signatures or letters which are given by the DISTRICT and are part of the DISTRICT's control systems or are requested by the Contractor, the payments made under this Contract shall not constitute a waiver or agreement by the DISTRICT that it accepts as correct the billings, invoices or other charges on which the payments are based. If the DISTRICT's audit produces a claim against the Contractor, the DISTRICT may pursue all its legal remedies even though it has made all or part of the payments required by this Contract.
- g) If any audit by the DISTRICT or its representative discloses an underpayment by the DISTRICT pursuant to the terms of the Contract Documents, the DISTRICT shall have the duty to pay any amount found by the audit to be owed to the Contractor. If such audit discloses an overpayment, the Contractor shall have the obligation to reimburse the DISTRICT for the amount of the overpayment. The DISTRICT's right to claim reimbursement from the Contractor of any overpayment shall not be terminated or waived until three years after the completion of the DISTRICT's audit or upon the termination of audit rights under subparagraph B-33(d), whichever date is later. The obligation of the Contractor to make reimbursements hereunder shall not terminate except as provided by law.

The DISTRICT's right to audit and the preservation of records shall terminate at the end of three (3) years after the date final payment is made or termination of the Contract. The Contractor shall include this "Right to Audit and Preservation of Records" clause in all subcontracts issued by it shall require the same to be inserted by all lower tier Subcontractors in their subcontracts, for any portion of the Work. Should Contractor fail to include this clause in any such contract or lower tier contract, or otherwise fail to ensure the DISTRICT's rights hereunder, Contractor shall be liable to the DISTRICT for all costs, expenses and attorney's fees which the DISTRICT may have to incur obtaining or attempting to obtain an audit or inspection of or the restoration of records which otherwise have been available to the DISTRICT from said persons under this clause. Such audit may be conducted by the DISTRICT or its authorized representative.

ARTICLE III. PROGRESS AND COMPLETION OF WORK

B-34 Progress Schedule

The Contractor shall submit to the DISTRICT such schedules of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data, where applicable, as are required by the Contract Documents for the Work to be performed.

Prior to the first partial payment estimate, the Contractor shall submit construction progress schedules showing the order in which it proposes to carry on the Work, including dates at which it will start the various parts of the Work, estimated date of completion of each part and as applicable:

- a) The dates at which special detail drawings will be required; and
- b) Respective dates for submission of shop drawings, the beginning of manufacture, the testing and the installation of materials, supplies, and equipment.
- c) The Contractor shall also submit a schedule of payments that it anticipates it will earn during the course of the Work.

The progress schedules shall be submitted regularly and shall cover a time period satisfactory to the Engineer. The Contractor shall also forward to the Engineer, with the request for progress payment each month, a summary report of the progress of the various parts of the Work under the Contract in the shops and in the field, stating the existing status, rate of progress, estimated time of completion, and cause of delay, if any. If the Work is behind the submitted schedule, the Contractor shall submit in writing a plan acceptable to the DISTRICT and Engineer for bringing the Work up to schedule.

B-35 Commencement and Progress of the Work and Time of Completion

Prior to the start of construction, the DISTRICT will conduct a preconstruction conference. At the conference, the DISTRICT will review the planned development with the Engineer, Contractor, and other interested parties. Items to be reviewed include materials, equipment, rights-of-way, schedules and all arrangements for prosecuting the Work.

The Contractor shall begin work within twenty-one (21) calendar days after receiving a Notice to Proceed and shall diligently prosecute the work to completion within one hundred forty (140) calendar days after beginning work. Engineer shall have the right to specify the locations where Contractor shall start and proceed with the Work.

B-36 Suspension of Work

- a) The Engineer may at any time, by notice in writing to the Contractor, suspend any part of the Work for such period of time as may be necessary to prevent improper execution of the Work on the project by the Contractor, its Subcontractors or agents, and the Contractor shall have no claim for damages or additional compensation on account of any such suspension.
- b) The DISTRICT may at any time suspend any part or all of the Work upon ten (10) calendar days written notice to the Contractor, who shall thereupon discontinue all Work suspended except for all operations to prevent loss or damage to Work already executed as may be directed by the Engineer. In the event a part of the Work is suspended, the Contractor, if the suspension is not through its fault or the fault of its Subcontractors or agents, shall be paid on the same basis as Extra Work for costs of work performed in accordance with such orders of the Engineer during such suspension, provided that this shall not include any cost pertaining to Work not suspended by said notice. Work shall be resumed by the Contractor after such suspension on written notice from the DISTRICT. In the event of suspension of the entire Work by the DISTRICT, the Contractor, if the suspension is not through fault of the Contractor or the fault of its Subcontractors or agents,

shall be paid the sum of \$500.00 for each calendar day during which the entire Work shall have been suspended. Said sum is hereby mutually agreed upon as fixed and liquidated damages in full settlement of all costs and expenses, losses and damages resulting to the Contractor from such suspension. Work shall be resumed by the Contractor after such suspension on written notice from the DISTRICT.

- c) In the event of any suspension of the Work in whole or in part under subsection (b) above, the Contractor shall be entitled to an extension of time wherein to complete the Work to the extent of the delay caused the Contractor thereby.
- d) In the event the entire Work shall be suspended by order of the DISTRICT, as hereinabove provided, and shall remain so suspended for a period of sixty (60) consecutive calendar days, through no fault of the Contractor, and notice to resume the Work shall not have been served on the Contractor as hereinabove provided, Contractor may, at its option, by written notice to the DISTRICT, terminate the Contract in the same manner as if the termination had been initiated by the DISTRICT, and the DISTRICT shall have no claim for damages because of such termination of the Contract.
- e) If, through no act or fault of the Contractor, the Work is suspended for a period of more than ninety (90) calendar days by the DISTRICT or under an order of Court or other public authority, or the Engineer fails to act on any request for payment within thirty (30) calendar days after it is submitted, or the DISTRICT fails to pay the Contractor substantially the sum approved by the Engineer or any final award by arbitration or litigation within sixty (60) calendar days of its approval and presentation, then the Contractor may, after ten (10) calendar days from delivery of a written notice to the DISTRICT and the Engineer, terminate the Contract and recover from the DISTRICT payment for all Work executed and all expenses sustained.

In addition and in lieu of terminating the Contract, if the Engineer has failed to act on a request for payment or if the DISTRICT has failed to make any payment as aforesaid, the Contractor may upon ten (10) calendar days written notice to the DISTRICT and the Engineer stop the Work until he has been paid all amounts then due, in which event and upon resumption of the Work, Change Orders shall be issued for adjusting the Contract Price or extending the Contract Time or both to compensate for the costs and delays attributable to the stoppage of the Work.

If the performance of all or any portion of the Work is suspended, delayed, or interrupted as a result of a failure of the DISTRICT or Engineer to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, an adjustment in the Contract Price or an extension of the Contract Time, or both, shall be made by Change Order to compensate the Contractor for the costs and delays necessarily caused by the failure of the DISTRICT or Engineer.

If the Contractor intends to file a claim for additional compensation for a delay caused by the DISTRICT or Engineer at a particular time, the Contractor shall file a Notice of Claim with the DISTRICT within seven (7) calendar days of the beginning of the occurrence. The Notice of Claim shall be in duplicate, in writing, and shall state the circumstances and the reasons for the Claim, but need not state the amount. No Claim for additional compensation will be considered unless a Notice of Claim has been filed with the DISTRICT within the time and in the manner stated above. Contractor's failure to file a claim shall constitute a waiver.

B-37 Termination For Default - Damages For Delay - Timely Extension

- a) The Contractor shall at all times employ such force, plant, materials, and tools as will be sufficient, in the opinion of the Engineer, to prosecute the Work at not less than the rates fixed under the terms of the Contract and to complete the Work or any part thereof within the time limits fixed therein. If the Contractor refuses or fails to prosecute the Work, or any separable part thereof, with

such diligence as will ensure the completion within the time specified in the Contract, or any extension thereof, or fails to complete said Work within such time, the DISTRICT may, after giving ten (10) calendar days written notice to the Contractor, terminate its right to proceed with the Work or such part of the Work as to which there has been delay.

- b) The Contractor's right to proceed shall not be so terminated nor the Contractor charged with resulting damage if:
 - (i) The delay in the completion of the Work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to Acts of God, acts of the public enemy, acts of the DISTRICT, acts of another contractor in the performance of a Contract with the DISTRICT, fires, floods, excluding site flooding due to groundwater, epidemics, quarantine restrictions, unusually severe weather, as determined by the Engineer; and
 - (ii) The Contractor shall, within 48 hours of the start of the occurrence, give notice to the DISTRICT of the cause of the potential delay and an estimate of the possible time extension involved. The Contractor, within seven (7) calendar days from the beginning of any such delay (unless the Engineer grants further period of time before the date of final payment under the Contract), notifies the Engineer in writing of the causes of delay and requests an extension of time.
 - (iii) The Engineer shall ascertain the facts and the extent of the delay and extend the time for completing the Work when, in its judgment, the findings of fact justify such an extension, and its findings of fact shall be final and conclusive on the parties.
- c) A request for an extension of time, or the granting of an extension of time, shall not constitute a basis for any claim against the DISTRICT for additional compensation or damages unless caused by the DISTRICT or another contractor employed by the DISTRICT.
- d) If the Contractor should be adjudged bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for the Contractor on account of its insolvency and not be discharged within ten (10) calendar days after its appointment, or if the Contractor should fail to make prompt payments to Subcontractors or suppliers, or should it persistently disregard laws, ordinances, or the instructions of the Engineer, or otherwise commit a substantial violation of any provisions of the Contract, the DISTRICT may, after giving ten (10) calendar days written notice to the Contractor, terminate the Contract and the Contractor's right to proceed with the Work.
- e) No extension of time will be considered for time lost due to weather conditions normal to the area. Unusual weather conditions, if determined by the Engineer to be of a severity that could not be predicted, may be considered as cause for an extension of Contract completion time.
- f) Delays in delivery of equipment or material purchased by the Contractor or his Subcontractors shall not be considered as a just cause for delay. The Contractor shall be fully responsible for the timely ordering, scheduling, expediting delivery, and installation of all equipment and materials.
- g) The rights and remedies of the DISTRICT provided in this section are in addition to any of the rights and remedies provided by law or under this Contract.
- h) In addition to the DISTRICT's rights under this section, if at any time before completion of the work under the Contract, it shall be determined by the DISTRICT that reasons beyond the control of the parties hereto render it impossible or against the interests of the DISTRICT to complete the Work, or if the Work shall be stopped by an injunction of a court of competent jurisdiction or by order of any competent authority, the DISTRICT may, upon ten (10) calendar days written notice to the Contractor, discontinue the Work and terminate the Contract. Upon service of such notice of termination, the Contractor shall discontinue the Work in such manner, sequence, and at such

times as the Engineer may direct. The Contractor shall have no claim for damages for such discontinuance or termination, nor any claim for anticipated profits on the Work thus dispensed with, nor any other claim except for the Work actually performed up to the time of discontinuance, including any extra work ordered by the Engineer to be done, nor for any claim for liquidated damages in accordance with the provisions of Section B-39.

B-38 Rights of DISTRICT Upon Termination

- a) In the event the right of the Contractor to proceed with the Work, or any portion thereof, has been terminated because of the fault of the Contractor and the Contractor has been given ten (10) calendar days' notice to cure such fault and has not done so, the DISTRICT may take over the Work and prosecute the same to completion by contract or any other method the DISTRICT deems expedient, and may take possession of and utilize in completing the Work such materials, appliances, equipment and plant as may be on the site of the Work and necessary therefor. Whether or not the Contractor's right to proceed with the Work is terminated, it and its sureties shall be liable for all damages including costs of managerial and administrative services, engineering, legal and other consultant fees, sustained or incurred by the DISTRICT in enforcing the provisions of Section B-37 and in completing or causing to complete the Contract Work.
- b) Upon termination the Contractor shall not be entitled to receive any further payment until the Work is finished. If upon completion of the Work the total cost to the DISTRICT, including engineering, legal and other consultant fees, costs of managerial and administrative services, construction costs, and liquidated damages shall be less than the amount which would have been paid if the Work had been completed by the Contractor in accordance with the terms of the Contract, then the difference shall be paid to the Contractor in the same manner as the final payment under the Contract. If the total cost incurred by the DISTRICT on account of termination of the Contract and subsequent completion of the Work by the DISTRICT by whatever method the DISTRICT may deem expedient shall exceed said amount which the Contractor would otherwise have been paid, the Contractor and its sureties shall be liable to the DISTRICT for the full amount of such excess expense.
- c) The rights and remedies of the DISTRICT provided in this section are in addition to any of the rights and remedies provided by the law or under this Contract.

B-39 Failure to Complete the Work in the Time Agreed Upon - Liquidated Damages

- a) Liquidated Damages - It is agreed by the parties to the Contract that time is of the essence; and that in case all the Work is not completed before or upon the expiration of the time limit as set in the Bid, Contract and Progress Schedule, or within any time extensions that may have been granted, damage will be sustained by the DISTRICT; and that it may be impracticable to determine the actual amount of damage by reason of such delay; and it is, therefore, agreed that the Contractor shall pay to the DISTRICT as damages the amount of \$750.00 per day for each and every day's delay in finishing the Work in excess of the number of days specified. The parties expressly agree that this liquidated damage clause is reasonable under the circumstances existing at the time the Contract was made. The DISTRICT shall have the right to deduct the amount of liquidated damages from any money due or to become due the Contractor.
- b) In addition, the DISTRICT shall have the right to charge to the Contractor and to deduct from the final or progress payments for the Work the actual cost to the DISTRICT of legal, engineering, inspection, superintendence, and other expenses, which are directly chargeable to the Contract and which accrue during the period of such delay, except that the cost of final inspection and preparation of the final estimate shall not be included in the charges.
- c) Exclusions - Notwithstanding the provisions of subsection (a), the Contractor shall not be liable for liquidated damages or delays caused by the removal or relocation of utilities when such removal or

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relocation is the responsibility of the DISTRICT or the owner of the utility under Government Code Section 4215.

B-40 Clean-up

During the progress of the Work, the Contractor shall maintain the site and related structures and equipment in a clean, orderly condition and free from unsightly accumulation of rubbish. Upon completion of Work and before the final estimate is submitted, the Contractor shall at its own cost and expense remove from the vicinity of the Work all plants, buildings, rubbish, unused work materials, concrete forms, and temporary bridging and other like materials, belonging to it or used under its direction during the construction, and in the event of its failure to do so, the same may be removed by the DISTRICT after ten (10) calendar days' notice to the Contractor, such removal to be at the expense of the Contractor. Where the construction has crossed yards or driveways, they shall be restored by the Contractor to the complete satisfaction of the Engineer, at the Contractor's expense.

ARTICLE IV. LEGAL RELATIONS AND RESPONSIBILITY

B-41 Compliance with Laws - Permits, Regulations, Taxes

Contractor is an independent contractor and shall at its sole cost and expense comply with all laws, rules, ordinances and regulations of all governing bodies having jurisdiction over the Work, obtain all necessary permits and licenses therefor, pay all manufacturers' taxes, sales taxes, use taxes, processing taxes, and all Federal and State taxes, insurance and contributions for social security and unemployment which are measured by wages, salaries or any remuneration paid to Contractor's employees, whether levied under existing or subsequently enacted laws, rules, or regulations. Contractor shall also pay all property tax assessments on materials or equipment used until acceptance by the DISTRICT. If any discrepancy or inconsistency is discovered in the Plans or Specifications, or in this Contract in relation to any such law, rule, ordinance, regulation, order or decree, the Contractor shall forthwith report the same to the Engineer in writing. It shall also protect and indemnify the DISTRICT, the Engineer, and all of the DISTRICT's officers, agents, and servants against any claim or liability arising from or based upon the violation of any such law, rule, ordinance, regulation, order or decree, whether by the Contractor itself or by its employees. Particular attention is called to the following:

- a) Without limitation, materials furnished and performance by Contractor hereunder shall comply with Safety Orders of the Division of Industrial Safety, State of California, Federal Safety regulations of the Bureau of Labor, Department of Labor; and any other applicable Federal regulations.

The Contractor, upon request, shall furnish evidence satisfactory to the DISTRICT and Engineer that any or all of the foregoing obligations have been or are being fulfilled. The Contractor warrants to the DISTRICT that it is licensed by all applicable governmental bodies to perform this Contract and will remain so licensed throughout the progress of the Work, and that it has, and will have, throughout the progress of the Work, the necessary experience, skill and financial resources to enable it to perform this Contract.

Government code section references shall be interpreted to be the most recent applicable version.

B-42 Prevailing Wage

- a) The Contractor shall forfeit as penalty to the DISTRICT the sum of Two Hundred Dollars (\$200) for each calendar day or portion thereof for each worker (whether employed by the Contractor or Subcontractor) paid less than the stipulated prevailing rates for any Work done under the Contract in violation of the provisions of the Labor Code and in particular, Section 1775.
- b) The DISTRICT will not recognize any claims for additional compensation because of the payment of the wages set forth in the Contract Documents. The possibility of wage increases is one of the elements to be considered by the Contractor in determining its proposal, and will not under any circumstances be considered as the basis of a claim against the DISTRICT or the Engineer.
- c) The Contractor shall at all times keep posted at the jobsite current wage rates in effect for this Work.
- d) This is a Public Works Project funded with State of California grant money. Therefore CA State prevailing wage rates will be required on this project. The DISTRICT requires that all contractors and subcontractors working on this project keep certified payroll records in accordance with California Labor Code 1776 and submit copies to the DISTRICT.
 - (i) In accordance with the provisions of section 1720 et seq. of the Labor Code, the Division of Labor Standards and Research has determined the general prevailing rates or wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in section 1773.8.
 - (ii) It shall be mandatory upon the Contractor herein and upon any Subcontractor to pay not

- less than the said specified rates to all laborers, workers and mechanics employed by them in the execution of the Agreement pursuant to CA Labor Code 1774.
- (iii) Attention is directed to the provisions in section 1777.5 and sections 1777.6 of the Labor Code concerning the requirement to employ apprentices by the Contractor or any Subcontractor under it. The Contractor shall submit documentation to the DISTRICT confirming compliance with these requirements.
 - (iv) The Contractor shall comply with and shall cause his subcontractors to comply with all laws and regulations governing the contractor's and subcontractor's performance on this project including, but not limited to: anti-discrimination laws, workers' compensation laws, and prevailing wage laws as set forth in CA Labor Code, Sections 1720-1861 et seq. and licensing laws, as well as Federal Labor Standards set forth in the Davis-Bacon Act (40 USC 276(a-a5), the Copeland "Anti-Kickback" Act (40 USC 276(c); and the Contract Work Hours and Safety Standards Act (CWHSSA) (40 USC 327-333). The contractor is required to include the prevailing wage language in all subcontracts pursuant to CA Labor Code 1775(E)(b)(1). The Contractor shall post, at appropriate conspicuous points on the site of the Project, a schedule showing all the determined general prevailing wage rates.
 - (v) The Contractor agrees to comply with Labor Code Section 1775 (Payment of the Prevailing Wage Rates) and Labor Code 1776 (keeping accurate records) and Labor Code 1777.5, placing responsibility for compliance with the statutory requirements for all apprenticeable occupations on the prime contractor. The Contractor shall comply with the requirements imposed by the California Labor Code Sections 1720 through 1861 regarding public works projects and prevailing wage laws and sections 16000-16800 of the CA Code of Regulations.
 - (vi) Each worker needed to execute the work must be paid travel and subsistence payments as defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.
 - (vii) Holiday and overtime work when permitted by law shall be paid for at a rate of at least one and one-half times the above specified rate of per diem wages, unless otherwise specified.
 - (viii) Contractors and any Subcontractors shall be assessed penalties for violating the following labor codes; CA Labor Code 1813 for overtime, 1775 for underpayment of the prevailing wage, and 1776 for inaccurate or incomplete payroll records.

B-43 Labor Compliance and Discrimination

Pursuant to Labor Code section 1771.4, the Contract for this Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

- a) On each job site that is subject to compliance monitoring and enforcement by the Department of Industrial Relations under this subchapter, the prime contractor shall post a Notice containing the following language:

"This public works project is subject to monitoring and investigative activities by the Division of Labor Standards Enforcement (DLSE), Department of Industrial Relations, State of California. This Notice is intended to provide information to all workers employed in the execution of the contract for public work and to all contractors and other persons having access to the job site to enable the DLSE to ensure compliance with and enforcement of prevailing wage laws on public works projects."

"The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate job site posting of minimum prevailing rates required to be maintained by the public entity which awarded the public works contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the DLSE."

Local Office Contact Information:

Telephone Number: 844-522-6734
Address: BOFE – Public Works
Attn: Complaints Unit
2031 2031 Howe Ave, Suite 100
Sacramento, CA 95825

“Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws due to the short period of time following the completion of the project that the DLSE may take legal action against those responsible.”

“Complaints should contain details about the violations alleged (for example, wrong rate paid, not all hours paid, overtime rate not paid for hours worked in excess of 8 per day or 40 per week, etc) as well as the name of the employer, the public entity which awarded the public works contract, and the location and name of the project.”

“For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office. Complaint forms are also available at the Department of Industrial Relations website found at www.dir.ca.gov/dlse/PublicWorks.html.”

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

- a) No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of such persons, except as provided in Section 12940 of the Government Code, and every Contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter.

Federal Equal Opportunity Clauses from 41 CFR 60 1.4(b) also apply. See Part 4 for detailed outline of Federal requirements. See Part 5 for required Non-discrimination Form.

B-44 Eight-Hour Day Limitation

- a) In accordance with the provisions of the Labor Code, and in particular, Sections 1810 to 1815 thereof, inclusive, eight hours labor shall constitute a day's work, and no worker, in the employ of said Contractor, or any Subcontractor, doing or contracting to do any part of the Work contemplated by this Contract, shall be required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of those provisions; provided that subject to Labor Code Section 1815, a worker may perform work in excess of either eight (8) hours per day or forty (40) hours during any one week upon compensation for all hours worked in excess of eight (8) hours per day or forty (40) hours during any one week at not less than one and one-half times the basic rate of pay.
- b) The Contractor and each Subcontractor shall also keep an accurate record showing the names, addresses, social security numbers, work classifications, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and by the Subcontractor in connection with the work specified herein, which record shall be open at all reasonable hours to the inspection of the DISTRICT, State and Federal officers and agents; and it is hereby further agreed that, except as provided in (a) above, the Contractor shall forfeit as a penalty to the DISTRICT the sum of one hundred dollars (\$100) for each worker employed in the performance of this Contract by it or by any Subcontractor under it for each calendar day during which such worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of Sections 1810 through 1815.

B-45 Compliance with State Requirements for Employment of Apprentices

The Contractor's attention is directed to Section 1777.2 through 1777.5 of the Labor Code; provisions of those Sections pertaining to employment of registered apprentices are hereby incorporated by reference into these Specifications. As applicable, the Contractor or any Subcontractor employed by it in the performance of the Contract work shall take such actions as necessary to comply with the provisions of Section 1777.5. Contractor shall provide the DISTRICT copies of applicable forms or equivalent: DAS 140 – Public Works Contract Award Information; CAC2 – Training Fund Contributions; and any other communications relating to apprentices on public works projects. Contractor shall be solely liable for any and all fines assessed by the DIR or other agency or entity for non-compliance with any prevailing wage requirements.

B-46 Underground Utilities

In accordance with Government Code Section 4215, the Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating existing main or trunkline utility facilities not indicated in the Contract Plans and Specifications with reasonable accuracy, and for the equipment on the project necessarily idled during such work; provided that the Contractor shall first notify the Engineer before commencing work on locating, repairing damage to, removing or relocating such utilities.

B-47 Water Pollution

The Contractor shall exercise every reasonable precaution to protect streams, lakes, reservoirs, and other waters of the state and/or United States from pollution with fuels, oils, bitumens, calcium chloride, and other harmful materials and shall conduct and schedule its operations so as to avoid or minimize muddying and silting of said streams, lakes, reservoirs, and water bodies. Care shall be exercised to preserve vegetation beyond the limits of construction. The Contractor shall comply with Section 5650 of the California Fish and Wildlife Code, the National Pollution Discharge Elimination System (NPDES), State of California Construction General Permit, and all other applicable statutes and regulations relating to the prevention and abatement of water pollution.

B-48 Payment of Taxes

The Contract prices paid for the Work shall include full compensation for all taxes which the Contractor is required to pay, whether imposed by Federal, State, or local governments.

B-49 Permits and Licenses

Except as otherwise provided in this Contract, the Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incident to the lawful prosecution of the Work. This project will occur in the Coastal Zone, and the District will have a Coastal Development Permit (CDP) from Humboldt County in place at the time construction begins.

Procurement procedures shall be in conformance with 2 CFR Section 200.320.

B-50 Patents

The Contractor shall pay all applicable royalties and license fees and assume all costs arising from the use of patented materials, equipment and devices. The Contractor shall defend all suits or claims for infringement of any patent rights and save the DISTRICT and Engineer and their duly authorized representatives harmless from loss on account thereof, except that the DISTRICT shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified; however if the Contractor has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the Engineer.

B-51 Public Convenience

- a) This section defines the Contractor's responsibility with regard to convenience of the public and public traffic in connection with its operations.
- b) The Contractor shall so conduct its operations as to offer the least possible obstruction and inconvenience to the public and it shall have under construction no greater length or amount of work than it can prosecute properly with due regard to the rights of the public.
- c) Unless otherwise provided in the Contract Documents, all public traffic shall be permitted to pass through the Work with as little inconvenience and delay as possible.
- d) Spillage resulting from hauling operations along or across any publicly traveled way shall be removed immediately by the Contractor at the Contractor's expense.
- e) Construction operations shall be conducted in such a manner as to cause as little inconvenience as possible to abutting property owners.
- f) Convenient access to driveways, houses and buildings along the line of the Work shall be maintained and temporary approaches to crossings or intersecting highways shall be provided and kept in good condition. When the abutting property owner's access across the right-of-way line is to be eliminated, or to be replaced under the Contract by other access facilities, the existing access shall not be closed until the replacement access facilities are usable.
- g) Water shall be supplied if ordered by the Engineer for the alleviation or prevention of dust nuisance as provided in the Contract Documents.
- h) In order to expedite the passage of public traffic through or around the Work and where ordered by the Engineer, the Contractor shall install signs, lights, flares, barricades, and other facilities for the sole convenience and direction of public traffic. Also, where directed by the Engineer, the Contractor shall provide and station competent flagpersons whose sole duties shall consist of directing the movement of public traffic through or around the Work. The cost of furnishing and installing such signs, lights, flares, barricades, and other facilities, and the cost of providing and stationing such flagpersons, all for the convenience and direction of public traffic, will be considered as included in the Contract price and no additional compensation will be allowed.
- i) Flagpersons and guards, while assigned to traffic control, shall perform their duties and shall be provided with the necessary equipment in accordance with the current "Instructions to Flagmen" of the California Department of Transportation. The equipment shall be furnished and kept clean and in good repair by the Contractor at its expense.

B-52 Safety

- a) General - The Contractor shall be solely and completely responsible for the conditions of the job site, including safety of all persons and property during performance of the Work. This requirement shall apply continuously and not be limited to normal working hours. Safety provisions shall conform to all applicable Federal, State, and local laws, ordinances, and codes, and to the rules and regulations established by the California Division of Industrial Safety, and to other rules of law applicable to the Work.
- b) The services of the Engineer in conducting construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's work methods, equipment, bracing or scaffolding or safety measures, in, on, or near the construction site, and shall not be construed as supervision of the actual construction nor make the Engineer or the DISTRICT responsible for providing a safe place for the performance of work by the Contractor, Subcontractors, or suppliers; or for access, visits, use work, travel or occupancy by any person.

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- c) The Contractor shall carefully instruct all personnel working in potentially hazardous work areas as to the potential dangers and shall provide such necessary safety equipment and instruction as is necessary to prevent injury and damage to property. The Contractor shall appoint for the duration of this Contract, a qualified supervisor employee to develop and/or supervise the Contractor's job safety program that will effectively implement the safety provisions of the above agencies.
- d) The Contractor, as a part of its safety program, shall maintain at its office or other well-known place at the job site, safety equipment applicable to the Work as prescribed by the aforementioned authorities, all articles necessary for giving first aid to the injured, and shall establish the procedure for the immediate removal to a hospital or a doctor's care of persons (including employees) who may be injured on the job site.
- e) If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the Engineer and the DISTRICT. In addition, the Contractor must promptly report in writing to the Engineer all accidents whatsoever arising out of, or in connection with, the performance of the Work whether on, or adjacent to, the site, giving full details and statements of witnesses.
- f) If any claim is made by anyone against the Contractor or any subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the Engineer, giving full details of the claim.
- g) All work and materials shall be in strict accordance with all applicable State, Federal, and local laws, rules, regulations, and codes.
- h) Nothing in this Contract is to be construed to permit work not conforming to governing law. When Contract Documents differ from governing law, the Contractor shall furnish and install the higher standards called for without extra charge. All equipment furnished shall be grounded and provided with guards and protection as required by safety codes. Where vapor-tight or explosion-proof electrical installation is required by law, this shall be provided.
- i) Shoring and Trench Safety Plan - Attention is directed to Section 832 of the Civil Code of the State of California relating to lateral and subjacent support, and the Contractor shall comply with this law.
- j) Trenching and Worker Protection - In accordance with Section 6705 of the State Labor Code, the Contractor shall submit to the DISTRICT specific plans to show details of provisions for worker protection from caving ground. Not less than thirty (30) calendar days before beginning excavation for any trench or trenches five (5) feet or more in depth required under this Contract, the Contractor shall furnish to the Engineer working drawings of its trench safety plan. The trench safety plan working drawings shall be detailed plans showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground. If such plan varies from the shoring system standards established by the Construction Safety Orders of the California Department of Industrial Relations or the Federal Safety and Health Regulations for Construction of the Occupational Safety and Health Administration, Department of Labor, the plan shall be prepared by a registered civil or structural engineer. In no event shall the Contractor use a shoring, sloping, or protective system less effective than that required by said Construction Safety Orders, or less effective than that required by said Federal Safety and Health Regulations for Construction. Submission of this plan in no way relieves the Contractor from the requirement to maintain safety in all operations performed by it or its Subcontractors.
- k) Hazardous Wastes and Unforeseen Conditions - In accordance with Section 7104 of the State Public Contract Code, if the Work contemplated hereunder involves digging trenches or other earthwork activities, the Contractor shall promptly, and before the following conditions are disturbed, notify the DISTRICT, in writing, of any: (i) material that the Contractor believes may be

material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (ii) Subsurface or latent physical conditions at the site differing from those indicated; or (iii) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The DISTRICT shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described herein. In the event that a dispute arises between the DISTRICT and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for herein, but shall proceed with all Work to be performed hereunder. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the DISTRICT and Contractor.

- I) The Contractor shall perform all Work in a fire-safe manner. The Contractor shall supply and maintain onsite adequate firefighting equipment capable of extinguishing incipient fires. The Contractor shall comply with applicable Federal, State, and local fire prevention regulations and where the regulations do not cover, with applicable parts of the National Fire Prevention Standard for "Safeguarding Building Construction Operations," (NFPA No. 241).

B-53 Protection of Person and Property

- a) The Contractor shall take whatever precautions are necessary to prevent damage to all existing improvements, including above ground and underground utilities, trees, shrubbery that is not specifically shown to be removed, fences, signs, mailboxes, survey markers and monuments, buildings, structures, the DISTRICT's property, adjacent property, and any other improvements or facilities within or adjacent to the Work. If such improvements or property are injured or damaged by reason of the Contractor's operations, they shall be replaced or restored, at the Contractor's expense, to a condition at least as good as the condition they were in prior to the start of the Contractor's operations.
- b) The Contractor shall adopt all practical means to minimize interference to traffic and public inconvenience, discomfort or damage. The Contractor shall protect against injury any pipes, conduits or other structures, crossing the trenching or encountered in the Work and shall be responsible for any injury done to such pipes or structures, or damage to property resulting therefrom. The Contractor shall support or replace any such structures without delay and without any additional compensation to the entire satisfaction of the Engineer. All obstructions to traffic shall be guarded by barriers illuminated at night. The Contractor shall be responsible for all damage to persons and property directly or indirectly caused by its operations and, under all circumstances, the Contractor must comply with the laws and regulations of the County and the State of California relative to safety of persons and property and the interruption of traffic and the convenience of the public within the respective jurisdictions.
- c) The Contractor is cautioned that it must replace all improvements in rights-of-way and within the public streets to a condition equal to what existed prior to the Contractor's entry onto the job.
- d) Type and time of construction required at any road subject to interference by Contract work will be determined by those authorities responsible for maintenance of said road. It shall be the responsibility of the Contractor to determine the nature and extent of all such requirements, including provision of temporary detours as required; however, the construction right-of-way obtained by the DISTRICT at affected roadways will be adequate for provision of all required detours. As required at any road crossing, the Contractor shall provide all necessary flagpersons, guardrails, barricades, signals, warning signs and lighting to provide for the safety of existing roads

and detours. Immediately after the need for temporary detours ceases, or when directed, the Contractor shall remove such detours and perform all necessary cleanup work, including replacement of fences, and removal of pavement. Included shall be all necessary replacement of existing roadway appurtenances, grading work, soil stabilization and dust control measures, as required and directed. The cost of all work specified under this Section shall be borne by the Contractor.

- e) The Contractor shall examine all bridges, culverts, and other structures over which it will move its materials and equipment, and before using them, it shall properly strengthen such structures where necessary. The Contractor shall be responsible for any and all injury or damage to such structures caused by reason of its operations.

B-54 Responsibility for Repair of Facilities

All public or private facilities, including but not limited structures, telephone cables, roadways, parking lots, private drives, levees and embankments disturbed during construction of the Work shall be repaired and/or replaced by the Contractor to match facilities existing prior to construction. In addition, the Contractor shall be responsible for any settlement damage to such facilities or adjoining areas for a period of one year after acceptance of such required facilities.

B-55 Resolution of Construction Claims

- a) For any claim arising under this Contract, the following procedures will apply:
 - (i) The claim must be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the day of final payment. Nothing in this subsection is intended to extend the time limit or supersede notice requirements for the filing of claims as set forth elsewhere in this Contract.
 - (ii) The parties shall attempt to resolve the claim according to procedures outlined in Public Contract Code § 9204.
- b) The Contractor shall proceed with the Work in accordance with the Plans and Specifications and determinations and instructions of the Engineer during the resolution of any claims disputes.

B-56 DISTRICT's Repair

In the event the Contractor refuses or neglects to make good any loss or damage for which the Contractor is responsible under this Contract, the DISTRICT may itself, or by the employment of others, make good any such loss or damage, and the cost and expense of doing so, including any reasonable engineering, legal and other consultant fees, and any costs of administrative and managerial services, shall be charged to the Contractor. Such costs and expenses may be deducted by the DISTRICT from claims for payment made by the Contractor for Work completed or remaining to be completed.

B-57 Antitrust Claim Assignment

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to this Contract, the Contractor and all subcontractors shall offer and agree to assign to the DISTRICT all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or subcontract. This assignment shall be made and become effective at the time the DISTRICT tenders final payment to the Contractor, without further acknowledgement by the parties.

B-58 Waiver of Right to Rescind For Material Breach

The Contractor agrees that it can be adequately compensated by money damages for any breach of this Contract which may be committed by the DISTRICT and hereby agrees that no default, act, or omission of the DISTRICT or the Engineer, except for failure to make progress payments as a required by Section B-67, shall constitute a material breach of the Contract entitling the Contractor to cancel or rescind the provisions of this Contract or (unless the DISTRICT shall so consent or direct in writing) to suspend or abandon performance of all or any part of the Work. The Contractor hereby waives any and all rights and remedies to which it might otherwise be or become entitled, save only its right to money damages.

B-59 Contractor's License Notice

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors of a complaint if filed within three (3) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, 9835 Goethe Road, Sacramento, California. Mailing address: P.O. Box 26000, Sacramento, California 95826.

ARTICLE V. INSURANCE AND LIABILITY

B-60 Insurance

- a) Neither the Contractor nor any Subcontractors shall commence any work until all required insurance has been obtained at their own expense. Such insurance must have the approval of the DISTRICT as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A-:VII.
- b) Any insurance bearing on adequacy of performance shall be maintained after completion of the project for the full guarantee period.
- c) Prior to execution of the Contract, the Contractor shall furnish the DISTRICT with original endorsements effecting coverage for all policies required by the Contract. The Contractor shall not permit any Subcontractor identified in the Designation of Subcontractors form to commence work on this project until such Subcontractor has furnished the DISTRICT with original endorsements effecting coverage for all insurance policies required by the Contract. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The Contractor's insurer shall provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by this paragraph. The Contractor agrees to furnish one copy of each policy to the DISTRICT, and additional copies as requested in writing, certified by an authorized representative of the insurer.
- d) All of the Contractor's policies shall contain an endorsement providing that written notice shall be given to the DISTRICT at least sixty (60) calendar days prior to termination, cancellation, or reduction of coverage in the policy.
- e) Any policy or policies of insurance that the Contractor elects to carry as insurance against loss or damage to its construction equipment and tools shall include a provision therein providing a waiver of the insurer's right to subrogation against the DISTRICT and the Engineer.
- f) The requirements as to the types, limits, and the DISTRICT's approval of insurance coverage to be maintained by the Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under the Contract.
- g) In addition to any other remedy the DISTRICT may have, if the Contractor or any of the Subcontractors fails to maintain the insurance coverage as required in this Section, the DISTRICT may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as required herein, and the DISTRICT may deduct the cost of such insurance from any amounts due or which may become due the Contractor under this Contract.
- h) The Contractor and all Subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the DISTRICT. The maintenance by the Contractor and all Subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of the Contractor or any Subcontractor to maintain or renew coverage or to provide evidence of renewal may be treated by the DISTRICT as a material breach of this Contract.
 - (i) Worker's Compensation and Employer's Liability Insurance.
 - a. Worker's Compensation – The Contractor shall Provide, during the life of this Contract, workers' compensation insurance for all of the employees engaged in Work under this Contract, on or at the Project site, and, in case any of sublet Work, the Contractor shall require each subcontractor similarly to provide workers' compensation insurance for all the latter's employees as prescribed by State law. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In

case any class of employees engaged in work under this Contract, on or at the Project site, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor is required to secure payment of compensation to his employees in accordance with the provisions of Section 3700 of the Labor Code. The Contractor shall file with the DISTRICT certificates of its insurance protecting workers and shall provide certificates at any time upon request. Company or companies providing insurance coverage shall be acceptable to the DISTRICT, if in the form and coverage as set forth in the Contract Documents.

- b. Contractor shall assume the immediate defense of and indemnify and save harmless the DISTRICT and its officers and employees, agents, and consultants from all claims, loss, damage, injury, and liability of every kind, nature, and description brought by any person employed or used by Contractor, or any subcontractor, to perform the Work under this contract regardless of responsibility or negligence. Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in the favor of the DISTRICT for all work performed by the Contractor, its employees, agents and subcontractors.
 - c. The Contractor and all Subcontractors shall maintain insurance to protect the Contractor or Subcontractor from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremens and Harbor Worker's Act. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable State and Federal statutes and regulations. The Contractor shall execute a certificate in compliance with Labor Code Section 1861.
- (ii) Claims Against DISTRICT - If an injury occurs to any employee of the Contractor or any of the Subcontractors for which the employee or its dependents, in the event of its death, may be entitled to compensation from the DISTRICT under the provisions of the said Acts, or for which compensation is claimed from the DISTRICT, there will be retained out of the sums due the Contractor under this Contract, an amount sufficient to cover such compensation as fixed by said Acts, until such compensation is paid or it is determined that no compensation is due. If the DISTRICT is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due the Contractor.
- (iii) Commercial General Liability and Automobile Liability Insurance - the Contractor shall provide and maintain the following commercial general liability and automobile liability insurance:
- a. Coverage – coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:
 - i. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
 - ii. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto)
 - b. Limits – the Contractor shall maintain limits no less than the following:
 - i. General Liability - Five million dollars (\$5,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to DISTRICT) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit.
 - ii. Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.
 - c. Required Provisions - the general liability, auto liability and excess liability policies are to

contain, or be endorsed to contain, the following provisions:

- i. The DISTRICT, its directors, officers, employees, and authorized volunteers are to be given insured status at least as broad as ISO endorsement CG 2010 11 85; or both CG 20 10 10 01 and CG 20 37 04 13 (or the CG 20 10 04 13 (or earlier edition date) specifically naming all of the DISTRICT parties required in this agreement, or using language that states "as required by contract"). All Subcontractors hired by Contractor must also have the same forms or coverage at least as broad; as respects (via CG 20 38 04 13): liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; and automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the DISTRICT, its directors, officers, employees, or authorized volunteers.
 - ii. It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary, and the DISTRICT insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory using the ISO endorsement CG 20 01 04 13 or coverage at least as broad.
 - iii. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the DISTRICT, its directors, officers, employees, or authorized volunteers.
 - iv. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - v. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the DISTRICT.
- d. Such liability insurance shall indemnify the Contractor and his/her sub-contractors against loss from liability imposed by law upon, or assumed under contract by, the Contractor or his/her sub-contractors for damages on account of such bodily injury (including death), property damage, personal injury, completed operations, and products liability.
 - e. The general liability policy shall cover bodily injury and property damage liability, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, underground excavation, and removal of lateral support.
 - f. The automobile liability policy shall cover all owned, non-owned, and hired automobiles.
 - g. All of the insurance shall be provided on policy forms and through companies satisfactory to the DISTRICT.
 - h. The comprehensive general and automobile liability insurance coverage shall also include the following:
 - i. Provision or endorsement naming the DISTRICT, the Engineer and its consultants, and each of their officers, employees, and agents, each as additional insureds in regards to liability arising out of the performance of any work under the Contract and providing that such insurance is primary insurance as respects the interest of the DISTRICT and Engineer and that any other insurance maintained by the DISTRICT and Engineer is excess and not contributing insurance with the insurance required hereunder.
 - ii. "Cross Liability" or "Severability of Interest" clause.
 - iii. Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by the Contractor under the Contract, including, without limitation, that set forth in Section B-61, Indemnity and Litigation Costs.
 - iv. Provision or endorsement stating that any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect

coverage provided to the DISTRICT, its officers, officials, employees, or volunteers.

- i) Deductibles and Self-Insured Retentions - Insurance deductibles or self-insured retentions must be declared by the Contractor, and such deductibles and retentions shall have the prior written consent from the DISTRICT. At the election of the DISTRICT the Contractor shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named or additional insureds, co-insurers, and/or insureds other than the First Named Insured.
- j) Acceptability of Insurers - Any insurance carrier providing insurance coverage required by the Contract Documents shall be admitted to and authorized to do business in the State of California unless waived, in writing, by the DISTRICT Risk Manager. Carrier(s) shall have an A.M. Best rating of not less than an A-: VII or better.
- k) Responsibility for Work - Until the completion and final acceptance by the DISTRICT of all the work under and implied by this agreement, the work shall be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by causes of any nature whatsoever.
 - a. The Contractor shall provide and maintain builder's risk insurance (or installation floater) covering all risks of direct physical loss, damage or destruction to the work in the amount specified in the General Conditions, to insure against such losses until final acceptance of the work by the DISTRICT. Such insurance shall insure at least against the perils of fire and extended coverage, theft, vandalism and malicious mischief, and collapse. The DISTRICT, its directors, officers, employees, and authorized volunteers shall be named insureds on any such policy. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for the DISTRICT or be construed as relieving the Contractor or his/her subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by the DISTRICT.
 - b. The Contractor shall waive all rights of subrogation against the DISTRICT, its directors, officers, employees, or authorized volunteers.
- l) Evidences of Insurance - Prior to execution of the agreement, the Contractor shall file with the DISTRICT a certificate of insurance (Acord Form 25 or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative and evidence of waiver of rights of subrogation against the DISTRICT (if builder's risk insurance is applicable). Such evidence shall also include (1) attached additional insured endorsements with primary & non-contributory wording, (2) Workers' Compensation waiver of subrogation, and (3) a copy of the CGL declarations or endorsement page listing all policy endorsements, and confirmation that coverage includes or has been modified to include Required Provisions 1-5 above. The DISTRICT reserves the right to obtain complete, certified copies of all required insurance policies, at any time. Failure to continually satisfy the Insurance requirements is a material breach of contract.
- m) Continuation of Coverage - The Contractor shall, upon demand of the DISTRICT deliver evidence of coverage showing continuation of coverage for at least (10) years after completion of the project. Contractor further waives all rights of subrogation under this agreement. When any of the required coverages expire during the term of this agreement, the Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement and evidence of waiver of rights of subrogation against the DISTRICT (if builder's risk insurance is applicable) to the DISTRICT at least ten (10) days prior to the expiration date.

- n) Subcontractors - In the event that the Contractor employs other contractors (Subcontractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above. The Contractor shall, upon demand of the DISTRICT, deliver to the DISTRICT copies such policy or policies of insurance and the receipts for payment of premiums thereon.
- o) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- p) The DISTRICT reserves the right to modify these insurance requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage or other circumstances.

B-61 Indemnity and Litigation Cost

- a) Promptly upon execution of the Contract, the Contractor specifically obligates itself and hereby agrees to protect, hold free and harmless, defend and indemnify the DISTRICT, the Engineer and its consultants, and each of their officers, officials, employees and agents, from and against any and all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including without limitation attorneys' fees and other costs of litigation, which arise out of or are in any way connected with the Contractor's, or its Subcontractors' or suppliers', performance of Work under this Contract or failure to comply with any of the obligations contained in the Contract. This indemnity shall not extend, however, to attorney fees and costs incurred by the DISTRICT in prosecuting or defending against the Contractor in any proceeding under Section B-8, and shall imply no reciprocal right of the Contractor in any action on the contract pursuant to California Civil Code section 1717 or section 1717.5. To the extent legally permissible, this indemnity and hold harmless agreement by the Contractor shall apply to any acts or omissions, whether active or passive, on the part of the Contractor or its agents, employees, representatives, or Subcontractor's agents, employees and representatives, resulting in liability, irrespective of whether or not any acts or omissions of the parties to be indemnified hereunder may also have been a contributing factor to the liability, except such loss or damage which was caused by the active negligence, sole negligence or willful misconduct of the DISTRICT.
- b) In any and all claims against the DISTRICT or the Engineer and its consultants, and each of their officers, employees and agents by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Worker's Compensation statutes, disability benefit statutes or other employee benefit statutes.
- c) Each party to this Contract has been represented by counsel in the negotiation and execution of this Contract.

B-62 Protection of Work

- a) The Contractor shall be responsible for the care of all work until completion and final acceptance; and the Contractor shall, at its own expense replace damaged or lost material and repair damaged parts of the Work or the same may be done at the Contractor's expense by the DISTRICT and the Contractor and its sureties shall be liable therefore. The Contractor shall make its own provisions for properly storing and protecting all material and equipment against theft, injury, or damage from any and all causes. Damaged material and equipment shall not be used in the Work. The Contractor shall take all risks from floods and casualties except as provided by law, and shall make no charge for the restoration of such portions of the Work as may be destroyed or damaged by flood or other casualties or because of danger from flood or other casualties or for delays from such causes. The Contractor may, however, be allowed a reasonable extension of time on account

of such delays, subject to the conditions hereinbefore specified. The Contractor shall not be responsible for the cost, in excess of five percent (5%) of the contracted amount, of repairing or restoring damage to the Work, if the damage was proximately caused by an earthquake in excess of a magnitude of 3.5 on the Richter Scale or by tidal waves; provided that the Work damaged was built in accordance with accepted and applicable building standards, and the Plans and Specifications of the DISTRICT.

- b) The Contractor shall effectively secure and protect adjacent property and structures, livestock, crops, and other vegetation. If applicable, the Contractor shall open fences on or crossing the right-of-way and install temporary gates of sound construction thereon so as to prevent the escape of livestock. Adjacent fence posts shall be adequately braced to prevent the sagging or slackening of the wire. Before such fences are opened, the Contractor shall notify the owner or tenant of the property and, where practicable, the opening of the fence shall be in accordance with the wishes of said owner or tenant. The Contractor shall be responsible that no loss or inconvenience shall accrue to the owner or tenant by virtue of its fences having been opened or the gate not having been either shut or attended at all times. Where special types of fences are encountered, the Contractor shall install temporary gates made of similar materials and of suitable quality to serve the purposes of the original fences. In all cases where the Contractor removes fences to obtain work room, it shall provide and install temporary fencing as required, and on completion of construction shall restore the original fence to the satisfaction of the Engineer. All costs of providing, maintaining and restoring gates and fencing shall be borne by the Contractor. The Contractor shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority or local conditions.
- c) The Contractor shall use extreme care during construction to prevent damage from dust to crops and adjacent property. The Contractor, at its own expense, shall provide adequate dust control for the right-of-way and take other preventive measures as directed by the Engineer.
- d) The Contractor shall be responsible for all damage to any property resulting from trespass by the Contractor or its employees in the course of their employment, whether such trespass was committed with or without the consent or knowledge of the Contractor.
- e) The Contractor shall see that the work site is kept drained and free of all ground water and any other water which may impede the progress or execution of the Contract work.
- f) The Contractor shall be responsible for any damage caused by drainage or water runoff from construction areas and from construction plant areas. In an emergency affecting the safety of life, or of the Work, or of adjoining property, the Contractor, without special instruction or authorization from the Engineer, is hereby permitted to act at the Contractor's discretion to prevent such threatened loss or injury, and it shall so act without appeal if so instructed or authorized. Any compensation claimed by the Contractor on account of emergency work shall be determined as specified under Section B-3. Should the Engineer deem an emergency condition to exist, the Contractor shall immediately do those things and take those steps ordered by the Engineer. The decision of the Engineer in this respect shall be final and conclusive. Any claims for compensation made by the Contractor on account of emergency work shall be determined as specified under Section B-3.
- g) Except as provided by Government Code Section 4215, the Contractor shall be responsible for the removal, relocation and protection of all public and private utilities, including irrigation facilities in the nature of utilities, located on the site of the construction project if and to the extent that the same are identified in the Contract Documents, and the Contractor shall not be entitled to any extension of time or claim for damages for extra compensation in connection therewith. If and to the extent that such utilities or facilities are not identified in the Contract Documents, as between the Contractor and the DISTRICT, the DISTRICT will be responsible for the cost of their removal, relocation or protection, as the case may be, but the Contractor shall perform any such work in

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conformance with applicable provisions of Sections B-3 and B-4, if so directed by the Engineer and in such situation the Contractor shall not be responsible for delay in completion of the project caused by the failure of the DISTRICT or the owner of the utility to provide for such removal or relocation. If the Contractor, while performing the Contract, discovers utility or irrigation facilities not identified by the DISTRICT in the Contract Documents, it shall immediately notify the Engineer in writing.

- h) Subject to the provisions of this Section, where the Work to be performed under the Contract crosses or otherwise interferes with existing streams, watercourses, canals, farm ditches, pipelines, drainage channels, or water supplies, the Contractor shall provide for such watercourse or pipelines and shall perform such construction during the progress of the Work so that no damage will result to either public or private interests, and the Contractor shall be liable for all damage that may result from failure to so provide during the progress of the Work.

B-63 No Personal Liability

Neither the DISTRICT, the Engineer, nor any of their other officers, agents, or employees nor any other public office shall be personally responsible for any liability arising under the Contract, except such obligations as are specifically set forth herein.

ARTICLE VI. MEASUREMENT AND PAYMENT

B-64 Measurement of Quantities

- a) Where the Contract provides for payment on a lump sum price basis, the Contractor shall submit a price breakdown to the Engineer immediately after award of the Contract. The price breakdown as agreed upon between the Contractor and the Engineer shall be used for preparing future estimates for partial payments to the Contractor and shall list the major items of Work and a price for each item. Overhead and other general costs and profit shall be prorated to each item so that the total of all items equals the lump sum price. The price breakdown shall be subject to the approval of the Engineer and Contractor may be required to verify the prices for any or all items.

Where the Contract provides for payment on a unit price basis, the quantities of work performed will be computed by the Engineer on the basis of measurements taken by the Engineer.

- b) Whenever the estimated quantities of Work to be done and materials to be furnished under this Contract are shown in any of the documents including the Proposal, they are given for use in comparing bids and the right is especially reserved, except as herein or otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the DISTRICT to complete the Work contemplated by this Contract and such increase or diminution shall in no way violate this Contract, nor shall any such increase or diminution give cause for claims, liability for damage or adjustment to the Contract time bid price.

B-65 Scope of Payment

- a) The Contractor shall accept the compensation provided in the Contract as full payment for furnishing all labor, materials, tools, equipment, and incidentals necessary to the completed Work and for performing all Work contemplated and embraced under the Contract; also for loss or damage arising from the nature of the Work, or from the action of the elements, or from any unforeseen difficulties which may be encountered during the prosecution of the Work until the acceptance by the DISTRICT and for all risks of every description connected with the prosecution of the Work, also for all expenses incurred in consequence of the suspension or discontinuance of the Work as provided in the Contract; and for completing the Work according to the Specifications and Plans. Neither the payment of any estimate nor of any retained percentage shall relieve the Contractor of any obligation to make good any defective work or material.
- b) No compensation will be made in any case for loss of anticipated profits. Increased or decreased work involving supplemental agreements will be paid for as provided in such agreements.

B-66 Progress Estimate

At the end of each month where work was performed, the Contractor will submit to the Engineer a partial payment estimate filled out and signed by the Contractor covering the Work performed during the period covered by the partial pay estimate and supported by such data as the Engineer may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the DISTRICT, as will establish the DISTRICT'S title to the material, and equipment and protect its interest therein, including, applicable insurance. The Engineer will within seven (7) calendar days after receipt of each partial payment estimate either recommend payment to the DISTRICT or return the estimate to the Contractor indicating in writing its reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial pay estimate.

Payroll certification forms provided by the Contractor and fully executed shall be filed with the Engineer at the time of submission of each partial payment estimate and also when the claim for final payment is submitted. Wage Report forms shall be completed and submitted as set forth in Parts 4 and 5.

B-67 Progress Payments

- a) The Contractor is made aware that the DISTRICT will approve all partial payments.
- b) Upon receipt of an undisputed, properly submitted progress estimate from the Contractor, recommended by the Engineer, the DISTRICT shall act in accordance with the following:
 - (i) Each payment request shall be reviewed by the DISTRICT as soon as practicable after receipt for the purpose of determining that the progress estimate is a proper payment request.
 - (ii) Any payment request determined not to be a proper payment request suitable for payment shall be returned to the Contractor as soon as practicable but not later than seven (7) calendar days after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.
- c) The number of days available to the DISTRICT to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which the DISTRICT exceeds the ten-day return requirement set forth herein.
- d) The DISTRICT will pay the Contractor ninety-five percent (95%) of the amount of each progress estimate within sixty (60) calendar days after receipt of an undisputed, properly submitted progress estimate from the Contractor, recommended by the Engineer. If the DISTRICT fails to pay an undisputed progress estimate within the allotted sixty (60) calendar days, the DISTRICT shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (s) of Section 685.010 of the Code of Civil Procedures. Five percent (5%) of amount of each estimate shall be retained by the DISTRICT until final completion and acceptance of all Work under Contract.
- e) When, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the Contract, or when in the Engineer's judgment the total amount of the work done since the last estimate amounts to less than \$1,000, no pay estimate will be prepared and no progress payment will be made.
- f) No progress estimate or payment shall be considered to be an approval or acceptance of any work, materials, or equipment. Estimated amounts and values of work done and materials and equipment furnished will be confirmed with actual amounts and values as they become available in subsequent progress estimates, progress payments and the final estimate and payment. All estimates and payments will be subject to correction in subsequent progress estimates and payments and the final estimate and payment.
- g) The DISTRICT requires that any payments due to Subcontractors for a portion of the Work satisfactory completed shall be made by Contractor to Subcontractors within thirty (30) calendar days of DISTRICT's payment to Contractor. Failure to make such payments in a timely fashion may result in the DISTRICT issuing future progress payments by joint check to the Contractor and Subcontractors.
- h) It is mutually agreed between the parties to the Contract that no payments made under the Contract, including progress payments and the final payment, shall be evidence of the performance of the Contract, either wholly or in part, and no payment shall be construed to be an acceptance of any defective or incomplete work or improper materials.

B-68 Liens and Stop Notices

The Contractor agrees to keep the Work, the site of the Work and all monies held by the DISTRICT free and clear of all liens and stop notices related to labor and materials furnished in connection with the Work, if permitted by law. Furthermore, the Contractor waives any right it may have to file any type of lien or stop notice in connection with the Work. Notwithstanding anything to the contrary contained in the Contract documents, if any such lien or stop notice is filed or there is evidence to believe that lien or stop notice

may be filed at any time during the progress of the Work or within the duration of this Contract, the DISTRICT may refuse to make any payment otherwise due the Contractor or may withhold any payment due the Contractor a sum sufficient in the opinion of the DISTRICT to pay all obligations and expenses necessary to satisfy such lien or stop notice. The DISTRICT may withhold such payment unless or until the Contractor, within ten (10) calendar days after demand therefor by the DISTRICT, shall furnish satisfactory evidence that the indebtedness and any lien or stop notice in respect thereof has been satisfied, discharged and released of record, or that the Contractor has legally caused such lien or stop notice to be released of record pending the resolution of any dispute between the Contractor and any person or persons filing such lien or stop notice. If the Contractor shall fail to furnish such satisfactory evidence within ten days of the demand therefor, the DISTRICT may discharge such indebtedness and deduct the amount thereof, together with any and all losses, costs, damages and attorney's fees suffered or incurred by the DISTRICT from any sum payable to the Contractor under the Contract documents, including but not limited to final payment and retained percentage. This Section shall be specifically included in all Subcontracts and purchase orders entered into by the Contractor.

B-69 Final Acceptance and Date of Completion

Whenever the Contractor shall deem all Work under this Contract to have been completed in accordance therewith, it shall so notify the Engineer in writing, and the Engineer shall promptly ascertain whether the Work has been satisfactorily completed and, if not, shall advise the Contractor in detail and in writing of any additional work required. When all the provisions of the Contract have been fully complied with to the satisfaction of the Engineer, the Engineer shall proceed with all reasonable diligence to determine accurately the total value of all Work performed by the Contractor at the prices set forth in the Contract or fixed by Change Orders, and the total value of all extra work, all in accordance with the Contract. The Engineer will then certify to said final estimate and to the completion of the Work, and will file copies thereof with the DISTRICT and the Contractor. The date of completion shall be the date upon which the DISTRICT makes its formal written acceptance of the Work.

B-70 Final Payment

Within ten (10) calendar days after the date of completion, the DISTRICT will file in the Office of the County Recorder, a Notice of Completion of the Work herein agreed to be done by the Contractor. On the expiration of thirty-five (35) calendar days after the recordation of such Notice of Completion the difference between said final estimate and all payments theretofore made to the Contractor shall be due and payable to the Contractor, subject to any requirements concerning the furnishings of a maintenance bond, and excepting only such sum or sums as may be withheld or deducted in accordance with the provisions of this Contract. All prior certifications upon which partial payments may have been made, being merely estimates, shall be subject to correction in the final certificate.

B-71 Final Release

Final payment to the Contractor in accordance with the final estimate is contingent upon the Contractor furnishing the DISTRICT with a signed written release of all claims against the DISTRICT arising by virtue of the Contract. Disputed Contract claims in stated amounts may be specifically excluded by the Contractor from the operation of the release. The release shall be in substantially the following form:

WAIVER AND RELEASE UPON FINAL PAYMENT

The undersigned has been paid in full by the McKinleyville Community Services District (District) for all labor, services, equipment and material furnished to the District for the Hiller Lift Station Upgrades Project located in Humboldt County, California, and does hereby waive and release the District, its officers, agents, and employees, from all claims and liability to the Contractor arising out of, or in any way connected with, the Contract, except for the disputed contract claims specified below:

Notice of Disputed Claim

Amount of Claim

\$ _____

Dated: _____

(Name of Contractor)

By: _____
(Title)

Any payment, however, final or otherwise shall not release the Contractor or its sureties from obligations under the Contract Documents or Performance and Payment Bonds.

B-72 Right to Withhold Payments

- a) In addition to all other rights and remedies of the DISTRICT hereunder and by virtue of the law, the DISTRICT may withhold or nullify the whole or any part of any partial or final payment to such extent as may reasonably be necessary to protect the DISTRICT from loss on account of:
- (i) Defective work not remedied, irrespective of when any such work be found to be defective;
 - (ii) Claims or liens filed or reasonable evidence indicating probable filing of claims or liens including, but not limited to claims under Sections 1775, 1776, or 1777.7 of the Labor Code;
 - (iii) Failure of the Contractor to make payments properly for labor, materials, equipment, or other facilities, or to Subcontractors and/or suppliers;
 - (iv) A reasonable doubt that the Work can be completed for the balance then unearned;
 - (v) A reasonable doubt that the Contractor will complete the Work within the agreed time limits;
 - (vi) Costs to the DISTRICT resulting from failure of the Contractor to complete the Work within the proper time; or
 - (vii) Damage to Work or property.
 - (viii) Damage to another Contractor.
 - (ix) Performance of Work in violation of the Terms of the Contract Documents.
 - (x) Where work on unit items is substantially complete, but lacks cleanup and/or other corrections ordered by the Engineer, amounts shall be deducted from the unit prices in partial payment estimates to amply cover such cleanup and correction.
 - (xi) Failure to file required Equal Opportunity and Affirmative Action forms.
- b) Whenever the DISTRICT shall, in accordance herewith, withhold any monies otherwise due the Contractor, written notice of the amount withheld and the reasons therefore will be given the Contractor. After the Contractor has corrected the enumerated deficiencies, the DISTRICT will promptly pay to the Contractor the amount so withheld. When monies are withheld to protect the DISTRICT against claims or liens of mechanics, material men, Subcontractors, etc., the DISTRICT may at its discretion permit the Contractor to deliver a surety bond in terms and amount

satisfactory to the DISTRICT, indemnifying the DISTRICT against any loss or expense, and upon acceptance thereof by the DISTRICT, the DISTRICT shall release to the Contractor monies so withheld.

B-73 Waiver of Interest

The DISTRICT shall have no obligation to pay and the Contractor hereby waives the right to recover interest with regard to monies which the DISTRICT is required to withhold by reason of judgment, order, statute or judicial process.

B-74 Satisfaction of Claims and Liens

Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the DISTRICT, a complete release of all liens and claims arising out of this Contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as it has knowledge or information the releases and receipts include all the labor and material for which a lien or claim could be filed; but the Contractor may, if any Subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Engineer, to indemnify the DISTRICT against any lien or claim. If any lien or claim remains unsatisfied after all payments are made, the Contractor shall refund to the DISTRICT all monies that the latter may be compelled to pay in discharging such a lien, or claim, including all costs and reasonable attorney's fees.

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McKinleyville Community Services District

BOARD OF DIRECTORS

April 1, 2020

TYPE OF ITEM: **INFORMATIONAL**

ITEM: E.3 **Review Parks & General Fund DRAFT Operating Budget, FY2020-21**

PRESENTED BY: **Colleen M. R. Trask, Finance Director**

TYPE OF ACTION: **None**

Recommendation:

Staff recommends that the Board review, take public comment, and discuss the DRAFT Operating Budget for the Parks/General Fund and Measure B Fund.

Discussion:

The budget was developed based on current costs, trends, and best estimates. Estimates for property tax and Measure B revenue are based on the current year's remittance to date and prior year trends. The information from the Capital Improvements draft budget previously presented to the Board has been modified and incorporated into this budget.

Currently we have not revised the expected revenue for programs or venues for the coming fiscal year, not having sufficient information as to how long the various orders from the County Health Department or the State will run, repeat, or be extended. By June, there will be more information available, and revenue figures will be revised accordingly as necessary.

Questions from the Directors on any category item or on the budget overall are welcome and may be brought to the General Manager. The finalized budget will be presented to the Board for formal approval in June.

Alternatives:

Take Action

Fiscal Analysis:

See attached FY2020-21 Parks/General Fund and Measure B Fund DRAFT Operating Budgets.

Environmental Requirements:

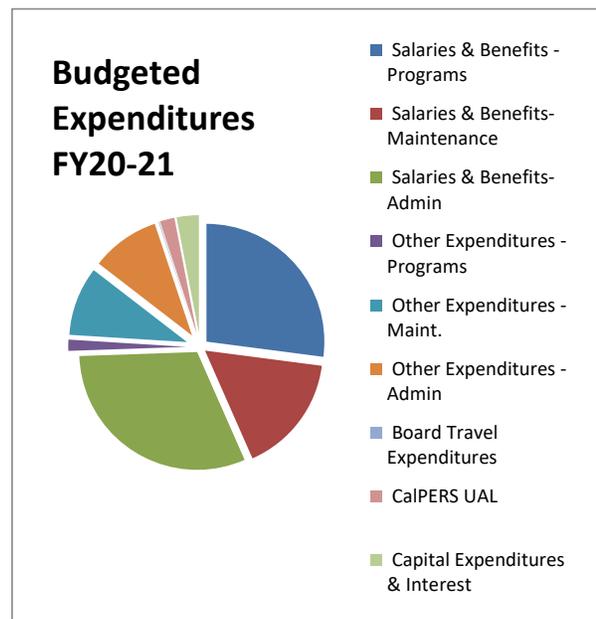
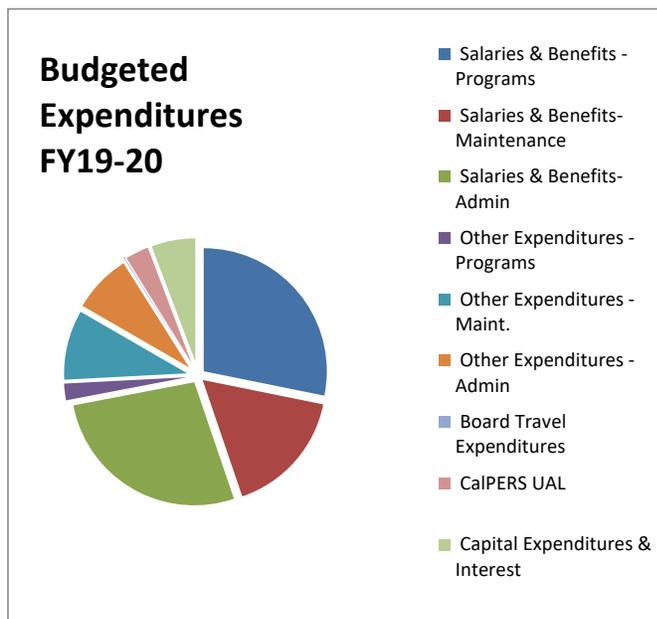
Not applicable

Exhibits/Attachments:

- Attachment 1 – FY2020-21 DRAFT Parks/General Fund Operating Budget
- Attachment 2 – FY2020-21 DRAFT Measure B Operating Budget

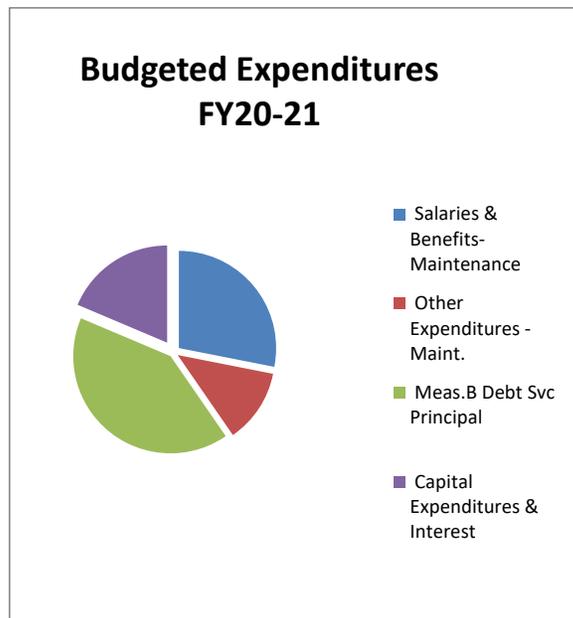
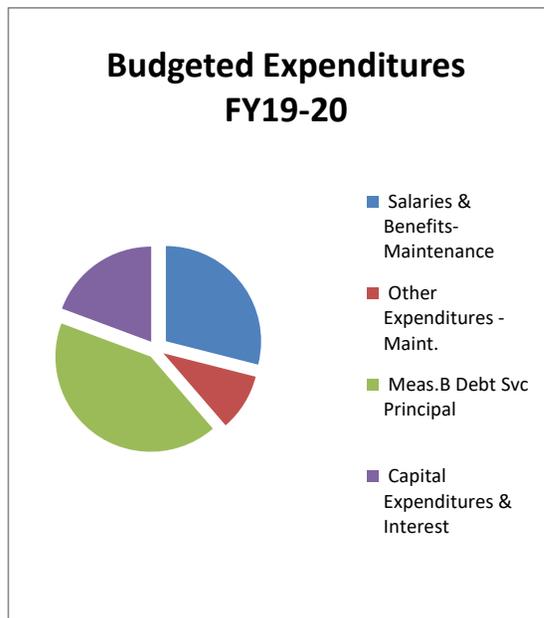
McKinleyville Community Services District
Parks/General Fund DRAFT Operating Budget
FY 2020-21

Description	Parks/General Fund Approved Budget FY2019-20		Parks/General Fund Proposed Budget FY2020-21		Difference (Memorandum Only)	
Revenues						
Program Fees	368,779	28%	340,595	27%	(28,184)	-0.7%
Facility Fees	87,375	7%	82,655	7%	(4,720)	0.0%
Property Taxes	631,898	48%	622,403	50%	(9,495)	1.9%
Open Space Fees	112,162	8%	115,315	9%	3,153	0.7%
Contributions & Other Program	1,000	0%	1,300	0.1%	300	0.0%
Other Revenue	17,682	1%	16,912	1%	(770)	0.0%
Quimby Fees/ Grants/Loans	77,000	6%	20,000	2%	(57,000)	-4.2%
Interest Revenue	27,000	2.0%	53,000	4.2%	26,000	2.2%
Total Revenues	1,322,896	100%	1,252,180	100%	(70,716)	-5.6%
Expenditures						
Salaries & Benefits - Programs	366,551	28%	338,019	27%	(28,532)	-1.1%
Salaries & Benefits- Maintenance	215,857	17%	204,043	16%	(11,814)	-0.3%
Salaries & Benefits- Admin	353,909	27%	387,906	31%	33,997	3.8%
Other Expenditures - Programs	28,406	2%	19,100	2%	(9,306)	-0.7%
Other Expenditures - Maint.	119,190	9%	118,325	9.5%	(865)	0.3%
Other Expenditures - Admin	100,421	8%	117,522	9.4%	17,101	1.7%
Board Travel Expenditures	1,300	0.1%	1,100	0.1%	(200)	0.0%
CalPERS UAL	40,000	3%	25,000	2.0%	(15,000)	-1.1%
Capital Expenditures & Interest	75,000	6%	38,000	3%	(37,000)	-2.7%
Total Expenditures	1,300,634	100%	1,249,015	100%	(51,619)	-4.1%
Excess (Deficit)	22,262		3,165			



McKinleyville Community Services District
Measure B Fund DRAFT Operating Budget
FY 2020-21

Description	Measure B Fund Approved Budget FY19-20		Measure B Fund Proposed Budget FY20-21		Difference (Memorandum Only)	
Revenues						
Measure B Assessment	212,512	100%	216,200	100%	3,688	0%
Grants/Contributions	-	0%	-	-	-	0%
Other Revenue	-	0%	-	0%	-	0%
Proceeds from Debt	-	-	-	0%	-	0%
Quimby Fees/ ReservesDraw	-	0%	-	0%	-	0%
Interest Revenue	-	0.0%	-	-	-	0%
Total Revenues	212,512	100%	216,200	100%	3,688	2%
Expenditures						
Salaries & Benefits- Maintenance	61,424	29%	60,331	28%	(1,094)	-1%
Other Expenditures - Maint.	20,600	10%	26,400	12.3%	5,800	3%
Meas.B Debt Svc Principal	89,100	42%	88,000	41.0%	(1,100)	-1%
Capital Expenditures & Interest	41,000	19%	40,000	19%	(1,000)	-1%
Total Expenditures	212,124	100%	214,731	100%	2,606	1%
Excess (Deficit)	388		1,469		1,082	



McKinleyville Community Services District

BOARD OF DIRECTORS

April 1, 2020

TYPE OF ITEM: **ACTION**

ITEM: E.4 **Initiate Process for General Manager’s Performance Evaluation**

PRESENTED BY: **April Sousa, Board Secretary**

TYPE OF ACTION: **Board President Appointment**

Recommendation:

Staff recommends that that the Board discuss, take public comment and ask the Board President to select one Board Member to consolidate all Board Member and Department Head evaluations and set a schedule.

Discussion:

As noted in the Board Policy Manual, the Board shall conduct performance evaluations for the General Manager, annually on the anniversary of the General Manager’s hire date, **Attachment 1**. Simultaneously, the Board should request 360 evaluations from Department Heads.

During an open public meeting, the Board President will select one Board Member to consolidate all five Board Member and three Department Head evaluations. Once a member of the Board has been selected, a schedule should be established which includes:

- Date to complete and return sealed evaluations to the Board Secretary;
- Date the appointed consolidator will retrieve the evaluations; and
- A date for the closed session for the General Manager’s performance evaluation.

At tonight’s meeting, the Board Secretary will provide all five Board Members with an evaluation form and an envelope to seal and return the form once complete. An electronic version of the evaluation form is available if requested. The Board will fill out the evaluations and provide them to the Board Secretary at the District Office, in the sealed envelope, in accordance with the schedule.

After the meeting, the Board Secretary will distribute the General Manager 360 performance evaluation form to the Finance Director, Operations Director and Recreation Director and coordinate the completion in accordance with the Board’s schedule so that the evaluations are all completed and ready simultaneously.

The Board Member selected to consolidate the evaluations will be notified by the Board Secretary that the evaluations by Department Heads and Board Members are completed and ready to pick up. The evaluations will be consolidated by averaging each section and combining any written comments so there will be one evaluation from the Board and one evaluation from the Department Heads.

To finish, at a properly noticed public meeting the Board will convene a closed session to review the consolidated evaluation with the General Manager for the purpose of discussing the General Manager's performance.

Alternatives:

Staff analysis consists of the following potential alternative

- Take No Action

Fiscal Analysis:

Not applicable

Environmental Requirements:

Not applicable

Exhibits/Attachments:

- Attachment 1 – Exhibit A of Board Policy Manual
- Attachment 2 – Board of Director's Evaluation Form GM
- Attachment 3 – Department Head 360 Performance Evaluation of GM

Exhibit A

This written procedure is provided to the Board of Directors as guidance in completing a 360 Degree Annual Performance Evaluation for the General Manager.

These evaluations should be conducted annually on the anniversary of the General Manager's hire date and use the standard MCSD GENERAL MANAGER EVALUATION Form attached as EXHIBIT 1, unless the Board of Directors determine it insufficient. At that time determine a more appropriate interval.

Simultaneously the Board should request District Department Heads participate in an advisory evaluation by utilizing the GENERAL MANAGER 360 PERFORMANCE EVALUATION Form attached as EXHIBIT 2.

The process will begin with the Board requesting an item be placed on the agenda approximately one month prior to the anniversary date. This item should be titled "Initiate process for General Manager Performance Evaluation" and can be accomplished in an open session.

During an open public meeting, the selection of one board member to consolidate all five Board Member and three Department Head evaluations will be determined by the Board President. Once a member of the Board has been selected a schedule should be established and should include:

- Date to complete and return sealed evaluations to Board Secretary,
- Date the appointed consolidator will retrieve the evaluations and
- A date for the closed session for the General Manager's performance evaluation.

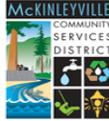
All five Board Members will receive the evaluation forms from the Board Secretary at that meeting with an envelope to seal and return with the completed forms. The Board will fill out the evaluations and provide them to the Board Secretary at the District Office in the sealed envelope in accordance with the schedule.

After the meeting the Board Secretary will distribute the GENERAL MANAGER 360 PERFORMANCE EVALUATION form to Finance Director, Operations Director and Parks and Recreation Director and coordinate the completion in accordance with the Board's schedule so the evaluations are all completed and ready simultaneously.

The Board Member selected to consolidate the evaluations will be notified by the Board Secretary that the evaluations by department heads and other Board Members are completed and ready to pick up. The evaluations will be consolidated by averaging each section and combining any written comments so there is one evaluation from the Board and one evaluation from the Department Heads.

During a properly noticed public meeting the board will convene a closed session to review the consolidated evaluation with the General Manager for the purpose of discussing the General Manager's performance. See the example below for noticing.

"PUBLIC EMPLOYEE PERFORMANCE EVALUATION
(California Government Code § 54954.5 and 54957): Title:
General Manager—*(Name Inserted Here)*"



MCKINLEYVILLE COMMUNITY SERVICES DISTRICT
 Board of Directors' Evaluation Form - General Manager
 Performance Review Period (_____ through _____)

Board Member: _____

Date _____

A. BOARD/MANAGER RELATIONSHIP

5 - Outstanding 4 - Excellent 3 - Satisfactory 2 - Needs Improvement 1 - Unsatisfactory

	5	4	3	2	1
Provides sufficient staff reports and related agenda materials to allow for effective Board discussion/decision-making. Provides information to Board Members in a timely manner. Obtains and evaluates relevant information and implements or recommends appropriate solutions to problems.					
Displays a professional attitude/image that assures public confidence. Makes effort to be accessible and provides consistent and equal treatment to Board Members.					

B. COMMUNITY RELATIONS

5 - Outstanding 4 - Excellent 3 - Satisfactory 2 - Needs Improvement 1 - Unsatisfactory

	5	4	3	2	1
Represents the District well in presentations to civic groups, media and the public and provides a positive, professional image. Sought to develop cooperative working relationships with various outside governmental agencies and other outside groups.					
Promotes community involvement in the District as opportunity allows.					
Enhances community understanding of District's goals and objectives. Deals openly with conflict and District problems.					

C. LEADERSHIP

5 - Outstanding 4 - Excellent 3 - Satisfactory 2 - Needs Improvement 1 - Unsatisfactory

	5	4	3	2	1
Assumes leadership in establishing the immediate and long-range goals & objectives for the District.					
Demonstrates original thinking, ingenuity, and creativity by introducing new strategies or courses of action.					
Plans effectively and supports innovative problem-solving by involving others.					

D. COMMUNICATION

5 - Outstanding 4 - Excellent 3 - Satisfactory 2 - Needs Improvement 1 - Unsatisfactory

	5	4	3	2	1
Promotes and engages in two-way communication with Board Members.					
Is accessible to Board Members. Communicates new ideas, suggestions, and concerns to the Board.					

E. MANAGING FINANCIAL AND MATERIAL RESOURCES

5 - Outstanding 4 - Excellent 3 - Satisfactory 2 - Needs Improvement 1 - Unsatisfactory

	5	4	3	2	1
Identifies District revenue enhancements and cost saving to ensure the District accomplishes important short-term and long-term goals.					
Demonstrates original thinking, ingenuity, and creativity by introducing new financial strategies or courses of action.					
Plans, implements, and directs a comprehensive financial program for the District's long-range economic development.					
Has a general understanding of technical issues affecting the District.					

F. ORGANIZATION

5 - Outstanding 4 - Excellent 3 - Satisfactory 2 - Needs Improvement 1 - Unsatisfactory

	5	4	3	2	1
Develops procedures in response to needs. Implements practices and monitoring results in support of Board policy. Anticipates changes in various situations and the ability to achieve goals despite these changes. Meets schedules (whether set by the General Manager or by others). Sets priorities, understands systems, practices time management, planning, and is committed to quality work.					

H. OVERALL EVALUATION

5 - Outstanding 4 - Excellent 3 - Satisfactory 2 - Needs Improvement 1 - Unsatisfactory

	5	4	3	2	1
Overall Performance					

Remarks/Comments:

**GENERAL MANAGER
360 PERFORMANCE EVALUATION**

Rating categories:

- I*** - Improvement needed for performance to meet expected standards
M - Performance fully meets expected standards
E - Performance consistently exceeds standards

PERFORMANCE FACTORS	<i>I</i>	<i>M</i>	<i>E</i>	COMMENTS
1. QUALITY OF WORK: Consider the extent to which completed work is accurate, neat, well-organized, thorough, and effective				
2. RELATIONSHIPS WITH PEOPLE: Consider the extent to which the GM recognizes the needs and desires of other people, treats other with respect and courtesy, and inspires their respect and confidence, etc.				
3. WORK HABITS: Consider the GM's effectiveness in organizing and using work tools and time, in caring for equipment and materials, in following good practices of vehicle and personal safety, etc.				
4. TAKING ACTION INDEPENDENTLY: Consider the extent to which the GM shows initiative in making work improvements, identifying and correcting errors, initiating work activities, etc.				
5. ANALYZING SITUATIONS AND MATERIALS: Consider the extent to which the GM applies consistently good judgment in analyzing work situations and materials, and in drawing sound conclusions.				
6. MEETING WORK COMMITMENTS: Consider the extent to which the GM completes work assignments, meets deadlines, follows established policies and procedures, etc.				
7. TECHNICAL AND PRACTICAL KNOWLEDGE OF THE JOB: Extensive knowledge of technical elements in own program and related areas; willing to share technical knowledge; viewed as a knowledgeable resource; ability to effectively utilize a variety of resources to resolve administrative and/or program problems.				

**GENERAL MANAGER
360 PERFORMANCE EVALUATION**

Rating categories:

- I** - Improvement needed for performance to meet expected standards*
- M** - Performance fully meets expected standards*
- E** - Performance consistently exceeds standards*

PERFORMANCE FACTORS	<i>I</i>	<i>M</i>	<i>E</i>	COMMENTS
<p>8. SUPERVISING THE WORK OF OTHERS: Creates an environment in which employees are treated with respect. Employees possess a sense of ownership; satisfaction in the District's accomplishments; influence over how things are done, and an understanding of their personal importance to the MCSD. Provides appropriate control over staff activities. Provides timely performance appraisal of subordinate staff. Inspires continuous learning and development of staff. Recognizes and values the contributions of all members of a diverse work force.</p>				
<p>9. LEADERSHIP: Cooperates, inspires, motivates, persuades and guides others toward goal accomplishment; adapts leadership style to a variety of situations; models high standards of honesty, integrity, trust, openness and flexibility; makes sound decisions consistent with District objectives.</p>				
<p>10. FISCAL MANAGEMENT: Understands District costs, debt, cash flow, fixed assets and rate structures and is able to utilize these strategically; Analyzes budget forecasts for accuracy; maintains responsible District costs within Board approved budgets. Timely review and approval of bank reconciliations, journal entries, financial statements, invoices (AP) and payroll.</p>				
<p>11. COMMUNICATION: Proactively informing Board of Departmental and District issues and concerns; Timely collection of information and reports from Departments. Maintains confidentiality of communications.</p>				
<p>12. COMPLIANCE: Demonstrates the ability to maintain the District and all departments in compliance with laws, regulations and reporting requirements</p>				
<p>13. CUSTOMER SERVICE: Shows interest in and understanding of the needs, expectations and circumstance of internal and external customers. Explores options and pursues solutions until customers are satisfied. Is responsive, pleasant, professional and easy to do business with. Looks at the organization and its services from the customer's point of view. Seeks and uses customer feedback to improve services. Meets or exceeds internal and external customer expectations.</p>				

**GENERAL MANAGER
360 PERFORMANCE EVALUATION**

Rating categories:

- I** - Improvement needed for performance to meet expected standards
- M** - Performance fully meets expected standards
- E** - Performance consistently exceeds standards

<p>14. EMPLOYEE SAFETY: Consider whether the employee maintains and ensures training, safety requirements and compliance for supervised employees (i.e. full time, part-time, seasonal, Cal-works, sub-contractors or visitors)</p>				
<p>15. POLICIES AND PROCEDURES: Consider the extent to which the employee maintains compliance with All District Policies and Procedures. Ensures staff is aware of Human Resource and EEO Policies.</p>				
<p>16: IDP: Develops IDP with supervised employees and ensures employee completes all training requirements.</p>				

OTHER EVALUATOR COMMENTS:

SIGNATURE: _____ N/A _____

DATE: _____

GENERAL MANAGERS COMMENTS:

SIGNATURE: _____

DATE: _____

McKinleyville Community Services District

BOARD OF DIRECTORS

April 1, 2020

TYPE OF ITEM: **ACTION**

ITEM: E.5 **Consider Adopting Resolutions 2020-06 & 2020-07 Initiating Proceedings for the Measure B Maintenance Assessment District -- Renewal for Parks, Open Space, and Recreational Facilities Annual Levy and Collection of Assessments for Fiscal Year 2020/2021; Declaring Intention to Levy and Collect the Fiscal Year 2020/2021 Annual Assessments for the Measure B Maintenance Assessment District -- Renewal for Parks, Open Space, and Recreational Facilities, Accepting and Approving the Engineer's Report and Setting the Public Hearing**

PRESENTED BY: **Greg Orsini, General Manager**

TYPE OF ACTION: **Roll Call Vote**

Recommendation:

Staff recommends the Board review the information provided, take public comment and adopt Resolution 2020-06 & 2020-07:

- A resolution initiating proceedings for the Measure B Maintenance Assessment District -- Renewal for Parks, Open Space, and Recreational Facilities annual levy and collection of assessments for Fiscal Year 2020/2021, **Attachment 1**;
- A resolution of intention that declares the Board's intention to levy and collect the Measure B Maintenance Assessment District -- Renewal for Parks, Open Space, and Recreational Facilities annual assessments for Fiscal Year 2020/2021, accepts and approves the Engineer's Report regarding the assessments and sets the Public Hearing for May 6, 2020, **Attachment 2**.

Discussion:

In 1992, McKinleyville voters approved the Measure B Assessment District with a 20-year duration for the purpose of funding the development and maintenance of public recreation facilities including the McKinleyville Activity Center, Azalea Hall and Hiller Sports Site. The Board authorized collection of the assessments in each year beginning in Fiscal Year 1992/1993.

In 2011, a property owner protest ballot proceeding was conducted pursuant to the provisions of the California Constitution Article XIID for the levy of annual assessments for the Measure B Maintenance Assessment District -- Renewal for

Parks, Open Space, and Recreational Facilities which would replace and extend for another 20-year duration the assessments previously approved by voters in 1992. The proposed assessments were approved by the property owners (54.9% in favor, 45.1% opposed) and the new assessments were levied on the Humboldt County tax rolls for Fiscal Year 2011/2012 (first year's assessment).

In accordance with the provisions of the Landscaping and Lighting Act of 1972 (Streets and Highway Code), the Board in addition to conducting a Public Hearing, must annually adopt a resolution Initiating Proceedings; and a resolution Declaring its Intention to levy assessments for the upcoming fiscal year.

The Resolution Initiating Proceedings generally describes any proposed new improvements or any substantial changes in existing improvements and orders the engineer to prepare and to file a report.

The Resolution of Intention basically includes the Board's approval of the report, either as filed or as modified; declares the intention of the Board to levy and collect assessments within the assessment district for the fiscal year stated in the report; and, give notice of the time and the place for the public hearing on the levy of the proposed assessment.

Alternatives:

Staff analysis consists of the following potential alternative

- Take No Action

Fiscal Analysis:

The Fiscal Year 2020/2022 Draft Engineer's Report anticipates that Measure B collections from the existing 5,802 taxable parcels in the assessment district that benefit from the improvements and based on a proposed assessment rate of \$30.00 per equivalent benefit unit (unchanged from last year), the assessment revenue to be levied and collected on the tax rolls will be approximately \$217,638. This assessment revenue represents approximately 35% of the total estimated \$622,403 budgeted for Fiscal Year 2020/2021 to fund the operation and maintenance of MCSD's parks and recreation facilities.

Environmental Requirements:

Not applicable

Exhibits/Attachments:

- Attachment 1 – Resolution 2020-06
- Attachment 2 – Resolution 2020-07
- Attachment 3 – Draft Annual Engineer's Report for Fiscal Year 2020/2021

RESOLUTION 2020 – 06

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT INITIATING PROCEEDINGS FOR THE MEASURE B MAINTENANCE ASSESSMENT DISTRICT – RENEWAL FOR PARKS, OPEN SPACE, AND RECREATIONAL FACILITIES ANNUAL LEVY AND COLLECTION OF ASSESSMENTS FOR FISCAL YEAR 2020/2021.

THE BOARD OF DIRECTORS OF THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

Section 1: The Board of Directors through previous resolutions has formed and levied annual assessments for the “**Measure B Maintenance Assessment District – Renewal for Parks, Open Space, and Recreational Facilities**” (the “Assessment District”), pursuant to the provisions of the Landscaping and Lighting Act of 1972 (Streets & Highways Code Section 22500 *et. seq.*) (the “Act”), that provides for the collection of assessments by the County of Humboldt on behalf of the McKinleyville Community Services District (“MCSD”) to pay for the operation, maintenance, servicing, acquisition and construction of local parks, trails, open space and recreational facilities related thereto that provide special benefits to properties located in the Assessment District.

Section 2: The Board of Directors desires to initiate proceedings for the levy and collection of annual assessments for Fiscal Year 2020/2021 to fund in whole or in part the improvements and services that provide special benefit to the properties within the Assessment District pursuant to the provisions of the Act.

Section 3: MCSD has retained Willdan Financial Services (the “Engineer”) as Engineer of Work for the purpose of assisting with the Levy of the Assessment District for Fiscal Year 2020/2021.

Section 4: Pursuant to Section 22622 of the Act, the Board of Directors of MCSD hereby orders the Engineer to prepare and file with the Board Secretary the Report in accordance with Article 4 (commencing with Section 22565) of Chapter 1 of the Act, concerning the levy of assessments for the Assessment District for the Fiscal Year commencing July 1, 2020 and ending June 30, 2021.

Section 5: The proposed improvements may include all improvements, services and activities authorized by the Act for ongoing operation, maintenance, servicing, acquisition, construction, and installation and incidental expenses related to the parks, trails, open space and recreational facilities associated with the Assessment District.

Section 6: The territory within the proposed District shall consist of the lots, parcels and subdivisions of land within the boundaries of MCSD that will receive special benefits from the improvements.

Now, therefore, be it resolved that the McKinleyville Community Services District

ADOPTED, SIGNED AND APPROVED at a duly called meeting of the Board of Directors of the McKinleyville Community Services District on the 1st day of April, 2020 by the following polled vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mary Burke, Board President

Attest:

April Sousa, Board Secretary

RESOLUTION 2020 - 07

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT DECLARING ITS INTENTION TO LEVY AND COLLECT THE ANNUAL ASSESSMENTS FOR THE MEASURE B MAINTENANCE ASSESSMENT DISTRICT – RENEWAL FOR PARKS, OPEN SPACE, AND RECREATIONAL FACILITIES FOR FISCAL YEAR 2020/2021; ACCEPTING AND APPROVING THE ENGINEER’S REPORT PREPARED IN CONNECTION THERETO; AND SETTING A TIME AND PLACE FOR THE PUBLIC HEARING ON THESE MATTERS.

THE BOARD OF DIRECTORS OF THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT DOES HEREBY FIND, DETERMINE, AND RESOLVE AS FOLLOWS:

Section 1: By prior resolution, the Board of Directors (the “Board”) of the McKinleyville Community Services District (“MCSD”), pursuant to the provisions of the Landscaping and Lighting Act of 1972 (Streets & Highways Code Section 22500 *et. seq.*) (the “Act”) did by previous resolution, order the preparation of an Engineer’s Report (the “Report”) for the annual levy and collection of assessments for the district known and designated as the **“Measure B Maintenance Assessment District – Renewal for Parks, Open Space, and Recreational Facilities”** (the “Assessment District”) for fiscal year 2020/2021.

Section 2: Whereas, the Board proposes to levy and collect assessments against lots and parcels of land within the Assessment District to pay the annual costs and expenses of the improvements and services described in Section 6 of this resolution that provide special benefits to such lots and parcels of land, and hereby declares its intention to levy such assessments on the County tax rolls for fiscal year 2020/2021 pursuant to the Act.

Section 3: The Assessment Engineer of Work (the “Engineer”) has prepared and filed with the Board Secretary an Engineer’s Report (the “Report”) in connection with the Assessment District and the levy of assessments for Fiscal Year 2020/2021 pursuant to Section 22623 of the Act and in accordance with Chapter 1, Article 4 of the Act and the provisions of the California State Constitution, Article XIID.

Section 4: The Board has carefully examined and reviewed the Report as presented, and is preliminarily satisfied with the Assessment District, each and all of the budget items and documents as set forth therein, and is satisfied that the proposed annual assessments have been spread in accordance with the special benefits received from the improvements, operation, maintenance and services to be performed within the Assessment District, and that the Assessment District consists of all parcels that receive such special benefits, as set forth in said Report.

Section 5: The Report is hereby accepted and approved as submitted and ordered to be filed in the offices of the MCSD as a permanent record and to remain open to public inspection.

Section 6: The proposed improvements may include all improvements, services and activities authorized by the Act for the ongoing operation, maintenance, servicing, acquisition, construction, and installation and incidental expenses, including any debt service issued to finance capital improvements, related to the parks, trails, open space and recreational facilities associated with the Assessment District. The Board of Directors states that it intends that, in future proceedings, it may issue bonds to fund work ordered in those proceedings. Such bonds will be issued pursuant to the Improvement Bond Act of 1915 (Streets & Highways Code Section 8500 *et seq.*) and shall bear a rate of interest not in excess of that permitted by law. MCSD will not obligate itself to advance available funds from MCSD's general fund to cure any deficiency which may occur in the bond redemption fund. The Report prepared in connection with these proceedings provides a more detailed description of the improvements and by reference is made part of this Resolution.

Section 7: The boundaries of the Assessment District shall be coextensive with those of MCSD.

Section 8: The Board of Directors hereby declares its intention to levy and collect an assessment against the lots and parcels of land within the Assessment District for Fiscal Year 2020/2021 at the same assessment rate applied in the previous fiscal year as more fully described in the Report.

Section 9: Notice is hereby given that a public hearing on these matters will be held by the Board on **Wednesday, May 6, 2020**, beginning at **6:30 P.M.**, or as soon thereafter as feasible, at the MCSD Office Conference Room, located at 1656 Sutter Road, McKinleyville, California. At the Public Hearing, all interested persons shall be afforded the opportunity to hear and be heard.

Section 10: Pursuant to Section 22626(a) of the Act, the Board directs that the Board Secretary shall give notice of the time and place of the Public Hearing by causing the publishing of this resolution once in the local newspaper not less than ten (10) days before the date of the public hearing, and by posting a copy of this resolution on the official bulletin board customarily used by the Board for the posting of notices. For fiscal year 2020/2021, no new or increased assessments are proposed and a mailing of a notice and ballot to property owners is not required.

Section 11: The Board Secretary shall certify to the passage and adoption of this Resolution.

Now, therefore, be it resolved that the McKinleyville Community Services District

ADOPTED, SIGNED AND APPROVED at a duly called meeting of the Board of Directors of the McKinleyville Community Services District on the 1st day of April, 2020 by the following polled vote:

AYES:

NOES:

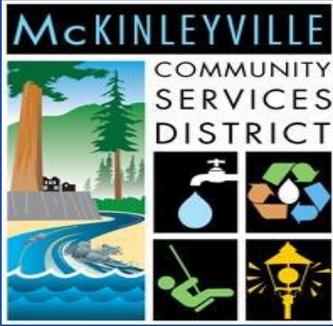
ABSENT:

ABSTAIN:

Mary Burke, Board President

Attest:

April Sousa, Board Secretary



MCKINLEYVILLE COMMUNITY SERVICES DISTRICT

MEASURE B MAINTENANCE ASSESSMENT DISTRICT (RENEWAL FOR PARKS, OPEN SPACE, AND RECREATIONAL FACILITIES)

2020/2021 PRELIMINARY ENGINEER'S ANNUAL LEVY REPORT

Intent Meeting: April 1, 2020

Public Hearing: May 6, 2020

27368 Via Industria
Suite 200
Temecula, CA 92590
T 951.587.3500 | 800.755.6864
F 951.587.3510



**McKinleyville Community Services District
Measure B Maintenance Assessment District – Renewal for
Parks, Open Space, and Recreational Facilities**

Fiscal Year 2020/2021

County of Humboldt, State of California

This Report and the enclosed descriptions, budgets and diagram outline the proposed improvements and assessments associated with the McKinleyville Community Services District Measure B Maintenance Assessment District – Renewal for Parks, Open Space, and Recreational Facilities for Fiscal Year 2020/2021. Said District includes each lot, parcel, and subdivision of land within the boundaries of the McKinleyville Community Services District, as they existed at the time this Report was prepared and the passage of the Resolution of Intention. Reference is hereby made to the Humboldt County Assessor’s maps for a detailed description of the lines and dimensions of parcels within the McKinleyville Community Services District Measure B Maintenance Assessment District – Renewal for Parks, Open Space, and Recreational Facilities. The undersigned respectfully submits the enclosed Report as directed by the McKinleyville Community Services District Board of Directors.

Dated this _____ day of _____, 2020.

Willdan Financial Services
Assessment Engineer
On Behalf of the McKinleyville Community Services District

By: _____

Mike Medve
Project Manager

By: _____

Richard Kopecky
R. C. E. # 16742

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I. Introduction

The McKinleyville Community Services District (hereafter referred to as “CSD”), in the County of Humboldt, was established on April 14, 1970, pursuant to the Community Services District Law (California Government Code Section 61000 et seq.) (“CSD Law”), to provide water and sewer services. The services of the CSD were expanded in 1972 to include street lighting, again in 1985 to include parks and recreation, and then in 1995 to include the construction of the McKinleyville Library. The boundaries of the CSD include approximately 12,140 acres and is bordered by the Mad River to the South, Patrick Creek to the North, the Pacific Ocean to the West, and Lindsey Creek to the East.

In 1991, Measure B was passed by voters, authorizing the CSD to collect annual assessments in order to construct a new community center, to purchase land for sports fields, and to provide for the maintenance and operation of park and recreational facilities. The 1991 Measure B Assessment District was formed to levy and collect annual assessments on the County tax rolls pursuant to the Landscape and Lighting Act of 1972 (California Streets and Highways Code §22500 et seq.) (hereafter referred to as “1972 Act”) for a period of twenty (20) years. With the original Measure B Assessment District and assessments set to expire (sunset) in 2012 (the end of Fiscal Year 2011/2012), the continued operation and maintenance of the park and recreational improvements and facilities provided to the community by the CSD – including the McKinleyville Activity Center, Hiller Sports Complex and Azalea Hall – would have been jeopardized.

Therefore, in 2010, the McKinleyville CSD Board of Directors (“Board” or “Board of Directors”) initiated proceedings to reestablish a special benefit assessment district within the CSD designated as the

McKinleyville Community Services District Measure B Maintenance Assessment District – Renewal for Parks, Open Space, and Recreational Facilities

for the purpose of providing and continuing a stable revenue source, coupled with available grants and donations from other sources, to fund the ongoing operation, maintenance, expansion, enhancement, construction, renovation, and rehabilitation of the CSD parks and recreational improvements including parks, wilderness parklands, open space, trails, sports facilities, recreation and activity centers, and facilities, including incidental expenses and debt services for any bond(s), loans or other repayment plans incurred to finance capital improvements (collectively referred to as “Improvements”) that provide special benefits to properties within the CSD. The Board of Directors proposed to form (reestablish) the Measure B Maintenance Assessment District – Renewal for Parks, Open Space, and Recreational Facilities (“District”) for another twenty (20) year period and to levy and collect annual assessments on the County tax rolls to fund, in whole or in part, the improvements including related debt service on bonds that may be issued or loan agreements to finance the authorized improvements.

Pursuant to the requirements of the California Constitution, Article XIID Section 4 and the provisions of the 1972 Act, the Board of Directors called for an Engineer’s Report to be prepared regarding the proposed formation of the District and conducted a property owner protest ballot proceeding for the proposed levy of the new assessments. In conjunction with this ballot proceeding, a noticed public hearing was held on March 16, 2011 to consider public testimonies, comments and written protests regarding the formation of the District and the levy of assessments. Upon conclusion of the public hearing, protest ballots received were opened and

tabulated to determine whether majority protest existed (with ballots weighted based on proportional assessment amounts), and the Board of Directors confirmed the results of that ballot tabulation, with approximately 54.9% of the weighted ballots being in favor of the assessments and 45.1% being opposed. Finding that majority protest did not exist, the Board approved and adopted the formation of the District and order the levy and collection of assessments for Fiscal Year 2011/2012 (first year's annual assessments).

The assessment rate and method of apportionment, established in the Engineer's Report at the time of formation of the District and as described herein, became effective commencing in Fiscal Year 2011/2012 and may be levied annually pursuant to the provisions of the 1972 Act for up to twenty (20) years (through Fiscal Year 2031/2032). The annual assessments each fiscal year are based on the estimated revenues needed to support the ongoing operational and maintenance costs of the Improvements (collectively referred to as "maintenance"); the long term repairs, renovations and rehabilitation costs associated with the improvements, as well as possible acquisitions, expansion or construction of new improvements or facilities including a new Teen/Family Center (collectively referred to as "capital improvements"); and estimated incidental expenses associated with the administration of the assessments and of bonds or loans issued to finance improvements and facilities.

The authorized improvements may include, but are not limited to, operation, maintenance, acquisitions, upgrades and construction of existing and/or new facilities to enhance or expand the McKinleyville CSD parks and recreational system, facilities and activities that will provide special benefits to properties within the District that would otherwise be reduced, postponed or abandoned due to limited funding sources. The improvements and annual District assessments for Fiscal Year 2020/2021 as outlined herein, have been established in accordance with the 1972 Act which may include the issuance of bonds pursuant to the Improvement Bond Act of 1915 (California Streets and Highways Code §8500 et seq.) ("1915 Act") and in compliance with the substantive and procedural requirements of the California State Constitution Article XIID ("California Constitution" or "Article XIID"). This Engineer's Report ("Report") has been prepared in connection with the proposed levy and collection of District assessments for Fiscal Year 2020/2021, pursuant to Chapter 2 Article 1 Sections §22585 and §22586 in accordance with Chapter 1, Article 4 beginning with §22565 of the 1972 Act.

The District includes all lots and parcels of land within the McKinleyville CSD as identified by the Humboldt County Assessor's Office at the time this Report was prepared. The word "parcel," for the purposes of this Report, refers to an individual property assigned its own Assessor's Parcel Number (APN) by the Humboldt County Assessor's Office. The Humboldt County Auditor/Controller uses Assessor's Parcel Numbers and a specified Fund Number to identify properties to be assessed on the tax roll for the special benefit assessments described herein.

This Report describes the District and identifies the improvements including any proposed changes to such improvements to be provided, the estimated expenditures, and the resulting special benefit assessments to be levied and collected on the County tax rolls for Fiscal Year 2020/2021. The total annual assessments presented herein are based on an estimated budget (estimated expenses) and the assessment revenues required to fund in whole or in part the park and recreational improvements, facilities and related activities deemed to be of special benefit to properties in the District and have been identified as essentially recreational and conservation objectives which property owners and residents of the CSD have supported.

Revenues generated by the annual assessments are currently being used to fund the annual operation and maintenance of the existing park and recreational improvements within the CSD, a

majority of the annual assessments (both now and in the future) is being utilized and pledged to pay debt service and related costs associated with the issuance of bonds or other loans to finance capital improvement projects for the upgrade or renovation of existing improvements and facilities, or the acquisition and/or construction of new park and recreational improvements or facilities for the special benefit of properties within the District. The allocation of assessment revenue funds amongst the various improvements, services and activities to be provided will be prioritized by the McKinleyville CSD staff based on available assessment revenues generated by the District, the total funding needed for each authorized improvement and projects, the impact each improvement will have on the overall park and recreational system that benefit properties in the District, and the timing of any outside revenues that may become available to offset the cost of such improvements or projects.

This Report pursuant to Chapter 1, Article 4 of the 1972 Act, consists of five (5) parts:

Part I

Plans and Specifications: A description of the District boundaries and the proposed improvements associated with the District. Generally, the District improvements consist of each of the park and recreational improvements and facilities in McKinleyville CSD.

Part II

The Method of Apportionment: A discussion of the general and special benefits associated with the overall park and recreational improvements to be provided within the CSD (Proposition 218 Benefit Analysis). This part also includes a discussion of the proportional costs of the special benefits upon which the assessments are determined and separation of costs considered to be of general benefit (and therefore not assessed). This section of the Report also outlines the method of calculating each property's proportional special benefit and annual assessment utilizing a weighted benefit comparison and proportionality among the different property types within the District.

Part III

Estimate of Improvement Costs: An estimate of the annual cost to fund the improvements for Fiscal Year 2020/2021. The District assessments are intended and will fund only a portion of the costs needed to provide the various improvements and are not designated to fully fund any specific improvement. This estimate of the improvement costs (budget) includes an estimate of the total annual maintenance and operation costs for the existing park and recreational improvements within the CSD; an estimate of annual funding collected for planned capital improvement expenditures to fund expansion, enhancement, renovation or rehabilitation of the parks, trails and related recreational facilities within the CSD (including acquisitions and new construction); and authorized incidental expenses including, but not limited to county fees, professional services related to administration of the District and/or bonds. The estimated expenditures and assessment rate identified in this Report budget and the resulting parcel assessments for Fiscal Year 2020/2021 are based on the estimated net annual cost to fund the improvements and activities for the year (Balance to be Levied), and the method of apportionment established for the District, and such assessments shall not exceed the maximum assessment (Rate per Equivalent Benefit Unit) established when the District was formed.

Part IV

District Diagram: A Diagram showing the exterior boundaries of the District is provided in this Report and includes all parcels that will receive special benefits from the improvements. These boundaries are coterminous with the boundaries of the McKinleyville CSD. Parcel identification, the lines and dimensions of each lot, parcel and subdivision of land within the District, are inclusive of all parcels within the CSD as shown on the Humboldt County Assessor's Parcel Maps as they existed at the time this Report was presented to the Board of Directors for the adoption of the Resolution of Intention, and shall include all subsequent subdivisions, lot-line adjustments or parcel changes therein. Reference is hereby made to the Humboldt County Assessor's maps for a detailed description of the lines and dimensions of each lot and parcel of land within the District.

Part V

Assessment Roll: A listing of the proposed assessment amount to be levied and collected for each parcel within the District for Fiscal Year 2020/2021. The assessment amount for each parcel is based on the parcel's calculated proportional special benefit as outlined in the method of apportionment and the assessment rate established in the budget for Fiscal Year 2020/2021.

Part I – Plans and Specifications

The boundaries of the District are coterminous with the McKinleyville CSD boundaries. The purpose of this District is to provide a stable revenue source, coupled with available grants and donations from other sources, to fund the ongoing operation, maintenance, expansion, enhancement, construction, renovation and rehabilitation of the McKinleyville CSD park and recreational improvements including parks, wilderness parklands, open space, trails, sports facilities, recreation and activity centers and facilities (collectively referred to as “Improvements”) that provide special benefits to properties within the CSD, including incidental expenses and debt services for any bond(s), loans or other repayment plans incurred to finance capital improvements.

Improvements Authorized by the 1972 Act

The 1972 Act permits assessments proceeds to be spent on the following:

- The installation or planting of landscaping.
- The installation or construction of statuary, fountains, and other ornamental structures and facilities.
- The installation or construction of public lighting facilities.
- The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
- The installation of park or recreational improvements, including, but not limited to, all of the following:
 - Land preparation, such as grading, leveling, cutting and filling, sod, landscaping, irrigation systems, sidewalks, and drainage.
 - Lights, playground equipment, play courts, and public restrooms.
- The maintenance or servicing, or both, of any of the foregoing.
- The acquisition of land for park, recreational, or open-space purposes.
- The acquisition of any existing improvement otherwise authorized pursuant to this section.
- The acquisition or construction of any community center, municipal auditorium or hall, or similar public facility for the indoor presentation of performances, shows, stage productions, fairs, conventions, exhibitions, pageants, meetings, parties, or other group events, activities, or functions, whether those events, activities, or functions are public or private.
- Incidental expenses associated with the improvements including, but not limited to:
 - The cost of preparation of the report, including plans, specifications, estimates, diagram, and assessment;
 - The costs of printing, advertising, and the publishing, posting and mailing of notices;
 - Compensation payable to the County for collection of assessments;
 - Compensation of any engineer or attorney employed to render services;

- Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements;
 - Any expenses incidental to the issuance of bonds or notes pursuant to Section 22662.5; and
 - Costs associated with any elections held for the approval of a new or increased assessment.
- Where the cost of improvements (other than maintenance and operations) is greater than can be conveniently raised from a single annual assessment, the 1972 Act permits an assessment to be levied and collected in annual installments. In that event, the governing body may choose to do any of the following:
- Provide for the accumulation of the moneys in an improvement fund until there are sufficient moneys to pay all or part of the cost of the improvements;
 - Provide for a temporary advance to the improvement fund from any available and unencumbered funds of the local agency to pay all or part of the cost of the improvements and collect those advanced moneys from the annual installments collected through the assessments; and/or
 - Borrow an amount necessary to finance the estimated cost of the proposed improvements. The amount borrowed, including amounts for bonds issued to finance the estimated cost of the proposed improvements.

District Improvements

The District assessments will fully or partially fund various improvements and activities that specially benefit properties within the District. It is the goal and intent for this District to provide a stable revenue source that will allow the McKinleyville CSD to partially fund the on-going maintenance of the various park and recreational facilities for the community and endeavors to improve the overall park and recreational system that directly affect the properties and quality of life for residents, tenants, employees and owners of properties within the CSD. To the full extent permitted by the 1972 Act, the improvements, projects and expenditures to be funded by the assessments may include:

- **Operation and Maintenance:** operation and maintenance of park and recreational improvements throughout the District.
- **Acquisitions:** The acquisition of land or facilities for park or recreational purposes.
- **Resource Development:** The construction, installation and/or expansion of various park sites, trails, open spaces, halls/activity centers (“community centers”) and related recreational facilities within the District.
- **Facility Enhancements/Rehabilitation:** Periodic repairs and renovations of recreational sites and facilities (parks, trails, community centers) including but not limited signage, playground and tot-lot equipment; sports field fencing; portable soccer goals; ball fields; tennis courts; basketball courts; sports facility lighting; parking facilities; restrooms, kitchens and related equipment and amenities such electrical, irrigation and drainage systems, tables benches, etc.
- **Capital Improvements:** Major repairs of recreational buildings and facilities that may include repair or replacement roofs, interior building repairs, replacement of permanent fixtures,

structural repairs, internal building remodels, as well as the construction and installation of new facilities.

Based on current facility needs and planned capital improvement projects (park and recreational enhancements), an estimated annual budget for Fiscal Year 2020/2021 has been developed for the overall McKinleyville CSD park and recreation improvement program, which has been prioritized based on the overall impact each improvement or facility will have on the overall park and recreational system within the CSD, and the timing and availability of any outside revenues that may be utilized to offset certain costs. Based on this budget, revenues collected through the annual assessments will be apportioned approximately nineteen percent (19%) for park and sports complex maintenance, thirteen percent (13%) for hall/activity center operation and maintenance, four percent (4%) for trail and open space maintenance; sixty percent (60%) for capital improvement projects, and four percent (4%) for incidental expenses including administration and fees. However, it is likely this apportionment of assessment revenues may be altered over the proposed twenty-year duration of the District and may even be adjusted during the course of Fiscal Year 2020/2021 based on changing needs.

A summary of the improvements that have been identified by the CSD as planned park and recreational maintenance and/or enhancements that will be funded in whole or in part through the District assessments is provided below, as well as in Appendix A. Specific details regarding these improvements and projects are on file in the Office of the McKinleyville CSD District Manager and by reference these documents are made part of this Report.

Improvements to be maintained in whole or in part by District assessments for Fiscal Year 2020/2021 may include, but are not limited to:

- Maintenance, servicing and operation of existing parks and park facilities, including:
 - Landscape Maintenance of approximately 91,571 square feet of irrigated turf in Pierson Park, 75,000 square feet within Hiller Park West, and 498,112 square feet within the Hiller Sports Complex.
 - Landscape Maintenance of approximately thirty-five (35) acres of non-irrigated/natural vegetation within Hiller Park West.
 - Maintenance of eight (8) sports fields within the Hiller Sports Complex.
 - Maintenance of approximately 17,157 square feet of parking lot area within Pierson Park, 9,770 square feet within Hiller Park West, and 35,000 square feet within the Hiller Sports Complex.
 - Maintenance and operation of approximately 2 restroom facilities each, within Pierson Park, Hiller Park West, and the Hiller Sports Complex.
 - Maintenance of 5 playground structures within Pierson Park, and 3 playground structures within Hiller Park West.
- Operation, servicing and maintenance of existing halls/activity centers including:
 - Azalea Hall: including maintenance of approximately 200 square feet of landscaping area; 13,800 square feet of parking lot area maintenance; and operation and maintenance of an approximately 9,500 square foot hall, including men and women restroom facilities, commercial sized-kitchen, 3,000 square foot hall available as reception area, stage, storage for social events. Azalea Hall is located along Pickett Road, within Pierson Park.

- McKinleyville Activity Center (“MAC”): including maintenance of approximately 19,174 square feet of landscaping and parking lot areas; operation and maintenance of an approximately 7,000 square foot gymnasium, operation and maintenance of a 3,000-square foot lobby area, including men and women restrooms and storage facilities. MAC is located along Gwin Road within Pierson Park.
 - McKinleyville Teen Center: is an approximate 6,600 square foot addition to an existing community center. The 6,600 square-foot center is used for teen and community activities that include a quiet study room, covered outdoor performance area and a community commercial kitchen where cooking classes are held. The center is designed so that up to seven distinct and separate activities can take place at the same time without overlap.
- Maintenance of existing trails:
- Landscaping and trail maintenance of approximately 7,000 feet of trails, including maintenance/repairs to trails, benches and asphalt.
- Maintenance of existing open space, including:
- Hewitt Ranch – Landscaping and maintenance of open space area.
 - School Road – Landscaping and maintenance of open space area.
 - North Bank Road – River Front, Landscaping and open space area
- Operation and maintenance of future park and recreational facilities that may be acquired or developed over the duration of the District assessments.

The improvements listed above are inclusive of the improvements and facilities identified in the Engineer’s Report prepared in connection with the formation of the District, and no significant changes are proposed or anticipated for Fiscal Year 2020/2021.

Part II – METHOD OF APPORTIONMENT

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements, including the acquisition, construction, installation and servicing of park and recreational facilities. The 1972 Act requires that the cost of these improvements be levied according to benefit rather than assessed value:

The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.

The method of apportionment described in this Report for allocation of special benefit assessments utilizes commonly accepted engineering practices and is the same method of apportionment utilized and established when the District was formed. The formulas used for calculating assessments reflect the composition of parcels within the District and the improvements and activities to be provided and have been designed to fairly apportion costs based on a determination of the proportional special benefits to each parcel, consistent with the requirements of the 1972 Act and the provisions of Article XIII D of the California Constitution.

Proposition 218 Benefit Analysis

The costs of the proposed improvements have been identified and allocated to properties within the District based on special benefit. The improvements to be provided by this District and for which properties will be assessed have been identified as essential recreational objectives for the CSD, which the property owners and residents have expressed a high level of support.

The District was formed to provide an overall park and recreational enhancement program that affects and will directly benefit all parcels to be assessed within the District. The assessments and method of apportionment is based on the premise that the assessments will be used for the annual maintenance, as well as expansion and enhancement of the CSD's park and recreation system, and the revenues generated over the duration of the District will be used for park and recreational facilities throughout the District.

In conjunction with the provisions of the 1972 Act, the California Constitution Article XIID addresses several key criteria for the levy of assessments, notably:

Article XIID Section 2(d) defines District as follows:

District means an area determined by an agency to contain all parcels which will receive a special benefit from a proposed public improvement or property-related service.

Article XIID Section 2(i) defines Special Benefit as follows:

“Special benefit” means a particular and distinct benefit over and above general benefits conferred on real property located in the district or to the public at large. General enhancement of property value does not constitute “special benefit.”

Article XIIID Section 4(a) defines proportional special benefit assessments as follows:

An agency which proposes to levy an assessment shall identify all parcels which will have a special benefit conferred upon them and upon which an assessment will be imposed. The proportionate special benefit derived by each identified parcel shall be determined in relationship to the entirety of the capital cost of a public improvement, the maintenance and operation expenses of a public improvement, or the cost of the property related service being provided. No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel.

The method of apportionment (method of assessment) set forth in the Report is based on the premise that each assessed property receives special benefits from local park and recreational improvements that are funded by the assessments, and the assessment obligation for each parcel reflects that parcel's proportional special benefits as compared to other properties that receive special benefits.

To identify and determine the proportional special benefit to each parcel within the District, it is necessary to consider the entire scope of the improvements provided as well as the properties that benefit from those improvements. The improvements and the associated costs described in this Report, have been carefully reviewed and have been identified and allocated based on a benefit rationale and calculations that proportionally allocate the net cost of only those improvements determined to be of special benefit to properties within the District. The various public improvements and the associated costs have been identified as either "general benefit" (not assessed) or "special benefit".

General Benefits

Assessments are established on the basis of calculated proportional special benefit to properties within a district. Because general benefits are not assessable, the general benefit costs are excluded from the assessment calculation. With respect to this District, although the various McKinleyville CSD park and recreational improvements including designated parks, wilderness parklands, open space, trails, sports facilities, recreation and activity centers and facilities that will be maintained, expanded and/or enhanced through the District's assessment revenues are located throughout the CSD and clearly provide a special benefit to properties within the District, it is also recognized that these are public facilities that will occasionally be utilized by the general public and may even be in proximity to some properties outside the District boundaries that are not assessed. The fact that these improvements and facilities are available to the general public would suggest that at least a portion of the cost to provide the improvements is of general benefit.

When the District was formed in Fiscal Year 2011/2012 a detailed review and analysis of the improvements and surrounding properties revealed that all properties within the District boundaries were located within two and a half miles (2½ miles) of an existing park, wilderness parkland, open space, trail, sports facility, recreation and activity center and other facilities provided by the CSD, which is well within the broader 3-4 mile sphere of influence commonly associated with such improvements. This analysis revealed that properties within the broader 3 to 4-mile area, but outside the 2½ mile service area associated with District parcels was predominately undeveloped land consisting of agricultural, timber, mining and open space properties. So, based on this information, it was reasonable to conclude that the improvements and facilities serve primarily the 2½ mile service area.

Within the 2½ mile service area, there were approximately 6,715 parcels of which, 5,638 parcels or eighty-four percent (84%) were identified in Fiscal Year 2011/2012 as being within the boundaries of the District, comprising roughly 12,140 acres of land. The remaining parcels (those parcels outside the District) represented approximately forty-two percent (42%) of the total acreage within the identified 2½ mile service area (approximately 8,800 acres of land). However, this area outside the District boundaries, but within the 2½ mile service area, is largely comprised of agricultural, timber production and gravel mining properties (approximately 6,835 acres or 78% of that total area), and these properties clearly have very limited direct utilization or need for the District improvements. In addition, approximately 575 acres, (6.5% of the total acreage outside the District, but within the 2½ mile service area), is identified as open space/public areas which offer similar recreational opportunities to the properties outside the District. The remaining developed properties (residential and non-residential) located outside of the District boundaries (approximately 1,390 acres) represent the equivalent of approximately six percent (6%) of the total developed residential and non-residential properties within the overall 2½ mile service area. While many of these parcels are likely served more directly by park and recreational facilities outside of the CSD, these properties have proximity to the improvements associated with the District and it can be assumed that the owners, residents and employees of these parcels may occasionally utilize or reasonably have access to the improvements within the CSD. These overall statistics have not changed significantly since Fiscal Year 2011/2012 and therefore, it was and still is, reasonable to assume that six percent (6%) of the total cost to provide the improvements is non-assessable and of general benefit.

In quantifying other general benefit considerations, it is more difficult to quantify benefits to people living and working outside of the 2½ mile service area (benefits to the general public). While the parks, trails and open space areas, and, to a lesser extent the community centers, are certainly available and may be utilized by the general public, the overall McKinleyville CSD area is clearly considered a rural area and not typically a destination point for tourism and travel. This observation is supported by the limited amount of non-residential development (commercial enterprises) in the area, comprising less than three percent (3%) of the parcels within the District and represents less than 4% of the acreage, of which less than 10% have been identified as travel related business (i.e. hotels, motels and service stations). As such, it is reasonable to conclude that the District improvements provide very limited general benefit to the public at large, statistically, less than 0.4% of the total acreage (10% of the 4%) and less than 0.3% of the total parcels (10% of the 3%). Based on this analysis, conservatively, the general benefit to the public at large is certainly no greater than four percent (4%) of the cost to provide the improvements. Therefore, based on the preceding analysis, collectively, the benefit to properties outside the District and to the public at large represents no more than ten percent (10%) of the total cost to provide the improvements.

As noted above, the District improvements clearly provide some measure of general benefit to properties outside the District and to the public at large, but it is also recognized that park and recreational improvements inherently provide general benefit to properties and people within the District. While much of the benefits to people are more directly tied to Recreational Programs (which are not part of the funding provided by the District or contemplated by this Report), the park and recreational facilities themselves provide general benefits to properties and people within the District such as:

- ❖ Health, social and self-improvement benefits derived from utilizing the facilities;

- ❖ Increased social opportunities and active involvement for children, teens and senior citizens;
- ❖ Group participation, character building, mentoring, and coaching for the youth in the community, that provides a positive atmosphere and reduces idle time that might otherwise result in criminal activities;
- ❖ Family and group activities that help to strengthen family value and reduce ethnic and social tensions.

These indirect benefits may be considered more general than special but are difficult to measure quantitatively. The need for, and the utility of, park and recreational improvements is created by the development of residential and non-residential land uses. The facilities extend the utility of concentrated land development; such as occurs in the McKinleyville CSD (which is an island of developed land uses largely surrounded by large areas of undeveloped land). Benefits to people are largely secondary benefits created by the primary benefits of increased recreational access of more concentrated developments and conservatively, it is estimated that no more than one-third (33%) of the cost to provide and maintain such improvements is attributable or considered a general benefit to properties and people within the District.

Based on the preceding discussion, collectively, it has been determined that approximately forty-three percent (43%) of the costs to provide the District improvements is attributable to general benefit, but for purposes of establishing proportional special benefit costs, it was established at the time of the District formation in Fiscal Year 2011/2012 and this Report assumes a more conservative approximation of general benefit to be fifty percent (50%) or half of the total annual cost to provide the improvements.

Special Benefit

McKinleyville CSD's recreational system (parks, wilderness parkland, trails, community centers, and recreational facilities and equipment) provide properties within the District the special benefit of nearby access to recreational facilities and spaces which are too specialized and/or large to be maintained within the individual properties and would be cost prohibitive to include within individual property development, including:

- ❖ Exercise facilities/space such as sports complexes, parkland areas and trails not typically found on individual parcels.
- ❖ Substantial outdoor areas increase the available recreational space and outdoor facilities, (picnic areas, playground equipment, open turf areas, sports fields and full-size courts, etc.), that are typically limited on individual parcels.
- ❖ Facilities (activity centers and parks) available for large gatherings, meetings and community events that could otherwise not be accommodated by the individual properties.

These facilities expand the use of each property within the CSD by providing these properties with access to desirable recreational facilities beyond those that can conveniently be included on a home or businesses lot. The common-use development of these facilities by the CSD, frees property-owners from the burden of having to provide extensive privately-owned recreation facilities or having a property that lacks access to such facilities. The availability

and proximity of the facilities is a distinct special benefit to the assessed parcels because the assessed parcels, unlike most parcels outside the District are within the immediate service area of the facilities and can easily use the facilities as a substitute for (and enhancement of) recreational facilities that would otherwise need to be provided on the parcel (or simply foregone). Because each assessed parcel is within the service area of the improvements and facilities offered by the McKinleyville CSD, these park and recreation improvements are like an extension of the front and back lawns of the parcels. They are not remote, but available for frequent and everyday use with minimal travel. We estimate this special benefit to represent at least half (1/2) of the total benefits created by the facilities.

Assessment Methodology

The method of apportionment (method of assessment) developed for this District is based on the premise that each of the property to be assessed receives a direct and special benefit from the improvements and recreational facilities to be financed by the District assessments.

To assess benefits equitably it is necessary to calculate each property's relative share of the special benefits conferred by the funded service. The method of apportionment for this District calculates the receipt of special benefit from the respective improvements based on the actual or proposed land use of the parcels within the District. The special benefit received by each lot or parcel is equated to the overall land use of parcels within the District based on the parcel's actual land use or proposed development. All costs associated with the improvements are distributed among the parcels based upon a calculation of the proportional special benefit received by each parcel. The benefit formula used to determine the assessment obligation is therefore based upon both the improvements that benefit the parcels within the District as well as the use and relative characteristics of each property as compared to other parcels that benefit from those specific improvements.

The Equivalent Benefit Unit (EBU) method of assessment apportionment establishes a basic unit (base value) of benefit and then calculates the benefit derived by each assessed parcel as a multiple (or a fraction) of the basic unit.

For the purposes of this Engineer's Report, an EBU is the quantum of benefit derived from the funded programs and facilities by a single-family residential parcel or unit. Thus, the "benchmark" property (the single-family residential parcel/unit) derives one (1.0) EBU of benefit. All other land uses are proportionately weighted (assigned an EBU) based on an assessment formula that equates the property's specific development to that of the benchmark property (single-family residential parcel/unit). This proportional weighting may be based on several factors that may include but are not limited to the type and status of development (land use), size of the property, development plans or restrictions, typical development densities, population densities or other property related factors. Generally, for most districts the calculation of each parcel's proportional special benefit can be reasonably determined by applying one or more of these factors.

Based on an overall evaluation of the properties within the District and the proposed annual cost of providing the improvements, it has been determined that several key property related factors should be considered in the determination of the proportional special benefit of each parcel. These factors include the various land uses within the District and the relative size (units or acreage) of each parcel. The following discussion provides a summary of these factors and basis upon which each property's proportional special benefit and EBU has been determined.

Residential Property (Developed) – This land use is defined as fully developed residential property which includes single-family residential properties, mobile/manufactured residential properties, apartments, duplexes, and triplexes or other multi-family residential developments. For purposes of establishing equivalent benefit units for all other land uses in this District, the residential land use is designated as the basic unit of assessment and is assigned a land use benefit of 1.0 EBU per residential unit. Convalescent and long term-care facilities (of which there is currently one in the District), will be classified as residential land use, however, this unique residential property will be assigned 0.5 EBU per bed to reflect the quasi-residential nature/use of the property and the fact that a bed represents a smaller increment of measure (both in size and population) than a residential unit.

Non-Residential/Commercial Property (Developed) – This land use is defined as a developed property with structures that are used or may be used for non-residential purposes, whether those structures are occupied or not. This land use does not include parcels for which the primary use of the property is considered residential. This land use classification includes all types of non-residential uses and commercial enterprises including but not limited to, commercial retail; food services; shopping centers; office buildings, and professional buildings, churches, as well as industrial properties including warehousing and manufacturing. This land use classification also includes any parcel that may incorporate a single residential unit but is also used in whole or in part for commercial purposes.

Based on the average development densities for residential properties in the District, (the average single-family residential property being approximately 1.06 units per Acre), it is reasonable to assume that non-residential properties if developed as residential, would have resulted in approximately 1.00 benefit unit per Acre. Therefore, it has been determined that assigning this land use classification 1.0 EBU per gross acre provides a proportional representation of benefit for this land use type with some limitations:

- ❖ Because each non-residential parcel typically represents a separate and independent commercial enterprise or business, parcels less than one acre shall be assigned 1.0 EBU (minimum EBU).
- ❖ It is also recognized that larger non-residential properties typically have portions of the property that have less intense use/development (such as parking areas, private landscaped areas, outdoor storage, areas with development restrictions etc.) and it is reasonable to assume that the benefit derived from the Improvements does not necessarily increase by the same proportion as the size of property.

As such, parcels identified as Non-Residential Property shall be assigned 1.00 EBU for the first two (2) acres with a minimum of 1.00 EBU assignment; 0.5 EBU per Acre for the next two (2) acres (acreage between 2 and 4 Acres); 0.25 EBU per Acre for the following two (2) acres (acreage between 4 and 6 acres), 0.125 EBU per Acre for the next two (2) acres (acreage between 6 and 8 acres), and 0.00 EBU per Acre for acreage above eight (8) acres. Further, for commercial properties providing private recreation, such as golf properties, the acreage of outdoor recreation space (such as the golf course itself) will be excluded from the calculation of assessable acreage.

Vacant Property – This land use is defined as undeveloped property. Such parcels benefit from the existence of the funded facilities because park and recreational improvements improve the potential development of such parcels. Recognizing this

benefit to property, but also its immediate need for such improvements, each Vacant Property is assigned 1/3 of an EBU per parcel (\$10.00 per parcel).

Exempt Property – This land use identifies properties that are not assessed and are assigned 0.00 EBU. This land use classification may include but is not limited to:

- ❖ Lots or parcels identified as public streets and other roadways (typically not assigned an APN by the County);
- ❖ Dedicated public easements including open space areas, utility rights-of-way, greenbelts, parkways, parks or other publicly owned properties that are part of the District improvements or may provide similar or other public services or benefits to private properties within the District; and
- ❖ Private properties that cannot be developed independently from an adjacent property, such as common areas, sliver parcels or bifurcated lots or properties with very restrictive development use.

Because these properties either provide a public service that is comparable to public recreation or are dependent on another property or development, these types of parcels have no direct need for public recreational facilities and are considered to receive little or no special benefit from the improvements. Therefore, these properties are exempted from assessment, but shall be reviewed annually by the assessment engineer to confirm the parcels current development status.

Government owned properties, quasi-government entity owned properties, or public properties (collectively referred to as “Public Property”) are not necessarily exempt properties and will be allocated special benefit unless the parcel otherwise qualifies for exempt status. The proportional special benefit and resulting assessment obligation for such parcels will be calculated as if the parcel were not Public Property. However, because Public Property, often is identified by the County as non-taxable (tax bills are not generated on the regular tax rolls), the McKinleyville CSD will provide a contribution from other available revenue sources to pay those assessments.

The following table provides a summary of each land use described above and related EBU’s. The determination of each parcel’s land use and property characteristics shall be based on the data available from the most recent Humboldt County Assessor’s Secured Roll, or as identified by the McKinleyville CSD, if the information is different than that provided by the Humboldt County Assessor’s Office.

Land Use Description	Assessment Formula	No. of Parcels	EBU Units
Residential	1.000 EBU per Unit	5,114	6,812.00
	0.500 EBU per Bed ⁽¹⁾	1	36.00
	Residential Total	5,115	6,848.00
Non-Residential/Commercial	1.000 EBU per Acre for first 2 Acres (minimum 1 EBU per parcel); 0.500 EBU per Acre for next 2 acres (between 2 and 4 acres); 0.250 EBU per Acre for next 2 acres (acreage between 4 and 6 Acres); 0.125 EBU per Acre for next 2 acres (acreage between 6 and 8 Acres); 0.000 EBU per Acre for Remaining Acres (acreage exceeding 8 acres)	142	208.72
Vacant	(1/3) EBU per Parcel (0.33 EBU)	441	148.20
Exempt	0.000 EBU per Parcel	104	49.68
Totals ⁽²⁾		5,802	7,254.60

(1) For Fiscal Year 2020/2021 there is one parcel in the District identified as a convalescent/long term-care facility, and this residential property, although classified as a Residential Property, is assigned 0.5 EBU per bed for a total of 36.00 EBU (refer to method of apportionment).

(2) Of the total 5,802 parcels in the District representing a total of 7,254.60 EBUs, 104 parcels are identified above as exempt, representing 49.68 EBUs. Therefore, there are currently a total of 5,698 parcels representing 7,204.92 EBUs that are proposed to be applied to the tax rolls for Fiscal Year 2020/2021.

The total assessment amount for each parcel in the District will be collected on the County tax rolls pursuant to the 1972 Act. The amount that may be collected annually cannot exceed the amount that may be levied at the Maximum Assessment Rate, which was presented to property owners of record in a balloting process.

Part III – BUDGET

Description of Budget Items

The following provides a brief description of the line items on the District Budget that follows.

Expenditures:

Operation and Maintenance: The estimated annual costs associated with the operation and maintenance of the improvements, including, maintenance wages and supplies.

Capital Improvements: An estimate of funds required annually for costs associated with the design, construction of the Teen/Family Center, as well as costs of major rehabilitation projects of existing facilities. These funds may be used for debt service or to build a reserve for projects to occur over the life of the assessment.

Incidental Expenses: The estimated annual costs related to administration of the assessment, such as contracting with professionals to provide legal, or engineering services for preparation of the annual report and resolutions; conducting noticing or balloting; creation and submission of the annual levy; County Fees for the collection of assessments; and similar administrative costs.

Revenues:

General Benefit Funding: These are funds to be contributed by the McKinleyville CSD for the portion of the District Budget determined to be General Benefit. These funds are from revenue sources available to the CSD other than the Measure B Maintenance Assessment District assessments.

Additional Funding from Sources Other Than Assessment: Additional funds contributed by the McKinleyville CSD from other available revenue sources that are necessary to meet the difference between the annual expenditures and revenues supported by the General Benefit Obligation and the Measure B assessments.

Measure B Special Benefit Assessments: The proportional special benefit obligation and proposed annual assessment revenue calculated for the Measure B Maintenance Assessment District. This amount divided by the Total Equivalent Benefit Units calculated for all benefiting parcels (7,254.60 EBU) establishes the proposed maximum annual assessment rate (“Assessment Rate per EBU”) of \$30.00.

Non-Taxable Property Adjustment: Funds to be contributed by the McKinleyville CSD from other revenue sources to pay the calculated assessment obligation for benefiting non-taxable parcels. As noted previously, 104 parcels representing 49.68 EBU are currently identified as non-taxable parcels, and the assessments for these parcels (\$1,490.00) cannot be collected on the tax rolls. Therefore, in addition to other contributions, the CSD will annually pay the assessment obligation for the identified non-taxable parcels that receive special benefits.

Fund Balance (Capital/Rehabilitation Improvements):

Provides a summary of District funds being collected and/or spent for capital improvement projects, major rehabilitation projects or to build a reserve for such projects over the life of the assessments. These fund balances incorporate and include the amount of any surplus or deficit in the improvement fund to be carried over from a previous fiscal year.

District Budget

The following Budget shows the full estimated annual cost of the improvements and facilities for Fiscal Year 2020/2021 that will be partially funded with the assessment. The total special benefit assessment amount to be collected for the improvements is based on the following budget information and results in a total annual assessment obligation of approximately \$217,638.06 at an assessment rate of \$30.00 per Equivalent Benefit Unit based on 7,254.60 EBUs, of which approximately \$216,147.66 (7,204.92 EBUs) is proposed to be collected on the County tax rolls based on current property information:

Mckinleyville CSD FY2021 District Budget	
Expenditures:	
Operation and Maintenance:	
Pierson Park	\$ 31,500
Hiller Park West	23,500
Hiller Sports Complex	76,600
Azalea Hall	58,000
McKinleyville Activity Center	40,000
Trails	29,000
Teen Center	20,000
Undeveloped Property	8,200
Future Parks & Facilities	-
Operation and Maintenance Sub-total:	\$ 286,800
Capital Improvements ⁽¹⁾	250,500
Total Program Budget	\$ 537,300
Incidental Expenses	16,850
Total Annual Expenditures:	\$ 554,150
Revenues:	
General Benefit Funding	\$277,075
Additional Funding Non-Assessment ⁽²⁾	59,393
Non-Assessment Revenue Sub-total:	\$ 336,468
Non-Taxable Special Benefit Assessment Revenue ⁽³⁾	\$ 1,490
Taxable Special Benefit Assessment Revenue(Collected on Tax Rolls)	\$ 216,148
Total Measure B Special Benefit Assessments	\$ 217,638
Total Annual Revenues:	\$ 554,106
Fund Balance (Capital/Rehabilitation Improvements):	
Estimated Beginning Fund Balance (As of 07/01/2020)	\$733,370
Estimated Fund Collection ⁽¹⁾	\$ 250,500
Estimated Expenditures	\$0
Estimated Ending Fund Balance	\$983,870

(1) The amount budgeted and collected for Capital Improvements includes funds collected for future Renovations/Rehabilitation Projects as well as funding for the design, acquisition, construction of the Teen/Family Center or other future District facilities, including, but not limited to the repayment of any future debt service issued and/or loan(s).

(2) Additional Funding from sources other than assessments, necessary to fund the annual expenses above those identified as General Benefit funding.

(3) Contribution from MCSD general fund to cover amount that would otherwise be assessed against 104 non-taxable parcels representing approximately 49.68 EBU's.

Assessment Calculations

Applying the method of apportionment outlined in Part II of this Report and the budget estimates for Fiscal Year 2020/2021 results in the following calculation of assessments:

$$\text{\$217,638.06} \div \text{7,254.60 EBUs} = \text{\$30.00 per EBU}$$

Therefore, a single benefit unit or the Annual Assessment Rate for Fiscal Year 2020/2021 (Applicable to a typical Residential Dwelling Unit) will be \$30.00.

Assessment Summary

Total Measure B Special Benefit Assessments	\$ 217,638.06
Total Equivalent Benefit Units	÷ \$ 7,254.60
Assessment Rate per EBU	\$ 30.00

Assessment Breakdown of Non-Taxable Properties

EBU of Non-Taxable Properties	49.68
Assessment Rate per EBU	x \$ 30.00
Non-Taxable Property Adjustment⁽¹⁾	\$ 1,490.40

⁽¹⁾ This amount represents the calculated special benefit assessment for the parcels identified as non-taxable. This amount shall be paid by a contribution from MCSD general fund.

Assessment Breakdown of Taxable Properties

Total Equivalent Benefit Units	7,254.60
EBU of Non-Taxable Properties ⁽¹⁾	- 49.68
Equivalent Benefit Units Levied on Tax Rolls	7,204.92
Balance to be collected on Tax Rolls ⁽²⁾	216,147.66
Equivalent Benefit Units Levied on Tax Rolls	÷ 7,204.92
Assessment Rate per EBU	30.00

⁽¹⁾ This number represents the combined total EBU that will not be assessed on the County tax rolls. In addition, 104 parcels representing 49.68 EBU's (which are non-taxable parcels generally owned by government agencies) currently identified as properties that will not be assessed on the County tax rolls. Because the proportional special benefit obligation for these parcels will not be collected on the tax rolls, the CSD will annually pay from its general fund an amount equal to the assessment obligation that would otherwise accrue to these parcels.

⁽²⁾ Difference due to rounding.

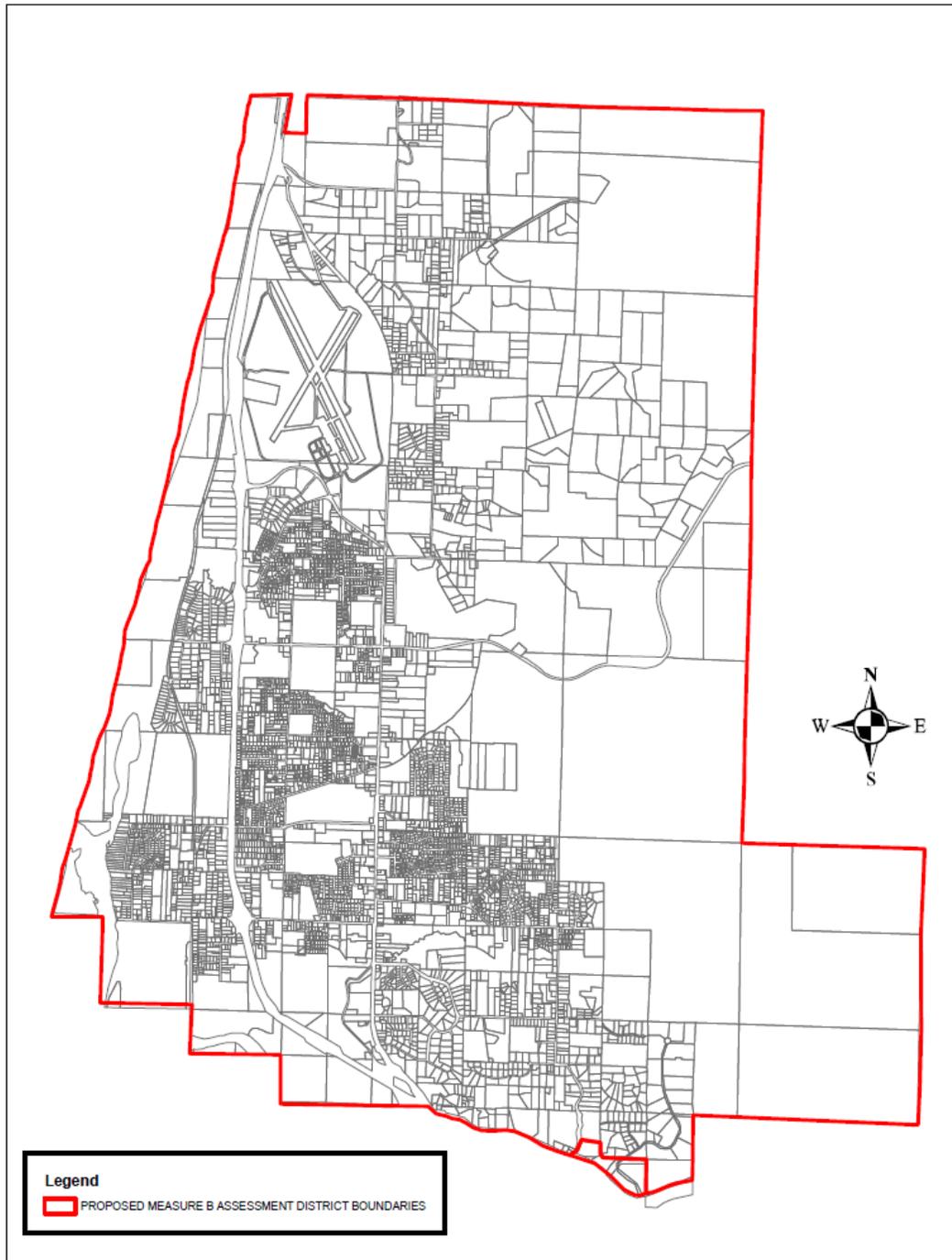
Therefore, the anticipated annual assessment revenue to be collected on the tax rolls is approximately \$216,147.66.

Part IV – DISTRICT DIAGRAM

The following is a Diagram showing the boundaries of the McKinleyville Community Services District Measure B Maintenance Assessment District – Renewal for Parks, Open Space, and Recreational Facilities, which is coterminous with the McKinleyville CSD boundaries. The dimensions of all lots, parcels and subdivisions of land within the District are the same as the lines and dimensions of the parcels shown on the Humboldt County Assessor’s Parcel Maps (APN Maps) and by reference these Maps are made part of this Report and Assessment Diagram as they existed at the time of the passage of the Resolution of Intention. Each of the subdivisions of land, parcels, or lots on the Assessment Diagram subject to the annual assessment are identified by an Assessor’s parcel Number (APN) by the Humboldt County Assessor’s and these APN’s corresponds with the assessment number shown on the Assessment Roll (Part V of this Report).

The Boundary Map and Assessment Diagram in a reduced-scale format follows.

McKinleyville CSD Proposed Boundaries of Measure B Assessment District



Part V – ASSESSMENT ROLL

Parcel identification for each lot or parcel within the District, shall be the parcel as shown on the Humboldt County Secured Roll for the year in which the Report is prepared and reflective of the Assessor's Parcel Maps. A complete listing of the parcels within this District, along with each parcel's assessment amount to be levied for Fiscal Year 2020/2021 is provided under Appendix C ("Proposed Annual Assessments").

These assessments will be submitted to the County Auditor/Controller to be included on the property tax roll for Fiscal Year 2020/2021. If any parcel submitted for collection is identified by the County Auditor/Controller to be an invalid parcel number for the fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be recalculated based on the method of apportionment and assessment rates as approved herein by the McKinleyville CSD Board of Directors.

APPENDIX A: TOTAL PROGRAM BUDGET DETAIL

Below is the Total Program Budget, a portion of which will be funded by the Measure B Assessment District assessments, with the remainder being funded by other revenue sources.

Improvement Expenditure Detail

	Maintenance Wages	Maintenance Supplies	Planned Capital Improvement Funding	Totals
PARK ENHANCEMENTS				
Pierson Park	\$ 27,500	\$ 4,000	\$ -	\$ 31,500
Hiller Park West	22,000	1,500	-	23,500
Hiller Sports Complex	60,600	16,000	-	76,600
<i>subtotal:</i>	\$ 110,100	\$ 21,500	\$ -	\$ 131,600
HALLS/ACTIVITY CENTERS				
Azalea Hall	\$ 43,000	\$ 15,000	\$ 23,000	\$ 81,000
McKinleyville Activity Center	30,000	10,000	100,000	140,000
Teen/Family Center	12,000	8,000	127,500	147,500
<i>subtotal:</i>	\$ 85,000	\$ 33,000	\$ 250,500	\$ 368,500
TRAILS				
School Road Trail	\$ 5,000	\$ -	\$ -	\$ 5,000
Hiller Loop Trail	12,500	1,000	-	21,000
Other Trails	10,500	-	-	10,500
<i>subtotal:</i>	\$ 28,000	\$ 1,000	\$ -	\$ 29,000
UNDEVELOPED PROPERTY				
River Property	\$ 1,200	\$ -	\$ -	1,200
Washington Property	4,000	-	-	4,000
Hewitt Ranch	3,000	-	-	3,000
<i>subtotal:</i>	\$ 8,200	\$ -	\$ -	\$ 8,200
FUTURE PARKS & FACILITIES ⁽¹⁾				
Renovations/Rehabilitation Projects	\$ -	\$ -	\$ -	-
<i>subtotal:</i>	\$ -	\$ -	\$ -	\$ -
Grand Totals:	\$ 231,300	\$ 55,500	\$ 250,500	\$ 537,300

(1) Future Parks & Facilities includes funds being collected for future Renovations/Rehabilitation Projects as well as funding for the design, acquisition, construction, operation and maintenance (wages and/or supplies) of future District facilities, including, but not limited to the Teen/Family Center. These expenses may include repayment of any future debt service issued and/or loan(s) utilized to finance such improvements.

APPENDIX B: Teen Center Lease Financing

Bond Debt Service
McKinleyville Community Services District
2014 Lease Financing

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
5/1/2015	36,228	3.550%	29,549.96	65,777.96	
11/1/2015	36,229	3.550%	25,430.44	61,659.44	127,437.40
5/1/2016	39,279	3.550%	24,787.38	64,066.38	
11/1/2016	39,281	3.550%	24,090.18	63,371.18	127,437.56
5/1/2017	40,687	3.550%	23,392.94	64,079.94	
11/1/2017	40,687	3.550%	22,670.74	63,357.74	127,437.68
5/1/2018	42,144	3.550%	21,948.55	64,092.55	
11/1/2018	42,144	3.550%	21,200.49	63,344.49	127,437.04
5/1/2019	43,654	3.550%	20,452.44	64,106.44	
11/1/2019	43,654	3.550%	19,677.58	63,331.58	127,438.02
5/1/2020	45,218	3.550%	18,902.72	64,120.72	
11/1/2020	45,217	3.550%	18,100.10	63,317.10	127,437.82
5/1/2021	46,837	3.550%	17,297.50	64,134.50	
11/1/2021	46,837	3.550%	16,466.14	63,303.14	127,437.64
5/1/2022	48,514	3.550%	15,634.79	64,148.79	
11/1/2022	48,515	3.550%	14,773.66	63,288.66	127,437.45
5/1/2023	50,252	3.550%	13,912.52	64,164.52	
11/1/2023	50,252	3.550%	13,020.55	63,272.55	127,437.07
5/1/2024	52,052	3.550%	12,128.58	64,180.58	
11/1/2024	52,052	3.550%	11,204.65	63,256.65	127,437.23
5/1/2025	53,916	3.550%	10,280.73	64,196.73	
11/1/2025	53,917	3.550%	9,323.72	63,240.72	127,437.45
5/1/2026	55,847	3.550%	8,366.69	64,213.69	
11/1/2026	55,848	3.550%	7,375.41	63,223.41	127,437.10
5/1/2027	57,848	3.550%	6,384.11	64,232.11	
11/1/2027	57,848	3.550%	5,357.31	63,205.31	127,437.42
5/1/2028	59,920	3.550%	4,330.50	64,250.50	
11/1/2028	59,920	3.550%	3,266.92	63,186.92	127,437.42
5/1/2029	62,066	3.550%	2,203.34	64,269.34	
11/1/2029	62,066	3.550%	1,101.67	63,167.67	127,437.01
	1,468,929		442,632.31	1,911,561.31	1,911,561.31

APPENDIX C: Proposed Annual Assessments

The following proposed assessments for each parcel within the District will be submitted to the County Auditor/Controller to be included on the property tax roll for Fiscal Year 2020/2021. If any parcel listed herein for collection is identified by the County Auditor/Controller to be an invalid parcel number for the fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be recalculated based on the method of apportionment and assessment rates as approved herein by the McKinleyville CSD Board of Directors.

Assessor's Parcel Number	EBU	Land Use	Special Benefit Assessment ⁽¹⁾	Applied Charge
507-061-007-000	0.33	8000	\$10.00	\$0.00
507-141-001-000	0.33	8000	\$10.00	0.00
507-141-033-000	0.33	8000	\$10.00	0.00
507-141-034-000	0.33	8000	\$10.00	0.00
508-021-006-000	0.33	8000	\$10.00	0.00
508-021-007-000	0.33	8000	\$10.00	0.00
508-041-006-000	0.33	8000	\$10.00	0.00
508-051-010-000	0.33	8000	\$10.00	0.00
508-091-038-000	0.33	8000	\$10.00	0.00
508-211-051-000	0.33	8000	\$10.00	0.00
508-211-055-000	0.33	8000	\$10.00	0.00
508-211-057-000	0.33	8000	\$10.00	0.00
508-224-036-000	0.33	8000	\$10.00	0.00
508-224-038-000	0.33	8000	\$10.00	0.00
508-224-039-000	0.33	8000	\$10.00	0.00
508-224-048-000	0.33	8000	\$10.00	0.00
508-242-043-000	0.33	8000	\$10.00	0.00
508-242-044-000	0.33	8000	\$10.00	0.00
508-371-009-000	1.00	1100	\$10.00	0.00
508-371-027-000	0.33	8000	\$10.00	0.00
509-021-046-000	0.33	8000	\$10.00	0.00
509-021-047-000	0.33	8000	\$10.00	0.00
509-021-054-000	0.33	8000	\$10.00	0.00
509-171-061-000	0.33	8000	\$10.00	0.00
509-191-031-000	0.00	8000	\$10.00	0.00
509-191-047-000	0.33	8000	\$10.00	0.00
510-091-048-000	0.33	8000	\$10.00	0.00
510-101-079-000	0.33	8000	\$10.00	0.00
510-101-080-000	0.33	8000	\$10.00	0.00
510-161-002-000	0.33	8000	\$10.00	0.00
510-161-003-000	0.33	8000	\$10.00	0.00
510-211-079-000	0.33	8000	\$10.00	0.00

Assessor's Parcel Number	EBU	Land Use	Special Benefit Assessment ⁽¹⁾	Applied Charge
510-211-081-000	0.33	8000	\$10.00	0.00
510-221-002-000	0.33	8000	\$10.00	0.00
510-271-015-000	0.33	8000	\$10.00	0.00
510-271-077-000	0.33	8000	\$10.00	0.00
510-271-079-000	0.33	8000	\$10.00	0.00
510-281-023-000	0.33	8000	\$10.00	0.00
510-341-031-000	0.33	8000	\$10.00	0.00
510-341-032-000	0.33	8000	\$10.00	0.00
510-341-034-000	0.33	8000	\$10.00	0.00
510-372-005-000	0.33	8000	\$10.00	0.00
510-451-043-000	0.33	8000	\$10.00	0.00
510-461-052-000	0.33	8000	\$10.00	0.00
510-461-053-000	0.33	8000	\$10.00	0.00
510-461-054-000	0.33	8000	\$10.00	0.00
511-011-001-000	0.33	8000	\$10.00	0.00
511-011-003-000	0.33	8000	\$10.00	0.00
511-011-005-000	0.33	8000	\$10.00	0.00
511-011-008-000	0.33	8000	\$10.00	0.00
511-011-015-000	0.33	8000	\$10.00	0.00
511-011-016-000	0.33	8000	\$10.00	0.00
511-061-001-000	0.33	8000	\$10.00	0.00
511-061-005-000	0.33	8000	\$10.00	0.00
511-071-005-000	3.75	8000	\$112.50	0.00
511-082-003-000	0.33	8000	\$10.00	0.00
511-082-004-000	1.00	8000	\$30.00	0.00
511-082-007-000	0.33	8000	\$10.00	0.00
511-082-008-000	0.33	8000	\$10.00	0.00
511-082-009-000	0.33	8000	\$10.00	0.00
511-082-010-000	0.33	8000	\$10.00	0.00
511-084-002-000	0.33	8000	\$10.00	0.00
511-084-003-000	0.33	8000	\$10.00	0.00
511-111-023-000	0.33	8000	\$10.00	0.00
511-111-025-000	0.33	8000	\$10.00	0.00
511-111-060-000	0.33	8000	\$10.00	0.00
511-121-001-000	0.33	8000	\$10.00	0.00
511-121-002-000	3.75	8000	\$112.50	0.00
511-202-001-000	0.33	8000	\$10.00	0.00
511-241-008-000	0.33	8000	\$10.00	0.00
511-241-022-000	1.00	8000	\$30.00	0.00
511-261-003-000	0.33	8000	\$10.00	0.00
511-291-015-000	0.33	8000	\$10.00	0.00
511-291-016-000	0.33	8000	\$10.00	0.00

Assessor's Parcel Number	EBU	Land Use	Special Benefit Assessment ⁽¹⁾	Applied Charge
511-291-017-000	0.33	8000	\$10.00	0.00
511-291-024-000	0.33	8000	\$10.00	0.00
511-291-025-000	0.33	8000	\$10.00	0.00
511-291-026-000	0.33	8000	\$10.00	0.00
511-291-036-000	0.33	8000	\$10.00	0.00
511-291-038-000	0.33	8000	\$10.00	0.00
511-301-001-000	0.33	8000	\$10.00	0.00
511-301-018-000	0.33	8000	\$10.00	0.00
511-301-019-000	0.33	8000	\$10.00	0.00
511-301-020-000	0.33	8000	\$10.00	0.00
511-331-001-000	0.33	8000	\$10.00	0.00
511-331-002-000	0.33	8000	\$10.00	0.00
511-331-004-000	0.33	8000	\$10.00	0.00
511-331-005-000	0.33	8000	\$10.00	0.00
511-341-001-000	0.33	8000	\$10.00	0.00
511-341-002-000	0.33	8000	\$10.00	0.00
511-341-004-000	0.33	8000	\$10.00	0.00
511-341-007-000	0.33	8000	\$10.00	0.00
511-341-040-000	0.33	8000	\$10.00	0.00
511-341-041-000	0.33	8000	\$10.00	0.00
511-351-001-000	0.33	8000	\$10.00	0.00
511-351-002-000	0.33	8000	\$10.00	0.00
511-351-005-000	0.33	8000	\$10.00	0.00
511-351-007-000	0.33	8000	\$10.00	0.00
511-351-009-000	3.75	8000	\$112.50	0.00
511-351-010-000	3.75	8000	\$112.50	0.00
511-381-025-000	0.33	8000	\$10.00	0.00
511-441-041-000	0.33	8000	\$10.00	0.00
511-443-008-000	0.33	8000	\$10.00	0.00
511-450-030-000	0.33	8000	\$10.00	0.00
Total	49.68		\$1,490.00	\$0.00
Parcel Count				104

(1) These assessment amounts represent the calculated special benefit assessment for the parcels identified as non-taxable or otherwise assessed. These assessment amounts shall be paid by a contribution from McKinleyville CSD general fund and collectively represent \$1,490.00. Difference is due to rounding.



CALIFORNIA SPECIAL DISTRICTS ASSOCIATION PRIORITIES

TAKE ACTION BRIEF

March 2020

Between January 1 and the State Legislature’s February 21 deadline to introduce legislation in 2020, legislators authored a total of 2,203 new bills. Just over half (1,120 new bills) were introduced on the final two days prior to the deadline. On March 6, CSDA’s Legislative Committee will begin taking positions on this new legislation. This Take Action Brief offers a first look at the newly proposed laws special districts will be facing this year, with plenty more sure to come in the form of amendments and budget trailer bills. Stay tuned, stay engaged, and be sure to join your colleagues at the 2020 Special Districts Legislative Days, May 19-20 in Sacramento.



Inside this edition of the Take Action Brief:

- New Development Impact Fee Legislation Introduced Just Before Deadline.....2
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Contact a local CSDA representative near you!

Chris Norden
 Dane Wadlé
 Colleen Haley
 Cole Karr
 Charlotte Hollifield
 Chris Palmer

Northern Network
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 Bay Area Network
 Central Network
 Coastal Network
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➤ REVENUE, FINANCES, AND TAXATION

CSDA's long range policy priority on revenue, finances, and taxation is to ensure adequate funding for special districts' safe and reliable core local service delivery. Protect special districts' resources from the shift or diversion of revenues without the consent of the affected districts. Promote the financial independence of special districts and afford them access to revenue opportunities equal to that of other types of local agencies.

New Impact Fee Legislation Introduced Just Before Deadline

Due to the affordable housing and homelessness crisis in California, the Legislature is considering restricting, capping, or eliminating development impact fees (DIFs).

On February 26, the four respective Senate and Assembly Committees for housing and local government held a joint informational hearing on DIFs entitled "[The Price of Civilization](#)." Representatives from Irvine Ranch Water District and North of the River Recreation and Park District [spoke on a panel and discussed capacity and connection charges and development impact fees respectively](#).

Below are 10 active development impact fee bills CSDA is currently tracking:

- [AB 1484](#) (Grayson): Provides a comprehensive reform of the nexus standards that cities and counties use to determine their fees.
- [AB 1924](#) (Grayson): Requires jurisdictions to assess fees on a per-square-foot basis, giving developers the option to build smaller, more affordable units without being penalized with multiple fees.
- [AB 3144](#) (Grayson): Provides state funding to reimburse local governments who waive impact fees on affordable projects.
- [AB 3145](#) (Grayson): Establishes a ceiling for development fees based on the median home price in a jurisdiction. Cities and counties that exceed this ceiling will be required to seek approval from the Department of Housing and Community Development, and justify the need to do so.
- [AB 3146](#) (Bonta and Grayson): Requires cities and counties to report a wide variety of essential housing data to the Department of Housing and Community Development, including the number of new housing units that have been issued a completed entitlement, a building permit, or a certificate of occupancy. Housing data that is accurate, valuable, and timely will support smart solutions to our housing affordability crisis.
- [AB 3147](#) (Gabriel): Ensures that certain impact fees are payable under protest. This allows for a developer to pay a fee they consider to be unreasonably high so they can continue construction, even as they negotiate for a more reasonable amount.
- [AB 3148](#) (Chiu): Reduces the impact fees paid on affordable housing units that are built using the state's density bonus program.
- [AB 3149](#) (Gloria): Modernizes the way that local agencies notify interested parties prior to levying a new fee or service charge or prior to approving an increase in an existing fee or service charge.
- [AB 831](#) (Grayson) Department of Housing and Community Development: study: local fees: new developments. Also introduced in 2019.
- [AB 2722](#) (McCarty) Development fees and charges: deferral. Prohibits a noncompliant local agency that imposes any fees or charges on a qualified development, from requiring the payment of those fees or charges until 20 years from the date of the final inspection, or the date the certificate of occupancy is issued.



➤ GOVERNANCE AND ACCOUNTABILITY

CSDA's long range policy priority on governance and accountability is to enhance special districts' ability to govern as independent, local government bodies in an open and accessible manner. Encourage best practices that avoid burdensome, costly, redundant, or one-size-fits all approaches. Protect meaningful public participation in local agency formations, dissolutions, and reorganizations, and ensure local services meet the unique needs, priorities, and preference of each community

Costly Email Retention Legislation is Back

The email retention legislation that was successfully stopped last year is back again. Following the veto of AB 1184, Assembly Member Todd Gloria has reintroduced the same bill again this year as [AB 2093](#). Just like last year, this bill mandates that public agencies keep all emails related to the public's business for at least two years. Over 100 CSDA members have already submitted opposition letters to this costly California Public Records Act (CPRA) bill and CSDA is calling on all affected agencies to add on.

The practical effect of AB 2093 is that every public agency, including special districts, will need to keep all emails, sent and received, including out-of-office and spam emails for two years. The bill states that this is to be done in furtherance of the CPRA in order to avoid Constitutional requirements for the State to reimburse public agencies for the additional costs associated with this new mandate.

In his veto message of last year's identical legislation, Governor Gavin Newsom stated:
"I am returning Assembly Bill 1184 without my signature. This bill would require state and local public agencies to retain every public record transmitted by e-mail for at least two years. This bill does not strike the appropriate balance between the benefits of greater transparency through the public's access to public records, and the burdens of a dramatic increase in records-retention requirements, including associated personnel and data-management costs to taxpayer. Therefore, I am unable to sign this bill."

AB 2093 will require many agencies to purchase additional servers to store the massive amounts of data contained within two-year's worth of emails. Additionally, many agencies will likely need to hire additional staff to respond to CPRA requests in order to review and filter through all the additional emails agencies would maintain. **AB 2093 will also likely result in lengthened response times to CPRA requests.**

While we all support transparency, this bill does not create greater transparency, it is simply an unnecessary data retention bill. AB 2093 makes no changes to what agencies are required to disclose or what is exempt from disclosure under the CPRA. Draft documents and internal memos remain exempt from disclosure should an agency wish to exercise that exemption.

This bill will impose negative impacts on all public agencies that aren't currently retaining all of their emails for two years.

**Help stop AB 2093 from becoming a law
by submitting a letter of opposition from your district**

Visit csda.net/take-action to get more information on AB 2093 and download a sample letter of opposition. Contact CSDA's Senior Legislative Representative, Dillon Gibbons at dillong@csda.net with questions.



ACR 179: Special Districts Week 2020

Assembly Member Randy Voepel, Member of the Assembly Committee on Local Government, has introduced [ACR 179](#), proclaiming the week of May 17, 2020, to May 23, 2020, to be “Special Districts Week.”

[ACR 179](#) encourages all Californians to be involved in their communities and be civically engaged with their local government.

Should the resolution successfully pass both houses of the Legislature, then Special Districts week will coincide with CSDA's annual [Special Districts Legislative Days](#), where attendees will meet with lawmakers and their staff.

This resolution highlights that:

- Special districts are local governmental entities created by a community’s residents, funded by those residents, and overseen by those residents to provide specialized services and infrastructure.
- Communities and regions throughout California receive essential services from special districts, including water, sanitation and water recycling, fire protection, electricity, parks and recreation, healthcare, open space, ports and harbors, flood protection, mosquito abatement, cemeteries, resource conservation, airports, transit, road maintenance, veterans’ facilities, and more.
- A series of sunshine laws ensure special districts remain transparent and accountable to the communities they serve.
- Local leaders formed the California Special Districts Association over 50 years ago to provide districts with resources necessary to best serve their communities.

ACR 179 raises awareness and understanding about the special districts that provide millions of Californians with essential services and infrastructure.

For more information about ACR 179, email CSDA Legislative Representative Anthony Tannehill at anthonyt@cdda.net.

Promote Special Districts Week 2020

Visit cdda.net/take-action to download a sample support letter and access the Special Districts Week Toolkit, including a sample district resolution, sample press release, and sample newsletter article.



➤ INFRASTRUCTURE, INNOVATION, AND INVESTMENT

CSDA's long range policy principal regarding infrastructure, innovation, and investment is to encourage prudent planning for investment and maintenance of innovative long-term infrastructure. CSDA supports the development of fiscal tools and incentives to assist special districts in their efforts to meet California's changing demands, ensuring the efficient and effective delivery of core local services.

New Bills Seek to Help with Public Safety Power Shutoffs

In response to the Public Safety Power Shutoff (PSPS) events that took place statewide last year, hampering critical services, slowing local economies, and highlighting gaps in emergency response and disaster preparedness protocols, the Legislature has introduced a bevy of new bills aimed at mitigating impacts. Below are the top ten PSPS bills that could potentially affect special districts the most. A full list of the 36 PSPS bills CSDA is currently tracking can be viewed at csda.net/bill-tracking.

Local Government Cost Recovery or Relief:

- **AB 1915 (Chu) Electrical Corporations: De-Energization Event Conditions**
This bill would require the CPUC to adopt rules dictating the circumstances under which a de-energization event may be implemented and continued, including the appropriate geographic range for the event. Additionally, post event the CPUC would be required to determine if the electrical corporation complied with the rules, and could force the electrical corporation to pay claims by customers for losses.
- **AB 1936 (Rodriguez) Price Gouging: Public Safety Power Shutoffs**
This bill would apply price gouging prohibition and penalties upon an announcement of a public safety power shutoff.
- **AB 2178 (Levine) De-Energization State of Emergency**
This bill would add a de-energization event to the existing list of conditions under which the Governor may declare a state of emergency and/or local officials of a county, city, or city and county may declare a local emergency. This would potentially allow special districts to receive financial reparation for costs incurred during the event as well as grant additional flexibility provided through the provisions of the California Emergency Services Act.
- **SB 378 (Wiener) De-Energization Cost Recovery**
This bill would require the Public Utilities Commission in consultation with the Public Advocate's Office to establish a procedure for customers, local governments, and others affected by a de-energization event to recover costs accrued during the de-energization event from an electrical corporation with more than 2,500,000 electrical service connections in California.
- **SB 862 (Dodd) Planned Power Outage Protocols and Access for Functional Need Individuals**
This bill would include a planned de-energization event within those conditions constituting a state of emergency and a local emergency and would require an electrical corporation, as a part of its public safety mitigation protocols, to include protocols that deal specifically with access and functional need individuals. This does not apply to publicly owned utilities.



Operational and Regulatory Flexibility for use of Back-Up Emergency Generators:

- **AB 2182 (Rubio, Blanca) Emergency Backup Generators: Water and Wastewater Facilities Exemption**

This bill would provide that use of an alternative power source by an essential public service to power a critical facility during a planned de-energization event initiated by electric utilities is considered emergency use even if an official emergency has not been declared by the State or local government and states that its use shall not be subject to any local, regional, or state regulations regarding the operation of an alternative power source.

- **SB 802 (Glazer) Emergency Backup Generators: Health Facilities Exemption**

This bill would require an air district to allow a health facility that has received a permit from the district to construct and operate an emergency backup generator to use that emergency backup generator during a de-energization event without having that usage count toward any time limitation on actual usage and routine testing and maintenance included as a condition for issuance of that permit.

- **SB 1099 (Dodd) Emergency Backup Generators: Critical Facilities Exemption**

This bill would require air districts to allow critical facilities with a permitted emergency backup generator to 1) use the emergency backup generator during a de-energization event or other loss of power, 2) test or maintain the emergency backup generator for consistency without having it count toward the generator's time limitation on actual usage and routine testing and maintenance. Further, an air district would not be able to impose a fee on the issuance or renewal of a permit issued for an emergency backup generator.

Enhanced Local Government Emergency Response:

- **AB 2179 (Levine) Electrical Corporations: Wildfire Mitigation Plans**

This bill would require the Public Utilities Commission to adopt rules requiring an electrical corporation to provide or make available information relative to those customers receiving medical baseline rates that may lose electrical service during a de-energization event upon request from an entity of local government with responsibility for mitigating public safety impacts of a de-energization event, including appropriate special districts.

Local Control of Utility Services:

- **SB 917 (Wiener) Northern California Energy Utility District**

This bill would authorize a local publicly owned energy utility to elect to join in the eminent domain action brought by the California Consumer Power and Conservation Financing Authority and acquire that portion of the electrical or gas system necessary to provide service within its borders if the local publicly owned energy utility contributes its proportionate share of the compensation paid for the assets or ownership of the public utility and would establish the Northern California Energy Utility District, with a governing board elected by district and with powers and duties similar to a municipal utility district, to provide electrical and gas service, and authorizes the authority to transfer any public utility acquired by eminent domain to the district or to a local publicly owned energy utility that participates in the eminent domain action.

If you have input or questions regarding these or any of the PSPS measures, please contact Alyssa Silhi, the legislative representative working PSPS issues, at alyssas@csda.net or by calling the CSDA front office at 877-924-CSDA.



CSDA Sponsors Legislation to Reinstate Securitized Limited Obligation Notes

Securitized Limited Obligation Notes (SLONs) are a financial tool created in statute for special districts in 2004, (Government Code section 53835-53839) expired on December 31, 2019. CSDA has sponsored AB 2107 (Rodriguez and Gray) to reinstate this short-term financing tool.

SLON interest rates are limited by statute and cannot exceed two million dollars, with a term not to exceed 10 years. SLONs may be securitized by any available revenues and do not require two-thirds vote of the electorate.

While some lenders may view special districts' promissory notes or other instruments as risky, SLONs are backed by a pledge of existing revenues with terms of 10 years or less, providing more certainty for lenders.

This type of loan may be useful to those special districts funding relatively small projects of less than \$2 million, and those districts who do not have suitable real property for a lease agreement as security for loan. Additionally, some might find SLONs to be more practical than long-term bonds (with terms of 20-30 years and the associated interest payments) for small projects.

SLONS could be issued only after a special district adopts, by a four-fifths vote, a resolution that contains several key features. Some of those features include:

- The purposes of incurring the indebtedness, and that the indebtedness shall be used solely for those purposes.
- The estimated amount of the indebtedness.
- The maximum number of notes to be issued, and the source of revenue or revenues to be used to secure the limited obligation notes.
- The maturity date of the securitized limited obligation notes.

Would your district benefit from reinstatement of this short-term financing tool?

Special Districts and other stakeholders are invited to join our coalition supporting AB 2107. Please visit csda.net/take-action to download a sample support letter, or contact Legislative Representative Anthony Tannehill at anthonyt@csda.net.



➤ HUMAN RESOURCES AND PERSONNEL

CSDA's long range policy priority on human resources and personnel is to promote policies related to hiring, management, and benefits and retirement that afford flexibility, contain costs, and enhance the ability to recruit and retain highly qualified, career-minded employees to public service. As public agency employers, support policies that foster productive relationships between management and employees, both represented and non-represented.

Legislators Introduce 34 Independent Contractor Bills in Aftermath of AB 5

Last Year the Legislature passed [AB 5](#) by Assembly Member Lorena Gonzalez related to independent contractor classifications in response to a California Supreme Court decision in the case of [Dynamex Operations West, Inc v. Superior Court of Los Angeles](#). Just like the case, AB 5 centered on the factors used to determine if an individual can be classified as an independent contractor or an employee. **So far in 2020, 34 bills related to exemptions from AB 5 have been introduced, including two ([AB 1850](#) and [AB 2465](#)) from Assembly Member Gonzalez.**

Prior to the recent *Dynamex* court decision and subsequent passage of AB 5, employers used what's referred to as the "Borello Test" to determine employment classifications of employees. Under *Borello*, there was an 11-point test with the primary test known as the "Right to Control Test," determining whether the hiring entity controlled the manner and means of accomplishing the desired result by the person providing services. If it could be proven that the hiring entity had the "right to control," the worker was deemed an employee by this standard.

However, under AB 5 the 11-point Borello Test has been narrowed to three, and is referred to as the "ABC Test." The new AB 5 now requires a worker meet each of the following three conditions to be considered an independent contractor:

- Part A: The worker is free from the control and direction of the hiring entity in connection with the performance of the work, both under the contract for the performance of the work and in fact; and
- Part B: The worker performs work that is outside the usual course of the hiring entity's business; and
- Part C: The worker is customarily engaged in an independently established trade, occupation, or business of the same nature as the work performed.

The narrower ABC Test has led to a significant number of independent contractors across various business sectors in California no longer meeting the legal definition of an independent contractor. For more information about the specifics of AB 5 and whether or not your organization is properly classifying employees visit the [Department of Industrial Relations website](#).

Does your district use independent contractors you believe may be improperly reclassified by AB 5?

Contact CSDA Senior Legislative Representative Dillon Gibbons at dillong@csda.net if your district believes it needs an exemption from AB 5. Please provide specifics about why your contractors pass the Borello Test, but cannot pass the new ABC Test.



➤ LEGAL ADVOCACY

CSDA is the leading legal advocacy voice for all special districts regarding public policy in California and actively tracks and reviews cases of significance affecting special districts in state and federal courts. Under the guidance of CSDA's Legal Advisory Working Group, CSDA files amicus briefs and opines on court cases when appropriate.

CSDA Weighs in on Biggest CVRA Court Case to Affect At-Large Elections

As special districts throughout the state have begun to face legal challenges to their voting systems, many have sought guidance on switching from an “at-large” to “by-district” voting method and how to comply with the California Voting Rights Act (CVRA). **Recently, CSDA filed an amicus brief in a case currently pending in the California Court of Appeal that may provide guidance to districts that wish to keep an “at-large” voting system: [Pico Neighborhood Association, et al. v. City of Santa Monica](#).**

The CVRA prohibits any political subdivision from using any at-large method of election that “impairs the ability of a protected class to elect candidates of its choice or influence the outcome of an election, as a result of the dilution or the abridgement of the rights of voters who are members of the protected class[.]” In the *City of Santa Monica* case, the City argues that the evidence at trial demonstrates that Santa Monica’s at-large election system for City Council members is fair and inclusive and does not dilute the voting power of protected classes. As evidence, the City points to the fact that Santa Monica has a history of electing people of color to a variety of local positions. Moreover, the evidence at trial showed that under the at-large election system, between 2002 and 2016, candidates preferred by Latino/a voters won at least 70% of the time in Santa Monica city council races.

The CSDA brief, filed in support of the City of Santa Monica, addresses two narrow issues. First, it asks the Court for sorely needed guidance and clarity regarding the appropriate methodologies for determining liability under the CVRA. Local agencies are finding that the bar is low to substantiate a finding of “racially polarized voting,” and that the factors used by courts are sometimes not indicative of the true breadth of representation. Second, it asks the Court of Appeal to reverse the trial court because the court-ordered districting plan that was prepared by the Plaintiff’s experts did not include participation from the public nor the City’s governing body. Special district voters must be allowed to participate in crafting such a significant change in how their governing bodies are elected.

CSDA will continue to monitor the case and report any updates in the law to our members. If your district has an “at-large” voting system and you would like more information, read the [CSDA White Paper](#), “CONVERTING FROM AT-LARGE TO BY-DISTRICT ELECTIONS UNDER THE CALIFORNIA VOTING RIGHTS ACT: UNDERSTANDING THE “SAFE HARBOR” PROCESS FROM START TO FINISH,” prepared by attorneys Derek Cole and Sean DeBurgh from CSDA Business Affiliate Cole Huber LLP.

Sean DeBurgh and other experts will participate in a breakout session on the CVRA and its affect on special district elections and redistricting at Special Districts Legislative Days, May 19-20 at the Sheraton Grand Sacramento. Early bird registration ends April 20. Register at legislativedays.csda.net.

You can find a copy of the amicus brief filed in this case on the [CSDA Legal Advocacy webpage](#). If you have questions about this case, contact CSDA Deputy General Counsel Mustafa Hessabi at mustafah@csda.net.



➤ OTHER WAYS TO TAKE ACTION

Learn More

Registration Now Open for 2020 Special Districts Legislative Days

Gain the edge on policy changes impacting your agency and exchange ideas with California's top decision-makers at the 2020 Special Districts Legislative Days, an interactive and informative two-day legislative conference in our State's Capitol. Make Districts Stronger Together May 19-20 at the Sheraton Grand Sacramento.

Early Bird Discount!

Register by April 20 and find the latest details at legislatedays.csdanet.net.

Utilize Resources

Central and Northern CA Special Districts Can Reduce Electricity Charges in 2020

Special districts served by PG&E have the option to transition to new electricity rates before automatically transitioning in November 2020. If districts are transitioned at the optimal time, they will save significantly.

CSDA Endorsed Affiliate Member Utility Cost Management, LLC (UCM) can analyze detailed 15-minute interval data to identify which accounts will benefit from pre-emptive rate changes, and more importantly, precisely when the changes should be made to maximize savings. While these savings are short-term (i.e., only through November 2020), they can be substantial.

In order to fully take advantage of this opportunity, most accounts should be analyzed in the next 45 days, because the savings start to diminish as we get closer to November 2020. For more information, call UCM at (559) 261-9237, or email to cw@utilitycostmanagement.com.

Join Today

Join an Expert Feedback Team to provide CSDA staff with invaluable insights on policy issues. Email romanw@csda.net to inquire about joining one of the following teams:

- Budget, Finance and Taxation
- Environment
- Formation and Reorganization
- Human Resources and Personnel
- Governance
- Public Works and Contracting

Stay Informed

In addition to the many ways you can **TAKE ACTION** with CSDA's advocacy efforts, CSDA offers a variety of tools to keep you up-to-date and assist you in your district's legislative and public outreach. Make sure you're reading these resources:

- CSDA's weekly e-Newsletter
- Districts in the News
- CSDA's CA Special District Magazine

Email advocacy@csda.net for help accessing these additional member resources.

McKinleyville Community Services District

BOARD OF DIRECTORS

April 1, 2020

TYPE OF ITEM: **INFORMATION**

ITEM: F.3.A **Support Services – Jan-Feb 2020 Report**

PRESENTED BY: **Colleen M. R. Trask, Finance Director**

TYPE OF ACTION: **None**

FINANCIAL, AUDIT, & BUDGET INFORMATION

The District has \$1,091,023.98 to date in the Trust Account for the next Biosolids Disposal project.

Customer adjustments at February month-end total \$14,261.63, which represents 64.8% of the annual \$22,000 budget for this sub-item. (GL# 501-62120)

Total Board Travel as of February 29, 2020 is \$7,799.60 which is 44.1% of the approved \$17,700 budget for this item. (GL# 001/005/501/551 62090/62155-888)

Audit/Budget Update:

The Budget process for FY2020-21 is on track and should be completed on schedule. A draft of the Parks & Recreation Operating Budget is presented for the Board's review at this meeting. The draft operating budget for Water, Wastewater, and Streetlights will be presented in May. The finalized budget will be presented for approval in June, before the start of the next fiscal year in July.

Treasurer's Report Highlights:

Water Fund capacity fees collected through February total \$159,767. Wastewater Fund capacity fees of \$193,703 were collected through the end of February. Capital contributions related to the Griffith Subdivision for water, wastewater, and streetlights have been added. Capital Contributions and Capacity fees are included in the income vs. expenses graphs of the Treasurer's Report, but they are called out separately on the Budget to Actuals report.

Summary of Activity By Fund

The Activity Summaries by Fund provides information on revenues and expenses or expenditures for each Fund, both current month and year-to-date. There is also a column showing the year-to-date budget, amounts and percentages over or under. Lines that deviate from the calculated budget by more than 10% have an explanatory

note. Often, this is no more than a reminder that, while the budget is divided evenly across twelve months, actual expenses often do not follow the same pattern. Other time, there are specific reasons for a deviation, such as contributed construction or the collection of unexpected capacity fees.

The Water and Wastewater Funds are listed first, followed by the graphs showing revenue and expenses versus budgets. Parks, Measure B, and Streetlights information is given next, with accompanying graphs for each.

OTHER UPDATES

In accordance with the Shelter in Place Order from the County Health Department and from the State, the front office is now open by appointment only. We are encouraging our customers to pay their bills online, over the phone, or through the drop-box for cash, checks, and credit cards. Applications for new service are being processed through the drop-box or via email. We are helping our customers find ways to complete their business other than face-to-face.

The Board will have the opportunity in the next two months to review suggestions for the Catastrophe Reserve. The other components of the Reserve Policy that have not already been brought to the Board for discussion will be presented at regularly scheduled public meetings, with a final revised Reserve Policy scheduled for review and approval in August 2020.

McKinleyville Community Services District

BOARD OF DIRECTORS

April 1, 2020

TYPE OF ITEM: **INFORMATION**

ITEM: F.3.B **Operations Department – February 2020 Report**

PRESENTED BY: **James Henry, Operations Director**

TYPE OF ACTION: **None**

Water Department:

Water Statistics:

The district pumped 34.1 million gallons of water in February. There were no water quality complaints that were investigated and rectified. Daily, weekly and monthly inspections of all water facilities were conducted.

Double Check Valve Testing:

Annual routine testing was conducted on Routes 2,3 and 4 along with a minimal number of retests. Customers with failed DCV's were notified to make repairs and call the office to schedule a retest. Semi-annual capped well inspections were also conducted. All capped wells are inspected to verify the cap is still intact. If the cap has been removed, the customer is notified to either replace cap or install DCV immediately.

Average and Maximum Water Usage:

The maximum water usage day was 1.6 million gallons and the average usage per day was 1.2 million gallons.

Water Distribution Maintenance:

Weekly Bacteria Samples were collected on Schedules 3, 4, 5 and 6 which represent different locations in the water distribution system. The schedules are made up of a sample taken in each pressure zone. Several hydrants were repaired due to being flagged for repairs during the annual inspection. A service line leak was repaired on Walker and on Hiller due to splits in the lines. A new water service was installed on Joanna Court. The Pressure Reducing Stations received their semi-annual inspections which include exercising the valves, inspecting the tubing and adjusting the outlet flow to the system. These are installed at all freeway crossings to reduce the pressure on the lower elevation (west) side of town.

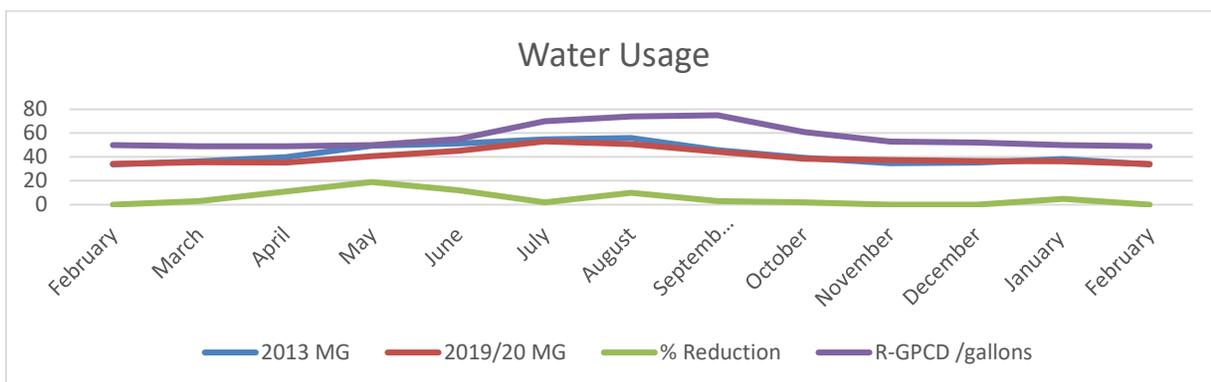
Water Station Maintenance:

Monthly inspections and daily routines were conducted at the water stations. Any minor issues found are repaired during inspections but if they require parts or extensive labor, the issue is documented on the monthly sheet which will then generate a work order for repairs. Staff started the annual washdown of the water tank exteriors. Each tank is pressure washed using the boom truck and a pressure washer. This will continue into next month. The cla-valve was repaired at the Cochran tank site, pump number one, due to the diaphragm having a tear in it. Staff repaired the fence at the Hewitt tank site

that was damaged during tree removal. The tree company was billed for repairs. String trimming and mowing was conducted at the Northbank and Nortan tank sites. All water station pumps and motors received their semi-annual maintenance. Staff repaired the generator at the Cochran Tank site due to a malfunctioning distributor.

As of July 2014, the District is required to submit a Public Water Monthly Monitoring Report to compare water usage to last year's usage in the same month. I will keep the Board updated each month using the Table below.

	2013	2019/20	% Reduction	R-GPCD
February	33.751	34.170	0	50
March	36.244	35.468	3	49
April	39.755	35.410	11	49
May	49.407	40.656	19	50
June	51.337	45.198	12	55
July	54.757	53.086	2	70
August	55.908	50.871	10	74
September	45.702	44.361	3	75
October	39.439	38.625	2	61
November	34.879	37.462	0	53
December	35.203	36.588	0	52
January	38.241	36.457	5	50
February	33.751	34.130	0	49



R-GPCD = Residential Gallons Per Capita Day

New Construction Inspections:

Bo Day Subdivision; Manhole has been installed. Water main and services are installed. Tie-in is completed. Testing was completed and corrections were made. St. light installation pending. Imeson Court, Avaral plans have been reviewed and commented. Engineer sent corrected plans back to staff for review and approval. Valedao Lime. Water and sewer services and sewer main have been installed and tested. Streetlights were installed and paving is completed. Punch list items were corrected. Asbuilts Pending.

Sewer Department:**WasteWater Statistics:**

29.3 million gallons of wastewater were collected and pumped to the WWMF. 34.8 million gallons of wastewater were treated and discharged to land disposal or reclamation in February.

Sewer Station Maintenance:

Monthly inspections and daily routines were conducted on all sewer stations. Letz sewer station air relief was removed, repaired and put back into service after finding that it was plugged up during inspections. A pump at Hiller was pumping higher hours, so staff opened it up, removed rags and placed the pump back into service. The Letz and Hiller stations received service which included shimming pumps, greasing motors, cleaning station and washing the wet wells. The wet wells were cleaned using fire hoses. This is done quarterly to remove debris and grit that could possibly plug up the pumps and also helps remove hydrogen sulfide buildup that could destroy the concrete casings. The pumps at Fischer were opened up, check valves cleaned and placed back into service as part of the maintenance.

Sewer Collection System:

Grease traps were inspected at required facilities. Customers that are out of compliance were notified to have their traps pumped and possibly shorten their pumping schedule. A portable sewer flow meter has been installed in several manholes to capture wet weather events and the possibility of inflow or infiltration in the sewer mains. This information is then entered into a graph to compare against rain events and dry weather flows. Staff has been conducting the annual manhole inspections. Each manhole is uploaded on the tablet which is where all the data is being recorded prior to offloading the data on a computer back at the office. Staff ran the camera unit down the new Frito lay sewer main to capture data for the warranty period. Staff notified and hydro-cleaned 13,000 feet of sewer main as part of the quarterly routine. This is done using the vacon and 3000 psi of water through a rotating nozzle to remove grit and debris from the mains and preventing a possible sewer spill.

Wastewater Management Facility:

Staff continues to email the daily WWMF data for monitoring and input on the process. Daily and weekly maintenance continues at the treatment plant to perform required service on the equipment. A ball valve was replaced on the clarifier due to not operating

properly. Staff cleaned the pond staff gauges to remove debris and algae in order to get accurate reads.

Daily Irrigation and Observation of Reclamation Sites:

Monitoring was conducted at the Fischer Ranch tree farm as part of the tree farm pilot study. Discharge has been going to the River since December 16th.

Street Light Department:

No streetlights were reported not working properly.

Promote Staff Training and Advancement:

Weekly tailgate meetings and training associated with job requirements. Staff received training on Sexual Harassment, PPE, Sanitary Sewer Management Plan and several updates and awareness related to Covid19.

Special Notes:

Monthly river samples were completed.
Monthly Self-Monitoring Reports (DMR/SMR) were submitted.
Public Water Monthly Monitoring report was submitted.
Monthly Water Quality report was sent to the Dept. of Health.
Monthly Pesticide applicator report was submitted to Department of Agriculture.
Staff held a tour at the WWMF for the HSU class
Staff met to discuss the Phase 3b project scope.
Staff met with consultants to discuss Phase 1 work at the Pialorsi Ranch.
Met to discuss the Parks Operating Budget.
Staff met with Engineers to discuss the Hiller Station Upgrade Project.
Staff reviewed Phase 3b mainline rehab scope and provided comments to engineers
Staff reviewed the new tank RFQ and provided comments to the engineer
Acute testing for NPDES permit requirements
Staff had several meeting to discuss the Covid19 virus and awareness.

Hiller Station Upgrade Project:

The District is in the process of upgrading the Hiller Sewer Lift Station which will consist of installing two submersible pumps into the existing wet well, installation of a control panel, tie into existing discharge piping, valve installation and controls. The existing package station would need to be decommissioned. Funding for this project will be provided from the Federal Emergency Management Agency (FEMA) and the California Emergency Management Agency (CalEMA) via the Robert T. Stafford Emergency Assistance and Disaster Relief Act for a FEMA Hazard Mitigation Program project. The District requested qualifications for engineering services to provide services necessary to proceed with the upgrade of the Hiller Sewer Lift Station. GHD was the engineers selected for these services. GHD submitted a Scope of Work for this project for comments and review. Staff reviewed Scope and sent it back with comments and modifications. GHD accepted comments. Staff conducted pump testing scenarios and recorded data which will help engineers design appropriately sized pumps and VFD's. GHD delivered 100% design for the District to review. District staff reviewed design and submitted comments back to GHD. The project will go out to bid on January 27th. Staff met with prospecting bidders for a pre-bid meeting and site walk. A bid opening was held

on March 4th. Two bidders submitted bids and the prospective bidder will be discussed at the Board meeting.

Parks:

Several open space zones received mowing, hedging and maintenance as part of the Open Space Maintenance Zone agreements. The Facilities were mowed and cleaned as part of the weekly schedule along with rental events. Monthly inspections were conducted on all facilities and Open Spaces. Staff repaired several faulty valves at the Hiller Sports site. Field preparation continues at the Sports Site, including dethatching the fields, fertilizing, fine tuning sprinklers, mowing, painting and pressure washing. New staff members focused on required trainings such as ICS 100 and 200. The Teen center was pressure washed along with the interior deep cleaned.

GIS:

Plans and Programs

- Revised MCSD Respiratory Protection Plan
 - Updated participation list, trainings
- Began Drafting the MCSD Water Quality Emergency Notification Plan
- Submitted RMP to the EPA
- Began Drafting MCSD Infectious Disease Outbreak Response Plan

Maps Completed/General GIS

- Created new Sewer wall map for field office
- Maintaining the Operations I Pad to be used for facility inspections and USA's
- Maintained and update ArcGIS online maps for I Pad use.
- GPS'd and updated new water/sewer services.
- Manhole data processing form tablet
- Revised and updated Street Lights Map

Misc. Work Completed

Combined and sent Mad River Floodplain Enhancement Project to State Clearinghouse
Revised Vacant meters in GIS
Updated/Corrected Sewer cards with wrong information
Updated Excel sheet for Manhole Inspection results
Flow Tote Data processing and data entry
Document upload to website
Uploaded DocStar onto Ipad

McKinleyville Community Services District

BOARD OF DIRECTORS

April 1, 2020

TYPE OF ITEM: **INFORMATION**

ITEM: F.3.C **Parks & Recreation Director's Report for March 2020**

PRESENTED BY: **Lesley Frisbee, Recreation Director**

TYPE OF ACTION: **None**

TEEN & COMMUNITY CENTER-BOYS & GIRLS CLUB PARTNERSHIP:

The Boys & Girls Club closed the McKinleyville Teen Center on March 12, 2020 due to a safety issue in which a past member threatened the life of another member. The Club as since remained closed due to COVID-19.

The Vines by the Sea Beer and Wine Festival scheduled for May 2nd has been cancelled due to COVID-19.

RECREATION ADVISORY COMMITTEE:

The Recreation Advisory Committee meeting for March was cancelled due to COVID-19.

RECREATION PROGRAM UPDATES:

- Playgroup- staff submitted the grant application to First 5 Humboldt for continued operating support of the Playgroup. Due to COVID-19, Playgroup stopped meeting as of March 20th.
- Tot-letics-the next session has been postponed and is likely to be cancelled due to COVID-19
- Pee Wee Basketball League – We capped registration for PWBB and have pushed the start date back to April 20th. We will re-assess the feasibility of offering the league when the County reassesses the “Shelter in Place” order on April 9th.
- Drop-in Programs – Drop-in Programming has been suspended due to COVID-19.
- Paint Night - the March 18th class was cancelled due to COVID-19.
- Family Skate Night- was cancelled due to COVID-19
- Jr. High Dance - Cancelled due to COVID-19.
- Breakout – Spring Break Breakout is cancelled due to COVID-19.

OTHER UPDATES:

- The 16th Annual Humboldt Hoops 3 on 3 Tournament was cancelled due to COVID-19
- Staff completed their 2020 Individual Development plans
- Staff is participating in the planning of MCSD's 50-year anniversary events to take place in 2020.
- Staff is preparing for summer programming.
- Staff is working with Emergency Operations Team to address Strategic Plan Goal 2 as well as plan staff Emergency Operations trainings. Staff continues to work on the plan for an all staff mock emergency response drill to take place in June 2020.

McKinleyville Community Services District

BOARD OF DIRECTORS

April 1, 2020

TYPE OF ITEM: **INFORMATION**

ITEM: F.3.D **General Manager’s Report for April 2020 Meeting**

PRESENTED BY: **Gregory Orsini, General Manager**

TYPE OF ACTION: **Information Only**

A summary of activity for the month of February 2020

Cost Savings Related to District Activities – The following is a review of some of the recent cost savings opportunities District staff identified for the month:

- Discount and coupons for office supplies \$497
- Rebuild Cochran Pump 1 Auto Valve \$240
- Repair Cochran Emergency Generator Distributor \$600
- Other assorted inhouse repairs \$360
- High Rock CFC Crew Site Clearing \$0
- Caltrans Crew \$1,392
- Northern Humboldt Employment Services \$2,634
- Community Service Worker \$0
- SWAP \$3,712

Total cost savings for **March** is \$9,435

The cumulative cost savings for the District to date from July 1, 2019 is \$136,215

District staff are recognized and commended for their continued efforts in looking for cost savings, the use of internal labor and grant opportunities that result in real savings for the District, ratepayers, and the community.

GM Transition – Staff has finished compiling the onboarding materials. These include, all relevant policies, plans, project calendar and the 90-day hot topic list. The materials are available on the cloud so they can be updated in a seamless manner. Mr. Kaspari has an MCSD email address and calendar and is included in relevant correspondences and future event invites.

COVID- 19 – To say the flow of information and reactions from county, state and federal sources has been fluid would be an understatement. On April 17th, MCSD issued a memorandum to our staff that laid out a plan of personal hygiene, disinfection of hard surfaces, and social distancing to protect our staff and our customers. On March 19th, Humboldt County issued a Shelter in Place Order and MCSD adjusted our Memorandum to, at a minimum, meet the standard of the county order. The next day, the Governor issued a statewide order that resembled the county order. To allow for our customers to still pay their bills we have modified our policy for accepting payments that include taking credit card payments over the phone. On March 25th, MCSD has been operating with the office locked and not taking payments person to person. All customer interactions that require person to person interactions are handled by appointment only. A significant amount of time has been dedicated to webinars and reviewing information on how MCSD will do business, that include how our customers receive service and pay their bills. Another area yet to be fully understood is the human resource side.

4.5 Gallon Water Tank Project – The RFQ seeking design firms to submit Statements of Qualifications for the project, searching for a Consultant to provide preliminary design, surveying, detailed design, geotechnical investigations, site surveys, environmental review and compliance, CEQA permitting, NPDES permitting, bidding, construction support services, and grant program management as required for the project's Phase One and Phase Two divisions of work. This is a Hazard Mitigation Grant through Cal OES and FEMA and will be a 75% grant 25% cost to MCSD. Estimated total project cost will exceed \$6,000,000. The deadline to submit questions was March 24 and the deadline to submit statements of qualifications is April 2nd.

Water and Sewer Mainline Master Plan Phase 3a and b – Phase 3b of the Master Planning effort is under way. Soil sampling was conducted strategically throughout the District to characterize soil types for corrosiveness. Staff and our consultant are now in the process of planning to test water and sewer mainlines. Non- destructive testing will include visual observations using a robotic camera and ultrasonic testing for thickness. Destructive testing will also take place where the pipe will be excavated, a section cut out and crush testing and penetration testing performed. The state of the pipe will then be compared to the environmental conditions and life span determined by area.

SRF Emergency Efficiency WWMF Micro-grid Project – A kickoff meeting was held on March 25th for the design and permitting phase of the project. Due to COVID- 19 the meeting was held via teleconference.

Hiller Lift Station Pump Upgrade – The construction contract for this project in front of the board for approval at the April meeting. A construction kickoff meeting will be scheduled shortly to initiate implementation.

Local Limits – The draft work plan was completed by our consultant, reviewed by staff and submitted to the Regional Board for approval prior to implementation. In December we received word from Region One that we could move forward with the workplan. Since the workplan stipulates sampling during dry weather months, implementation will begin when our influent flow drops below .9 MGD.

Sewer Undercrossing Project – A Request for Qualifications will be circulated to a list of qualified consultants on April 6th. The scope of work will include surveying and right of way mapping. Preliminary engineering design of the appropriate replacement method for each highway crossing including an Alternatives Analysis and coordination with CalTrans on their related to methods of construction. National Environmental Protection Act analysis. Submittal and coordination of the preliminary design and environmental studies with Cal OES and FEMA and grant management that will include quarterly reports. The deadline to receive statements of qualification will be May 6th. This is a Hazard Mitigation Grant through Cal OES and FEMA and will be a 75% grant 25% cost to MCSD. Estimated total project cost will exceed \$4,000,000.

Measure B – The Financial and Engineer’s Report are in draft form and are attachments to the agenda item to initiate that process. The final Engineer’s Report will be included with the Assessment Resolution in May.

Individual Development Plans (IDP) – Staff participates in the IDP process annually. The IDPs allow staff and their supervisor to participate in a dialogue related to professional development, cross training and succession planning. The process is nearly finalized with the review of staff IDPs with the GM and Department Heads.

Meetings –The General Manager attended various meetings in March including a MMAC meetings related to the Town Center Ordinance and a CSDA Executive Committee Meeting. The GM is also taking part in the MARE Leadership in Racial Equity Training. During the month of March, the GM attended numerous remote meeting to discuss COVID- 19 impacts.

Attachments:

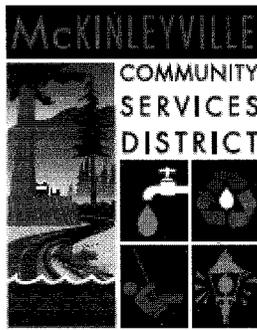
- Attachment 1 – WWMF Monthly Self-Monitoring Report

PHYSICAL ADDRESS:

1656 SUTTER ROAD
McKINLEYVILLE, CA 95519

MAILING ADDRESS:

P.O. BOX 2037
McKINLEYVILLE, CA 95519



mckinleyvillecsd.com

MAIN OFFICE:

PHONE: (707) 839-3251
FAX: (707) 839-8456

PARKS & RECREATION OFFICE:

PHONE: (707) 839-9003
FAX: (707) 839-5964

R.W.Q.C.B. NORTH COAST REGION
5550 SKYLANE BLVD., SUITE A
SANTA ROSA, CA 95403

March 18, 2020

RE: MONTHLY MONITORING REPORT

Dear Justin:

Enclosed is the Monthly Monitoring Report for February 2020 for McKinleyville Community Services District Wastewater Management Facilities WDID NO. 1B82084OHUM, operating under Order Number R1-2018-0032.

The normal discharge of effluent was 29 days going to 001. The required monitoring and water quality constituents that were tested and reported was in compliance in February.

Effluent Limitations Parameters	Units	Average Monthly	Average Weekly	Avg. % Removal	Max Daily	Instant Max	Instant Min	Results
Monitoring Location EFF- 001								
BOD	mg/L	30	45	>85				Compliance
TSS	Mg/L	30	45	>85				Compliance
PH	s.u.					6.5	8.5	Compliance
Settleable Solids	ml/L	0.1			0.2			Compliance
Chlorine Total Residual	mg/L	0.1			0.2			Compliance
Carbon Tetrachloride	ug/L	.25			.75			Compliance
Ammonia Impact Ratio	mg/L	1.0			1.0			Compliance
Dichlorobromomethane	ug/L	.56			1.4			Compliance
Monitoring Location LND-001, REC-001								
Nitrate		10						Compliance
PH		6.0- 9.0	6.0 – 9.0					Compliance

Total Coliform Organisms MPN/100 ml. The Monthly Median not to exceed MPN of 23 and the daily maximum not to exceed MPN of 240. The reported results for the month of February are as follows. Median was <2.0 and a Maximum of 4.5. Four samples were collected in the month of February and was in compliance.

Acute Toxicity Percent Survival. Minimum for any bioassay is 70% survival. Median for three or more consecutive bioassays at least 90% survival. Acute results were 100% and TST Pass for Rainbow trout.

Quarterly sampling along with the Annual Chronic testing was also completed in January.

Monthly River Monitoring was conducted in February.

McKINLEYVILLE COMMUNITY SERVICES DISTRICT WASTEWATER MANAGEMENT FACILITY MONITORING DATA

MONTH: February 2020

DATE	EFFLUENT MONITORING				EFFLUENT MONITORING				EFFLUENT MONITORING				EFFLUENT MONITORING										
	INFLUENT FLOW M.G.D.	EFFLUENT FLOW M.G.D.	MAXIMUM GPM	RIVER CFS	RIVER DILUTION	BOD mg/L	TSS mg/L	PH	TEMP (°C)	CL RES	TSS mg/L	CL RES	CL RES	RIVER CL RES	SETTLABLE SOLIDS	TOTAL COLIFORMS	TIME	PH	TEMP	D.O.	PH	TEMP	D.O.
1	1.167	1.328	1264	2400	852			7.0	14.3			2.3	0.00										
2	1.225	1.246	1218	2050	755			7.0	13.5			2.4	0.00										
3	1.140	1.313	1338	1810	607			7.0	13.3			2.5	0.00			<1.8		9:30	7.1	9.3			12.2
4	1.084	1.273	1333	1570	529			7.0	13.3			2.5	0.00										
5	1.079	1.328	1354	1400	464			7.0	12.5			2.8	0.00										
6	1.049	1.179	1312	1270	434			7.0	13.5			2.6	0.00										
7	1.032	1.228	1272	1180	416	270		7.0	12.9	6.0		2.0	0.00	<0.1									
8	1.071	1.215	1240	1060	384			7.0	12.3			2.4	0.00										
9	1.112	1.115	1160	981	380			7.0	11.4			2.5	0.00										
10	1.028	1.172	1274	908	320			7.1	12.3			2.1	0.00			2							
11	1.002	1.279	1326	853	289			7.1	12.0			2.6	0.00										
12	1.008	1.197	1317	705	240			7.1	12.3			2.5	0.00										
13	0.979	1.251	1324	592	201			7.0	12.4			2.4	0.00										
14	0.967	1.177	1258	540	193	250		7.0	12.1	4.6		1.2	0.00	<0.1									
15	0.999	1.230	1286	507	177			7.0	11.8			2.3	0.00										
16	1.051	1.198	1189	496	187			6.9	12.5			2.2	0.00										
17	1.041	1.269	1244	543	196			6.9	12.5			2.2	0.00										
18	0.986	1.160	1159	495	192			7.1	12.5			2.2	0.00										
19	0.969	1.228	1190	463	175			7.0	12.5			2.4	0.00										
20	0.933	1.159	1190	439	166			7.0	12.5			2.4	0.00										
21	0.920	1.225	1203	414	154	300		7.0	12.3	6.9		1.0	0.00	<0.1									
22	0.961	1.121	1133	391	155			6.9	12.9			2.3	0.00										
23	1.027	1.191	1309	373	128			6.9	12.9			2.4	0.00										
24	0.941	1.109	1221	360	132			7.0	13.1			1.7	0.00			4.5							
25	0.943	1.179	1300	343	118			7.1	12.8			2.3	0.00										
26	0.936	1.108	1255	335	120			7.0	12.2			2.3	0.00										
27	0.930	1.169	1269	319	113			7.0	13.2			2.3	0.00										
28	0.901	1.119	1204	307	114	270		7.0	13.7	5.8		2.0	0.00	<0.1									
29	0.949	1.085	1184	295	112			7.0	11.9			2.2	0.00										

MONTHLY TESTS EFF-001 DISCHARGE TO RIVER

Ammonia Impact	Aluminum	Nitrate	Hardness	Prophosus	Bis Phosphate	Carbon tetrachloride	Chlorobromophenols	Electrochromophenols	Specific % Increase
0.12	1.50	3.0	91	4.2	ND	ND	ND	DMQ 34	N/A

MONTHLY TESTS LND-001, REC-001 DISCHARGE TO PERC PONDS and LAND

Organic Nitrogen	TSS	AMMONIA	NITRATE	NITRITE	SOLUBLE CHLORIDES	CHLORIDE	PHOSPHORUS	CHLOROPHENOLS	CONDUCTIVITY	TEMPERATURE	TURBIDITY
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
ACUTE TOXICITY											
Date	Species	TST Pass/Fail		Chlorophenols		Chloride		Conductivity		TSS	
2/13/2020	Rainbow Trout	Pass		Chlorophenols		Chloride		Conductivity		TSS	

MONTHLY RIVER RSW-001

BOD	Hardness	Ammonia	Conductivity	Turbidity	TSS	Hardness	Ammonia	Conductivity	Turbidity
74	56	ND	94.7	25.1	79	58	ND	100	24.6

MONTHLY RIVER RSW-002

BOD	BOD	BOD	TSS	TSS	% Removal	LBS/DAY	% Removal	LBS/DAY	% Removal
6	30 DAY AVERAGE	58	2	15	99	2	15	99	99

EFF-001	REC-001	Quarterly	Permit Exceedance

Remarks:

**McKINLEYVILLE COMMUNITY SERVICES DISTRICT
WASTEWATER MANAGEMENT FACILITY
EFFLUENT DISCHARGE DISPOSAL**

FEBRUARY 2020

Discharge Monitoring	002	002	004	003	006	005	001				
INF-001	EFF-001	LND-001	LND-001	REC-001	REC-001	REC-001	REC-001	IRRGATE	RIVER		
DATE	INFLUENT	EFFLUENT	MAXIMUM	N.POND	S.POND	FISCHER	FISCHER	PIALORSI	HILLER	TOTAL	RIVER
	MGD	MGD	GPM	MGD	MGD	MGD	MGD	MGD	MGD	MGD	MGD
						UPPER	LOWER				
1	1.167	1.328	1264							0.000	1.328
2	1.225	1.246	1218							0.000	1.246
3	1.140	1.313	1338							0.000	1.313
4	1.084	1.273	1333							0.000	1.273
5	1.079	1.328	1354							0.000	1.328
6	1.049	1.179	1312							0.000	1.179
7	1.032	1.228	1272							0.000	1.228
8	1.071	1.215	1240							0.000	1.215
9	1.112	1.115	1160							0.000	1.115
10	1.028	1.172	1274							0.000	1.172
11	1.002	1.279	1326							0.000	1.279
12	1.008	1.197	1317							0.000	1.197
13	0.979	1.251	1324							0.000	1.251
14	0.967	1.177	1258							0.000	1.177
15	0.999	1.230	1286							0.000	1.230
16	1.051	1.198	1189							0.000	1.198
17	1.041	1.269	1244							0.000	1.269
18	0.986	1.160	1159							0.000	1.160
19	0.969	1.228	1190							0.000	1.228
20	0.933	1.159	1190							0.000	1.159
21	0.920	1.225	1203							0.000	1.225
22	0.961	1.121	1133							0.000	1.121
23	1.027	1.191	1309							0.000	1.191
24	0.941	1.109	1221							0.000	1.109
25	0.943	1.179	1300							0.000	1.179
26	0.936	1.108	1255							0.000	1.108
27	0.930	1.169	1269							0.000	1.169
28	0.901	1.119	1204							0.000	1.119
29	0.949	1.085	1184							0.000	1.085
TOTAL	29.430	34.851		0.000	0.000	0.000	0.000	0.000	0.000	0.000	34.851
AVERAGE	1.015	1.202	1253	0.000	0.000	0.000	0.000	0.000	0.000	0.000	1.202
MAXIMUM	1.225	1.328	1354	0.000	0.000	0.000	0.000	0.000	0.000	0.000	1.328
MINIMUM	0.901	1.085	1133	0.000	0.000	0.000	0.000	0.000	0.000	0.000	1.085
DAYS	29	29	29	0	0	0	0	0	0	0	29
DAYS WITH NO DISCHARGE =											

McKINLEYVILLE COMMUNITY SERVICES DISTRICT

WASTEWATER MANAGEMENT FACILITY

RIVER CFS - EFFLUENT FLOWS -

M-003

RIVER DILUTION

M-004

M-005

February 2020

DATE	INF-001 INFLUENT MGD	EFF-001 EFFLUENT MGD	EFFLUENT MAXIMUM GPM	M-002 PERK PONDS MGD	M-006 IRRIGATE MGD	EFF-001 RIVER MGD	RIVER DILUTION 100:1	MAXIMUM G.P.M. DISCHARGE FOR 100:1	RIVER FLOW IN CFS	RIVER FLOW IN GPS
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1	1.167	1.328	1264			1.328	852	10773	2400	17954
2	1.225	1.246	1218			1.246	755	9202	2050	15336
3	1.140	1.313	1338			1.313	607	8124	1810	13541
4	1.084	1.273	1333			1.273	529	7047	1570	11745
5	1.079	1.328	1354			1.328	464	6284	1400	10473
6	1.049	1.179	1312			1.179	434	5701	1270	9501
7	1.032	1.228	1272			1.228	416	5297	1180	8828
8	1.071	1.215	1240			1.215	384	4758	1060	7930
9	1.112	1.115	1160			1.115	380	4403	981	7339
10	1.028	1.172	1274			1.172	320	4076	908	6793
11	1.002	1.279	1326			1.279	289	3829	853	6381
12	1.008	1.197	1317			1.197	240	3164	705	5274
13	0.979	1.251	1324			1.251	201	2657	592	4429
14	0.967	1.177	1258			1.177	193	2424	540	4040
15	0.999	1.230	1286			1.230	177	2276	507	3793
16	1.051	1.198	1189			1.198	187	2226	496	3711
17	1.041	1.269	1244			1.269	196	2437	543	4062
18	0.986	1.160	1159			1.160	192	2222	495	3703
19	0.969	1.228	1190			1.228	175	2078	463	3464
20	0.933	1.159	1190			1.159	166	1970	439	3284
21	0.920	1.225	1203			1.225	154	1858	414	3097
22	0.961	1.121	1133			1.121	155	1755	391	2925
23	1.027	1.191	1309			1.191	128	1674	373	2790
24	0.941	1.109	1221			1.109	132	1616	360	2693
25	0.943	1.179	1300			1.179	118	1540	343	2566
26	0.936	1.108	1255			1.108	120	1504	335	2506
27	0.930	1.169	1269			1.169	113	1432	319	2386
28	0.901	1.119	1204			1.119	114	1378	307	2297
29	0.949	1.085	1184			1.085	112	1324	295	2207

TOTAL	28.481	33.766		0.000	0.000	33.766				
AVERAGE	1.017	1.206	1255	0.000	0.000	1.206	293	3704	825	6173
MAXIMUM	1.225	1.328	1354	0.000	0.000	1.328	852	10773	2400	17954
MINIMUM	0.901	1.108	1133	0.000	0.000	1.108	113	1378	307	2297
DAYS	29	29	29	0	0	29				
DAYS WITH NO DISCHARGE TO THE MAD RIVER = 0										