



UTILITIES ADVISORY COMMITTEE MEETING

Wednesday, June 20, 2018 at 5:30 p.m.
Los Osos Community Services District Office
2122 9th Street, Suite 106, Los Osos, CA

COMMITTEE MEMBERS

Chuck Cesena, Chairperson
Vicki Milledge, Alternate Chairperson
Jan Harper, Member
Gene Heyer, Member
Leonard Moothart, Member
Ron Munds, Member
Eric Silva, Member

STAFF

Renee Osborne, General Manager
Rob Miller, District Engineer
Jose Acosta, Utility Systems Manager
Ann Kudart, Administrative Services Manager

AGENDA

- 1. Opening – 5:30 p.m.**
Call to Order, Flag Salute, Roll Call
- 2. Review of Board Item Regarding Draft Recycled Water Agreement with San Luis Obispo County**
(Committee Review and Recommendation to the Board)
Presented By: District Engineer Miller
- 3. Recap of June 20, 2018 Basin Management Committee Meeting**
(No Action Associated)
Presented By: Chairperson Cesena
- 4. Basin Management Committee Capital Project Updates**
(Review and Discussion)
Presented By: Utility Systems Manager Acosta
- 5. Utilities Department Project Updates**
(Review and Discussion)
Presented By: Utility Systems Manager Acosta
- 6. Review of Board Item Regarding Awarding Bid for 8th Street Water Yard Building Project in an Amount Not to Exceed \$148,415**
(Committee Review and Recommendation to the Board)
Presented By: Utility Systems Manager Acosta
- 7. Approve UAC Minutes of April 18, 2018 and May 16, 2018**
(Recommend Committee Approval)
Presented By: Administrative Services Manager Kudart
- 8. Public Comments on Items NOT on this Agenda:** At this time, the public may comment on items not on this agenda. Each commenter is limited to 3 minutes and shall address the Chairperson.
- 9. Schedule UAC Meeting – Wednesday, July 18, 2018 at 5:30 p.m. unless otherwise noted.**
- 10. Closing Comments by UAC Committee Members**
- 11. Adjournment**

ITEM 2

**REVIEW OF BOARD ITEM REGARDING
DRAFT RECYCLED WATER AGREEMENT
WITH SAN LUIS OBISPO COUNTY**



June 14, 2018

TO: Utilities Advisory Committee

FROM: Rob Miller, PE
District Engineer

SUBJECT: **Item 2 – 6/20/2018 Utilities Advisory Committee Meeting**
Review of Draft Recycled Water Agreement with San Luis Obispo County

President
Vicki L. Milledge

Vice President
Marshall E. Ochylski

Directors
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Christine M. Womack

General Manager
Renee Osborne

District Accountant
Robert Stilts, CPA

Unit Chief
Scott M. Jalbert

Battalion Chief
Greg Alex

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DESCRIPTION

A draft agreement between the District (LOCSD) and the County has been prepared to accommodate the delivery of recycled water generated by the County to District irrigation customers, including Baywood Elementary and Los Osos Middle School. Staff is seeking Committee input on the agreement prior to the July Board of Director's meeting.

STAFF RECOMMENDATION

Staff recommends that the Committee review the draft agreement and provide recommendations to the Board

DISCUSSION

The Los Osos Wastewater Project and Basin Plan both contemplate the urban reuse of recycled water for landscape irrigation. The urban use of recycled water directly offsets lower aquifer pumping and therefore has the highest available seawater intrusion benefit. It has been estimated that every gallon of recycled water used in the urban area reduces seawater intrusion by 0.55 gallon. While other uses may follow in the District's service area in the future, Los Osos Middle School and Baywood Elementary School were both identified as recycled water users by the County in the short term. Dedicated recycled water mains were extended to both locations, and the schools are working with the County during the 2018 summer break to retrofit irrigation plumbing to comply with State recycled water regulations.

The schools are the District's two largest irrigation customers, and they historically consume a combined total of 11,500 CCF per year. A formal agreement between the District and County is necessary to avoid duplication of service. Previous agreements between the County and the San Luis Coastal Unified School District (SLCUSD) were opposed by the District and Golden State Water Company. The County has stated that the previous agreements are no longer valid since they violated the duplication of service provisions in the law. The attached draft agreement includes the following key provisions:

1. The County will provide the recycled water to a District-owned recycled water meter, and therefore the schools will remain customers of the District.

2. The County will continue to own and maintain all infrastructure upstream of the water meter at no cost to the District, and the water will be delivered under pressure.
3. The District will pay the County \$80 per acre-ft in recognition of the energy savings that the District will receive by not pumping its potable water supplies for the same use.

The District will continue to receive revenue from the schools for the recycled water metered at each location. A discount of 10% from the potable water rate is currently contemplated, similar to the City of San Luis Obispo's recycled water program that serves other SLCUSD facilities. The District's last rate analysis in April 2017 included provisions for this discount. Once the agreement is in place, the final rate will be set by the District pursuant to Proposition 218.

While the draft agreement has been approved by District Counsel, the document may be subject to further refinements and discussion prior to District Board action. Staff is requesting input from the UAC prior to Board consideration in July.

FINANCIAL IMPACT

The proposed agreement will reduce District water revenues due to the contemplated 10% discount in the cost of recycled water. However, such reductions have already been anticipated in the District's water rate design.

Attachment

**RECYCLED WATER DELIVERY AGREEMENT BETWEEN
THE COUNTY OF SAN LUIS OBISPO AND
THE LOS OSOS COMMUNITY SERVICES DISTRICT**

THIS RECYCLED WATER USE AGREEMENT (“AGREEMENT”) is entered into by and between the COUNTY OF SAN LUIS OBISPO (“COUNTY”) and the LOS OSOS COMMUNITY SERVICES DISTRICT (“LOCSD”) (each a “PARTY,” and collectively the “PARTIES”):

WHEREAS, pursuant to Government Code section 25825.5 and Coastal Development Permit No. A-3-SLO-09-055/069 (“CDP”), COUNTY constructed, owns and operates the Los Osos Wastewater Treatment Plant (“LOWWP”); and

WHEREAS, the CDP requires that the LOWWP provide disinfected tertiary recycled water as defined in section 60301.230 of Title 22 of the California Code of Regulations (“RECYCLED WATER”) and that all RECYCLED WATER be used in locations within the Los Osos Groundwater Basin (“BASIN”) in a manner that will maximize the objectives of the Los Osos Basin Recycled Water Management Plan (“RECYCLED WATER PLAN”), where the highest priority for reuse shall be replacing existing potable water use with RECYCLED WATER use where feasible and appropriate; and

WHEREAS, COUNTY Condition No. 97 of the CDP identifies areas within the urban reserve line, as more particularly described in the Effluent Re-Use and Disposal Tech Memo dated July 2008 (“TECH MEMO”), as optimal locations for use of RECYCLED WATER; and

WHEREAS, LOCSD is a duly formed Community Services District operating pursuant to the California Government Code and must provide facilities and water supplies to meet the present and prospective needs of those in its service area and charge rates adopted pursuant to Proposition 218; and

WHEREAS, some of the locations identified in the TECH MEMO as appropriate for RECYCLED WATER use are locations and customers served by LOCSD (“CUSTOMERS”); and

WHEREAS, by entering into this AGREEMENT, the PARTIES desire to provide the opportunity (after compliance with all requirements under the California Environmental Quality Act) to maximize the objectives of the RECYCLED WATER PLAN as required by the CDP and facilitate the service of RECYCLED WATER from the LOWWP by LOCSD to CUSTOMERS, when it is available and prudent to do so, in the most efficient and cost-effective manner.

NOW, THEREFORE, in consideration of the foregoing and of the benefits which shall accrue to the PARTIES hereto, the following is understood and agreed to by and between COUNTY and LOCSD:

Section 1. Purpose. The purpose of this AGREEMENT is to establish a standard set

of terms and conditions through which the COUNTY is to provide RECYCLED WATER from the LOWWP to LOCSD for distribution and sale to CUSTOMERS within the service area of LOCSD.

Section 2. Rights, Obligations and Responsibilities of COUNTY.

The COUNTY shall:

(a) Review each CUSTOMER'S design plans for the construction of and/or modifications to its water system necessary to receive RECYCLED WATER and to prevent backflow or cross-contamination; connect each CUSTOMER'S RECYCLED WATER distribution system to LOCSD's meter(s); and disconnect each CUSTOMER'S potable water distribution system from LOCSD's meters; and test the required backflow and cross-connection facilities in accordance with the requirements established by the State Division of Drinking Water ("STATE DDW") and the COUNTY Health Agency, Environmental Health Services ("COUNTY HEALTH AGENCY") at the time of each CUSTOMER'S conversion to RECYCLED WATER; and furnish copies of all test results to LOCSD.

(b) Subject to subsection (c) below, design, construct, finance, own, operate, maintain, repair, and replace if necessary the RECYCLED WATER distribution system and stub outs to each CUSTOMER, and ensure design and construction of the RECYCLED WATER distribution system complies with all federal and state regulations and local regulations and land use requirements. Without limiting the foregoing, the COUNTY shall obtain and maintain all necessary STATE DDW and Regional Water Quality Control Board ("RWQCB") approvals and all necessary land use permits and construct site retrofits for the purpose of constructing a RECYCLED WATER distribution system converting potable water usage to RECYCLED WATER usage for each CUSTOMER. COUNTY shall provide copies of all applicable approvals and permits to LOCSD.

(c) Not be responsible for providing and installing the RECYCLED WATER meter(s) at each CUSTOMER site, though the meter vault(s) shall be provided and installed by COUNTY in accordance with LOCSD standards. COUNTY shall also pay for the disconnection (including installing backflow devices) of potable water service lines that become unused due to the addition of RECYCLED WATER service lines as well as provide detailed as-built drawings of the work. The retrofit piping and equipment from the outlet of the meter(s) (excluding the meter vault(s) installed by COUNTY) shall become the property of the property owner upon completion of the construction of the RECYCLED WATER distribution system retrofit for each CUSTOMER.

(d) Supply RECYCLED WATER from the LOWWP to LOCSD at a cost of \$80.00 per acre foot to LOCSD to allow LOCSD to deliver recycled WATER to each CUSTOMER for allowed RECYCLED WATER uses. At the COUNTY's request, the PARTIES agree to review this cost provision in the future. If the PARTIES cannot agree on how to proceed in the event of a future requested change to this cost provision, either PARTY may terminate this AGREEMENT upon written notice pursuant to Section 11(b) below. COUNTY shall not be required to procure RECYCLED WATER from substitute

sources to meet LOCSD's demand for RECYCLED WATER under this AGREEMENT.

(e) Ensure that the RECYCLED WATER complies with all applicable federal, state and local regulations; COUNTY, and not LOCSD, shall be responsible for fines, permit requirements or other liability resulting from the production and distribution of RECYCLED WATER provided hereunder that does not comply with federal, state or local regulations.

(f) Provide appropriate training and documentation verifying each CUSTOMER'S active participation in training on the safe use of RECYCLED WATER.

(g) Require CUSTOMERS to agree to certain Rules and Regulations Governing the Distribution of Recycled Water developed by COUNTY ("RULES AND REGULATIONS"). LOCSD acknowledges that the RULES AND REGULATIONS provide for, among other things, a Use Agreement between the COUNTY and each CUSTOMER whereby each CUSTOMER shall agree to comply with the RULES AND REGULATIONS. The COUNTY shall retain exclusive authority and responsibility to enforce the RULES AND REGULATIONS, except for disconnection of CUSTOMERS from the RECYCLED WATER system. Upon receiving notice from the COUNTY of CUSTOMER'S non-compliance with the RULES AND REGULATIONS, LOCSD shall have the exclusive authority and responsibility to disconnect CUSTOMERS from the RECYCLED WATER system.

(h) In the event COUNTY is unable to deliver RECYCLED WATER for a period exceeding fourteen (14) days for a reason that can be cured within a period of one (1) year or less, COUNTY shall notify LOCSD and LOCSD shall be responsible for disconnecting each CUSTOMER from the RECYCLED WATER distribution system and connecting each CUSTOMER to the LOCSD potable water supply, subject to available capacity in said system. Said disconnection and connection shall be completed in accordance with all applicable regulatory requirements, including those established by STATE DDW and RWQCB, and shall be subject to LOCSD standards, inspection, review and approval, which approval shall not be unreasonably withheld, conditioned or delayed. In the event that COUNTY is unable to supply RECYCLED WATER for a period exceeding one (1) year, COUNTY, the CUSTOMERS and LOCSD, as appropriate, shall meet to discuss how to proceed, which may but shall not necessarily include termination of this AGREEMENT pursuant to Section 11(b) below.

(i) Reimburse LOCSD within thirty (30) days for all costs associated with the disconnection of each CUSTOMER from the RECYCLED WATER system and reconnection to the potable water system prior to terminating RECYCLED WATER service if (1) COUNTY requests LOCSD to disconnect CUSTOMER for noncompliance pursuant to Section 2(g) above, (2) COUNTY is unable to delivery RECYCLED WATER as set forth in Section 2(h) above; (3) COUNTY or GSWC terminates this AGREEMENT per Section 11(b) below; or (4) this AGREEMENT is terminated per Section 11(c) below and the COUNTY is the defaulting PARTY. Unless otherwise specified in this AGREEMENT, LOCSD shall be responsible for the costs of disconnection and connection in all other instances.

Section 3. Rights, Obligations and Responsibilities of LOCS D.

LOCS D shall:

(a) As promptly as practical, establish a rate applicable to all potential LOCS D RECYCLED WATER customers, said rate to be adopted in compliance with all legal requirements, including but not limited to, Proposition 218. LOCS D shall establish rates that provide a reasonable discount from the applicable potable water consumptive use rates to provide the RECYCLED WATER user an incentive to manage the extraordinary regulatory requirements associated with RECYCLED WATER use.

(b) Furnish and install water meter(s) on service connections from the RECYCLED WATER distribution system to CUSTOMERS.

(c) Prepare and send COUNTY a RECYCLED WATER usage report on a bi-monthly basis, subsequent to the normal reading cycle for each CUSTOMER'S accounts, as measured by LOCS D's RECYCLED WATER meter(s) for each CUSTOMER.

(d) Not be responsible for the quality of the RECYCLED WATER delivered to LOCS D points of connection from COUNTY.

(e) Charge CUSTOMERS its-approved RECYCLED WATER rate for all RECYCLED WATER delivered according to meter(s) at service connection.

(f) Pay COUNTY for RECYCLED WATER it sells to CUSTOMERS concurrently with the LOCS D's billing cycle through which it bills and receives payment from each RECYCLED WATER CUSTOMER. Billing shall commence no later than _____ days after each CUSTOMER begins receiving RECYCLED WATER.

Section 4. School District Agreement. The PARTIES are aware that COUNTY entered into a forty (40) year Agreement for Delivery of Recycled Water with the San Luis Coastal Unified School District on or around April 24, 2012 ("SCHOOL DISTRICT AGREEMENT") but that may now be terminated upon six (6) months written notice. The PARTIES agree to cooperate with each other, in good faith, to terminate the SCHOOL DISTRICT AGREEMENT so that it is not in conflict with this AGREEMENT. Notwithstanding anything to the contrary in this AGREEMENT, it shall be a condition precedent to either PARTY'S obligations under this AGREEMENT that the SCHOOL DISTRICT AGREEMENT is terminated.

Section 5. Environmental Review.

(a) All obligations of the PARTIES set forth above are subject to obtaining all land use and regulatory approvals, and environmental review pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000 et seq.) ("CEQA").

(b) The COUNTY, as the lead agency, prepared and adopted an environmental impact report ("EIR") for the LOWWP, including the provision of RECYCLED WATER as contemplated in this AGREEMENT, which EIR the PARTIES agree has fulfilled the

PARTIES' obligations under CEQA.

(c) The PARTIES shall cooperate with each other, in good faith and as needed, to conduct any additional CEQA review that might be required pursuant to this AGREEMENT. Each PARTY retains its discretion to independently, fairly and fully evaluate a project and environmental documentation prepared pursuant to CEQA.

Section 6. Notices. Except for providing EMERGENCY NOTICE (as defined in Section 7 below), all notices, requests, demands, and other communications required to or permitted to be given under this AGREEMENT shall be in writing and shall be conclusively deemed to have been duly given (i) when hand delivered to the receiving PARTY; or (ii) three business days after the same have been deposited in a United States post office with registered or certified mail return receipt requested postage prepaid and addressed to the PARTIES as set forth below; or (iii) the next business day after same have been deposited with a national overnight delivery service (Federal Express, DHL Worldwide Express, Express Mail, etc.), postage prepaid, addressed to the PARTIES as set forth below with next-business-day delivery guaranteed, provided that the sending PARTY receives a confirmation of delivery from the delivery service provider.

To COUNTY: Colt Esenwein, Director of Public Works
County Government Center, Room 206
San Luis Obispo, CA 93408

To LOCSD: Los Osos Community Services District General Manager

Fax: (805) 965-4333

Each PARTY shall make an ordinary, good faith effort to ensure that it shall accept or receive notices that are given in accordance with this Section and that any person to be given notice actually receives such notice. A PARTY may change or supplement the addresses given above, or designate additional addresses, for purposes of this Section by giving the other PARTY written notice of the new address in the manner set forth above.

Section 7. Emergency Notification. Notwithstanding the procedure outlined in Section 6 above, if there exists an emergency resulting from a violation of the CDP, the PARTY with knowledge of the violation shall use the following contact information to notify the other PARTY of the violation as soon as practicable ("EMEGENCY NOTICE"):

To COUNTY: Ron Munds
(805) 781-5267
rmunds@co.slo.ca.us

To LOCSD: _____

Section 8. Indemnification. As part of the consideration for this AGREEMENT, both PARTIES for their respective selves and their respective successors and assigns, agree to indemnify, defend and hold harmless each other and their respective officers, directors, representatives, and agents from every loss, damage, injury, cost, expense, claim, judgment, penalty, fine, or liability of every kind or character, whether in contract, tort, or otherwise, which arises directly or indirectly from the PARTY's willful, intentional, reckless or negligent (whether active, passive or gross) acts or omissions related to or arising from this AGREEMENT. This indemnity and hold harmless AGREEMENT shall extend to the acts or omissions of the respective contractors, representatives, and agents of COUNTY, and LOCSD. Notwithstanding this general indemnification, LOCSD shall not be liable for, and COUNTY shall indemnify and hold LOCSD harmless from, any loss, damage, injury, cost, expense, claim, judgment, penalty, fine, or liability resulting from permit violations resulting from failure of LOWWP facilities or from any act or omission by COUNTY in connection with the delivery and use of RECYCLED WATER to CUSTOMERS. The provisions of this Section 8 shall survive termination of this AGREEMENT.

Section 9. Modification. The terms of this AGREEMENT may be modified only by written mutual AGREEMENT of the PARTIES hereto.

Section 10. Effective Date and Term. This AGREEMENT shall become effective as of the date that this AGREEMENT has been signed by both PARTIES ("EFFECTVIE DATE"). Unless earlier terminated in the manner provided under this AGREEMENT or unless extended by mutual written AGREEMENT of the PARTIES, this AGREEMENT shall remain in full force and effect up to and until the end of the calendar year following fifteen (15) years from the EFFECTIVE DATE ("TERM"). The TERM shall be automatically extended for each succeeding calendar year, unless either PARTY provides twenty-four (24) months prior written notice of an intent not to extend this AGREEMENT.

Section 11. Termination.

(a) Termination by CUSTOMER. In the event a CUSTOMER requests to cease use of RECYCLED WATER, upon sixty (60) days prior written notice, LOCSD shall disconnect that CUSTOMER from the RECYCLED WATER distribution system and connect the CUSTOMER to a potable water supply, subject to available capacity in the applicable potable water system. The CUSTOMER shall be responsible for the costs of such disconnection and connection. Such disconnection and connection shall be completed in accordance with all applicable regulatory requirements, including those established by STATE DDW, COUNTY HEALTH AGENCY and RWQCB.

(b) Termination Upon Agreement of the PARTIES. Pursuant to Sections 2(d) and 2(h) above, either PARTY may terminate this AGREEMENT upon sixty (60) days prior written notice to the other PARTY.

(c) Termination for Cause. In the event either PARTY fails to perform, or adhere to, any applicable duty or obligation set forth under this AGREEMENT (or fails to perform or adhere to any such duty, obligation or standard of conduct at the time, place or

manner set forth in this AGREEMENT), an event of default (“EVENT OF DEFAULT”) shall be deemed to have occurred. Except as otherwise provided in this AGREEMENT, if an EVENT OF DEFAULT remains uncured by the defaulting PARTY for a period in excess of thirty (30) calendar days from the date upon which the non-defaulting PARTY issues a notice of default to the defaulting PARTY, then the default shall constitute a breach of this AGREEMENT. If a PARTY is in breach of this AGREEMENT, the non-breaching PARTY may terminate this AGREEMENT and pursue any and all remedies available to it at law or in equity.

(d) Government Code Section 25825.5(k)(4). The PARTIES are aware that Government Code section 25825.5(k)(4) provides for application to the RWQCB to transfer the responsibility to operate the LOWWP to the LOCSO. If and when the RWQCB adopts a resolution transferring such responsibility to the LOCSO, this AGREEMENT shall automatically terminate.

Section 12. Time Is Of The Essence. Timely performance of the PARTIES’ duties under this AGREEMENT is of the essence.

Section 13. Force Majeure. Any prevention, delay, nonperformance or stoppage due to any of the following causes shall excuse nonperformance for a period equal to the duration of the force majeure event. The causes referred to above are strikes, walkouts, labor disputes, failure of power, irresistible superhuman cause, acts of public enemies of the State or United States, riots, insurrections, civil commotion, governmental restrictions or regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this AGREEMENT) or other causes beyond the reasonable control of the PARTY obligated to perform.

Section 14. Assignment. Neither PARTY to this AGREEMENT shall assign, sell, or otherwise transfer any obligation or interest in this AGREEMENT without the specific written consent of the other PARTY.

Section 15. Waiver. The waiver of any breach of any provision hereunder by any PARTY to this AGREEMENT shall not be deemed to be a waiver of any preceding or subsequent breach hereunder, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the PARTY making the waiver.

Section 16. Applicable Law. This AGREEMENT shall be construed in accordance with and governed by the laws of the State of California.

Section 17. Integration. This AGREEMENT represents the entire understanding of the PARTIES. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by this AGREEMENT.

[Signature to Follow on Next Page]

IN WITNESS THEREOF, COUNTY and LOCSD have executed this AGREEMENT on the dates set forth below.

COUNTY OF SAN LUIS OBISPO

By: _____
Chairperson of the Board of Supervisors,
County of San Luis Obispo, State of California

Date: _____

ATTEST:

By: _____
County Clerk of the Board of Supervisors,
County of San Luis Obispo, State of California

Date: _____

APPROVED AS TO FORM AND LEGAL EFFECT:
RITA L. NEAL
COUNTY COUNSEL

By: Deputy County Counsel

Date: _____

LOS OSOS COMMUNITY SERVICES DISTRICT

By: _____

Date: _____

ATTEST:

By: _____

Date: _____

APPROVED AS TO FORM AND LEGAL EFFECT:

Date: _____

DRAFT

ITEM 4

BASIN MANAGEMENT COMMITTEE CAPITAL PROJECT UPDATES



June 5, 2018

TO: LOCSD Utility Advisory Committee

FROM: Jose Acosta, Utility Systems Manager *JA*

SUBJECT: **Item 4 – 6/20/2018 Utilities Advisory Committee Meeting**
Basin Management Committee (BMC) Capital Project Update
March 2018

President
Vicki L. Milledge

Vice President
Marshall E. Ochylski

Directors
Charles L. Cesena
Louis G. Tornatzky
Christine M. Womack

General Manager
Renee Osborne

District Accountant
Robert Stilts, CPA

Unit Chief
Scott M. Jalbert

Battalion Chief
Greg Alex

DISCUSSION

During the May 16th Utility Advisory Committee meeting, it was requested that staff bring back an update on BMC Projects. Attached is a report submitted by BMC Interim Executive Director, Rob Miller.

The attachment provides information for projects that have been completed, planned or required by all water purveyors within the Los Osos Groundwater Basin. Projects specific to Los Osos Community Service District (LOCSD):

- Program A – Water Systems Interconnection with Golden State Water Company has been completed.
- Program A – 8th Street Upper Aquifer Well Phase 2 is in the engineering and planning phase; construction is anticipated to begin within FY 2018/19.
- Program A – South Bay Well Nitrate Removal Plant has been completed and operational.
- Program A – Palisades Well modifications have been completed.
- Program B – New Well, currently not funded.
- Program C – Expansion Wells 2 and 3, property acquisition phase is ongoing through efforts of the LOCSD.

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P.O. Box 6064
Los Osos, CA 93412

Offices:
2122 9th Street, Suite 102
Los Osos, CA 93402

Phone: 805/528-9370
FAX: 805/528-9377

www.losososcscsd.org

Attachments

TO: Los Osos Basin Management Committee

FROM: Rob Miller, Interim Executive Director

DATE: March 21, 2018

SUBJECT: Item 7A. – Update on Status of Basin Plan Infrastructure Projects

Recommendations

Receive report and provide input to staff for future action.

Discussion

The Basin Management Plan for the Los Osos Groundwater Basin (Plan) was approved by the Court in October 2015. The Plan provided a list of projects that comprise the Basin Infrastructure Program (Program) that were put forth to address the following immediate and continuing goals:

Immediate Goals

1. Halt or, to the extent possible, reverse seawater intrusion into the Basin.
2. Provide sustainable water supplies for existing residential, commercial, community and agricultural development overlying the Basin.

Continuing Goals

1. Establish a strategy for maximizing the reasonable and beneficial use of Basin water resources.
2. Provide sustainable water supplies for future development within Los Osos, consistent with local land use planning policies.
3. Allocate costs equitably among all parties who benefit from the Basin's water resources, assessing special and general benefits.

The Program is divided into four parts, designated Programs A through D. Programs A and B shift groundwater production from the Lower Aquifer to the Upper Aquifer, and Programs C and D shift production within the Lower Aquifer from the Western Area to the Central and Eastern Areas, respectively. Program M was also established in the Basin Management Plan for the development of a Groundwater Monitoring Program (See Chapter 7 of the BMP), and a new lower aquifer monitoring well in the Cuesta by the Sea area was recommended in the 2015 Annual Report. The following Table provides an overview of status of the Projects that are currently moving forward or have been completed. A schedule of the active projects is also provided to support the discussion in the Table.

As indicated in the July 2017 BMC meeting, the LOCSO has implemented new water rates intended to provide net revenue for capital funding over the next three fiscal years as follows:

- FY 17/18: \$500,000

- FY 18/19: \$700,000
- FY 19/20: \$900,000

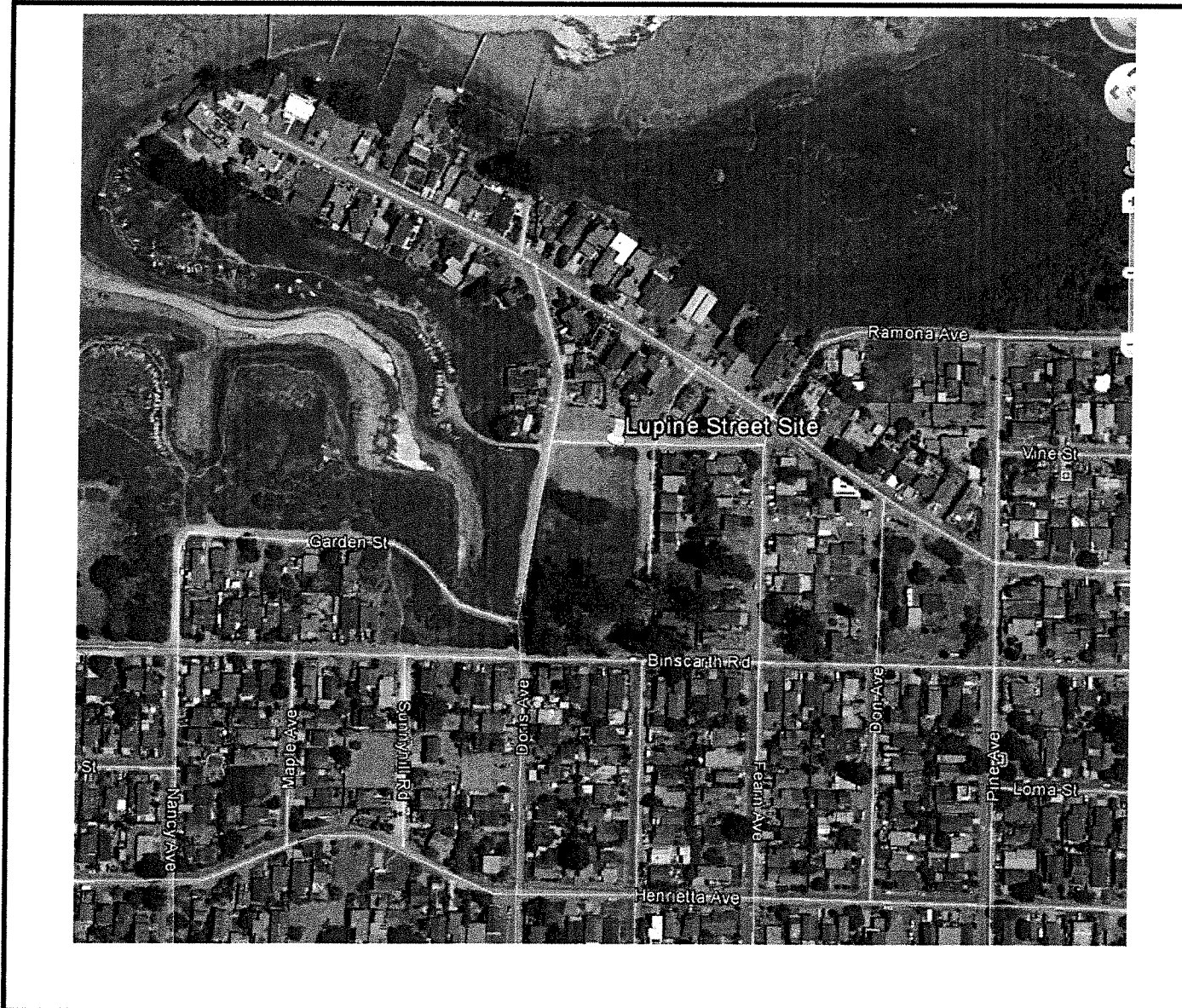
These rates will be sufficient to fully fund the District's portion of all Program A and C projects, either using debt service or pay-as-you-go. Additional cooperative funding approaches with other BMC members could also be considered for Expansion Well No. 3 or other program elements.

| Project Name | Parties Involved | Funding Status | Capital Cost | SI |
|---|------------------|----------------|--|---|
| Program A | | | | |
| Water Systems Interconnection | LOCSD/ GSWC | | | Completed |
| Upper Aquifer Well (8 th Street) | LOCSD | Fully Funded | \$250,000 | Well was drilled and cas Budget remaining \$250, Design RFP was issued was retained in June 20 currently being prepared |
| South Bay Well Nitrate Removal | LOCSD | | | Completed |
| Palisades Well Modifications | LOCSD | | | Completed |
| Blending Project (Skyline Well) | GSWC | Fully Funded | Previously funded through rate case | No change since last up Unit was brought on-line is currently producing 16 treated water. |
| Water Meters | S&T | | | Completed |
| Program B | | | | |
| LOCSD Wells | LOCSD | Not Funded | BMP: \$2.7 mil | Project not initiated |
| GSWC Wells | GSWC | Not Funded | BMP: \$3.2 mil | Project not initiated |
| Community Nitrate Removal Facility | LOCSD/GSWC | Partial | First phase combined with GSWC Program A | GSWC's Program A Bler incremental expansion o be considered a first pha |
| Program C | | | | |
| Expansion Well No. 1 (Los Olivos) | GSWC | | | Completed |

| Project Name | Parties Involved | Funding Status | Capital Cost | S |
|---|------------------|---------------------------|------------------------------------|--|
| Expansion Well No. 2 | GSWC/LOCSD | Cooperative Funding | BMP: \$2.0 mil | Property acquisition phase efforts of LOCSD. Three reviewed, and all appeals side lower aquifer wells, were initiated in December #2. |
| Expansion Well 3 and LOVR Water Main Upgrade | GSWC/LOCSD | Cooperative Funding | BMP: \$1.6 mil | Property acquisition phase efforts of LOCSD. |
| LOVR Water Main Upgrade | GSWC | May be deferred | BMP: \$1.53 mil | Project may not be required pumping capacity of the may be deferred to Program |
| S&T/GSWC Interconnection | S&T/ GSWC | Pending | BMP: \$30,000 | Conceptual design |
| Program M | | | | |
| New Zone D/E lower aquifer monitoring well in Cuesta by the Sea | All Parties | Funded through BMC Budget | \$115,000 (2018 BMC Budget Item 9) | Cleath-Harris scope was 2017 meeting, and staff through right of way and selected site. Based on Works, the well can be s but not within the paved staging during the one tv duration will be a potential on Figure 1 (attached). A will be provided during th |

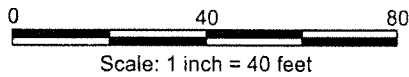
Los Osos Basin Management Committee
Basin Plan Infrastructure Projects

| ID | Task Name | 2018 | | | | 2019 | | | |
|----|--|-------|-------|-------|-------|-------|-------|-------|-------|
| | | Qtr 3 | Qtr 4 | Qtr 1 | Qtr 2 | Qtr 3 | Qtr 4 | Qtr 1 | Qtr 2 |
| 1 | Upper Aquifer Well (8th Street) | | | ▶ | | | | | |
| 2 | Engineering | | | ▶ | | | | | |
| 3 | Bidding and Construction | | | | | ▶ | | | |
| 4 | Expansion Well #2 | | | ▶ | | | | | |
| 5 | Land Acquisition Phase | | | ▶ | | | | | |
| 6 | Environmental Studies and Coastal Development Permit | | | ▶ | | | | | |
| 7 | Engineering | | | | | | | ▶ | |
| 8 | Bidding and Construction | | | | | | | | |
| 9 | Expansion Well #3 and LOVR Water Main Upgrade | | | | | | | | |
| 10 | Schedule pending Land Acquisition and additional hydraulic modeling to determine necessity | | | | | | | | |
| 11 | New Zone D/E lower aquifer monitoring well in Cuesta by the Sea | | | ▶ | | | | | |
| 12 | Design | | | ▶ | | | | | |
| 13 | Bidding and Construction | | | | | ▶ | | | |





Google Earth Image date: 6/14/2017



Explanation

- A Well Site - Partial Road Closure
- B● Well Site - Full Road Closure
- Work Area - Partial Road Closure
- Work Area - Full Road Closure
- - - - - Approximate right-of-way boundaries

Figure 1

Work Area Options
Lupine Street Monitoring Well

Cleath-Harris Geologists

ITEM 6

**REVIEW OF BOARD ITEM REGARDING
AWARDING BID FOR 8TH STREET
WATER YARD BUILDING PROJECT
IN AN AMOUNT NOT TO EXCEED
\$148,415**



June 6, 2018

TO: LOCSD Utility Advisory Committee
FROM: Jose Acosta, Utility Systems Manager *JA*
SUBJECT: **Agenda Item 6 – 6/20/2018 Utility Advisory Committee Meeting**
Review of Board Item Regarding Awarding Bid for 8th Street Water Yard Building Project in an Amount Not to Exceed \$148,415.00

DISCUSSION

President
Vicki L. Milledge

At their April 5, 2018 Board meeting, Los Community Services District Board of Directors, authorized staff to issue and release a Request for Proposal (RFP) for Design/Build for 8th Street Utility Building.

Vice President
Marshall E. Ochylski

The RFP was released and posted for all contractors wishing to review and submit a bid. Staff provided a date for a site walk-through, provided communication with all contractors and responded to all inquiries from contractors, issuing three addendums. These addendums contained all responses to inquiries from the three contractors who attended the site visit and planned to submit bid packets. Also included in the addendums were documents requested of contractors pertaining to final bid submittals.

Directors
Charles L. Cesena
Louis G. Tornatzky
Christine M. Womack

On Thursday, May 24, 2018 at 4:00pm, with all three contractors delivering their bids, staff opened the three bid packets for public presentation. The bids were documented and amounts compiled on a spreadsheet to send out to staff and contractors. Contractors were notified that staff would review each bid packet for completeness, clarity, and pricing.

General Manager
Renee Osborne

District Accountant
Robert Stilts, CPA

After reviewing the individual bid packets, it was discovered that the lowest bidder, Effect Contractors, did not submit their cover sheet stating the company's qualifications along with three projects of similar size.

Unit Chief
Scott M. Jalbert

Upon suggestion from District Legal Counsel, Effect Contractors was contacted by staff requesting this information, while also being informed that this information would not be accepted as part of their initial bid. Also communicated was that this information would be presented with the recommendation from staff that the Board waive the technicality of omission of these original documents, as per the RFP. After discussion with Effect Contractors, communication was made with all three contractors in regards to how staff will proceed.

Battalion Chief
Greg Alex

The bid submitted by Effect Contractors was also forwarded to our District Engineer for review, discussion, and a determination to present the bid.

Mailing Address:
P.O. Box 6064
Los Osos, CA 93412

Attached is a spreadsheet showing amounts listed on bid schedule, by the contractors. Also attached, are other documents submitted by the three contractors.

Offices:
2122 9th Street, Suite 102
Los Osos, CA 93402

Staff will recommend that the Board, at their July meeting, award the bid to Effect Contractors, the lowest responsive bidder, and to direct staff to begin the process to execute a construction contract.

Phone: 805/528-9370
FAX: 805/528-9377

FINANCIAL IMPACT

The financial impact is estimated to be \$148,415.00. Funding for the project will come from Fund 500, Capitol Improvement Fund.

www.lososocsd.org

Attachments

Bid Schedule 8th Street Water Yard Building

| | | EFFECT | J&P |
|----------------------------|--|---------------------|-------------------|
| <i>Item No.</i> | <i>Description</i> | <i>Unit Price</i> | <i>Unit Price</i> |
| 1 | Engineer Stamped/Signed Drawings and Specifications, Building & Planning Department Permit Coordination | \$8,068.00 | \$31,9 |
| 2 | Soils testing and Assessments | \$3,000.00 | \$6,9 |
| 3 | Engineer Concrete Foundation Plan | \$3,000.00 | \$101,6 |
| 4 | Construction Materials | \$43,847.00 | \$48,3 |
| 5 | Labor (prevailing wage) | \$72,800.00 | \$60,9 |
| 6 | Equipment | \$17,700.00 | \$17,2 |
| TOTAL AMOUNT OF BID | | \$148,415.00 | \$267,0 |



EFFECT
CONTRACTORS

116 West Chestnut St., Nipomo, CA 93444
805 878 2231 ph 805 929 1193 fax
License 835977

June 1, 2018

Los Osos Community Services District
Attn Jose Acosta
2122 9th Street, Suite 102
Los Osos, CA 93402

Re: Bid Workshop / Storage Building at 8th St Yard

Thank you for your consideration of choosing Effect Contractors as your builder for the above referenced project.

Summary of Distinguishing Features:

Effect Contractors aim is to provide our customers with a high level of assurance that their project will be completed following these critical criteria:

SAFETY / QUALITY / COMPLETION TIME / BUDGET

Effect Contractors has successfully completed all of its contracts, and has no history of litigation, claims, or safety violations.

Company Profile

Greg Geiser dba Effect Contractors – Established 2004

Greg Geiser – Sole Proprietor, 31 years construction experience.

Jerry Adams Construction – Pre-engineered Metal Building Consultant, Established 1977

Pre-engineered Structures completed for State of CA Military Department, Camp San Luis Obispo; Thomas Clark, 9800 Goethe Road (Box 12) Sacramento CA 95826-9101
916-854-3690 thomas.e.clarke4.mil@mail.mil

Agreement Number Y0307 Metal Structure for Heat Trainer on K-Range
Agreement Number Y0133 Install Steel Siding & Roof (Building 744)
Agreement Number X0419 Metal Building Installation (Bleacher Bldg's Alpha Range)

“Working effectively to make your plans a reality “

MILITARY DEPARTMENTOFFICE OF THE ADJUTANT GENERAL
9800 Goethe - P.O. Box 269101
Sacramento, California 95826-9101

February 22, 2011

Effect Contractors
116 W Chestnut Street
Nipomo, California 93444

Subject: Agreement Number Y0307, Metal Structure for Heat Trainer on K-Range Servicing, San Luis Obispo, California

Dear Sir/Ma'am:

In an effort to streamline the way the State of California conducts business, we are in the process of standardizing current contracting procedures and formats. The first step toward achieving this goal is to eliminate unnecessary duplication of agreement language and documentation. You will note that in the new format of the Standard Agreement (STD 213), a copy of the General Terms and Conditions (GTC 610) is not provided. The GTC are available on the Internet at www.dgs.ca.gov/contracts and may be downloaded and printed for your files. However, if you do not have Internet capabilities, you may request a hard copy by contacting the person listed in the paragraph below.

This Agreement cannot be considered binding on either party until approved by appropriate authorized state agencies. No services should be provided prior to approval, as the State is not obligated to make any payments on any agreement prior to final approval. Expedient handling of this Agreement is appreciated. For inquiries regarding this Agreement, please call **MSG Daniel Parrish, (916) 854-3525**.

Complete the following item(s) and return to the address stated above:

- _____ Standard Agreement (STD 213) with attached exhibits. Sign the first page of the standard agreement package (STD 210). Sign all five (5) of the attached contracts and return for further processing.
- _____ Payee Data Record (STD 204). No payment can be made unless this form is completed and returned.
- _____ A Payment Bond, Standard Form 807, in the amount of 100% of the contract amount (\$159,910.00) must be submitted by the successful bidder at the time signed contracts are returned to the Military Department. (Form available on line at: <http://www.documents.dgs.ca.gov/osp/pdf/std807.pdf>)
- _____ A Performance Bond, in the amount of 100% of the contract amount (\$159,910.00) must be submitted by the successful bid at the time signed contracts are returned to the Military Department. Bond must be executed by an admitted surety insurer utilizing a bond form provided by the surety.
- _____ A copy of your insurance certification which states coverage will not be canceled without 30 days written notice to the State of California, and which also includes the State of California, its officers, agents, and employees as additional insured. (see Exhibit F attached to the Contract)
- _____ The attached Agreement is signed on behalf of Military Department. Continue processing and when approved, return two original copies to this office.
- The attached approved Agreement is for your records. You are now authorized to provide the agreed upon services.

MSG Daniel Parrish
Daniel Parrish
Master Sergeant
California Army National Guard
Procurement Branch NCOIC

CF: MAJ Tulloch

MILITARY DEPARTMENT

OFFICE OF THE ADJUTANT GENERAL
9800 Goethe— P.O. Box 269101
Sacramento, California 95826-9101



December 30, 2010

Effect Contractors
116 West Chestnut Street
Nipomo, California 93444

Subject: Agreement Number Y0133, Install Steel Siding and Roof Servicing, CSLO, California

Dear Sir:

METHN BLDG # 744

In an effort to streamline the way the State of California conducts business, we are in the process of standardizing current contracting procedures and formats. The first step toward achieving this goal is to eliminate unnecessary duplication of agreement language and documentation. You will note that in the new format of the Standard Agreement (STD 213), a copy of the General Terms and Conditions (GTC) is not provided. The GTC are available on the Internet at www.dgs.ca.gov/contracts and may be downloaded and printed for your files. However, if you do not have Internet capabilities, you may request a hard copy by contacting the person listed in the paragraph below.

This Agreement cannot be considered binding on either party until approved by appropriate authorized state agencies. No services should be provided prior to approval, as the State is not obligated to make any payments on any agreement prior to final approval. Expedient handling of this Agreement is appreciated. For inquiries regarding this Agreement, please call **MSG Daniel Parrish, (916) 854-3525**.

Complete the following item(s) and return to the address stated above:

- X Standard Agreement (STD 213) with attached exhibits. Sign the first page of the standard agreement package (STD 213). Sign all five (5) of the attached contracts and return for further processing.
- X Payee Data Record (STD 204). No payment can be made unless this form is completed and returned.
- X A Payment Bond, Standard Form 807, in the amount of 100% of the contract amount (\$103,997.00) must be submitted by the successful bidder at the time signed contracts are returned to the Military Department. (Form available on line at: <http://www.documents.dgs.ca.gov/osp/pdf/std807.pdf>)
- X A Performance Bond, in the amount of 100% of the contract amount (\$103,997.00) must be submitted by the successful bidder at the time signed contracts are returned to the Military Department. Bond must be executed by an admitted surety insurer utilizing a bond form provided by the surety.
- X A copy of your insurance certification which states coverage will not be canceled without 30 days written notice to the State of California, and which also includes the State of California, its officers, agents, employees and servants as additional insured. (see Exhibit F attached to the Contract)

The attached Agreement is signed on behalf of Military Department. Continue processing and when approved, return two originals copies to this office.

The attached approved Agreement is for your records. You are now authorized to provide the agreed upon services.

MSG Daniel Parrish

Daniel Parrish
Master Sergeant,
California Army National Guard
Procurement NCOIC

CF: MAJ Tulloch

special service label, No insurance coverage is provided. If indemnity coverage is desired, consider Insured Mail, or other special service that provides coverage. Contact your local postmaster for information concerning available options and limitations on coverage.

HOW TO USE:



1. COMPLETE
FORM
NEATLY



2. ~~ATTACH~~ LABEL
TO THE LEFT OF
DELIVERY ADDRESS

MILITARY DEPARTMENT
 OFFICE OF THE ADJUTANT GENERAL
 9800 Goethe - P.O. Box 269101 Box 12
 Sacramento, California 95826-9101



3-10-2010

TO: DANETTE VERRAS

February 19, 2010

Effect Contractors
 Attn: Mr. Greg Geiser
 116 Chestnut Street
 Nipomo, California 93444

LAB /
HE LER /
34 H9106
CO
3P

Subject: Agreement Number X0419, Metal Building Installation, San Luis Obispo, California

Dear Sir:

BURNER BLD'S KUPHA RANGE

In an effort to streamline the way the State of California conducts business, we are in the process of standardizing current contracting procedures and formats. The first step toward achieving this goal is to eliminate unnecessary duplication of agreement language and documentation. You will note that in the new format of the Standard Agreement (STD 213), a copy of the General Terms and Conditions (GTC) is not provided. The GTC are available on the Internet at www.dgs.ca.gov/contracts and may be downloaded and printed for your files. However, if you do not have Internet capabilities, you may request a hard copy by contacting the person listed in the paragraph below.

This Agreement cannot be considered binding on either party until approved by appropriate authorized state agencies. No services should be provided prior to approval, as the State is not obligated to make any payments on any agreement prior to final approval. Expedient handling of this Agreement is appreciated. For inquiries regarding this Agreement, please call Ms. Danette Verras, at (916) 854-3357.

Complete the following item(s) and return to the address stated above:

- X** Standard Agreement (STD 213) with attached exhibits. Sign the first page of the standard agreement package (STD 213). Sign all five (5) of the attached contracts and return for further processing.
- X** Payee Data Record (STD 204). No payment can be made unless this form is completed and returned.
- X** A Payment Bond, Standard Form 807, in the amount of 100% of the contract amount (\$117,400.00) must be submitted by the successful bidder at the time signed contracts are returned to the Military Department. (Form available on line at: <http://www.documents.dgs.ca.gov/osp/pdf/std807.pdf>)
- X** A Performance Bond, in the amount of 100% of the contract amount (\$117,400.00) must be submitted by the successful bidder at the time signed contracts are returned to the Military Department. Bond must be executed by an admitted surety insurer utilizing a bond form provided by the surety.
- X** A copy of your insurance certification which states coverage will not be canceled without 30 days written notice to the State of California, and which also includes the State of California, its officers, agents, employees and servants as additional insured. (see Exhibit F, attached to the Contract)
- The attached Agreement is signed on behalf of Military Department. Continue processing and when approved, return two original copies to this office.
- The attached approved Agreement is for your records. You are now authorized to provide the agreed upon services.

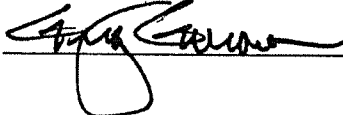
Danette Verras
 Contract Administrator
 California Army National Guard
 Contracting Section

CF: Devin Rouse

BID SCHEDULE

**LOS OSOS COMMUNITY SERVICES DISTRICT
WORKSHOP/STORAGE BUILDING AT 1428 8TH STREET, LOS OSOS, CA**

| Item No. | Est. Qty | Unit | Description | Unit Price | Total Price |
|---------------------|----------|------|---|------------|-------------------------|
| 1 | 1 | LS | Engineer Stamped/Signed Drawings and Specifications, Building & Planning Department Permit Coordination | → | 8,068 ⁻ |
| 2 | 1 | LS | Soils Testing and Assessments | → | 3,000 ⁻ |
| 3 | 1 | LS | Engineer Concrete Foundation Plan | → | 3,000 ⁻ |
| 4 | 1 | LS | Construction Materials | → | 43,847 ⁻ |
| 5 | 1 | LS | Labor (prevailing wage) | → | 72,800 ⁻ |
| 6 | 1 | LS | Equipment | → | 17,700 ⁻ |
| TOTAL AMOUNT OF BID | | | | | \$ 148,415 ⁻ |

Total Bid Amount in Words: ONE HUNDRED FORTY EIGHT THOUSAND FOUR HUNDRED FIFTY FIVE DOLLARS
 Signature of Bidder:  Date: 5/24/2018

The undersigned agrees to perform, for the benefit of the OWNER, the work itemized herein, and in accordance with all San Luis Obispo County, State, and Federal laws.

All materials and equipment used in the execution of the described work shall comply with all applicable State and Federal codes, regulations and requirements.

The Contractor shall verify all measurements and submit a unit price for the facilities shown and described in the RFP/Bid requirements. Payment will be made on a unit price basis.

The Work to be performed described in the above BID SCHEDULE shall consist of furnishing all plant, tools equipment, materials, supplies, and manufactured articles and furnishing all labor, transportation, and services, including fuel, power, water, and essential communications, and performing all Work, or other operations required for the fulfillment of the Contract.

The receipt of the following addenda to the Specifications is acknowledged:

Addendum No. 1 Date 5/7/18 Addendum No. 3 Date 5/21/18
 Addendum No. 2 Date 5/18/18 Addendum No. _____ Date _____

The representations made herein are made under penalty of perjury.

Dated: 5/24/18

Bidder: EFFECT CONTRACTORS

By: GREG GEISER

Contractor's License No. & Expiration Date: 835977 4/30/2020

Title: OWNER

END OF BID SCHEDULE

BID SECURITY FORM

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

Travelers Casualty and Surety

That we, Effect Contractors as principal and Company of America as surety, are held and firmly bound unto **LOS OSOS COMMUNITY SERVICES DISTRICT** hereinafter referred to as "OWNER," for the sum of Ten Percent of Bid dollars, (\$10% of Bid), the amount being 10 percent at least of the total amount of the bid, to be paid to the said OWNER, its successors, and assigns; for which payment, will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the certain proposal of the above bounden for the completion of the **WORKSHOP/STORAGE BUILDING AT 1428 8TH STREET, LOS OSOS, CA** as specifically set forth in documents entitled Contract Documents and Specifications for the **WORKSHOP/STORAGE BUILDING AT 1428 8TH STREET, LOS OSOS, CA** in accordance with the Request for Proposal issued by Los Osos Community Services District on file at the office of the District, 2122 9th Street, Suite 102, Los Osos, CA, is not withdrawn within 60 calendar days from the date of award of the bid, unless otherwise required by law, and notwithstanding the award of the contract to another bidder, and that if said proposal is accepted by the OWNER through action of its legally constituted contracting authorities and if the above bounden his/her heirs, executors, administrators, successors and assigns, shall duly enter into and execute a contract for such construction and shall execute and deliver the required Performance and Payment Bonds and proof of insurance coverage within 15 calendar days (not including holidays) after the date of notification by and from the said OWNER that the said Contract is ready for execution, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set our hands and seals this day of

May 23, 20 18

Effect Contractors

[Signature]
Signature

OWNER

Title

Travelers Casualty and Surety Company of America

by: [Signature]
Myrna Smith, Attorney-in-Fact

Note: The standard printed bond form of any bonding company acceptable to the OWNER may be used in lieu of the foregoing approved sample bond form provided the security stipulations protecting the OWNER are not in anyway reduced by use of the surety company's printed standard form.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

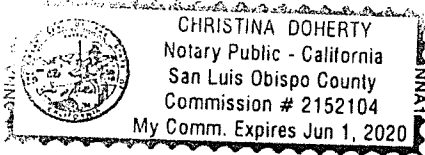
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Luis Obispo)

On May 23, 2018 before me, Christina Doherty, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Myrna Smith
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature Christina Doherty
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer Is Representing: _____



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 227319

Certificate No. 007118912

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Philip E. Vega, and Myrna Smith

of the City of Covina, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 8th day of February, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 8th day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed 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 hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which 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 23rd day of May, 2018.

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.



STATEMENT OF QUALIFICATIONS

320 Butte Street
Bakersfield, CA 93305
661-324-5846 Phone
661-324-5864 Fax
www.vortex-usa.com

COMPANY PROFILE

Vortex was established by William Wages in September of 1990 performing varied construction trade work in the private commercial sector. As the list of clients grew, our reputation for quality work spread, and the company grew. Facilities contracts for large companies including United Parcel Service, Systech Environmental, and National Cement Company became a mainstay for Vortex. In 2007, Vortex became incorporated in the state of California and is now Vortex Construction.

As principles of Vortex Construction, Bill Wages and Sharon Wages are personally committed to providing superior services for their clients. With established effective procedures to ensure quality control and safe working conditions the commitment is apparent from pre-award to close-out.

Having been fortunate enough to have participated in the US Small Business Administration 8(a) program and successfully graduated, we now serve as an officially approved mentor for a current program participant, JJ Leon Construction. As a mentor, we support our "protégé" in their development through subcontracting, financing, and bonding assistance. JJ Leon Construction is primarily an underground utility contractor and as a team member, enhances our capabilities.

Vortex has design/build capability for wood frame, steel frame, and hybrid structures. For new structures and rehabilitation projects we will move the project from concept to occupancy within the client's budget and schedule.

As a builder/dealer for Star Building Systems, one of the largest metal building manufacturers in the world, we offer great flexibility in clear span design and multi-function buildings (office-warehouse, office-manufacturing, etc.). These buildings come engineered and ready to be integrated with architectural designs of all types.

Our company self-performs construction trades depending on factors such as size, scope, and schedule. Trades performed in-house include framing (including metal building erection), roofing, stucco/plaster, HVAC, electrical, plumbing, drywall, painting, and minor concrete.

Ethical standards dictate that we compare subcontractor's bids to each other on a fair and competitive basis. but, we "shop" our own estimates. In the preparation of our bids, we estimate performance of trades with our own field staff and also ask for bids from experienced, well vetted subcontractors. If the subcontractor is capable of performing the trade at a savings to the client, we pass the savings to the client in the form of a reduced proposal amount. The client benefits in lower cost while maintaining quality. We benefit from enhancement of our reputation for completing high quality projects on-time and on-budget which increases volume.

COMPANY INFORMATION

Bonding

- **\$5,000,000 Single; \$15,000,000 Aggregate**

Registrations and Licenses

- California Contractor License No. 901392
 - A – General Engineering
 - B – General Building
 - C-8 – Concrete
 - C-20 - HVAC
 - C-21 – Building Moving & Demolition
 - C-39 – Roofing
 - C-47 – Manufactured Housing
- State of California DBE
- US Government – SAM
- STAR Building System Builder/Supplier
- GAF roofing Systems Certified

VORTEX CONSTRUCTION ORGANIZATION

President/CEO – William (Bill) Wages

Secretary/Treasurer – Sharon Wages

Office Manager – Alice Wages

Contract Administrator – Kelly Carlon

Contract Compliance – Trinity Marquez

Construction Field Manager/Chief Estimator – Dennis Ullrich

Safety Manager – Harvey Wages

Vortex is a Management Team Organization comprised of company owners, experienced office personnel, and field personnel with longtime company affiliation. The team approach maximizes our ability to oversee, manage and ensure quality service for our clients, while maintaining a safe environment for our employees.

The Vortex Team has well established project-tested policies and procedures for managing all elements of the construction process. These include but are not limited to;

Estimating

Estimating staff solicits and reviews best pricing of products and services to provide the highest quality contract compliance.

Budgeting and Cost Control

Job costing updates are performed and reviewed by the management team, accounting, and field supervision personnel on a regular basis to ensure projects are progressing to completion within budget.

Accounting and Bookkeeping

All required reports, invoicing, and payments are completed in a timely manner.

Document Control and Management

All documentation is generated and filed in a proven document control system that provides a thorough record of all phases of construction.

Scheduling

Schedules are prepared and maintained with Primavera P6, the industry standard for scheduling. These can range from simple bar charts to Network Analysis Schedules.

Quality Control

Vortex has adopted the Construction Quality Management for Contractors program developed by the Department of The Army (US Army Corps of Engineers). This program establishes procedures for partnering between contractor and client. Following these time-tested procedures ensures that projects are completed on time, within budget, and to the quality established by the plans and specifications. It also provides a consistent method to perform, record, and report the submittal process, construction phases, inspections, and testing required per plans & specifications. Vortex management and field supervision personnel have received training and certification either through Department of The Army (USACE) or the Department of the Navy, Construction Quality Management for Contractors.

- **Coordination**
 - The Management Team and Field Supervision will coordinate with and provide regular updates to the client throughout all phases of the project.
- **Submittals**
 - Submittals are reviewed by our Quality Control personnel to assure compliance with drawings and specifications prior to submitting to the client. A log of submittal, review, and approval dates for documents and materials is maintained for archive at projects end.
- **Site Supervision**
 - Field supervisors are responsible for the quality and production at the job site. The level of supervision varies from working lead personnel for small task orders to complete field management teams for large task orders. Regardless of the size of the project, personnel generate, distribute, and file documentation of daily quality control and production reports which include inspection and testing performed.
- **Preparatory Phase Control**
 - A meeting of on-site personnel and subcontractors is held to review submittals, schedules, potential work hazards, discuss coordination of work, and a site-specific accident prevention plan.
- **Initial Phase Control**
 - Prior to starting work at the site, a meeting is held to review approved submittals, schedule revisions, any additional work hazards, and coordinate work changes or issues.

- **Follow-Up Phase**
 - This phase is performed on a daily basis by the on-site supervisor and through special inspections from management personnel. Follow-up is ongoing and continuous throughout the project.
- **Rework**
 - Work not consistent with or not in compliance with plans and specifications is documented and reviewed with site personnel, subcontractor, and/or supplier. Re-work is scheduled and follow-up performed prior to re-inspection for compliance. This process is performed internally, prior to client or governmental inspection.
- **Testing**
 - All required testing is documented as to performance date and results.

Safety

Vortex keeps, maintains, and strictly enforces a company Safety Policy.

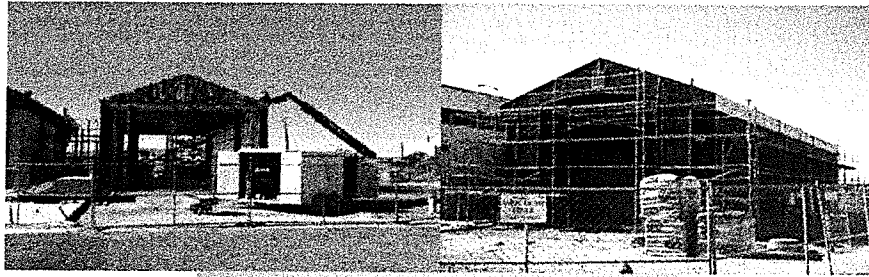
- **Jobsite Specific Safety Plan**
 - Site specific plans are prepared for each project. These plans address all participating trades, subcontractor work, specific hazards and emergency medical information. Prior to beginning work, the approved safety plan and potential hazards are reviewed and discussed with personnel and subcontractors that are performing the work. (Preparatory and Initial Phases)
- **New Personnel and Transfers**
 - Anyone new to the job site is given instruction as to safety procedures and potential safety hazards according to the plan, including any updates to the plan.
- **Daily Inspections**
 - Continuous observation is performed and documented by the on-site supervisor. Any potential hazards or non-compliant procedures are addressed immediately.
- **Weekly Safety Meetings**
 - Tailgate meetings are held and recorded at the job site by the on site supervisor. All personnel, including subcontractors, are required to attend. Topics are specific to hazards present at the site.

Environmental Controls

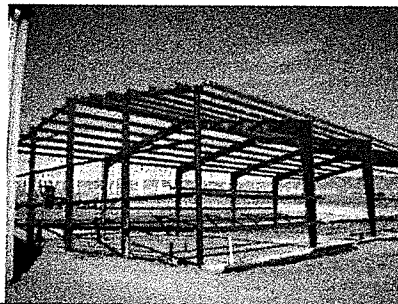
Each project is assessed for specific environmental controls that will be required to protect the job site and surrounding environment from damage or contamination.

Waste Management

Prior to beginning any project, a waste management plan is produced. All construction waste is classified (hazardous or non-hazardous) and disposed of as required. The job site is kept free of debris on a daily basis.



Indian Wells Valley Airport District
Crash Rescue Building Addition



Mojave Wind Park
Shop Building Construction



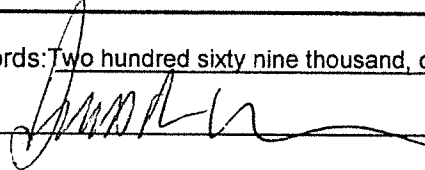
| Job Information | | | | PROJECT OWNER CONTACT INFO | | | | | | CONTRACT INFORMATION | | | |
|-----------------|-------------------------------|-----------------|-----------------------|--------------------------------|----------------------|-----------------------|---------------|----------------------|-----------------|----------------------|------------|-------------|--------------|
| Job # | Job Name | Job Location | Prime Contract Number | Owner | Address | City, State, Zip | POC | POC Phone | POC Email | Contract Amt. (\$) | Award Date | Actl. Start | Actl. Finish |
| 14-0021 | Arvin Shop Building | Arvin, CA | Arvin Shop Building | Arvin Community Serv. District | 309 Campus Drive | Arvin, CA 93203 | Curtis Skaggs | (661) 393-4796 | | \$ 357,332.34 | | | |
| 15-0010 | Stearns Yard Storage Building | Simi Valley, CA | SV15-12 | Via Co Waterworks Dist. 8 | 2929 Tapo Canyon Rd. | Simi Valley, CA 93063 | Bob Zastrow | (805) 583-6804 | | \$ 234,557.00 | | | |
| 16-0008 | WKWD Testing | Taft, CA | 34025 | West Kern Water District | P.O. Box 1105 | Taft, CA 93268 | Taylor Miller | (661) 763-32151 x114 | taylor@wkwd.org | \$ 1,552.00 | | | |
| 17-0013 | WKWD Phase III | Taft, CA | 2026 | West Kern Water District | 800 Kern Street | Taft, CA 93268 | Taylor Miller | (661) 763-3151 x114 | taylor@wkwd.org | \$ 908,578.30 | | | |

BID SCHEDULE

**LOS OSOS COMMUNITY SERVICES DISTRICT
WORKSHOP/STORAGE BUILDING AT 1428 8TH STREET, LOS OSOS, CA**

| Item No. | Est. Qty | Unit | Description | Unit Price | Total Price |
|----------------------------|----------|------|---|--------------|----------------------|
| 1 | 1 | LS | Engineer Stamped/Signed Drawings and Specifications, Building & Planning Department Permit Coordination | \$27,409.16 | \$27,409.16 |
| 2 | 1 | LS | Soils Testing and Assessments | \$9,510.65 | \$9,510.65 |
| 3 | 1 | LS | Engineer Concrete Foundation Plan | \$10,963.66 | \$10,963.66 |
| 4 | 1 | LS | Construction Materials | \$63,914.61 | \$63,914.61 |
| 5 | 1 | LS | Labor (prevailing wage) | \$137,505.88 | \$137,505.88 |
| 6 | 1 | LS | Equipment | \$19,813.85 | \$19,813.85 |
| TOTAL AMOUNT OF BID | | | | | \$ 269,117.81 |

Total Bid Amount in Words: Two hundred sixty nine thousand, one hundred seventeen and eighty one cents

Signature of Bidder:  Date: 5/24/18

The undersigned agrees to perform, for the benefit of the OWNER, the work itemized herein, and in accordance with all San Luis Obispo County, State, and Federal laws.

All materials and equipment used in the execution of the described work shall comply with all applicable State and Federal codes, regulations and requirements.

The Contractor shall verify all measurements and submit a unit price for the facilities shown and described in the RFP/Bid requirements. Payment will be made on a unit price basis.

The Work to be performed described in the above BID SCHEDULE shall consist of furnishing all plant, tools equipment, materials, supplies, and manufactured articles and furnishing all labor, transportation, and services, including fuel, power, water, and essential communications, and performing all Work, or other operations required for the fulfillment of the Contract.

The receipt of the following addenda to the Specifications is acknowledged:

Addendum No. 1 Date 5/7/18 Addendum No. 3 Date 5/21/18

Addendum No. 2 Date 5/18/18 Addendum No. _____ Date _____

The representations made herein are made under penalty of perjury.

Dated: 8/24/18

Bidder: Vortex Construction

By: Dennis Ullrich

Contractor's License No. & Expiration Date: 901392 8/31/18

Title: Estimator

END OF BID SCHEDULE

| Item No. | Est. Quantity | Unit of Measure | Item | Unit Price (in figures) | Extension Price (in figures) |
|-----------|---------------|-----------------|--|-------------------------|------------------------------|
| 1 | 1 | LS | General, Water, Temp Toilet | \$ 17,766.42 | \$ 17,766.42 |
| 2 | 1 | LS | Permit, Plan Check | \$ 6,340.43 | \$ 6,340.43 |
| 3 | 1 | LS | Soils Testing, Compaction Testing | \$ 4,887.42 | \$ 4,887.42 |
| 4 | 1 | LS | PEMB Engineered Plans | \$ 3,302.31 | \$ 3,302.31 |
| 5 | 1 | LS | Cover General, Foundation, Plot, Grading plans | \$ 10,963.66 | \$ 10,963.66 |
| 6 | 1 | LS | Over Excavation, Pad Grading, Footing Trenching, Dirt Hauling, Dirt, Surveying | \$ 47,819.33 | \$ 47,819.33 |
| 7 | 1 | LS | Forms, rebar, anchor bolts | \$ 28,485.66 | \$ 28,485.66 |
| 8 | 1 | LS | Concrete Foundation | \$ 16,643.64 | \$ 16,643.64 |
| 9 | 1 | LS | PEMB Equipment | \$ 19,813.85 | \$ 19,813.85 |
| 10 | 1 | LS | PEMB, PEMB Erection | \$ 95,337.24 | \$ 95,337.24 |
| 11 | 1 | LS | Concrete Foundation Polishing | \$ 14,675.99 | \$ 14,675.99 |
| 12 | 1 | LS | Concrete Roll Up Door Ramp | \$ 3,081.87 | \$ 3,081.87 |
| 13 | 1 | LS | | \$ - | \$ - |
| 14 | 1 | LS | | \$ - | \$ - |
| TOTAL BID | | | | \$ | 269,117.82 |

BID SECURITY FORM

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Vortex Construction as principal and Travelers Casualty And Surety Company of America as surety, are held and firmly bound unto LOS OSOS COMMUNITY SERVICES DISTRICT hereinafter referred to as "OWNER," for the sum of Ten Percent of Bid dollars, (\$10% Percent), the amount being 10 percent at least of the total amount of the bid, to be paid to the said OWNER, its successors, and assigns; for which payment, will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the certain proposal of the above bounden for the completion of the **WORKSHOP/STORAGE BUILDING AT 1428 8TH STREET, LOS OSOS, CA** as specifically set forth in documents entitled Contract Documents and Specifications for the **WORKSHOP/STORAGE BUILDING AT 1428 8TH STREET, LOS OSOS, CA** in accordance with the Request for Proposal issued by Los Osos Community Services District on file at the office of the District, 2122 9th Street, Suite 102, Los Osos, CA, is not withdrawn within 60 calendar days from the date of award of the bid, unless otherwise required by law, and notwithstanding the award of the contract to another bidder, and that if said proposal is accepted by the OWNER through action of its legally constituted contracting authorities and if the above bounden his/her heirs, executors, administrators, successors and assigns, shall duly enter into and execute a contract for such construction and shall execute and deliver the required Performance and Payment Bonds and proof of insurance coverage within 15 calendar days (not including holidays) after the date of notification by and from the said OWNER that the said Contract is ready for execution, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set our hands and seals this day of

May 21, 2018

Vortex Construction

William H. Wagon
Signature

President
Title

Travelers Casualty And Surety Company of America

James D. Finerson
Signature

James D. Finerson, Attorney-in-Fact
Title

Note: The standard printed bond form of any bonding company acceptable to the OWNER may be used in lieu of the foregoing approved sample bond form provided the security stipulations protecting the OWNER are not in anyway reduced by use of the surety company's printed standard form.

2310 A Street
Santa Maria, CA 93455



C O N S T R U C T I O N

Phone (805) 352-1144
FAX (805) 352-1156

License #715108
#100000557

DIR

Los Osos Community Service District
2122 9th Street
Los Osos, CA 93402

Attn: Jose Acosta, Utilities Systems Manager

Subject: Bid Proposal "Workshop/Storage Building at 1428 8th Street, Los Osos, CA"

J & P CONSTRUCTION COMPANY OVERVIEW

Legal name: Jeff Ploutz Construction, Inc., DBA J & P Construction
Doing Business As: J & P Construction
Date Established: December 1995
Incorporated: July 2002
Form of Entity: Corporation, California Subchapter S
President: Jeff Ploutz
SBA Certification: Small Disadvantaged Business
CA Small Business: #16745
Registered Public Works Contractor (DIR #): 100000557

J & P Construction is an 8(a) minority construction company graduate, a SBA Certified Small Disadvantaged Business and California Small Business Enterprise. As a general contractor, our main purposes are building new structures, remodeling existing structures, and performing all necessary site work. The main focus of our work is government and public sector projects. We also provide budget estimates in the planning phases of projects.

RAVATT ALBRECHT & ASSOCIATES, INC. COMPANY OVERVIEW

Founded in 1999, Albrecht & Associates, Inc., is a multi-discipline A/E firm providing Architectural and Engineering services for a wide range of Federal, State, City County and Private Works projects throughout California and Nevada. Our licensed architects, registered professionals engineers, and qualified support staff, all work together to develop an accurate and well-coordinated package of drawings and specifications for construction.

Ravatt Albrecht has demonstrated strong A/E team management skills through the years on many projects, including institutional facilities, corporate/commercial facilities, healthcare renovations, court and detention facilities, educational facilities and many other various military projects. RA's project managers provide organization and management of specialized consulting engineering firms who have been teamed up to bring the most current technical solutions to the project.

REFERENCES

1. "Waste Water Reclaim Project" @ Apio, Inc. \$1,020,000.00
4575 West Main Street, Guadalupe, CA 93437
Contact: Joe Reynoso (P) 805-310-3378 (e) jreynoso@apioinc.com

Description of work: Design build to install a Pre-Engineered Metal Building for Apio's Waste Water Reclaim Facility to include excavation, underground piping, building pad, electrical, plumbing, metal building erection, fire protection and all other appurtenant work.

2. "Cold Storage Addition" @ Apio Inc. \$1,865,000.00
4575 West Main Street, Guadalupe, CA 93437
Contact: Joe Reynoso (P) 805-310-3378 (e) jreynoso@apioinc.com

Description of Work: Enclose canopy area (previously erected) with insulated metal siding to include grading, underground utilities, drainage, building pad, electrical, and refrigeration.

3. "Construct Facility at RVTT" @ Camp Roberts \$675,000.00
RVTT Training System
Camp Roberts, CA
Contact: Cathy Wise (P) 916-33-1617 x 321 (e) cathy.wise@usace.army.mil

Description of Work: Construct a pre-engineered metal building for RVTT system. This building will have areas for training system, a Male & Female restroom, a mechanical room and janitor's closet. It will include space for future (optional) construction of a classroom and 2 offices, a storage area, maintenance area, compressor, electronics room and a break room for staff. All spaces within the structure are conditioned.

BID SCHEDULE

**LOS OSOS COMMUNITY SERVICES DISTRICT
WORKSHOP/STORAGE BUILDING AT 1428 8TH STREET, LOS OSOS, CA**

| Item No. | Est. Qty | Unit | Description | Unit Price | Total Price |
|----------------------------|----------|------|---|------------|----------------------|
| 1 | 1 | LS | Engineer Stamped/Signed Drawings and Specifications, Building & Planning Department Permit Coordination | | \$ 31,978.00 |
| 2 | 1 | LS | Soils Testing and Assessments | | \$ 6,931.00 |
| 3 | 1 | LS | Engineer Concrete Foundation Plan | | \$101,618.00 |
| 4 | 1 | LS | Construction Materials | | \$ 48,310.00 |
| 5 | 1 | LS | Labor (prevailing wage) | | \$ 60,909.00 |
| 6 | 1 | LS | Equipment | | \$ 17,258.00 |
| TOTAL AMOUNT OF BID | | | | | \$ 267,005.00 |

Total Bid Amount in Words: Two Hundred Sixty-Seven Thousand, Five Dollars and Zero Cents

Signature of Bidder:  Date: 05/24/2018

The undersigned agrees to perform, for the benefit of the OWNER, the work itemized herein, and in accordance with all San Luis Obispo County, State, and Federal laws.

All materials and equipment used in the execution of the described work shall comply with all applicable State and Federal codes, regulations and requirements.

The Contractor shall verify all measurements and submit a unit price for the facilities shown and described in the RFP/Bid requirements. Payment will be made on a unit price basis.

The Work to be performed described in the above BID SCHEDULE shall consist of furnishing all plant, tools equipment, materials, supplies, and manufactured articles and furnishing all labor, transportation, and services, including fuel, power, water, and essential communications, and performing all Work, or other operations required for the fulfillment of the Contract.

The receipt of the following addenda to the Specifications is acknowledged:

Addendum No. 1 Date 5/8/18 Addendum No. 2 Date 5/18/18

Addendum No. 3 Date 5/21/18 Addendum No. _____ Date _____

The representations made herein are made under penalty of perjury.

Jeff Ploutz Construction, Inc.,

Dated: 05/24/2018

Bidder: dba J & P Construction

By: Jeff Ploutz

Contractor's License No. & Expiration Date: 715108 07/31/2018

Title: President

END OF BID SCHEDULE

BID SECURITY FORM

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

Jeff Ploutz Construction Inc.

That we, dba: J&P Construction as principal and U.S Specialty Insurance Company as surety, are held and firmly bound unto LOS OSOS COMMUNITY SERVICES DISTRICT hereinafter referred to as "OWNER," for the sum of Ten Percent of Bid dollars, (\$10% of Bid), the amount being 10 percent at least of the total amount of the bid, to be paid to the said OWNER, its successors, and assigns; for which payment, will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the certain proposal of the above bounden for the completion of the **WORKSHOP/STORAGE BUILDING AT 1428 8TH STREET, LOS OSOS, CA** as specifically set forth in documents entitled Contract Documents and Specifications for the **WORKSHOP/STORAGE BUILDING AT 1428 8TH STREET, LOS OSOS, CA** in accordance with the Request for Proposal issued by Los Osos Community Services District on file at the office of the District, 2122 9th Street, Suite 102, Los Osos, CA, is not withdrawn within 60 calendar days from the date of award of the bid, unless otherwise required by law, and notwithstanding the award of the contract to another bidder, and that if said proposal is accepted by the OWNER through action of its legally constituted contracting authorities and if the above bounden his/her heirs, executors, administrators, successors and assigns, shall duly enter into and execute a contract for such construction and shall execute and deliver the required Performance and Payment Bonds and proof of insurance coverage within 15 calendar days (not including holidays) after the date of notification by and from the said OWNER that the said Contract is ready for execution, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set our hands and seals this day of

May 23 _____ 2018
Jeff Ploutz Construction Inc. dba: J&P Construction

Signature

Title

U.S. Specialty Insurance Company

by Myrna Smith
Myrna Smith, Attorney-in-Fact

Note: The standard printed bond form of any bonding company acceptable to the OWNER may be used in lieu of the foregoing approved sample bond form provided the security stipulations protecting the OWNER are not in anyway reduced by use of the surety company's printed standard form.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of San Luis Obispo)

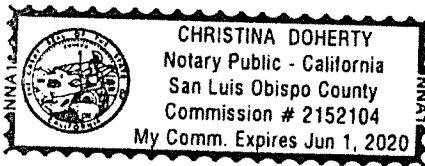
On May 23, 2018 before me, Christina Doherty, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Myrna Smith
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/~~she~~/~~they~~ executed the same in ~~his~~/~~her~~/~~their~~ authorized capacity~~(es)~~, 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 Christina Doherty
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer - Title(s): _____

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer - Title(s): _____

Partner - Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

POWER OF ATTORNEY

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

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

Philip E. Vega or Myrna Smith of Covina, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Five Million***** Dollars (\$ ****5,000,000.00***).

This Power of Attorney shall expire without further action on December 20, 2017. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

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

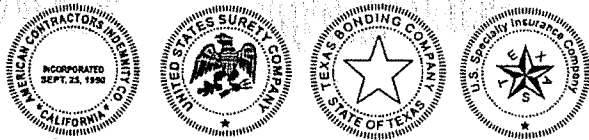
Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the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

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

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of December, 2014.

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

Corporate Seals



By:

[Signature]
Daniel P. Aguilar, Vice President

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

State of California
County of Los Angeles SS:

On this 1st day of December, 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

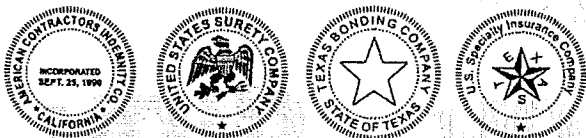
Signature [Signature] (Seal)



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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 23rd day of May, 2018

Corporate Seals



[Signature]
Michael Chalekson, Assistant Secretary

Bond No. NA
Agency No. 8703

ITEM 7

**APPROVE UAC MINUTES OF
APRIL 18, 2018 AND MAY 16, 2018**

Los Osos Community Services District
DRAFT Minutes of the Utilities Advisory Committee Meeting
April 18, 2018 at 5:30 p.m. at the District Office

| AGENDA ITEM | DISCUSSION | FOLLOW-UP |
|--|--|---|
| 1. Call to Order, Flag Salute and Roll Call | <p>Chairperson Cesena called the meeting to order at 5:32 p.m. and led the flag salute.</p> <p><u>Roll Call:</u> Jan Harper, Committee Member – Present Gene Heyer, Committee Member – Present Leonard Moothart, Committee Member – Present Ron Munds, Committee Member – Absent Eric Silva, Committee Member - Present Chuck Cesena, Chairperson – Present</p> <p><u>Staff:</u> Renee Osborne, General Manager Jose Acosta, Utility Systems Manager Ann Kudart, Administrative Services Manager</p> | |
| 2. Welcome 2018 Committee Members and Review Brown Act Guidelines | <p>Chairperson Cesena welcomed the members and thanked them for their service to the community.</p> <p>Vice President Ochylski provided a PowerPoint presentation regarding the Brown Act, explaining that it is a law which guarantees the public's right to attend and participate in meetings of local legislative bodies, and defining the open meeting requirements of the Brown Act.</p> | |
| 3. Approval of UAC Minutes of March 21, 2018 | <p>Public Comment – None</p> <p>Committee Member Harper made a motion to approve the minutes of March 21, 2018. The motion was seconded by Committee Member Heyer and approved unanimously.</p> | Action – File approved minutes. |
| 4. Update Regarding January 17, 2018 BMC Item 7e. Recycled Water Agreements for Agricultural Users | <p>Chairperson Cesena reported that the County's Coastal Development Permit has a requirement that at least 10% of the water from the reclamation facility go to an agricultural exchange program with the reclaimed water traded to farmers for the potable water they are extracting from the ground to irrigate their crops. There are four contracts in place to send the water to a greenhouse that may not have been used in years, a polo field, and two others that have not been irrigating anything and the concern is that these four who have not been irrigating a crop will be getting this water, which is not the intent of the program; that the conditions have changes and there is no water to be sent outside the basin.</p> <p>Public Comment – Lynette Tornatzky commended on the cost of lawyers to make these changes; future population and increased water usage.</p> <p>Linde Owen commented on the need for a full reevaluation of where the water is going and what would be the best use of the water; blending; and, asupported the local schools getting the water.</p> <p>Jeff Edwards commented that this program does nothing for seawater intrusion; that we should rely on Special Condition 5D language to make a case; that the irrigated agriculturalists do not want any of the water; and, we must manage our basin.</p> <p>Richard Margetson commented that dryland farm irrigation in this manner has zero mitigation factor in seawater intrusion and should go to those places in town that will have the most benefit for addressing seawater intrusion; and, that the contracts with the school district are for \$1300 to \$1600 per acre foot.</p> <p>Chairperson Cesena and Committee Member Harper will work together to draft a letter for Committee review.</p> | Action – Draft letter, bring back to the Committee at their next meeting for review and edits, and recommendations to the Board. |

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| <p>5. Utilities Department Updates</p> | <p>Utility Systems Manager Acosta reported that the RFP has been released for the 8th Street storage facility and is receiving interest from contractors; that the dump bed replacement has been approved by the Board and R&R Truck Bodies was selected and given approval to proceed; that approval was given by the Board for purchase of the new replacement vehicle; and, that staff is finalizing the Electronic Annual Report (EAR) for the State including a new survey regarding lead service lines and reported that the District has no lead service lines.</p> <p>Public Comment – Jeff Edwards commented on the water consumption data and the amount the District pumps.</p> <p>Mr. Acosta responded that the meter replacement program should close the gap.</p> <p>Richard Margetson commented on the need for an analysis regarding the revenue loss.</p> <p>Chairperson Cesena requested this be brought back at the next meeting.</p> <p>Linde Owen commented on the increase in water use.</p> | <p>Action – Staff will provide an analysis regarding water consumed versus water produced.</p> |
| <p>6. Update Regarding the Water Rate Stabilization Funds</p> | <p>General Manager Osborne reported that per Resolution 2010-07, the fund should represent 10% of the total annual Water Ops and Maintenance budget and requested the Committee recommend the amount to transfer from the Water Stabilization Reserve to General Contingency Reserve.</p> <p>Public Comment – Richard Margetson commented that Debt Service should not be a part of this as the annual requirements for the I-Bank repayment is that the District, after paying all other expenses relating to water, 110% of the payment above and beyond those expenses.</p> <p>Committee Member Moothart made a motion that Operation and Maintenance of the Water Department should include Payroll, Services, Maintenance and Supplies, and the Admin Transfer. The motion was seconded by Committee Member Heyer and approved unanimously.</p> | <p>Action: The Committee recommended that Operation and Maintenance of the Water Department should include Payroll, Services, Maintenance and Supplies, and Admin Transfer.</p> |
| <p>7. Draft Fiscal Year 2018/2019 Water and Drainage Budgets</p> <p>* Update Regarding CIP List</p> <p>* Staff Recommended Small Projects and Equipment Needs</p> <p>* Draft FY 18/19 Water Budget</p> | <p>General Manager Osborne reported that the District received the County's estimated property tax summary and that the draft Water and Drainage Budgets reflect those numbers; that the CIP lists has been updated and reviewed by District Engineering Rob Miller; and, that staff is requesting Committee recommendation for these two budgets, the allocation of Water property tax, and Reserve transfers.</p> <p>Utility Systems Manager Acosta reported that staff reviewed, prioritized, and included new items on the Capital Improvement Projects list and provided an update of the Water and Drainage CIP lists submitted with the agenda packet.</p> <p>Public Comment – Richard Margetson commented on the CIPs being rolled over.</p> <p>Linde Owen inquired as to the conditions of the County drainage basins and supported the dead-end flushing.</p> <p>Lynette Tornatzky commented on the valve turning equipment.</p> <p>General Manager Osborne reviewed the Water Budget, reported on 4035 Property Taxes, 4105 Recycled Water Revenue, and 4930 Other Revenue.</p> <p>Public Comment – Richard Margetson commented that the water revenues are incorrect, that we are averaging over \$400,000 above last year at this point in time, and that the Rate Committee should reconvene and review the projections.</p> | <p>Action: The Committee recommended that the Board reconvene the Water Rate Subcommittee and that the 12.5% transfer of property tax from Water go to Drainage.</p> |

**Los Osos Community Services District
DRAFT Minutes of the Utilities Advisory Committee Meeting
May 16, 2018 at 5:30 p.m. at the District Office**

| AGENDA ITEM | DISCUSSION | FOLLOW-UP |
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| <p>1. Call to Order, Flag Salute and Roll Call</p> | <p>Chairperson Cesena called the meeting to order at 5:31 p.m. and led the flag salute.</p> <p><u>Roll Call:</u> Jan Harper, Committee Member – Present Gene Heyer, Committee Member – Present Leonard Moothart, Committee Member – Present Ron Munds, Committee Member – Arrived at 5:35 p.m. Eric Silva, Committee Member – Arrived at 5:35 p.m. Chuck Cesena, Chairperson – Present</p> <p><u>Staff:</u> Renee Osborne, General Manager Jose Acosta, Utility Systems Manager Ann Kudart, Administrative Services Manager</p> | |
| <p>2. Recap of May 16, 2018 Basin Management Committee Meeting</p> | <p>Chairperson Cesena provided a detailed update of the discussions and reports presented at today's BMC meeting included their Draft 2017 Annual Report; the April Monitoring Report showed readings relatively unchanged and the need for a monitoring well at Cuesta By the Sea; looking for grant funding for the Creek Recharge Project; there will be a workshop held at the Community Center on June 21st regarding the continuing water conservation efforts and rebates; update on the Basin Infrastructure issues regarding a well on the east side; regarding Wastewater, there are 177 unconnected properties at this time; General Manager Osborne and Committee Member Munds provided a brief update regarding the recycled water to the local schools; and, a short discussion regarding Morro Bay's treatment plant and the possibility of sharing facilities.</p> <p>Public Comment – Linde Owen commented on a proposal to draft a letter to the City of Morro Bay regarding the possibility of working together.</p> <p>Richard Margetson commented on the recycled water contracts with the schools and pricing.</p> | <p>Action – Updates only, no action associated.</p> |
| <p>3. Review of Board Item Regarding a Draft Letter Concerning the County's Sale of Reclaimed Water to Dryland Farmers</p> | <p>Chairperson Cesena presented the updated draft letter for Committee discussion; that much of the language was taken from the Coastal Development Permit; should not send water outside the Urban Reserve Line; and, asked the Committee to review and discuss.</p> <p>Committee Member Munds recused himself from the discussion.</p> <p>The Committee discussed the need to restructure the letter, to reference documents, provide stronger suggestions to have a clearer definition of what the District wants and why we are is formally objecting.</p> <p>Public Comment – Jeff Edwards commented on sending the letter to the Board of Supervisors and copying County Public Works, Coastal Commission, the Basin Management Committee and the other purveyors; critical to move forward to the Board of Supervisors to terminate the delivery contracts.</p> <p>Linde Owen supported immediate elimination of dryland farmer contracts.</p> <p>Charlie Cote commented starting the letter with proposals and then the rebuttals to Mr. Hutchinson's January 17th report.</p> <p>Richard Margetson commented that the Coastal Commission should weight in as these are new facts and that the sale of this water to dryland farmers has no impact on seawater intrusion and reduces the mitigation factor dramatically.</p> | <p>Action – The Ad Hoc Committee will edit the draft letter to be presented to the Board at their June meeting.</p> |

| AGENDA ITEM | DISCUSSION | FOLLOW-UP |
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| 5. Draft Fiscal Year 2018/2019 Water and Drainage Budgets (continued) | <p>Committee Member Harper made a motion to accept the Water and Drainage budgets with the Committee's comments and amendments. The motion was seconded by Committee Member Heyer and approved unanimously.</p> <p>Committee Member Harper made a motion that the Committee agrees with the concept regarding the 12.5% property tax allocation to Drainage this year but deferred the final decision to FAC. The motion was seconded by Committee Member Heyer and approved unanimously.</p> | |
| 6. Public Comments on Items NOT on this Agenda | <p>Lynette Tornatzky commented that she was unable to access the agenda on the website.</p> <p>Richard Margetson commented on a possible water rate decrease in two years and that the Water Rate Committee should reconvene.</p> <p>Linde Owen commented on the need for more water conservation banners around town and appreciated the water conservation messages on the electronic board.</p> | |
| 7. Schedule UAC Meeting | <p>The next meeting of the Utilities Advisory Committee is scheduled to be held on Wednesday, June 20, 2018 at 5:30 p.m. unless otherwise noticed.</p> | |
| 8. Closing Comments by UAC Committee Members | <p>Committee Members thanked staff for their work on the budget and appreciated the projects moving forward.</p> | |
| 9. Adjournment | <p>The meeting adjourned at 7:57 p.m.</p> | |