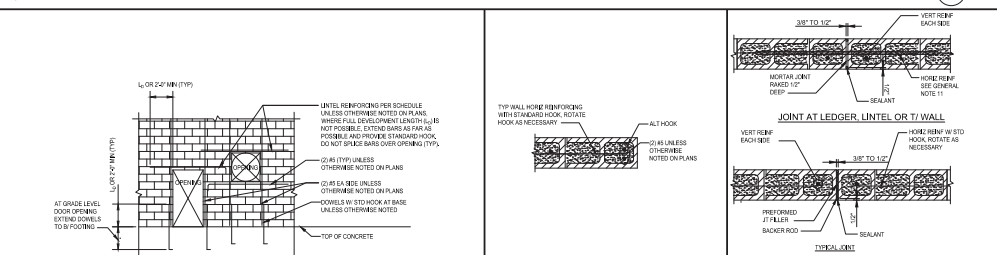
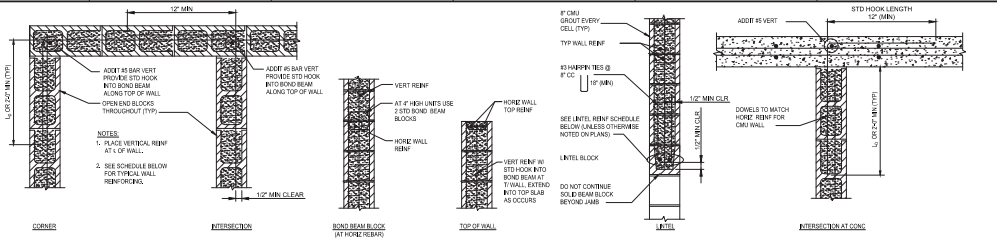


[illegible]

BAR SIZE	STRAIGHT ( $l_d$ )	STD HOOK ( $l_d$ )
#3	12"	5"
#4	17"	7"
#5	20"	9"
#6	24"	10"
#7	30"	12"
#8	32"	13"

- NOTES:
1. DEVELOPMENT LENGTH IN INCHES FOR 5/8 INCH (MIN) THICK CMU WALLS, 60 KS EQUAL TO 1500 PSI AND REINFORCING SPACED NOT LESS THAN 4 INCHES ON
  2. FOR EPOXY COATED BARS INCREASE THE DEVELOPMENT LENGTHS BY 50%.

TYPICAL WALL REINFORCING SCHEDULE					
BUILDING	WALL THICKNESS	VERT REINF	HORIZ REINF	REMARKS	INSPECTION
BLOWER, ELECTRICAL, MAINTENANCE BLDG AND ALL WALLS	8"	#4 @ 16"	#4 @ 24"	3/8" @ CONT AT TOP	SPECIAL INSP REQ'D

SCHEDULE REVENUE SHALL APPLY IN ALL CASES UNLESS NOTED OTHERWISE ON SPECIFIC DETAILS OR SECTIONS.



DOCUMENT INCLUDING THE INCORPORATED THIS IS AN INSTRUMENT OF SERVICE FOR THIS PROJECT AND SHALL NOT BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF KENNEDY/JENKS CONSULTANTS.			
NO.		REVISION	

**SCALES**

0  1"

0  25mm

IF THIS BAR IS NOT  
DIMENSION SHOWN,  
ADJUST SCALES  
ACCORDINGLY.



PDS
DRAWN CL/JL
CHECKED DLB

McKINLEYVILLE COMMUNITY SERVICES DISTRICT  
McKINLEYVILLE, CA

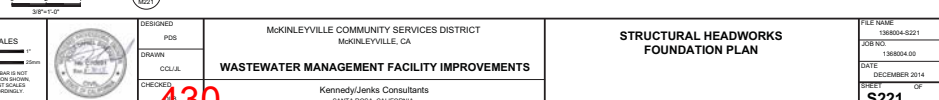
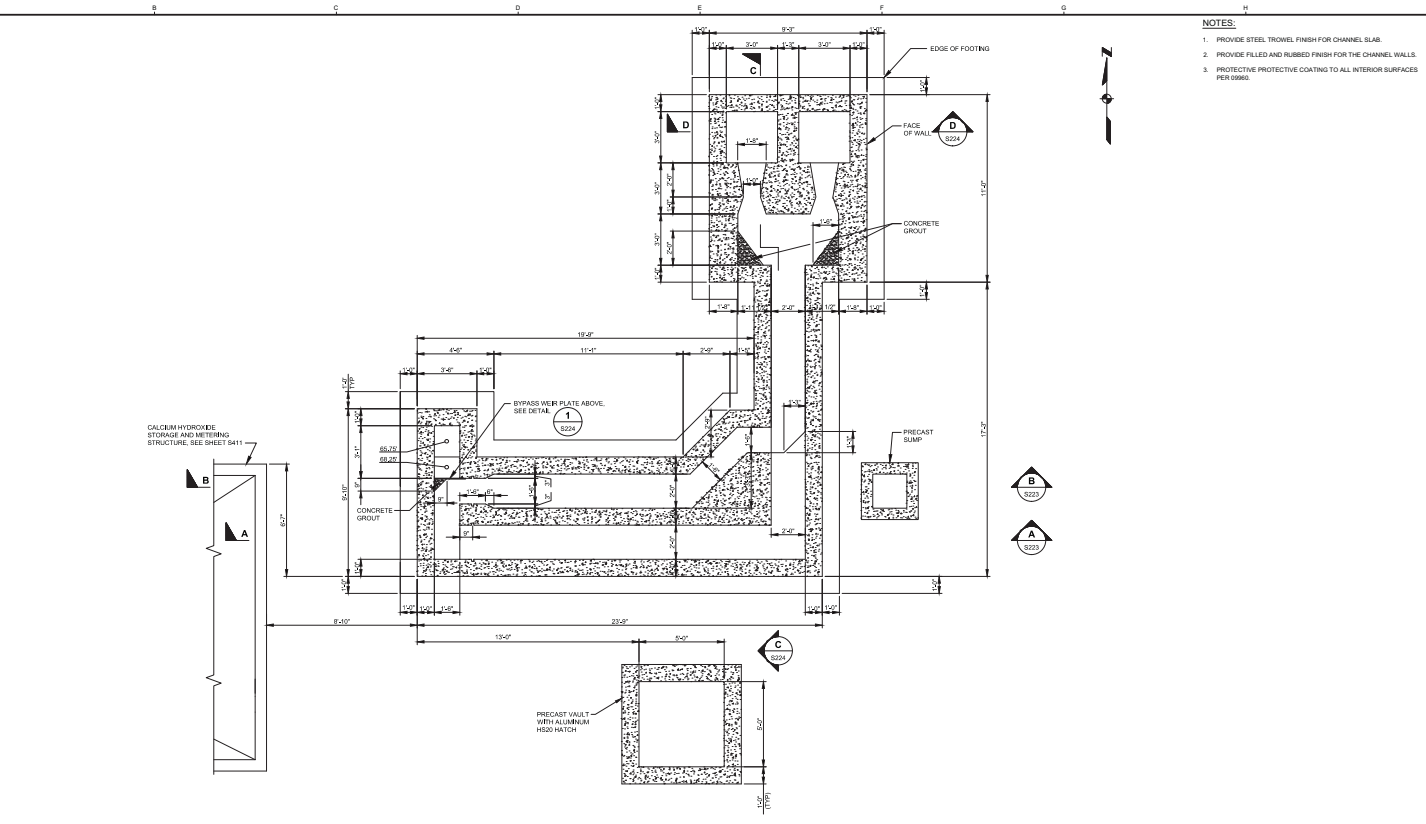
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**WASTEWATER MANAGEMENT FACILITY IMPROVEMENTS**

---

Kennedy/Jenks Consultants  
SANTA ROSA, CALIFORNIA

FILE NAME	1368004-S004
JOB NO.	1368004.00
DATE	DECEMBER 2014
SHEET	OF
<b>S004</b>	



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**SCALES**

0  1"

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IF THIS BAR IS NOT  
DIMENSION SHOWN,  
ADJUST SCALES  
ACCORDINGLY.



DESIGNED	PDS
DRAWN	CC/LJL
CHECKED	13

McKINLEYVILLE COMMUNITY SERVICES DISTRICT  
McKINLEYVILLE, CA

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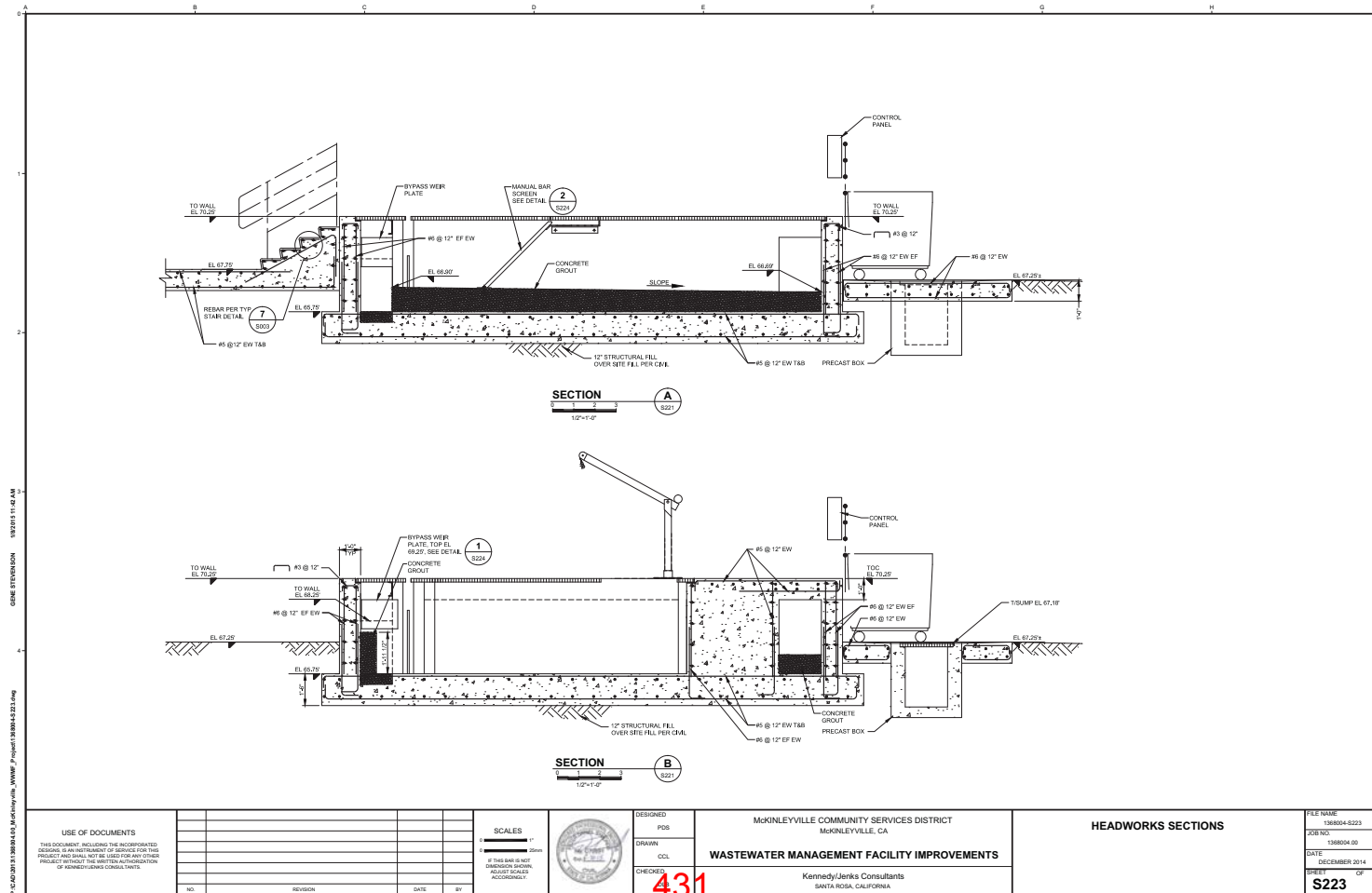
**WASTEWATER MANAGEMENT FACILITY IMPROVEMENTS**

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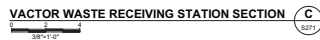
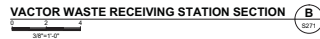
Kennedy/Jenks Consultants

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JOB NO.	1368004.00
DATE	DECEMBER 2014
SHEET	OF
<b>S221</b>	







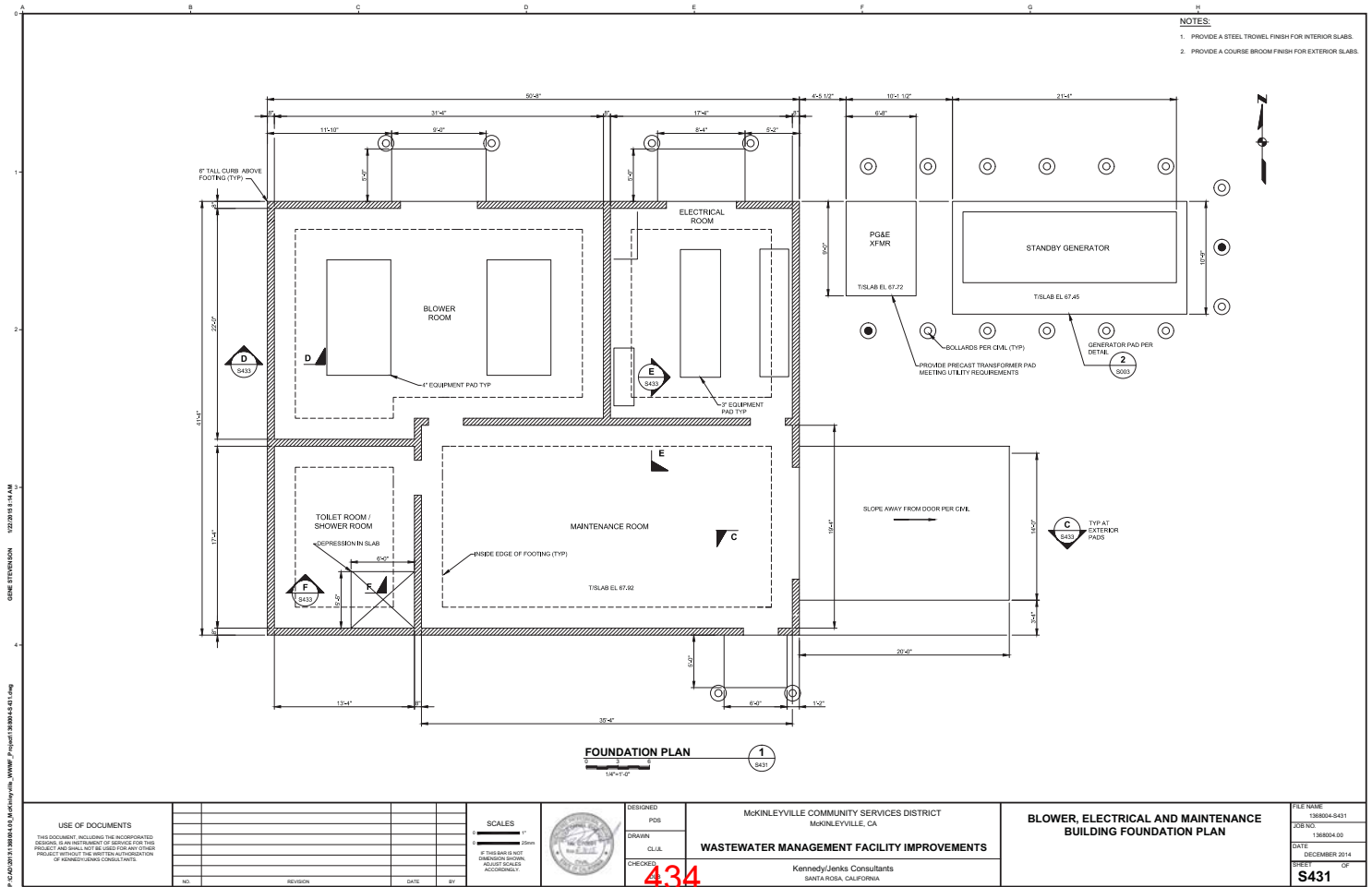
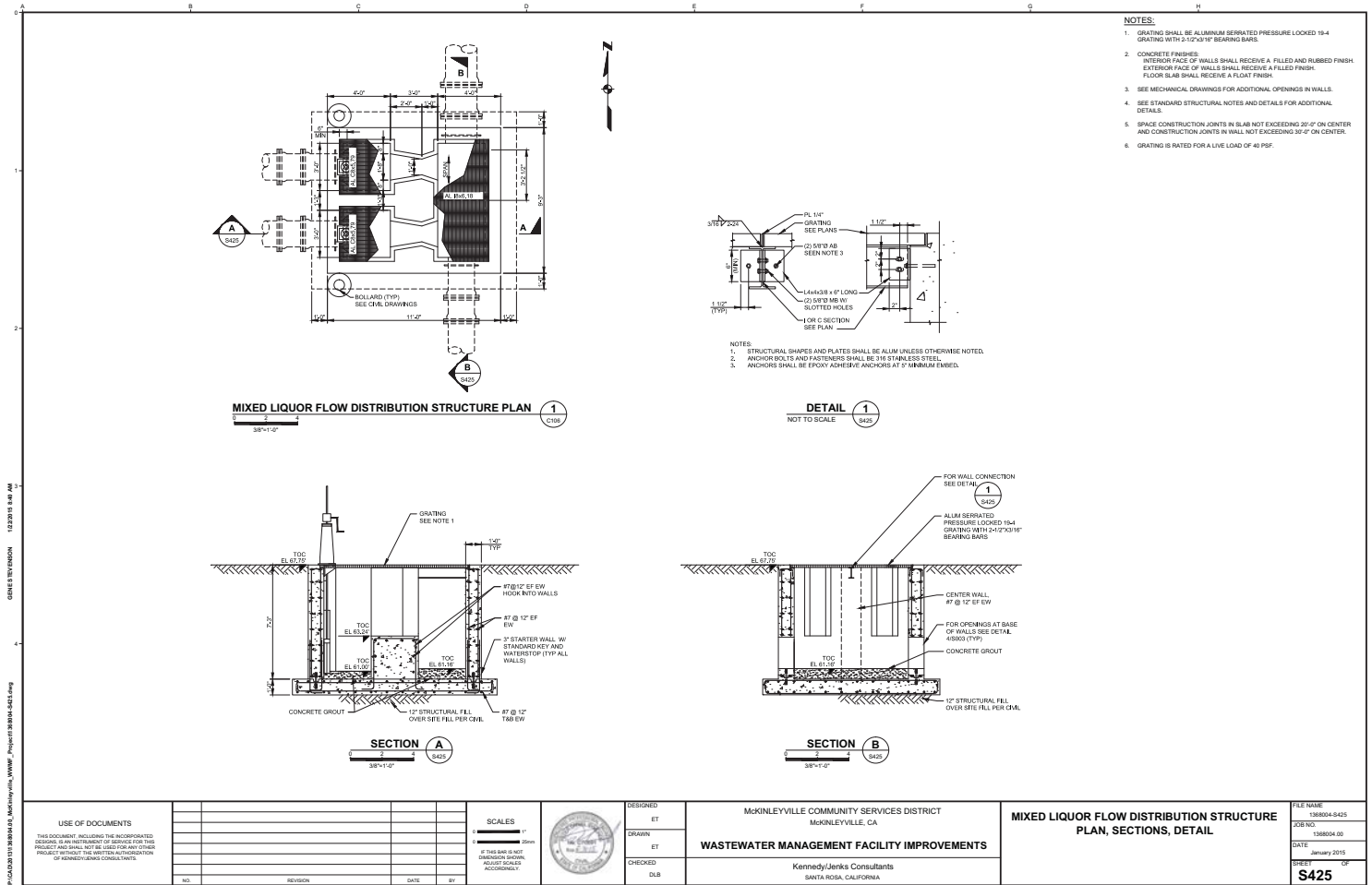


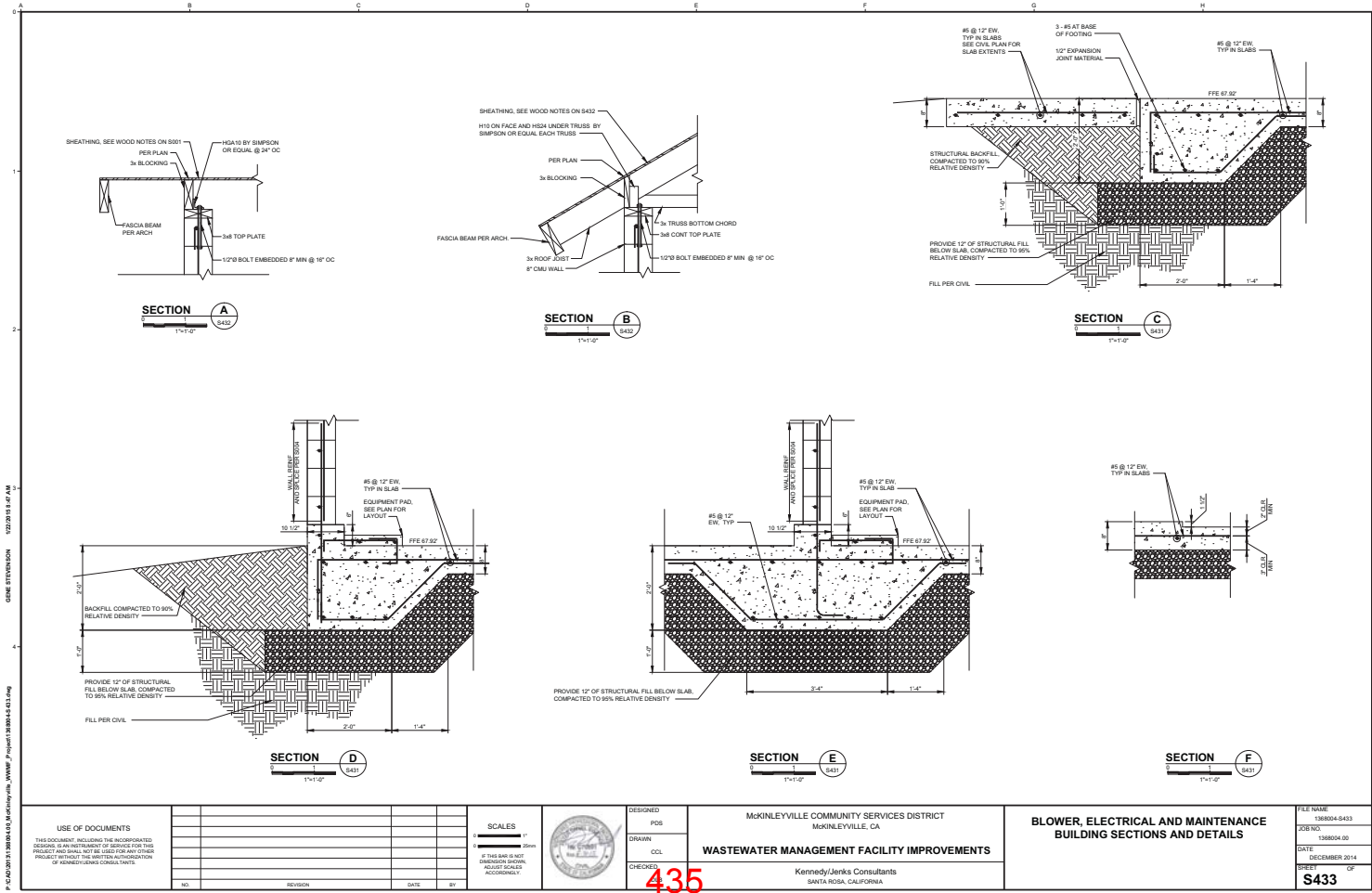
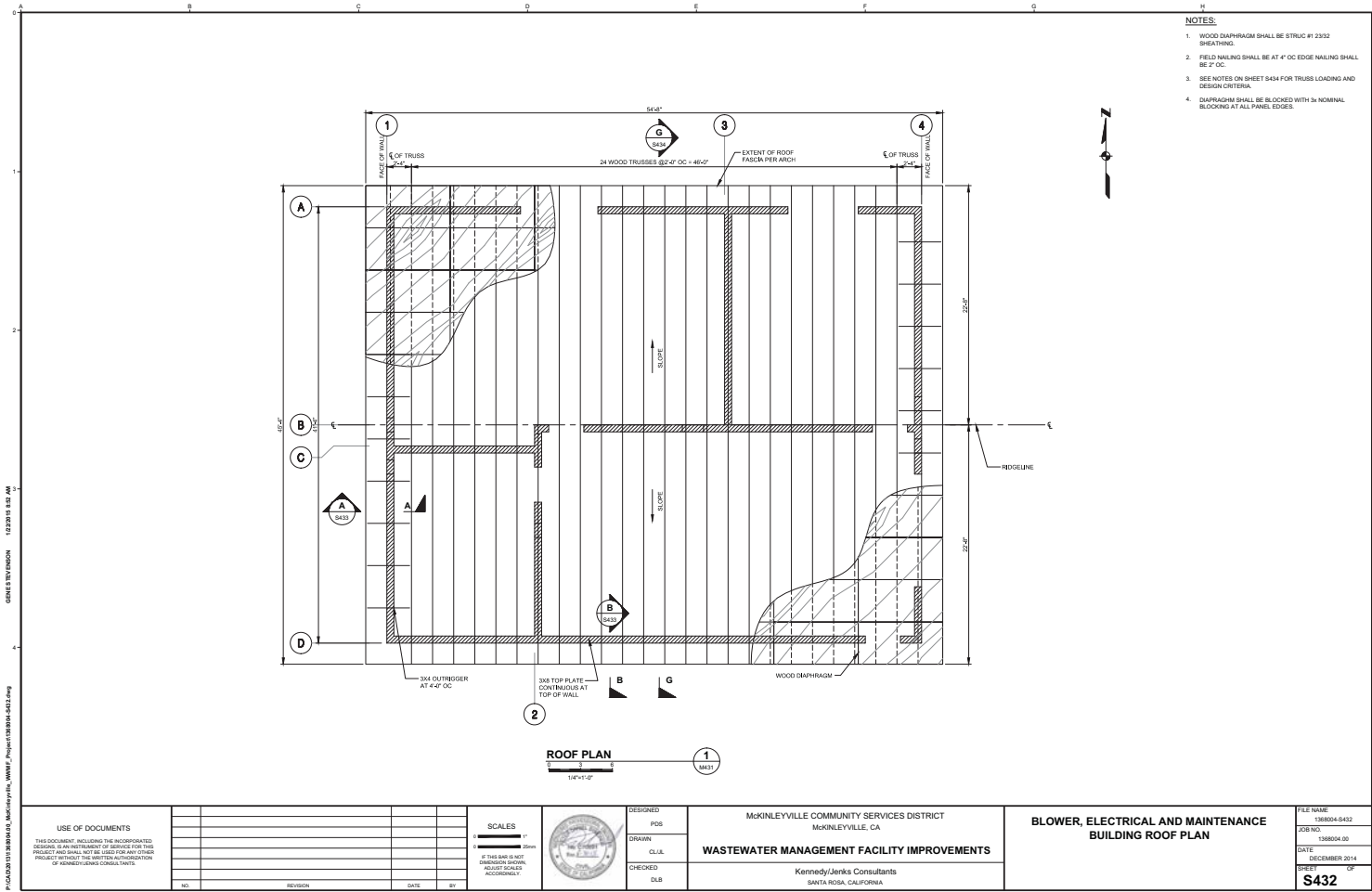
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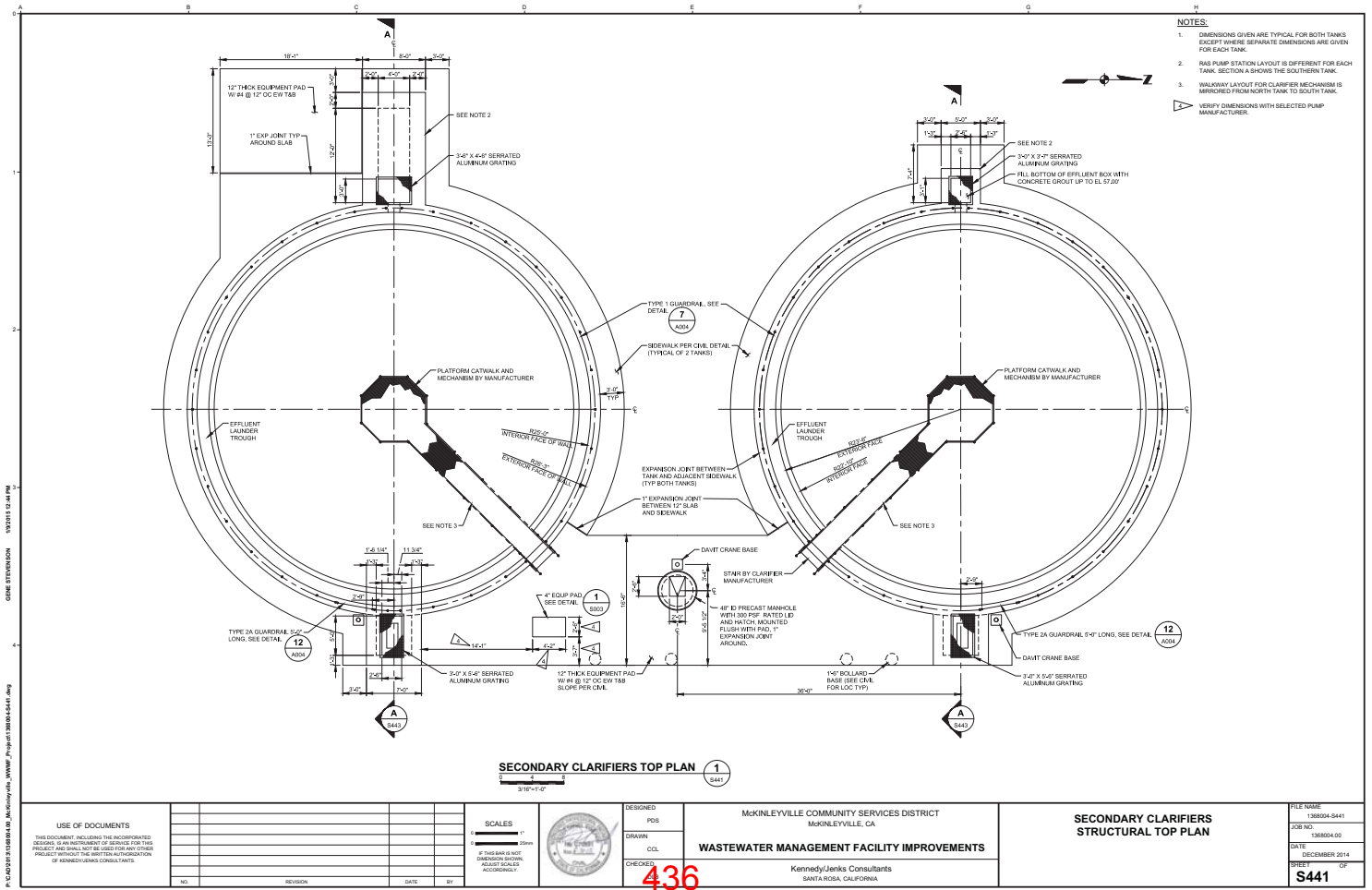
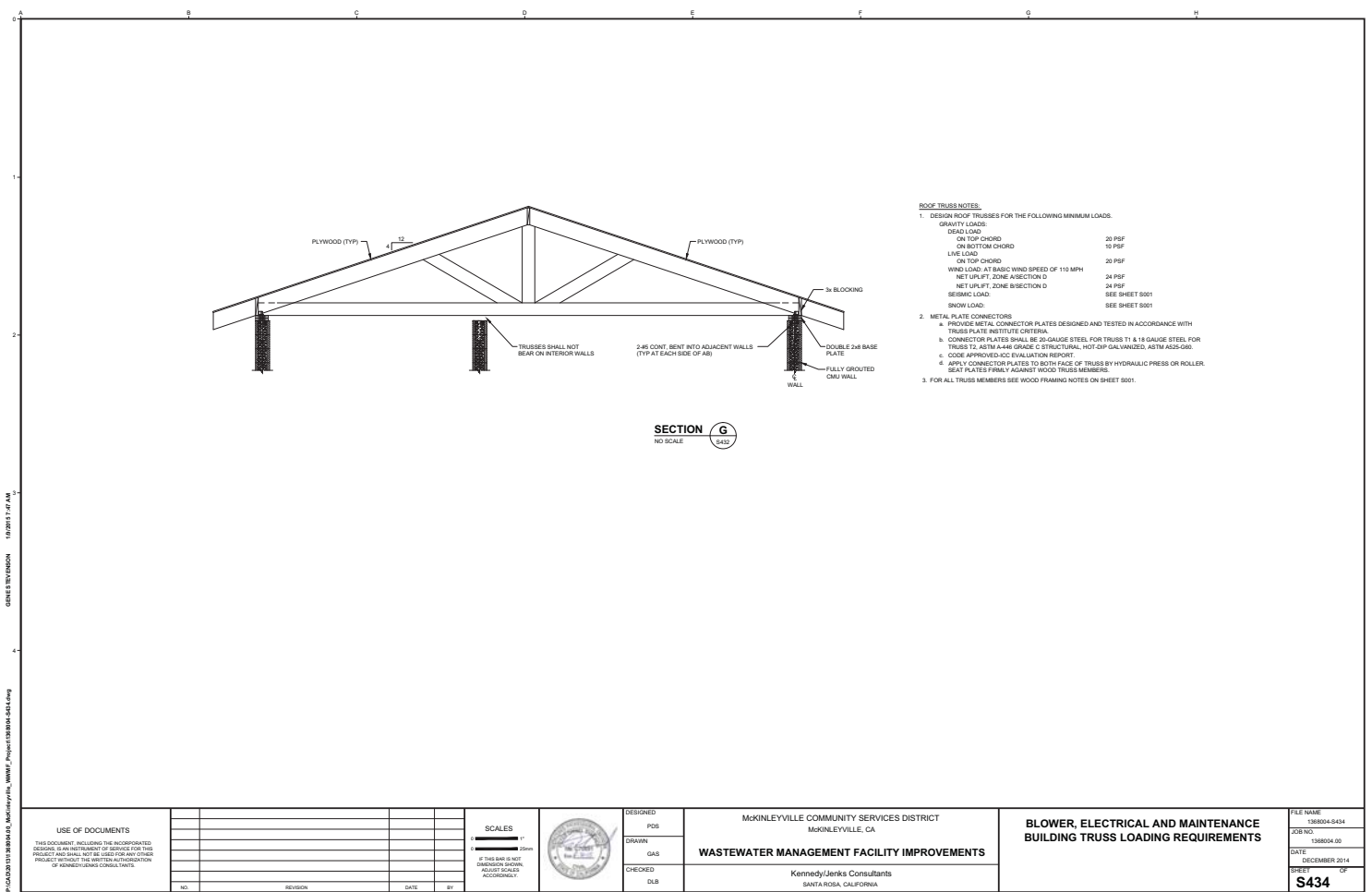


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<p>USE OF DOCUMENTS</p> <p>CONTRACTOR SHALL HAVE THE APPROPRIATELY          0.86 INCREMENT OF SERVICE FOR THIS          AND SHALL NOT BE USED FOR ANY OTHER          PURPOSE. THE ADEQUATE NOTIFICATION OF          KENNEDY JENKS CONSULTANTS</p>		
	<p>NO</p>	<p>EDUCATION</p>



								DESIGNED HLV  DRAWN HLV  CHECKED WGR		MCKINLEYVILLE COMMUNITY SERVICES DISTRICT MCKINLEYVILLE, CA  <b>WASTEWATER MANAGEMENT FACILITY IMPROVEMENTS</b>  Kennedy/Jenks Consultants SANTA ROSA, CALIFORNIA				<b>CODE SUMMARY AND SITE LAYOUT</b>				FILE NAME 130604-A-001  JOB NO. 130604-00  DATE DECEMBER 2014  SHEET <b>A001</b>	
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NOTE: DOOR DETAILS ARE LOCATED ON THIS SHEET. USUN.

**DOOR TYPES**

**ABBREVIATIONS**

FRP = FIBER REINFORCED PLASTIC  
 H = HOLLOV METAL  
 M.O. = MASONRY OPENING IN CMU, CTB, STEEL  
 V.P. = VENT IN FIELD

**DOOR SCHEDULE NOTES**

1. ALL EXIST DOORS SHALL BE OBTAINABLE FROM THE INSIDE  
 VIEWPOINT. THE USE OF A DOOR OR SPECIAL HINGERS PER 2013  
 CBC 10J-05.02.01 IS REQUIRED.

2. USE SPECIFICATION 300.0 FOR HINGERS AND GROUNDERS IN THE  
 DOOR SCHEDULE.

3. USUNABLE TO MEET PERFORM VALUE IS SHOWN IN MAXIMUM  
 ALLOWABLE.

4. ALL HOLDEN METAL DOORS AND FRAMES IN THE SCHEDULE  
 SHALL BE PAINTED, PAINT SYSTEM: \_\_\_\_\_

**DOOR SCHEDULE**

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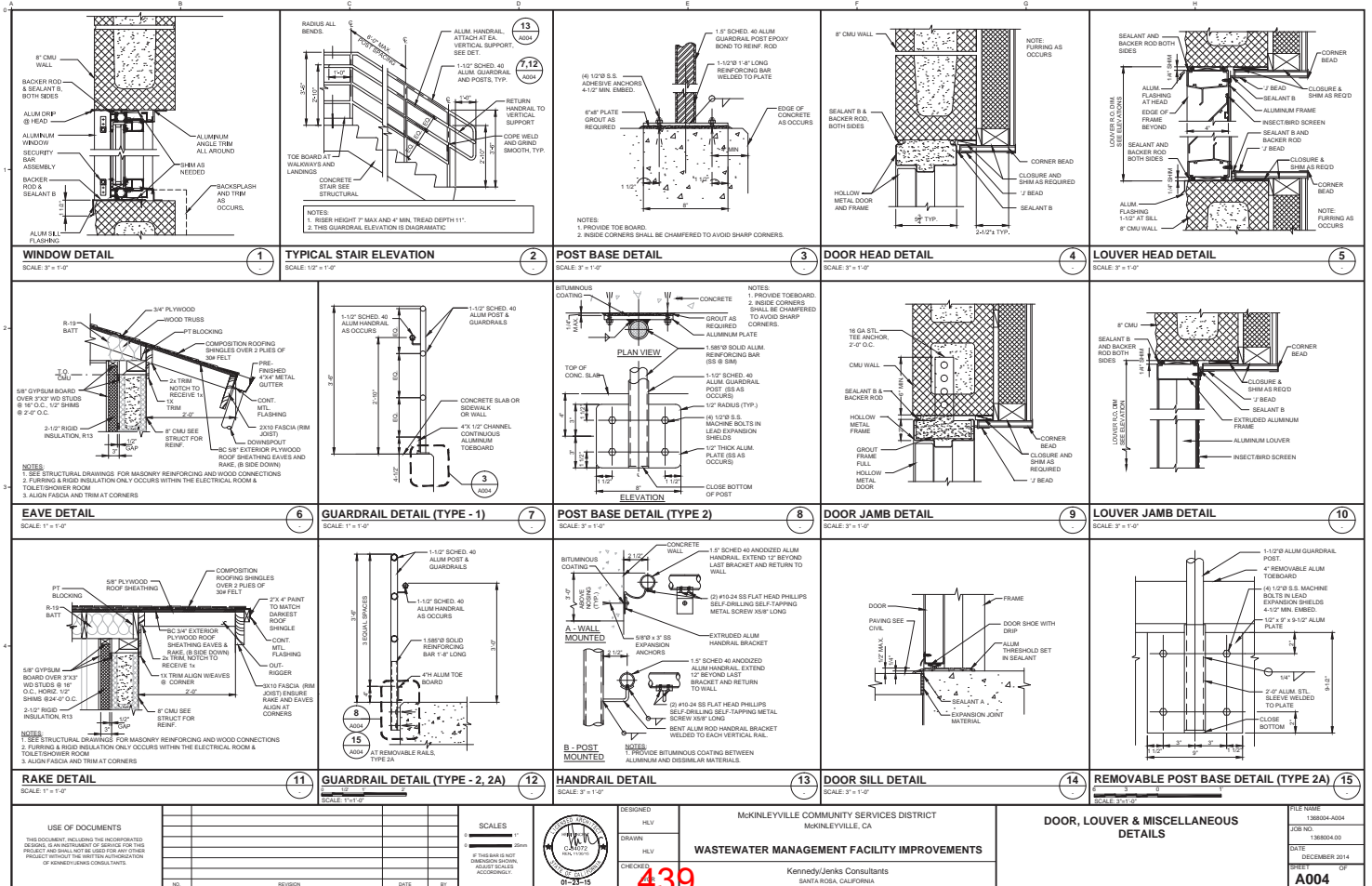
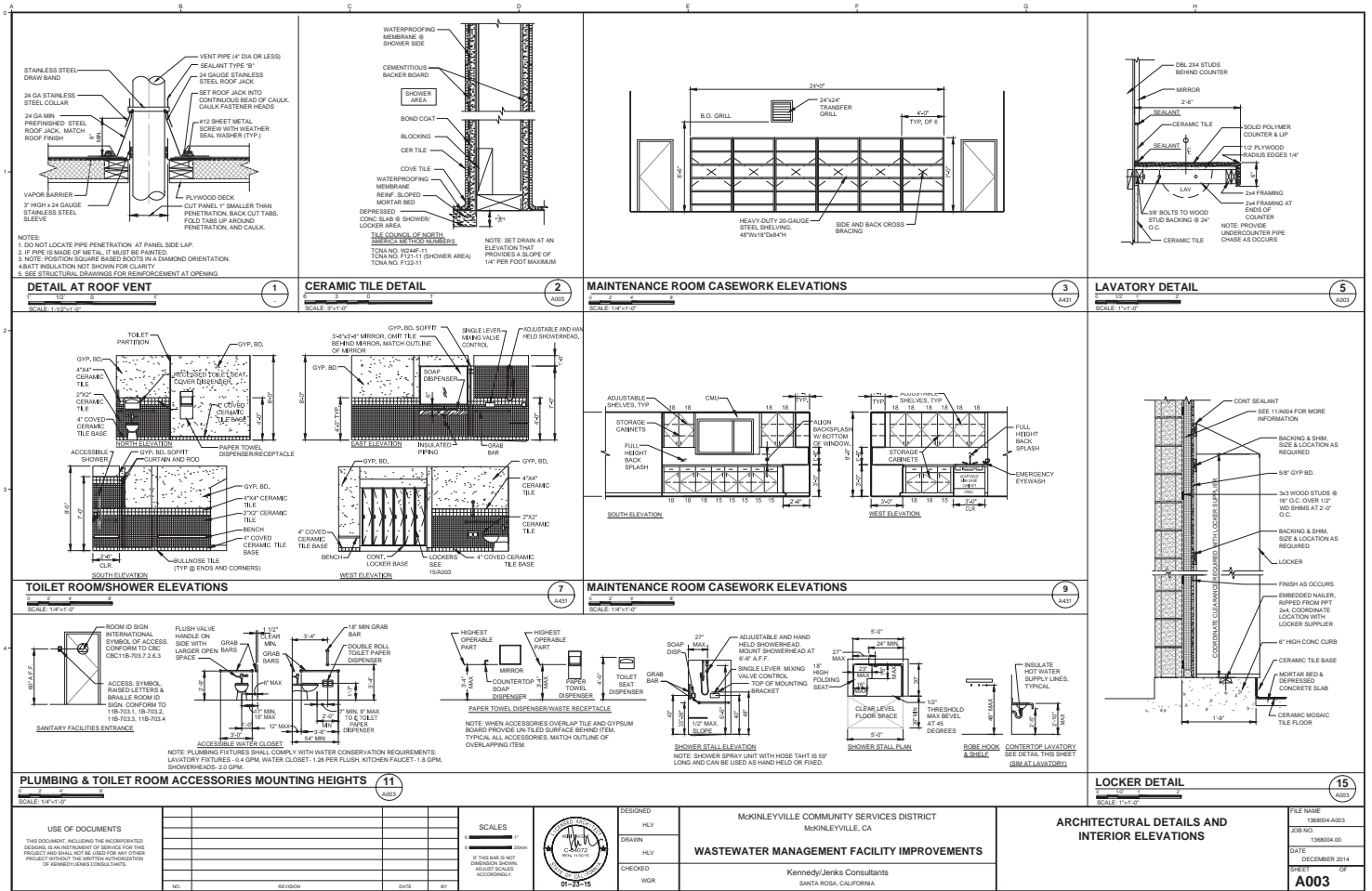
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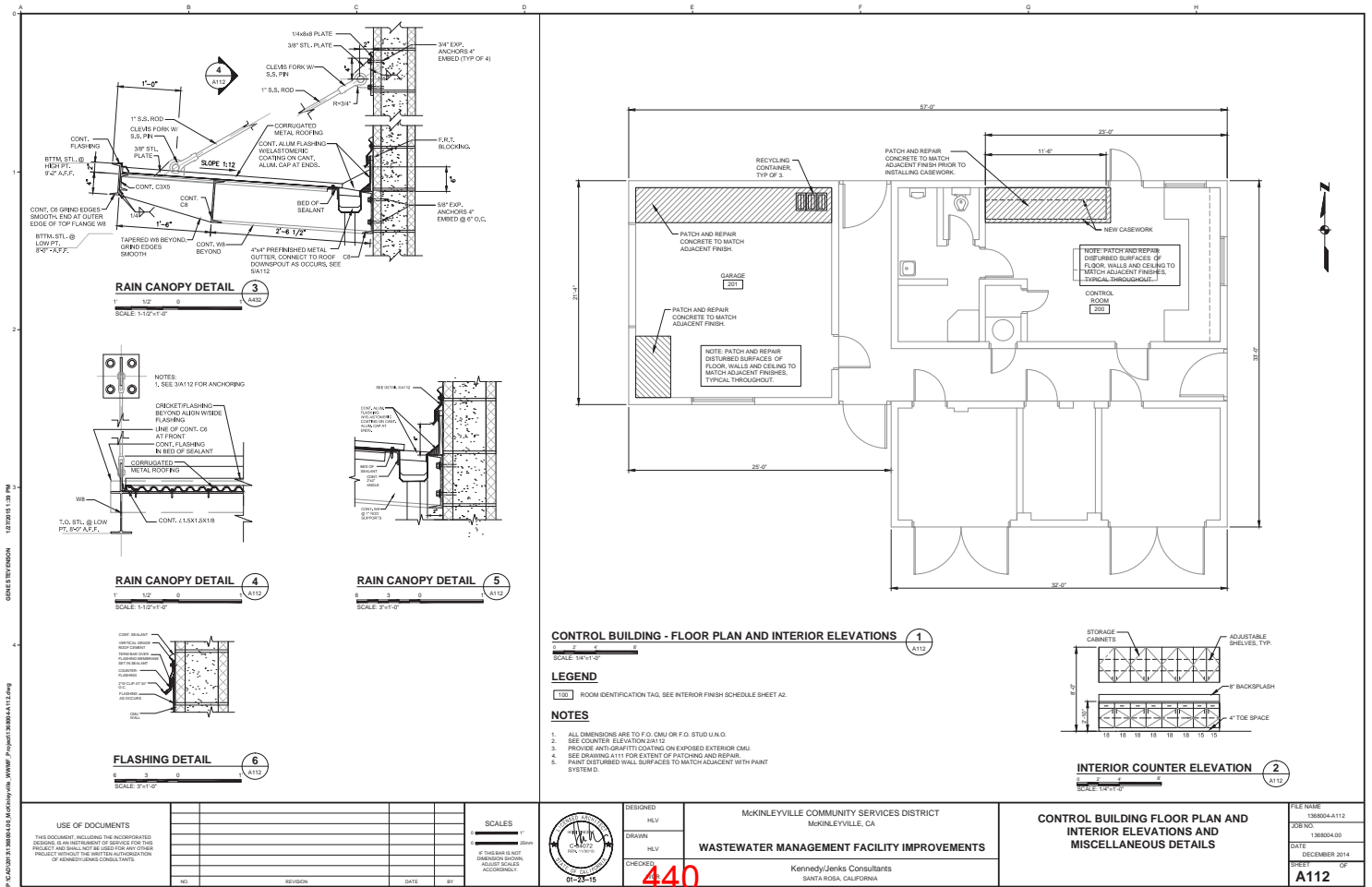
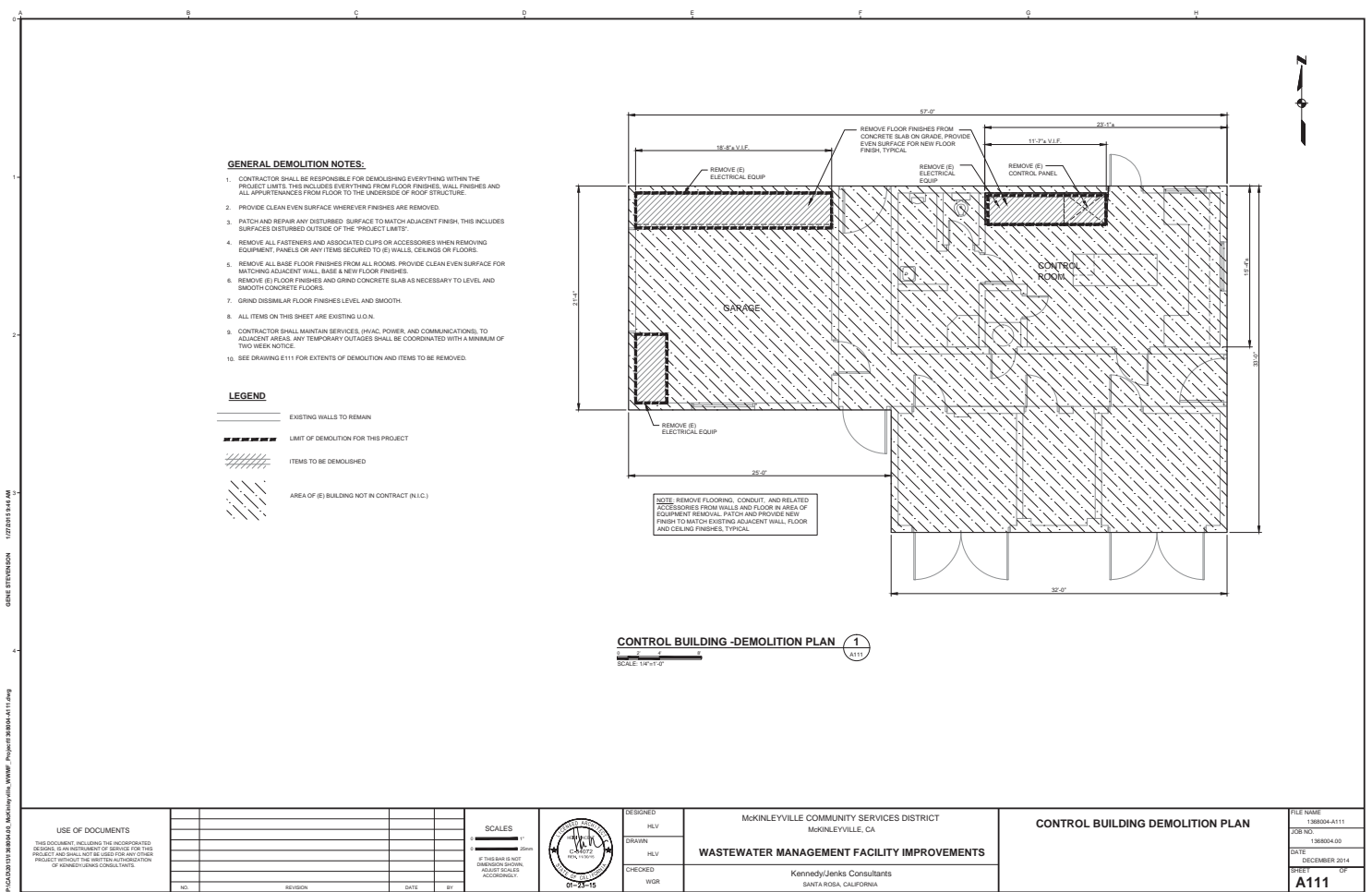
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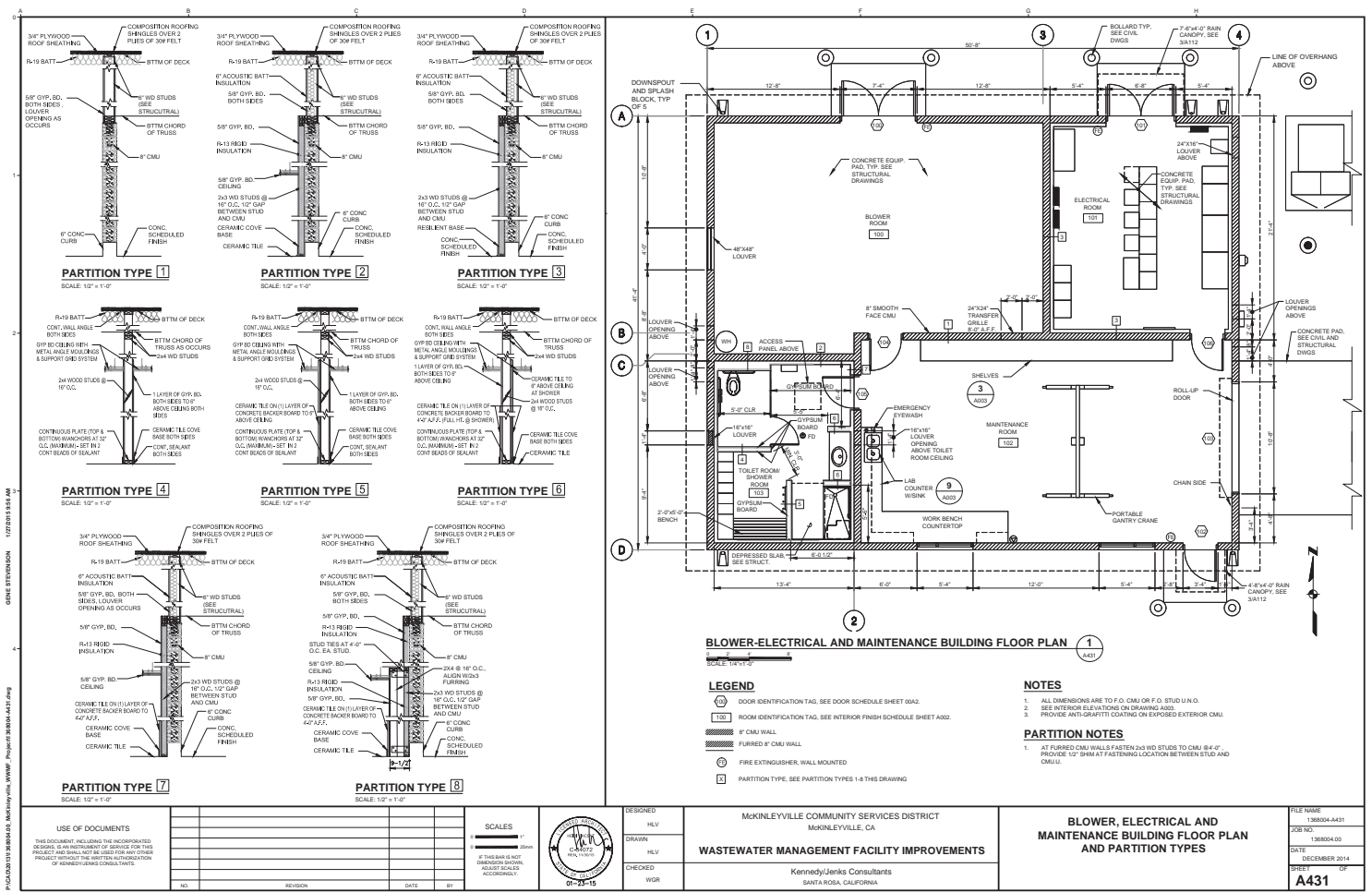
PAINT SYSTEMS		FINISH SPECIFICATIONS		FINISH SPECIFICATIONS		FINISH SPECIFICATIONS	
REMARKS		REMARKS		REMARKS		REMARKS	
<p>PAINT SYSTEMS: UNLESS NOTED OTHERWISE, SEE SPECIFICATION SECTION 09500 FOR PAINTING SYSTEMS REQUIRED IN THE FINISH COATING SYSTEM.</p> <p>SEE SPECIFICATION SECTION 09500 FOR PAINT SYSTEMS FOR CONTAMINANT ABATEMENT, PLUMB, PIPING, MECHANICAL, AND ELECTRICAL FINISHES.</p> <p>SYSTEM "X" - GLOSS GLOSS EXTERIOR LATEX SYSTEM "Y" - SEMI-GLOSS EXTERIOR LATEX SYSTEM "Z" - NOT USED SYSTEM "A" - SEMI-GLOSS INTERIOR LATEX SYSTEM "B" - EGGSHELL EXTERIOR LATEX SYSTEM "C" - SATIN EXTERIOR LATEX SYSTEM "D" - TRAFFIC LANE PAINT, SEE CIVIL DRAWINGS FOR LOCATION SYSTEM "E" - FLOOR SEALER</p>		<p>1. PAINT ALL EXTERIOR HOLLOW METAL DOORS AND FRAME PAINT SYSTEM (Q) ALL EXPOSED STEEL PAINT SYSTEM (Q) ALL EXPOSED INTERIOR STEEL PAINT SYSTEM (Q) INCLUDING:</p> <ul style="list-style-type: none"> <li>• METAL FABRICATIONS</li> <li>• SHEET METAL FLASHINGS THAT ARE NOT FACTORY FINISHED</li> <li>• ROOF ACCESSORIES THAT ARE NOT FACTORY FINISHED</li> <li>• BRACKETS AND PROTECTION PLATES</li> <li>• ROOF DRAIN FLASHINGS</li> </ul> <p>2. PAINT ALL EXPOSED INTERIOR FERROUS METAL FABRICATIONS &amp; STRUCTURAL STEEL PAINT SYSTEM (E) FINISHED-ITEMS SHALL NOT BE PAINTED.</p> <p>3. PAINT ALL EXPOSED INTERIOR FERROUS STRUCTURAL STEEL, STEEL SYSTEM (E) CONCRETE MASONRY UNITS SHALL BE PAINTED WITH A MINIMUM CAPACITY OF 5 BTU/HSF. SEE STRUCTURAL FOR ADDITIONAL INFO.</p> <p>4. SEAL ALL EXPOSED INTERIOR MASONRY WITH WATER RESISTANT ELASTOMERIC GRAFTS COATING PER SPECIFICATION SECTION 09022.</p>		<p>1. PROVIDE BUSH FILLER AND PAINT ALL EXPOSED INTERIOR CMU SURFACE PAINT SYSTEM (Q)</p> <p>2. PAINT EXTERIOR WOOD FASCIA, TRIM, AND FLASHING PAINT SYSTEM (Q) THIS SPECIFICATION SHALL BE AS SELECTED BY OWNER FROM MANUFACTURER'S FULL PALETTE.</p> <p>3. COLOR OF DOORS, GRILLS, GUTTERS, DOWNSPUTS, SHALL BE SELECTED BY OWNER FROM MANUFACTURER'S FULL PALETTE.</p> <p>4. COAT ALUMINUM IN DIRECT CONTACT WITH CONCRETE, MASONRY, OR OTHER WEATHERING COATING.</p>		<p><b>FINISH SPECIFICATIONS ABBREVIATIONS</b></p> <p>CON = CONCRETE BSH = SHALE EXP = EXPOSED STRUCTURAL FRAMING FINISH = FINISH FLD = FIELD FINISH FLD = FLUSH FINISH</p> <p>CP = COAT CYL = CYLINDER ST = STEEL TR = TRUSS VIB = VIBES</p>	

EXTERIOR CMU WALL DETAIL		7		EXTERIOR CMU WALL DETAIL		8		ROLL-UP DOOR HEAD DETAIL		9		ROLL-UP DOOR JAMB DETAIL		10		TYPICAL CEILING UPLIFT RESTRAINT DETAIL		11			
SCALE: 1/2" = 1'-0"		MSD		SCALE: 1/2" = 1'-0"		MSD		SCALE: 1/2" = 1'-0"		MSD		SCALE: 1/2" = 1'-0"		MSD		SCALE: 1" = 1'-0"		MSD			
USE OF DOCUMENTS																					
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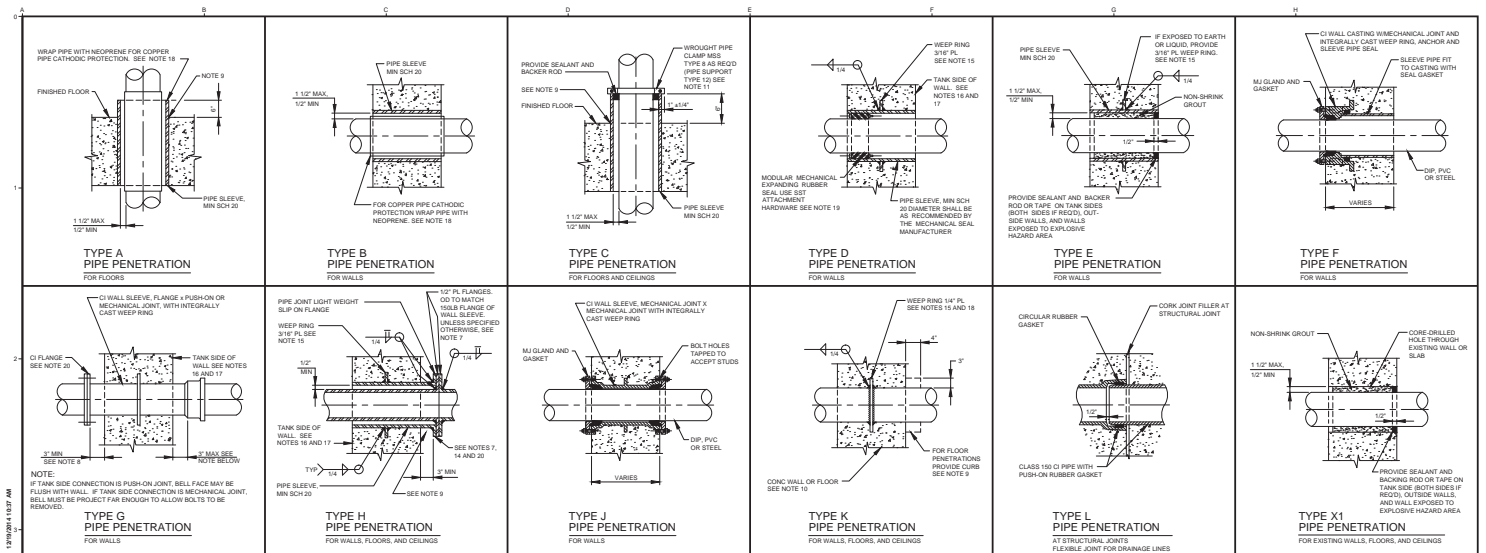


TABLE OF PIPE PENETRATION TYPES									
FROM	TO	STATUS	STEEL	CAST IRON	COPPER	PLASTIC			
1	TANK	TANK BELOW WS	NEW E.H. OR F	E.H. OR F	E.H. OR F	E.H. OR F			
2	TANK	TANK ABOVE WS	NEW E.H. OR F	E.H. OR F	E.H. OR F	E.H. OR F			
3	PASSAGE	TANK BELOW WS	EXIST E.H. OR F	E.H. OR F	E.H. OR F	E.H. OR F			
4	PASSAGE	TANK ABOVE WS	NEW E.H. OR F	E.H. OR F	E.H. OR F	E.H. OR F			
5	PASSAGE	PASSAGE	NEW E.H. OR F	E.H. OR F	E.H. OR F	E.H. OR F			
6	PASSAGE	OUTSIDE WALL	EXIST E.H. OR F	E.H. OR F	E.H. OR F	E.H. OR F			
7	PASSAGE	ROOF	NEW E.H. OR F	E.H. OR F	E.H. OR F	E.H. OR F			
8	TANK	OUTSIDE WALL	NEW E.H. OR F	E.H. OR F	E.H. OR F	E.H. OR F			

PIPE PENETRATION NOTES:									
1.	WHERE PIPES PASS THROUGH WALLS, FLOORS, OR CEILINGS, PENETRATIONS SHALL CONFORM TO TABLE AT LEFT, EXCEPT AS OTHERWISE SPECIFIED.	13.	INSULATION SHALL NOT EXTEND THROUGH SLEEVES, UNLESS OTHERWISE SPECIFIED.	14.	WHERE CAST IRON PIPE IS EMBEDDED IN CONCRETE AT AN EXPANSION JOINT, USE TYPE "P" PENETRATION DETAIL.	15.	WEED RINGS SHALL HAVE A MINIMUM DIAMETER 3 INCHES GREATER THAN THE OUTSIDE PIPE DIAMETER.	16.	TANK SIDE OF WALL SHALL MEAN SIDE OF WALL NORMALLY EXPOSED TO LIQUID, EARTH, OR OUTSIDE ATMOSPHERE.
2.	IN TABLE AT LEFT, "TANK" SHALL MEAN ANY PART OF A STRUCTURE CONTAINING LIQUID, OR IN CONTACT WITH THE EARTH.	17.	SEAL WITH MASTIC SEAL WHERE WALL IS EXPOSED TO LIQUID, EARTH, OR AN EXPLOSION HAZARDOUS AREA.	18.	FOR COPPER PIPE IN A "PASSAGE" TO "PASSAGE" CONDITION (SEE TABLE AT LEFT), PROVIDE A FULL 90 DEGREE WELD OF 1/8" THICK MASTIC. BOND MASTIC TO PIPE WITH A COMPATIBLE WATERPROOF ADHESIVE. EXTEND NEOTRENE 1 INCH MINIMUM BEYOND LIMITS OF PENETRATION SLEEVE.	19.	WHEN MODULAR MECHANICAL EXPANDING RUBBER SEAL IS USED ON COPPER PIPE, PROVIDE GLASS REINFORCED HOLD PRESSURE PLATES IN PLACE OF STANDARD STEEL TIES.	20.	FLANGE BOLT HOLES SHALL EQUALLY STRADDLE THE VERTICAL CENTERLINE OF THE FLANGE TO ASSURE PROPER CONNECTION TO ADJOINING PIPE, VALVES AND FITTINGS.
3.	IN TABLE AT LEFT, "PASSAGE" SHALL MEAN ANY ROOM, GALLERY, TUNNEL, OR SIMILAR ENCLOSURE.	21.	CORROSION PROTECTION MEASURES ARE REQUIRED FOR DIP, STEEL, AND STAINLESS STEEL PIPES THAT TRANSITION FROM A BURIED CONDITION INTO A TANK, OR STRUCTURE. SEE DIVISION 15 AND OUTSIDE PIPING DRAWINGS.						

GENERAL NOTE:									
THE MATERIAL PRESENTED ON THIS DRAWING IS FOR REFERENCE USE. SOME OF THE DETAILS OR INFORMATION PRESENTED MAY NOT BE REQUIRED AS PART OF THIS CONTRACT. ALL DETAILS ON THIS SHEET ARE NOT TO SCALE.									

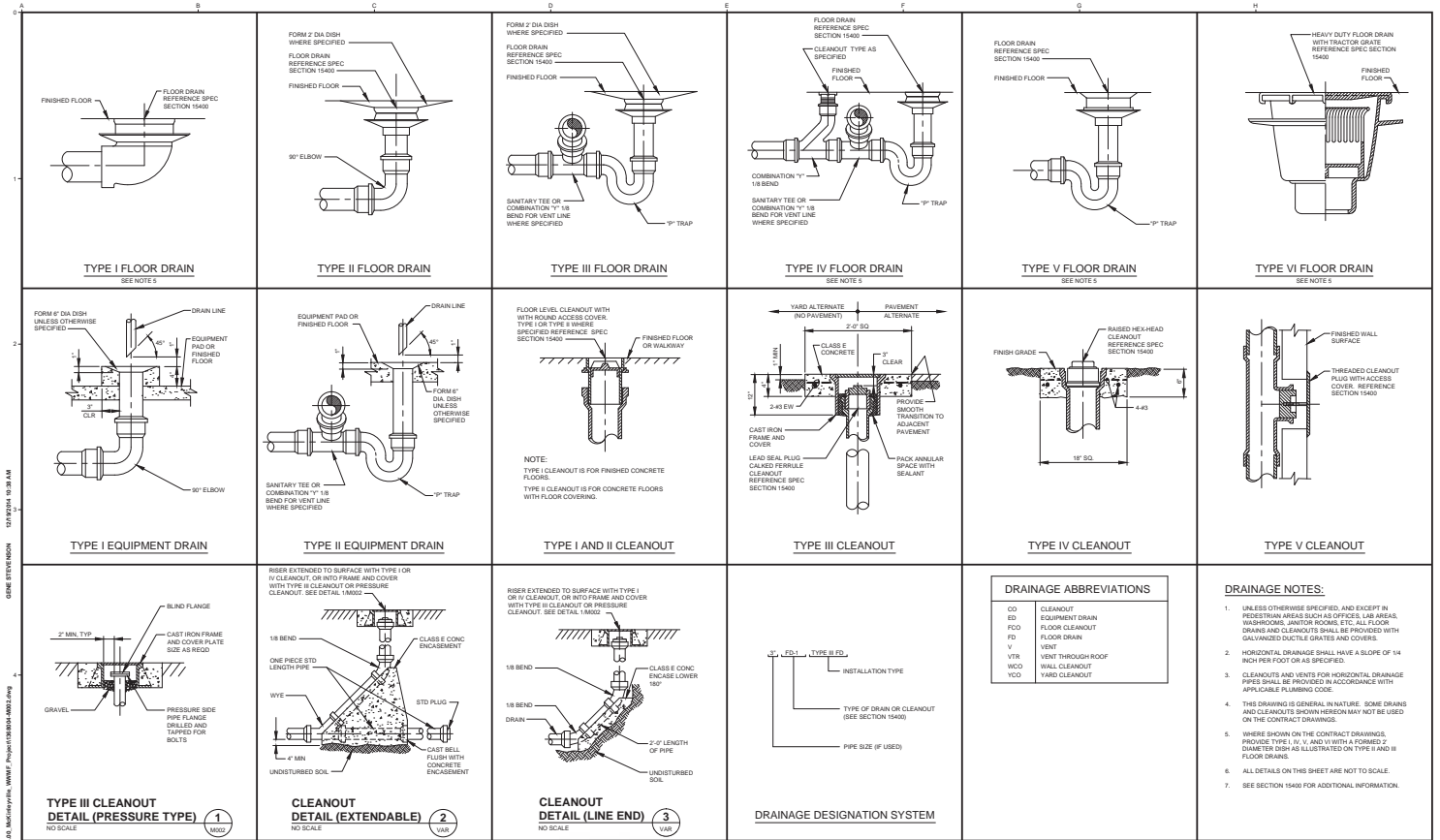
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NO.	REVISION	DATE	BY						

DESIGNED	VMH	McKINLEYVILLE COMMUNITY SERVICES DISTRICT McKINLEYVILLE, CA
DRAWN	GAS	
CHECKED	RRH	Kennedy/Jenks Consultants SANTA ROSA, CALIFORNIA

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JOB NO.	130604-00								
DATE	DECEMBER 2014								
SHEET	OF								
	<b>M001</b>								



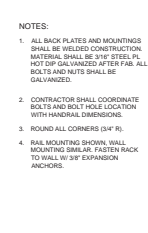
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NO.	REVISION	DATE	BY						

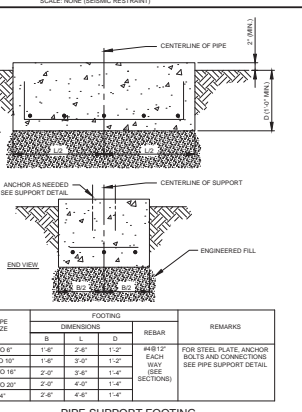
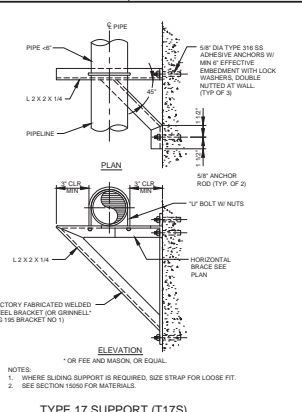
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DRAWN	GAS	
CHECKED	RRH	Kennedy/Jenks Consultants SANTA ROSA, CALIFORNIA

MECHANICAL DETAILS - 2									
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JOB NO.	130604-00								
DATE	DECEMBER 2014								
SHEET	OF								
	<b>M002</b>								

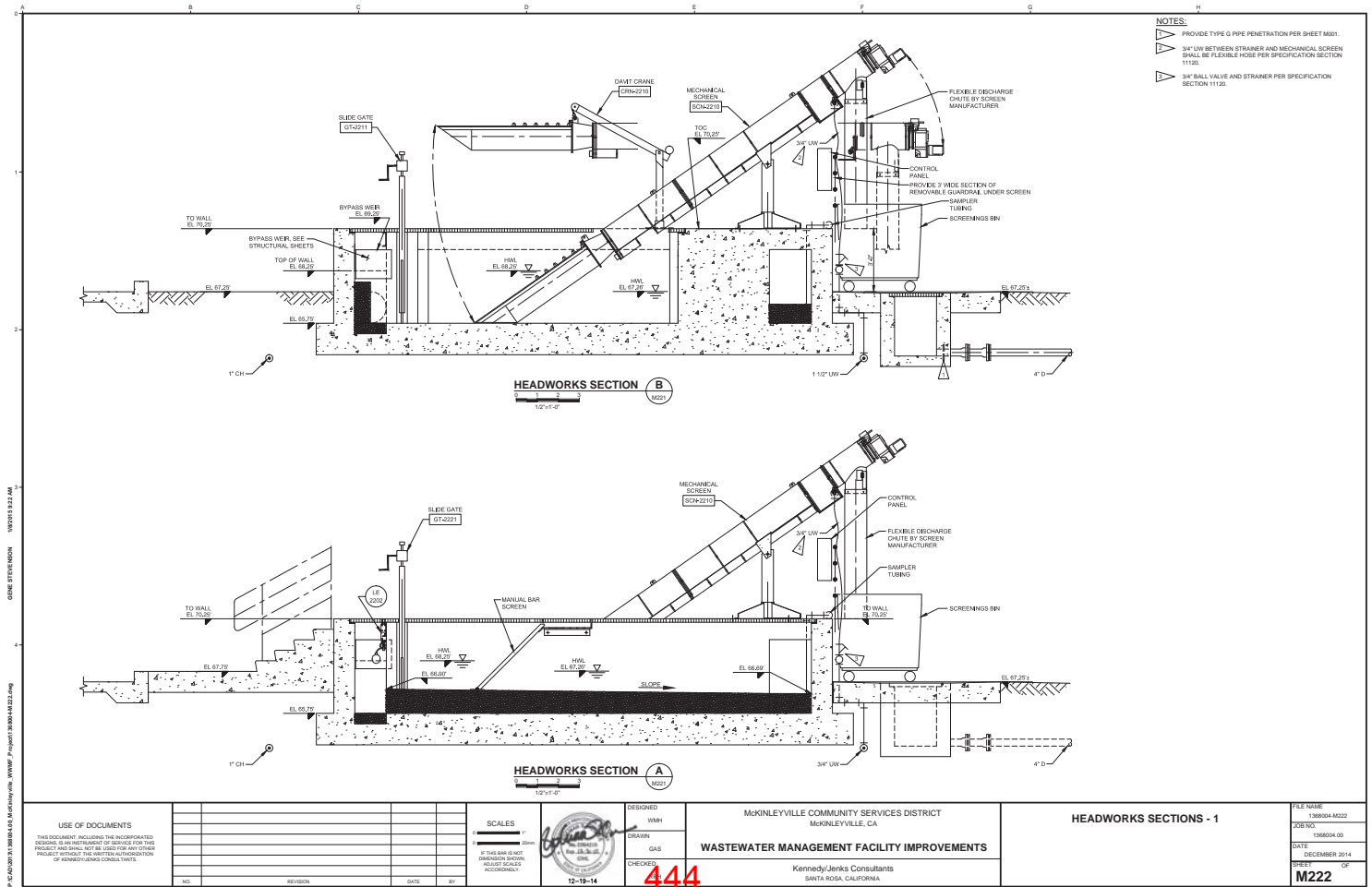
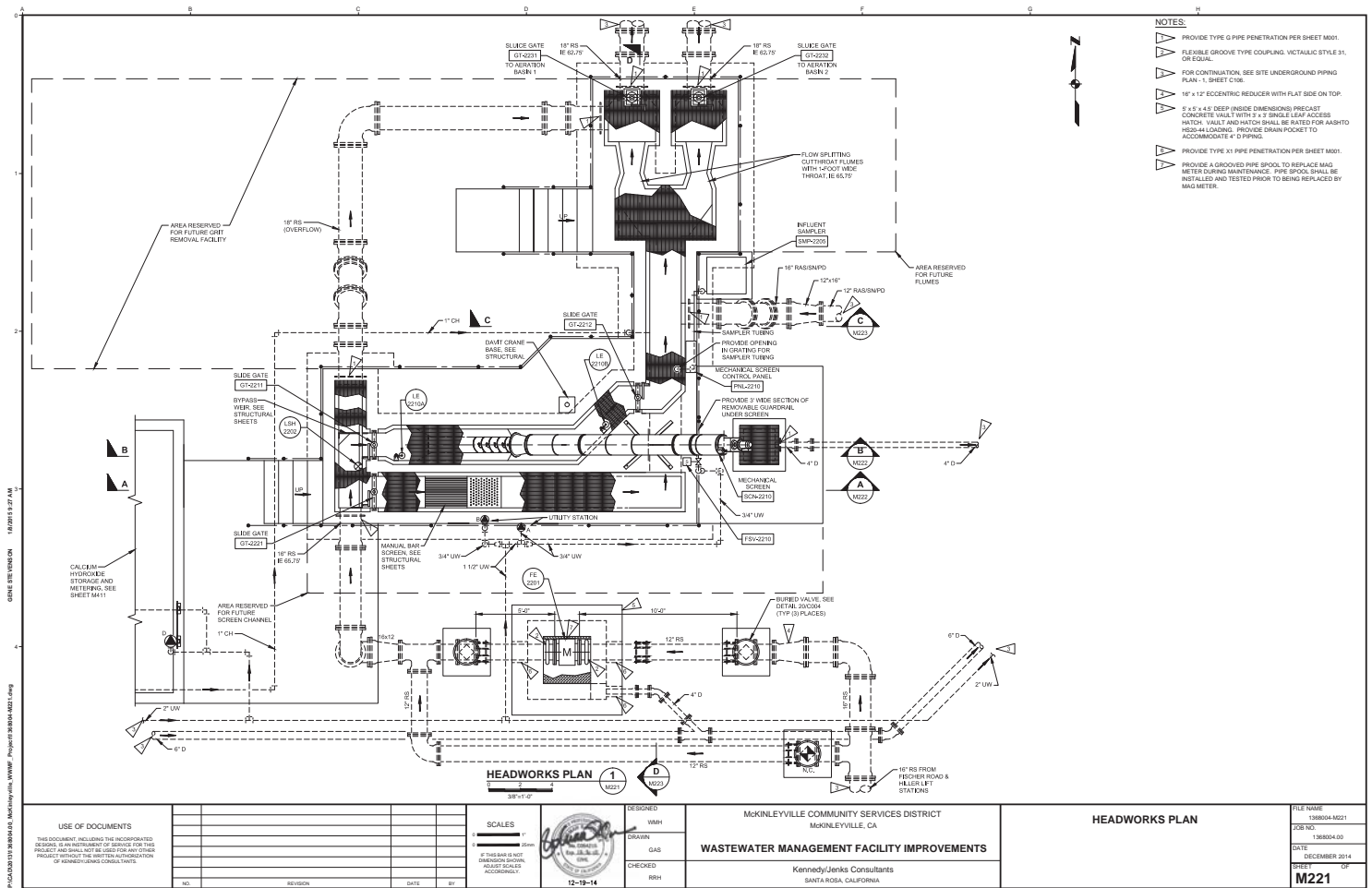


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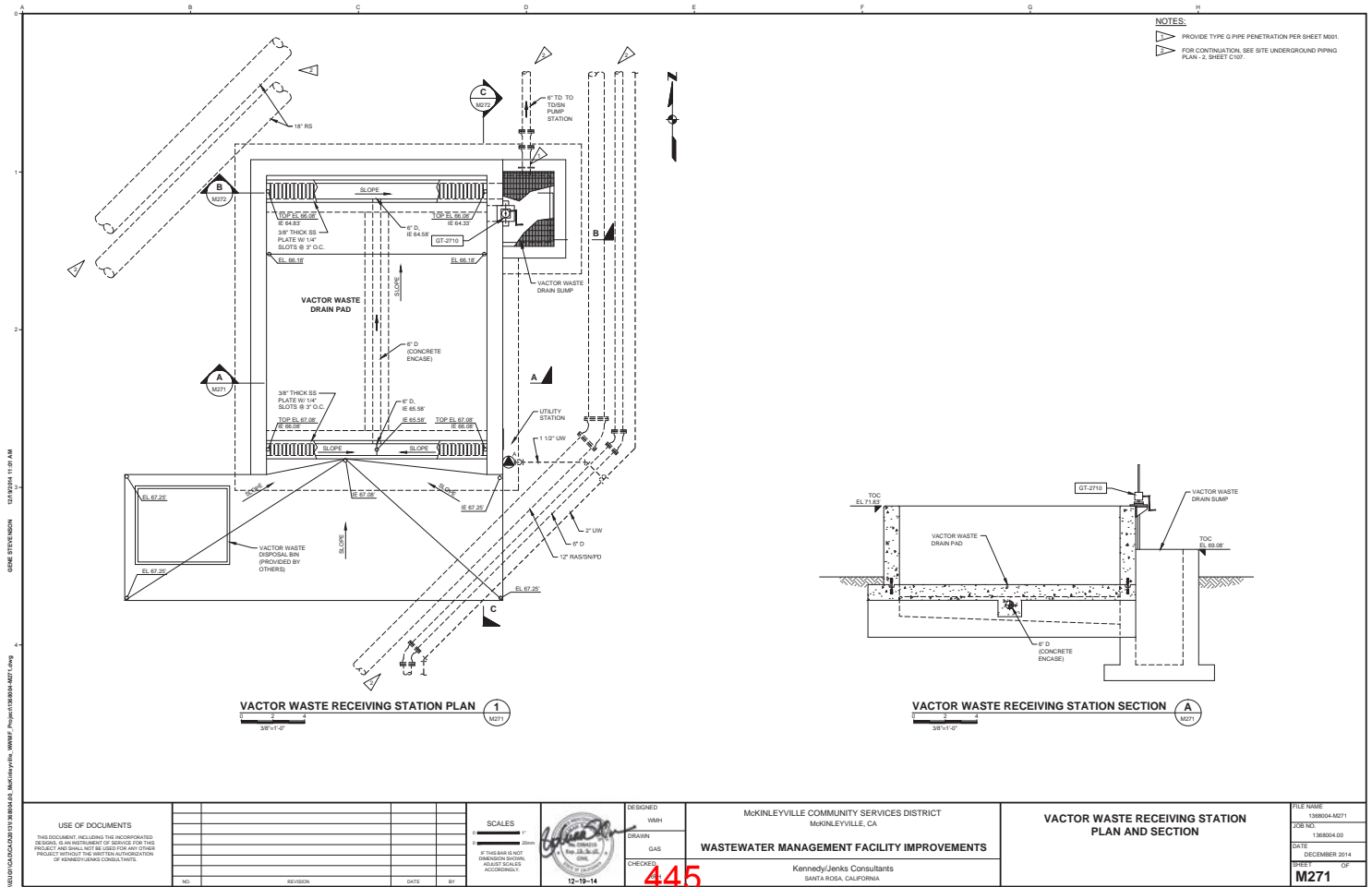
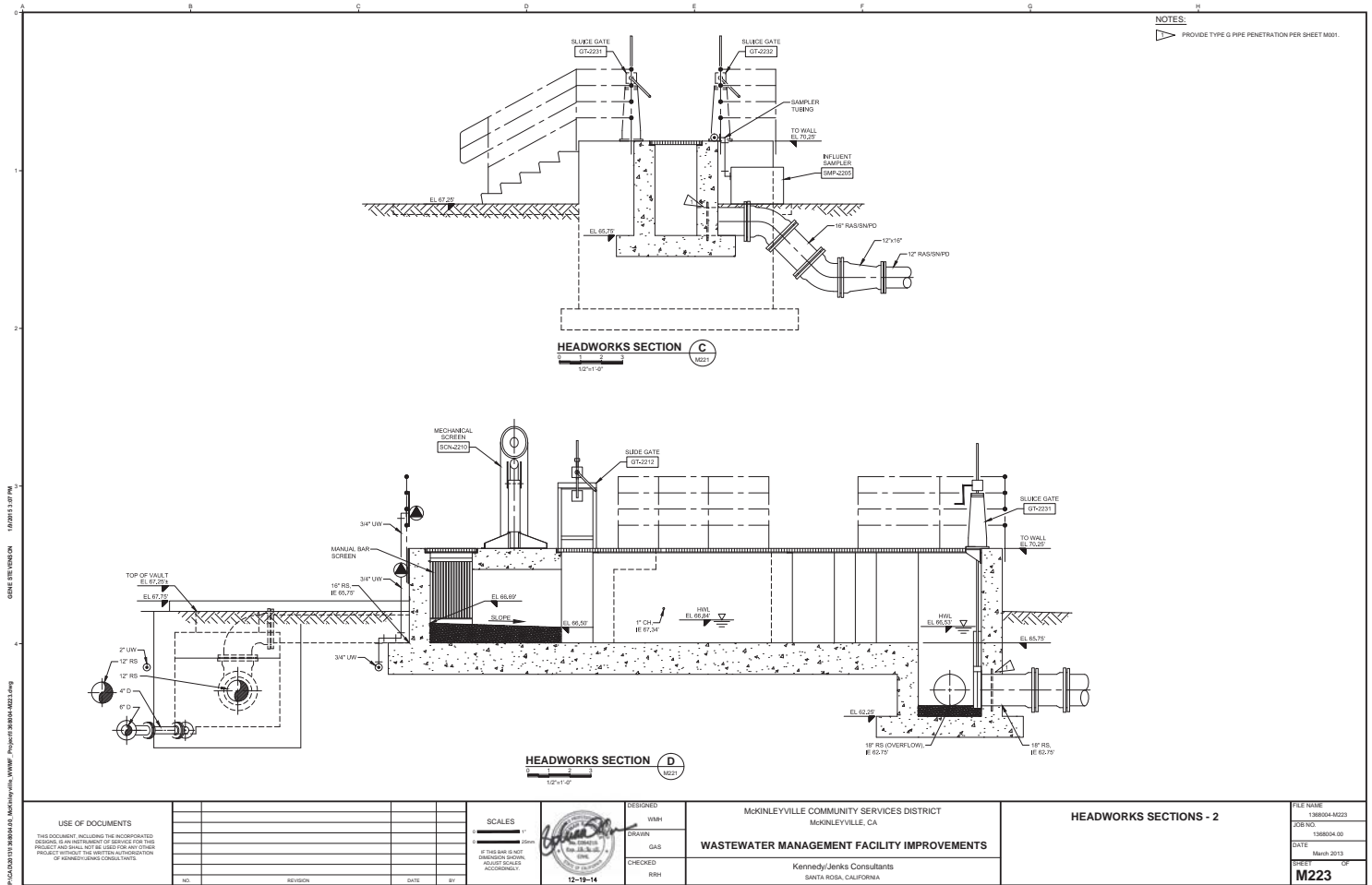


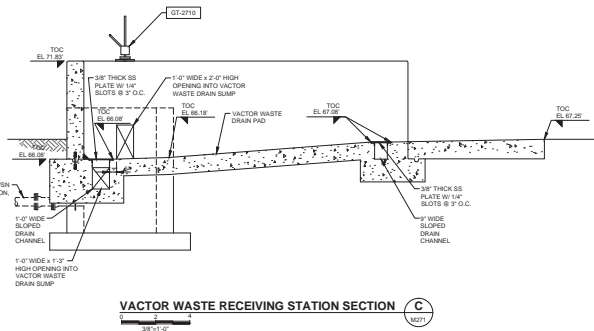
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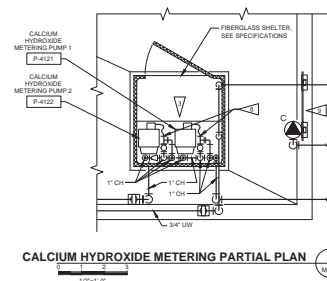
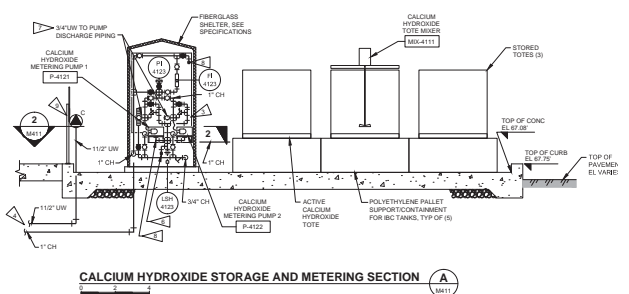
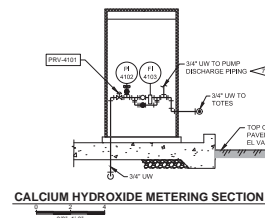
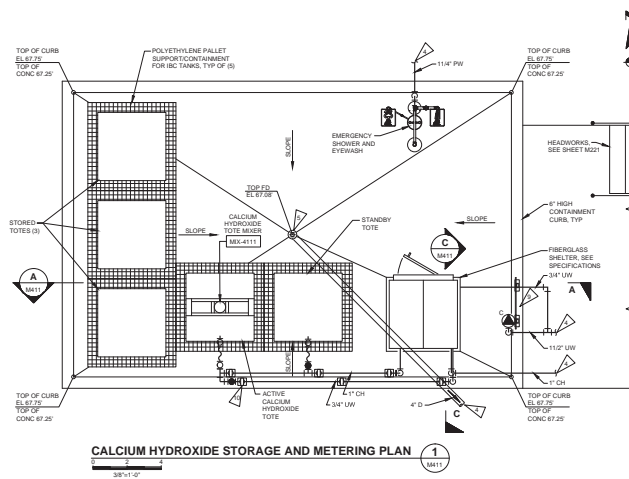


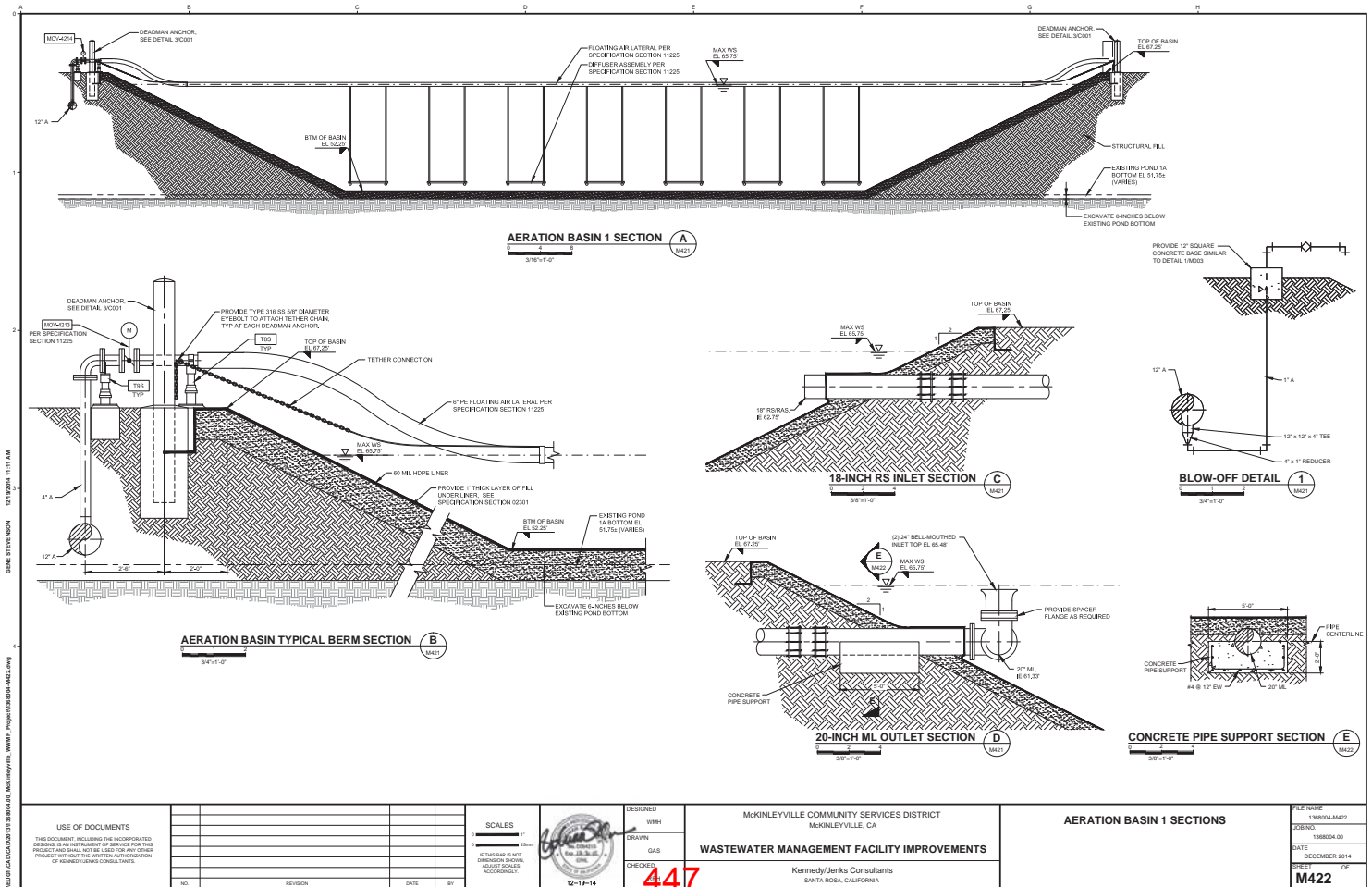
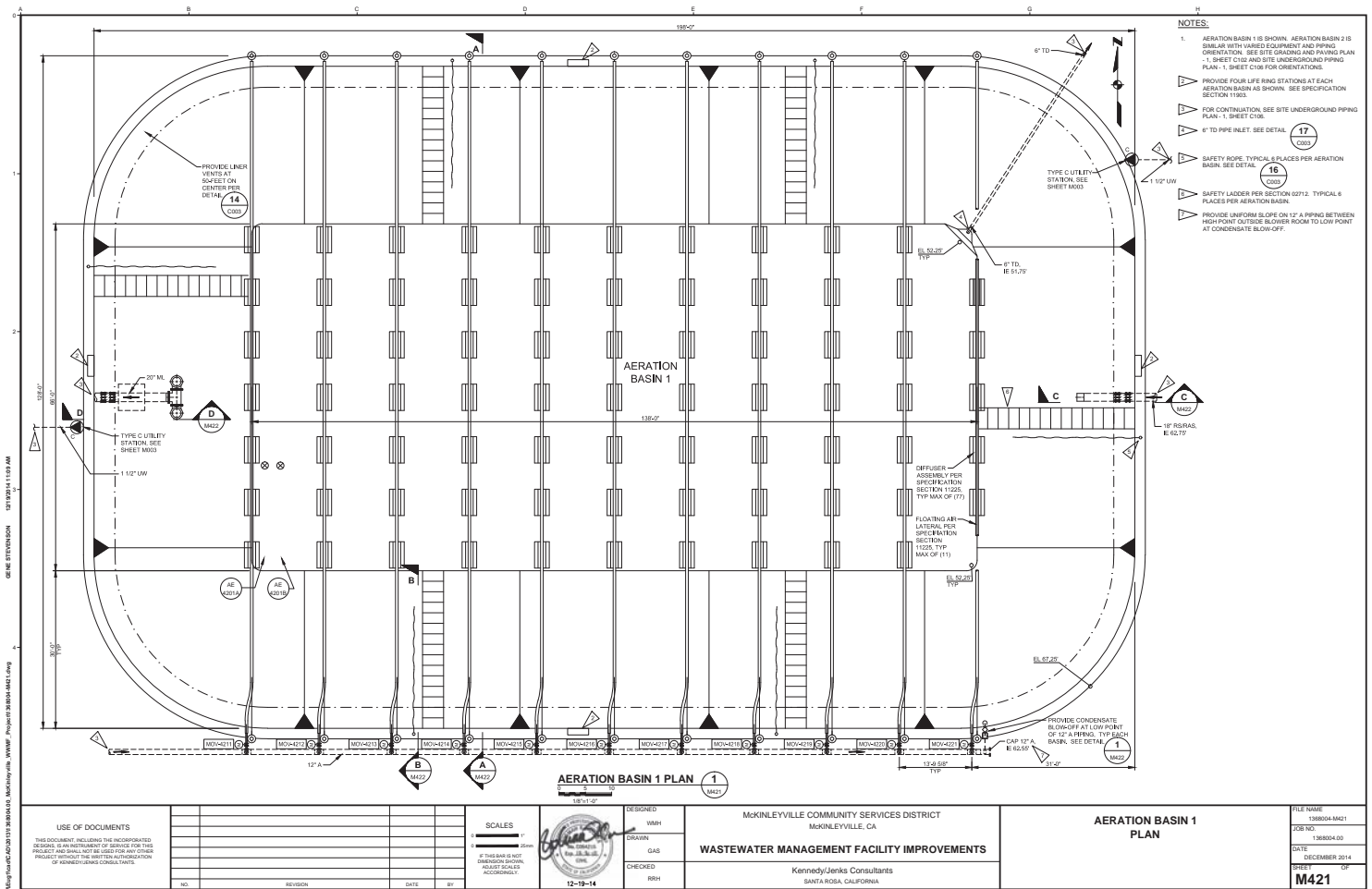


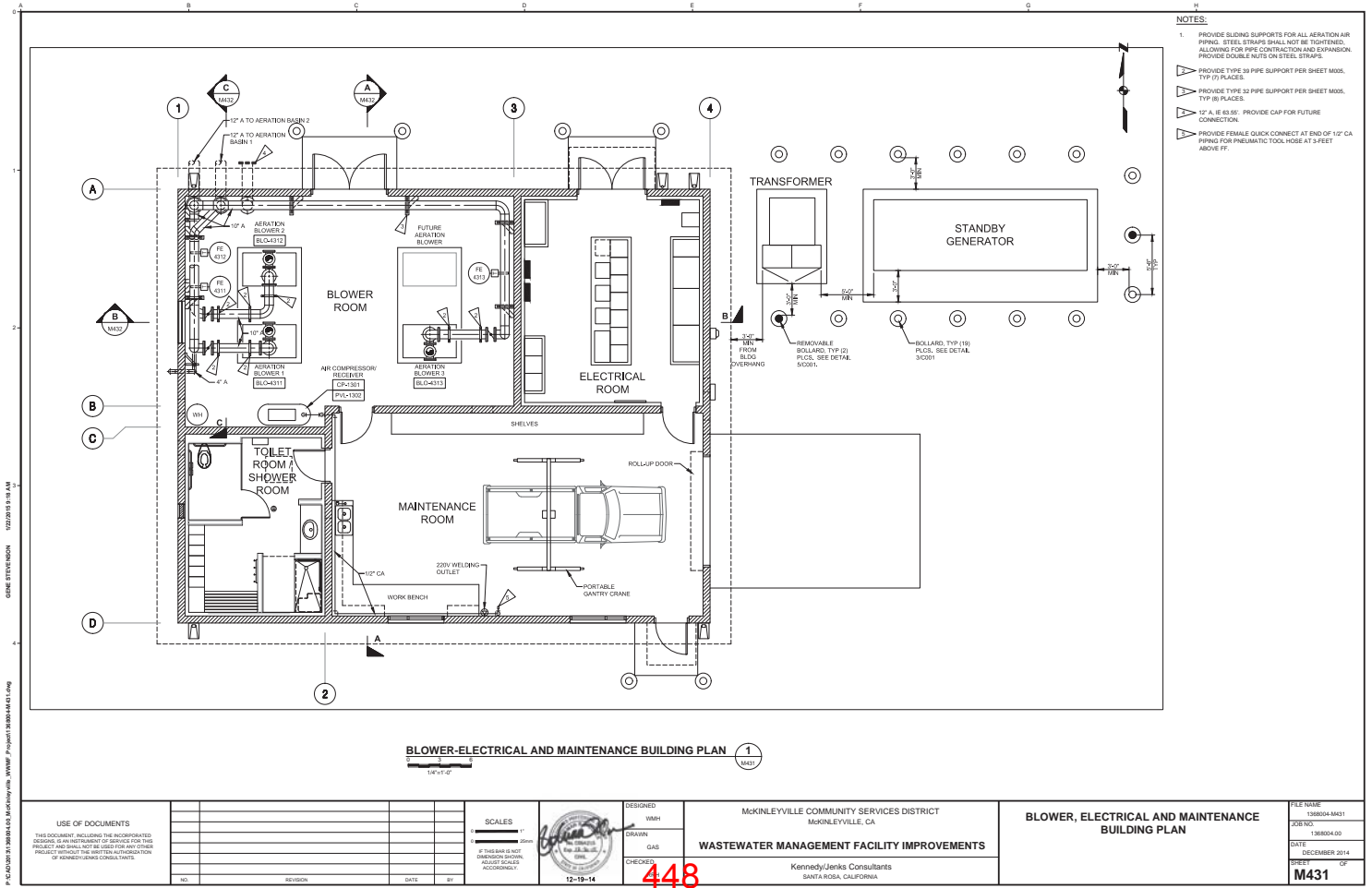
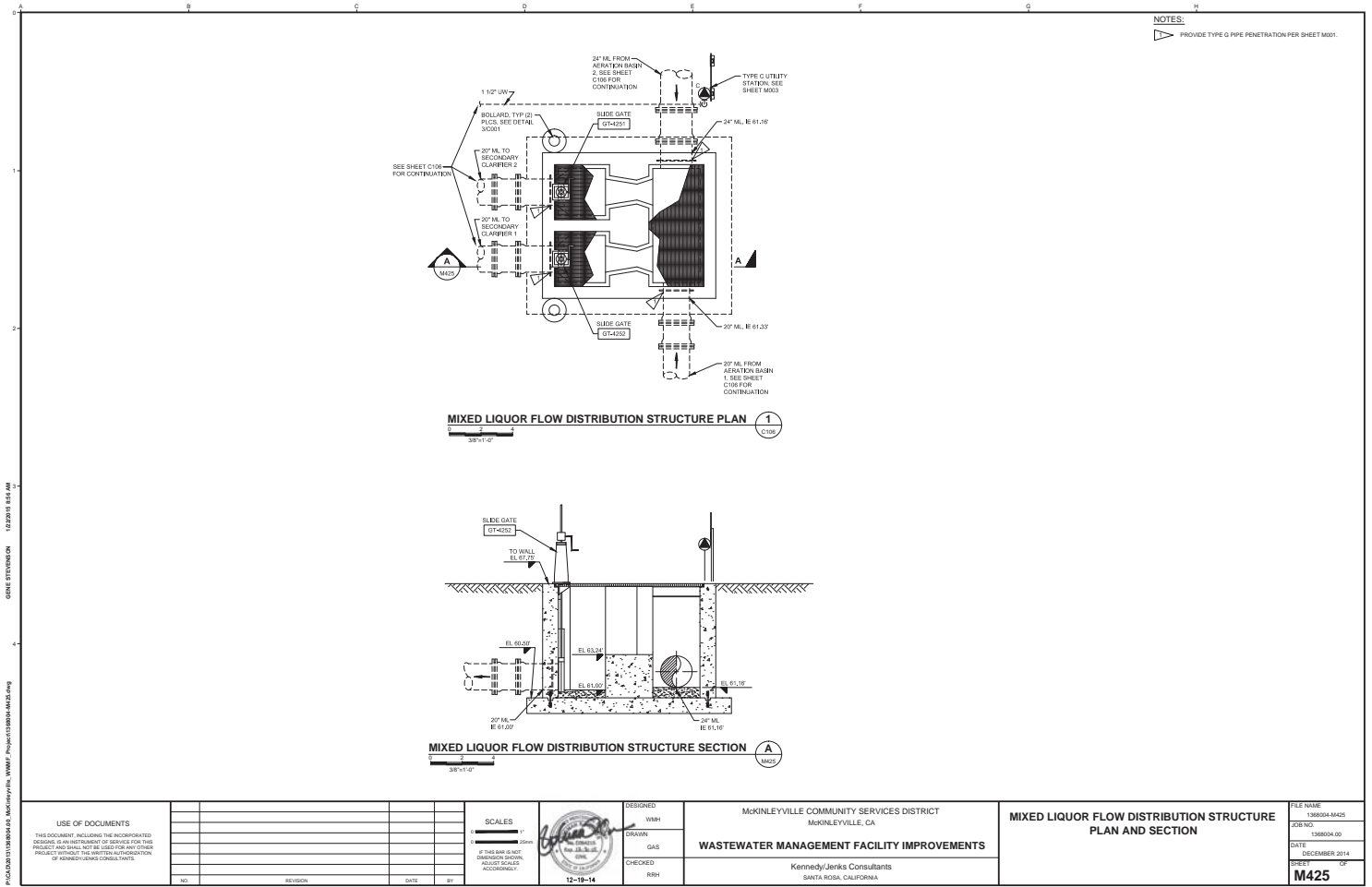


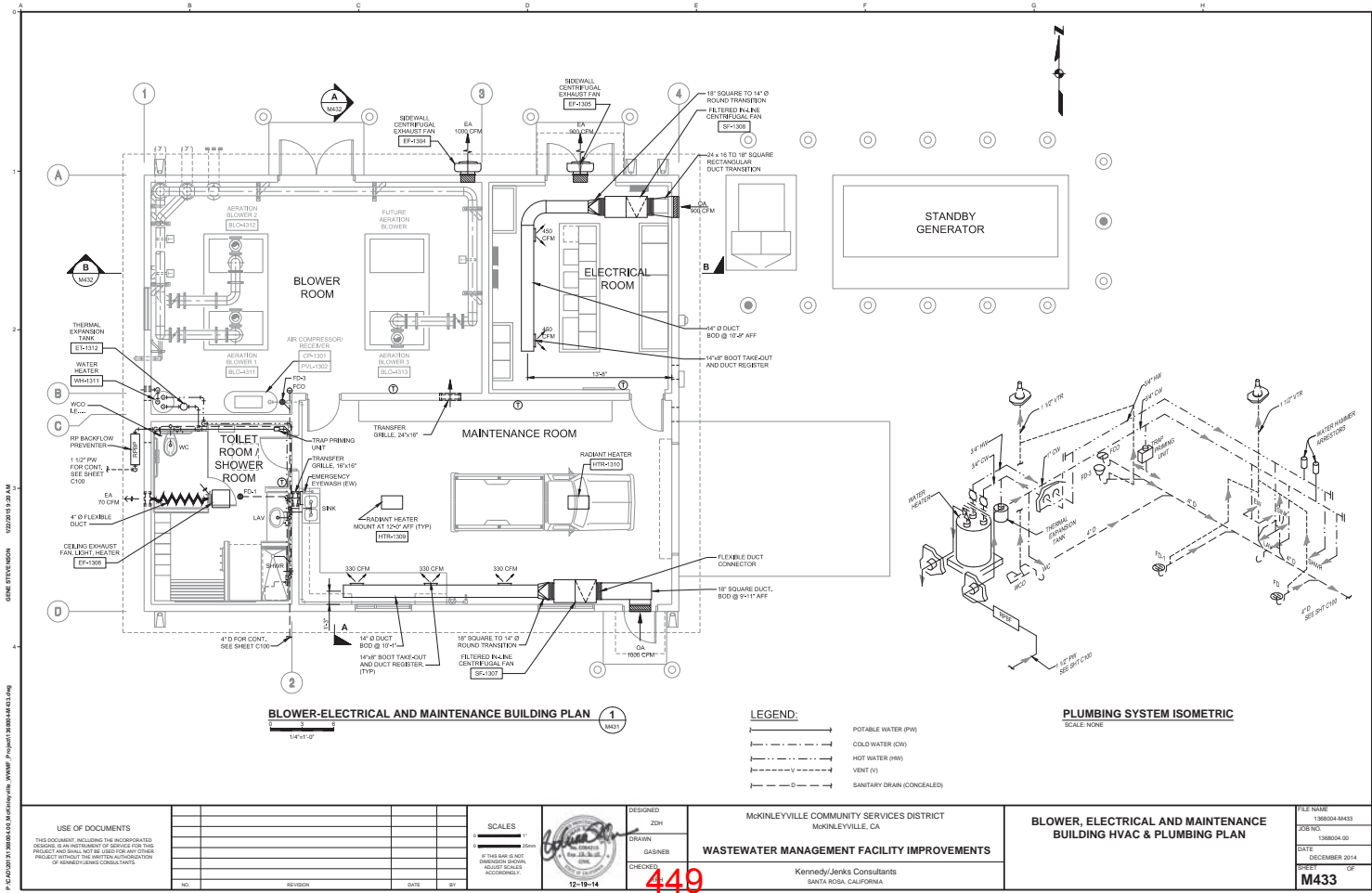
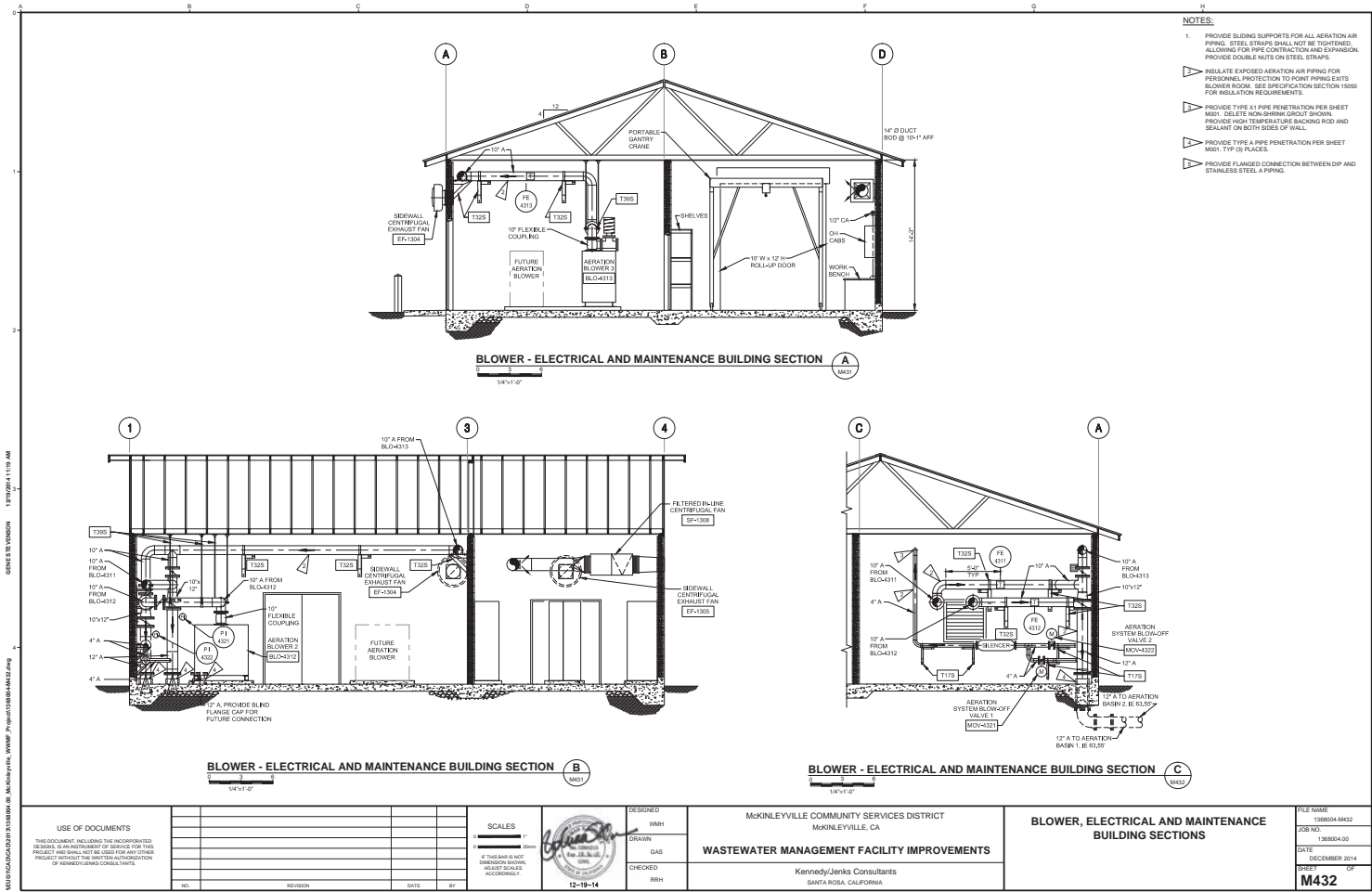


USE OF DOCUMENTS								DESIGNED WMH				MCKINLEYVILLE COMMUNITY SERVICES DISTRICT MCKINLEYVILLE, CA				FACTOR WASTE RECEIVING STATION SECTIONS				FILE NAME 1369004.M272	
THIS DOCUMENT INCLUDING THE INCORPORATED DESIGNS IS AN INSTRUMENT OF SERVICE FOR THIS PROJECT AND SHALL NOT BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN CONSENT OF KENNEDY/JERKS CONSULTANTS.								DESIGN GAS				WASTEWATER MANAGEMENT FACILITY IMPROVEMENTS								JOB NO. 1369004.DWG	
								CHECKED BRH				Kennedy/Jerks Consultants SANTA ROSA, CALIFORNIA								DATE DECEMBER 2014	
NO. REVISION DATE BY																				SHEET M272 OF	

[illegible]









# HVAC NOTES:

1. ALL DUCTWORK INSTALLATION SHALL BE IN ACCORDANCE WITH ALL APPLICABLE CODES, SPECIFICATIONS, LOCAL ORDINANCES AND INDUSTRY STANDARDS. DUCT SHALL BE SIZED IN ACCORDANCE WITH CHAPTER 17 OF THE CALIFORNIA MECHANICAL CODE.
2. COORDINATE EXACT LOCATION OF EQUIPMENT PENETRATIONS THROUGH ROOF, FLOORS, AND WALLS WITH ARCHITECTURAL AND STRUCTURAL DRAWINGS PRIOR TO SHOP DRAWING SUBMITTAL.
3. COORDINATE HVAC SYSTEMS WITH WORK OF OTHER SYSTEMS AND TRADES PRIOR TO ANY FABRICATION OR INSTALLATION. PROVIDE ALL FITTINGS, OFFSETS AND TRANSITIONS AS REQUIRED FOR A COMPLETE WORKABLE INSTALLATION.
4. COORDINATE LOCATIONS, FINISH AND PAINT COLOR OF ALL HVAC DIFFUSERS, REGISTERS AND GRILLES IN ROOMS WITH GYPSUM BOARD HARD-LED CEILING WITH ARCHITECTURAL FINISH SCHEDULE.
5. PROVIDE ACoustical LINING FOR ALL OUTDOORS INSTALLED UP TO 1' DOWNSTREAM OF WEAT PUMP, AIR CONDITIONING UNITS, AND OTHER AIR HANDLING EQUIPMENT.
6. HVAC SYSTEMS SHALL BE TESTED & BALANCED TO PROVIDE THE AIRFLOWS NOTED ON THE DRAWINGS TO THE ACCURACY NOTED IN SECTION 19050.
7. ALL EQUIPMENT SHALL BE INSTALLED IN STRICT ACCORDANCE WITH THE EQUIPMENT MANUFACTURERS RECOMMENDATION AND APPLICABLE CODES.
8. OUTSIDE AIR AND RETURN AIR SYSTEMS INTO HVAC EQUIPMENT SHALL INCLUDE FILTERS WITH MERV-8, OR GREATER, RATINGS.
9. FOR LOCATION OF LOUVERS SEE ARCHITECTURAL AND STRUCTURAL DRAWINGS.
10. ALL EXPOSED AIR DUCTS SHALL BE SPIRAL GALVANIZED STEEL ARCHITECTURAL FINISH WITH GALVANIZED STEEL ATTACHMENT RODS AND STRAPS. INSTALLATION SHALL BE IN ACCORDANCE WITH INDUSTRY STANDARDS FOR EXPOSED ARCHITECTURAL DUCTING.

FAN SCHEDULE									
NO.	UNIT NO.	LOCATION	AREA SERVED	CFM	ESP. "wg	HP	FAN RPM	FAN TYPE	ELECTRICAL SERVICE
1	EF-1504	BLOWER, ELEC AND MAINT. BLDG	BLOWER ROOM	1,000	0.50	1/8	1,140	CENTRIFUGAL EXHAUST FAN	120/180
2	EF-1505	BLOWER, ELEC AND MAINT. BLDG	ELECTRICAL ROOM	900	0.40	1/8	1,140	CENTRIFUGAL EXHAUST FAN	120/180
3	EF-1506	BLOWER, ELEC AND MAINT. BLDG	TOILET ROOM	70	0.15	3/32	900	CENTRIFUGAL EXHAUST FAN	120/180
4	BF-1507	BLOWER, ELEC AND MAINT. BLDG	MAINTENANCE ROOM	1,000	0.25	1/4	1,140	FILTERED, IN-LINE CENTRIFUGAL FAN	120/180
5	BF-1508	BLOWER, ELEC AND MAINT. BLDG	ELECTRICAL ROOM	900	0.25	1/8	880	FILTERED, IN-LINE CENTRIFUGAL FAN	120/180

- NOTES:**
1. PROVIDE ACCESSORY FILTER BOX
  2. THERMOSTATICALLY CONTROLLED
  3. OPERATE FROM LIGHT SWITCH
  4. MANUAL, TIMER SWITCH
  5. PROGRAMMABLE TIMER
  6. NOT USED
  7. PROVIDE ACCESSORY VARIABLE SPEED CONTROLLER
  8. PROVIDE INTEGRAL BACKDRAFT DAMPER
  9. UNIT TO INCLUDE 100-WATT LAMP, 1300-WATT HEATER

# HEATING EQUIPMENT SCHEDULE

UNIT NO.	LOCATION	AREA SERVED	RATING KW	ELECTRICAL SERVICE	MAIN BREAKER	NOTES
HTR-1309	BLOWER, ELEC AND MAINT. BLDG	MAINTENANCE ROOM	1.5	120 V/1Ø	20 A	1
HTR-1310	BLOWER, ELEC AND MAINT. BLDG	MAINTENANCE ROOM	1.5	120 V/1Ø	20 A	1

**NOTE(S):** 1. THERMOSTAT CONTROL, HEATING DESIGN SET POINT 49°F

# PLUMBING NOTES:

1. PLUMBING LAYOUT IS DIAGRAMMATIC AND DOES NOT SHOW ALL DETAILS OR FITTINGS REQUIRED FOR A COMPLETE INSTALLATION.
2. INSTALL ALL PIPING TO AVOID ARCHITECTURAL OPENINGS, STRUCTURAL MEMBERS, FIXTURES AND OTHER OBSTRUCTIONS.
3. THERE SHALL BE NO DIRECT CONTACT BETWEEN PIPES AND HANGER STRAPS OR BUILDING CONSTRUCTION. SEPARATE PIPES FROM HANGERS/BUILDING CONSTRUCTION USING HAIR FET OF NOT LESS THAN 1/2" THICKNESS.
4. OBTAIN ROUND-IN DATA AND DIMENSIONS OF ALL SINKS AND PLUMBING FIXTURES TO BE SET WITHIN COUNTERTOPS.
5. INSTALL IN ACCORDANCE WITH CALIFORNIA MECHANICAL AND PLUMBING CODES AND LOCAL AMENDMENTS.
6. WHERE STOPS ARE NOT INTEGRAL PARTS OF PLUMBING FIXTURES, PROVIDE ISOLATION VALVES ON ALL HOT AND COLD WATER SUPPLY PIPING. VALVES SHALL BE ACCESSIBLE FROM THE OCCUPIED SPACE.
7. INSPECTION AND TESTING SHALL BE IN ACCORDANCE WITH LOCALLY RECOGNIZED PLUMBING CODES.
8. PIPE SIZES FOR HOT AND COLD WATER SUPPLY CONNECTIONS, SANITARY DRAIN AND VENT CONNECTIONS ARE SHOWN ON FIXTURE SCHEDULE.

PLUMBING FIXTURE SCHEDULE									
PLUMBING FIXTURE	DESCRIPTION	PLUMBING CONNECTION				NOTES			
		COLD WATER	HOT WATER	DRAIN	VENT				
UTILITY SINK (EWS)	SELF-RIMMING, DOUBLE-COMPARTMENT, 316 STAINLESS STEEL SINK, 17" X 21" BOWL, 1 1/2" DEPTH WITH DISCHARGE, COCKEWECK FAUCET	1/2"	1/2"	1 1/2"	1 1/2"	1			
EMERGENCY EYEWASH/SHOWER	BASE MOUNT, GALV. STEEL, EPOXY-COATED STANCHION, STAINLESS STEEL FACE BOWL, PLASTIC SHOWERHEAD	1 1/4"	-	-	-	2			
EMERGENCY EYEWASH (EW)	DECK MOUNT, 8" BORE, RIGHT HAND MOUNTING, DUAL SPRAY HEAD W/ DUST COVERS, AUTO-FLOW	1/2"	-	-	-	4			
STORAGE WATER HEATER (WH-1311)	20-GALLON, ELECTRIC STORAGE, GLASS-LINED, 2 ELEMENT, 4000 W, 460000 BTU ENERGY FACTOR	3/4"	3/4"	3/4"	-	3			
FLOOR DRAIN (FD-1)	C/BODY, ADJ. CLAMP/COLLAR, 6" Ø STRAINER	-	-	3"	1 1/2"				
FUNNEL DRAIN (FD-3)	C/BODY, 7" Ø FUNNEL	-	-	3"	1 1/2"				
THERMAL EXPANSION TANK (ET-1312)	150 PSI RATED, 3.1 GAL CAPACITY, 1.3 GAL ACCEPTANCE	3/4"	-	-	-				
WATER CLOSET (WC)	WHITE VITREOUS CHINA, FLOOR MOUNT, TOP SPRID, SIPHON-JET FLUSH, 1.6 GPF FLUSH VALVE	1 1/4"	-	3"	1 1/2"				
LAVATORY (LAV)	COUNTERTOP ADA WHITE VITREOUS CHINA, SELF-RIMMING, W/ DRAIN, TRAP, AND ANGLE STOP, 0.55 GPM FAUCET (BRILL - HANDLE, TEMPERING VALVE)	1/2"	1/2"	1 1/2"	1 1/2"	1			
SHOWER (SHWR)	1.5 GPM SHOWER FAUCET WITH 88-INCH-5, 5/8" FUNCTION TRANSFER VALVE, SHOWER HEAD, LEVER HANDLES, ANTI-SCALD VALVE, CHECK STOP, GRAB BAR	1/2"	1/2"	2"	1 1/2"				
BACKFLOW PREVENTER	LEAD-FREE, BRONZE, REDUCED PRESSURE ASSEMBLY WITH BALL VALVES AND STRAINER	AS NOTED	-	-	-				

- NOTES:**
1. EQUIP WITH MANFOLD DRAIN OUTLET AND SINGLE TRAP
  2. LOCATED AT CALCIUM HYDROXIDE STORAGE FACILITY. SEE DRAWING M411
  3. STORAGE WATER HEATER DRAIN SHALL BE ROUTED ABOVE GRADE THROUGH EXTERIOR WALL
  4. DRAINS TO UTILITY SINK

# USE OF DOCUMENTS

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# SCALES

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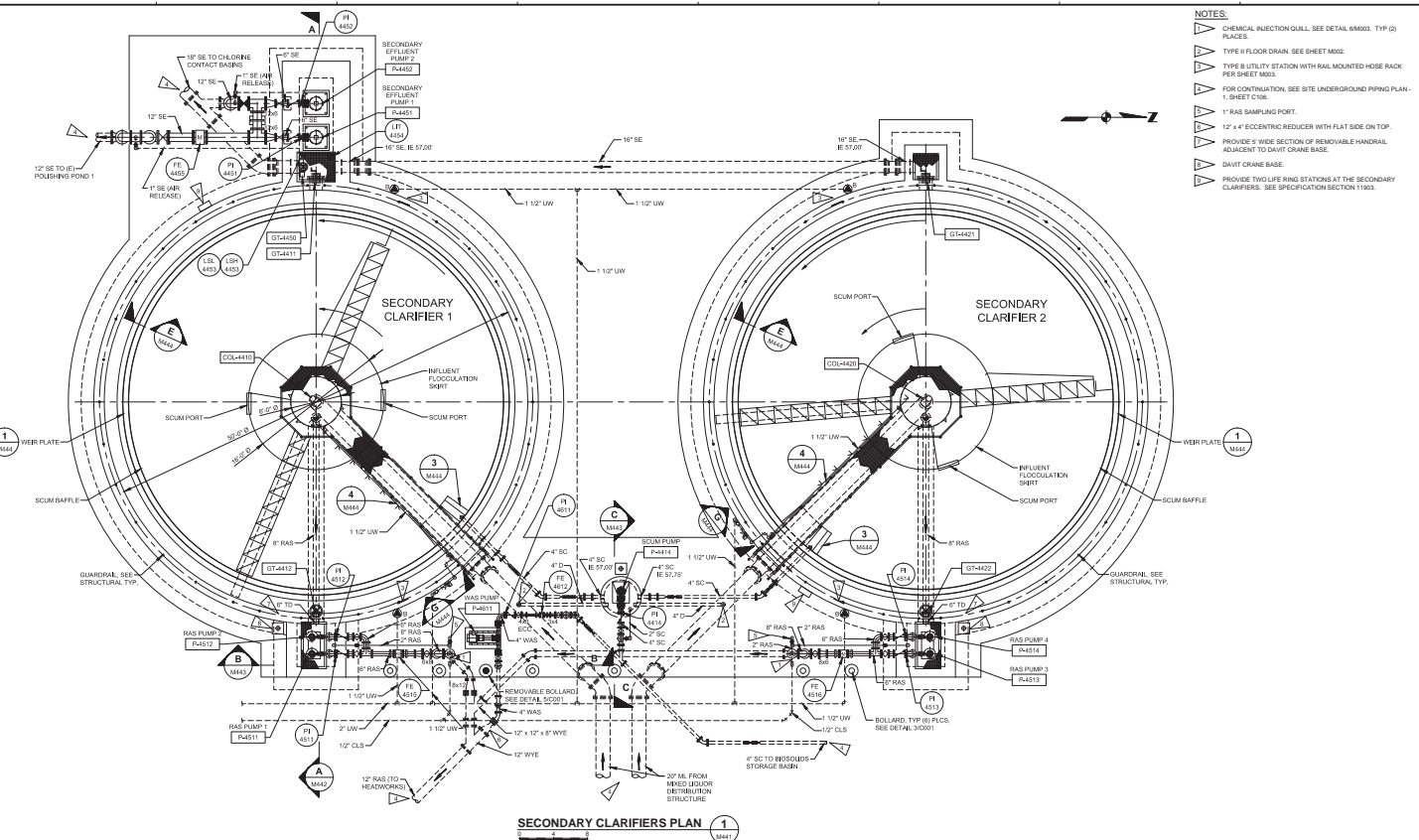


DESIGNED: VMH  
DRAWN: GAS  
CHECKED: RHH

McKINLEYVILLE COMMUNITY SERVICES DISTRICT  
McKINLEYVILLE, CA  
**WASTEWATER MANAGEMENT FACILITY IMPROVEMENTS**  
Kennedy/Jenks Consultants  
SANTA ROSA, CALIFORNIA

# PLUMBING AND HVAC EQUIPMENT SCHEDULES

FILE NAME: 1306004-M434  
JOB NO.: 1306004-03  
DATE: DECEMBER 2014  
SHEET: 450 OF M434



- NOTES:**
1. CHEMICAL INJECTION GULL, SEE DETAIL 84003, TYP (2) PLACES
  2. TYPE II FLOOR DRAIN, SEE SHEET M405
  3. TYPE B UTILITY STATION WITH RAIL MOUNTED HOSE RACK, PER SHEET M403
  4. FOR CONTINUATION, SEE SITE UNDERGROUND PIPING PLAN, 1 SHEET C106
  5. 1" RAS SAMPLING PORT
  6. 12" x 4" ECCENTRIC REDUCER WITH FLAT SIDE ON TOP
  7. PROVIDE 3" WIDE SECTION OF REMOVABLE HANDRAIL ADJACENT TO DAVIT CRANE BASE
  8. DAVIT CRANE BASE
  9. PROVIDE TWO LIFE RING STATIONS AT THE SECONDARY CLARIFIERS. SEE SPECIFICATION SECTION 11003

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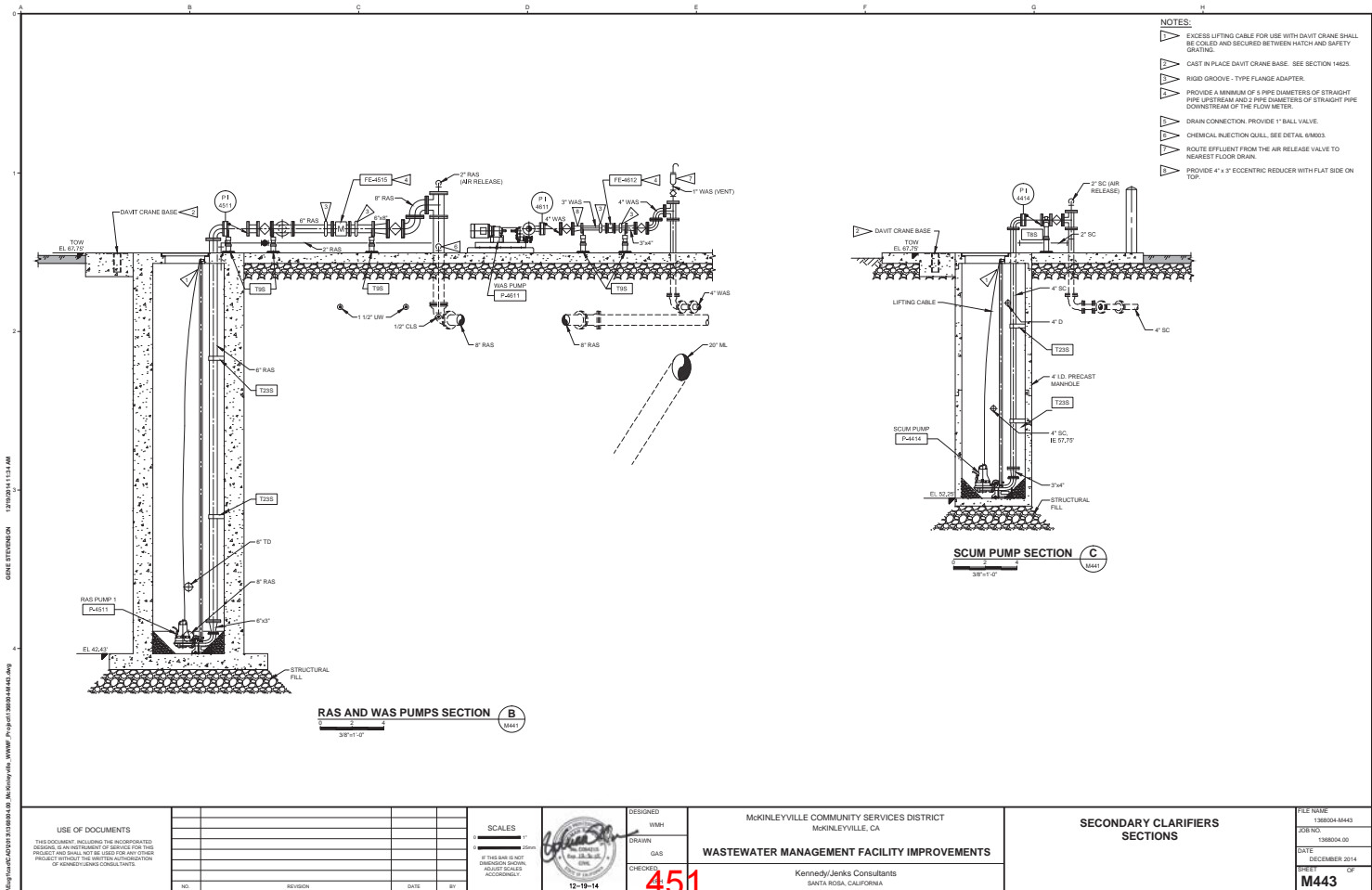
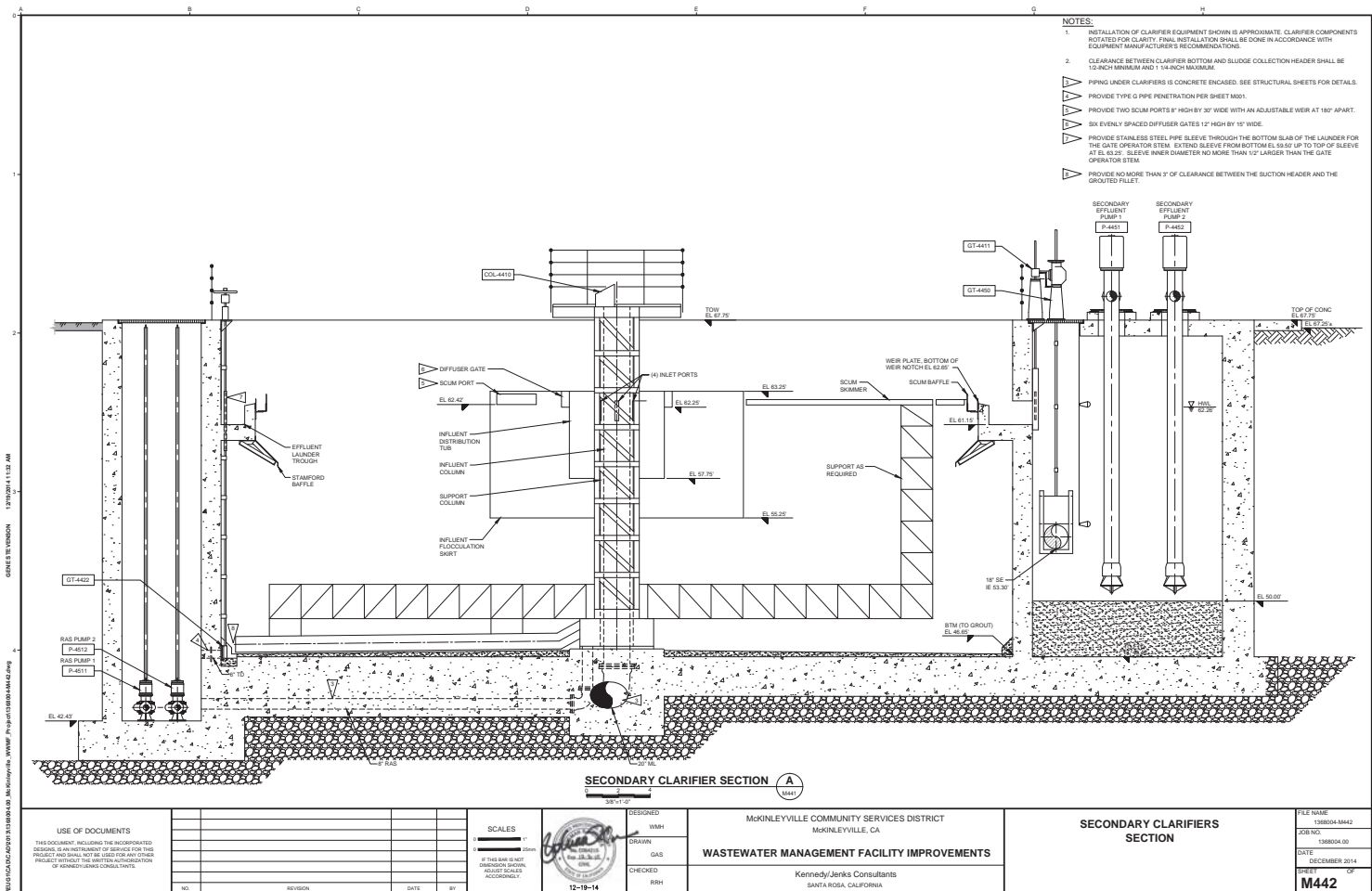


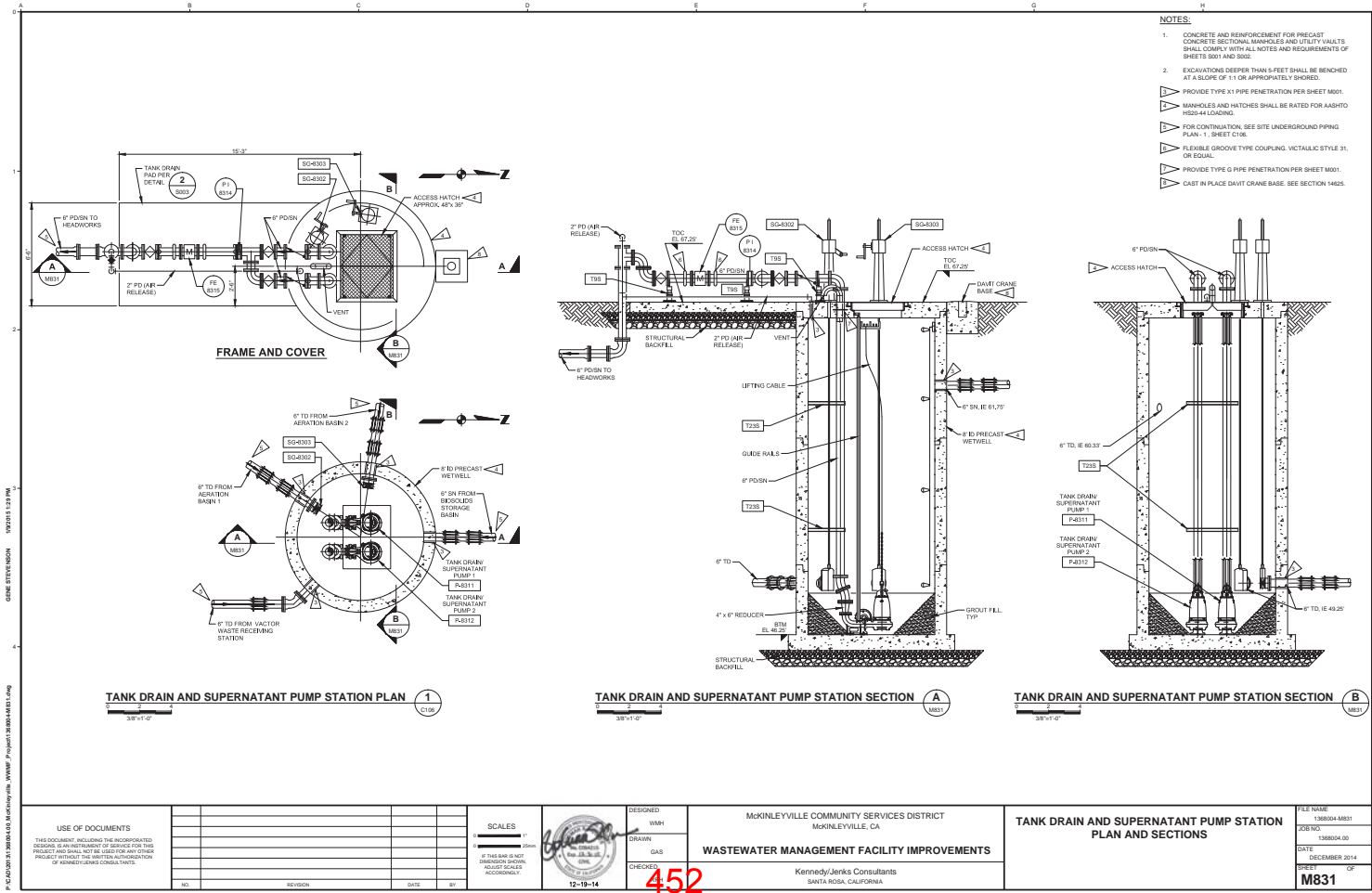
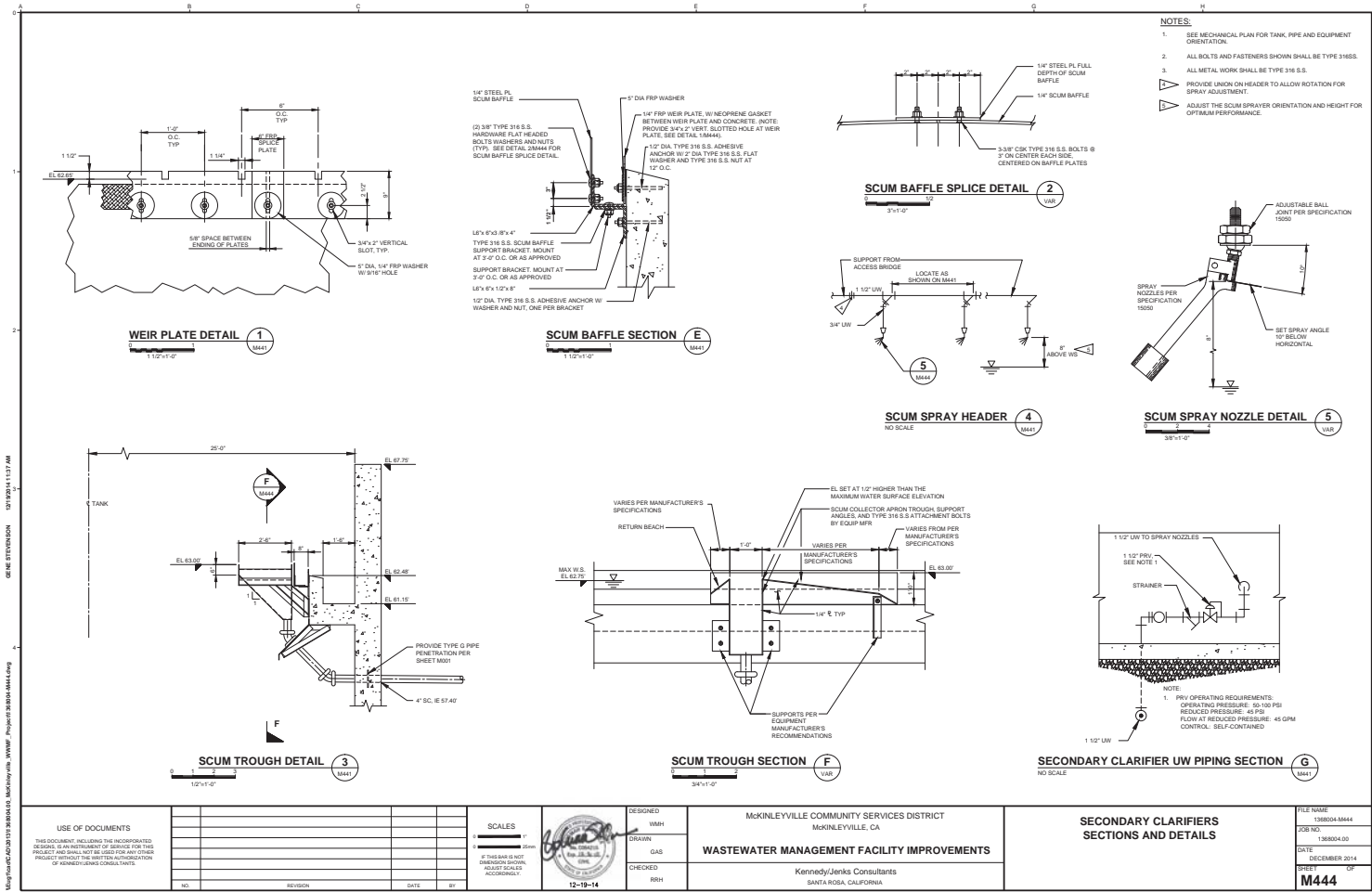
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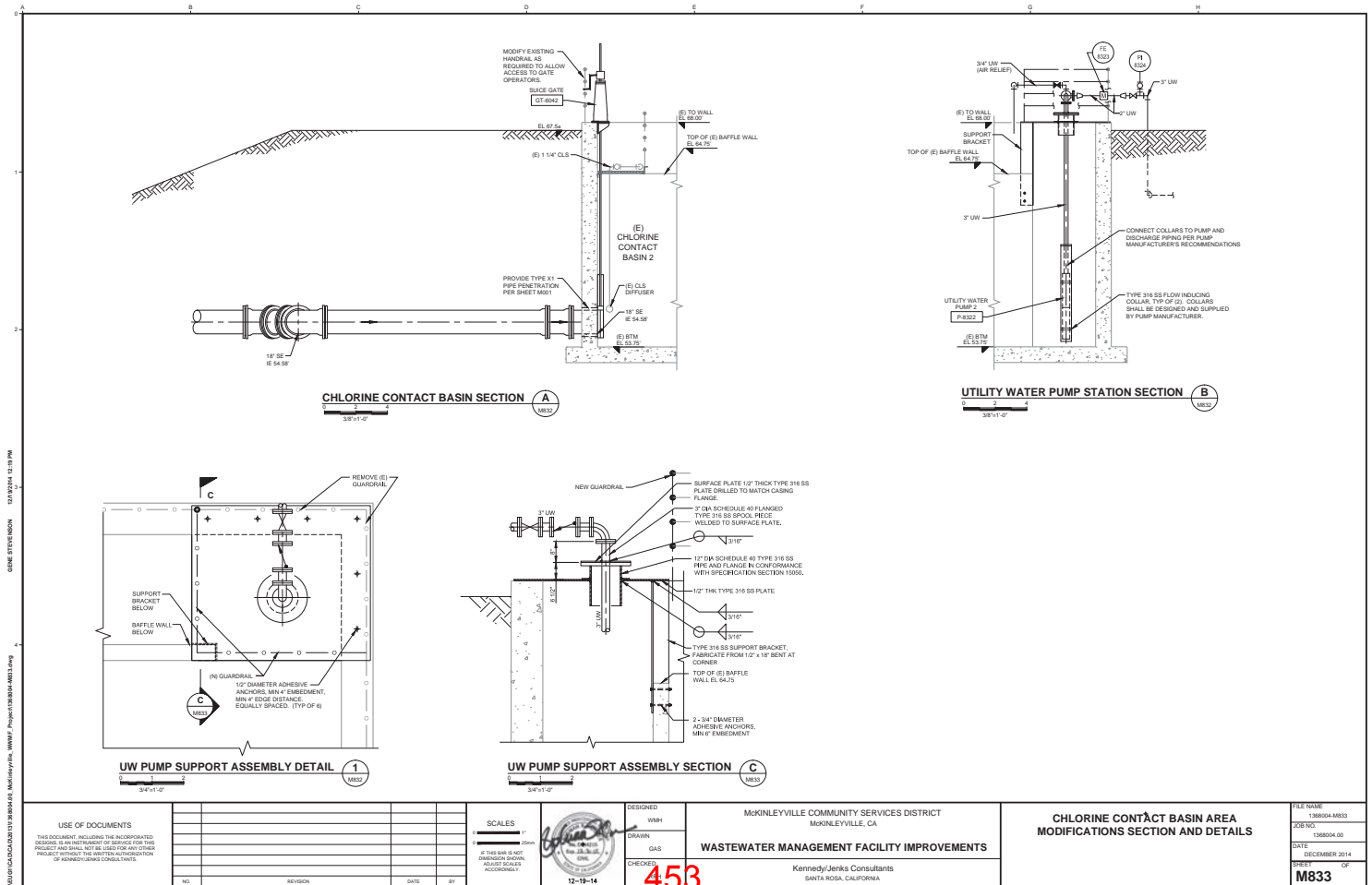
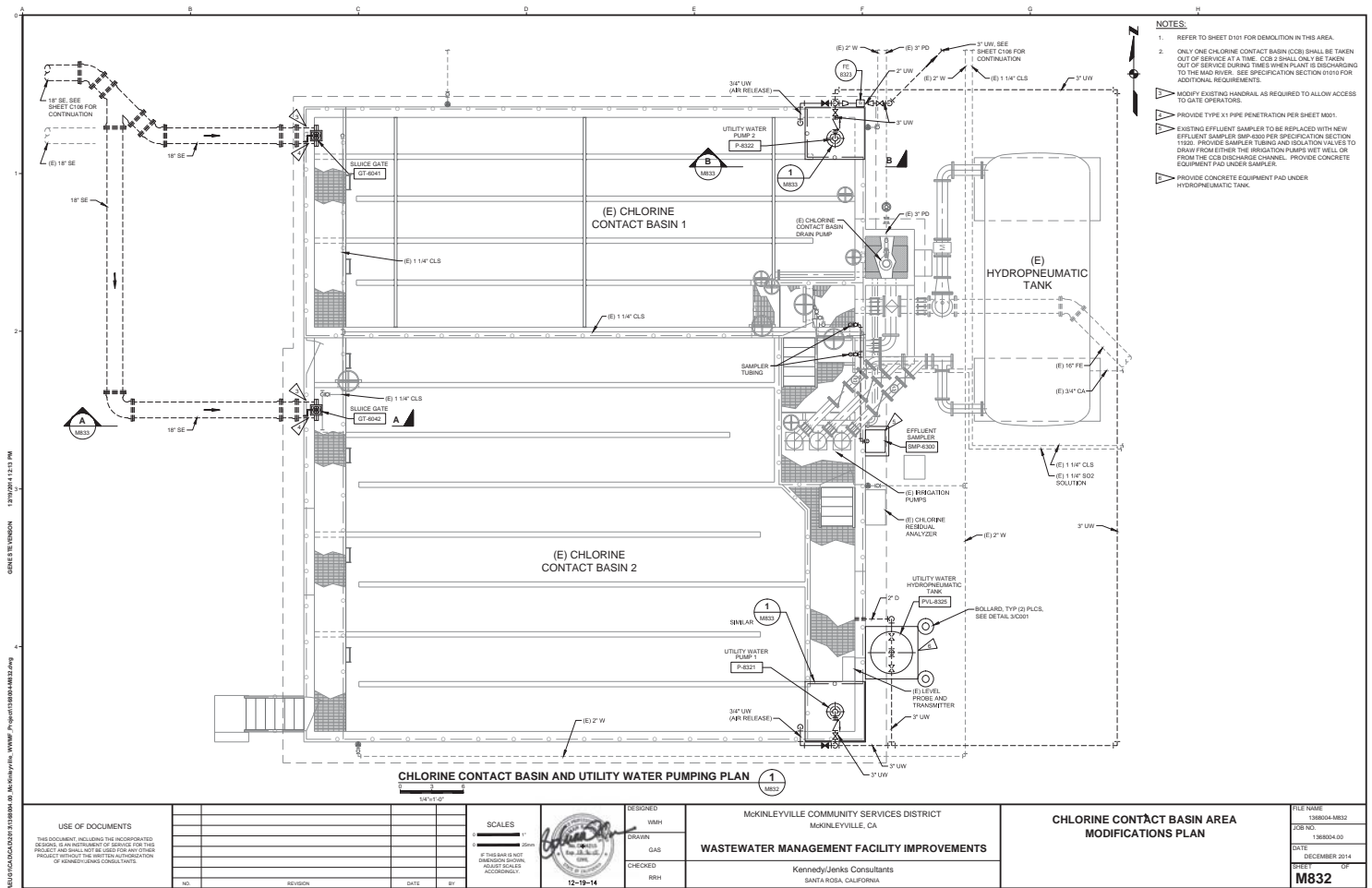
McKINLEYVILLE COMMUNITY SERVICES DISTRICT  
McKINLEYVILLE, CA  
**WASTEWATER MANAGEMENT FACILITY IMPROVEMENTS**  
Kennedy/Jenks Consultants  
SANTA ROSA, CALIFORNIA

# SECONDARY CLARIFIERS PLAN

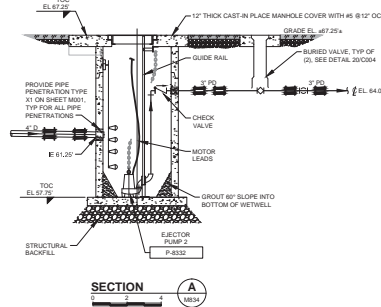
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JOB NO.: 1306004-03  
DATE: DECEMBER 2014  
SHEET: 450 OF M441





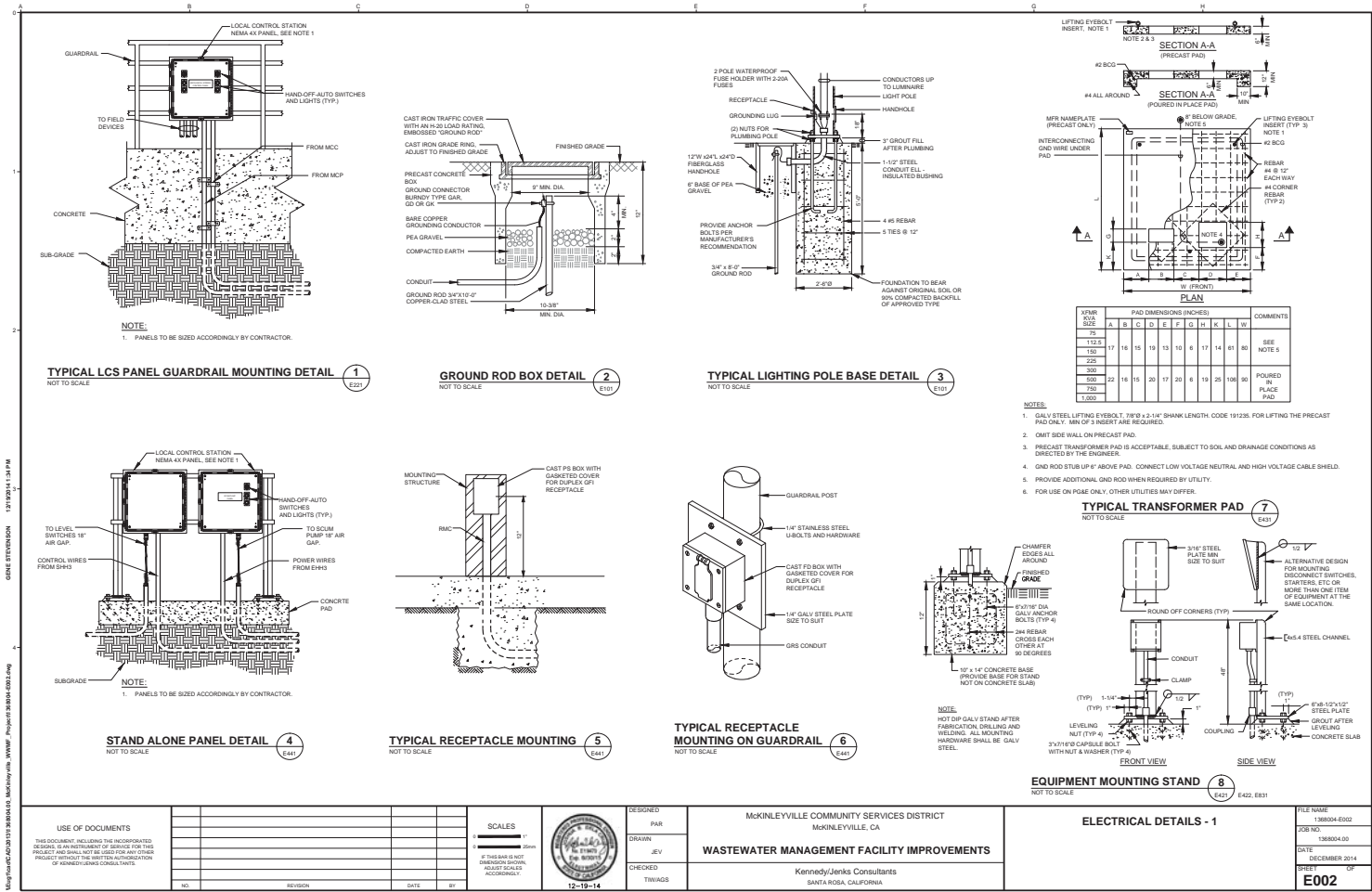






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JOB NO. 1368004.00
DATE DECEMBER 2014
SHEET OF <b>M834</b>

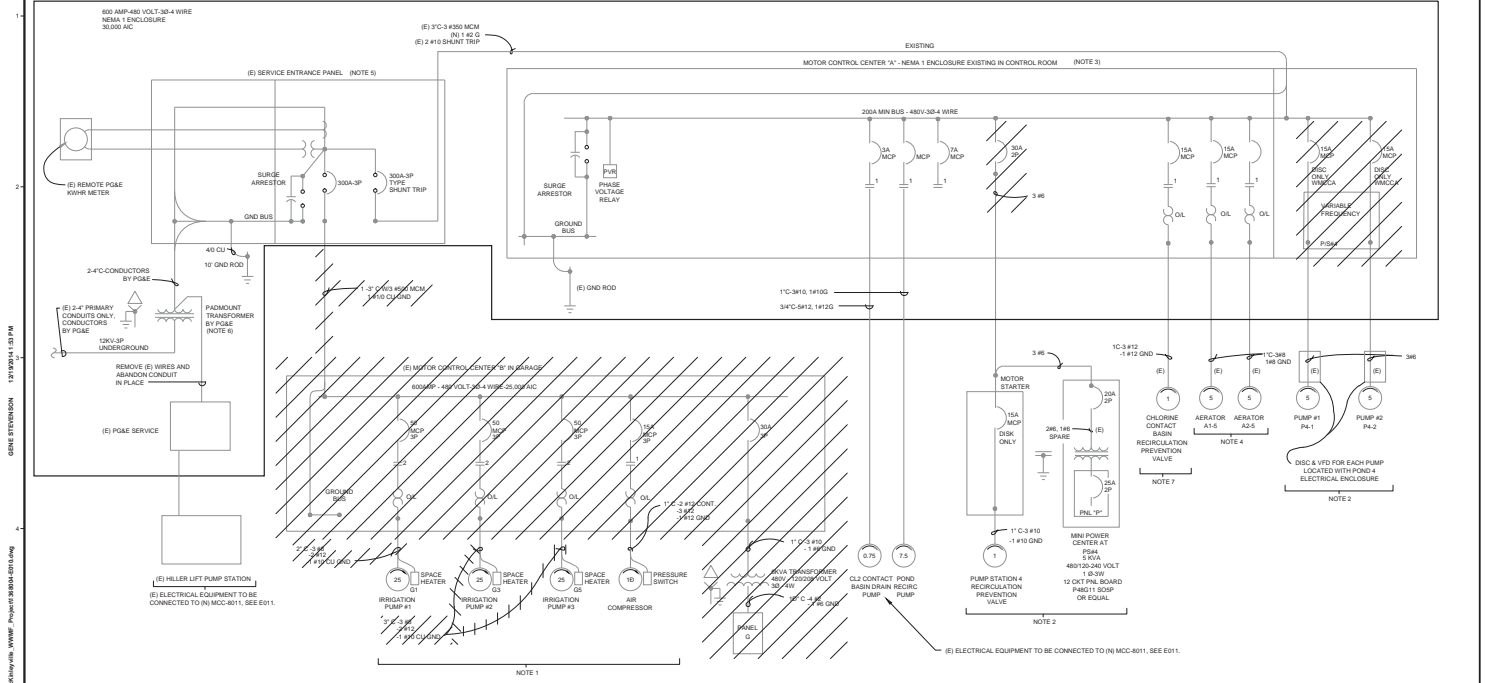
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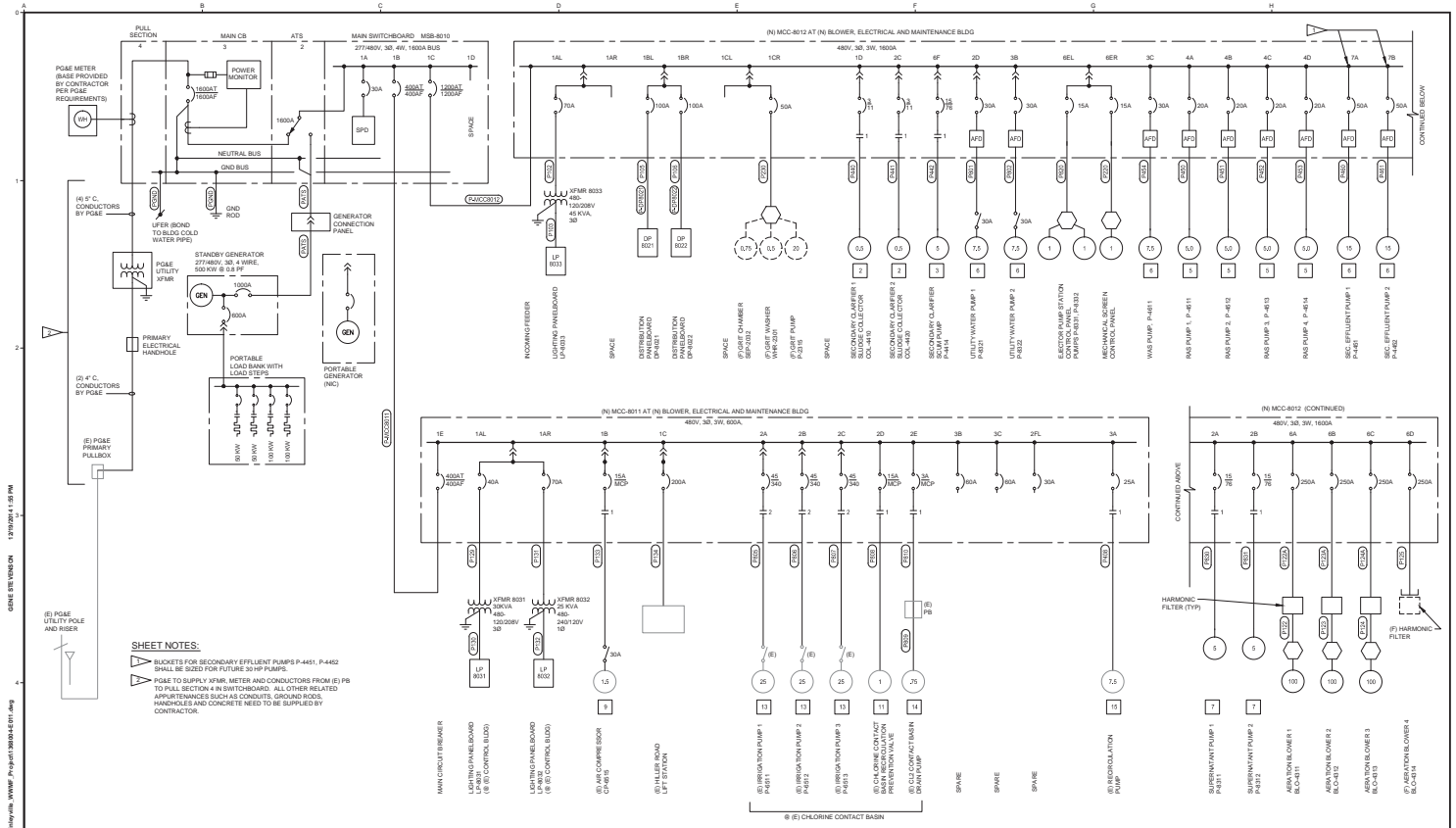
# NOTES:

1. DISCONNECT IRRIGATION PUMPS AND COMPRESSOR FROM (E) MCC-A. CONNECT EQUIPMENT TO (N) MCC-B011. SEE E011.
2. DISCONNECT IRRIGATION STORAGE POND PUMPS, RECIRCULATION VALVE AND MIN-POWER CENTER FROM (E) MCC-A.
3. (E) MCC-A SHALL REMAIN DURING CONSTRUCTION FOR POWER TO TEMPORARY AERATORS. PROVIDE TEMPORARY POWER AS NEEDED TO THE MCC. MCC SHALL BE DEMOLISHED AFTER NEW AERATION BASINS ARE CONSTRUCTED AND FULLY OPERATIONAL.
4. (E) AERATORS A1-1 THRU A1-4 AND A2-1 THRU A2-5 SHALL REMAIN IN OPERATION DURING CONSTRUCTION. (E) AERATORS SHALL BE DISCONNECTED AND REMOVED AFTER NEW AERATION BASINS ARE CONSTRUCTED AND FULLY OPERATIONAL.
5. SERVICE SHALL BE REMOVED AFTER NEW CONSTRUCTION IS COMPLETE.
6. TRANSFORMER TO BE REMOVED BY POGE.
7. DISCONNECT CHLORINE CONTACT BASIN RECIRCULATION VALVE FROM (E) MCC-A. CONNECT EQUIPMENT TO (N) MCC-B011.

ELECTRICAL EQUIPMENT TO BE REMOVED AFTER CONSTRUCTION IS COMPLETE. (SEE NOTES 3, 4, 5 AND 6)

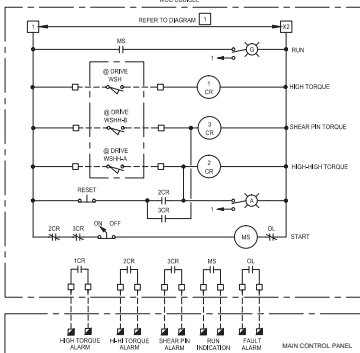
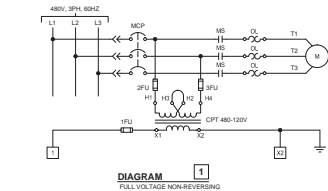


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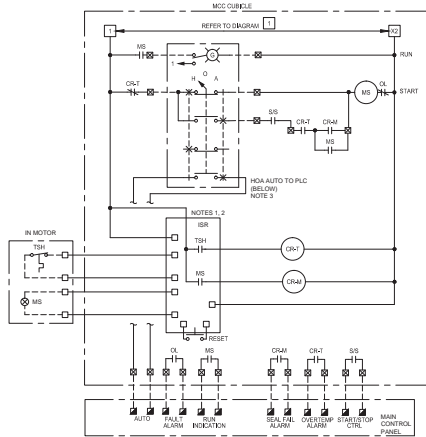


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McKinleyville Community Services District, McKinleyville, WAWS Project 130004-001.dwg 12/19/2014 4:09 PM

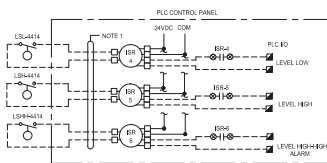


DESCRIPTION	EQUIP. NOS.
SECONDARY CHAMBER COLLECTOR DRIVE	COL-410, COL-409



DESCRIPTION	EQUIP. NOS.
SECONDARY CHAMBERS SUMP PUMP	P-4410

- NOTES:
1. ADJUST WIRING AS REQUIRED TO MEET PUMP SUPPLIER'S RECOMMENDED PUMP PROTECTION REQUIREMENTS.
  2. RESET BUTTON LOCATED ON MCC CUBICLE DOOR.
  3. HDA AND RUN LIGHT LOCATED NEAR PUMP.



DESCRIPTION	EQUIP. NOS.
LEVEL SWITCH WIRING	P-4411

- NOTE:
1. INTRINSIC SAFETY WIRING TO BE ISOLATED FROM ALL OTHER WIRE IN ITS OWN CONDUIT. PUT RED BARRIERS TAPE AROUND (OR RELAY WIRING AND CONDUIT IN CONTROL PANEL TO DESIGNATE INTRINSICALLY SAFE BARRIER AREA.

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NO.	REVISION	DATE	BY

SCALES
1" = 1'0"
IF THIS BAR IS NOT SHOWN, SCALE ADJUST SCALES ACCORDINGLY

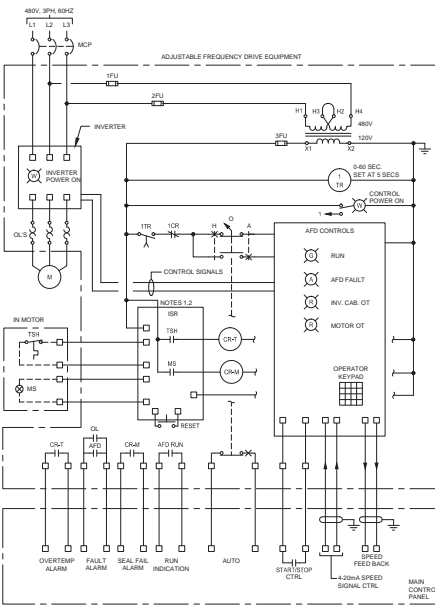


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McKINLEYVILLE COMMUNITY SERVICES DISTRICT  
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**WASTEWATER MANAGEMENT FACILITY IMPROVEMENTS**  
Kennedy/Jenks Consultants  
SANTA ROSA, CALIFORNIA

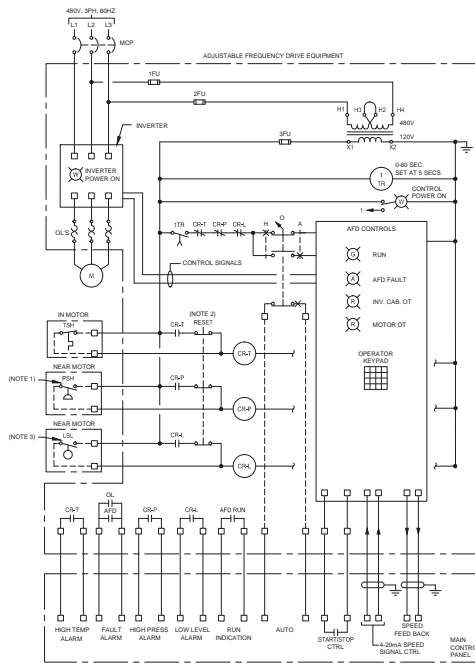
#### ELEMENTARY DIAGRAMS SHEET 1

FILE NAME	130004-0001
JOB NO.	130004-00
DATE	DECEMBER 2014
SHEET	OF
<b>E021</b>	



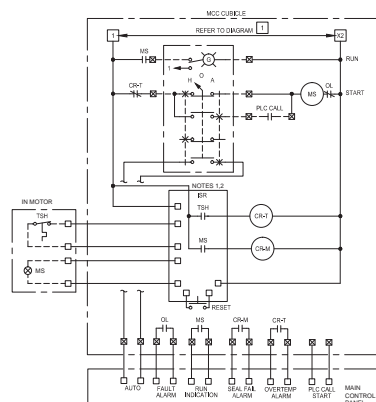
DESCRIPTION	EQUIP. NOS.
WAS PUMP	P-4011, P-4012, P-4013, P-4014

- NOTES:
1. ADJUST WIRING AS REQUIRED TO MEET PUMP SUPPLIER'S RECOMMENDED PUMP PROTECTION REQUIREMENTS.
  2. RESET BUTTON LOCATED ON MCC CUBICLE DOOR.



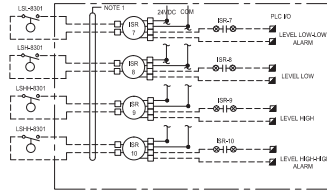
DESCRIPTION	EQUIP. NOS.
WAS PUMP	P-4011
SECONDARY EFFLUENT PUMPS	P-4001, P-4002
UTILITY WATER PUMPS	P-4003, P-4004

- NOTES:
1. PSH NOT REQUIRED FOR SECONDARY EFFLUENT PUMPS & UTILITY WATER PUMPS.
  2. RESET BUTTON LOCATED ON MCC CUBICLE DOOR.
  3. LSL NOT REQUIRED FOR SECONDARY EFFLUENT PUMPS & WAS PUMP.



DESCRIPTION	EQUIP. NOS.
TOON PUMPS	P-4011, P-4012

- NOTES:
1. ADJUST WIRING AS REQUIRED TO MEET PUMP SUPPLIER'S RECOMMENDED PUMP PROTECTION REQUIREMENTS.
  2. RESET BUTTON LOCATED ON MCC CUBICLE DOOR.



DESCRIPTION	EQUIP. NOS.
LEVEL SWITCH WIRING	P-4011, P-4012

- NOTE:
1. INTRINSIC SAFETY WIRING TO BE ISOLATED FROM ALL OTHER WIRE IN ITS OWN CONDUIT. PUT RED BARRIERS TAPE AROUND (OR RELAY WIRING AND CONDUIT IN CONTROL PANEL TO DESIGNATE INTRINSICALLY SAFE BARRIER AREA.

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TWINGS

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McKINLEYVILLE, CA  
**WASTEWATER MANAGEMENT FACILITY IMPROVEMENTS**  
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SANTA ROSA, CALIFORNIA

#### ELEMENTARY DIAGRAMS SHEET 2

FILE NAME	130004-0002
JOB NO.	130004-00
DATE	DECEMBER 2014
SHEET	OF
<b>E022</b>	



McKinleyville Community Services District, McKinleyville, WWSMP, Project 1300004-0003, 12/19/2014, 1:00 PM

McKinleyville Community Services District, McKinleyville, WWSMP, Project 1300004-0003, 12/19/2014, 1:00 PM

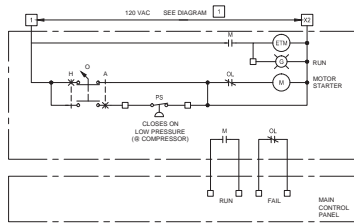


DIAGRAM 9

DESCRIPTION	EQUIP. NO.
AIR COMPRESSOR	-

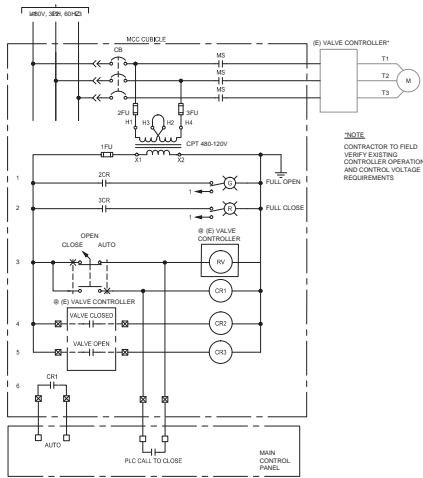


DIAGRAM 11

DESCRIPTION	EQUIP. NO.
(E) CHLORINE CONTACT BASIN PREVENTION VALVE	-

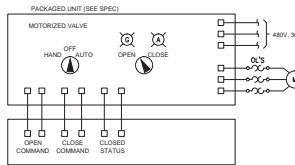


DIAGRAM 12

DESCRIPTION	EQUIP. NO.
MOTOR OPERATED VALVES	-

#### USE OF DOCUMENTS

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NO.	REVISION	DATE	BY

#### SCALES

IF THIS BAR IS NOT PRESENT, SCALE ADJUST SCALES ACCORDINGLY.



DESIGNED: JBC  
DRAWN: J.L.  
CHECKED: TWANGS

McKINLEYVILLE COMMUNITY SERVICES DISTRICT  
McKINLEYVILLE, CA  
**WASTEWATER MANAGEMENT FACILITY IMPROVEMENTS**  
Kennedy/Jenks Consultants  
SANTA ROSA, CALIFORNIA

#### ELEMENTARY DIAGRAMS SHEET 3

FILE NAME: 1300004-0003  
JOB NO.: 1300004-00  
DATE: DECEMBER 2014  
SHEET: 03  
**E023**

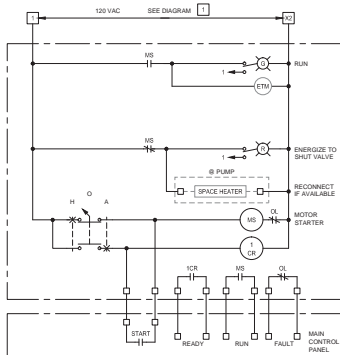


DIAGRAM 13

DESCRIPTION	EQUIP. NO.
(E) IRRIGATION PUMP 1	P4011
(E) IRRIGATION PUMP 2	P4012
(E) IRRIGATION PUMP 3	P4013

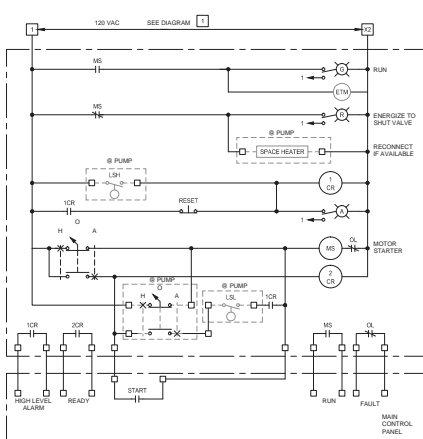


DIAGRAM 14

DESCRIPTION	EQUIP. NO.
(E) CHLORINE DRAIN PUMP	-

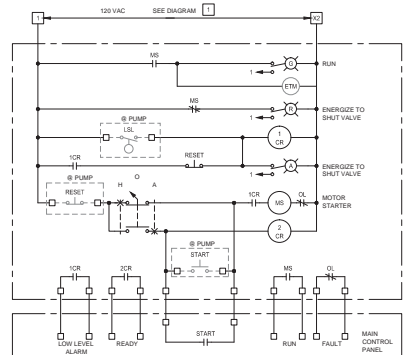


DIAGRAM 15

DESCRIPTION	EQUIP. NO.
(E) RECIRCULATION PUMP	-

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DRAWN: J.L.  
CHECKED: TWANGS

McKINLEYVILLE COMMUNITY SERVICES DISTRICT  
McKINLEYVILLE, CA  
**WASTEWATER MANAGEMENT FACILITY IMPROVEMENTS**  
Kennedy/Jenks Consultants  
SANTA ROSA, CALIFORNIA

#### ELEMENTARY DIAGRAMS SHEET 4

FILE NAME: 1300004-0004  
JOB NO.: 1300004-00  
DATE: DECEMBER 2014  
SHEET: 04  
**E024**

CONDUIT AND WIRE SCHEDULE - 1							
TAG	FROM	TO	CONDUIT	POWER	CONTROL	SIGNAL	NOTE S
4200 RE-ADDITIONS POINT 1							
S200	MAIN CONTROL PANEL	REPLACEMENT AIR TRANSMITTER #1-2001	1"	37912, 38150		3818 TSP	
S201	SCHEM CONTROL PANEL PH-2210	LEVEL ELEMENT LE-2210A	3/4"				VENDOR CABLE
S202	SCHEM CONTROL PANEL PH-2210	LEVEL ELEMENT LE-2210B	3/4"				VENDOR CABLE
S203	MAIN CONTROL PANEL	HEADQUARTS AREA	1"				SEPAR. STUD AT 12" AND CAP. EMPTY FOR FUTURE USE
S206	MAIN CONTROL PANEL	FILLER GRT CONTROL AREA	1"				EMPTY FOR FUTURE USE
S207	MAIN CONTROL PANEL	FILLER GRT CONTROL AREA	1"				EMPTY FOR FUTURE USE
S209	MAIN CONTROL PANEL	FILLER GRT CONTROL AREA	1"				EMPTY FOR FUTURE USE
4300 RE-BLATION BASINS							
S101	PH-011	1A FLOW/MOVEMENT AT AERATION BASIN 1	2"	37912, 38150			
S102	PH-011	1A FLOW/MOVEMENT AT AERATION BASIN 2	2"	37912, 38150			
S103	PH-011	1A FLOW/MOVEMENT AT AERATION BASIN 2	2"	37912, 38150			SEPAR.
S104	PH-011	1A FLOW/MOVEMENT AT AERATION BASIN 2	2"	37912, 38150			SEPAR.
S105	PH-011	1A FLOW/MOVEMENT AT AERATION BASIN 2	2"	37912, 38150			
S106	PH-011	1A FLOW/MOVEMENT AT AERATION BASIN 2	2"	37912, 38150			
S107	PH-011	1A FLOW/MOVEMENT AT AERATION BASIN 2	2"	37912, 38150			
S108	PH-011	1A FLOW/MOVEMENT AT AERATION BASIN 2	2"	37912, 38150			
S109	PH-011	1A FLOW/MOVEMENT AT AERATION BASIN 2	2"	37912, 38150			
S110	PH-011	1A FLOW/MOVEMENT AT AERATION BASIN 2	2"	37912, 38150			
S111	PH-011	1A FLOW/MOVEMENT AT AERATION BASIN 2	2"	37912, 38150			
S112	PH-011	1A FLOW/MOVEMENT AT AERATION BASIN 2	2"	37912, 38150			
S113	PH-011	1A FLOW/MOVEMENT AT AERATION BASIN 2	2"	37912, 38150			
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S252	PH-011	1A FLOW/MOVEMENT AT AERATION BASIN 2	2"	37912, 38150			
S253	PH-011	1A FLOW/MOVEMENT AT AERATION BASIN 2	2"	37912, 38150			

USE OF DOCUMENTS				SCALES				DESIGNED				CONDUIT AND WIRE SCHEDULE - 2				FILE NAME
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NO				REVISION				DATE				DATE				1308004.00
																DECEMBER 2014
																CP
																E032

LIGHTING PANEL (P-0031) @ CONTROL BUILDING										
209-120 VOLTS, THREE PHASE, 4 WIRE					BUDS: 275A      MANS: 200A/3P					
CKT. NO.	DESCRIPTION	CONNECTED			AMP/HP	CKT. NO.	DESCRIPTION	MOUNTING: SURFACE		
		KVA	A	C				KVA	A	C
1	1-ELF CONTROL TRAILER CL2 BASIN	0.1			209	4	1-ELF CONTROL BLDG LGHTS	1.0		
3	1-ELF CONTROL TRAILER CL2 BASIN		0.4		209	4	1-ELF CONTROL BLDG LGHTS		1.4	201
5	1-ELF POLE LGHTS @ CL2 BASIN			0.2	201	6	1-ELF CONTROL BLDG LGHTS			1.2
7	1-ELF POLE LGHTS @ CL2 BASIN			0.2	201	6	1-ELF CONTROL BLDG LGHTS			1.2
9	1-ELF POLE LGHTS @ CL2 BASIN			0.2	201	6	1-ELF CONTROL BLDG LGHTS			1.2
11	1-ELF HEATER LGHTS @ CL2 BASIN			0.4	201	10	1-ELF CONTROL BLDG LGHTS		1.0	201
13	1-ELF HEATER LGHTS @ CL2 BASIN			0.4	201	10	1-ELF CONTROL BLDG LGHTS		1.0	201
15	1-ELF HEATER LGHTS @ CL2 BASIN			0.4	201	14	1-ELF CONTROL BLDG LGHTS		1.0	201
17	1-ELF HEATER LGHTS @ CL2 BASIN			0.4	201	14	1-ELF CONTROL BLDG LGHTS		1.0	201
19	1-ELF HEATER LGHTS @ CL2 BASIN			0.4	201	14	1-ELF CONTROL BLDG LGHTS		1.0	201
21	1-ELF HEATER LGHTS @ CL2 BASIN			0.4	201	14	1-ELF CONTROL BLDG LGHTS		1.0	201
23	1-ELF HEATER LGHTS @ CL2 BASIN			0.4	201	14	1-ELF CONTROL BLDG LGHTS		1.0	201
25	1-ELF HEATER LGHTS @ CL2 BASIN			0.4	201	14	1-ELF CONTROL BLDG LGHTS		1.0	201
27	1-ELF HEATER LGHTS @ CL2 BASIN			0.4	201	14	1-ELF CONTROL BLDG LGHTS		1.0	201
29	1-ELF HEATER LGHTS @ CL2 BASIN			0.4	201	14	1-ELF CONTROL BLDG LGHTS		1.0	201
31	1-ELF HEATER LGHTS @ CL2 BASIN			0.4	201	14	1-ELF CONTROL BLDG LGHTS		1.0	201
33	1-ELF HEATER LGHTS @ CL2 BASIN			0.4	201	14	1-ELF CONTROL BLDG LGHTS		1.0	201
35	1-ELF HEATER LGHTS @ CL2 BASIN			0.4	201	14	1-ELF CONTROL BLDG LGHTS		1.0	201
37	1-ELF HEATER LGHTS @ CL2 BASIN			0.4	201	14	1-ELF CONTROL BLDG LGHTS		1.0	201
39	1-ELF HEATER LGHTS @ CL2 BASIN			0.4	201	14	1-ELF CONTROL BLDG LGHTS		1.0	201
41	1-ELF HEATER LGHTS @ CL2 BASIN			0.4	201	14	1-ELF CONTROL BLDG LGHTS		1.0	201
43	1-ELF HEATER LGHTS @ CL2 BASIN			0.4	201	14	1-ELF CONTROL BLDG LGHTS		1.0	201
45	1-ELF HEATER LGHTS @ CL2 BASIN			0.4	201	14	1-ELF CONTROL BLDG LGHTS		1.0	201
47	1-ELF HEATER LGHTS @ CL2 BASIN			0.4	201	14	1-ELF CONTROL BLDG LGHTS		1.0	201
49	1-ELF HEATER LGHTS @ CL2 BASIN			0.4	201	14	1-ELF CONTROL BLDG LGHTS		1.0	201
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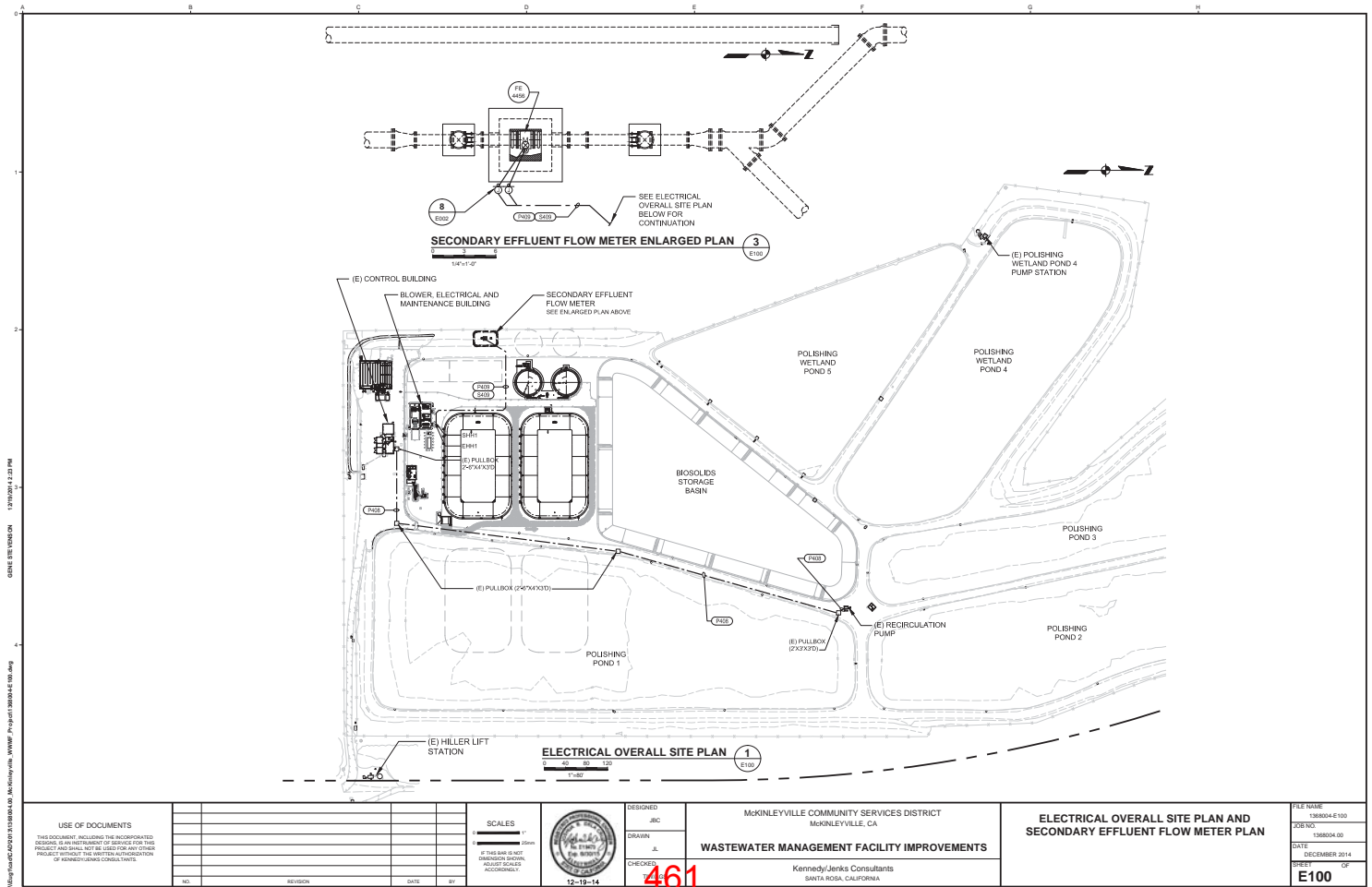
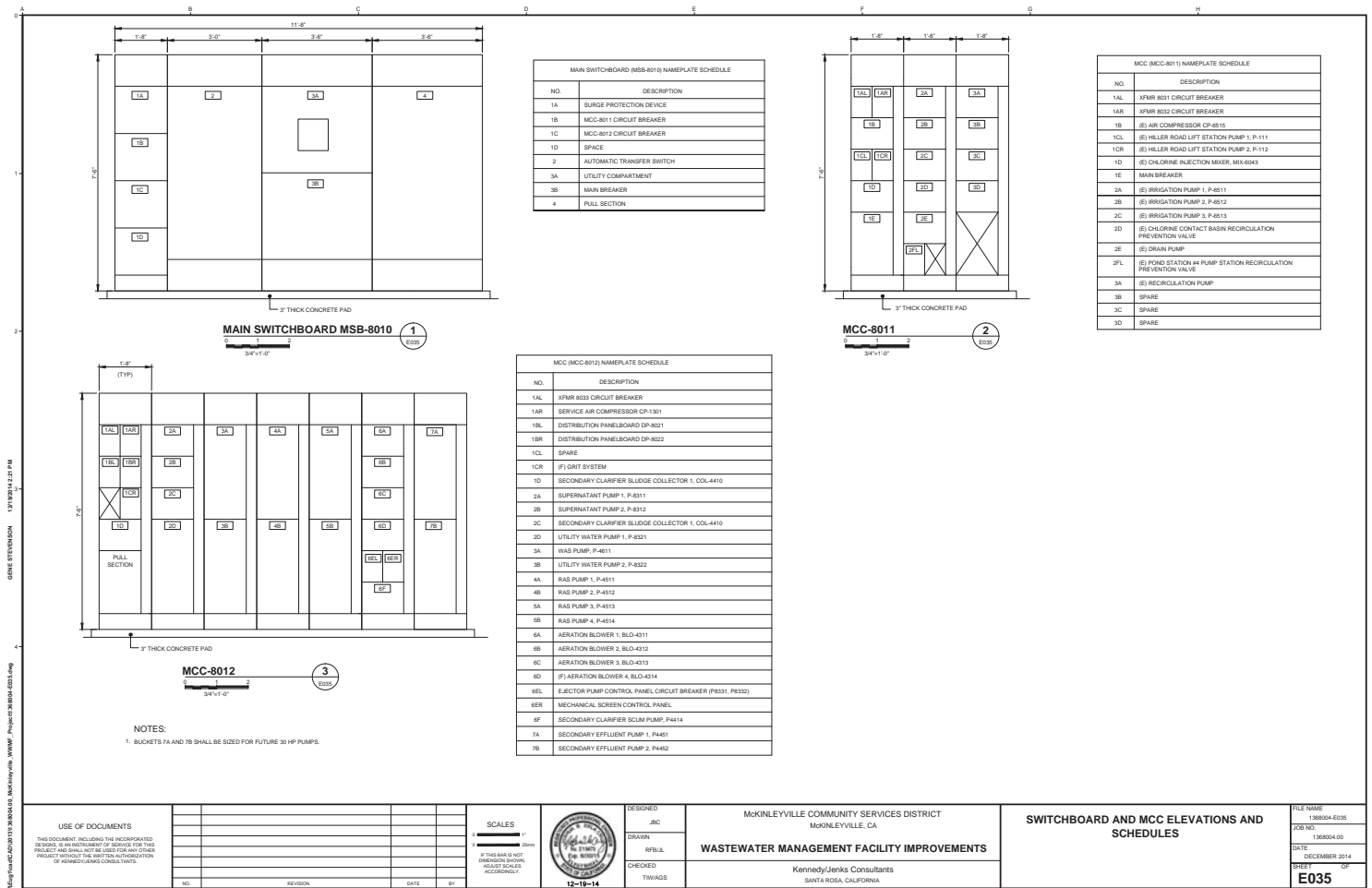
LIGHTING PANEL (LP-0032) [E] COMM. BUILDING									
240, 120 VOLTS, SINGLE PHASE, 3-WIRE		CKT. NO.	200A	AMPS	POLES	MAIN	100A/50A	BRACING	SURFACE
CKT. NO.	DESCRIPTION	CONNECTED TO	TRIP	AMPS	CKT. NO.	DESCRIPTION	CONNECTED TO	TRIP	AMPS
		A	B				A	B	
1	RELOCATE RP PANEL	201	10		10	TO RELOC LIGHT	201		
2	SPACE	201	4		4	SPACE	201		
3	SPACE	201	4		4	SPACE	201		
7	SPACE	201	8		8	SPACE	201		
7	SPACE	201	8		8	SPACE	201		
11	SPACE	201	10		10	SPACE	201		
13	SPACE	201	12		12	SPACE	201		
13	SPACE	201	14		14	SPACE	201		
16	SPACE	201	16		16	SPACE	201		
17	SPACE	201	16		16	SPACE	201		
20	SPACE	201	20		20	SPACE	201		
20	SPACE	201	22		22	SPACE	201		
20	SPACE	201	24		24	SPACE	201		
RP SUBTOTALS (RPV4)		1.0							
TOTAL KVA							KVA		0.1
TOTAL AMPERE							A		0.1

L100 PANEL (P-303) @ BLOWER ELECTRICAL AND MAINTENANCE BLDG													
208 120/240 V, THREE PHASE, 4 WIRE		BUS: 275A		A/C: 100A		MGR: 500/3P		MOUNTING SURFACE					
CMT.	DESCRIPTION	CONNECTED KVA			THP	AMPS	CMT.	DESCRIPTION	CONNECTED KVA			THP	AMPS
		A	B	C					A	B	C		
1	SERVICE AIR COMPRESSOR	3.2		3.2	402		2	WELDING RECEPTACLE					402
3	ELECTRICAL ROOM FAN 2300V/50H	0.1		0.1	261		3	ELECTRICAL ROOM RECEPTACLE				0.4	201
4	BLOWER ROOM LIGHTING 200A						4	BLOWER ROOM RECEPTACLE	0.5	1.4			
5	SHOWER ROOM LIGHTING		0.1				5	BOF 1300					
6	ROOM RECEPTACLE 120V			0.1	261		6	ROOM RECEPTACLE				0.2	201
10	ROOM RECEPTACLE LIGHTING						10	WORK BENCH RECEPTACLE					
11	WORK BENCH LIGHTING						11	WORK BENCH RECEPTACLE	0.2	0.5			201
12	MAINTENANCE AIR REHEATING FAN 230V						12	MAINTENANCE REHEATING RECEPTABLES					201
13	BLOWING AIR REHEATING FAN			0.2	261		13	RECEIVER 120V					201
14	MAN CONTROL PANEL	1.0					14	HEAT COIL	1.5	1.0			201
15	MAN CONTROL PANEL AIR REHEATER						15	CALCIUM HYDROXIDE TON MILEIN		2.0			201
16	HEAT TREATING FAN LIGHTING		0.8				16	CALCIUM HYDROXIDE FIBERGLASS SHEETER	1.0		1.0		200
17	PAINT LIGHT RECEPTABLES	0.1					17	PAINT CONTROL PANEL				1.0	201
18	SPARE						18	SPARE					201
19	SPARE						19	SPARE					201
20	SPARE						20	SPARE					201
21	SPARE						21	SPARE					201
22	SPARE						22	SPARE					201
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40	SPARE						40	SPARE					201
41	SPARE						41	SPARE					201
42	SPARE						42	SPARE					201
PHASE SUBTOTAL 3 (30A)		10.0	3.2	6.4			PHASE SUBTOTAL 3 (30A)		3.2	4.5	2.0		
TOTAL KVA							TOTAL KVA		6.2	5.7	1.0		
												24.8 KVA	

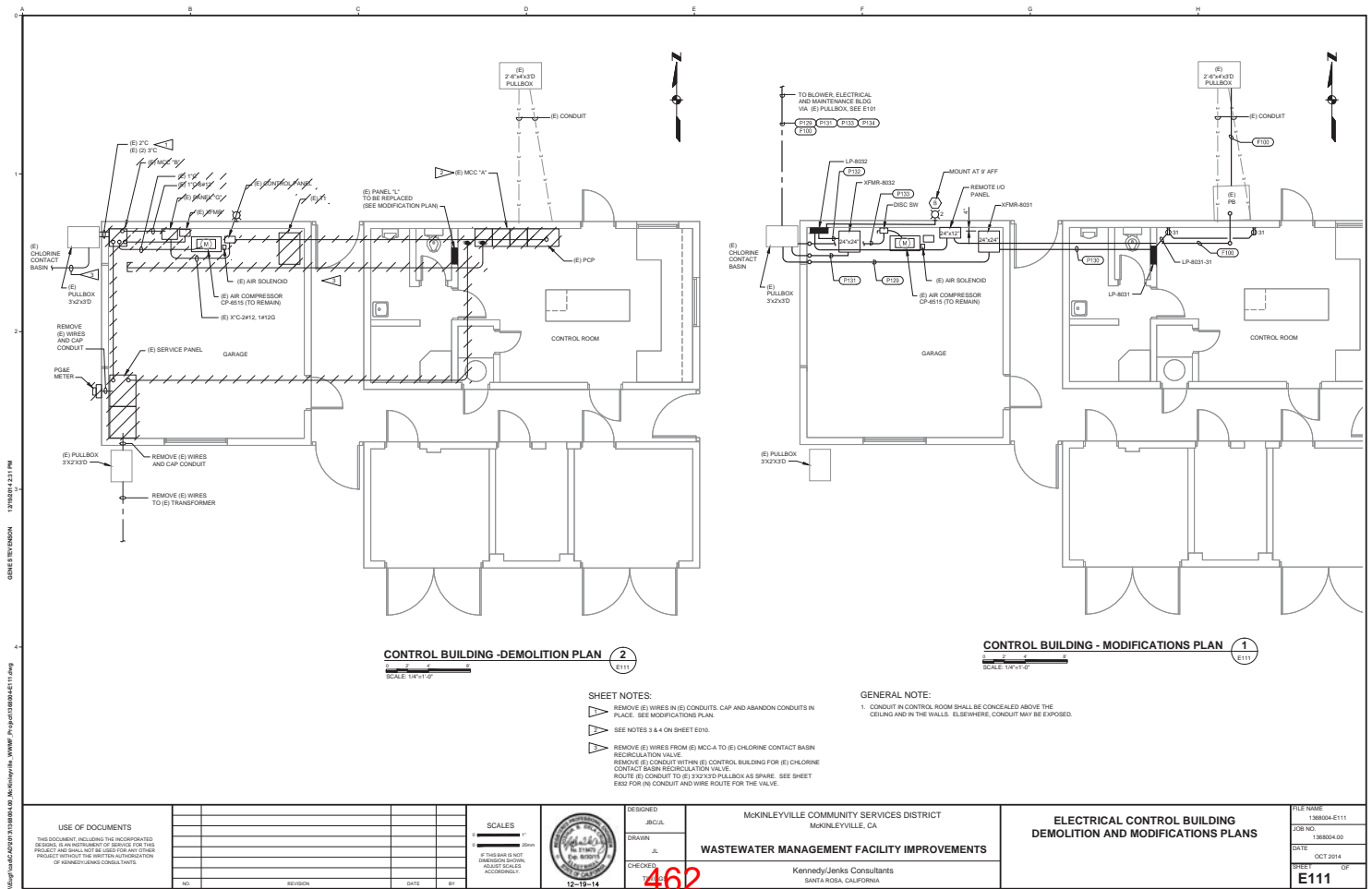
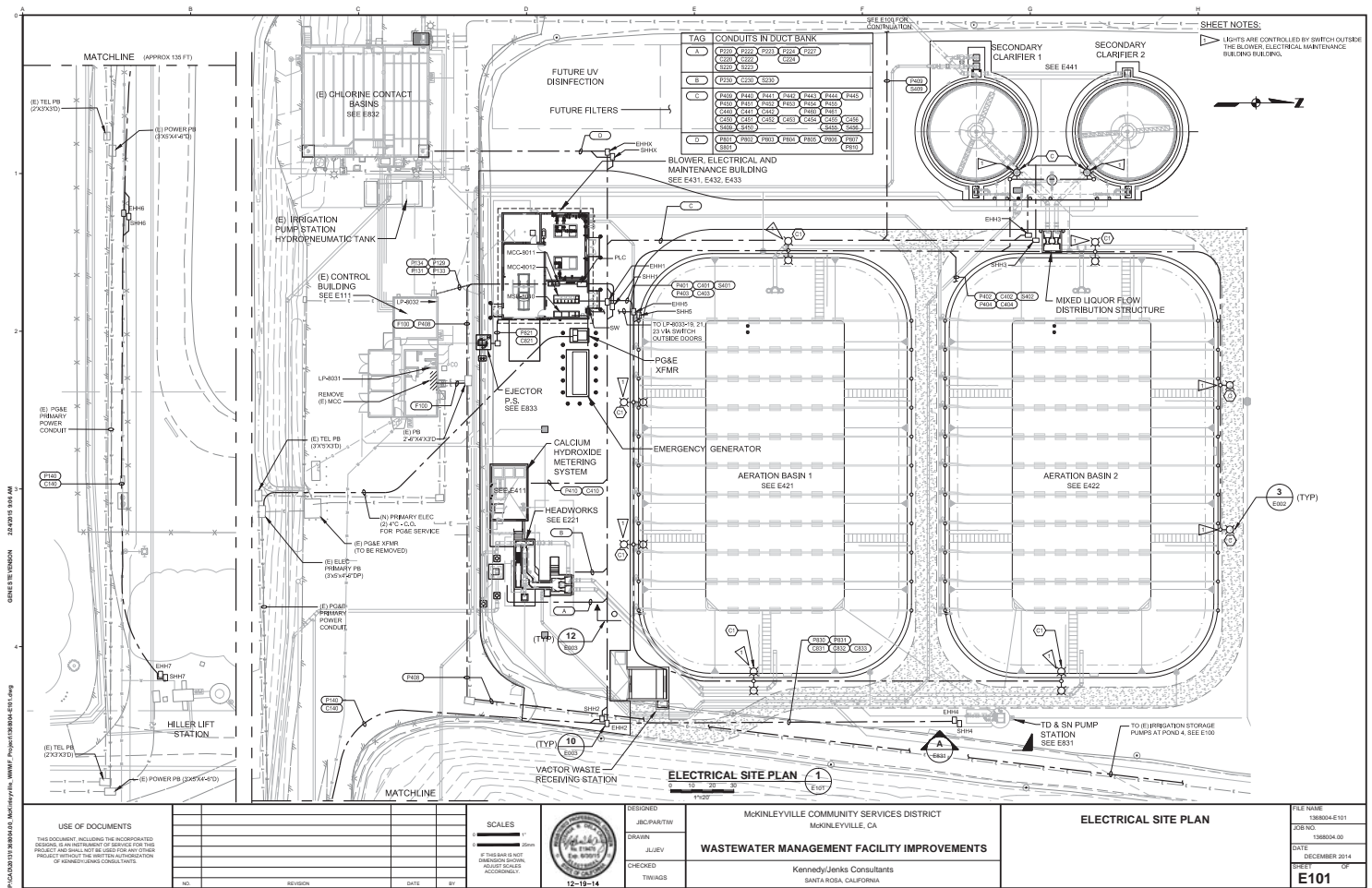
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<div>USE OF DOCUMENTS</div> <div>THIS DOCUMENT, INCLUDING THE INCORPORATED DESIGNS, IS AN INSTRUMENT OF SERVICE FOR THIS PROJECT AND SHALL NOT BE USED FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF KENNEDY/JENKS CONSULTANTS.</div>				<div>SCALES</div> <div><div>1" = 20'-0"</div><div>IF THIS BAR IS NOT DIMENSIONED EXACTLY, ADJUST SCALES ACCORDINGLY</div></div>	<div></div> <div>12-19-14</div>	<div>DESIGNED</div> <div>J.L.RFB/JEV</div> <div>DRAWN</div> <div>J.L.</div> <div>CHECKED</div> <div>460</div>	<div>McKINLEYVILLE COMMUNITY SERVICES DISTRICT</div> <div>McKINLEYVILLE, CA</div> <div>WASTEWATER MANAGEMENT FACILITY IMPROVEMENTS</div> <div>Kennedy/Jenks Consultants</div> <div>SANTA ROSA, CALIFORNIA</div>	<div>FIXTURE SCHEDULE</div>	<div>FILE NAME</div> <div>130800A-EG04</div> <div>JOB NO.</div> <div>130800A-00</div> <div>DATE</div> <div>DECEMBER 2014</div> <div>SHEET OF</div> <div>E034</div>
	<div>NO.</div> <div>REVISION</div> <div>DATE</div> <div>BY</div>								





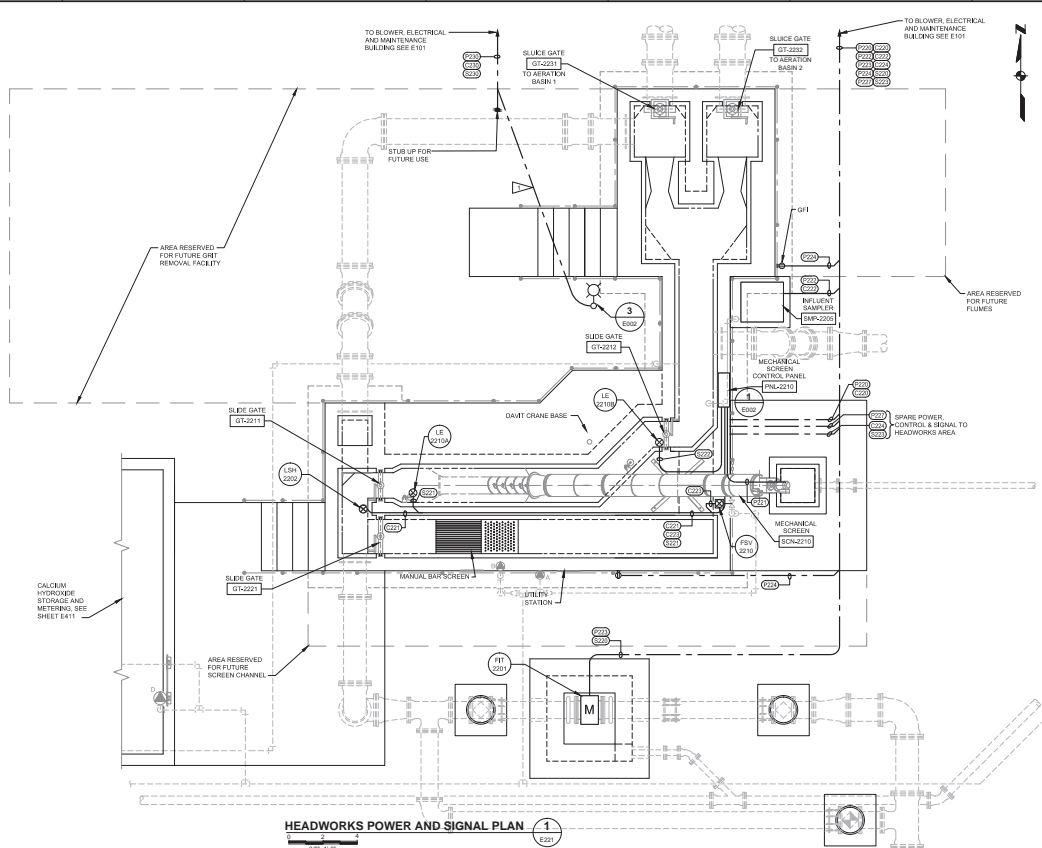


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NOTES:  
EXTEND LIGHTING CIRCUIT FROM LIGHTS AT AERATION BASIN 1. REFER TO SHEET E101.

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NO.	REVISION	DATE	BY

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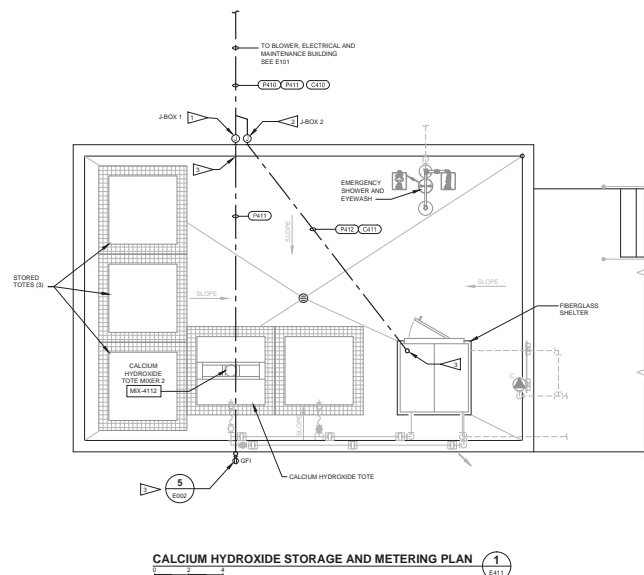


DESIGNED: PAR  
DRAWN: JEV  
CHECKED: TWINGS

MCKINLEYVILLE COMMUNITY SERVICES DISTRICT  
MCKINLEYVILLE, CA  
**WASTEWATER MANAGEMENT FACILITY IMPROVEMENTS**  
Kennedy/Jenks Consultants  
SANTA ROSA, CALIFORNIA

**HEADWORKS POWER AND SIGNAL PLAN**  
1  
E221

FILE NAME: 150604-E221  
JOB NO.: 150604-00  
DATE: DECEMBER 2014  
SHEET: 01  
**E221**



NOTES:  
PROVIDE SS J-BOX WITH ON-RAIL MOUNTED TERMINALS FOR POWER CONNECTIONS.  
PROVIDE SS J-BOX WITH ON-RAIL MOUNTED TERMINALS FOR CONTROL AND SIGNAL WIRE CONNECTIONS.  
ALL EXPOSED CONDUIT SHALL BE PVC-COATED RMC.

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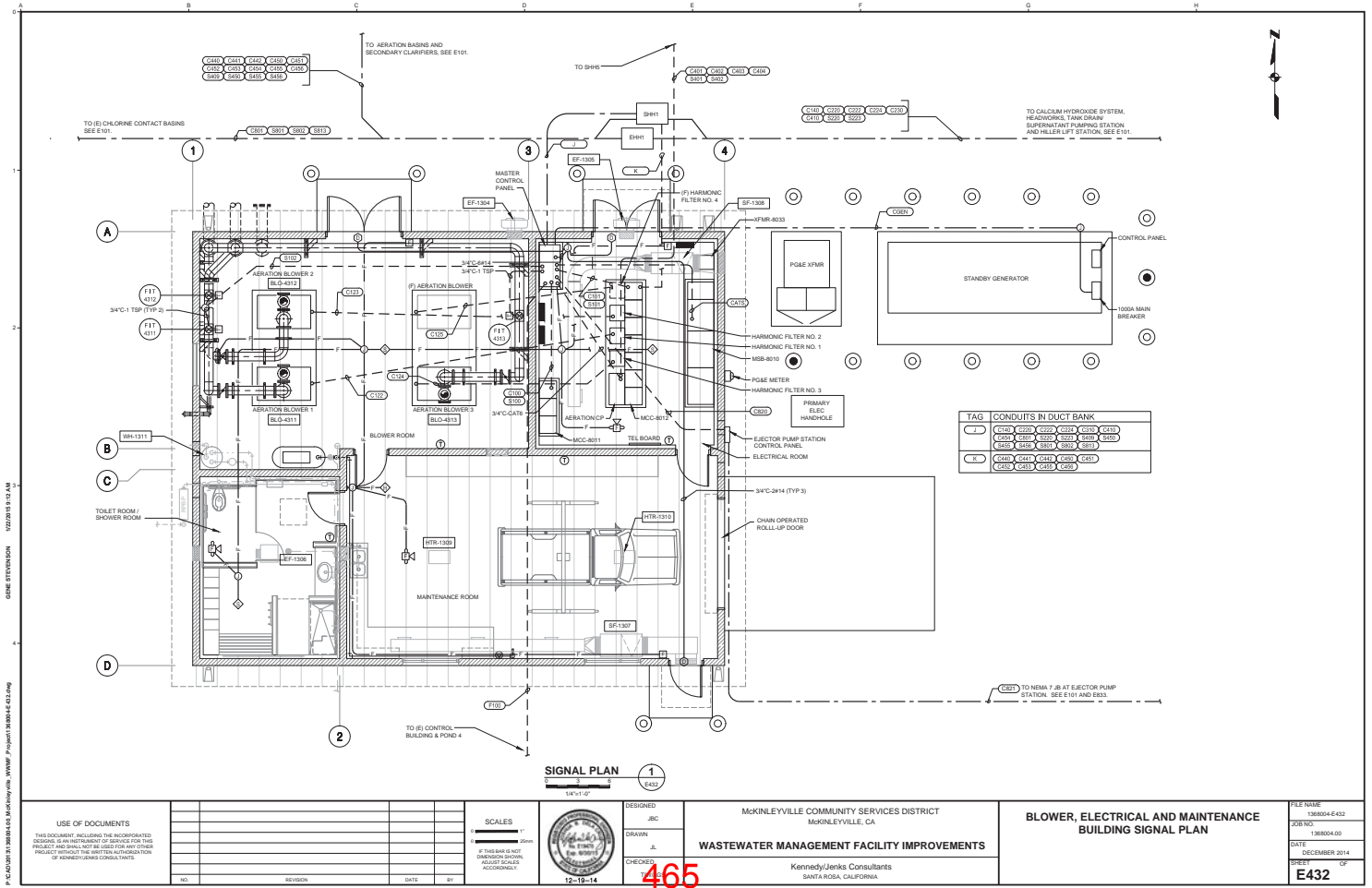
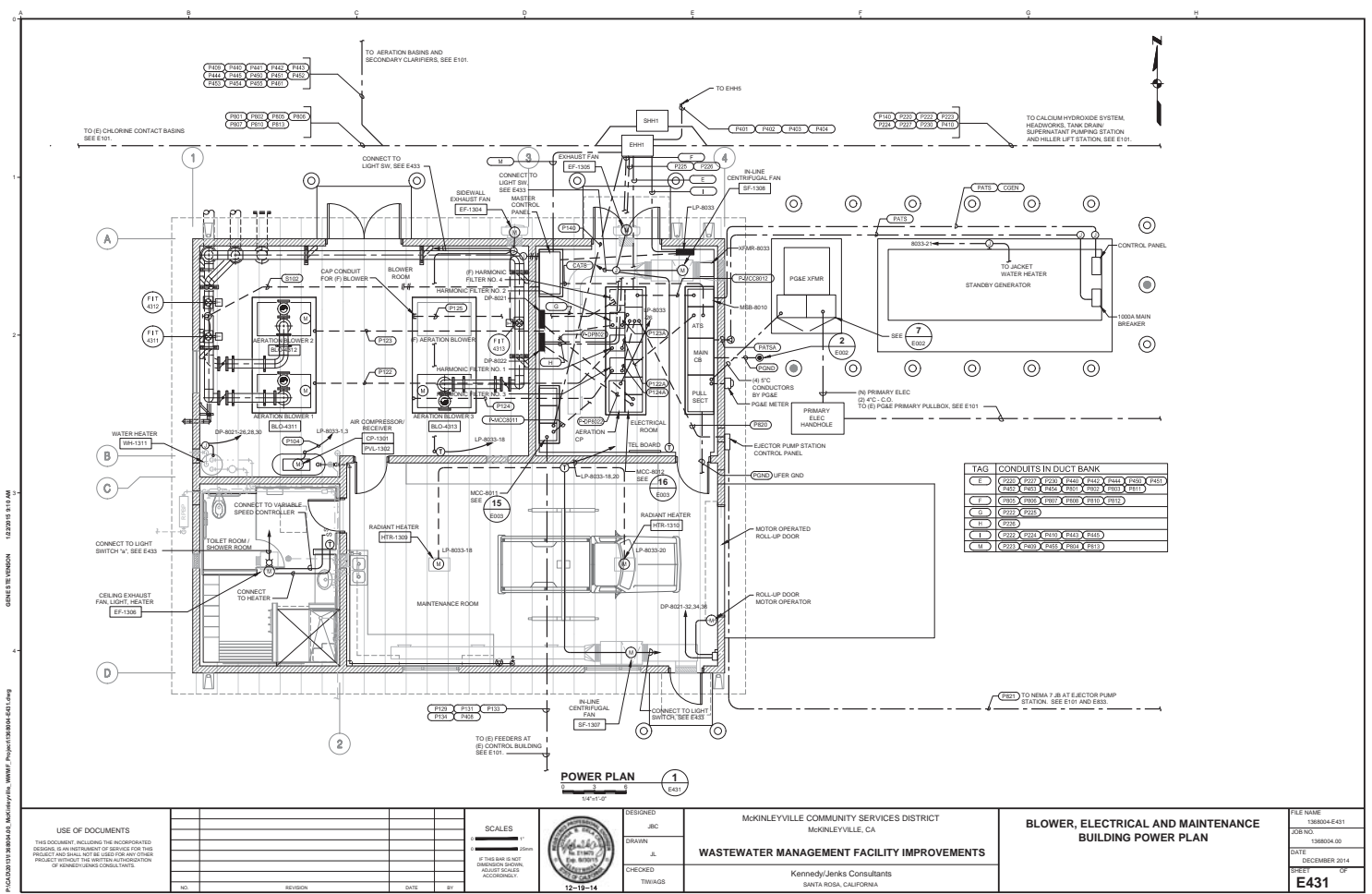
DESIGNED: PAR/JBC  
DRAWN: JL  
CHECKED: TWINGS

MCKINLEYVILLE COMMUNITY SERVICES DISTRICT  
MCKINLEYVILLE, CA  
**WASTEWATER MANAGEMENT FACILITY IMPROVEMENTS**  
Kennedy/Jenks Consultants  
SANTA ROSA, CALIFORNIA

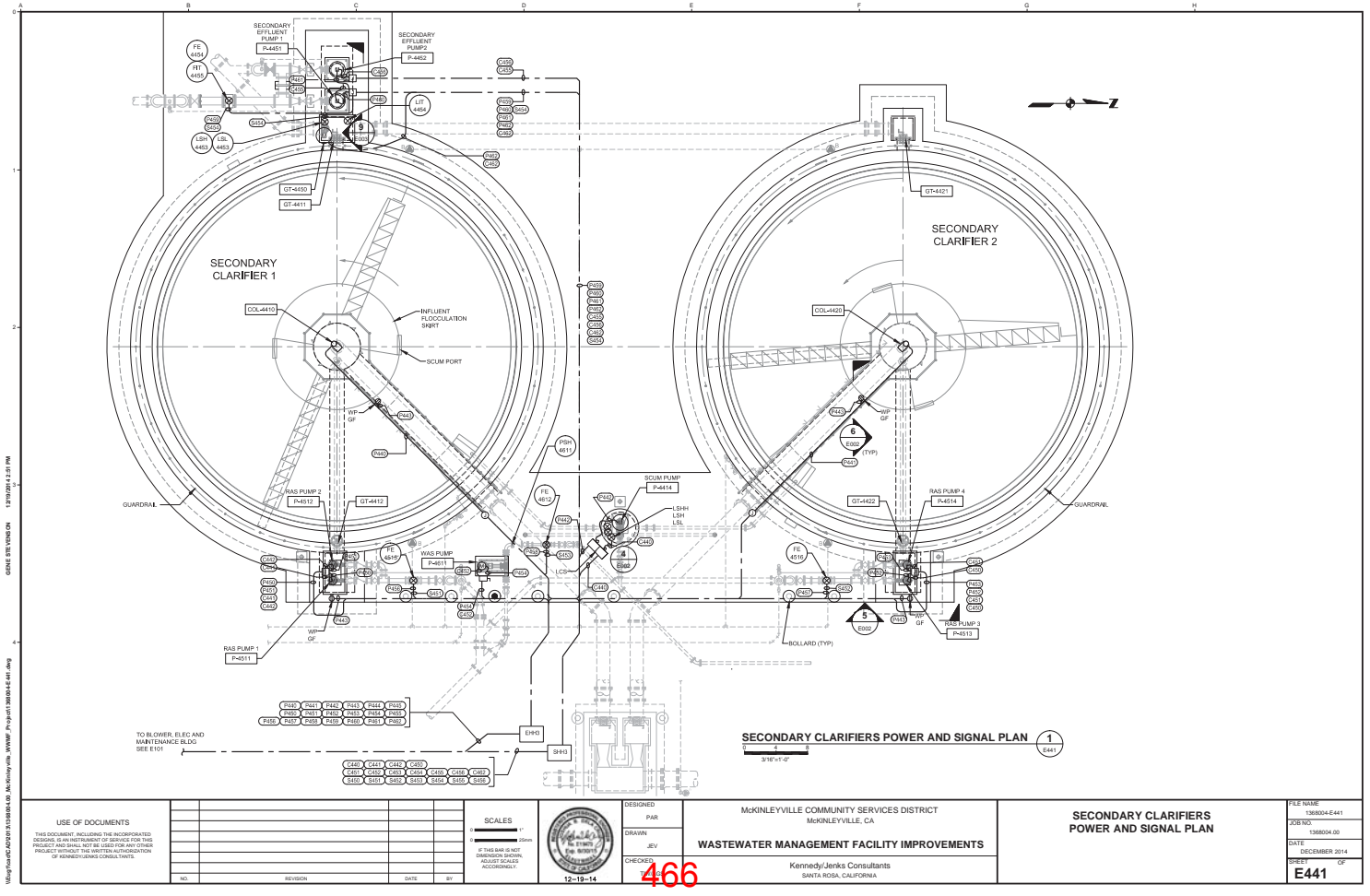
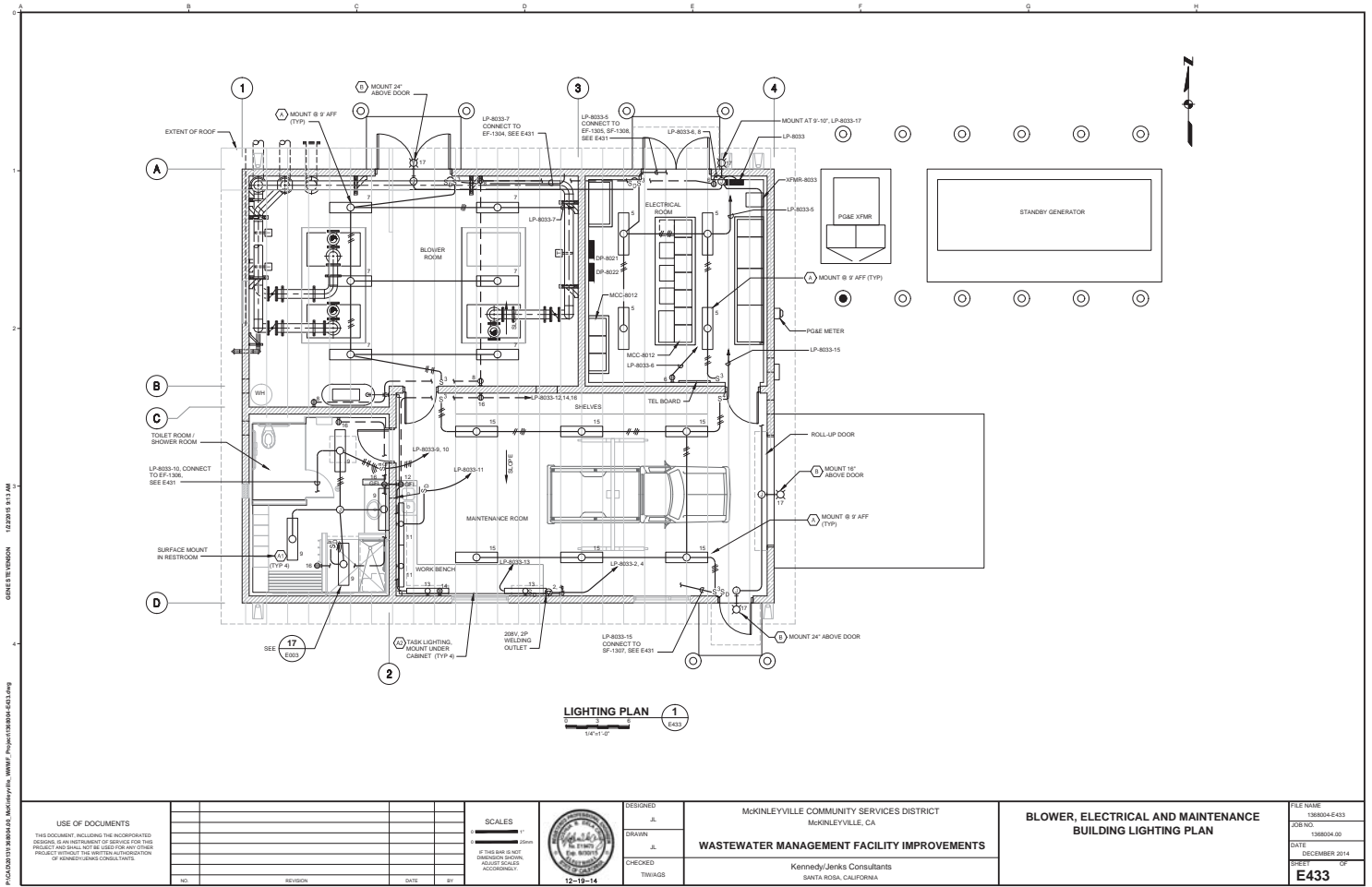
**CALCIUM HYDROXIDE STORAGE AND METERING POWER AND SIGNAL PLAN**  
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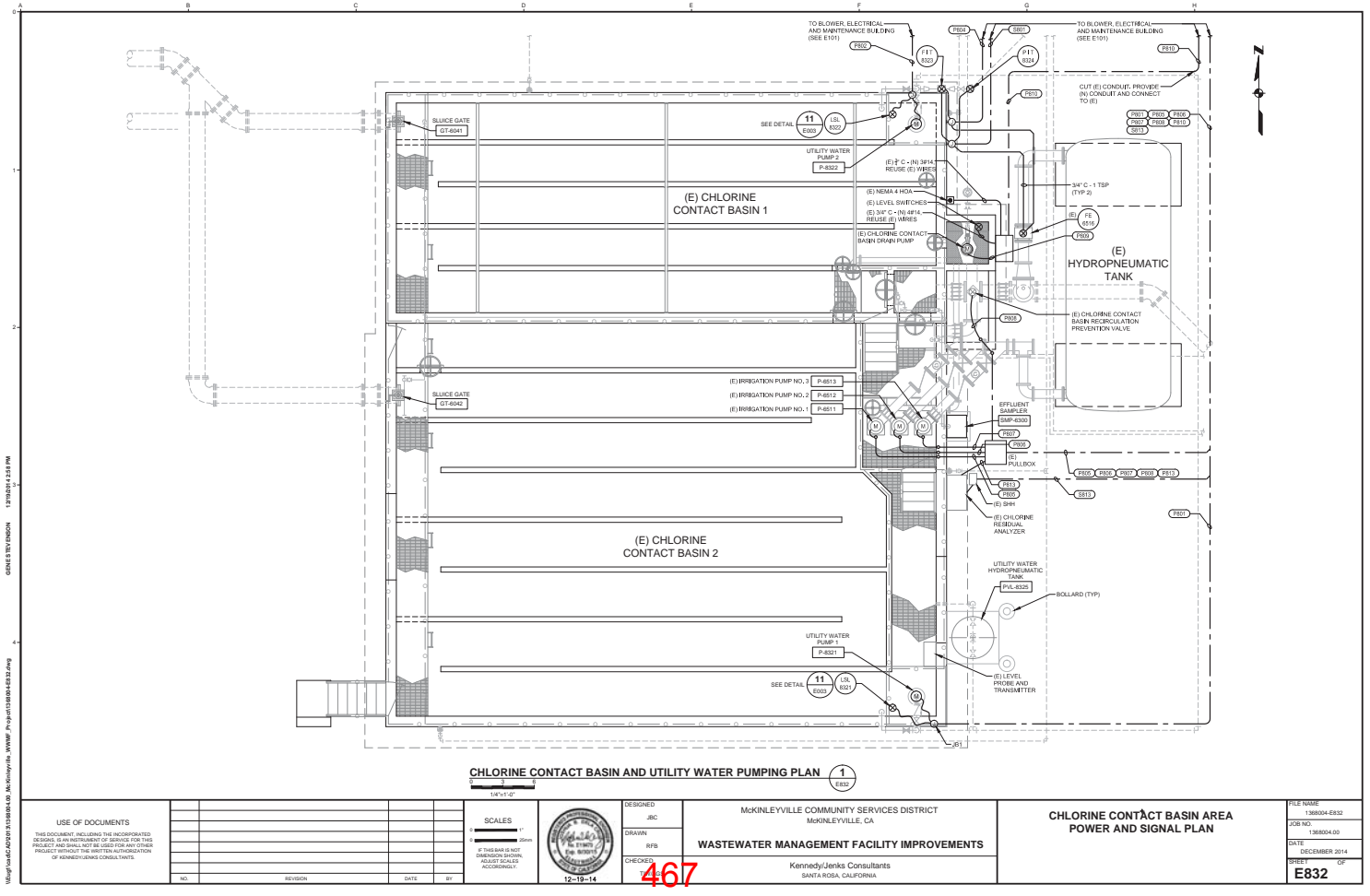
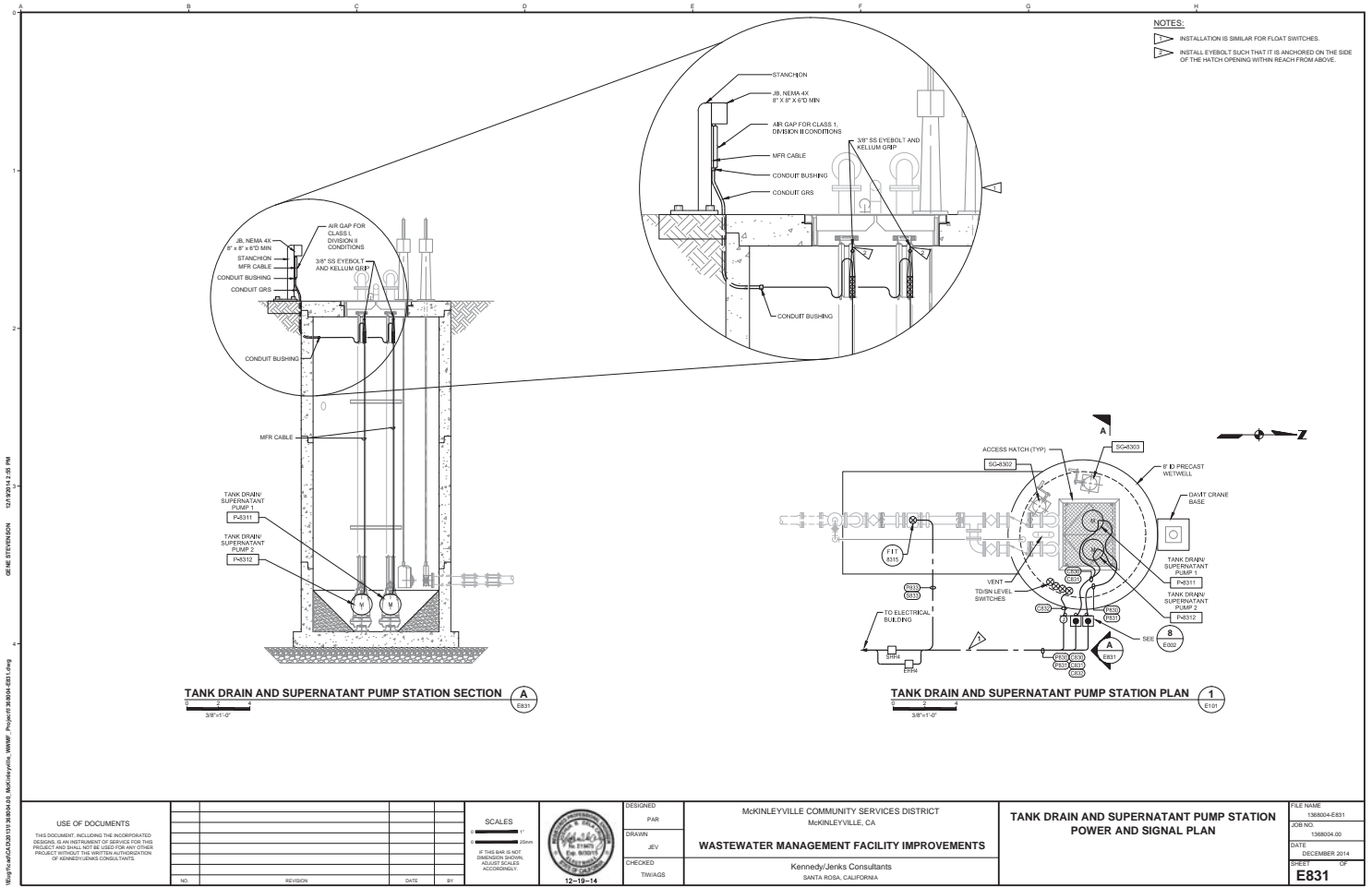
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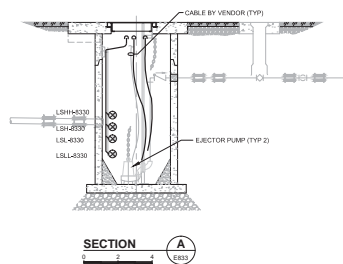










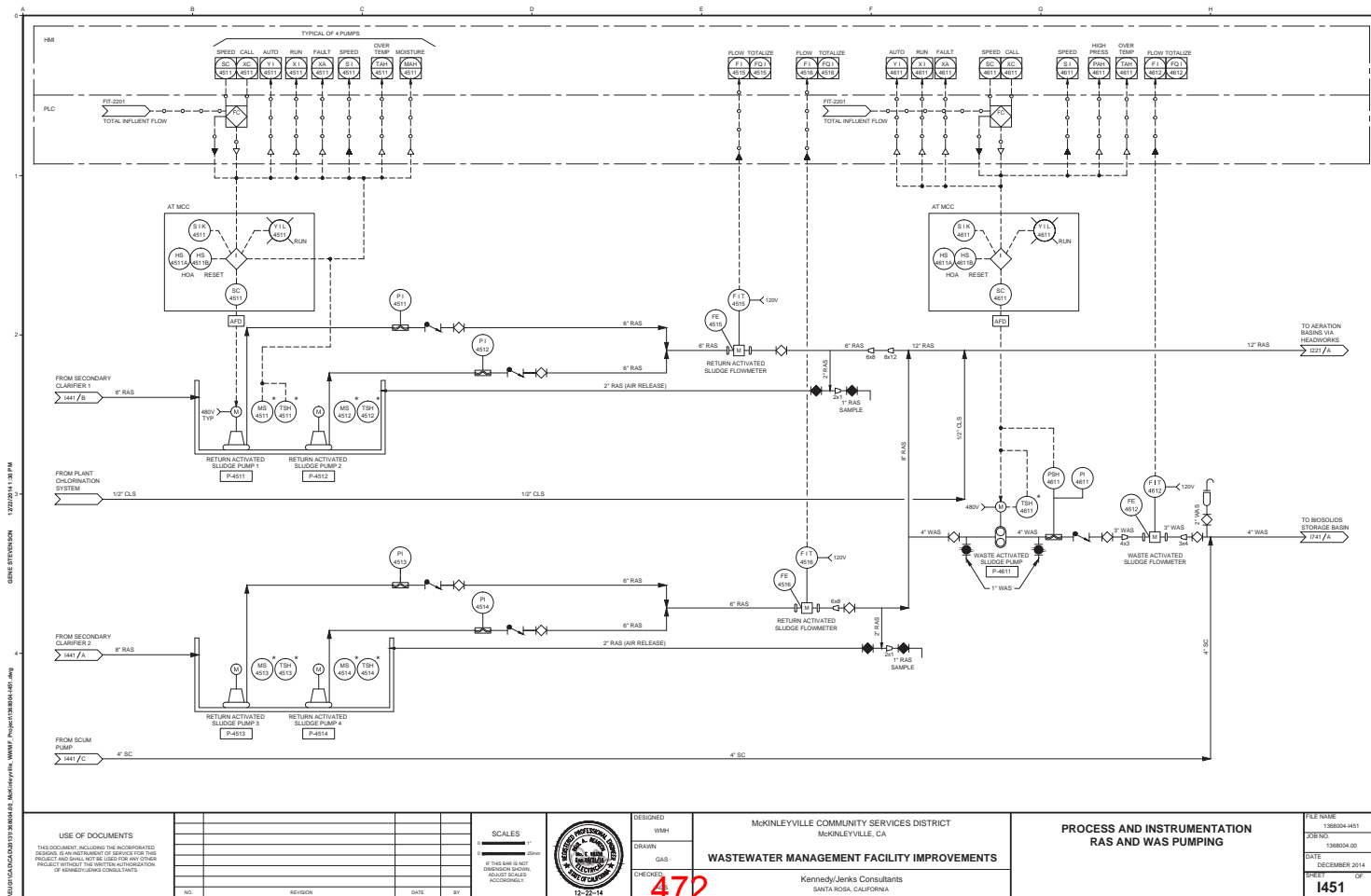
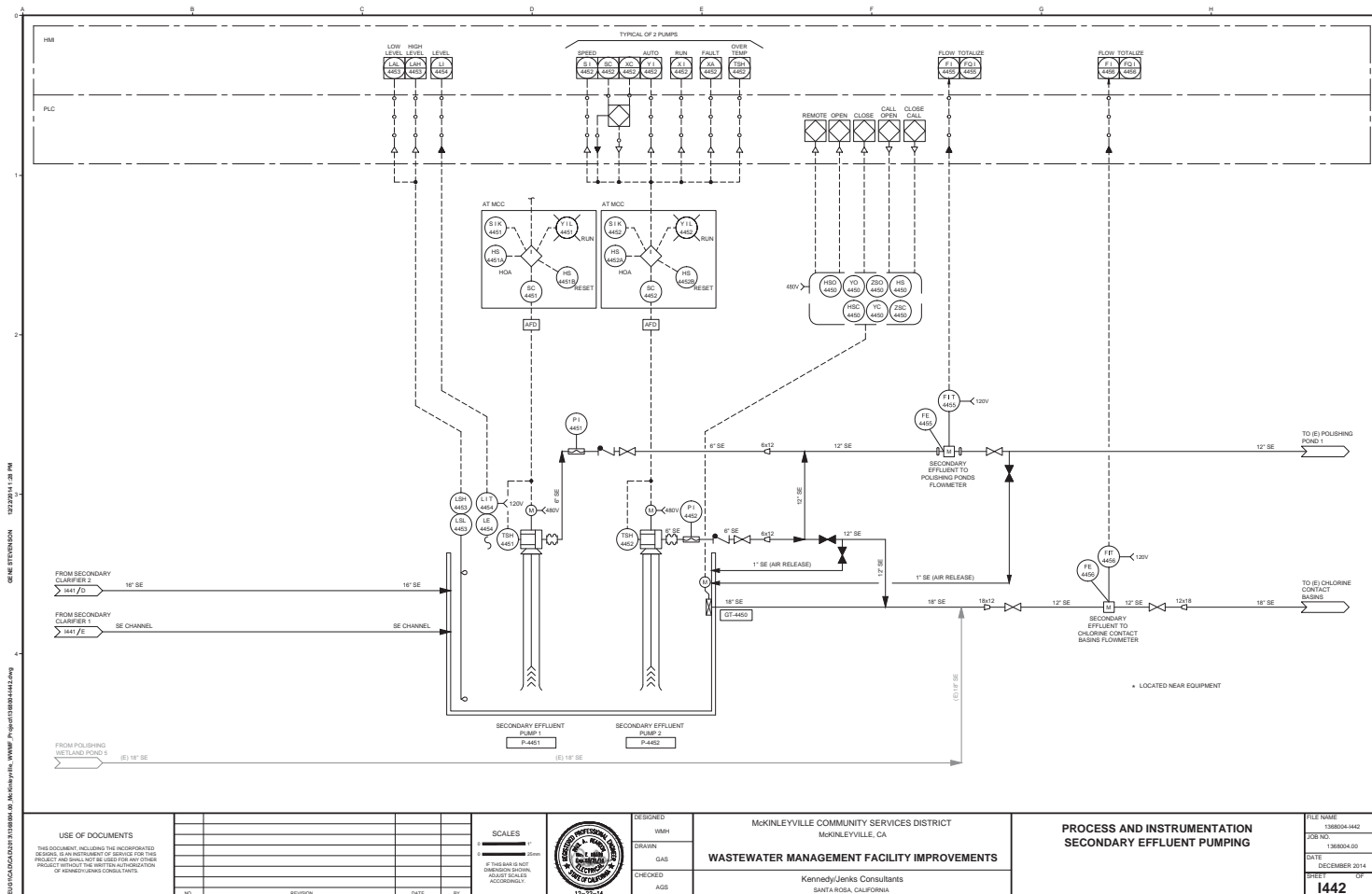
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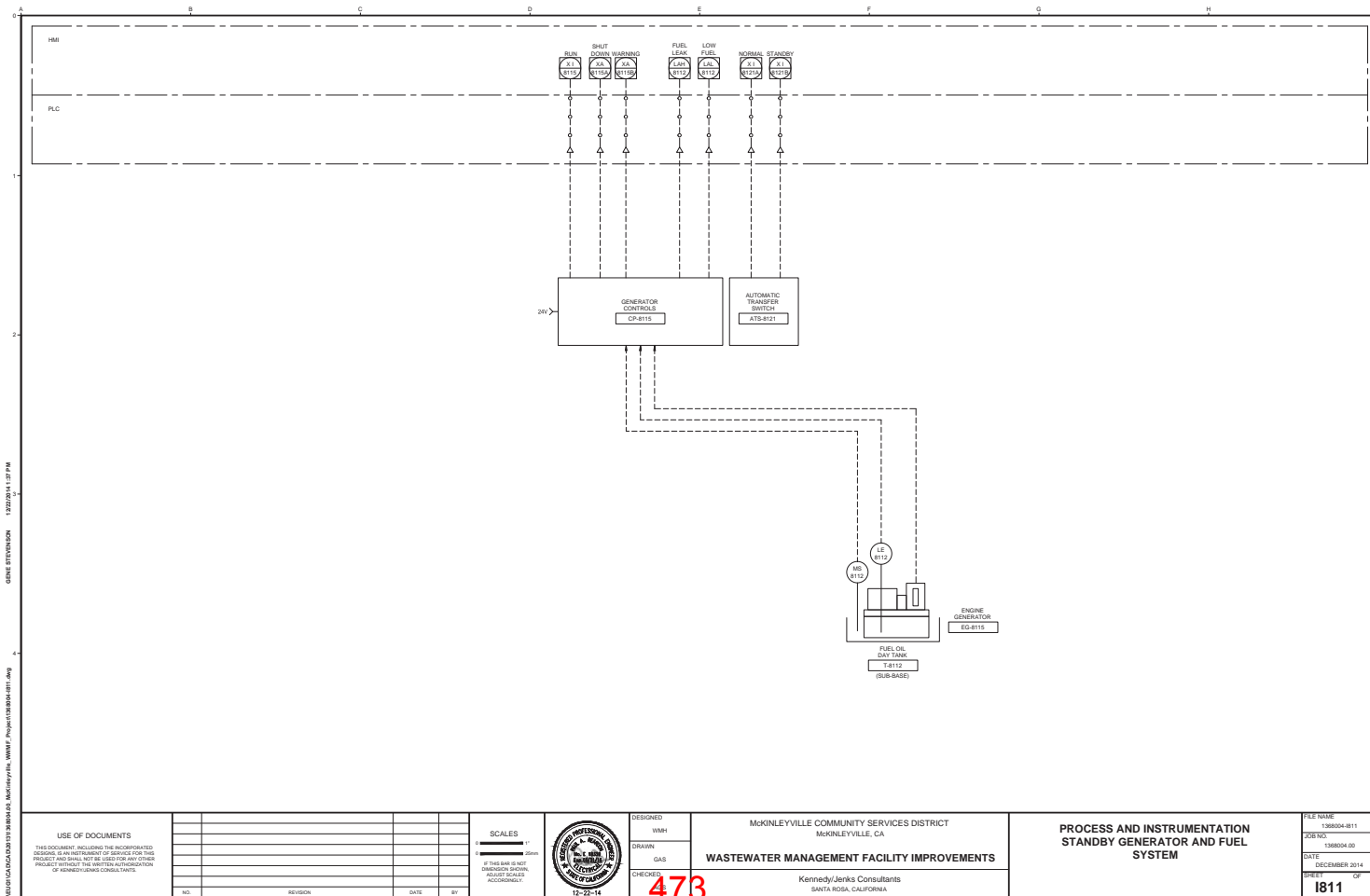
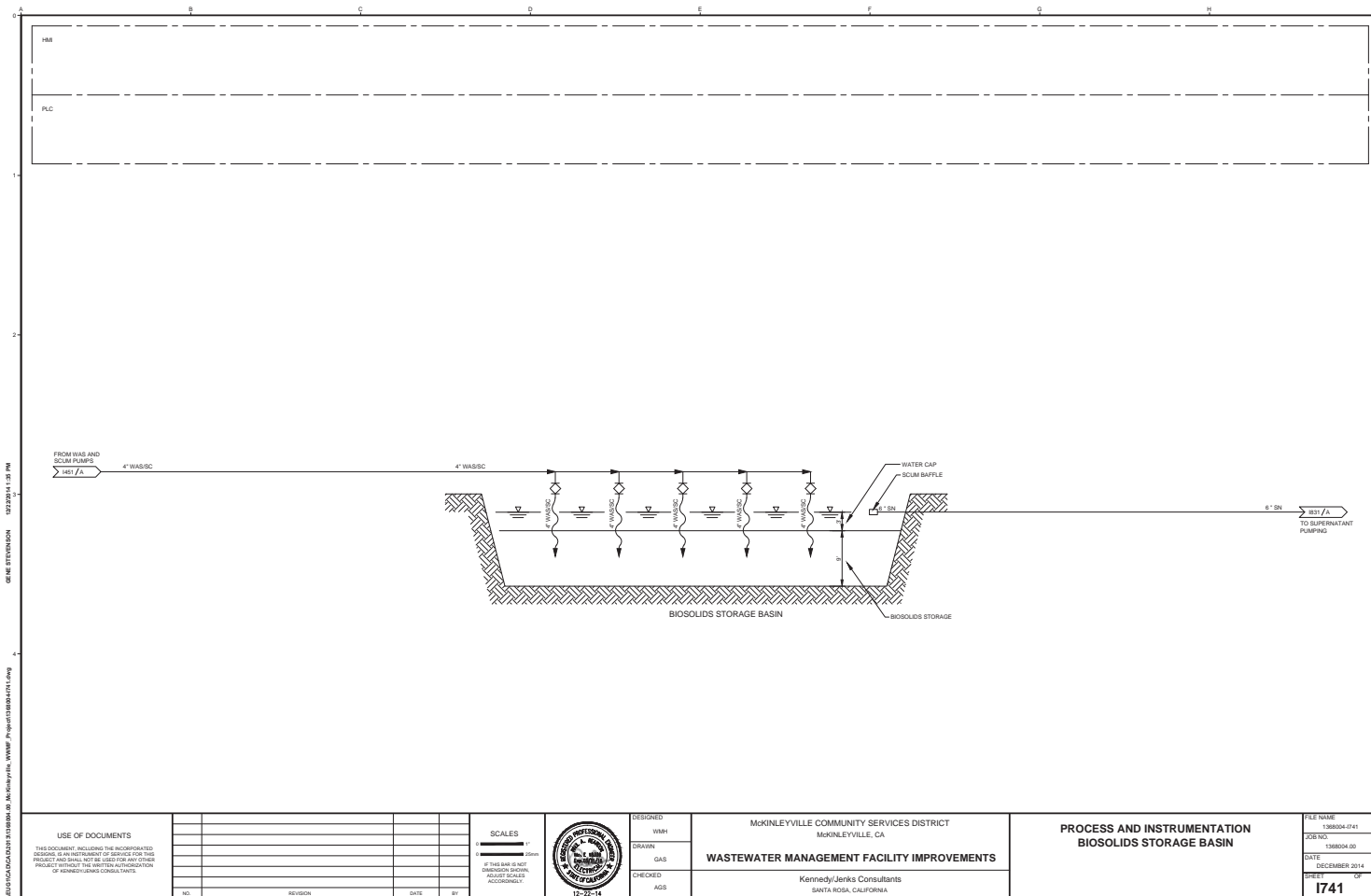


















**DOCUMENT NUMBER 00700**  
**GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT**

**ARTICLE 1 - DEFINITIONS**

1.1 The term "Contract" refers to a single identified portion of the construction which may be the whole or a part of the Project. The Project is the total construction and consists of one or more Contracts performed by the same or separate contractors or by the Owner. A single set of drawings, specifications and contract conditions may include more than one Contract; when combined with the Agreement for an individual Contract they become the Contract Documents for that Contract. The construction performed under a set of Contract Documents is the Work required by an individual Contract.

1.2 The "Contract Documents" consist of the Agreement, General and Supplementary Conditions, Drawings, Specifications, Addenda issued prior to executing the Agreement and modifications issued after executing the Agreement.

1.3 The term "Contract Price" refers to the total monies payable to the Contractor for completion of the Work in accordance with the Contract Documents.

1.4 The term "Design Engineer" refers to the firm that prepared the Contract Documents - Kennedy/Jenks Consultants - and includes all of their officers, directors, shareholders, employees and consultants.

1.5 The term "Drawings" refers to the graphic and pictorial portion of the Contract Documents, showing the design, location, dimensions, details, scope and character of the Work. Drawings may include plans, elevations, sections, schedules, details and diagrams.

The term Plans, Plan, Drawing and similar terms shall have the same meaning as the term "Drawings."

1.6 The term "Engineer" refers to the person or entity designated by the Owner to provide administration of the Contract.

1.7 The term "Notice to Proceed" refers to a written notice by the Owner to the Contractor authorizing it to proceed with the Work and establishing the date of commencement from which the Contract Time is measured.

1.8 The term "Owner" is the person or entity referred to in the Agreement and includes all of its officers, employees, and consultants.

1.9 The term "Work" means the entire construction required by the Contract Documents completed or in progress and includes all labor, materials, equipment and services necessary to fulfill the Contractor's obligations. The Work does not include the Contractor's tools, equipment, scaffolding, shoring, barricades, guardrails or any other temporary construction or safety devices employed by the Contractor to complete the Work.

1.10 Definitions of other terms are included at the beginning of each Article or in Division 1 Section 01010.

**ARTICLE 2 - CONTRACT DOCUMENTS**

**Contract Relationships**

2.1 The Contract Documents constitute the entire Agreement between the Owner and the Contractor for the Work and supersede prior agreements written or oral.

2.2 The Contract Documents shall not be construed to create a duty of any kind (1) on behalf of the Design Engineer or the Engineer and toward the Contractor, any subcontractor, worker, or any other party, or (2) on behalf of the Owner and toward any subcontractor, worker, or any other party.

2.3 Provisions in referenced standards, specifications, manuals, publications, installation instructions, operation and maintenance instructions or codes shall not change the duties or responsibilities between any of the parties involved in this work from those described in these General Conditions.

**Correlation, Intent**

2.4 It is the intent of the Contract Documents to include everything necessary for the proper execution of the Work as a complete functioning facility that serves the intended purpose. The Contractor shall provide all labor, material, equipment and services required by the Contract Documents or that may

reasonably be inferred from the Contract Documents as being required to produce the intended result.

2.5 The Contract Documents are complementary: What is required by one shall be as binding as if required by all. Organization of the Specifications into sections and the arrangement of the Drawings on separate sheets for Mechanical, Electrical, etc. shall not control the Contractor in dividing the Work among subcontractors or among trades.

**Order of Precedence**

2.6 In case of conflict between different parts of the Contract Documents, the order of precedence shall be as follows:

- .1 Supplementary Conditions take precedence over the General Conditions and the Specifications including Division 1;
- .2 General Conditions take precedence over the Specifications including Division 1;
- .3 Provisions in Division 1 General Requirements apply to all sections of the Specifications.
- .4 Specifications take precedence over the Drawings;
- .5 Stated dimensions take precedence over scaled dimensions;
- .6 Larger scale drawings take precedence over smaller scale drawings;
- .7 Detailed drawings take precedence over general or typical drawings;
- .8 Specific notes on the Drawings take precedence over schedules; and
- .9 Notes, descriptions or schedules take precedence over graphic representations on drawings.
- .10 Higher quality takes precedence over lower quality.
- .11 Greater number, amount or size takes precedence over lesser number, amount or size.

2.7 The Contractor will be furnished 10 complete copies of the Drawings and the Project Manual and may obtain additional copies at their cost of reproduction.

**Use of Contract Documents**

2.8 The Drawings, Specifications and other documents prepared by the Design Engineer, are instruments of service to which the Design Engineer retains legal title, including copyright rights. These instruments of service shall not be used on other projects or for subsequent changes to this project without the written permission of the Design Engineer.

**ARTICLE 3 - LAND, EXISTING CONDITIONS, LAYOUTS**

**Land**

3.1 The Owner shall furnish access to the land on which the Work is to be performed including rights-of-way and easements for access. The Contractor shall confine its operations to the land furnished or to that portion of the land indicated on the Drawings. The Contractor shall provide all other land that it may require.

**Existing Conditions**

3.2 Execution of the Agreement by the Contractor is a representation that the Contractor has visited the site and has become familiar with existing and local conditions which may affect the Work and has included all costs associated therewith in its Bid.

**Subsurface Soil Conditions**

3.3 If information on subsurface soil conditions was obtained for design purposes, the Contractor may rely on the boring logs as a representation of soils that existed at the location of the boring at the time the borings were made but may not rely on the interpretations or opinions contained in the report nor on the completeness or adequacy of the information for the Contractor's construction purposes.

**Existing Utilities and Underground Facilities**

3.4 Information shown with respect to existing concealed or underground utilities and underground facilities is based on data provided by the utility or facility owners or by others. The Contractor may rely on the information shown in the Contract Documents for purposes of establishing the Scope of Work included in the Contract Price but the Owner and the Design Engineer are not responsible for the adequacy or completeness of such information for the Contractor's construction purposes.

**Existing Structures**

3.5 Information on existing structures and facilities including concealed utilities was obtained from such records as were available from facility owners and not from exhaustive field investigations. The Contractor may rely on technical data for existing structures and facilities including concealed utilities when such data are shown in the Contract Documents but not on the completeness or adequacy of such data for the Contractor's construction purposes.

General Conditions

00700-1

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General Conditions

00700-2

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#### Contractor Responsible for Damage

- 3.6 The Contractor shall be responsible for:
1. verifying the existence and location of all utilities and underground facilities, including the use of potholing, hand excavations and hand demolition;
  2. coordinating work with utility and facility owners;
  3. protection of concealed and underground utilities and underground facilities from damage;
  4. the repair or replacement of utilities or underground facilities damaged by the Contractor's failure to exercise reasonable care; and
  5. damage to others due to loss of utility service resulting from the Contractor's operations.

#### Differing Conditions

- 3.7 If the Contractor encounters: (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character covered by these Contract Documents, (3) material that the Contractor believes may be hazardous waste as defined by law, the Contractor shall immediately report them to the Engineer. If the Engineer determines that conditions encountered are materially different from those indicated in the Contract Documents or ordinarily encountered in work of the character required and that the differing conditions cause a change in the Contractor's cost or time, it will recommend an equitable adjustment in Contract Price and/or Time. The Contractor's failure to notify the Owner of differing conditions that cause a reduction in the Contractor's cost or time shall not affect the Owner's right to make a Claim for adjustment in Contract Price and/or Time. If either the Contractor or the Owner disagrees with the Engineer's recommendation, they may make a Claim under Article 10.

#### Contractor Responsible for Safety Precautions

- 3.8 The Contractor shall take all precautions required to protect workers and others from known and unknown or concealed hazards including verifying the location of concealed and underground utilities and underground facilities with utility and facility owners, potholing, hand excavation and hand demolition and shall not rely on the adequacy, accuracy or completeness of information provided in the Contract Documents or elsewhere by the Owner, the Engineer or the Design Engineer. The Contractor shall be solely responsible for and take all responsibility for safety in, on, or about the site.

#### Reference Points, Layout

- 3.9 The Owner shall provide reference points to establish property corners, a baseline and an elevation. The Contractor shall protect reference points provided by the Owner and shall reset any that are damaged. The Contractor shall hire a surveyor licensed in the state where the project is being built to reset and document baseline reference points, elevation bench marks and property corners that are damaged.
- 3.10 The Contractor shall layout the Work from the reference points provided and shall be responsible for accurate location, alignment, elevation and level of the completed Work.

#### ARTICLE 4 - BONDS AND INSURANCE

##### Performance and Payment Bonds

- 4.1 The Contractor shall furnish Performance and Payment Bonds, each in an amount equal to the Contract Price as security for the faithful performance and payment of the Contractor's obligations under the Contract Documents. The Payment Bond shall remain in effect for at least two (2) years after final acceptance. The Performance Bond shall remain in force the greater of: (a) four (4) years after final completion and final acceptance of all work, or (b) until the expiration of all Warranties and Guarantees as required by the Contract Documents. All Bonds shall be in the forms prescribed by law and by the Contract Documents and be executed by Sureties named in the current list of "Certified Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds or Certified Reinsurer Companies Holding Certificates Of Authority As Acceptable Reinsuring Companies" published in Circular 570 (most recent amendment) by the Audit Staff Bureau of Accounts, U.S. Treasury Department ([www.fms.treas.gov/c570/index.html](http://www.fms.treas.gov/c570/index.html)) and is admitted to issue bonds in the states in which the Project is located and all Work is performed. If the Surety is declared bankrupt or becomes insolvent or its right to do business is terminated by the state where the Work is located or if it ceases to meet the foregoing listing requirement, the Contractor shall provide another Bond meeting the stated requirements. All Bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

- 4.2 Sureties shall specifically waive all rights of notice of and consent to change, extension of time, alteration or addition to the terms of the Contract. The Contractor shall be responsible for notifying Sureties of all events that may affect them.

#### Insurance Requirements

- 4.3 The Contractor shall, at its sole cost, obtain and maintain, in force and effect for the duration of the Contract, including the Guarantee and Warranty periods, insurance of the following types with limits not less than those set forth below, in a company or companies with a Best's rating of no less than A:VII and admitted to issue insurance in the jurisdiction(s) in which all work is to be performed, where the site is located and where any waste is transported or deposited. The Contractor shall require compliance with these Insurance Requirements by its lower tier subcontractors:

1. Workers' Compensation Insurance, including occupational illness or disease coverage, in accordance with the laws of the nation, state, territory or province having jurisdiction over the Contractor's employees and Employer's Liability Insurance with limits the greater of the statutory requirements, or \$1,000,000 per accident and, for bodily injury by disease, \$1,000,000 per employee. Coverage shall include all work covered under the U.S. Longshoreman's and Harbor Workers' Compensation Act and Jones Act. The Contractor shall not utilize occupational accident or health insurance policies, or the equivalent, in lieu of mandatory Workers' Compensation insurance, or otherwise attempt to opt out of the statutory Workers' Compensation system. This insurance shall contain a waiver of subrogation against the Owner, the Engineer, and the Design Engineer and each of their officers, employees, agents and consultants.

2. Comprehensive General Liability Insurance (Occurrence Form) ISO Form CG 00 01 10 93 with a full defense and indemnity, and unless modified in the Supplementary Conditions, shall include:

- (a) a minimum combined single limit of liability of \$3,000,000 or the limits required by law, whichever is greater for each occurrence for bodily injury and property damage;

- (b) a minimum limit of liability of \$3,000,000 each person for personal and advertising injury liability;

- (c) a minimum limit of liability of \$3,000,000 each occurrence for products/completed operations liability.

The products/completed operations liability shall be maintained in full force and effect for not less than 10 years following completion of any of the Contractor's work;

- (d) a general aggregate limit of not less than \$3,000,000, which shall be provided on a per project basis by means of ISO Endorsement CG 25 03 11 85;

- (e) an endorsement that names the Owner, the Engineer, and the Design Engineer and each of their officers, employees, agents and consultants as additional insureds. Such endorsement shall be made upon an ISO

Endorsement CG 20 10 11 85, Additional Insured - Owners, Lessees or Contractor (Form B) and shall state "insurance is primary and all other insurance shall be noncontributory" and shall waive all rights of subrogation against the additional insureds;

- (f) XCU coverage for claims arising from explosion, collapse and underground damage;

- (g) Pollution Impairment Liability coverage of not less than \$1,000,000;

- (h) Contractual liability coverage for all oral and written contracts including the indemnity provisions contained herein

- (i) Deductibles shall not exceed \$5,000 per occurrence and shall be the sole responsibility of the Contractor;

- (j) Coverage for Cross Liability and coverage for Severability of Interest shall be included;

- (k) Claims made policies are not acceptable;

- (l) Coverage for Work performed on or within 50 feet of a railroad, by deletion of any limitation or exclusion of coverage on or within 50 feet of a railroad or by a Railroad Protective Liability policy which complies with Article 4.3.2 (a), (d), (e), and (h)-(k).

3. Automobile Liability Insurance covering use of all owned, non-owned and hired automobiles with a minimum combined single limit of liability for bodily injury and property damage of \$3,000,000 per occurrence, and shall include:

- (a) An endorsement that names the Owner, the Engineer, and the Design Engineer and each of their officers, employees, agents and consultants as additional insureds, states such "insurance is primary and all other insurance shall be noncontributory", and waives all rights of subrogation against the additional insureds;

- (b) Coverage for Cross Liability and coverage for Severability of Interest;

4. Property Insurance shall be on an all-risk policy form and shall include:

- (a) A minimum limit of liability in the amount of the initial Contract Price as well as subsequent modifications thereto for the entire Work at the site on a replacement cost basis without voluntary deductibles;

- (b) The interests of the Owner, the Contractor, the Engineer, and the Design Engineer and each of their officers, employees, agents, consultants, and all tiers of subcontractors, all of whom shall be listed as insureds or additional insureds and the policy shall, by endorsement, waive all rights of subrogation against the insureds and additional insureds and the endorsement shall state: "Subrogation: This insurance shall not be



invalidated should the named Insured waive in writing prior to a loss, any right of recovery against any person for loss occurring to the property described";

(c) Coverage for the Completed Value. If the Owner is damaged by the failure of the Contractor to maintain such insurance, the Contractor shall bear all reasonable costs properly attributable thereto;

(d) Coverage against the perils of fire and extended coverage and all physical loss or damage including, without limitation or duplication of coverage:

(i) lightning, windstorm, hail, smoke, explosion, riot, riot attending a strike, civil commotion, aircraft and vehicles;

(ii) theft, vandalism, malicious mischief, and water damage;

(iii) collapse, flood including tidal waves or overflow from bodies of water, landslide, water pressure or earth movement and earthquake;

(iv) removal of debris resulting from an insured loss and demolition occasioned by enforcement of any applicable legal requirements;

(v) falsework, temporary buildings and safety devices used by the Contractor to perform the Work;

(vi) portions of the Work stored on and off the site and in transit when such portions of the Work are included in an Application for Payment (including Inland Marine coverage and Installation and Equipment Float coverage as applicable);

(vii) and shall cover compensation for the services of the Design Engineer and the Engineer required as a result of the insured loss.

(viii) flood and tidal wave insurance coverage shall be for the maximum percentage of the Contract Price permitted by law.

(e) Remaining in full force and effect until the Final Payment has been made to the Contractor. The property insurance policy shall be endorsed to allow for partial use or occupancy by the Owner without permitting a cancellation or lapse of insurance coverage;

(f) Deductibles shall not exceed \$5,000 per occurrence with a deductible aggregate of \$5,000. The Contractor shall pay for deductible losses at no cost to any other insured or additional insured.

5. Boiler and Machinery Insurance shall be provided as required by the Supplementary Conditions or by law.

#### Certificates of Insurance

4.4 Prior to beginning any Work, the Contractor shall file with the Owner, Design Engineer and Engineer, Certificates of Insurance in a form satisfactory to Owner (ACCORD form) along with a copy of all endorsements

as required in Article 4.3. The certificates shall name each additional insured required by these General Conditions, shall state "insurance is primary and all other insurance shall be noncontributory", shall waive all rights of subrogation against the additional insureds; and shall also contain a provision that the Owner, Design Engineer and Engineer shall be notified in writing 30 days before the policies may be canceled or allowed to expire or any reduction in coverage. An additional certificate shall be submitted with the final Application for Payment showing required continuation of coverage beyond the Final Payment.

#### Property Insurance: Adjustment of Loss

4.5 A loss insured under the Contractor's property insurance shall be adjusted with the Contractor and made payable to the Contractor as fiduciary for the insured, as their interests may appear subject to the requirements of any applicable mortgage clause. The Contractor shall deposit the insurance proceeds in a separate account, and shall distribute payment to the parties in proportion to their cost for repairing or replacing the damaged Work. The Contractor shall provide a complete audited accounting of the distribution of insurance proceeds to all parties of interest.

#### ARTICLE 5 - CONTRACTOR

5.1 The Contractor shall be skilled in the type of work required by the Contract Documents and shall be licensed in accordance with applicable law. The Contractor shall perform at least ten percent of the dollar value of the Work using personnel on its own payroll.

#### Supervision

5.2 The Contractor shall supervise and direct the Work using its best skill and attention. The Contractor shall employ a competent superintendent to represent the Contractor at the site at all times work is being performed. The Superintendent shall not be replaced without reasonable cause and notice to the Engineer. Communications given to the Superintendent shall be as binding as if given to the Contractor.

#### Contractor Responsible for Means and Methods

5.3 The Contractor shall be solely and completely responsible for and have control over construction means, methods, techniques, sequences, procedures and safety and for coordinating all portions of the Work under the Contract Documents. The Owner, the

Engineer, and the Design Engineer and each of their officers, employees, agents and consultants shall not be responsible for any construction means, methods, techniques, sequences, nor for safety in, on or about the site, nor for coordinating any part of the Work.

#### Labor, Material and Equipment

5.4 The Contractor shall provide and pay for labor, material, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, communications, and other facilities and services necessary for the proper execution and completion of the Work.

5.5 The Contractor warrants to the Owner, the Engineer, and the Design Engineer and each of their officers, employees, agents and consultants that materials and equipment furnished under the Contract will be of good quality and new unless otherwise specified, that the Work will be free from defects, that all material, equipment, hardware, software and firmware products provided to the Project will be "Year 2000 Compliant" defined in Article 8.8, and that the Work will conform with the requirements of the Contract Documents. If required by the Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Work not conforming to these requirements, including Proposed Equivalents not Favorably Reviewed, may be considered defective. The Contractor's warranty excludes remedy for damage caused by the Owner's abuse, modification, improper maintenance, improper operation, or normal wear.

5.6 The Contractor shall enforce strict discipline and good order among persons performing the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

5.7 The Contractor shall be responsible to the Owner, the Engineer, and the Design Engineer and each of their officers, employees, agents and consultants for the acts and omissions of the Contractor's employees, subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor.

#### Subcontractors

5.8 Unless listing subcontractors at the time of bidding is required by the bidding documents, the Contractor shall furnish a list of all subcontractors whose work amounts to one-half percent or more of the Contract Price prior to beginning construction. The Contractor shall not contract with any subcontractor to whom the Owner or the Engineer has made reasonable and timely objection.

5.9 Contracts between the Contractor and subcontractors shall (1) require each subcontractor to be bound to the Contractor by the terms of these Contract Documents, and to assume toward the Contractor, the Owner, the Engineer, and the Design Engineer and each of their officers, employees, agents and consultants all the obligations and responsibilities including insurance requirements which the Contractor, by these Contract Documents, assumes toward the Owner, the Design Engineer and the Engineer, and (2) at the Owner's option, provide for the assignment of subcontractors to the Owner in the event of Termination of the Contract.

#### Taxes, Permits, Fees and Notices

5.10 The Contractor shall pay sales, consumer, use, and other similar taxes which are legally enacted when bids are received. The Contractor shall secure and pay for the building permit (less the Plan Review fee) and other permits and governmental fees, licenses and government required inspections necessary for proper execution and completion of the Work including utility connection fees. The Owner will submit the Drawings, Specifications and other required data to the Building Official prior to bidding and will pay for the Plan Review fee. The Owner will pay capital cost assessments such as plant investment fees required by utility owners.

5.11 The Contractor shall give all notices and shall comply with all laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on furnishing and performing the Work.

#### Patents

5.12 The Contractor shall include in its bid and shall pay royalties and license fees required for the use of all patents. The Contractor shall defend suits or claims for infringement of patent rights and shall hold the Owner, the Engineer, and the Design Engineer and each of their officers, employees, agents and consultants harmless from loss on the account thereof.

#### Documents at the Site, Record Drawings

5.13 The Contractor shall keep a complete set of Contract Documents including all modifications and all favorably reviewed submittals at the site. The Contractor shall prepare Record Drawings by neatly adding the following information in ink at least once a week to a set of Contract Drawings: (1) references to Contract modifications including Responses to Request For Information, minor changes and Change Orders;



(2) as-built work that differs from work shown on the Contract Drawings; and (3) the dimensioned, as-installed location of major underground and concealed utilities, conduits, piping, tanks, facilities and similar items. Record Drawings shall be made on a clean copy of the Contract Drawings furnished under General Conditions paragraph 2.7 and not used for any other purposes. The Contractor shall make Record Drawings available to the Engineer to verify progress. The Contractor shall submit and obtain favorable review of the Record Drawings prior to Final Acceptance.

#### Review of Contract Documents and Field Conditions

5.14 Before starting work, the Contractor shall carefully study and compare the Contract Documents with each other and with existing site conditions and field measurements. The Contractor shall immediately report any discovered deficiencies including code violations to the Engineer, in writing. The Contractor is not responsible for finding all deficiencies but will be held responsible for construction required to correct deficiencies or code violations that the Contractor had knowledge of or should reasonably have had knowledge of and did not report to the Engineer in writing.

#### Contractor's Construction Schedule

5.15 Within 10 days after the date in the Notice to Proceed, Contractor shall submit a temporary construction schedule covering the first 60 days of the Contract Time. The submittal shall be graphic and in electronic form (floppy discs or CD-ROM).

5.16 Within 30 days after beginning construction, the Contractor shall prepare and submit for the Owner's and the Engineer's information a construction schedule for the Work. Unless a specific type of schedule is specified in Division One, the form of schedule may be selected by the Contractor but the schedule shall show the beginning and ending date for each major construction task by each trade and the interdependencies between tasks, and shall identify the critical sequence of tasks (or "Critical Path") that determines the shortest time required to complete the Work. The schedule shall reflect input from the Contractor's subcontractors and suppliers, shall include an allowance for normal unfavorable weather and enough float time to accomplish all clarifications, requests for information or changes required in the Contract Documents, and shall not exceed time limits specified in the Contract Documents. If the Contractor's schedule shows a shorter construction period than provided in the Contract Documents, the Contractor's schedule shall be a Critical Path Method (CPM) type schedule, shall be prepared in sufficient detail to demonstrate the feasibility

of early completion and shall be submitted within 30 days after beginning construction. This CPM schedule shall show all required submittals and dates for ordering, shipping and receiving critical materials and equipment. Contractor's submittals shall be submitted with sufficient time to permit 30 days for a response and not impact Contractor's schedule. The submittals shall be graphic and in electronic format (floppy discs or CD-ROM).

5.17 It is agreed that the Contract Price includes the Contractor's office and field overhead, profit and related charges for the full Contract Time. The Contractor may, at its option, complete the Work in a shorter period than the Contract Time but the Contractor may not make a claim for extended overhead or other charges for: (1) delays that extended completion beyond the date planned by the Contractor but not beyond the Contract Time, and (2) delays contemplated by the Contractor and the Owner. All float in the schedule shall first be for the benefit of the Owner, the Engineer, the Design Engineer and then for the benefit of the Contractor. To the fullest extent permitted by law, the Contractor on behalf of itself and its subcontractors, waive any and all claims for damages attributable to delays, interference, or acceleration caused by the Owner, the Engineer, the Design Engineer and each of their officers, employees, agents and consultants and the Contractor and its subcontractors shall be entitled to an extension of the Contract Time as their exclusive remedy.

5.18 The construction schedule shall provide for expeditious and practicable execution of the Work and shall be revised and submitted monthly unless excused by the Engineer in writing. The Contractor shall conform to the most recent schedule.

5.19 The Contractor shall prepare and keep current, for the Engineer's information, a schedule of submittals which is coordinated with the Contractor's construction schedule and allows 30 days for the Engineer's review of each submittal and 30 days for review of each resubmittal.

#### Safety of Persons and Protection of Property

5.20 The Contractor shall be solely and exclusively responsible for construction safety means and methods and for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of this Contract.

5.21 The Contractor shall take all necessary precautions for safety of, and shall provide the

necessary protection to prevent damage, injury or loss to:

1. employees on the Work and other persons who may be affected thereby;

2. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's subcontractors or sub-subcontractors; and
3. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

5.22 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

5.23 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, necessary fences and other safeguards for safety and protection of persons and property on and off the site and shall: (1) post danger signs and other warnings against hazards, (2) promulgate safety regulations, and (3) notify owners and users of adjacent sites and utilities when the Contractor's operations may affect them.

5.24 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry out such activities under supervision of properly qualified personnel.

5.25 The Contractor shall promptly remedy damage and loss to property that the Contractor is required to protect caused in whole or in part by the Contractor, a subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable. The Contractor shall not be responsible for damage or loss resulting solely from the acts or omissions of the Owner or the Engineer or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under the Indemnification clause in this Article 5.

5.26 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated by the Contractor in writing to the Owner and Engineer.

5.27 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs required in connection with the Work and shall send copies of all accident, injury or work-related illness reports and of all notices of unsafe conditions to the Engineer.

5.28 The Contractor shall not load or permit heavy weights to be placed on any part of the construction or site so as to endanger its safety.

#### Hazardous Materials

5.29 If the Contractor encounters material on the site which it reasonably believes may contain asbestos, polychlorinated biphenyl (PCB) or other hazardous material, the Contractor shall stop work in the affected area and shall notify the Owner in writing. The Owner shall have the suspected material tested and if found to contain asbestos, PCB or other hazardous material, the Owner shall have the material removed or rendered harmless. Work in the affected area may be resumed when the Owner gives written notice that the material containing asbestos, PCB or other hazardous material has been removed or made harmless. If halting work in the affected area impacts the Contractor's critical path for construction, the delay will be regarded as an Excusable Delay and the Contract Time will be extended.

#### Owner's Indemnification for Hazardous Materials

5.30 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Engineer, Design Engineer, and each of their consultants, agents, employees, officers, and shareholders from and against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from work in areas affected by asbestos, polychlorinated biphenyl (PCB) or other hazardous material, the presence and location of which has not been identified by the Owner in writing.

#### Emergencies

5.31 In an emergency affecting safety of persons or property, the Contractor shall act as required to prevent threatened damage, injury or loss without instruction or authorization from the Owner or Engineer. Additional compensation or extension of time claimed by the Contractor on account of such an emergency shall be determined as provided under Article 10.



#### Indemnification

5.32 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, the Engineer and the Design Engineer and each of their agents, consultants, officers, employees, and shareholders from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, caused in whole or in part, or arising out of, connected with, or resulting from the performance of the Work, regardless of whether or not such liability, claim, damage, loss or expense was caused in part by any negligent act or omissions, whether active or passive, by a party indemnified hereunder. The Contractor stipulates that this provision has been negotiated in accordance with applicable law to be fully enforceable.

5.33 The obligation of the Contractor under this indemnity and hold harmless agreement shall not apply to liability for damages arising from the sole negligence or willful misconduct of the Owner, the Engineer, or the Design Engineer or their agents, consultants, employees, officers, shareholders or independent contractors (other than the Contractor).

5.34 The Contractor's liability to the Owner, Engineer and Design Engineer under this Indemnification Clause shall not be limited by any legal limitation on the amount or type of damages, compensation or benefits payable under workers' compensation acts, disability benefit acts or other employee benefit acts.

5.35 The Contractor's liability insurance shall provide coverage for the Contractor's obligations under this Indemnification Clause in accordance with paragraph 4.3.

#### ARTICLE 6 - OWNER

##### Owner's Right to Perform Work and Award Separate Contracts

6.1 The Owner reserves the right to perform construction within, related to or adjacent to the Work as a separate activity using its own workers or by contracts with separate contractors under contract conditions similar to those in Article 4 with respect to insurance and subrogation. The Owner shall provide coordination of these separate activities with the Work of the Contractor.

6.2 The Contractor shall cooperate with the Owner's separate contractors and workers and shall afford them access to their work areas and space to store materials, tools and equipment. The Contractor shall adjust its construction schedule to reflect agreed upon interfaces with the Owner's separate activities.

#### Mutual Responsibility

6.3 If part of the Contractor's work depends on or must interface with work performed by the Owner as a separate activity, the Contractor shall (1) cooperate with the Owner's coordination of the work efforts, (2) inspect the work provided by the Owner's separate activities for compatibility with work provided or intended to be provided by the separate contractor, and (3) report to the Owner and the Engineer, prior to proceeding with work that may be affected, any deficiencies in work planned or executed by the Owner that would render it incompatible with work planned or completed by the separate contractor.

6.4 If the Contractor is caused delay or additional cost because of the Owner's separate activities, it may make a Claim as provided under Article 10.

##### Owner's Right to Stop the Work

6.5 If the Contractor fails to correct defective work or continues to perform defective work, the Owner may issue a signed order directing the Contractor to stop the Work or a portion of the Work until the defective work has been corrected. This right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

##### Owner's Right to Carry Out The Work or Correct Defective Work During Construction

6.6 If the Contractor fails to remove and replace or correct Defective Work, or if the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails to cure the defect, fault or neglect within 7 days after receipt of written notice from the Owner, the Owner may issue a second notice warning the Contractor that if it does not correct the defect, fault or neglect within the second 7-day period the Owner will, without prejudice to other remedies the Owner may have, correct such deficiencies. In which case, the Owner will deduct the cost of correcting such deficiencies, including compensation for any additional engineering services required, from payments due the Contractor. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. The Owner's right to correct Defective Work during the Guarantee Period is covered in Article 12.

#### ARTICLE 7 - ADMINISTRATION OF THE CONTRACT

7.1 At the Owner's option, either the Owner or the Engineer designated by the Owner will provide administration of the Contract and will be the Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the Guarantee Period. If an engineer other than the Design Engineer is appointed to be the Engineer to administer the Contract during construction, the duties and responsibilities of the Engineer and the Design Engineer during construction will be defined in the Supplementary Conditions, in Division One of the Specifications or in a modification to the Contract.

7.2 The Engineer may visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in accordance with the Contract Documents. However, the Engineer will not be required to make exhaustive or continuous on-site inspections to check quality or quantity of the Work. The Contractor shall not rely upon the Engineer's site visits nor raise as a defense to any claims of defective work, that the Engineer visited the site or observed the site.

7.3 The Engineer shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility as provided in Article 5. The Engineer shall not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

7.4 The Engineer shall not have the authority to authorize extra work or to change the Contract Time or Price. The Engineer shall not have the authority to stop the Work. The Engineer's duties, responsibilities and limitations of authority are set forth in the Agreement between the Owner and the Engineer and shall not be modified by any action or inaction of any parties and can only be changed by a fully executed Amendment to the Agreement between the Owner and the Engineer.

7.5 The Engineer will have authority to reject Defective Work. The Engineer will have authority to require additional inspection or testing of the Work whether or not such Work is fabricated, installed or completed. Neither this authority of the Engineer nor a decision not to exercise such authority shall give rise to a duty or responsibility of the Engineer to the Contractor,

subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work.

7.6 The Owner may arrange for the Engineer to provide a full-time on-site Resident Engineer with additional staff as appropriate. The duties, responsibilities and limitations of authority of the Resident Engineer and his staff shall be the same as defined for the Engineer in the Agreement between the Owner and the Engineer.

#### Communications

7.7 Communications between the Owner or the Design Engineer and the Contractor shall be through the Engineer. Communications between the Contractor and the Design Engineer shall be through the Engineer, and communications between the Contractor and the Design Engineer's consultants shall be through the Engineer and the Design Engineer. Communications between the Engineer and the subcontractors shall be through the Contractor.

#### Requests for Information and Responses

7.8 The Engineer will endeavor to issue Responses to Requests for Information within 30 days of the date a Request for Information is received by the Engineer unless the Engineer requests more information from the Contractor in which case the Response will be issued 20 days after receipt of the additional information. The Contractor shall use the Request for Information form, attached as Exhibit GC-1. The Engineer's Response to a Request for Information shall not authorize a change in Contract Time or Price. If the Contractor disagrees with the Engineer's interpretation of the Contract Documents, it shall notify the Engineer in writing in accordance with Article 9. The Engineer shall not be required to answer Requests for Information when the information is contained in the Contract Documents or when the Request for Information form is incomplete or not used.

#### ARTICLE 8 - SUBMITTALS

##### Definitions

8.1 Definition of Terms:

1. "Shop Drawings" are drawings, diagrams, schedules and other data custom prepared by the Contractor or one of its subcontractors or suppliers to illustrate some portion of the Work.

2. "Product Data" are catalogue pages, brochures, schedules, performance charts, diagrams, instructions



and other information which have been highlighted or marked and certified (if required) in the Technical Specifications by the Contractor to indicate the specific items, including options, that are being submitted for some portion of the work.

3. A "Proposed Equivalent" is an item proposed for use by the Contractor in lieu of the first specified item and warranted by the Contractor as being at least equal in quality, utility, function and appearance to the first specified item. The Contractor shall assume all costs and be fully and solely responsible for the Proposed Equivalent.

4. "Favorable Review" by the Engineer means that based on information submitted by the Contractor and in consideration of the Contractor's warranty required by General Conditions paragraph 8.8 the Contractor may provide the Favorably Reviewed item or work subject to the limitations in General Conditions Article 8, the General Requirements of Division 1, and the Engineer's review comments.

5. The term "first specified item" or "first named maker" refers to the first product identified in the Specifications by a model number or trade name and/or by a maker's name for a specified item.

#### Specified Items, Proposed Equivalents ("Or Equal")

8.2 When the first specified item is followed by a second maker's name and "or equal," the Contractor may submit Proposed Equivalent items that are in the Engineer's review. Proposed Equivalent items that are in the Engineer's judgment equal to the first specified item in quality, utility, and appearance, will be Favorably Reviewed. Where a product description and first maker's name is followed by "or equal" with no second maker's name, it means the specifier knows of no equivalent product and the Contractor may submit Proposed Equivalent products by other makers for review. Where the term "or equal" is omitted, it means that the named item is required to meet the Owner's needs; no products or makers other than those specified will be considered.

8.3 Proposed Equivalent items must be submitted as required for Product Data submittals on the form attached as Exhibit GC-3 and shall include adequate technical information to fully describe the function and quality of the item. Submittals of Proposed Equivalent items that are not made within 35 days of the Notice to Proceed will be rejected unless the Engineer has agreed in writing to a later submittal date and the Contractor agrees to comply with all conditions of the Engineer for the late submittal. If the Contractor's second attempt to obtain Favorable Review of a Proposed Equivalent item is unsuccessful, the Contractor shall submit the first specified item.

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8.4 Inclusion of a second maker's name indicates the maker is acceptable but does not necessarily indicate the maker offers a standard product equal to the first specified item.

1. Items by the second named maker are subject to the same conditions of review and compatibility as other Proposed Equivalent items.

2. Inclusion of a maker's name and/or model number after a specification description is not a representation that the maker will furnish an item meeting the Contract requirements at bid time or at time of need. It is the Contractor's sole responsibility to furnish items meeting the Contract requirements.

8.5 Where items are specified with a description followed by a maker's name and trade name or model number, the item shall be provided with all of the custom modifications, special features, accessories and options described even though such things may not normally be included by the maker or provider as part of the model specified. Where there is a conflict between the written description of an item and maker's trade name and/or model number, the written description shall take precedence.

8.6 The design is based on first specified items including all described custom modifications, special features, accessories and options as made by the first named maker. The Contractor shall be responsible for all cost including redesign required to accommodate a Proposed Equivalent item including items by the second named maker.

8.7 The Engineer's review of Proposed Equivalent items is based solely on information provided by the Contractor and on the Contractor's warranty that the proposed item is at least equal in quality, utility, function and appearance to the first specified item. Favorable Review of a Proposed Equivalent item has the same meaning and is subject to the same limitations that apply to the Favorable Review of Product Data and Shop Drawings described in this Article.

#### Shop Drawings, Product Data, Samples and Proposed Equivalents

##### Intent of Contractor's Review

8.8 The Contractor shall make required submittals including Shop Drawings, Product Data, Samples and Proposed Equivalent items in time to allow for the Engineer's review and resubmittal, if required, without causing delay to the Work. The Contractor and appropriate subcontractor shall review, stamp, date and sign submittals before sending them to the Engineer. By

making such a submittal, the Contractor makes the following warranty and shall include that warranty statement on its letter of transmittal.

"The Contractor warrants:

1. Work or items submitted are complete, accurate and meet the requirements of the Contract Documents, or else any deviations are identified and described in a separate letter accompanying the submittal form. Exhibit GC-2.

2. Work or items submitted have been coordinated with and meet the requirements of other submittals, field conditions and the Work as a whole and quantities and dimensions are correct.

3. Proposed Equivalent items are at least equal in quality, utility and appearance to the first specified item, or else any deviations are identified in a separate letter accompanying the submittal form. Exhibit GC-3.

4. Adjustments to other work required to accommodate Proposed Equivalent items including second named items have been delineated on the submittal and will be made at the Contractor's expense.

5. This submittal includes all items needed for a particular specification section or assembly for which submittals are required.

6. And represents that all material, equipment, hardware, software and firmware product provided to the Project will be "Year 2000 Compliant". Year 2000 Compliant products will perform without error, loss of data or loss of functionality arising from any failure to process, calculate, compare or sequence date data accurately. In addition, Year 2000 Compliant products and/or services will not cause any associated products or systems in which they may be used to fail in any of the ways described above. This Year 2000 Compliant Warranty will remain in effect through January 1, 2034, not withstanding any other warranty period specified in the Contract Documents."

#### Intent and Limitations on Engineer's Review

8.9 The Engineer's review of the Contractor's submittals is done solely for the Engineer's and Owner's benefit. The Contractor agrees that the Engineer has no duty to the Contractor or any of its subcontractors or suppliers for the accuracy, completeness or adequacy of the Engineer's review of its submittals.

8.10 The Engineer's review of submittals is for compliance with the design intent and requirements of the

Contract Documents and is based solely on information provided by the Contractor and on the Contractor's warranty that the work or items submitted meet the requirements of the Contract Documents, and the Work as a whole. If later information reveals that work or items submitted or furnished do not meet the requirements of the Contract Documents or the Work as a whole, the Engineer's Favorable Review shall be void and the items or work shall be considered Defective. The Engineer's Favorable Review shall not include an examination of methods or means of construction or required safety precautions. The Engineer's Favorable Review: (1) shall not include a review of quantities or dimensions, (2) shall not relieve the Contractor from responsibility for errors or omissions in submittals, (3) shall not relieve the Contractor from responsibility for complying with the requirements of the Contract Documents, (4) shall not constitute a Change Order, and (5) shall not constitute final acceptance of a product, item or portion of the Work.

8.11 The Engineer's Favorable Review of submittals shall not relieve the Contractor from responsibility for deviations from the requirements of the Contract Documents unless the deviations are specifically called to the Engineer's attention in a separate letter accompanying the submittal form. Exhibit GC-2, and the Engineer favorably reviews the specific deviations in writing.

8.12 The Engineer's Favorable Review of a resubmittal does not include a review of changes made by the Contractor to a previous submittal that were not requested by the Engineer unless the Contractor specifically calls the Engineer's attention to the non-requested changes, in a separate letter accompanying the resubmittal of form Exhibit GC-2.

8.13 Where performance type specifications are used or where pre-engineered or Contractor designed systems, elements, equipment or components are called for, the Owner, the Design Engineer and the Engineer shall have the right to rely on the Contractor's design. Favorable Review of the Contractor's design submittal shall be limited to acknowledgment that the design was prepared with the intent of meeting the specified performance criteria, but the Engineer's review shall not constitute a review of the design itself, or the designer's calculations, or of the effectiveness of the design in actually satisfying the specified criteria.

8.14 The Contractor shall allow 30 days for the Engineer's review of each submittal and 30 days for each resubmittal unless a different period is specified by the Engineer in writing. If the Engineer requests

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additional information or clarification of a submittal, the 30 days shall be measured from the date the additional information or clarification is received. If the Contractor requires more than two submittals to obtain the Engineer's Favorable Review, the Contractor shall compensate the Owner for the cost of the Engineer's additional review time. The Contractor shall not perform work for which reviewed submittals are required without obtaining Favorable Review of submittals.

8.15 Submittals required for the Owner's or Engineer's information and on which the Engineer shall not be expected to take responsive action are identified in the Contract Documents.

#### ARTICLE 9 - CHANGES IN THE WORK

##### Changes

9.1 The Owner may order changes in the Work after executing the Agreement by issuing a written Change Order or Work Directive Change.

9.2 The Contractor expressly agrees that it shall not consider any order, instruction, Clarification, Response to a Request for Information or any other communication either written or oral given intentionally or unintentionally by the Engineer, Owner or any other person as authorization or direction to do work that would cause a change in Contract Time or Price unless it is a Change Order or Work Directive Change signed by the Owner.

##### Requests for Quotation

9.3 If a change involving Contract Price or Time is being considered, the Engineer will issue a Request for Quotation describing the proposed change. The Contractor shall submit a quotation promptly so not to delay or interfere with the progress of the Work, in accordance with the requirements for determining the cost of changes described in this Article.

##### Change Orders

9.4 If the Owner and the Contractor agree on the change in Price and Time for a proposed change, a Change Order will be issued and signed by the Engineer, Contractor and the Owner. An executed Change Order shall be conclusive and final settlement of the change in Contract Time and Price for the work covered by the Change Order including the effect of the change on all other portions of the work completed or not and shall include compensation for all related claims for disruption, impact, delay or extended overhead, if any, that may

result from the change. Implied in every Change Order, unless expressly reserved by the Owner or Contractor, is a waiver of all known and unknown claims arising out of the Change Order, including a waiver of Section 1542 of the California Civil Code as well as under any other state or federal statute or common law principle of similar effect which provides as follows:

"GENERAL RELEASE CLAIMS EXTINGUISHED.

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him, must have materially affected his settlement with the debtor."

9.5 The Owner reserves the right to have changed work performed by a separate contractor or its own workers if the Contractor and the Owner cannot agree on the change in Price and Time required.

##### Work Directive Change

9.6 If the Owner and the Contractor have not agreed on the change in Price or Time required for a proposed change, or if time does not permit preparation of a quotation, the Owner may direct the Contractor to proceed with the work on a cost accounting basis by issuing a Work Directive Change.

9.7 All Work Directive Changes must be signed by the Owner and will state the maximum sum the Owner is obligated to pay.

1. If the Contractor has agreed to do the work on a cost accounting basis and to complete the work for an amount not to exceed the stated maximum sum, the Contractor shall sign the Work Directive Change.

2. If the Contractor cannot agree to a maximum sum to complete the work, the Contractor shall not sign the Work Directive Change. In that case the maximum sum shall limit the amount the Owner is obligated to pay to the Contractor but shall not obligate the Contractor to complete the work for that sum.

9.8 When the Owner and the Contractor agree on the change in Price and Time for a Work Directive Change, the Work Directive Change shall be converted into a Change Order.

##### Information, Interpretations and Minor Changes

9.9 The Engineer has the authority to order minor changes in the Work including interpretations which are consistent with the intent of the Contract Documents.

The Engineer does not have authority to order any changes which involve:

1. a change in Contract Price, or
2. a change in the Contract Time, or
3. means, methods, techniques or sequence of Work, or
4. safety in, on or about the site.

If the Contractor considers that any minor changes so ordered causes a change in Contract Price or Time, the Contractor shall notify the Engineer in writing within 15 days of receipt of the order and shall not proceed with the work except in the case of an emergency endangering persons or property.

9.10 If, after reviewing the Contractor's objection to a minor change, the Engineer determines the work is required by the Contract Documents and does not involve a change in Price or Time, the Owner may direct the Contractor, in writing, to proceed with the work. If so directed, the Contractor may (1) accept the Engineer's determination and proceed with the work or (2) give the Engineer written notice 5 days in advance of beginning work stating that it intends to make a claim under Article 10 and will document costs in accordance with paragraphs 9.11 through 9.14.

##### Determining Cost of Changes

9.11 The Contractor's quotations of cost on proposed changes and cost reported for work performed on a cost accounting basis shall be determined as the sum of the following:

1. costs of labor including foremen engaged on the work but not of the Superintendent, field engineer, project manager, and other supervisory or support personnel except as provided in paragraph 9.11.5. Labor costs shall include the cost of social security, old age and unemployment insurance, fringe benefits required by labor agreements and workers' or workmen's compensation insurance;
2. costs of materials, supplies and equipment, including cost of transportation, incorporated in the Work;
3. rental costs of machinery and equipment, exclusive of portable power or hand tools, supplied by the Contractor or rented from others;
4. costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the change;
5. the increased or decreased cost of the Contractor's supervision and field office personnel but only if the

change affects the "critical path" of construction activities and requires a change in Contract Time;

6. the cost of any tier of subcontractors' work computed as required for the Contractor's work. The mark-up charged by a subcontractor for overhead and profit shall be subject to negotiation and shall not exceed 15% for work performed directly by the subcontractor and 5% for work performed by a subcontractor one tier below it, and

7. for work performed by the Contractor, the mark-up for overhead, profit and all other costs shall be subject to negotiation and shall be the lesser of 15% for work performed directly by the Contractor and 5% for work performed by a subcontractor or the markup included in escrowed bid documents.

Work shall be done making the most effective use of labor; materials shall be purchased at the lowest available price and all discounts shall be passed on to the Owner; equipment shall be rented at the most favorable rate available for the term of use required.

9.12 When both additions and deletions are related and pertain to the same work item and are included in the same Change Order, the mark-up for overhead and profit shall be computed on the net increase, if any. No deductions for overhead and profit will be made on deductive changes except for deductive changes that materially change the scope of the work or deductive changes issued pursuant to the Owner's right to correct defective work, the Owner's right to remedy the Contractor's default or neglect or the Owner's right to terminate the Contract for cause.

9.13 The Contractor shall keep the Engineer informed as to when and where work is being performed on a cost accounting basis and shall submit complete auditable records of the cost of such work including daily time sheets signed by the Engineer.

9.14 Any work for which the Contractor may wish to make a claim shall be done in accordance with these requirements for work done on a cost accounting basis.

##### Change in Contract Time Due to Changes in the Work

9.15 If the work required by a Change Order affects the "Critical Path" of construction tasks and is the sole, unavoidable cause for changing the length of time required to complete the Work, the Contract Time will be adjusted accordingly.



## ARTICLE 10 - CLAIMS AND DISPUTES

### Claims

10.1 A Claim is a written demand by one of the parties to the Contract for an interpretation of Contract terms or an adjustment in Contract conditions including Price or Time and may involve questions of performance under the Contract including acceptability of work, progress of work, the extent to which work has been completed, whether work is included in the Contract, and other matters in question between the Owner and the Contractor.

### Engineer's Decisions

10.2 Claims shall be made in writing and shall include complete documentation including:

1. The Contractor's certification, by its owner or an officer, under penalty of perjury, that (a) the claim is made in good faith, (b) supporting data are accurate and complete to the best of the Contractor's and subcontractor's knowledge and belief, and (c) the amount requested accurately reflects the Contract adjustment for which the Contractor believes the Owner is liable.

2. Full disclosure of facts and detailed reasons supporting the Claim and citing relevant provisions in the Contract Documents.

3. Complete documented cost of doing the work for which it is making a Claim and such cost shall be computed in accordance with General Conditions paragraphs 9.11 through 9.14.

The Engineer, as an arbiter of disputes, will make an initial decision on all Claims made prior to the date the final payment is due including Claims alleging an error or omission by the Engineer. The Engineer's decision will be in writing, will be consistent with the intent of Contract Documents and will cite the basis on which it is made. The Engineer will endeavor to make decisions that are impartial and will not be liable for results of decisions made in good faith. The Engineer's decision is a condition precedent to a demand by either party that a Claim be settled by litigation, or if agreed to in advance by both parties or if required by law, be settled by mediation or arbitration.

### Time Limits for Submitting and Deciding Claims

10.3 The Contractor shall give written notice 5 days prior to beginning any work for which it intends to make a Claim for an increase in Contract Time or Price and expressly waives any right to make a Claim if the required notice is not given. All other Claims must be made within 14 days of the time the condition giving rise to the Claim becomes known to the claimant. The

Engineer, as an arbiter of disputes, will issue a written decision on the Claim within 30 days after receipt of the Claim unless additional information is requested from the claimant or the claimant amends the Claim and then a decision will be issued within 30 days after receipt of additional information, or an amended Claim.

10.4 A demand to appeal the Engineer's decision and settle a Claim by litigation, mediation or arbitration can only be made after the Engineer has made a written determination, or in the absence of a determination, 7 days after the Engineer's determination became due. If no demand to settle a Claim by litigation, mediation or arbitration is made within 15 days after the Engineer's written decision was issued, the Engineer's decision shall become final and binding on the Owner and the Contractor and if a change in Contract Time or Price is involved, a Change Order shall be signed by both parties.

10.5 Provisions of law notwithstanding, the Owner and Contractor hereby agree that neither the Engineer, the Design Engineer, nor any other third party shall, without its specific written consent, be required to participate as a party in any litigation, arbitration or mediation proceedings between the Contractor and the Owner initiated to resolve disputes under the Contract Documents.

### Mediation

10.6 If any dispute, controversy, or Claim (hereinafter referred to as a dispute) arises out of or relates to this Contract, or breach thereof, and if the dispute cannot be settled through direct discussions, then the parties first agree to try to settle the dispute by mediation before resorting to litigation or some other dispute resolution procedure. The mediator shall be an attorney experienced in mediating construction disputes and shall be chosen by agreement of the parties, but if no agreement then appointed by the Presiding Judge of the Superior Court in the jurisdiction of the site. Each party shall bear its own costs and expenses of the mediation, including attorney's fees. The fees and costs of the mediator shall be borne equally by the parties.

### Work Continued During Disputes

10.7 The Contractor shall continue to work in conformance with the requirements of the Contract Documents and the progress schedule during any dispute and when waiting for decisions on Claims by the Engineer or for resolution of Claims by litigation, mediation or arbitration, unless otherwise directed in writing by the Engineer or Owner.

## ARTICLE 11 - CONTRACT TIME AND DELAYS

### Definitions

#### 11.1 Definitions of Terms:

1. "Contract Time" is the period of time including authorized adjustments allowed for completion of the Work and is measured from the date of commencement in the Notice to Proceed to the date of Final Completion.

2. "Day" is a calendar day beginning and ending at midnight.

3. "Unusual Weather" is defined as when either the number of Wet Days or the number of Freezing Days exceeds the most recent published mean number of Wet or Freezing Days for the period of record, for the same month and for the weather observing station closest to the project site as reported in "Comparative Climatic Data" published by the National Oceanic and Atmospheric Administration, Asheville, NC 28801. "Wet Days" are defined as days that have at least 0.01 inch of rainfall unless modified in the Supplementary Conditions. "Freezing Days" are defined as days with a minimum temperature of 32 degrees F or lower.

### Computation of Time

11.2 Any period of time referred to in the Contract Documents measured in days shall mean consecutive calendar days and shall exclude the first and include the last day. If the last day falls on a Saturday, Sunday or legal holiday, it shall be omitted from the calculation.

### Contract Time

11.3 Time limits stated in the Agreement are the essence of the Contract. The Contractor confirms that the Contract Time is a reasonable period for performing the Work and includes enough float time to allow for normal unfavorable weather and other reasonably anticipated delays.

### Damages for Late Completion

11.4 Liquidated damages if applicable are not stipulated in the Agreement. If liquidated damages are not stipulated, the Contractor will be assessed actual damages suffered by the Owner as a result of completion after the Contract Time.

### Commencing Work

11.5 The Contractor shall not commence work (1) prior to the date in the Notice to Proceed, (2) prior to giving the Engineer 5 days written notice and (3) prior to the

effective date of insurance coverage required under Article 4.

### Accelerated Work If Required to Meet Schedule

11.6 The Contractor shall proceed expeditiously with adequate forces and shall achieve Final Completion within the Contract Time. If the Contractor's performance falls behind schedule, the Contractor shall accelerate the work as required to get back on schedule at no additional cost to the Owner. Accelerated work shall include air or express delivery of materials and equipment, increasing the number of workers, working overtime, working Saturdays, Sundays, and holidays and working additional shifts. The Contractor shall pay the Owner for any extra cost of inspection made necessary by accelerated work required under this provision.

### Excusable Delay

11.7 "Excusable Delay" means unforeseeable delay beyond the Contractor's or Owner's control and not resulting from the Contractor's fault or negligence. Excusable Delay includes labor disputes, fire, Unusual Weather, unavoidable casualties and unusual delays in transportation. The Contractor may make a Claim under Article 10 for an extension of Contract Time due to an Excusable Delay if it can show that the Excusable Delay is the sole and unavoidable cause increasing the time actually needed to complete the Work. The Contractor shall not be entitled to an increase in Contract Price due to an Excusable Delay.

### Compensable Delays

11.8 The Contractor may make a Claim under Article 10 for extension of Contract Time due to delays that are not due to the fault or neglect of the Contractor and which could not have been reasonably anticipated, including delays: (1) caused by the Owner or Engineer or by the Owner's separate contractors or workers, (2) resulting from the Owner's failure to provide access to lands or rights-of-way on which the Work is to be performed, or (3) due to suspension of the Work ordered by the Owner. In making such a Claim, the Contractor must demonstrate that the delay was the sole and unavoidable cause for increasing the length of time required to complete the Work. For purposes of settlement of Claims under this paragraph, the Contractor's cost shall be determined in accordance with paragraph 9.11 except that no mark-up for profit will be allowed and therefore, the maximum percentage mark-ups allowed under subparagraphs 9.11.6 and 9.11.7 shall be reduced by one-third.

### General Conditions

00700-15

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### General Conditions

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<p>11.9 Changes in Contract Time associated with changes ordered by the Owner are covered under Article 9.</p> <p>11.10 An executed Change Order covering changes ordered by the Owner under Article 9 or the resolution of Claims made under Article 10 shall be the final and conclusive settlement of the change in Contract Time and Price for the work or Claim covered by the Change Order including all related costs in accordance with Article 9.4.</p> <p><b>ARTICLE 12 - INSPECTION, DEFECTIVE WORK, GUARANTEE</b></p> <p><b>Defective Work</b></p> <p>12.1 Defective Work is work that (1) is unsatisfactory, faulty, deficient, or leaks, breaks, fails or does not conform to the Contract Documents; or (2) does not meet the requirements of reference standards, tests or approvals specifically referred to in the Contract Documents; or (3) has been damaged prior to final acceptance; or (4) does not meet applicable industry or trade standards; or (5) a substantial is required and Favorable Review has not been obtained.</p> <p><b>Access to Work and Notice</b></p> <p>12.2 The Contractor shall provide the Owner, the Engineer and each of their representatives safe access to every part of the Work at all times work is in progress for observation, inspecting and testing. The Contractor shall give 2 days notice of work being ready for required inspection, test or approval or of intent to cover work up.</p> <p><b>Tests and Inspections</b></p> <p>12.3 Unless otherwise specified, the Contractor shall arrange and pay for tests, inspections and approvals required by laws, ordinances, rules, regulations, orders of public authorities having jurisdiction or by the Contract Documents. All such tests, inspections and approvals shall be performed by an independent testing laboratory or inspection agency acceptable to the Engineer or to the appropriate public authority. Samples to be tested and items of work to be inspected will be selected by the Engineer or the public authority requiring the test or inspection. Test reports, inspection reports and certificates shall be submitted directly to the Engineer by the performing laboratory or agency. The Contractor shall notify the Engineer at least 2 days prior to all tests and inspections to permit observation by the Engineer.</p>	<p>12.9 The Owner may use Defective Work without negating its rejection or decreasing the Guarantee Period which shall commence when the work is finally corrected or replaced and accepted. When all or part of the Work is being used by the Owner, the Contractor shall schedule correction or replacement of Defective Work at the Owner's convenience.</p> <p><b>Tests and Inspections Do Not Reduce Contractor's Responsibility for Performance</b></p> <p>12.10 Observations by the Engineer or tests, inspections or approvals by others shall not relieve the Contractor from its obligation to perform the Work in accordance with the Contract Documents.</p> <p><b>Guarantee Period</b></p> <p>12.11 Within 7 days of receipt of written notice from the Owner, the Contractor shall correct or replace work found Defective within one year after the date of Final Completion of the Work and Acceptance by the Owner or such longer period as covered by any Special Guarantee required by the Contract Documents or by law. For work first performed or first made acceptable after the date of Final Completion, the one-year or longer Guarantee Period shall commence to run at the time the Work is completed or made acceptable.</p> <p><b>Owner's Right to Correct Defective Work During Guarantee Period</b></p> <p>12.12 If the Contractor fails to correct Defective Work within 7 days of receiving notice to do so, the Owner may correct the Work and recover the cost of correction from the Contractor. If the Defective Work creates an emergency where delay would cause unsafe conditions or serious risk of loss or damage, the Owner may proceed to correct the Defective Work without giving the Contractor notice.</p> <p>12.13 If the Owner corrects Defective Work under this paragraph, the Contractor shall pay the Owner all direct, indirect and consequential cost and all required engineering services and attorney's fees.</p> <p>12.14 The Contractor shall be responsible for the cost of removing and replacing work provided by the Owner when such removal and/or replacement is necessary to permit correction of Defective Work for which the Contractor is responsible.</p>	<p><b>Contractor's Liability for Defective Work Not Limited by Guarantee</b></p> <p>12.15 Nothing contained in this Article 12 nor in any Special Guarantee required under Division 1 General Requirements shall be construed to limit the period of the Contractor's obligations under the Contract Documents or under law. Establishment of a time period for the Contractor's specific obligation to correct work places no limit on the time within which the Contractor's obligation to comply with the Contract Documents may be enforced nor on the period during which the Contractor may be held liable for the effect of Defective Work.</p> <p>12.16 Nothing contained in this Article 12 nor in any Special Guarantee required under Division 1 General Requirements shall be construed to limit the Contractor's, subcontractor's, material or equipment supplier's liability for damages sustained as a result of latent or patent defects in equipment or materials furnished or caused by the negligence of the Contractor or his subcontractors or suppliers. The guarantees contained in this Article 12 shall not be a waiver of nor shall they reduce any guarantee or warranty offered by the suppliers of materials or equipment furnished under this Contract nor shall they reduce any responsibilities imposed on manufacturers or suppliers of such equipment under law.</p>	<p><b>General Conditions</b></p> <p>00700-17</p> <p>© KJL July 2008</p>
<p><b>Reinspection</b></p> <p>12.4 If the Engineer determines that portions of the Work require additional testing or retesting, the Contractor shall provide material to be tested, safe access to test locations, power, light and other services. The cost of retesting shall be paid for by the Owner, but if the additional tests or retesting indicate that said portion of the Work is Defective, the Contractor shall pay the Owner all costs associated with additional testing or retesting including the cost of the Engineer's additional service.</p> <p><b>Uncovering Work</b></p> <p>12.5 If work is covered or concealed without giving the Engineer 2 days notice to permit observation, it shall be uncovered or exposed at the Contractor's expense to permit observation if so requested.</p> <p>12.6 If the Engineer wishes to have work uncovered for observation after having been given the required notice to observe it, the Contractor shall uncover the work on a cost accounting basis. If the work is found to be in accordance with the Contract Documents, the Owner shall pay the cost of uncovering and replacing the work. If the work is found to be Defective, the Contractor shall pay the cost of uncovering, connecting the work and the cost of required additional engineering and testing service.</p> <p><b>Correction of Defective Work</b></p> <p>12.7 The Contractor shall promptly correct or replace: (1) work rejected by the Engineer as being Defective, and (2) work that is Defective whether or not rejected by the Engineer. The Contractor shall correct Defective Work prior to installing subsequent related or connected Work. The Contractor's obligation to correct Defective Work applies to latent as well as patent defects and whether or not the work is fabricated, installed or completed and whether observed before or after Substantial Completion. The Contractor shall bear the cost of correcting Defective Work, including consequential costs, engineering services and attorneys' fees made necessary thereby.</p> <p><b>Acceptance or Use of Defective Work</b></p> <p>12.8 The Owner may elect to accept Defective Work in which case a deductive Change Order shall be signed by the Contractor reflecting the decreased value of the Work. If final payment has been made, the Contractor shall pay to the Owner a sum reflecting the decreased value of the Work.</p>	<p><b>Application for Payment</b></p> <p>13.2 The period covered by each Application for Payment shall be one calendar month. Payment shall be based on work completed as of the Application for Payment Date which shall be the last day of the month</p>	<p><b>General Conditions</b></p> <p>00700-18</p> <p>© KJL July 2008</p>	



unless otherwise stated in the Agreement. Within 7 days after each Application for Payment Date, the Contractor shall meet with the Engineer to review the line item amounts proposed by the Contractor for payment. When the amounts proposed are acceptable to the Engineer, the Contractor shall prepare and submit within 3 days, the Application for Payment form, attached as Exhibit GC-4, and Conditional Lien Releases from the Contractor, each subcontractor, supplier and materialman whose work is included in the Application. The Contractor shall sign and certify on the Application for Payment, subject to penalty of perjury, the following: "The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents and that all Work for which previous payments have been received is free and clear of liens, claims, security interests or encumbrances of any kind. The Contractor further warrants that title to all Work covered by this Application for Payment will pass to the Owner no later than the time of payment."

#### Payment for Items Delivered But Not Installed

13.3 If recommended by the Engineer, Applications for Payment may include the percentage of value stipulated in the Agreement for major equipment and custom fabricated items that have been delivered, stored and protected at the site providing proof is furnished that title will pass to the Owner upon payment. Payment will not be made for material stored at the site that is not custom fabricated. Payment will not be made for items stored off the site. Payment will not be made for stored or installed items that are not protected from physical, environmental or other damage. Payment for successful submittal of Shop Drawings or Product Data will be made only when specifically provided for in Division 1.

#### Engineer's Recommendation for Payment

13.4 Within 7 days after receipt of the Contractor's Application for Payment, the Engineer will either issue a Recommendation for Payment for such amount as the Engineer determines is due or will notify the Contractor and the Owner of reasons for withholding recommendation. The Engineer's recommendation will not be an evaluation or interpretation based upon legal theories or principles but will be based upon sound engineering judgment. The Owner will seek independent legal services, if necessary to assist it in determining if withholdings are appropriate. Retainage to be withheld by the Owner is stipulated in the Agreement.

13.5 The Engineer's Recommendation for Payment will constitute a representation that to the Engineer's best knowledge, information and belief the Work has progressed to the point indicated and is generally in conformance with the Contract Documents but is subject to re-evaluation during subsequent site visits and upon final completion. The Engineer's Recommendation for Payment shall not be taken as a representation that the Engineer has (1) made exhaustive or continuous onsite inspections to check the quality of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Price, or (5) offered its legal opinion in any respect.

13.6 If, in the Engineer's opinion, the representations in paragraph 13.5 cannot be made or if the Engineer has knowledge of any of the faults listed below, then the Engineer may decline to issue a Recommendation for Payment or may recommend a reduced amount of payment or may rescind previously issued Recommendation for Payment. Faults for which payment may be withheld, reduced or rescinded include:

1. Defective Work not corrected;
2. Third party claims filed or reasonable evidence indicating probable filing of such claims;
3. Failure of the Contractor to make payments properly to subcontractors or suppliers for labor, materials or equipment;
4. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Price; another contractor or a third party;
5. Damage to property, the Work, the Owner, another contractor or a third party;
6. Reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
7. Work performed for which submittals are required prior to obtaining Favorable Review of submittals;
8. Persistent failure to carry out the Work in accordance with the Contract Documents;
9. Failure to submit a construction schedule or to update the construction schedule in accordance with General Conditions paragraph 5.18;
10. Failure to update Record Drawings weekly;

11. Failure to reinstate required insurance that has been allowed to lapse; or
12. Non-payment of money owed to the Owner for the extra cost of inspection or engineering services provided for in the General Conditions.

#### Completion and Acceptance

##### 13.7 Definitions

1. "Substantial Completion" means the Work has progressed to the point that: (1) the Work is ready for beneficial use and occupancy by the Owner for the intended purpose, (2) all fire and life safety work has been completed, inspected and accepted, (3) all mechanical and process systems and equipment are complete and have been put in automatic operation, (4) the total value of uncompleted work is less than one-half of one percent of the Contract Price and (5) completing the Work will not significantly interfere with the Owner's convenience, use or cost of operation.

2. "Semi-Final Inspection" determines if the Work is Substantially Complete.

3. "Final Inspection" determines if the Work has reached Final Completion.

4. "Final Completion" indicates that the Work has been fully completed in accordance with the Contract Documents and is ready for acceptance and final payment by the Owner.

5. "The Final Punch List" contains items that remain uncompleted after Substantial Completion but that must be completed prior to Final Completion.

#### Owner's Right to Partial Use

13.8 When provided for in the Contract Documents or agreed to in writing by the Owner and the Contractor, the Owner may notify the Contractor and begin using a portion of the Work even though it is not Substantially Complete. The Contractor, the Owner and the Engineer shall agree on and document responsibilities for security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that portion of the Work being used by the Owner. The Owner, the Contractor and the Engineer shall inspect such portion of the Work and shall prepare a list of work to be completed or corrected before final acceptance. The Owner's use of any portion of the Work shall not constitute final acceptance of that portion of the Work prior to Final Completion and acceptance of the Work as a whole. The Owner shall allow the Contractor reasonable access to complete or correct work in areas being used by the Owner. Partial beneficial occupancy shall not relieve the Contractor of Liquidated Damages unless the Contract Documents expressly provide for and identify the portion of Work

that may be considered Substantially Complete before the remaining portions of the Work.

#### Contractor's List of Deficiencies

13.9 When the Contractor considers the Work nearly complete, the Contractor shall review the Contract Documents, inspect the Work and prepare a list of deficiencies (Punch List). The Contractor shall complete or correct the items on the Punch List until, in the Contractor's opinion, the Work is Substantially Complete and ready for occupancy and use by the Owner. The Contractor shall then deliver the Punch List to the Engineer and notify the Engineer in writing that the Contractor believes the Work is Substantially Complete and ready for a Semi-Final Inspection.

#### Semi-Final Inspection, Substantial Completion

13.10 When the Work is ready and the Contractor so notifies the Engineer in writing, the Engineer will make a Semi-Final Inspection and may add additional items to the Contractor's Punch List. As a result of this inspection, the Engineer may determine that (1) the Work is not sufficiently complete to warrant a Semi-Final Inspection, additions to the Contractor's Punch List, or the preparation of a Final Punch List, (2) the Work is sufficiently complete for the Engineer to prepare a Final Punch List but certain incomplete or Defective Work prohibits use of the Work for its intended purpose and therefore, the Work is not Substantially Complete, or (3) that the Work is Substantially Complete and usable for its intended purpose and the Engineer can prepare a Final Punch List. In preceding cases 1 and 2, the Contractor shall continue the Work and call for a second Semi-Final Inspection when the Work is ready. In case (3), the Engineer will prepare a Final Punch List and a notice of Substantial Completion which shall establish the date of Substantial Completion and shall state the time agreed to by the Owner and the Contractor (not to exceed 30 days) in which the Contractor shall complete all work ready for Final Inspection. The date of Substantial Completion shall be revised if necessary such that it is no more than 30 days prior to the actual date of Final Completion. The Engineer shall attach a copy of the Final Punch List to the notice of Substantial Completion. If the Contractor does not achieve Substantial Completion on the second attempt, it shall reimburse the Owner the cost of the Engineer's services for additional inspections.



### Final Inspection, Final Completion

13.11 When the Contractor has completed or corrected all the items on the Engineer's Final Punch List and has made all required final submittals, the Contractor shall give the Engineer written notice that the Work is ready for Final Inspection and acceptance and upon receipt of a final Application for Payment, the Engineer shall make a Final Inspection. If the Engineer finds the Work is not fully complete, it shall notify the Contractor of items still requiring completion or correction. The Contractor shall immediately correct these deficiencies and call for a reinspection. When the Engineer finds to the best of the Engineer's knowledge, information and belief, and on the basis of the Engineer's observations and inspections, the Work is acceptable and fully complete in accordance with the Contract Documents, and when all final submittals have been made, the Engineer will recommend that the Owner issue and file a Notice of Completion, designating Final Completion, make Final Payment and Accept the Work in accordance with the terms and conditions of the Contract Documents.

13.12 Neither the Engineer's failure to include an item on the Final Punch List, nor making of the Semi-Final or the Final Inspection, nor recommendation of final acceptance shall alter the Contractor's responsibility to complete all Work in accordance with the Contract Documents.

### Final Payment

13.13 Within 10 days after the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to defend and indemnify the Owner against such liens, the Owner shall accept the Work and file a Notice of Completion. Final Payment shall not become due until 60 days after the Owner files a Notice of Completion and there being no liens or stop notices filed. If any lien or stop notice remains unsatisfied, the Contractor shall immediately take all steps necessary to remove all liens or stop notices before Final Payment is made. If any liens are filed or exist after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such liens, including all costs and reasonable attorneys' fees.

### Waiver of Claims

13.14 The making of Final Payment shall constitute a waiver of claims by the Owner except those arising from:

1. Liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
2. Failure of the Work to comply with the requirements of the Contract Documents; or
3. Terms of the one-year guarantee period and special warranties required by the Contract Documents.
4. Any of the Contractor's continuing obligations under the Contract Documents.

13.15 Acceptance of Final Payment by the Contractor, a subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

### ARTICLE 14 - TERMINATION

#### Termination by the Owner for Cause

14.1 The Owner may terminate the Contract if the Contractor:

1. Persistently fails to provide enough workers or materials to properly pursue the Work as required to complete the Work within the Contract Time;
2. Persistently fails to perform the Work in accordance with the Contract Documents including, but not limited to providing monthly updates to the schedule of Work and monthly updates to Record Drawings, or to correct or replace Defective Work when directed to do so;
3. Fails to make payment to subcontractors or material suppliers;
4. Becomes insolvent, commences any form of voluntary bankruptcy proceedings, has any petition or action filed against it under any bankruptcy code or law, makes a general assignment for the benefit of creditors, or if a trustee, receiver or agent is appointed under law to take charge of Contractor's property or operations for the benefit of creditors;
5. Persistently disregards laws, regulations, rules or orders of public bodies having jurisdiction or persistently disregards the authority of the Engineer or Owner;
6. Fails to retain a valid Contractor's license of the required class in the applicable jurisdiction; or
7. Otherwise commits a material breach of the Contract.

14.2 When any of the above reasons exist and without prejudice to any other rights or remedies the Owner may have, and after giving the Contractor and the Contractor's Surety 7 days written notice, the Owner

may terminate the employment of the Contractor and, subject to any prior rights of the Surety, the Owner may:

1. Take possession of the site and of all material, tools and construction equipment on the site owned by the Contractor;
2. Accept assignment of subcontracts pursuant to paragraph 5.9; and
3. Complete the Work by any reasonable method the Owner may select.

14.3 When the Owner terminates the Contract for cause, the Contractor shall not be entitled to further payment until the Work has been completed.

14.4 If the cost of completing the Work, including additional engineering services, attorney's fees and administrative expenses made necessary thereby, exceeds the unpaid Contract Price, the Contractor shall pay the difference to the Owner. This obligation for payment shall be binding after termination of the Contract. If the cost of completing the Work including costs for engineering, legal, and administrative services minus the Contractor's unearned overhead and profit computed in accordance with paragraphs 9.11.6 and 9.11.7, is less than the unpaid Contract Price, the difference and other consequential costs shall be paid to the Contractor.

#### Suspension by the Owner for Convenience

14.5 The Owner, without cause, may issue written order giving the Contractor 7 days notice to suspend, delay or interrupt the Work in whole or in part for any period of not more than 90 consecutive days. The order shall fix the dates on which the work shall cease and resume.

14.6 If a suspension, delay, or interruption of the Work ordered by the Owner for convenience causes an increase or decrease in the cost of performing the Contract, the Contract Price shall be adjusted as agreed by the Owner and the Contractor or in accordance with the method for determining the cost of changes in Article 9. The Contract Price shall not be adjusted if the Contractor's performance would otherwise have been suspended, delayed or interrupted due to causes for which the Contractor is responsible.

#### Termination by the Owner for Convenience

14.7 The Owner may terminate the Contract without cause by giving the Contractor 7 days written notice. Such termination shall not prejudice any other right or remedy the Owner may have under the Contract. If the Contract is terminated without cause, the Contractor shall be paid for all work executed as of the date of termination

plus reasonable termination expenses including direct, indirect and consequential costs but the Contractor shall not be paid for anticipated profit on work not performed.

#### Contractor May Stop Work or Terminate

14.8 If, through no act or fault of Contractor, the Work is suspended for a period of more than 90 days by the Owner or under an order of court or other public authority, or the Engineer fails to act on any Application for Payment within 30 days after it is submitted, or the Owner fails for 60 days to pay the Contractor any sum finally determined to be due, the Contractor may, upon 7 days' written notice to the Owner and the Engineer, terminate the Agreement and recover from the Owner payment for all Work performed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if the Engineer has failed to act on an Application for Payment or the Owner has failed to make any payment as aforesaid, the Contractor may, upon 7 days' written notice to the Owner and the Engineer, stop the Work until payment of all amounts then due is received. The provisions of this paragraph shall not relieve the Contractor of the obligations to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with the Owner.

### ARTICLE 15 - MISCELLANEOUS

#### Method for Giving Notices

15.1 Written notice shall be considered to have been given if delivered in person to the individual, partner of the partnership or joint venture, or officer of the corporation for whom intended or if sent by registered or certified mail to the address given in the Agreement unless amended by written notice. Notice to the Contractor's superintendent shall be considered notice to the Contractor. Notice to the Resident Engineer shall be considered notice to the Engineer. Notice to the Owner's Project Representative or Manager shall be considered notice to the Owner.

#### Rights and Remedies

15.2 Duties, obligations, rights and remedies prescribed by the Contract Documents shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed by or available under law.

**Failure to Act Not a Waiver of Rights**

15.3 Except as expressly provided in the Contract Documents, no action or failure to act by the Owner, Engineer, Design Engineer or Contractor shall constitute a waiver of a right afforded or duty imposed under the Contract. No such action or failure to act shall constitute approval of or acquiescence in failure to perform in accordance with the Contract Documents or any other breach of contract.

**Severability of Provisions**

15.4 The finding under law that any one or more provisions or any portion of a provision in the Contract Documents is invalid, unenforceable, or illegal shall not impair the validity or enforceability of any other provision or of the Contract Documents as a whole. In the case of invalidity or enforceability of any provision or portion thereof, the provision shall be rewritten and

enforced to the maximum extent permitted by law to accomplish as near as possible the intent of the original provision.

**Right to Audit**

15.5 The Owner shall have the right to audit the Contractor's accounting records and the accounting records of any tier of subcontractor to verify the cost of work done on a cost accounting basis as provided under Article 9.

**Governing Law**

15.6 The Contract shall be governed by the law of the place where the project is located.

END OF GENERAL CONDITIONS

# McKinleyville Community Services District

## BOARD OF DIRECTORS

November 4, 2015

TYPE OF ITEM: **ACTION**

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**ITEM: E.6**                      **Consider and Adopt Resolution 2015-28 Approving the Application for Grant Funds from the CalRecycle Tire Derived Product Grant Program**

**PRESENTED BY:**              **Lesley Frisbee, Recreation Director**

**TYPE OF ACTION:**          **Roll Call Vote**

### **Recommendation:**

Staff recommends that the Board review the material, take public comment and adopt Resolution 2015-28 approving the application for grant funds from the CalRecycle Tire Derived Product Grant Program.

### **Discussion:**

The CalRecycle Tire Derived Product Grant Program is a state funded grant program. These funds, if granted, would enable the purchase of enough recycled tire rubber mulch playground safety surfacing for the existing play structures at Hiller Park Playground and Larissa Park as well as for the existing swing set area at Pierson Park plus an additional swing set to be installed if and when safety surfacing can be secured.

### **Alternatives:**

Staff analysis consists of the following potential alternative

- Take No Action

### **Fiscal Analysis:**

Without this grant funding the purchase of playground safety surfacing will be an additional cost the district. The cost amount varies depending on the type of safety surface. Recycled tire rubber mulch for the District's current needs could cost \$40,000-\$60,000.

### **Environmental Requirements:**

Not applicable

### **Exhibits/Attachments:**

- Attachment 1 – Resolution 2015-28



**RESOLUTION 2015 - 28**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT APPROVING SUBMITTAL OF APPLICATION FOR THE CALRECYCLE TIRE-DERIVED PRODUCT GRANT PROGRAM**

**WHEREAS**, Public Resources Code sections 40000 et seq. authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (grants) in furtherance of the State of California's (state) efforts to reduce, recycle and reuse solid waste generated in the state thereby preserving landfill capacity and protecting public health and safety and the environment; and

**WHEREAS**, in furtherance of this authority CalRecycle is required to establish procedures governing the application, awarding, and management of the grants; and

**WHEREAS**, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare, by resolution, certain authorizations related to the administration of CalRecycle grants.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the McKinleyville Community Services District does hereby authorize the submittal of application to CalRecycle for the Tire-Derived Product Grant Program

**BE IT FURTHER RESOLVED** that the General Manager or his/her designee is hereby authorized and empowered to execute in the name of the McKinleyville Community Services District all grant documents, including but not limited to, applications, agreements, amendments and requests for payment, necessary to secure grant funds and implement the approved grant project

**BE IT FURTHER RESOLVED** that these authorizations are effective for five (5) years from the date of adoption of this resolution.

**ADOPTED, SIGNED AND APPROVED** at a duly called meeting of the Board of Directors of the McKinleyville Community Services District on November 4, 2015 by the following polled vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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John Corbett, Board President

Attest:

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Becky Schuette, Board Secretary

# McKinleyville Community Services District

## BOARD OF DIRECTORS

November 4, 2015

TYPE OF ITEM: **ACTION**

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**ITEM: E.7**                      **Adopt Resolution 2015-29 Approving Modifications to the Reserves Policy**

**PRESENTED BY:**            **Gregory Orsini, General Manager; Colleen M. R. Trask, Finance Director**

**TYPE OF ACTION:**        **Roll Call Vote**

### **Recommendation:**

Staff recommends that the Board review the material, take public comment and adopt Resolution 2015-29 approving the modifications to McKinleyville Community Services District's Reserve Policy.

### **Discussion:**

With the implementation of GASB68, management has gained a better tool to forecast our obligation related to employee pensions. To address this, management will propose a multi-phase strategy to responsibly fulfill this obligation.

The first phase will be to modify MCSD Reserves Policy to include a fund specific to the Pension Liability. The policy has been adjusted to allow discretion to set aside funds for pension obligations on a shorter timeline than that proposed by CalPERS.

The second phase will be an analysis by management with a recommendation to the Board to implement an incremental approach to meet the pension obligation without impacting MCSD's CIP or operating expenses adversely.

The third phase of the strategy will be to consider how to best invest those funds to provide a return that guards against inflation.

Phases two and three will be proposed to the Board at future meetings.

### **Alternatives:**

Staff analysis consists of the following potential alternative

- Take No Action

### **Fiscal Analysis:**

No net impact on operating revenues or operating expenditures. Depending upon implementation timing it may impact cash available for operational working

capital and pay-go capital projects as funds are moved out of operating accounts and into designated or restricted accounts.

<b>MCSD Pension/OPEB Liabilities</b>	Water Fund	Sewer Fund	Gov't Funds	MCSD Totals
Pension Liabilities (per CalPERS)	359,472.00	393,173.00	370,706.00	1,123,351.00
+Deferred Inflows (amort/invest)	122,411.00	133,886.00	126,235.00	382,532.00
-Deferred Outflows (actuarial)	(44,530.00)	(48,704.00)	0.00	(93,234.00)
Net Total Pension Liabilities:	437,353.00	478,355.00	496,941.00	1,412,649.00

**Environmental Requirements:**

Not applicable

**Exhibits/Attachments:**

- Attachment 1 - Resolution 2015-29 with Exhibit A

**RESOLUTION 2015 - 29**

**A RESOLUTION OF THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT BOARD OF DIRECTORS REVISING THE DESIGNATED FUNDS POLICY (GASB 68)**

**WHEREAS**, The McKinleyville Community Services District is a community services district formed in accord with California Government Code section 61000, et seq., which is responsible for providing water, sewer, street lights, parks, recreation and library services to the community of McKinleyville, located in an unincorporated area of Humboldt County, California; and

**WHEREAS**, the Board of Directors of the McKinleyville Community Services District desires to revise its Designated Funds Policy to ensure compliance with Governmental Accounting Standards Board, Statement no. 68 (GASB 68), entitled "*Accounting and Financial Reporting for Pensions—an Amendment of GASB Statement No. 27*"; and

**WHEREAS**, the Board of Directors of McKinleyville Community Services District seeks to revise the Designated Funds Policy to provide additional assurance and protection against future unfunded liabilities; and

**WHEREAS**, the revised Designated Funds Policy is attached hereto as Exhibit "A", and recommended revisions are reflected as redline text.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the McKinleyville Community Services District does hereby adopt the foregoing findings and resolves:

1. The revised Designated Funds Policy, attached hereto as Exhibit "A," is hereby adopted and effective upon approval of this resolution; and
2. The General Manager of the McKinleyville Community Services District is hereby authorized to execute all actions and documents necessary to implement the revised Designated Funds Policy.

**ADOPTED, SIGNED AND APPROVED** at a duly called meeting of the Board of Directors of the McKinleyville Community Services District on November 4, 2015 by the following polled vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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John Corbett, Board President

Attest:

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Becky Schuette, Board Secretary

# McKinleyville Community Service District

## Designated Funds Policy

### POLICY STATEMENT

A key element of prudent financial planning is to ensure that sufficient funding is available for current operating, capital, and debt service needs. Additionally, fiscal responsibility requires anticipating the likelihood of, and preparing for, unforeseen events. McKinleyville Community Services District (District) will at all times strive to have sufficient funding available to meet its operating, capital, and debt service obligations. This policy is to develop and ensure the appropriate and necessary funds are accumulated and maintained in a manner consistent with the District's Capital Improvement Plan, Connection and Capacity Fee Plan, and other guiding financial policies. Furthermore, the policy will increase the District's flexibility to avoid significant rate fluctuations due to unforeseen changes in cash flow requirements.

### DESCRIPTION OF FUNDS

Reserves are categorized into either unrestricted or restricted reserves. Unrestricted Fund reserves consisting of undesignated funds, such as the Operating Fund, can be used for any lawful purpose at the discretion of the Board of Directors (Board). The monies held within designated funds can be shifted or re-allocated at any time at the Board's discretion. Restricted Fund reserves, such as the Bond Reserve Fund consist of monies with external restrictions imposed by creditors, grantors, contributors, or by laws or regulations of government and can only be used for a specific purpose.

### UNRESTRICTED FUNDS

#### OPERATING FUND

The Operating Fund is an unrestricted fund and serves as a short-term or immediate purpose. Monies held in the Operating Fund meet a variety of potentially competing purposes including paying operating expenses during temporary revenue shortfalls. This fund would also be used to cover timing differences for periodic expenses paid in advance of revenues collected and to pay for expenses for special events not budgeted. In developing the annual operating budget, staff expends a tremendous amount of effort to identify its program expenses and prudent spending levels. However, unforeseen developments can occur which cause the actual program expenses to exceed the budgeted expenses. In addition, opportunities not budgeted for may arise during the fiscal year that require the District to expend monies which will not be reimbursed. Other times the District will pay expenses that will be reimbursed only after the event is complete. The Operating Fund would cover these types of situations.

**TARGET CRITERIA:** To meet MCSD cash flow needs and unbudgeted expenses, the Operating Fund will be equal to approximately six months (180 days) of the annual budgeted operating expenses.



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## REPAIR AND REPLACEMENT FUND

The Repair and Replacement Reserve (R&R) Fund reserves for both short-term and long-term purposes. The objective of the R&R Fund is to provide monies for the current and future replacement of existing capital assets as they reach the end of their useful lives. There are three sub-funds within the Repair and Replacement Fund:

**CAPITAL ASSET REPLACEMENT** - As the Districts' utility and system infrastructure continues to age, there will be increasing demands on this fund to replace or repair these facilities. Generally, maintenance costs for an asset becomes more expensive as that asset ages, and eventually the economic decision is made to replace that asset.

**EMERGENCY REPAIRS** - Although the preventive maintenance program is intended to increase the predictability of equipment replacement, unanticipated equipment failure is unavoidable. As a result, these funds would be used to cover periodic short-term replacements made necessary by unplanned failures.

**SYSTEM ENHANCEMENTS** - With the rapid changes in technology, assets are becoming obsolete at a faster rate than originally planned. If these improvements increase productivity, reduce operating cost, or extend the useful life of the Districts' facilities, then expenditures will be made from this fund.

The District recognizes that the R&R Fund will only be sufficient to pay a portion of the full cost of future capital asset replacements and other sources of replacement funding may be needed, such as a bond issuance. This fund will also help normalize the impact of the capital asset replacements on future water rates.

**TARGET CRITERIA:** Staff recommends funding levels based on projected replacement cost of pipelines and other system infrastructure. To ensure adequate funding and availability for emergency repairs, a minimum R&R Fund reserve balance is recommended. In addition to the minimum, staff recommends using 10% of the projected capital asset replacement cost to determine the target level for the R&R Fund.

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## COMPENSATED ABSENCES FUND

The Compensated Absences Fund reserves for unpaid employee vacation and sick leave hours that are vested with each individual employee. The liability for compensated absences is calculated annually as part of the fiscal year-end closing process. It is the number of vested hours of accrued leave multiplied by the individual employee's hourly rate.

**TARGET CRITERIA:** Staff recommends the full liability for compensated absences be fully funded.

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## RATE STABILIZATION FUND

The Rate Stabilization Fund operates as a buffer to water rates during any period where there are unexpected increases in operating costs or decreases in revenues. For example, in the event an unexpected rate increase from Humboldt Bay (HBMWD) is approved and the District chooses not to pass the increase on to its customers immediately, this fund could cover the shortfall in revenue. In addition, in a severe drought or extremely wet conditions, it is reasonable to expect that water sales could fluctuate significantly. As such, the Rate Stabilization Fund will absorb these types of fluctuations in operations and help stabilize rates.

**TARGET CRITERIA:** As discussed above, water rates can fluctuate for many different reasons. Staff recommends a target level to be sufficient to cover reduced net sales by as much as 20% for up to two consecutive years.

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## CATASTROPHE FUND

The Catastrophe Fund consists of funds used to begin repair of the water system after a catastrophic event, such as a severe earthquake or fire, while long-term financing is being arranged or insurance claims are being processed.

**TARGET CRITERIA:** Following current Federal Emergency Management Agency (FEMA) guidelines, staff recommends funding levels shall be targeted at two (2%) percent of the District's total plant and equipment.

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## RETIREE OPEB FUND

The Retiree OPEB Fund consists of rate revenue monies set aside to fund Other Post Employment Benefits. These funds may will be transferred to the third party administrator of the Trust that makes disbursement to the medical insurance carrier. The current amortization of unfunded OPEB liability is thirty years. The amortization amount is included annually in the total liability recognized in the District's financial statements, in accordance with GAAP and GASB requirements.

**TARGET CRITERIA:** Staff recommends, as does the trustee, a target funding level based on the actuarial calculated liability for OPEB.

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## PENSION FUND

The Pension Fund consists of rate revenue monies set aside to fund promised Pension costs. These funds may be transferred to the third party administrator of the Trust that makes disbursement to the retirees, in this case CalPERS. While funds have been timely remitted to CalPERS as required, there remains a substantial unfunded liability. CalPERS current plan requires payment of this liability over a period of fifteen years or more.

**TARGET CRITERIA:** Staff recommends, as does the trustee, a target funding level based on the actuarial calculated liability for Pensions. Additional revenues should be set aside as available, based on the difference between the projected increase in pension cost included in the current rates, and the actual rates set annually by CalPERS.

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## RESTRICTED FUNDS

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### BOND RESERVE FUND

The Bond Reserve Fund consists of bond proceeds that provide additional security for the payment of annual debt service if rates and other funds are insufficient or not available. The bonding institution establishes the restricted account at the time the debt is issued. The funds cannot be used for any other purpose.

**TARGET CRITERIA:** The debt service reserve requirement is established at the time of the obligation is issued. This amount may be recalculated as the debt is paid-off.

## CUSTOMER AND DEVELOPMENT DEPOSITS FUND (SELF FUNDED – RESTRICTED)

The Customer and Development Deposits Fund consist of monies held on behalf of District customers as required for their utility account or as cash bonds for development projects. As deposits on utility accounts are released, they will be refunded to the customer. When development projects are complete, the projects will be closed and a final accounting will be completed. Excess deposit monies will be returned to the development customer.

**TARGET CRITERIA:** Customer deposits required are based upon the process outlined in District's Rules and Regulations for Water and Sewer service; as are deposit requirements for development projects. The balance in this account will fluctuate depending on the number of utility customer deposits required and the number of development projects in process. Therefore, no minimum or maximum levels will be established.

## CAPACITY FEES FUND

The Capacity Fees Fund consists of monies received through development impact fees (system capacity fees) and is utilized to offset new development related capital improvements as outlined by the District's Capital Improvement Plan.

**TARGET CRITERIA:** Capacity Fees are development driven as are the costs incurred; therefore, no minimum or maximum levels will be established.

## TARGETS AND ALLOCATION

From risk and long-range financial planning perspectives, the targets established for each Fund represents the baseline financial condition that is acceptable to the District. Maintaining funds at appropriate levels is a prudent, ongoing business process that consists of an iterative, dynamic assessment and application of various revenue generating alternatives. These alternatives (either alone or in combination with each other) include, but are not limited to fees and charges, water usage, capital financing, investment of funds, and levels of capital expenditures.

**Table 1** outlines the process the District will use each year to allocate net revenues to the various designated funds and the priority of each designated fund.

**Table 2** provides the amount of funds currently unassigned and available to fund reserves.

**Table 3** illustrates how the October 30, 2011 cash balance will be distributed as well as the target amount and target date for each designated fund.

## DELEGATION OF AUTHORITY

The Board has sole authority to amend or revise the Designated Funds Policy. Through approval of this Policy, the Board has established written procedures for staff to follow in the management of District Unrestricted and Restricted Funds.

TABLE 1: RESERVE POLICY PROCESS - TO BE REPLACED WITH REVISED TABLE 1

Unrestricted Funds		Restricted Funds	
Funding Source: Operating Revenue		Funding Source: Various	
Tier 1	Operating Fund		Bond Reserves Fund
Target	180 Days of Annual Operations & Maintenance	Source	Debt Issuance
Limit	360 Days of Annual Operations & Maintenance	Target	Established at the time of issue
		Limit	None
Tier 2	Repair and Replacement Fund		Customer & Development Deposits Fund
Target	10% of Capital Asset Replacement Costs (minimum of \$500,000)	Source	Customer & Development Deposits
Limit	No set limit as funds can be collected over time to fund large capital projects	Target	N/A
Note:	Rate revenue collected to cover annual depreciation is primary funding source		
		Limit	N/A
Tier 3	Compensated Absences Fund		Capacity Fees Fund
Target	Full Liability for compensated Absences	Source	Capacity Fees
Limit	Full Liability	Target	N/A
		Limit	N/A
Tier 4	Rate Stabilization Fund		
Target	Sufficient to cover reduced water sales by 20% for up to two consecutive years		
Limit	60% of rate revenue		
Tier 5	Catastrophe Fund		
Target	2% of District's total plant and equipment		
Limit	2% of District's total plant and equipment		
Tier 6	Retiree OPEB Fund		
Target	Based on the actuarial calculated liability		
Limit	Actuarial calculated liability		



TABLE 2: FUND BALANCE (AS OF OCTOBER 31, 2011) TABLES 2 & 3 TO BE DELETED FROM CURRENT REVISION

	Parks & General 001	Streetlight 005	Water 501	Sewer 551	Total
<b>Investment in Capital Assets, Net of Related Debt:</b>					
Net Capital Assets	2,957,575	217,115	6,377,035	11,759,024	21,310,749
Capital Asset Debt	-	-	(3,568,888)	(1,426,821)	(4,995,709)
<b>Total</b>	<b>2,957,575</b>	<b>217,115</b>	<b>2,808,146</b>	<b>10,332,204</b>	<b>16,315,040</b>
<b>Restricted for Debt Covenants:</b>					
Davis-Grunsky Loan	-	-	594,198	-	594,198
I-Bank Loan	-	-	60,000	-	60,000
USDA Sewer Bonds	-	-	-	127,153	127,153
<b>Total</b>	<b>-</b>	<b>-</b>	<b>654,198</b>	<b>127,153</b>	<b>781,351</b>
<b>Assigned for Capital Reserve</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>98,114</b>	<b>98,114</b>
<b>Unassigned Fund Balance</b>	<b>692,418</b>	<b>(38,604)</b>	<b>1,559,259</b>	<b>3,158,796</b>	<b>5,371,870</b>

TABLE 3: ALLOCATION OF UNASSIGNED FUND BALANCE (AS OF OCTOBER 31, 2011)

Unassigned Fund Balance Distribution:	Parks & General	Streetlight	Water	Sewer	Total
<b>Operating Fund</b>					
Operating Costs	1,464,925	-	2,151,424	1,713,140	5,329,489
Target, 180 days	722,429	-	1,060,976	844,836	2,628,241
Maximum, 360	1,444,858	-	2,121,952	1,689,672	5,256,482
<b>Distribution</b>	<b>286,573</b>	<b>-</b>	<b>386,935</b>	<b>1,229,496</b>	<b>1,903,004</b>
<b>Repair and Replacement Fund</b>					
Investment in Capital Assets, Net of Related Debt:	2,957,575	217,115	2,808,146	10,332,204	16,315,040
Target, 10%	295,758	21,712	280,815	1,033,220	1,631,504
<b>Distribution</b>	<b>295,758</b>	<b>-</b>	<b>280,815</b>	<b>1,033,220</b>	<b>1,609,793</b>
<b>Compensated Absences Fund</b>					
Total Vested Hours	27,034		64,431	64,431	155,896
Target, Actual	27,034		64,431	64,431	155,896
<b>Distribution</b>	<b>27,034</b>		<b>64,431</b>	<b>64,431</b>	<b>155,896</b>
<b>Rate Stabilization Fund</b>					
Rate Revenue	-		1,807,779	1,443,000	3,250,779
Target, 20% x2 years Rate Revenue	-		723,112	577,200	1,300,312
<b>Distribution</b>	<b>-</b>		<b>723,112</b>	<b>577,200</b>	<b>1,300,312</b>
<b>Catastrophe Fund</b>					
Investment in Capital Assets, Net of Related Debt:	2,957,575	217,115	2,808,146	10,332,204	16,315,040
Target, 2%	59,152	4,342	56,163	206,644	326,301
<b>Distribution</b>	<b>59,152</b>	<b>-</b>	<b>56,163</b>	<b>206,644</b>	<b>321,959</b>
<b>Retiree Medical/OPEB</b>					
Actuarial Estimate	23,902		47,804	47,804	119,510
Target, Actuarial Estimate	23,902		47,804	47,804	119,510
<b>Distribution</b>	<b>23,902</b>		<b>47,804</b>	<b>47,804</b>	<b>119,510</b>
<b>Available Funds (Unassigned Fund Balance)</b>	<b>692,418</b>	<b>(38,604)</b>	<b>1,559,259</b>	<b>3,158,796</b>	<b>5,371,870</b>
Total Reserves Target	1,128,274	26,054	2,233,300	2,774,136	6,161,764
Amount Allocated to Reserves	692,418	(38,604)	1,559,259	3,158,796	5,371,869
<b>Undesignated</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
Target Fully Funded / (Shortfall)	(435,856)	(64,657)	(674,041)	384,660	(789,894)

Note: A reserve policy for the Library Fund is not recommended at this time

TABLE 1: RESERVE POLICY PROCESS

Unrestricted Funds		Restricted Funds	
Funding Source: Operating Revenue		Funding Source: Various	
Tier 1	Operating Fund	Source	Bond Reserves Fund
Target	180 Days of Annual Operations & Maintenance	Target	Debt Issuance
Limit	360 Days of Annual Operations & Maintenance	Limit	Established at the time of issue
Tier 2	Repair and Replacement Fund		None
Target	10% of Capital Asset Replacement Costs (minimum of \$500,000)	Source	Customer & Development Deposits Fund
Limit	No limit set as funds can be collected over time to fund large capital projects	Target	Customer & Development Deposits
Note:	Rate revenue collected to cover annual depreciation is primary funding source	Limit	N/A
Tier 3	Compensated Absences Fund		N/A
Target	Full Liability for Compensated Absences	Source	Capacity Fees Fund
Limit	Full Liability	Target	Capacity Fees
Tier 4	Rate Stabilization Fund	Limit	N/A
Target	Sufficient to cover reduced water sales by 20% for up to two consecutive years		
Limit	60% of rate revenue		
Tier 5	Catastrophe Fund		
Target	2% of District's total plant and equipment		
Limit	2% of District's total plant and equipment		
Tier 6	Retiree OPEB Fund		
Target	Based on the actuarial calculated liability		
Limit	Actuarial calculated liability		
Tier 7	CalPERS Retiree Pension Fund		
Target	Based on the actuarial calculated liability		
Limit	Actuarial calculated liability		

# McKinleyville Community Services District

## BOARD OF DIRECTORS

November 4, 2015

TYPE OF ITEM: **ACTION**

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**ITEM: E.8**                      **Review, Consider and, If Approved, Authorize MCSD Board President to Issue Letter to the Humboldt County Board of Supervisors Supporting Community Forest Development in MCSD Service Boundaries and Approve Resolution 2015-30 Directing Staff to Seek and/or Solicit Acquisition Grant Funding**

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

**TYPE OF ACTION:**          **Roll Call Vote**

### **Recommendation:**

Staff recommends that Board review materials presented, take public comment and authorize Board President to sign and submit letter, **Attachment 1**, to Humboldt County Board of Supervisors expressing our commitment to act as lead agency for a McKinleyville Community Forest and approve Resolution 2015-30, **Attachment 2**, authorizing McKinleyville Community Services District General Manager to sign necessary grant funding applications for the procurement of property for a Community Forest.

### **Discussion:**

Craig Compton, Green Diamond and the MCSD GM have had several conversations related to MCSD's interest in managing a Community Forest. The General Manager, while still serving as interim, met with community members and learned that he was not the only person in McKinleyville supportive of a community forest.

The GM then brought the concept to the Recreation Advisory Committee who made a recommendation to the Board of Directors to approve modifications to the McKinleyville Parks and Recreation Master Plan which would add policy support for a community forest. Community engagement and consideration of a location are also approved in the MCSD 2015-16 Strategic Plan.

Management was recently made aware of dialogue between Green Diamond and the County of Humboldt related to a potential release of timber property in our service area.

On Tuesday October 27<sup>th</sup>, the GM was invited to and attended a meeting with Supervisor Sundberg; Craig Compton, Green Diamond; and John Bernstein, The Trust for Public Land.



This meeting is summarized so that there is context the proposed action:

Conceptual locations of Green Diamond Timber were presented that outlined areas for proposed conservation easement and community forest. Supervisor Sundberg intends for this subject to go to the Board of Supervisors (BOS) Tuesday November 3<sup>rd</sup> to brief the BOS on Green Diamonds intentions to set aside timberland in a conservation easement and the potential to offer MCSD an opportunity to purchase adjacent property to the conservation easement location for the purposes of a community forest.

Time is of the essence as there are grant opportunities that will require a governmental entity to apply and the deadline for those grants is late December early January. As usual, once the grant applications are submitted there will be significant time until the results of those grants are published.

Meanwhile MCSD will utilize the time to host public input meetings and define boundaries of a community forest as proposed by Green Diamond. An assessment of the inventory of trees and other resources in the proposed area will be evaluated. Staff will also have to consider costs related to patrolling and maintenance in the proposed community forest area to adequately determine that expense.

The grant requests that Resolution 2015-30 authorizes the GM to apply for will not commit any capital; however this process may require minor effort of staff and other professional services, including our attorney.

Staff at The Trust for Public Land has committed to complete all of the required documents. However, most of these won't be needed until sometime next year. The initial documents needed are those under item one below (Now). Of those, the only one MCSD will have to sign is Resolution 2015-30, **Attachment 2**. The other documents, as completed and the GM authorized as applicant, will be sent for our review, probably next week.

#### Document list

Now:

1. Approved Resolution 2015-30
2. Tribal consultation form
3. Archeological consultation form

Later:

1. Application form
2. Grant scope/cost estimate form
3. Funding sources form
4. Waiver of retroactivity (only if we want to be able to proceed with the project earlier than grant approval, which is over a year from application)
5. Boundary map

6. Cover letter for section 106 review (once consultation is complete)
7. CEQA compliance form (once the NOE is complete)

Management has also proposed a request for a support letter from our Board to the BOS expressing our commitment to being the lead agency for a community forest within our district boundaries and requesting support from the Planning and Public Works Departments, **Attachment 1**.

**Attachment 3** is an aerial map of a likely location for the conservation easement and proposed community forest.

**Alternatives:**

Staff analysis consists of the following potential alternative

- Take No Action

**Fiscal Analysis:**

Not applicable

**Environmental Requirements:**

Not applicable

**Exhibits/Attachments:**

- Attachment 1 – Letter to Humboldt County Board of Supervisors
- Attachment 2 – Resolution 2015-30 Authorizing GM to Solicit Grant Funding
- Attachment 3 – Aerial Map of forest location

**PHYSICAL ADDRESS:**

1656 SUTTER ROAD  
McKINLEYVILLE, CA 95519

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P.O. BOX 2037  
McKINLEYVILLE, CA 95519



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FAX: (707) 839-8456

**PARKS & RECREATION OFFICE:**

PHONE: (707) 839-9003  
FAX: (707) 839-5964

November 4, 2015

Humboldt County Board of Supervisors  
825 5th Street, Room 111  
Eureka, CA 95501

Re. McKinleyville Community Forest

Dear Members of the Board:

This letter, issued on behalf of the McKinleyville Community Services District ("MCSD") Board of Directors, is written to encourage the Humboldt County Board of Supervisors to consider MCSD as the lead agency in development of a community forest at/near McKinleyville, within MCSD Boundary and Sphere of Influence.

As your Board may be aware, development of a community forest for the health and benefit of the McKinleyville community is identified as a priority under both the MCSD Strategic Plan and The Parks and Recreation Master Plan. In fact, our Board has received broad based community support for a community forest development, and MCSD has been encouraged to provide the recreational benefits associated with such an asset. We believe several viable options may exist for community forest development within MCSD service boundaries, and MCSD staff has been directed to actively seek and solicit grant funding and explore options for development and MCSD's potential service as a forest steward in connection with any community forest development.

Nature based recreation development of this area will offer the McKinleyville community additional options for outdoor activities such as hiking, mountain biking and even horseback riding. This benefits not just McKinleyville and the surrounding areas, but it also offers opportunities for conservation of our precious Redwood forests.

Our Board hopes the Board of Supervisors will serve as an ally in this endeavor, and direct the Humboldt County Planning and Public Works Departments to assist MCSD and help facilitate community forest development in McKinleyville.

Sincerely,

John Corbett,  
MCSD Board President

**RESOLUTION 2015 - 30****A RESOLUTION OF THE MCKINLEYVILLE COMMUNITY SERVICES DISTRICT  
APPROVING THE APPLICATION FOR LAND AND WATER CONSERVATION FUND  
PROJECT**

**WHEREAS**, the Congress under Public Law 88-578 has authorized the establishment of a federal Land and Water Conservation Fund Grant-In-Aid program, providing Matching funds to the State of California and its political subdivisions for acquiring lands and developing Facilities for public outdoor recreation purposes; and

**WHEREAS**, the California Department of Parks and Recreation is responsible for administration of the program in the State, setting up necessary rules and procedures governing Applications by local agencies under the program; and

**WHEREAS**, the Applicant certifies by resolution its intent to file an Application to the State;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the McKinleyville Community Services District does hereby:

1. Approve the filing of an Application for Land and Water Conservation Fund assistance for the proposed **McKinleyville Community Forest**
2. Appoint Gregory Orsini, General Manager:  
as agent of the Applicant to conduct negotiations and execute and submit all documents, including, but not limited to, Applications, Contracts, amendments, payment requests, and compliance with all applicable current state and federal laws which may be necessary for the completion of the aforementioned Project.

**ADOPTED, SIGNED AND APPROVED** at a duly called meeting of the Board of Directors of the McKinleyville Community Services District on November 5, 2015 by the following polled vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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John Corbett, Board President

Attest:

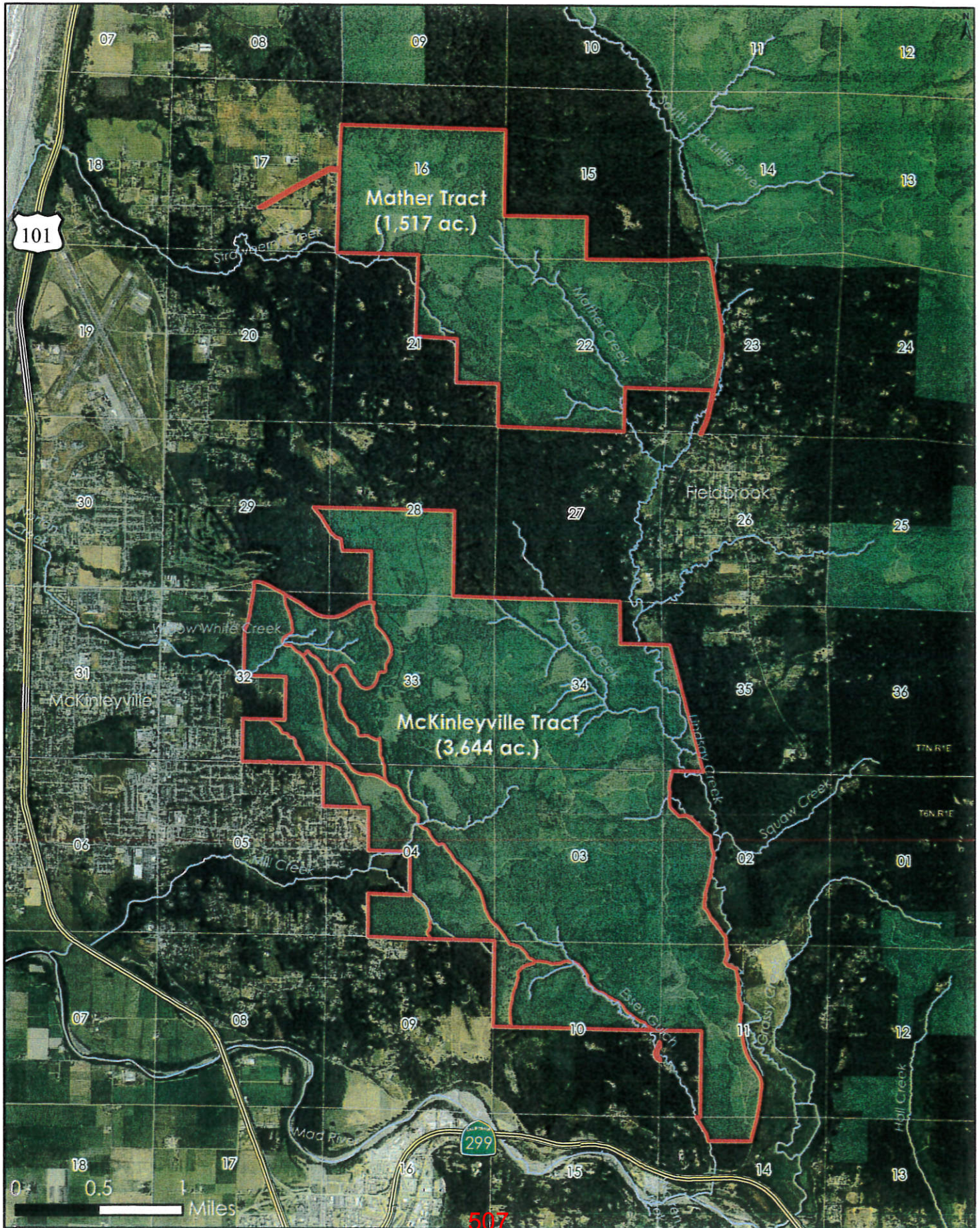
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Becky Schuette, Board Secretary



## Exhibit A1

## Mather &amp; McKinleyville Tracts





## **McKinleyville Community Services District**

### **BOARD OF DIRECTORS**

November 4, 2015

TYPE OF ITEM: **INFORMATION**

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**ITEM: F.2.A. Support Services - November 2015 Report**

**PRESENTED BY: Colleen M. R. Trask, Finance Director**

**TYPE OF ACTION: None**

### **FINANCIAL, AUDIT, & BUDGET INFORMATION**

The District has deposited \$451,607.40 to date into the Trust Account for reserves recovery as of September 30, 2015.

The District has deposited \$40,054.02 to date into the Trust Account for the next Biosolids Disposal project.

Audit Update: Final numbers for the closing financial statements have been sent to the auditor. Final auditor verification and the Management Discussion and Analysis are in progress.

Treasurer's Report Highlights: The September Treasurer's Report revenue includes capacity fees of \$24,168 for the Water Fund and \$43,989 for the Sewer Fund this month. Neither Capital Contributions nor Capacity fees are included in the income vs. expenses graphs.

The Measure B Fund now has a line above Total Revenues that shows what has been drawn from Restricted Reserves to pay for construction of the Teen Center. A formal budget modification showing this change will be brought to the Board next month. These funds are also shown in the graphic representation of Measure B Revenue and Expenditures.

### **OTHER UPDATES**

Capacity Fees Reserve for the Water Fund may be moved into the CalTRUST accounts for better return and ease of access.

The State Controller's Report was completed and uploaded to the State Controller's Office before the deadline.

# McKinleyville Community Services District

## BOARD OF DIRECTORS

November 5, 2015

TYPE OF ITEM: **INFORMATION**

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**ITEM: F.2.B**                      **Operations Department – September 2015 Report**

**PRESENTED BY:**              **James Henry, Operations Director**

**TYPE OF ACTION:**            **None**

### **Water Department:**

#### **Water Statistics:**

The district pumped 41.7 million gallons of water in September. Three water quality complaints were investigated and rectified. Daily, weekly and monthly inspections of all water facilities were conducted.

#### **Double Check Valve Testing:**

Annual routine testing was completed in Route 16 along with a minimal number of retests. Customers with failed DCV's were notified to make repairs and call the office to schedule a retest.

#### **Average and Maximum Water Usage:**

The maximum water usage day was 2.0 million gallons and the average usage per day was 1.3 million gallons.

#### **Water Distribution Maintenance:**

Weekly Bacteria Samples were collected on Schedules 1, 2, 3 and 4 which represent different locations in the water system. The schedules are made up of a sample taken in each pressure zone. A water leak developed in the 3" fire service at the Holiday in due to faulty glue fittings from when the contractor originally installed the device. Staff had to replace several fittings and pipe in order to get a good repair that would hold. Phase 3 of the meter replacement program has begun and will continue until the end of December. Approximately 300 meters have been replaced in the current phase. Several water leak repair and new service installation patches were saw cut along with permanent paving installed. Site clearing was completed on the Grange Road and Little Pond R.O.W.'s

#### **Water Station Maintenance:**

The header pipe at the North Bank Station was pressure washed and prepped for painting. Painting will be conducted in October. The drain vault at the Cochran tank site was cleaned which included clearing the drain pipe that was full of debris. Every 3 years the copper tubing that is part of the PRV Station valves gets replaced to prevent water leaks and causing the valves to malfunction. Staff decided to replace all copper tubing with Pex tubing to get a longer life span and also due to the copper not lasting three

years anymore. A water leak developed at the North Bank Station near the emergency eye wash. Staff tracked down the leak and replaced the old corroded pipe.

As of July 2014, the District is required to submit a Public Water Monthly Monitoring Report to compare water usage to last year's usage in the same month. I will keep the Board updated each month using the Table below.

#### **Water Usage Comparison in Million Gallons**

	<b>2013</b>	<b>2014</b>	<b>% Reduction</b>	<b>2014 Recycled</b>	R- GPCD
<b>July</b>	54.757	50.668	7	14.297	
<b>August</b>	55.908	46.600	17	13.040	
<b>September</b>	45.702	40.619	12	17.434	
<b>October</b>	39.439	36.393	8	16.077	
<b>November</b>	34.879	30.795	12	13.807	
<b>December</b>	35.203	33.146	6	0	
	<b>2013</b>	<b>2015</b>	<b>% Reduction</b>	<b>2015 Recycled</b>	R- GPCD
<b>January</b>	38.263	32.781	14	0	52
<b>February</b>	33.751	29.867	12	0	52
<b>March</b>	36.244	33.456	8	0	51
<b>April</b>	39.755	33.238	16	0	52
<b>May</b>	49.407	38.200	23	15.1	57
<b>June</b>	51.337	41.847	19	15.6	64
<b>July</b>	54.757	44.946	18	11.7	69
<b>August</b>	55.908	41.747	25	16.1	61
<b>September</b>	45.702	41.670	9	15.7	69

\*Recycled water is reclaimed water that is used for irrigating crops.



**New Construction Inspections:**

CVS; Still waiting on a set of corrected asbuilts.

**Sewer Department:****Waste Water Statistics:**

23.4 million gallons of wastewater were collected and pumped to the W.W.M.F. 22.6 million gallons of wastewater were treated and discharged to land disposal or reclamation in September.

Daily, weekly and monthly inspections of all sewer facilities were conducted.

**Sewer Station Maintenance:**

Wet well washing was conducted at the Letz and Kelly sewer lift stations. This is done to prevent grease and rags from plugging up the pumps. Site mowing and string trimming was performed on the Little Pond sewer R.O.W and the Fischer Ranch. An air relief at the Kelly Lift station was found to be plugged up with debris while the weekly inspection was being performed. Staffed removed the air relief, cleaned the debris out and put the air relief back into service. The block heater at the B Street lift station was repaired due to finding that it had failed during the monthly inspection. A heavy piece of equipment was used to spread the dirt mounds out and clean up the Babler site. This site is used for dumping spoils from leak repairs along with brush from site clearing. The site is now leveled out to prepare it for future disposals.

**Sewer Collection System:**

Grease traps were inspected at required facilities. Customers that are out of compliance were notified to have their traps pumped and possibly shorten their pumping schedule. Sand and gravel was noticed in a manhole on Central Avenue during the quarterly hydro-cleaning. Staff ran the camera down the main and found that a 13 foot piece of pipe was offset letting gravel and sand enter the main. A few other joints were also noticed to be deteriorating. Staff then hydro-cleaned and ran the camera down Central Avenue from Sutter to Hiller to check the condition of the pipe joints that were part of the failing main. It was verified that several joints along the way were also deteriorating. Staff is getting quotes to put on the next budget to repair or line the Central Avenue pipe.

**Wastewater Management Facility:**

The Chlorine Contact Basin was drained and cleaned with fire hoses. String trimming, hedge trimming and a deep cleaning of the WWMF was conducted.

**Daily Irrigation and Observation of Reclamation Sites:**

Daily observations and pipe moving were conducted along with daily reports filled out. Weekly well monitoring was conducted at the canal gate and Fischer Ranch tree farm as part of the tree farm pilot study. Mowing and string trimming were completed at the tree farm. The storage facility located at the Fischer Ranch was pressure washed and painted. A leaking irrigation head was replaced. The demolition of the old calf barn is still under way and will continue to be used as fill in work.

**Street Light Department:**

No streetlight complaints were reported in September.

**Promote Staff Training and Advancement:** Weekly tailgate meetings and training associated with job requirements.

**Special Notes:**

Unit 20 back-up alarm was replaced.

Annual inspection was conducted on all District owned fire extinguishers.

Tractors, Dump Truck and Vac-con were greased and lubed to prevent wear.

An IPM meeting was held with staff to review and work on the Plan.

Monthly river samples were completed.

Monthly Self Monitoring Reports (DMR/SMR) were submitted.

Public Water Monthly Monitoring report was submitted.

Monthly Water Quality report was sent to the Dept. of Health.

Monthly Pesticide applicator report was submitted to Department of Agriculture.

Daily inspections were conducted on the Teen Center construction project.

A site inspection was performed by the NCRWQCB where we also met our new regulator.

Met with GHD to go over Energy Grant Funding projects.

**WWMF upgrade status:**

The Bid opening took place at the District Office at 2 pm on October 22<sup>nd</sup>. Three bids were received and were sent to the engineers for review. Auburn Constructors Inc. is the apparent low bidder at this time. The State will also review the bids as part of the SRF funding requirements.

**Parks:**

A bench was installed at the Botanical Garden as part of a combined effort with the District and Girl Scouts. The girls showed up, participated in mixing concrete and finishing the concrete along with putting their handprints in the finished product. A plaque was also hung recognizing the Girl Scout troop. Several open space zones received mowing, hedging and maintenance as part of the Open Space Maintenance Zone agreement. The Hiller loop trail that runs along the exterior of the WWMF property was also trimmed. The Facilities were mowed and cleaned as part of the weekly schedule along with rental events. Gophers continue to be a problem at the sports site. Traps are being set daily and holes are being filled in. A plan has been put in place to help eliminate gopher issues. The Fernwood OSMZ was walked along with Ryan Sundberg and the Sheriff's Department to locate homeless camps and to see how much trash was being accumulated.

**Teen Center:**

All of the framing has been completed, roof trusses and rafters are in place, and the roofs have been sheeted with plywood. The poly covering the low-pitched lower roof (looks like a flat roof from the ground) has been installed, and preliminary work for the roof mounted HVAC systems has been started.

The concrete stairs, walkway, and pad to the rear of the building have been formed and poured. O&M Industries has installed the steel framework for the rear awning. Wes

Green's crew laid the piping to get water to the building prior to the concrete being poured, and should be able to get that connected as soon as the interior plumbing warrants it.

Inside, O&M has been installing the rigid ductwork for the HVAC system, beginning above the restrooms. Electrically, the boxes have been installed and conduit roughed in, in preparation for pulling wire. The plastic plumbing, primarily drain lines and vent pipes, have been roughed in. The individual subs are waiting on doors/windows to be installed before they bring in wire and copper pipe for fear of thieves undoing their work.

## **GIS:**

### **Sewer Model:**

Imported GIS files into Autodesk Storm and Sanitary Analysis (SSA) modeling software

Set up model parameters and environments

Created and setup lift stations (storage junctions) pumps and pump curves

Setup diurnal curves and multipliers for usage

Set up rain gauges and time series plots

Ran Model (initial)

Repaired several disconnected links and junctions

Troubleshoot several areas with error (mostly from and to junctions switched)

Corrected all Errors model is ready to be reviewed by SHN, Lisa

### **Plans and Programs Update**

CalARP Program RMP/ERP: Continued revising the RMP; Process Safety Management to ensure cohesion and consistency.

Drinking Water Discharge NPDES permit. Revised Best Management Practices for Drinking Water System Discharges within 300 feet.

Maps were created for the Central Avenue sewer main inspection, the Bella Vista county paving and the lower ranch APN.

## McKinleyville Community Services District

### BOARD OF DIRECTORS

November 4, 2015

TYPE OF ITEM: **INFORMATION**

**ITEM: F.2.C Parks & Recreation Director's Report for October 2015**

**PRESENTED BY: Lesley Frisbee, Recreation Director**

**TYPE OF ACTION: None**

#### **PARTNERSHIP DEVELOPMENT WITH BOYS & GIRLS CLUB OF THE REDWOODS:**

Staff continues to work with Boys & Girls Club of the Redwoods (BGCR) staff and Business Consultant, Thomas Fumarelli, laying the framework for the business plan that will guide the partnership and management of the Teen and Community Center. Staff has met with two HSU business students who will be interning with BGCR to assist with the writing of the business plan and a weekly meeting schedule and outline of tasks has been established.

In October, the Boys & Girls Club of the Redwoods will be submitting a funding request to the SH Cowell foundation for funds necessary for moving forward with the work of leadership development training with the On the Move organization.

#### **TEEN & COMMUNITY CENTER:**

Staff has been focused on fundraising for the furnishings and equipment for the interior of the Teen & Community Center. Paver bricks are being sold for \$200 - \$500 each depending on the size selected. Giving Tree recognition leaves are available for donations ranging from \$100 - \$1000 or more. Brochures and written materials are being distributed to the public.

To date the following funding has been secured for the Teen & Community Center:

Organization	Amount	Purpose
Mad River Rotary-Donation	\$25,000	Commercial Kitchen
Mad River Rotary-Grant	\$2,000	Commercial Kitchen
McKinleyville Area Fund	\$3,000	Audio-Sound System
Humboldt Area Foundation	\$10,000	Tables & Chairs for Classrooms
<b>TOTAL:</b>	<b>\$40,000</b>	

Funding requests from other agencies and foundations are being researched and prepared for submittal according to published deadlines.

Both MCSD staff and BGCR staff and the board representatives for each organization serving on the Cornerstone committee invited several community members to an informational meeting about serving on this committee. Those who attended were



treated to a tour of the Teen & Community Center under construction. Everyone was very energetic about the project and the opportunities it will bring to the youth of our community. All those who attended were invited to apply to serve on the committee. The Staff representatives of the committee feel the meeting was a success and another one will be held for additional recruitment in the near future.

Several proposals for the naming of the Teen & Community Center have been submitted. A committee has been formed and is comprised of two teen representatives, two community members, one Recreation Advisory Committee member, and MCSD staff. The Naming Committee had their first meeting on Wednesday, October 28, 2015. The goal is to bring up to 3 naming options to the MCSD board at the December 2, 2015 board meeting.

## **HUMBOLDT STATE UNIVERSITY RECREATION ADMINISTRATION PROGRAM PROJECTS**

Staff is working with 2, upper division, Recreation Administration classes this semester, REC 220-Recreation Programming and REC 320-Organization, Administration & Facility Planning.

REC 220: Staff worked with HSU Recreation Administration Students and the Humboldt Pickleball association and successfully put on an adult Pickleball tournament on October 23-24, 2015. The tournament hosted 4 women's teams, 6 men's teams and 12 mixed doubles teams. The tournament brought in \$750 in revenue. This tournament has sparked interest in the McKinleyville Community to have regular drop-in times available for pickleball. Staff is looking into scheduling a drop-in pickleball program to start some time after the New Year.

REC 320: Two groups from this class are working on a facility assessment project for Azalea Hall. Students are tasked with assessing the structural components and equipment of the building to determine current lifespan of the structure, timelines for necessary feature replacements, and cost analysis for replacements. Staff is meeting with students as requested by each student group to assist in the facilitation of this project.

This past month Students have conducted interviews with facility users including senior center members, representatives from New Hearty Community Church, MCSD maintenance staff, programs staff and leisure class instructors. Additionally students have been researching the materials and replacement costs for facility components such as roof, siding and HVAC systems.

### **RECREATION ADVISORY COMMITTEE:**

The Recreation Advisory Committee met on Thursday, October 22, 2015. The committee reviewed and discussed:

- Chapters 3-4 of the Parks & Recreation Master Plan
  - Staff will be working out a plan for restructuring the Master Plan document to make it more readable and user friendly.
- Playground safety surfacing

- Staff reported that the CalRecycle Tire Derived Product Grant application has been submitted. This grant will provide funding to purchase recycled tire mulch for swings at Pierson Park, the Larissa Park playground and the 0-5 area of the Hiller Park Playground.
- Community Garden
  - Staff will plan a public meeting to gather input and participation in making this a community project rather than an MCSD Parks & Recreation project.
- Facility naming and dedication selection committee
  - Chad Sefcik has volunteered to attend the first meeting of the naming and dedication selection committee.
- AdHoc Committees:
  - John Kulstad suggested that the committee review the existing AdHoc committees and re-evaluate how the committee wants to address the projects associated with the AdHoc committees
    - He requested staff provide an estimate of future fund availability for use in prioritizing the development projects under the AdHoc committees.

### **RECREATION UPDATES:**

Kids' Club After School Program: Due recent staff turnover, enrollment at both sites has been capped and both sites are full. The Program Supervisor is currently advertising for an open part-time position. When additional program staff is hired we will open enrollment up again. The program is serving 119 students per week.

Youth Basketball League: Registration for the Youth Basketball League for 3<sup>rd</sup>-12<sup>th</sup> graders is now being accepted. This program runs January through March. We are currently recruiting for volunteer coaches and referees.

KinderSports: Soccer: The fall session of KinderSports for 2-5 year olds is Soccer. The program began on October 10<sup>th</sup> and both sessions have full enrollment.

Coed Futsal: 6 teams are registered to play in the Adult Futsal League this fall. We are short referees for this season and are looking for interested individuals to serve as referees for this program.

Leisure Classes: Currently the leisure classes offered are an adult fitness class, "Simply Fit" and various dog training classes including basic obedience, rally obedience, and dog tricks class.

Pierson Park: The Pierson Park rentals are up again from this month last year; October of 2014 the Gazebo was rented 3 times. October of 2015 the Gazebo boasted 6 rentals and the new Picnic Pavilion was rented 6 times during the month. Park rental revenues have increased by \$750 from the same month last year.

### **OTHER UPDATES:**

Staff attended HSU's Extended Education workshop, "Public Engagement: The Vital Leadership Skill" where Pete Peterson of the Davenport Institute and the Pepperdine school of Public Policy along with Carol Rische of Humboldt Bay Municipal Water

District presented effective strategies and techniques for meaningful and successful public engagement processes.

Staff attended the monthly meeting of the McKinleyville Senior Center Board. This month's meeting hosted 21 members, almost double the attendance for meetings held in the last 5 months. The Senior Center Board discussed the need for new carpeting in the Senior meeting room. Staff informed them that new carpeting will be addressed in the budget for next fiscal year. The Board also discussed fundraising strategies and changes to their financial reporting system.

## McKinleyville Community Services District

### BOARD OF DIRECTORS

November 4, 2015

TYPE OF ITEM: **INFORMATION**

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**ITEM: F.2.D General Manager's Report for November 2015 Meeting**

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

**TYPE OF ACTION: Information Only**

#### **A summary of activity for the month of October 2015**

**Cost Savings Related to District Activities** – The following is a review of some of the recent cost savings opportunities District staff identified for the previous month:

• Accounting Firm Discount	\$212
• Office Supplies Due to Negotiating Prices	\$106
• SWAP	\$1,160
• Northern Humboldt Employment Services	\$2,558
• Community Service Workers	\$754
• Sludge Consolidation WWMF Project	\$8,736
• Site Clearing at Babler	\$440
• Retrofit PRV stations w/ PEX control lines	\$640
• Humboldt Area Foundation	\$10,000
• Mad River Rotary Donation	\$10,000
• Mad River Rotary Grant	\$2,000
• Travel reimbursement due to overcharge	\$66

Total cost savings for September are \$36,372

***The cumulative cost saving to the District to date  
from July 1, 2015 is \$65,441***

District staff are recognized and commended for their continued efforts in looking for cost savings, the use of internal labor and grant opportunities that result in real savings for the District, rate payers, and the community.

**Teen Center Construction** – We conducted a site walk with the architect during the first week of October to review progress on the project. He will be making monthly site visits as the project progresses. Submittals are still flowing for material approval and we are nearly ready to address a list of change orders early next week. Staff met with the potential Teen Center Committee members to discuss the responsibilities involved. Community members were chosen that will organize, fundraise and mentor the youth participants. The GM and staff met to discuss a strategy related to the Teen Center Naming Committee and discuss potential candidates for the committee. Work continues on the business elements of the partnership with the Boys & Girls Club of the Redwoods. Staff is working on market analysis, the business plan and an MOU.



**Boyd Road** – GM met with the City management including the City Manager earlier in October. The discussion was cordial and the GM recommended that Arcata just propose the annexation of Eureka Ready Mix since they are the only property owner that is requesting annexation. Management of both agencies will continue to work toward a solution that is in the best interest for the customers in that area and does not infringe on the property of the other.

**Bio-filtration and Tree Farm Pilot Study Kick off Meeting-** A Coastal Development Permit (CDP) was filed with the Coastal Commission and a CDP Consolidation was applied for and approved by Humboldt County Planning. These permits are necessary to allow a drill rig on site for the installation of monitoring wells. Well locations have been identified and scheduling for well installation is in process.

**WWMF Improvement Project and Funding Effort** – Completion of the funding application for the SRF was reviewed and minor modifications made to finalize the process. Bids were opened on October 22 and approval to award the bid to Auburn Constructors, Inc. will be sought at the November Board Meeting. A significant amount of time was spent reviewing the bids, prepping the contract and preparing the Agenda Item to authorize the board President to execute the contract.

**Alternative Energy Projects**– Staff will be concentrating effort on grant application for alternative energy projects in the coming months, primarily related to solar and storage at the WWMF but we will also be considering new, cleaner burning, diesel generators to replace our old units that have been in service since the facilities were constructed.

**Central Ave MOU** – Management met with the Humboldt County Public Works Director again to discuss their standing commitment for SWAP crews to help with Central Avenue. Since Public Works cannot commit Sheriff Department personnel and SWAP crews are not as plentiful since realignment, the Sheriff's Department is not willing to commit to the agreement. The commitment of labor by the County is essential as MCSD would have to contract out a portion of the work, do to manpower limitations. This would increase the cost for maintenance and impact the monthly fees collected from our customers on Central Avenue. We will continue to explore options but until we can get this MOU worked out we will not be able to renew the Central Avenue. OSMZ.

**IPM** – Staff has been investing time on review and incorporation of public comment into the IPM. It should be ready for board review shortly after the beginning of the new year.

**Meetings** – The General Manager attended various meetings this month, including an Executive Committee Meeting of the CSDA Board of Directors in Sacramento on October 16<sup>th</sup>. Senator McGuire was in McKinleyville for a town hall meeting October 26<sup>th</sup>. The GM had a few minutes with the Senator and reminded him that our Board was eager to have a few moments of his time on one of his trips to Humboldt County.

### **Exhibits/Attachments**

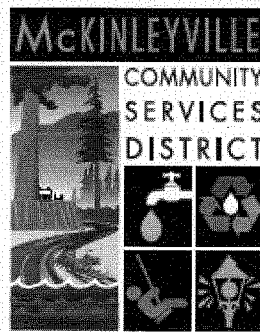
- Attachment 1 – WWMF Monthly Self Monitoring Report

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R.W.Q.C.B. NORTH COAST REGION  
5550 SKYLANE BLVD., SUITE A  
SANTA ROSA, CA 95403

October 28, 2015

RE: MONTHLY MONITORING REPORT

Dear Justin:

Enclosed is the Monthly Monitoring Report for September 2015 for McKinleyville Community Services District Wastewater Management Facilities WDID NO. 1B82084OHUM, operating under Order Number WQ 2011-0008-DWQ.

The normal discharge of effluent was 30 days to Discharge Point 002, 003, 004 and 006. The required monitoring and water quality constituents that were tested and reported were in compliance in September.

The requirement for BOD is 45 mg/L monthly average and 65 % removal for the weekly average with four weekly tests in September that represent five criteria. The BOD results for September are in compliance.

The requirement for TSS is 83 mg/L for the monthly average with four weekly tests in September which represent one criteria. The TSS results for September are in compliance.

The requirement for Nitrate as Nitrogen in the effluent is a monthly average of 10 mg/L. One test was conducted in September and was in compliance.

Total Coliform Organisms MPN/100 ml. The Monthly Median not to exceed MPN of 23 and the daily maximum not to exceed MPN of 230. The reported results for the month of September are as follows. Median was <1.8 and a Maximum of <1.8. Four samples were collected in the month of September and were in compliance.

Monthly River Monitoring was conducted in September.

WWMF Upgrade Status: Bids were opened on October 22, 2015 and were sent to Kennedy/Jenks for review. Staff and engineers are still working on the NPDES permit renewal.

Attended a meeting with Justin and Greg Orsini to walk around and get familiar with our facilities.

McKINLEYVILLE COMMUNITY SERVICES DISTRICT  
WASTEWATER MANAGEMENT FACILITY  
MONITORING DATA

MONTH: SEPTEMBER

YEAR: 2015

DATE	INFLUENT FLOW M.G.D.	EFFLUENT FLOW M.G.D.	EFFLUENT MAXIMUM GPM	RIVER CFS	INFLUENT MONITORING B.O.D. mg/L	INFLUENT MONITORING N.F.R. mg/L	pH	(C°) TEMP	B.O.D. mg/L	NFR mg/L	AMMONIA mg/L	CL <sub>2</sub> RES.	RIVER CL <sub>2</sub> RES.	SETTLABLE SOLIDS	3X5 TOTAL COLIFORM
1	0.767	1.046	1114				6.9	19.6			34	2.7			
2	0.769	1.007	1103				7.0	19.8			36	3.8			
3	0.762	1.054	1127				7.0	19.4			36	4.1			
4	0.761	0.865	1161		400	340	6.9	19.5	24	10	40	4.9		<0.1	
5	0.757	0.391	278												
6	0.757	0.393	279												
7	0.846	0.395	281												
8	0.774	0.712	1287				7.0	19.0			36	5.6			<1.8
9	0.778	1.121	1049				7.1	18.7			34	5.4			
10	0.762	0.917	965				7.1	18.4			32	5.6			
11	0.755	0.904	1204		250	230	7.0	18.8	23	9.6	32	5.6		<0.1	
12	0.781	0.546	387												
13	0.854	0.537	397												
14	0.803	0.777	1087				7.1	18.6			32	5.3			<1.8
15	0.783	1.041	1124				7.0	17.7			32	4.8			
16	0.791	1.080	1097				7.1	17.7			34	6.0			
17	0.803	0.984	1085				7.3	17.9			38	4.9			
18	0.758	0.814	1175				7.2	17.6	17	20	34	4.4		<0.1	
19	0.770	0.434	311												
20	0.842	0.430	306												
21	0.786	0.222	1064				7.2	17.7			36	2.4			<1.8
22	0.777	0.562	1571				7.3	17.3			26	0.9			
23	0.773	1.211	1134				7.1	17.2			32	2.1			
24	0.753	1.077	1139				7.1	17.3			32	6.1			
25	0.756	0.921	1002		260	250	7.2	17.1	24	12	34	5.6		<0.1	
26	0.779	0.387	275												
27	0.843	0.384	275												
28	0.782	0.604	871				7.1	16.8			32	4.4			<1.8
29	0.755	0.946	1082				7.0	17.0			32	2.3			
30	0.759	0.879	897				7.1	17.2			34	3.7			

SPILLS:

None to report

DATE	TDS	AMMONIA	NITRATE	BORON
9/30/2015	310	45.0	ND	290

MONTHLY TESTS

Semi-Annual Tests	Value in ug/l
Bis phthalate	N/A
alpha-BHC	N/A
4,4'-DDT	N/A
Carbon tetrachloride	N/A

Quarterly Tests	Value in ug/l
Dichlorobromomethane	N/A
Bromoform	N/A
Chlorodibromomethane	N/A
Chloroform	N/A

30 DAY AVERAGE	BOD mg/L	BOD LBS/DAY	% Removal	NFR	BOD mg/L	BOD LBS/DAY	% Removal	NFR
	22	162	92	13	93	95		

ACUTE TOXICITY

DATE	% Survival
	N/A
	N/A

Rainbow Trout  
C. dubia

CHRONIC TOXICITY	TESTED	SURVIVAL
	Minnow	N/A
	C. Dubia	N/A
	Algae	N/A
		TUG

Total Coliform	Monthly	Median	Daily	Maximum
	<1.8	<1.8	<1.8	<1.8

SIGNATURE: \_\_\_\_\_

REMARKS:

Indicates Permit Exceedance



**McKINLEYVILLE COMMUNITY SERVICES DISTRICT  
WASTEWATER MANAGEMENT FACILITY  
EFFLUENT DISCHARGE DISPOSAL**

**SEPTEMBER 2015**

Discharge Monitoring	001	002	002	004	003	006	005	001			
M-INF	M-001	M-003	M-003	M-005	M-004	M-007	M-006	M-002			
DATE	INFLUENT MGD	EFFLUENT MGD	MAXIMUM GPM	N.POND MGD	S.POND MGD	FISCHER MGD UPPER	FISCHER MGD LOWER	PIALORSI MGD	HILLER MGD	IRRGATE TOTAL MGD	RIVER MGD
1	0.767	1.046	1114			0.565	0.189	0.292		1.046	0.000
2	0.769	1.007	1103			0.623	0.106	0.278		1.007	0.000
3	0.762	1.054	1127			0.601	0.168	0.285		1.054	0.000
4	0.761	0.865	1161		0.209	0.415	0.068	0.173		0.656	0.000
5	0.757	0.391	278		0.391					0.000	0.000
6	0.757	0.393	279		0.393					0.000	0.000
7	0.846	0.395	281		0.395					0.000	0.000
8	0.774	0.712	1287		0.152	0.203	0.192	0.165		0.560	0.000
9	0.778	1.121	1049			0.711	0.126	0.284		1.121	0.000
10	0.762	0.917	965			0.534	0.096	0.287		0.917	0.000
11	0.755	0.904	1204		0.302	0.394	0.036	0.172		0.602	0.000
12	0.781	0.546	387		0.546					0.000	0.000
13	0.854	0.537	397		0.537					0.000	0.000
14	0.803	0.777	1087		0.214	0.262	0.144	0.157		0.563	0.000
15	0.783	1.041	1124			0.581	0.156	0.304		1.041	0.000
16	0.791	1.080	1097			0.606	0.162	0.312		1.080	0.000
17	0.803	0.984	1085			0.516	0.159	0.309		0.984	0.000
18	0.758	0.814	1175		0.233	0.330	0.072	0.179		0.581	0.000
19	0.770	0.434	311		0.434					0.000	0.000
20	0.842	0.430	306		0.430					0.000	0.000
21	0.786	0.222	1064		0.156	0.066				0.066	0.000
22	0.777	0.562	1571			0.342	0.095	0.125		0.562	0.000
23	0.773	1.211	1134			0.710	0.193	0.308		1.211	0.000
24	0.753	1.077	1139			0.576	0.198	0.303		1.077	0.000
25	0.756	0.921	1002		0.215	0.474	0.060	0.172		0.706	0.000
26	0.779	0.387	275		0.387					0.000	0.000
27	0.843	0.384	275		0.384					0.000	0.000
28	0.782	0.604	871		0.149	0.136	0.155	0.164		0.455	0.000
29	0.755	0.946	1082			0.641		0.305		0.946	0.000
30	0.759	0.879	897			0.580		0.299		0.879	0.000
TOTAL	23.436	22.641		0.000	5.527	9.866	2.375	4.873	0.000	17.114	0.000
AVERAGE	0.781	0.755	871	0.000	0.325	0.470	0.132	0.244	0.000	0.570	0.000
MAXIMUM	0.854	1.211	1571	0.000	0.546	0.711	0.198	0.312	0.000	1.211	0.000
MINIMUM	0.753	0.222	275	0.000	0.149	0.066	0.036	0.125	0.000	0.000	0.000
DAYS	30	30		0	17	21	18	20	0	21	0
DAYS WITH NO DISCHARGE = 0											