



WORKSHOP and REGULAR MEETING OF THE BOARD OF DIRECTORS AGENDA

TUESDAY, January 25, 2022, 5:30 PM

HYBRID Meeting and TIME CHANGE Notice

President- James Leap
Vice President- Vicki Morris
Director- Marcus Dutra
Director- Richard Smith
Director- Wayne Holman
General Manager- Robert Johnson
Board Secretary- Louise Coombes

The Aromas Water District Board of Directors meeting will be conducted in a hybrid setting. Directors, staff and public may attend the meeting remotely or in person. Public participation is encouraged – participation instructions are on the following page.

I. CALL TO ORDER

II. ROLL CALL OF DIRECTORS: President Jim Leap, Vice President Vicki Morris, Directors, Marcus Dutra, Richard Smith, and Wayne Holman.

III. PLEDGE OF ALLEGIANCE

IV. WORKSHOP: Board of Directors' Training Session: "Understanding Board Member and District Liability Issues"

7:00 PM – RETURN TO REGULAR SESSION

I. CALL TO ORDER

II. ROLL CALL OF DIRECTORS: President Jim Leap, Vice President Vicki Morris, Directors, Marcus Dutra, Richard Smith, and Wayne Holman.

III. PLEDGE OF ALLEGIANCE

IV. STATEMENTS OF DISQUALIFICATION

V. ADDITIONS AND DELETIONS

VI. MINUTES: Review the Minutes of the December 21, 2021 Special Board Meeting for Board approval. p.3-5

VII. ORAL COMMUNICATION: *Anyone wishing to address the Board on informational items, staff reports or matters not listed on the agenda may do so during Oral Communications. Please limit your comment to three (3) minutes. The public may comment on listed Action and Public Hearing items at the time they are considered by the Board.*

VIII. PRESENTATIONS & REPORTS

A. DIRECTORS' REPORTS

B. ATTORNEY'S REPORT

C. MANAGER'S REPORT p.6-9

D. CORRESPONDENCE p.10

IX. CONSENT CALENDAR:

A. Consider adoption of Resolution #2022-01, extending the need for hybrid meetings, as presented in AB 361. p.11-12

X. ACTION ITEMS:

A. Consider receiving a report on the Marshall Well project, and providing direction to staff. p.13-52
Staff will present a progress report on the Marshall Well project, for discussion and Board action.

B. Consider reviewing the District's COVID-19 Prevention Plan (CPP), and providing direction to staff p.53-77
Staff will present the current COVID-19 Prevention Plan, for discussion and Board action

C. Financial Reports for the Month of December 2021 p.78-83
Including both Assessment Districts, the financial reports show a Total revenue of \$233,342.27; Total expenditures were \$91,837.47 between December 15, 2021 and January 18, 2022. These financials and monthly expenditures will be presented for discussion and approval.

XI. FUTURE MEETINGS & AGENDA ITEMS – February 22, 2022

XII. ADJOURNMENT

Next Res. # 2022-02

All public records relating to an agenda item on this agenda are available for public inspection at the time the record is distributed to all, or a majority of the board. Such records shall be available at the District office located at 388 Blohm Avenue, Aromas, CA.



Hybrid Meeting Attendance Instructions

The public may participate in the District’s Board meeting either in person, or by teleconference / web conference via the instructions provided below. In person attendees will be subject to mask and distancing protocols.

The meeting materials will be available for download from the District’s website at:

www.aromaswaterdistrict.org

For those who choose to attend this meeting via Zoom will be muted by default. To join the meeting from a computer, tablet, or smartphone via the Zoom app (free at <http://www.zoom.us>), click the link on the meeting date and time: <https://us02web.zoom.us/j/83620246452>

If you do not have speakers or a microphone on your computer, you can dial in for audio.

Call (669) 900.9128 and enter the Webinar ID: [83620246452](https://us02web.zoom.us/j/83620246452)

If you would like to speak during the public comment portion of the meeting, you have the following options:

1. **Online** – raise your hand or use the Q&A panel to submit written comments.
2. **Phone** – press *9 to raise your hand, *6 to send a request to be unmuted to submit verbal comments.

The meeting officially will start at 7:00pm, though remote access will be open 15 minutes before the start of the meeting.

Public engagement is important to the District, and hybrid meeting protocols are an evolving process.

We appreciate everyone’s understanding as we work through this together.

**Minutes of the Special Meeting of
the Aromas Water District Board of Directors
December 21, 2021**

- I. CALL TO ORDER.** The special meeting of the Aromas Water District Board of Directors was called to order by President Leap on Tuesday, December 21, 2021, at 7:00 p.m. in a hybrid setting; attendees were both present in the Board Room and online via Zoom.
- II. ROLL CALL.** President Leap, Vice President Morris and Directors Dutra, Holman and Smith were present. Also in attendance were General Manager Johnson and Board Secretary Coombes, and Counsel Bosso attended via Zoom.
- III. PLEDGE OF ALLEGIANCE.** President Leap led the pledge of allegiance.
- IV. STATEMENTS OF DISQUALIFICATION.** There were no disqualification statements.
- V. ADDITIONS AND DELETIONS.** There were no additions to, or deletions from, the Agenda.
- VI. MINUTES.** The minutes of the November 23, 2021, Board Meeting were presented for review and approval. Director Smith moved for approval of the minutes as presented; Vice President Morris seconded. Minutes were unanimously approved with all Directors present.
- VII. ORAL COMMUNICATION.** There were no public comments.

VIII. REPORTS/PRESENTATIONS

- A. Director's Report(s).** Director Smith mentioned that he and Vice President Morris, with GM Johnson, had attended another Ad-Hoc Infrastructure & Finance Committee Meeting to be discussed later in the Action Items; Progress Report on the Marshall Well Project.
- B. Attorney's Report.** Counsel Bosso mentioned that changes to the legislation for Proposition 218 include a time limit of 120 days for objections. This will not affect the District until the next Rate Study in 2024.
- C. Manager's Report**

OPERATIONS & MAINTENANCE

Production & Well Levels

GM Johnson reported total production in November 2021 was 5,501,812 gallons, with a daily average of 183,394 gallons. Pleasant Acres was used for five days, Carpenteria Well ran the entire month; San Juan Well was used for twenty-nine days of the month.

There were no new meters installed, so the current total is 969 connected meters. All water testing continues to be both filed on time and represent satisfactory results.

Reporting on well levels; all wells show an increase of one foot.

INCIDENTS

None at the time of the report

ADMINISTRATIVE

Staff & Board Recognition

WUSp Girõn continues to integrate the hard copy backflow information and results into digital format to be utilized in future backflow testing.

ASO Coombes continues to refine and update multiple points of information in the GIS mapping of the District.

CO DeAlba continues on medical leave, although available by phone for consultation; likely to continue until January 2022.

Operator Smith continues to work hard to maintain a fully operational system. Recent achievements include the reactivation of Ballantree communications to full working order.

Conservation & Rainfall

Since the start of the rainfall year on October 1, 2021, a total of 8.64 inches of precipitation have been recorded by the rain gauge at Chittenden pass, of which 2.52 inches fell on December 13. That total is 91% of the 9.48 inches of precipitation recorded last year.

Projects

Cole Road & Rocks Road Project

GM Johnson is scheduled to present the annexations of Cole Road and Rocks Road at the PVWMA January Board of Directors meeting.

New Water Source

GM Johnson elaborated on this project with an update in Action Item X.B later in this meeting.

Correspondence: Director Holman enquired about the letter regarding 0 Pine tree; GM Johnson explained that it was a request for a connection.

IX. CONSENT CALENDAR

A. Consider adopting Resolution 2021-12 authorizing the continuation of hybrid/remote teleconferencing meetings pursuant to AB 361

Vice President Morris moved to adopt Resolution 2021-12 as presented; seconded by Director Smith. The Resolution was unanimously adopted, by roll-call vote, with all Directors present.

X ACTION ITEMS

A. Presentation of Audited Financial Statements for the Fiscal Year ending June 2021

Chris Brown of Fedak & Brown presented to the Board a synopsis of the audit results as discussed in detail earlier in the day at the Audit Committee meeting. He provided an unmodified, clean opinion of the books with no material weaknesses and an increased net position with an increase in total revenues.

Vice President Morris moved to receive the audited financial statements as presented; seconded by Director Smith. The audited financial statements were unanimously adopted, with all Directors present.

B. Consider receiving a progress report on the Marshall Well project

Although the financial impact is not yet fully known, there are two proposals to be presented tonight and research is underway to seek financing options, including possible grant funds to help offset costs. MNS and two subcontractors are working to provide a preliminary engineering report and required environmental documentation. GM Johnson presented the estimated timeline again showing that the proposal has arrived ahead of time. Martin Feeney is overseeing the new geologist from Luhdorff & Scalmanini (LSCE). Their proposal came in at \$331,010, the majority of which is for the drilling. Vice President Morris commented that this seemed a reasonable amount. GM Johnson indicated if all goes well with the permits, the test well may be drilled in June/July, 2022.

The Finance Committee also spoke with a Bond Attorney to review financial options; he offered three Financial Advisors to assist in reviewing the proposals. One advantage the District currently has is that interest rates are below 2%, therefore with increasing inflation, the financing will be extremely low cost.

Counsel Bosso expressed his confidence in LSCE who are well known and have satisfactorily performed many such projects in the local area. Director Smith was pleased that the project is progressing in a timely manner considering what a high priority having an additional well available in the future.

Vice President Morris moved to accept the report as presented and to continue the project with LSCE and MNS plus Counsel Bosso's recommendation for financial advisors; seconded by Director Holman. To move forward with this project as presented was unanimously adopted with all Directors present.

C. Consider receiving an update on the Board Training Plan

As part of the Strategic Plan to maintain and enhance the consistent learning culture of the District Board of Directors, up-to-date and relevant training is important. As mentioned at the previous Board meeting, the training that has already been undertaken, by both the Board and the GM, brings the District very close to achieving the necessary requirements to achieve the District of Distinction Award. Previously, the Board agreed to continue with this remaining training as only two webinars remain. A timely approach is needed as some training has to be within the last five years and in April 2022, this time period is up.

There is a live workshop *Board Member Best Practices* on February 2 & 3 from 9am-noon. Plus an on-demand workshop; *Board Member and District Liability Issues*. Both of these can be set up as a workshop that all can attend at the District office. President Leap commented that this award sets a good tone and indicates the level of integrity and responsibility for any newly joining Board member in the future. Vice President Morris commented that awards like this are a great asset to public relations and shows the Board takes their role seriously.

Director Smith moved to accept the training update as presented, as well as move forward with the training necessary to achieve the District of Distinction Award; seconded by Vice President Morris. The update was unanimously adopted with all Directors present.

D. Financial Reports for the Month of November 2021

Total Assets / Liabilities & Equity are \$10,904,327.55, of which Total Current Assets are \$4,832,378.01, and Total Fixed Assets are \$5,922,829.54. In Liabilities, the Total Current Liabilities are \$247,389.97 and Total Liabilities are \$4,408,988.65.

In the P&L Report, Water Revenue for November was \$97,226.43. Total Expenditures were \$92,902.11 between November 16 to December 14, 2021.

On the graphical representation of the Financials, when compared to the current budget there is a +8.5% difference for YTD Revenue and -4.8% difference for YTD Expenditures.

Director Holman moved to approve the Financial Reports as presented; seconded by Director Smith. The Financial Reports were unanimously approved, with all Directors present.

E. Election of New Board Officers

Vice President Morris nominated President Leap to continue as President for a further year. Director Smith nominated Vice President Morris to continue as Vice President for a further year. Director Smith moved to accept the nominations, seconded by Director Dutra. The nominations were unanimously adopted with all Directors present.

X. FUTURE MEETINGS & AGENDA ITEMS. The next meeting date will be on Tuesday, January 25, 2022, and will be the same hybrid format as this meeting.

XI. ADJOURNMENT. President Leap adjourned the meeting at 8:30pm until Tuesday, January 25, 2022.

Read and approved by: _____
President, Jim Leap

Attest: _____
Board Secretary, Louise Coombes

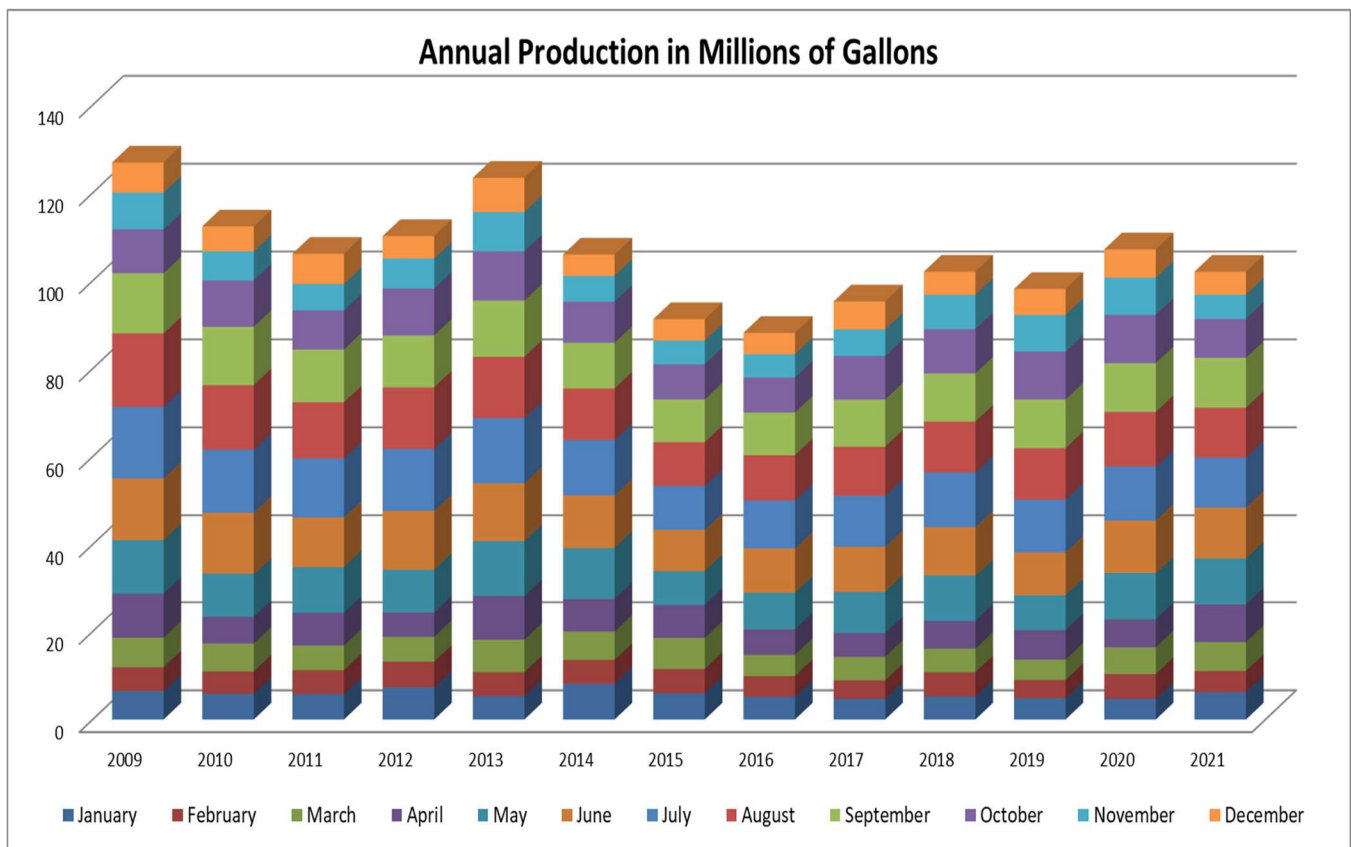
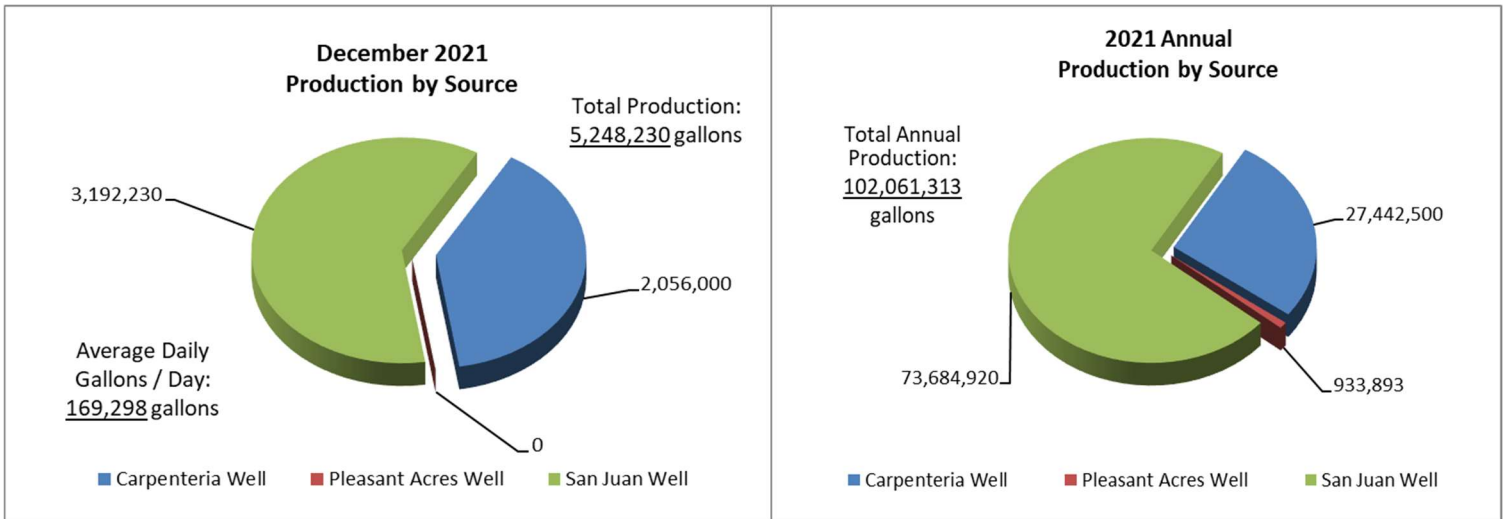
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Date: _____

General Manager's Report December 2021



PRODUCTION REPORT



Totals	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Million Gal	112.37	106.15	110.17	123.42	105.97	91.27	88.152	95.304	102.07	98.141	107.1	102.07
Acre Ft	344.8	325.7	338.05	378.7	325.16	280.05	270.49	292.43	313.18	301.13	328.8	313.19

OPERATIONS AND MAINTENANCE REPORT

OPERATIONS:

- There are 969 total meters installed.
- Carpenteria well was operated the entire month, San Juan well was utilized 30 days, and Pleasant Acres well was not used this month.
- Water Treatment Plant: finished water was free of both iron and manganese this month.
- Distribution testing for total Coliform; all samples were negative.
- All monthly DWR reports on Coliform, and Fe / Mn were filed on time.
- WTP filters are being backwashed when necessary.
- Monthly Generator in-house 15-minute testing under load.
- Monthly well-level monitoring (see chart following this report in Board Packet).

MAINTENANCE:

- Preventative maintenance and flushing were performed, as needed.
- Chlorine chemical pump maintenance and analyzer maintenance at all wells was performed.
- Additional maintenance tasks are being performed as time allows.

INCIDENTS:

- During the December rains, a culvert on a private driveway was compromised and resulted in the driveway entrance collapsing and exposing a portion of our water main along the driveway. District staff observed the situation over the following two weeks as repairs were made, and the driveway was completely restored on New Year's Eve. No damage to our main was observed.

ADMINISTRATIVE REPORT

STAFF & BOARD RECOGNITION:

- WUSp Girōn is working with Operator Smith to integrate tablets for routine daily recordkeeping. This effort, when fully implemented, will increase efficiency within the Operations section.
- ASO Coombes is working to get all the important annual paperwork turned in by staff and Board members. This paperwork includes employee W-4's as well as Form 700's for the individuals that need to report.
- CO DeAlba returned to work January 10, 2022 and is getting back into the swing of things.
- Operator Smith worked with Agee Electricians to resurrect the Ballantree communication system. The District has been using a loaner system for about three months since the system failed.
- Operator Smith worked with TH Electric and XiO to develop a solution to performing a backwash at the water treatment plant. This a specialized component of the XiO System that, when incorporated into the entire system, will be the completion of the XiO System installation. Future XiO work will be on an as needed basis – remember, this entire XiO effort (multiple phases) was to replace the failing SCADA System.
- The Ad Hoc Infrastructure and Financing Committee met in December and worked on 1) reviewing the contractor proposals and 2) developing financial options. A portion of the committee met with a Bond attorney who provided the names of three firms for the District to pick from to be an advisor for the District as we move forward.

CONSERVATION UPDATE:

December 2021 usage figures are showing a continued reduction in consumption, as is expected this time of year.

October 1, 2021 marked the start of a new water year. As of the date of this report (January 20), the rain gauge at Chittenden Pass has recorded 14.48 inches of precipitation, with 0.08 inches falling this month. That is roughly a 53% increase (to date) over the precipitation received last year (9.48 inches).

PROJECTS:

1. Response to COVID-19 virus

Staff has been staying current on the ever-changing COVID-19 situation. The office has been reopened, and customers have adjusted to the changes. Staff will be presenting additional changes that occurred as late as January 14, 2022.

2. Technology upgrade – SCADA (delayed due to COVID-19 pandemic)

Major component installations are complete – respective staff members are working to complete final “punch list-type items”.

3. Orchard Hill Road proposed annexation progress

MNS Engineers completed the FINAL Technical Memorandum (TM) and it was released to the main spokespeople of the group. Staff has not heard back from the group and plans to reach out to the main contacts for this group in February 2022.

4. Progress on the Cole Road Outreach Project

Staff is scheduled to present the Cole Road (and Rocks Road) Annexations to PVWMA in January; first to the Administration and Finance Committee (January 11), and then the full Board of Directors on January 19, 2022.

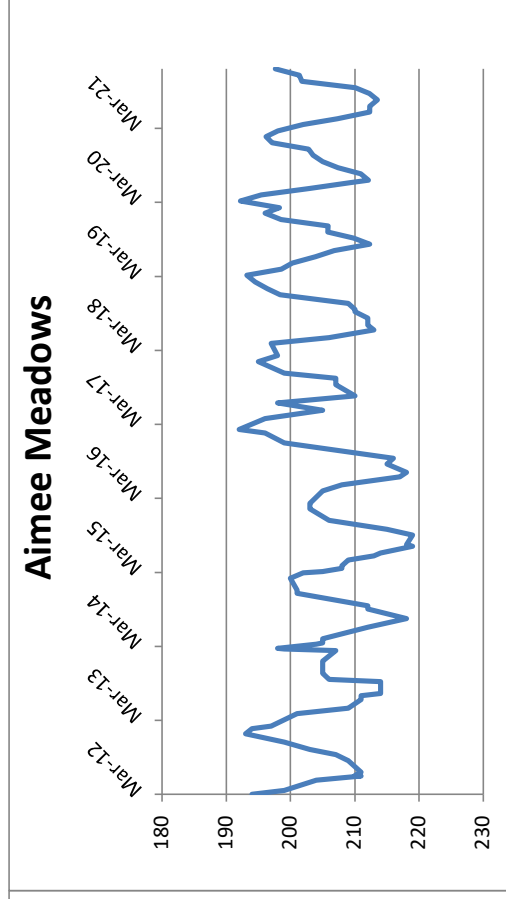
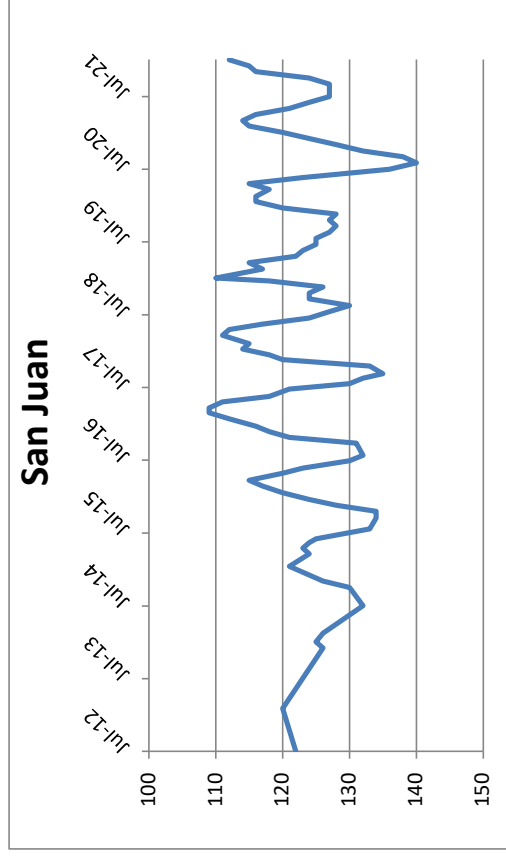
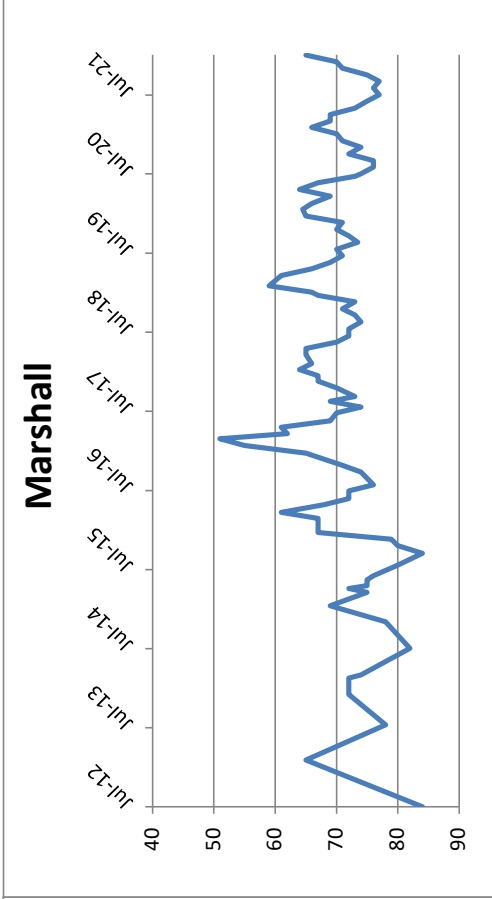
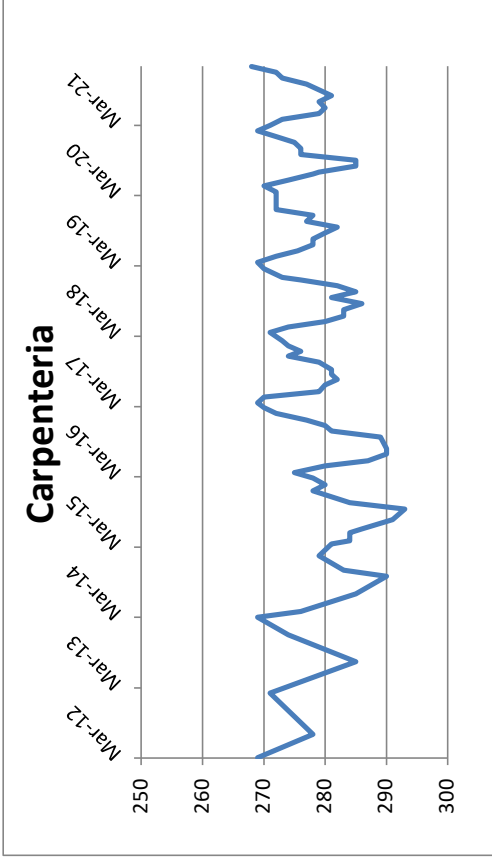
Update: The PVWMA BOD approved the annexation effort; staff will begin the LAFCo Application process in the very near future.

5. Progress on Finding a New Water Source Project

Staff will be presenting an update on this project as part of the Action Items at tonight’s meeting.

Robert Johnson
General Manager
January 20, 2022

Well Water Level Monitoring
 Depth to Water Measurements
 Date: January 12, 2022



CORRESPONDENCE LIST: 12/16/2021 – 1/19/2022

DATE	TYPE	TO	FROM	SUBJECT
12/15/21	E	A Phelen, M Hemming, CSDA	R Johnson, AWD	District of Distinction Clarification [& Response]
12/17/21	E	AWD	L Heid, Uni of CA	Public Records Request [& Response]
12/20/22	E	R Johnson & V Morris, AWD	S Ferguson, JONES HALL, Prof Law Corp	Aromas Water District / Financing Opportunities
12/23/21	E	E Giron, AWD	A Beck, Fedak & Brown	Finalization of the Engagement
12/23/21	E	B Cheung, KNN Public Finance	R Johnson, AWD	Aromas Water District is seeing a Municipal Finance Advisor [& Response]
12/23/21	E	R Porr, Fieldman	R Johnson, AWD	Aromas Water District is seeing a Municipal Finance Advisor
12/23/21	E	C Hill, NHA Advisors	R Johnson, AWD	Aromas Water District is seeing a Municipal Finance Advisor [& Response]
12/28/21	E	AWD	U.S. Environmental Protection Agency	(TLP: Amber) Cyber [Security Threat] Alerts
1/2/22	M	R Johnson, AWD	N McCormick, CEO, CSDA	[Municipal Bond Issuance / Gov't Loans]
1/10/22	M	R Johnson, AWD	E.G. Gladbach, Pres. ACWA JPIA	President's Special Recognition Award
1/11/22	E	R Johnson & Board of Directors, AWD	L Austin	Governor's Budget Proposal – Financial Assistance for Water Agencies
1/12/22	E	SWRCB	E Girõn, AWD	Monthly Fe & Mn Field Test Results
1/12/22	E	SWRCB	E Girõn, AWD	Monthly Summary of Coliform Monitoring
1/14/22	E	R Johnson, AWD	C Lemaire, CSDA Finance Corp	CSDA Finance Corporation: response for Aromas Water District



RESOLUTION 2022-01

RESOLUTION AUTHORIZING THE CONTINUATION OF HYBRID/REMOTE TELECONFERENCE MEETINGS PURSUANT TO AB 361

WHEREAS, the Aromas Water District (District) Board of Directors (BOD) is committed to preserving public access and participation in BOD's meetings; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, on March 4, 2020, Governor Newsom issued a Proclamation of State of Emergency in response to the COVID-19 pandemic; and

WHEREAS, the proclaimed state of emergency remains in effect; and

WHEREAS, on September 16, 2021, Governor Newsom signed AB 361 that provides that a legislative body subject to the Brown Act may continue to meet without fully complying with the teleconferencing rules in the Brown Act providing the legislative body determines that meeting in person would present imminent risks to the health and safety of attendees, and further requires that certain findings be made by the legislative body every thirty (30) days; and

WHEREAS, in the interest of public health and safety, as affected by the emergency caused by the spread of COVID-19, the BOD deems it necessary to find a requirement to meet in person for meetings of the District could present imminent risks to the health and safety of attendees, and thus, intends to invoke the provisions of AB 361 related to teleconferencing; and

WHEREAS, the BOD has considered all information related to this matter, as presented at the public meetings of the BOD, including but not limited to the current circumstances related to the state of emergency, which continues to remain active; and

WHEREAS, the BOD further finds that the state of emergency continues to directly impact the ability of the members to meet safely in person.

(continued on next page)

NOW, THEREFORE BE IT RESOLVED, the Aromas Water District Board of Directors hereby resolves, and order as follows:

- 1. The BOD finds that the facts set forth in the recitals to the Resolution are true and correct.**
- 2. The above findings and this resolution apply to all meeting of the Aromas Water District subject to the Brown Act for the period of January 27, 2022 to February 26, 2022 (Resolution 2021-14 covers until January 26, 2022).**
- 3. As long as the State Emergency remains in effect or until directed otherwise by the BOD, staff shall present to the BOD at every meeting necessary, an item to continue the findings required by AB 361.**
- 4. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of thirty (30) days from adoption of the Resolution or such time the BOD adopts a subsequent Resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the BOD may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953; and**
- 5. The General Manager and District Counsel are directed to take such other necessary actions to implement the intent and purposes of the Resolution.**

PASSED AND ADOPTED by the Board of Directors of the Aromas Water District, Aromas, Monterey and San Benito Counties, California, at a Regular meeting duly held on this 25th day of JANUARY 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVE:

ATTEST:

James Leap, Board President

Board Secretary, Louise Coombes

Staff Report



To: Board of Directors

Re: Item X.A – Consider receiving a progress report on the Marshall Well project, and providing direction to Staff

Date: January 18, 2022

Summary / Discussion

The District’s Strategic Plan identified a number of projects to be completed within its five-year horizon. Some of those projects were identified in the 2019 Rate Study and were a basis for determining the water rates that were ultimately established. A non-exhaustive list of those projects includes: 1) Ballantree Tank Project, 2) School Road Tank Project, 3) Aimee Meadows Pressure-Reducing Station, 4) building an Operations Shop, and 5) installing solar power for the 388 Blohm Avenue facility. Also, identified for Fiscal Years 2024-2025 to 2026-2027 was a new water source (well) project. That project was moved up by Board decision due to current (and forecasted) hydrologic conditions.

Staff will provide a progress report on the Marshall Well project. The Ad-Hoc Infrastructure and Financing Committee (IFC) met via Zoom on December 14 to discuss Consultant proposals that were subsequently discussed and approved in concept at the December 2021 Board meeting. The resulting contracts for both contractors are attached to this report.

The IFC also discussed financing options. The December 20, 2021, call to our Bond Attorney resulted in him providing three firms that have a good track record as Municipal Advisors. A Municipal Advisor is a firm that evaluates financing options and opportunities and provides recommendations to their client, in this case, the District. Submittals are due on January 20, 2022; therefore, relevant information from these submittals may be available for presentation at this Board meeting.

Staff Recommendation

Receive the progress report and provide direction to staff, if any.

Submitted by:

Robert Johnson
General Manager

CONTRACT

FOR

MARSHALL WELL PROJECT



General Conditions

This Agreement will become effective on the date of execution set forth below and will continue in effect until terminated as provided herein. The contract form for this Project is attached hereto for contractor's information and reference.

The Management Division of the Aromas Water District (District) shall be the representative for all purposes under this Agreement. The District's General Manager, or designated representative, hereby is designated as the Contract Manager for the District. They shall supervise the progress and execution of this Agreement.

All work shall be in conformance to local, State and Federal laws and regulations.

If applicable, the work is subject to State of California Prevailing Wages and Contractor and all subcontractors shall pay workers no less than the amounts specified by the Department of Industrial Relations for appropriate labor classifications.

No subcontractor will be recognized as such, and all persons engaged in the work of construction will be considered as employees of Contractor.

Prior to commencement of work tasks, the Contractor shall have a documented, in place, safety program which meets all CAL-OSHA/FED-OSHA regulations.

Contractor shall:

- a. Procure all permits and licenses, pay all charges and fees, and give all notices which may be necessary and incidental to the work and lawful prosecution of the services to be performed by the Contractor under this Agreement;
- b. Keep itself fully informed of all existing federal, state and local laws, ordinances, regulations, orders, and decrees which may affect those engaged or employed under this Agreement, any materials used in Contractor's performance under this Agreement, or the conduct of the services under this Agreement;
- c. At all times observe and comply with, and cause all of its employees to observe and comply with, all of said laws, ordinances, regulations, orders, and decrees mentioned above;
- d. Immediately report to the District's Contract Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders, and decrees mentioned above in relation to any plans, drawings, specifications, or provisions of this Agreement.

Insurance: The Contractor shall obtain and possess insurance coverage as specified herein and as approved by the Engineer. Liability insurance shall conform to the provisions of Section 7-1.12 "Responsibility for Damage" of the Standard Specifications and these General Conditions and Special Provisions.

4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of section 2782 of the Civil Code.

The Course of Construction policy shall contain the following provisions:

1. The District shall be named as loss payee.
2. The insurer shall waive all rights of subrogation against the District.

All insurance required by this section shall be placed with insurers with a current A.M. Best's rating of no less than A: VII and shall be licensed to operate in the State of California.

Approved insurance forms are attached to the Special Provisions.

Contractor shall furnish the District with original certificates and amendatory endorsements effecting coverage required by this section. The endorsements should be on forms provided by the District or on other than the District's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

Beginning the Work and Time of Completion: The Contractor shall complete work within thirty (30) working days after receiving the Notice to Proceed verifying that the contract has been approved by District. Failure to diligently prosecute the Project may result in assessment of Liquidated Damages or termination of Contractor's control over the work and taking over the work by the District.

Liquidated Damages: It is agreed by the parties to the contract that, in case all work called for under the contract is not completed before or upon the expiration of the time limit set forth in these General Conditions, damage will be sustained by the District, and that it is and will be impracticable to determine the actual damage which the District will sustain by reason of such delay; and, it is therefore agreed that Contractor will pay to the District the sum of Five Hundred Dollars (\$500.00) for each and every calendar day delay beyond the expiration of said time limit. Contractor agrees to pay such Liquidated Damages as herein provided, and in case the same are not paid, agrees that the District may deduct the amount thereof from any moneys due or that may become due Contractor under the contract.

Special Provisions

Safety: All work shall be performed in accordance with the requirements of the State of California Division of Industrial Safety. The Contractor shall conform to the permit requirements of the Division of Industrial Safety and shall obtain a trenching permit directly from said State Office prior to such activity.

The Contractor's attention is directed to the provisions of Section 6705 of the Labor Code concerning trench excavation safety plans. (Note: Contractors are hereby advised that the independent monitoring regulations of OSHA, as enforced by CAL OSHA officers, are to be complied with at all times).

**AROMAS WATER DISTRICT
CONTRACT FOR
MARSHALL WELL PROJECT**

This Agreement is made upon the date of execution, as set forth below, by and between,

Insert Contractor name and address

(hereinafter referred to as “**CONTRACTOR**”), and the **AROMAS WATER DISTRICT** (hereinafter referred to as “**DISTRICT**”).

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1.00 GENERAL PROVISIONS

1.01 WORK TO BE PERFORMED BY CONTRACTOR: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by, **DISTRICT** and under the conditions expressed in the three bonds, bearing even date with these presents, and hereunto annexed, the **CONTRACTOR** agrees to do all the work and to furnish all the materials, except such as are mentioned in the specifications to be furnished by **DISTRICT**, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the **DISTRICT**, this project in accordance with the Proposal, the General Conditions and Special Provisions and the general prevailing wage rates as determined by the Director of Industrial Relations of the State of California; which said General Conditions, Special Provisions, Standard Specifications, Standard Plans and General Prevailing Wage Rates are hereby specially referred to and by such reference made a part hereof. The work to be done is shown upon plans and in specifications entitled:

MARSHALL WELL PROJECT

which said plans and specifications are hereby made a part of this contract.

1.02 COMPENSATION: CONTRACTOR agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the said party of the first part and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, and in the manner and according to the plans and specifications, and the requirements of the District.

Owner shall pay contractor for completion of the work in accordance with the contract documents amounts that follow, subject to adjustment under the contract, with prices stated for materials and labor provided by CONTRACTOR, attached hereto as an exhibit. **CONTRACTOR** guarantees that maximum amount payable by the **DISTRICT** for the sum of the cost of the work, including full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement, plus the contractor's fee will not exceed **\$194,077** (one hundred ninety-four thousand, seventy-seven dollars; the "Guaranteed Maximum Price"), subject to increases or decreases for changes in the work.

2.00 OBLIGATIONS OF CONTRACTOR

2.01 LAWS TO BE OBSERVED. CONTRACTOR shall:

a. Procure all permits and licenses, pay all charges and fees, and give all notices which may be necessary and incidental to the due and lawful prosecution of the services to be performed by **CONTRACTOR** under this Agreement;

b. Keep itself fully informed of all existing federal, state and local laws, ordinances, regulations, orders, and decrees which may affect those engaged or employed under this Agreement, any materials used in **CONTRACTOR's** performance under this Agreement, or the conduct of the services under this Agreement;

c. At all times observe and comply with, and cause all of its employees to observe and comply with all of said laws, ordinances, regulations, orders, and decrees mentioned above;

d. Immediately report to the **DISTRICT** Contract Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders, and decrees mentioned above in relation to any plans, drawings, specifications, or provisions of this Agreement.

2.02 WORKERS COMPENSATION AND OTHER EMPLOYEE BENEFITS: DISTRICT and CONTRACTOR intend and agree that **CONTRACTOR** is an independent contractor of **DISTRICT** and agree that **CONTRACTOR** and **CONTRACTOR's** employees and agents have no right to Workers Compensation and other employee benefits from the **DISTRICT**. **CONTRACTOR** agrees to provide Workers Compensation and other employee benefits, where required by law, for **CONTRACTOR's** employees and agents. **CONTRACTOR** agrees to hold harmless, defend and indemnify **DISTRICT**, from any and all claims for injury, disability, or death of **CONTRACTOR** and **CONTRACTOR's** employees or agents. **CONTRACTOR** certifies that it is aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and agrees to comply with such provisions before commencing the performance of the work of this contract. The statement of prevailing wages hereunto annexed is hereby specifically referred to and by this reference is made a part of this contract.

2.03 INDEMNIFICATION: CONTRACTOR shall defend, indemnify, and save harmless **DISTRICT**, their elected officials, officers, agents and employees from any and all claims, demands, damages, costs, expenses, judgments or liability arising directly or indirectly out of this Agreement, or attempted performance of the provisions hereof, including, but not limited to those predicted upon theories of violation of statute, ordinance, or regulation, professional malpractice, negligence, or recklessness including negligent or reckless operation of motor

vehicles or other equipment, furnishing of defective or dangerous products or completed operations, premises liability, liability arising from trespass or inverse condemnation, violation of civil rights and also including any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board with respect to **CONTRACTOR'S** "independent contractor" status that would establish a liability for failure to make social security and income tax withholding payments, or any act or omission to act, whether or not it be willful, intentional or actively or passively negligent on the part of **CONTRACTOR** or its agents, employees or other independent **contractors** directly responsible to **CONTRACTOR**, providing further that the foregoing shall apply to any act or omissions to act, committed jointly or concurrently by **CONTRACTOR** or **CONTRACTOR'S** agents, employees or other independent **contractors** and the **DISTRICT**, its agents, employees or independent **CONTRACTORS**, provided further as follows:

a. That **DISTRICT** does not, and shall not, waive any rights against **CONTRACTOR** which it may have by reason of the aforesaid hold-harmless agreement, because of the acceptance by **DISTRICT**, or the deposit with **DISTRICT** by **CONTRACTOR**, of any of the insurance policies hereinafter described.

b. That the aforesaid hold-harmless agreement by **CONTRACTOR** shall apply to all damages and claims for damages of every kind suffered by reason of any of the aforesaid operations of **CONTRACTOR** or any agent or employee of **CONTRACTOR** regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

c. Nothing contained in the foregoing indemnity provision shall be construed to require indemnification for claims, demands, damages, costs, expenses or judgments resulting from the proven sole active negligence or proven willful misconduct of the **DISTRICT**.

2.04 **INSURANCE**: **CONTRACTOR** shall not commence work under this Agreement until it has obtained all insurance required pursuant to the General Conditions set forth in the Invitation to Bid and such insurance shall have been approved by **DISTRICT** as to form, amount and carrier.

3.00 TIME FOR COMPLETION OF THE WORK

The scope of work set forth in this agreement shall be completed within thirty (30) working days from the Contractor's receipt of the Project's Notice to Proceed. Time is of the Essence. Time extensions may be allowed for delays caused by **DISTRICT**, other governmental agencies, or factors not directly brought about by the negligence or lack of due care on the part of the **CONTRACTOR**. Liquidated Damages may be assessed for delays caused by the **CONTRACTOR** as set forth in the general conditions.

4.00 INSPECTION

CONTRACTOR shall furnish **DISTRICT** with every reasonable opportunity for **DISTRICT** to ascertain that the work of **CONTRACTOR** is being performed in accordance with the requirements and intentions of this Agreement and the Specifications. All work done and all materials furnished, if any, shall be subject to the **DISTRICT** inspection and approval. The inspection of such work shall not relieve **CONTRACTOR** of any of its obligations to fulfill its Agreement as prescribed.

5.00 OWNERSHIP OF MATERIALS

All original drawings, videotapes and other materials prepared by or in possession of **CONTRACTOR** pursuant to this Agreement shall become the permanent property of the **DISTRICT** and shall be delivered to the **DISTRICT** upon demand. All such documents, plans and specifications prepared under this Agreement shall become the property of the **DISTRICT** upon completion of the work and payment of monies earned and due to the **CONTRACTOR**.

6.00 MISCELLANEOUS

6.01 **REMEDIES**: The remedies set forth in this Agreement shall not be exclusive but shall be cumulative with, and in addition to, all remedies now or hereafter allowed by law or equity.

6.02 **NO WAIVER**: The waiver of any breach by any party of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of this Agreement.

6.03 **ASSIGNMENT**: This Agreement is specifically not assignable by **CONTRACTOR** to any person or entity. Any assignment or attempt to assign by **CONTRACTOR**, whether it be voluntary or involuntary, by operation of law or otherwise, is void and is a material breach of this Agreement giving rise to a right to terminate as set forth in the Cal Trans Specifications.

6.04 **ATTORNEY FEES**: In the event of any controversy, claim or dispute between the parties hereto, arising out of or relating to this Agreement, or the breach thereof, the prevailing party shall be entitled, in addition to other such relief as may be granted, to a reasonable sum as and for attorney fees.

6.05 **TIME FOR PERFORMANCE**: Except as otherwise expressly provided for in this Agreement, should the performance of any act required by this Agreement to be performed by either party be prevented or delayed by reason of any act of God, strike, lockout, labor trouble, inability to secure materials, or any other cause except financial inability not the fault of the party required to perform the act, the time for performance of the act will be extended for a period of time equivalent to the period of delay and performance of the act during the period of delay will be excused; provided, however, that nothing contained in this section shall exclude the prompt payment by either party as required by this Agreement or the performance of any act rendered difficult or impossible solely because of the financial condition of the party required to perform the act.

6.06 **NOTICES**: Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to any party to this Agreement shall be in writing and shall be deemed duly served and given when personally delivered or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid to the following address for each respective party:

DISTRICT

Robert Johnson, General Manager
Aromas Water District
PO Box 388
388 Blohm Avenue
Aromas, CA 95004

CONTRACTOR

6.07 **GOVERNING LAW:** This Agreement and all matters relating to this Agreement shall be governed by the laws of the State of California in force at the time any need for the interpretation of this Agreement or any decision or holding concerning this Agreement arises.

6.08 **BINDING EFFECT:** This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but nothing in this section shall be construed as a consent by **DISTRICT** to any assignment of this Agreement or any interest in this Agreement.

6.09 **SEVERABILITY:** Should any provision of this Agreement be held by a court of competent jurisdiction or by a legislative or rule making act to be either invalid, void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, unimpaired by the holding, legislation or rule.

6.10 **INCORPORATION OF PROPOSAL:** It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

6.11 **PLANS AND SPECIFICATIONS:** If a discrepancy in terms between the specifications and/or plans exists, the most stringent will be controlling, unless the District Engineer approves in writing the Contractor's request to follow the less stringent term or terms.

6.12 **DUE AUTHORITY:** The parties hereby represent that the individuals executing this Agreement are expressly authorized to do so on and in behalf of the parties.

6.13 **CONSTRUCTION:** The parties agree that each has had an opportunity to have their counsel review this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto. The captions of the sections are for convenience and reference only and are not intended to be construed to define or limit the provisions to which they relate.

6.14 **AMENDMENTS:** Amendments to this Agreement shall be in writing and shall be made only with the mutual written consent of all of the parties to this Agreement.

Executed on _____, 2022, at Aromas, California.

CONTRACTOR

AROMAS WATER DISTRICT

By: _____

By: _____

Robert Johnson, General Manager

ATTEST:

By: _____

MARSHALL WELL PROJECT EXHIBITS

EXHIBIT A

SCOPE OF WORK

Task 1 – Project Management, Quality Assurance/Quality Control, and Meetings

This task includes project management, quality assurance/quality control (QA/QC), and meetings associated with the Project.

Subtask 1.1 – Project Management

The Project Manager will provide ongoing coordination of the project team including the District and the internal project team. Paul will monitor the budget and serve as the main point of contact with the District. The MNS technical lead will support project management activities. Regular phone calls and e-mail updates will be sent from the Project Manager to the District's Project Manager to keep coordination open and up to date. The Project Manager will coordinate with the internal project team, subconsultants, the District, and the District's hydrogeologist. The Project Manager will submit monthly invoices with all supporting documentation in a format acceptable to District.

The Project Manager is responsible for ensuring all deliverable deadlines are met, all internal quality control reviews are completed, and the final products meet the expectations of District.

Subtask 1.2 – Quality Assurance/Quality Control

In accordance with MNS company policy, all deliverables, calculations, recommendations, and other documentation will be reviewed by an experienced engineer, not otherwise associated with the Project, prior to submittal to District. Documents will be reviewed to ensure technical excellence, the goals and expectations of District are being met, and conformance with applicable design checklists and standards. For this project, all deliverables and other items requiring quality control reviews will be reviewed by Tyler Hunt, PE.

Subtask 1.3 – Meetings

Over the course of the Project, MNS will facilitate, and lead meetings and conference calls as required to move the Project forward and ensure District is informed and in concurrence with the progress of the Project. MNS will develop a meeting agenda and will submit meeting minutes for the Project Kick-off Meeting to the District within five business days. We anticipate two formal meetings, which will occur virtually:

- Project Kick-off Meeting and Site Visit
- Draft PER Review Meeting (virtual)

The MNS Project Manager and the Technical Lead will attend each meeting. A site visit by our electrical engineering subconsultant, Fehr Engineering, will be required during advancement of the work.

Additional coordination calls will be completed throughout advancement of the work to maintain open lines of communication. We have budgeted for 10 additional coordination calls during project advancement.

Task 2 – Topographic and Boundary Survey

MNS survey staff will complete topographic and boundary surveys of the District’s parcel and adjacent parcel.

Subtask 2.1 – Marshall Well Topographic and Boundary Survey

MNS will perform ground surveying and mapping for the Marshall Well site. Ground surveying will include the District owned parcels known as APN 011-090-011 & 014 (approximately 0.83 acres). The mapping will be tied to the NAD83 and NAVD88 datum. The scope of work to include the following items:

- Hardscape, structures, walls, fences, trees (6” in diam. and above)
- Observable utilities

MNS will prepare a topographic base map in AutoCAD at a scale of 1”=10’ with 1’ contour intervals. A record boundary will be prepared based on a best fit of field located monuments. Efforts will need to be made to extend boundary research beyond the Project area as there are few maps of record within the Project limits. A preliminary title report for the district parcels will be acquired and any easements/encumbrances of record will be identified on the base map. This scope of work includes a \$1500 cost estimate for acquiring a title report. This does not include the cost of county recorder fees for document research, if required.

Subtask 2.2 – Solar Field Topographic Survey

MNS will perform ground surveying and mapping for the solar array site located in Aromas. Ground surveying will include the easterly 200’ of the adjacent parcel known as APN 011-090-015 (approximately 1.00 acre). The base map will be updated to include any above ground features and elevations within the solar array site.

Task 3 – Geotechnical Investigation

MNS subconsultant, Pacific Crest Engineering (PCE), will provide geotechnical engineering support for the Project. A detailed scope of services to be provided by PCE is included as an attachment to this proposal. MNS will coordinate and review PCE’s work.

Task 4 – Draft and Final Preliminary Engineering Report

MNS will prepare a draft and a final PER to develop and document the design for the Project. The PER will develop a design for the Project, sufficiently detailed to provide an opinion of probable cost of construction and anticipated total project costs.

Based on the needs of the Project, the PER is expected to include the following sections.

1. Executive Summary
2. Project Overview
3. Background Information
 - a. Project Justification
 - b. Water System Boundaries
 - c. Existing System Descriptions
 - d. Prior Investigations

4. Design Criteria
 - a. Test Well Siting and Design
 - b. Well Siting and Design
 - c. Water Treatment
 - d. Pipe Sizing, Alignment, and Connections
 - e. Hydraulic Analysis and Pump Selection
 - f. Workshop Design
 - g. Site Design
 - h. Solar Array
 - i. Regulatory Requirements
5. Permitting Evaluation
6. Recommended Project Description
7. Project Implementation Schedule
8. Project Implementation Cost Opinion

Following submission of the draft PER to the District, and receipt of all comments, MNS will revise the PER to Final. The Final PER will be stamped and signed by a Professional Civil Engineer, Registered in California.

Task 5 – Environmental Compliance

CONSULTANT'S subconsultant, Rincon Consultants (Rincon), will provide environmental compliance support, including compliance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). A detailed scope of services to be provided by Rincon is provided as an attachment to this proposal. MNS will coordinate and review Rincon's work.

Environmental compliance work will initiate following receipt of comments from the District on the draft PER.

Assumptions

CONSULTANT has included the following assumptions in preparation of this scope of work:

- The design of the workshop will be as provided by the District. No architectural or structural engineering services are included in this proposal.
- The preliminary design of the test well and production well, as well as associated opinions of probable cost of construction will be provided by the District's hydrogeological consultant.
- An Initial Study and Mitigated Negative Declaration is the appropriate level of environmental document.

MARSHALL WELL PROJECT EXHIBITS
EXHIBIT B

SCHEDULE AND COSTS

CONTRACTOR is prepared to meet or exceed the schedule provided in the following table, assuming a Notice to Proceed date of December 24, 2021.

Milestone	Date
Project Kick-off Meeting and Site Visit	December 29, 2021
Topographic and boundary Survey	8 Weeks from Authorization
Geotechnical Study	12 Weeks from Authorization
Draft PER Submittal	March 31, 2022
District Review	2 Weeks
Final Design Submittal	April 29, 2022
Draft Environmental Documents	June 10, 2022
Final Environmental Documents	August 12, 2022

CONTRACTOR proposes to perform the services described herein for a not-to-exceed fee estimate of **\$194,077**. A breakdown by task is provided in the following table. A detailed fee proposal spreadsheet is provided as an attachment. All fees are in accordance with the fee schedule included in the MNS On-Call Engineering Contract.

Task	Fee
Task 1 – Project Management, QA/QC, and Meetings	\$22,060
Task 2 – Topographic and Boundary Survey	\$15,775
Task 3 – Geotechnical Investigation	\$17,985
Task 4 – Draft and Final Preliminary Engineering Report	\$47,630
Task 5 – Environmental Compliance	\$90,627
Total	\$194,077

A more detailed cost breakdown follows:

CONTRACT

FOR

MARSHALL WELL DRILLING PROJECT



General Conditions

This Agreement will become effective on the date of execution set forth below and will continue in effect until terminated as provided herein. The form of contract for this Project is attached hereto for contractor's information and reference.

The Management Division of the Aromas Water District (District) shall be the representative for all purposes under this Agreement. The District's General Manager, or designated representative, hereby is designated as the Contract Manager for the District. They shall supervise the progress and execution of this Agreement.

All work shall be in conformance to local, State and Federal laws and regulations.

If applicable, the work is subject to State of California Prevailing Wages and Contractor and all subcontractors shall pay workers no less than the amounts specified by the Department of Industrial Relations for appropriate labor classifications.

No subcontractor will be recognized as such, and all persons engaged in the work of construction will be considered as employees of Contractor.

Prior to commencement of work tasks, the Contractor shall have a documented, in place, safety program which meets all CAL-OSHA/FED-OSHA regulations.

Contractor shall:

- a. Procure all permits and licenses, pay all charges and fees, and give all notices which may be necessary and incidental to the work and lawful prosecution of the services to be performed by the Contractor under this Agreement;
- b. Keep itself fully informed of all existing federal, state and local laws, ordinances, regulations, orders, and decrees which may affect those engaged or employed under this Agreement, any materials used in Contractor's performance under this Agreement, or the conduct of the services under this Agreement;
- c. At all times observe and comply with, and cause all of its employees to observe and comply with, all of said laws, ordinances, regulations, orders, and decrees mentioned above;
- d. Immediately report to the District's Contract Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders, and decrees mentioned above in relation to any plans, drawings, specifications, or provisions of this Agreement.

Insurance: The Contractor shall obtain and possess insurance coverage as specified herein and as approved by the Engineer. Liability insurance shall conform to the provisions of Section 7-1.12 "Responsibility for Damage" of the Standard Specifications and these General Conditions and Special Provisions.

4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of section 2782 of the Civil Code.

The Course of Construction policy shall contain the following provisions:

1. The District shall be named as loss payee.
2. The insurer shall waive all rights of subrogation against the District.

All insurance required by this section shall be placed with insurers with a current A.M. Best's rating of no less than A: VII and shall be licensed to operate in the State of California.

Approved insurance forms are attached to the Special Provisions.

Contractor shall furnish the District with original certificates and amendatory endorsements effecting coverage required by this section. The endorsements should be on forms provided by the District or on other than the District's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by the District before work commences. The District reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

Maintenance Bonding: Contractor shall furnish an approved Surety Company Bond equal to ten percent (10%) of the total amount of the Contract that shall hold good for a period of one year after the date of the filing of the Notice of Completion with the County Clerk. Said Bond shall protect the District against the result of faulty material or workmanship during that time. Recordation of the Notice of Completion shall not be deemed an acceptance of latent defects, nor shall it constitute a waiver of any of the provisions of this Contract.

The form for the Maintenance Bond and all other Bonds required by the Contract are attached to the Special Provisions.

Beginning the Work and Time of Completion: The Contractor shall complete work within thirty (30) working days after receiving the Notice to Proceed verifying that the contract has been approved by District. Failure to diligently prosecute the Project may result in assessment of Liquidated Damages or termination of Contractor's control over the work and taking over the work by the District.

Liquidated Damages: It is agreed by the parties to the contract that, in case all work called for under the contract is not completed before or upon the expiration of the time limit set forth in these General Conditions, damage will be sustained by the District, and that it is and will be impracticable to determine the actual damage which the District will sustain by reason of such delay; and, it is therefore agreed that Contractor will pay to the District the sum of Five Hundred Dollars (\$500.00) for each and every calendar day delay beyond the expiration of said time limit. Contractor agrees to pay such Liquidated Damages as herein provided, and in case the same are not paid, agrees that the District may deduct the amount thereof from any moneys due or that may become due Contractor under the contract.

Special Provisions

Safety: All work shall be performed in accordance with the requirements of the State of California Division of Industrial Safety. The Contractor shall conform to the permit requirements of the Division of Industrial Safety and shall obtain a trenching permit directly from said State Office prior to such activity.

The Contractor's attention is directed to the provisions of Section 6705 of the Labor Code concerning trench excavation safety plans. (Note: Contractors are hereby advised that the independent monitoring regulations of OSHA, as enforced by CAL OSHA officers, are to be complied with at all times).

Effluent Discharge: Contractor shall treat fluids before disposal (neutralize, dechlorinate, etc.). Fluids must be neutralized to a pH of approximately 7 before disposal. Dechlorinate fluids using sodium thiosulfate or similar method.

**AROMAS WATER DISTRICT
CONTRACT FOR
MARSHALL WELL DRILLING PROJECT**

This Agreement is made upon the date of execution, as set forth below, by and between,

Insert Contractor name and address

(hereinafter referred to as "**CONTRACTOR**"), and the **AROMAS WATER DISTRICT** (hereinafter referred to as "**DISTRICT**").

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1.00 GENERAL PROVISIONS

1.01 WORK TO BE PERFORMED BY CONTRACTOR: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by, **DISTRICT** and under the conditions expressed in the three bonds, bearing even date with these presents, and hereunto annexed, the **CONTRACTOR** agrees to do all the work and to furnish all the materials, except such as are mentioned in the specifications to be furnished by **DISTRICT**, necessary to construct and complete in a good, workmanlike and substantial manner and to the satisfaction of the **DISTRICT**, this project in accordance with the Proposal, the General Conditions and Special Provisions and the general prevailing wage rates as determined by the Director of Industrial Relations of the State of California; which said General Conditions, Special Provisions, Standard Specifications, Standard Plans and General Prevailing Wage Rates are hereby specially referred to and by such reference made a part hereof. The work to be done is shown upon plans and in specifications entitled:

MARSHALL WELL DRILLING PROJECT

which said plans and specifications are hereby made a part of this contract.

1.02 COMPENSATION: CONTRACTOR agrees to receive and accept the following prices as full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement; also for all loss or damage, arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the said party of the first part and for all risks of every description connected with the work; also for all expenses incurred by or in consequence of the suspension or discontinuance of work and for well and faithfully completing the work, and the whole thereof, and in the manner and according to the plans and specifications, and the requirements of the District.

Owner shall pay contractor for completion of the work in accordance with the contract documents amounts that follow, subject to adjustment under the contract, with prices stated for materials and labor provided by CONTRACTOR, attached hereto as an exhibit. **CONTRACTOR** guarantees that maximum amount payable by the **DISTRICT** for the sum of the cost of the work, including full compensation for furnishing all materials and for doing all the work contemplated and embraced in this agreement, plus the contractor's fee will not exceed **\$331,000** (three hundred thirty-one thousand dollars; the "Guaranteed Maximum Price"), subject to increases or decreases for changes in the work.

2.00 OBLIGATIONS OF CONTRACTOR

2.01 LAWS TO BE OBSERVED. CONTRACTOR shall:

a. Procure all permits and licenses, pay all charges and fees, and give all notices which may be necessary and incidental to the due and lawful prosecution of the services to be performed by **CONTRACTOR** under this Agreement;

b. Keep itself fully informed of all existing federal, state and local laws, ordinances, regulations, orders, and decrees which may affect those engaged or employed under this Agreement, any materials used in **CONTRACTOR's** performance under this Agreement, or the conduct of the services under this Agreement;

c. At all times observe and comply with, and cause all of its employees to observe and comply with all of said laws, ordinances, regulations, orders, and decrees mentioned above;

d. Immediately report to the **DISTRICT** Contract Manager in writing any discrepancy or inconsistency it discovers in said laws, ordinances, regulations, orders, and decrees mentioned above in relation to any plans, drawings, specifications, or provisions of this Agreement.

2.02 WORKERS COMPENSATION AND OTHER EMPLOYEE BENEFITS: DISTRICT and CONTRACTOR intend and agree that **CONTRACTOR** is an independent contractor of **DISTRICT** and agree that **CONTRACTOR** and **CONTRACTOR's** employees and agents have no right to Workers Compensation and other employee benefits from the **DISTRICT**. **CONTRACTOR** agrees to provide Workers Compensation and other employee benefits, where required by law, for **CONTRACTOR's** employees and agents. **CONTRACTOR** agrees to hold harmless, defend and indemnify **DISTRICT**, from any and all claims for injury, disability, or death of **CONTRACTOR** and **CONTRACTOR's** employees or agents. **CONTRACTOR** certifies that it is aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that code, and agrees to comply with such provisions before commencing the performance of the work of this contract. The statement of prevailing wages hereunto annexed is hereby specifically referred to and by this reference is made a part of this contract.

2.03 INDEMNIFICATION: CONTRACTOR shall defend, indemnify, and save harmless **DISTRICT**, their elected officials, officers, agents and employees from any and all claims, demands, damages, costs, expenses, judgments or liability arising directly or indirectly out of this Agreement, or attempted performance of the provisions hereof, including, but not limited to those predicted upon theories of violation of statute, ordinance, or regulation, professional malpractice, negligence, or recklessness including negligent or reckless operation of motor

vehicles or other equipment, furnishing of defective or dangerous products or completed operations, premises liability, liability arising from trespass or inverse condemnation, violation of civil rights and also including any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board with respect to **CONTRACTOR's** "independent contractor" status that would establish a liability for failure to make social security and income tax withholding payments, or any act or omission to act, whether or not it be willful, intentional or actively or passively negligent on the part of **CONTRACTOR** or its agents, employees or other independent **contractors** directly responsible to **CONTRACTOR**, providing further that the foregoing shall apply to any act or omissions to act, committed jointly or concurrently by **CONTRACTOR** or **CONTRACTOR's** agents, employees or other independent **contractors** and the **DISTRICT**, its agents, employees or independent **CONTRACTORS**, provided further as follows:

a. That **DISTRICT** does not, and shall not, waive any rights against **CONTRACTOR** which it may have by reason of the aforesaid hold-harmless agreement, because of the acceptance by **DISTRICT**, or the deposit with **DISTRICT** by **CONTRACTOR**, of any of the insurance policies hereinafter described.

b. That the aforesaid hold-harmless agreement by **CONTRACTOR** shall apply to all damages and claims for damages of every kind suffered by reason of any of the aforesaid operations of **CONTRACTOR** or any agent or employee of **CONTRACTOR** regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

c. Nothing contained in the foregoing indemnity provision shall be construed to require indemnification for claims, demands, damages, costs, expenses or judgments resulting from the proven sole active negligence or proven willful misconduct of the **DISTRICT**.

2.04 **INSURANCE**: **CONTRACTOR** shall not commence work under this Agreement until it has obtained all insurance required pursuant to the General Conditions set forth in the Invitation to Bid and such insurance shall have been approved by **DISTRICT** as to form, amount and carrier.

3.00 TIME FOR COMPLETION OF THE WORK

The scope of work set forth in this agreement shall be completed within thirty (30) working days from the Contractor's receipt of the Project's Notice to Proceed. Time is of the Essence. Time extensions may be allowed for delays caused by **DISTRICT**, other governmental agencies, or factors not directly brought about by the negligence or lack of due care on the part of the **CONTRACTOR**. Liquidated Damages may be assessed for delays caused by the **CONTRACTOR** as set forth in the general conditions.

4.00 INSPECTION

CONTRACTOR shall furnish **DISTRICT** with every reasonable opportunity for **DISTRICT** to ascertain that the work of **CONTRACTOR** is being performed in accordance with the requirements and intentions of this Agreement and the Specifications. All work done and all materials furnished, if any, shall be subject to the **DISTRICT** inspection and approval. The inspection of such work shall not relieve **CONTRACTOR** of any of its obligations to fulfill its Agreement as prescribed.

5.00 OWNERSHIP OF MATERIALS

All original drawings, videotapes and other materials prepared by or in possession of **CONTRACTOR** pursuant to this Agreement shall become the permanent property of the **DISTRICT** and shall be delivered to the **DISTRICT** upon demand. All such documents, plans and specifications prepared under this Agreement shall become the property of the **DISTRICT** upon completion of the work and payment of monies earned and due to the **CONTRACTOR**.

6.00 MISCELLANEOUS

6.01 **REMEDIES**: The remedies set forth in this Agreement shall not be exclusive but shall be cumulative with, and in addition to, all remedies now or hereafter allowed by law or equity.

6.02 **NO WAIVER**: The waiver of any breach by any party of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of this Agreement.

6.03 **ASSIGNMENT**: This Agreement is specifically not assignable by **CONTRACTOR** to any person or entity. Any assignment or attempt to assign by **CONTRACTOR**, whether it be voluntary or involuntary, by operation of law or otherwise, is void and is a material breach of this Agreement giving rise to a right to terminate as set forth in the Cal Trans Specifications.

6.04 **ATTORNEY FEES**: In the event of any controversy, claim or dispute between the parties hereto, arising out of or relating to this Agreement, or the breach thereof, the prevailing party shall be entitled, in addition to other such relief as may be granted, to a reasonable sum as and for attorney fees.

6.05 **TIME FOR PERFORMANCE**: Except as otherwise expressly provided for in this Agreement, should the performance of any act required by this Agreement to be performed by either party be prevented or delayed by reason of any act of God, strike, lockout, labor trouble, inability to secure materials, or any other cause except financial inability not the fault of the party required to perform the act, the time for performance of the act will be extended for a period of time equivalent to the period of delay and performance of the act during the period of delay will be excused; provided, however, that nothing contained in this section shall exclude the prompt payment by either party as required by this Agreement or the performance of any act rendered difficult or impossible solely because of the financial condition of the party required to perform the act.

6.06 **NOTICES**: Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to any party to this Agreement shall be in writing and shall be deemed duly served and given when personally delivered or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid to the following address for each respective party:

DISTRICT

Robert Johnson, General Manager
Aromas Water District
PO Box 388
388 Blohm Avenue
Aromas, CA 95004

CONTRACTOR

6.07 **GOVERNING LAW:** This Agreement and all matters relating to this Agreement shall be governed by the laws of the State of California in force at the time any need for the interpretation of this Agreement or any decision or holding concerning this Agreement arises.

6.08 **BINDING EFFECT:** This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, but nothing in this section shall be construed as a consent by **DISTRICT** to any assignment of this Agreement or any interest in this Agreement.

6.09 **SEVERABILITY:** Should any provision of this Agreement be held by a court of competent jurisdiction or by a legislative or rule making act to be either invalid, void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect, unimpaired by the holding, legislation or rule.

6.10 **INCORPORATION OF PROPOSAL:** It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the proposal of said Contractor, then this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

6.11 **PLANS AND SPECIFICATIONS:** If a discrepancy in terms between the specifications and/or plans exists, the most stringent will be controlling, unless the District Engineer approves in writing the Contractor's request to follow the less stringent term or terms.

6.12 **DUE AUTHORITY:** The parties hereby represent that the individuals executing this Agreement are expressly authorized to do so on and in behalf of the parties.

6.13 **CONSTRUCTION:** The parties agree that each has had an opportunity to have their counsel review this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto. The captions of the sections are for convenience and reference only and are not intended to be construed to define or limit the provisions to which they relate.

6.14 **AMENDMENTS:** Amendments to this Agreement shall be in writing and shall be made only with the mutual written consent of all of the parties to this Agreement.

Executed on _____, 2022, at Aromas, California.

CONTRACTOR

AROMAS WATER DISTRICT

By: _____

By: _____

Robert Johnson, General Manager

ATTEST:

By: _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Aromas Water District hereinafter designated as "District" has awarded

Insert Contractor name and address

hereinafter designated as "Principal", a contract for **MARSHALL WELL DRILLING PROJECT**; and

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract;

NOW, THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the Aromas Water District, (hereinafter called "District"), in the penal sum of \$_____, lawful money of the United States, for the payment of which sum well and truly be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally firmly by these presents.

The condition of this obligation is such that if the above bounden Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless District, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force, virtue, and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or additions to the terms of the contract or to the work or to the specifications.

In the event suit is brought upon this bond by District and judgment is recovered, Surety shall pay all costs incurred by District in such suit, including a reasonable attorney's fee to be fixed by the Court.

Death of the Principal shall not relieve Surety of its obligations hereunder.

IN WITNESS WHEREOF, three identical counterparts of this instrument, each of which for all purposes be deemed an original thereof, have been duly executed by Principal and Surety above named, on the

_____ day of _____, 2020.

_____ (Seal)

_____ (Seal)

_____ (Seal)

_____ (Seal)

Principal Surety

Address

NOTE: Signatures of those executing for Surety must be properly acknowledged.

LABOR AND MATERIALS PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Aromas Water District hereinafter designated as "District" has awarded to **Contractor, address** hereinafter designated as "Principal", have entered into an agreement for the furnishing of all materials, labor, services, and transportation, necessary, convenient, and proper to construct **MARSHALL WELL DRILLING PROJECT** which said Agreement dated _____, 2020, and all of the Contract Documents attached to or forming a part of said Agreement, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law, the principal is required before entering upon the performance of the Work, to file a good and sufficient bond with the body by whom the contract is awarded, to secure claims to which reference is made in Sections 3247 and 3252, inclusive, of the Civil Code of California, and Sections 3181, 3110, 3111, and 3112 of the Civil Code of California.

NOW, THEREFORE, said Principal and the undersigned _____ as corporate surety, are held and firmly bound unto the Aromas Water District, and unto all laborers, materialmen and other persons referred to in said statutes in the sum of \$ _____, lawful money of the United States for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally by these presents.

The condition of this obligation is such that if the said Principal, his or its heirs, executors, administrators, successors or assigns, or sub-contractors, shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Principal and his sub-contractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said Surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force, virtue, and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said contract or to the Work to be performed thereunder of the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

Death of the Principal shall not relieve Surety of its obligations hereunder.

IN WITNESS WHEREOF three identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the

_____ day of _____, 2022.

_____ (Seal)

_____ (Seal)

Principal Surety

Address

NOTE: Signatures of those executing for Surety must be properly acknowledged.

MAINTENANCE BOND

Bond No.: _____

KNOW ALL MEN BY THESE PRESENTS:

That _____

Insert Contractor name and address

as Principal, and _____ a corporation organized under the laws of the state of _____ and authorized to do a surety business in the State of California, as Surety, are held and firmly bound unto the Aromas Water District in the sum of \$ _____ lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

SEALED with our seals and dated this ____ day of _____, 2020.

WHEREAS, on the ____ day of _____, 2020 the said Principal, as Contractor, entered into a contract for **MARSHALL WELL DRILLING PROJECT** for the total bid price of not to exceed \$ _____ ; and

WHEREAS, under the terms of the specifications for said work the said Principal is required to give a bond for ten percent (10%) of the contract amount to protect the Aromas Water District against the result of faulty materials and/or workmanship for a period of one year from and after the date of the filing of the Notice of Completion.

NOW, THEREFORE, if the said Principal shall for a period of one year from and after the date of filing of the Notice of Completion by the Aromas Water District replace any and all defects arising in said work whether arising from defective materials or defective workmanship then the above obligation to be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this ____ day of _____, 2020.

_____(Seal)

_____(Seal)

_____(Seal) _____(Seal)

Principal Surety

NOTE: Signatures of those executing for Surety must be properly acknowledged.

MARSHALL WELL DRILLING PROJECT EXHIBITS

EXHIBIT A

SCOPE OF WORK

The Scope of Work outlined below includes the tasks required to investigate the Marshall site, design a test well, install and test the test well, and provide a project summary report with municipal well design recommendations. The proposed work plan detailed below was developed based on our understanding of the information provided by and conversations with the District needs and our experience with projects of similar size and scope.

The Scope of Work is outlined in the following tasks:

- Task 1 – Project Coordination, Meetings, and Administration
- Task 2 – Hydrogeologic Investigation and Well Site Evaluation
- Task 3 – Comprehensive Site Investigation

Task 1 – Project Coordination, Meetings, and Administration

Task 1.1 – Kickoff and Information Request

CONTRACTOR's work on the project will begin with a kickoff meeting with District staff and key CONTRACTOR team members to discuss the various aspects of the project. Items such as contact information, chain of command, the Districts' project expectations, respective roles and responsibilities, schedule, design preferences and parameters, and site constraints shall be discussed at the kick-off meeting. Following the meeting, CONTRACTOR will provide the District with meeting minutes and if needed additional background information.

Task 1.2 - Project Coordination, Meetings, and Administration

Key CONTRACTOR team members will attend regular design meetings with the District staff and consultant to discuss various aspects of the project. For each meeting, CONTRACTOR will prepare and distribute meeting agendas, minutes, and action item summaries. CONTRACTOR assumes there will be three meetings throughout the life of the project. CONTRACTOR will also provide frequent updates via email or telephone throughout the project as needed. This task also provides for project management and administrative activities such as: (a) Contractual Arrangements, (b) Ongoing Examination Regarding Adherence to The Scope, Budget, and Schedule, (c) Coordination of Staff Resources (d) Internal Review of Work Products, (e) Management of Subcontractors, (f) Billing Review, and (g) Scoping and Budgeting.

Task 2 - Well Siting Evaluation

The goals of Task 2 are:

- Refine the conceptual hydrogeologic understanding of the project area and to further characterize the hydrogeologic conditions at the well site
- Conduct an environmental review of the well site to identify any real or potential sources of contamination that may impact siting a future water supply well
- Evaluate the site for new well and facilities constructability, operations, and maintenance

Task 2.1 Hydrogeologic Investigation

Included in Mr. Feeney's 2016 TM was a hydrogeologic literature review of the project area and an inventory of deep, high-capacity wells in the vicinity of the Marshall site. This information was used to characterize the hydrogeologic conditions in the area to develop initial recommendations for investigation of the Marshall site. CONTRACTOR will investigate if any new information is available regarding hydrogeologic conditions (lithology, well yield, water quality) in the area of the Marshall site that could be used to refine the current hydrogeologic understanding of the project area and inform the investigation phase of the project.

CONTRACTOR will investigate potential sources of groundwater contamination at and in the vicinity of the well site. CONTRACTOR will evaluate available information on possible sources of contamination and use this information and other references to address source water protection as required by the Drinking Water Source Assessment and Protection (DWSAP) program.

Information on contaminate sources (real or potential), if identified, will be used to exclude the site from consideration for a new well, to design well features to mitigate the potential for contamination, or explore treatment options. CONTRACTOR will review information from the following sources:

- Geo Tracker
- California Department of Toxic Substance Control (DTSC)
- Environmental Data Resources, Inc. (EDR)

Task 2.2 Well Siting Evaluation

CONTRACTOR will evaluate the well site for new well and facilities constructability, operations, and maintenance. The purpose of the well siting evaluation is to determine where on the site a new well could be located that will meet State Water Resources Control Board, Department of Drinking Water (DDW) required minimum setbacks from sanitary and other features. CONTRACTOR will recommend a location(s) for the test well considering the location of the existing well and the potential location(s) of a future production well. Specific items to be assessed will include:

- Site Size
- Site Access
- Minimum setback distances from sanitary features per DDW regulations
- Land Use – Site and Vicinity
- Seasonal Ground Conditions
- Location Relative to Distribution System
- Location Relative to Utilities
- Equipment Layout
- Water Supply for Drilling
- Fluids Disposal
- Cuttings Storage and Disposal
- Neighbors
- Need for Sound Attenuation
- Safety/Security
- Real or Potential Surface Contamination

Task 3 –Site Investigation

Task 3 includes include the work to characterize subsurface materials, identify potential aquifer units, design and construct a test well, perform pumping tests, and to collect water samples for analysis.

Task 3.1 Test Hole and Test Well Evaluation

Task 3.1 will include test hole drilling and test well installation and testing. A test hole will be drilled to collect lithologic samples for analysis and to conduct down hole geophysical surveys that will be used to design the test well. The preliminary test hole depth will be 1,000 feet bgs based on Feeney’s 2016 TM. CONTRACTOR will recommend a well design that targets water bearing zones below 300 feet bgs.

CONTRACTOR will provide subcontracted test hole drilling, well construction, and testing services from a licensed drilling contractor and will oversee the work to ensure that it is performed in accordance with our stringent specifications and high expectations.

CONTRACTOR will provide project oversight and documentation and sampling services during the drilling process including a drilling log, geological samples at a minimum of 10-foot intervals, geophysical (electric) logs, and sieve (grain size) analysis. Based on the results of the test hole drilling, CONTRACTOR will prepare and submit a preliminary test well design to the District for review, discussion, and approval. The well design will delineate the depth and length of screen intervals opposite target zones and the depth and length of intermediate bentonite seals and sanitary seal to isolate each screen interval and non-targeted intervals from one another.

The test well will be developed using airlift and pump and surge techniques until the water produce is sand free and has a turbidity of less than 5 NTU’s. Each isolated screen zone will be pump tested using a submersible pump. Static water level, pumping water level, flowrate, and water quality field parameters will be collected during each test. Near the end of each pump test, CONTRACTOR will collect water samples for general physical, general mineral, drinking water metals, and inorganic analysis as well as 1,2,3, TCP and hexavalent chromium. Samples will be submitted to a state certified laboratory for analysis.

If the results of the test hole investigation are not favorable for the construction of a municipal supply well, and after discussions with the District, the test hole will be abandoned in compliance with all Federal, State and local standards.

Task 3.2 Investigation Summary and Preliminary Well Design

CONTRACTOR will prepare and deliver to the District an Investigation Summary and Preliminary Well Design report that will summarize the findings of the site assessment and site characterization work performed as part of Tasks 3.1. The report will include:

- A summary of all field activities associated with test hole drilling, test well construction, development, testing, and water quality testing
- A lithologic log based upon interpretation of collected lithologic samples and geophysical logs
- Geophysical logs
- Grain size distribution charts of selected formation samples
- Test well as-built diagram
- Daily inspection sheets
- A summary of water quality results and analytical reports

- Copies of all project permits
- Copy of Well Completion Report

CONTRACTOR will prepare a preliminary production well design based on data gathered during test hole evaluation and test well testing. The principal design elements to achieve a hydraulically efficient and sand-free well include:

- Borehole and casing depths and diameters
- Casing material type(s)
- Screen placements
- Screen type and material
- Casing and screen wall thickness
- Gravel pack gradation
- Screen slot size
- Seal depths
- Accessory pipe depth, material, and diameter

The report will include a drafted preliminary well design profile and conceptual site layout. The design elements of the well design and yield estimation will be discussed in the report. An engineer's estimate for the construction and testing of the well will be included in the report. CONTRACTOR will meet with the District to discuss the results and findings of the test hole/test well investigation and new well design recommendations. CONTRACTOR will incorporate the Districts' design comments into the final well design. CONTRACTOR will also recommend next steps in the process of moving forward with the permitting, bidding, construction, and testing of a new municipal supply well.

MARSHALL WELL DRILLING PROJECT EXHIBITS EXHIBIT B

SCHEDULE AND COSTS

CONTRACTOR is prepared to begin work on this project immediately. Prior to preparing this proposal, CONTRACTOR team members reviewed current workloads and current project schedules and confidently concluded that CONTRACTOR can manage, staff, and complete the project in timely and efficient manner. The project schedule below shows the relative duration of each project tasks and task sequencing. The project schedule will be refined after the kick-off meeting with the District. CONTRACTOR will update the project schedule monthly to reflect the actual project progress and to identify any issues that are or could potentially impact the project schedule and measures to mitigate project delays.

Project Schedule	Months					
	1	2	3	4	5	6
Notice to Proceed						
Task 1 Project Coordination, Meetings, and Administration						
Task 1.1 Kickoff and Information Request						
Task 1.2 Project Coordination, Meetings, and Administration						
Task 2 Well Siting Evaluation						
Task 2.1 Hydrogeologic Investigation						
Task 2.2 Well Siting Evaluation						
Task 3 Site Investigation						
Task 3.1 Test Hole and Test Well Evaluation*						
Task 3.2 Investigation Summary and Preliminary Well Design						

*Actual site investigation is anticipated to be completed in one month. Additional time included in Task 3.1 to accommodate driller availability and mobilization.

COSTS

For cost estimation purposes, CONTRACTOR assumed the following

- 1,000-foot test hole
- 900-foot test well with up to 5, 20-foot screen sections each separated with bentonite seals
- 300-foot sanitary seal extending from ground surface to a depth of 300 feet
- Test well constructed of 6-inch diameter blank steel well casing and slotted screen
- 4-hour pump test for each isolated screen zone
- Full containment and offsite disposal of all drill cuttings and drilling fluids
- Development and testing waters can be disposed of at or near the site
- CONTRACTOR to provide subcontracted drilling and well construction services
- CONTRACTOR to submit and pay for all water quality testing

- Water quality analysis to include general mineral, general physical, drinking water metal, inorganics, 1,2,3, TCP, and hexavalent chromium
- Prevailing wage rates will be paid as applicable and as required by the California Department of Industrial Relations

The estimated budget to complete the Scope of Work described above is based on our current understanding of the project and the effort that would be reasonably expected for a project of this size and scope.

The attached cost estimate worksheet details the number of hours each job classification is anticipated apply to each task as outlined in the above Work Plan. Hours and cost for each task are tabulated to show number of total hours per job classification and total cost for each task. Estimated costs for subcontractors are included in their relevant task. CONTRACTOR's direct costs (mileage, misc. supplies, per diem) are estimated for each relevant task.

CONTRACTOR proposes to perform the work described in this proposal for a sum of \$331,000. The proposed project budget includes CONTRACTOR's labor under each task as delineated in this proposal and subcontractor and service providers costs. CONTRACTOR will bill monthly for labor and materials, only as incurred, in accordance with CONTRACTOR's 2021-2022 Schedule of Fees for Engineering and Field Services (attached).

In the event that the District directs CONTRACTOR to deviate from the proposed scope of work, or as dictated by unforeseen conditions, CONTRACTOR will provide notification of any potential changes in the estimated cost to complete the work. CONTRACTOR will not proceed with any work that deviates from the approved scope and budget until approval to proceed is granted by the District.

The expanded cost estimate worksheet follows:

Task	Description	Principal Professional	Supervising Professional	Project Professional	Staff Professional	Staff Professional Wage	AutoCAD	Clerical	Drilling Contractor	Water Quality	Direct Expenses	Summary
Task 1 - Project Coordination, Meetings, and Administration												
Task 1.1 - Kickoff and Information Request	Task Hours	8	0	8	8							16
	Task Cost	\$1,840	\$0	\$1,400	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,240
	Direct Expenses											\$0
	Sub Total	\$1,840	\$0	\$1,400	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,240
Task 1.2 - Project Coordination, Meetings, and Administration	Task Hours	16	0	10	10							26
	Task Cost	\$3,680	\$0	\$1,750	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,430
	Direct Expenses											\$0
	Sub Total	\$3,680	\$0	\$1,750	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,430
Total Task Cost Estimate												\$9,670
Task 2 - Well Siting Evaluation												
Task 2.1 - Hydrogeologic Investigation	Task Hours	6		8	8							22
	Task Cost	\$1,380	\$0	\$1,400	\$1,240	\$0	\$0	\$0	\$0	\$0	\$0	\$4,020
	Direct Expenses											\$0
	Sub Total	\$1,380	\$0	\$1,400	\$1,240	\$0	\$0	\$0	\$0	\$0	\$0	\$4,020
Task 2.2 - Well Siting Evaluation	Task Hours	4		10	8							26
	Task Cost	\$920	\$0	\$1,750	\$1,240	\$0	\$560	\$0	\$0	\$0	\$0	\$4,470
	Direct Expenses											\$0
	Sub Total	\$920	\$0	\$1,750	\$1,240	\$0	\$560	\$0	\$0	\$0	\$0	\$4,470
Total Task Cost Estimate												\$8,490
Task 3 - Site Investigation												
Task 3.1 Test Hole and Test Well Evaluation	Task Hours	16		40	20	180						256
	Task Cost	\$3,680	\$0	\$7,000	\$3,100	\$30,600	\$0	\$0	\$0	\$0	\$4,200	\$44,380
	Direct Expenses								\$254,000	\$4,500		\$258,500
	Sub Total	\$3,680	\$0	\$7,000	\$3,100	\$30,600	\$0	\$0	\$254,000	\$4,500	\$0	\$307,080
Task 3.2 - Investigation Summary and Preliminary Well Design	Task Hours	16		12	4		2	1				35
	Task Cost	\$3,680	\$0	\$2,100	\$620	\$0	\$280	\$90				\$6,770
	Direct Expenses											\$0
	Outside Services											\$0
	Sub Total	\$3,680	\$0	\$2,100	\$620	\$0	\$280	\$90				\$6,770
Total Task Cost Estimate												\$319,850
SUMMARY												
	Total LSCCE Hours	66	0	88	40	180	6	1				381
	Total LSCCE Cost	\$15,180	\$0	\$15,400	\$6,200	\$30,600	\$840	\$90	\$254,000	\$4,500	\$0	\$68,310
	Total Sub-consultant Cost								\$254,000	\$4,500	\$0	\$258,500
	Direct Expenses										\$4,200	\$4,200
Total Cost Estimate												\$331,010

Staff Report



To: Board of Directors

Re: Item X.B – Consider Adopting the Aromas Water District COVID-19 Prevention Plan, and providing direction to staff

Date: January 18, 2022

Summary / Discussion

The Aromas Water District (District) put together a COVID-19 Prevention Program (CPP) that is designed to control exposures to the SARS-CoV-2 COVID-19) virus that may occur in or at the District’s workplace and related facilities in February 2021. This CPP was approved by the full Board at the February 2021 Board of Director’s meeting.

As a reminder, Coronavirus disease 2019 (COVID-19) is a respiratory illness that can spread from person to person. The virus that causes COVID-19 is a novel coronavirus that was first identified during an investigation into an outbreak in Wuhan, China. Individuals affected with COVID-19 have a variety of symptoms identified by the CDC. Since the February plan approval, many changes to protocols and COVID variants have surfaced.

With this CPP, the District is working to protect an employee’s confidential medical information in compliance with the Americans with Disabilities Act (ADA) and the Health Insurance Portability and Accountability Act (HIPAA). Personal identifying information of COVID-19 cases or persons with COVID-19 symptoms shall be kept confidential. All COVID-19 testing, or related medical services provided by the District as part of this policy shall be provided in a manner that ensures the confidentiality of employees. Unredacted information on COVID-19 cases shall be provided to the local health department, CDPH, the Division, the National Institute for Occupational Safety and Health (NIOSH), or as otherwise required by law immediately upon request.

The current CPP addresses: 1) identification and evaluation of COVID-19 hazards, 2) correction and control of COVID-19 hazards, 3) training and instruction related to the COVID-19 virus, and 4) what to do if there is a COVID-19 case/outbreak at or in the District’s facilities. Forms were also developed to allow for recordkeeping and reporting if an incident does occur.

Based on recent changes to the CDC protocols, and an exposure at the District that resulted in an immediate 50% reduction in workforce, updates to the CPP are proposed for the Board to consider. These updates include the following: 1) referring to current (up to date) CDC guidelines for returning to work, 2) testing protocols related to vaccination status, and 3) coverage of sick leave for employees exposed to COVID on the job. See attached CPP with proposed addendum as page 7; also attached are the most recent CDC guidelines for returning to work.

Staff Recommendation

Review the Aromas Water District COVID-19 Prevention Plan, accept the updates and provide direction to staff.

Submitted by:

Robert Johnson
General Manager

COVID-19 Prevention Program for the AROMAS WATER DISTRICT

This COVID-19 Prevention Program (CPP) is designed to control exposures to the SARS-CoV-2 COVID-19) virus that may occur in the Aromas Water District (District) workplace and related facilities.

General Information

Coronavirus disease 2019 (COVID-19) is a respiratory illness that can spread from person to person. The virus that causes COVID-19 is a novel coronavirus that was first identified during an investigation into an outbreak in Wuhan, China. Individuals affected with COVID-19 have mild to severe respiratory illness with symptoms of fever, cough, shortness of breath, or other symptoms identified by the CDC or local public health official. The more closely a person interacts with others and the longer that interaction, the higher the risk of COVID-19 spread.

The District is committed to protecting employee's confidential medical information in compliance with the Americans with Disabilities Act (ADA) and the Health Insurance Portability and Accountability Act (HIPAA). Personal identifying information of COVID-19 cases or persons with COVID-19 symptoms shall be kept confidential. All COVID-19 testing, or related medical services provided by the District as part of this policy shall be provided in a manner that ensures the confidentiality of employees. Unredacted information on COVID-19 cases shall be provided to the local health department, CDPH, the Division, the National Institute for Occupational Safety and Health (NIOSH), or as otherwise required by law immediately upon request.

Authority and Responsibility

The Aromas Water District's (District) General Manager (GM) has overall authority and responsibility for implementing the provisions of this CPP in our workplace. In addition, all managers and supervisors are responsible for implementing and maintaining the CPP in their assigned work areas and for ensuring employees receive answers to questions about the program in a language they understand.

All employees are responsible for using safe work practices, following all directives, policies, and procedures, and assisting in maintaining a safe work environment.

Identification and Evaluation of COVID-19 Hazards

The District will implement the following in our workplace:

- Conduct workplace-specific evaluations using the **Appendix A: Identification of COVID-19 Hazards** form.
- Evaluate employees' potential workplace exposures to all persons at, or who may enter, our workplace.
- Review applicable orders and general and industry-specific guidance from the State of California, Cal/OSHA, and the local health department related to COVID-19 hazards and prevention.
- Evaluate existing COVID-19 prevention controls in our workplace and the need for different or additional controls.
- Conduct periodic inspections using the **Appendix B: COVID-19 Inspections form** as needed to identify unhealthy conditions, work practices, and work procedures related to COVID-19 and to ensure compliance with our COVID-19 policies and procedures.
- Continue to evaluate current methodologies already put in place.

COVID-19 Prevention Program for the AROMAS WATER DISTRICT

Employee participation

Employees are encouraged to participate in the identification and evaluation of COVID-19 hazards by:

- Informing the GM if a situation arises, or an incident comes to mind, that could potentially cause COVID-19 exposure.
- Be aware of your surroundings, inside and outside the District facilities, and report potential COVID-19 hazards to the GM.

Employee screening

- Currently employees are screened by taking temperatures with non-contact thermometers at the start of each workday.

Correction of COVID-19 Hazards

Unsafe or unhealthy work conditions, practices or procedures will be documented on the **Appendix B: COVID-19 Inspections** form, and corrected in a timely manner based on the severity of the hazards, as follows:

- Implementation of policies and/or procedures for assessing and correcting unsafe or unhealthy conditions.
- Implementation of work practices will occur in a timely manner based on the severity of possible hazard.

Control of COVID-19 Hazards

Physical Distancing

Where possible, the District will ensure at least six feet of physical distancing at all times in our workplace by:

- Maintain six (6) feet between you and other individuals unless the interaction is momentary while in movement (i.e., passing in the hallway). This social distancing requirement includes when employees are eating during breaks.

Individuals will be kept as far apart as possible when there are situations where six (6) feet of physical distancing cannot be achieved.

Face Coverings

Employees are required to wear clean, undamaged face coverings and ensure they are properly worn over the nose and mouth when indoors, and when outdoors and less than six feet away from another person, including non-employees, and where required by orders from the California Department of Public Health (CDPH) or local health department.

The following are exceptions to the use of face coverings in our workplace:

- When an employee is alone in a room.
- While eating and drinking at the workplace, provided employees are at least six feet apart and outside air supply to the area, if indoors, has been maximized to the extent possible.

COVID-19 Prevention Program for the AROMAS WATER DISTRICT

- Employees who cannot wear face coverings due to a medical or mental health condition or disability, or who are hearing-impaired or communicating with a hearing-impaired person. Alternatives will be considered on a case-by-case basis.
- Specific tasks that cannot feasibly be performed with a face covering, where employees will be kept at least six (6) feet apart.
- Any employee not wearing a face covering, face shield with a drape or other effective alternative, or respiratory protection, for any reason, shall be at least six feet apart from all other persons unless the unmasked employee is tested at least twice weekly for COVID-19.

Cleaning and disinfecting

The following cleaning and disinfection measures for frequently touched surfaces have been implemented:

- Clean hands often with an alcohol-based hand sanitizer that contains at least 70-95% alcohol or wash their hands with soap and water for at least 20 seconds. Soap and water are preferred if hands are visibly dirty.
- Routinely clean all frequently touched surfaces in the workplace, such as workstations, countertops, and doorknobs.
- Wipe down commonly used surfaces (for example, doorknobs, keyboards, remote controls, desks) before each use.
- Ensuring adequate supplies and adequate time for cleaning and disinfecting to be done properly.

Personal protective equipment (PPE) used to control employees' exposure to COVID-19:

- The need for PPE (such as gloves, goggles, and face shields) will be evaluated as required by CCR Title 8, section 3380, and District will provide such PPE as needed.
- The need for respiratory protection will be evaluated in accordance with CCR Title 8 section 5144 when the physical distancing requirements are not feasible or cannot be maintained.
- District will provide and ensure use of eye protection and respiratory protection in accordance with section 5144 when employees are exposed to procedures that may aerosolize potentially infectious material such as saliva or respiratory tract fluids.

Hand sanitizing

In order to implement effective hand sanitizing procedures, the District will:

- Provide employees with an effective hand sanitizer.
- Encourage employees to wash their hands for at least 20 seconds each time.

COVID-19 Prevention Program for the AROMAS WATER DISTRICT

Should there be a COVID-19 case at a District facility, the following procedures will be implemented:

Symptomatic Employees

This section applies to employees who have COVID-19 symptoms even if they have no known exposure to COVID-19. A healthcare provider's note is not required for employees who have COVID-19 symptoms, but they **must** comply with the following requirements.

- Quarantine at home
- Mandatory COVID-19 Testing
 - ❖ If test is **positive**, inform the GM immediately upon learning of positive test result. The GM will:
 - notify within one business day, in a way that does not reveal any personal identifying information of the COVID-19 case, to the following:
 - all employees who may have had COVID-19 exposure,
 - independent contractors and other individuals present at the workplace during the high-risk exposure period, **AND**
 - offer COVID-19 testing at no cost to employees during their working hours to all employees who had potential COVID-19 exposure in the workplace and provide them with the information on benefits available to them, **AND**
 - investigate whether any workplace conditions could have contributed to the risk of COVID-19 exposure and what could be done to reduce exposure to COVID-19 hazards.

Employees may return to work when **ALL** the following conditions are met.

- has been without fever (100.4 degrees or higher) for 24 hours without fever reducing medicine, **AND**
 - COVID-19 symptoms have improved, **AND**
 - a minimum of 10 days has passed since the date of specimen collection of their first positive COVID-19 test, **AND**
 - if an order to isolate or quarantine was issued by a state or local health official, the employee shall not return to work until the period of isolation or quarantine is completed or the order is lifted. If no period was specified, then the period shall be 10 days from the date that the order to isolate was effective or 14 days from the date that the order to quarantine was effective.
- ❖ If test is **negative**, employees may return to work when **ALL** the following are met.
 - Has been without fever (100.4 degrees or higher) for 24 hours without fever reducing medicine.
 - If an order to isolate or quarantine was issued by a state or local health official, the employee shall not return to work until the period of isolation or quarantine is completed or the order is lifted. If no period was specified, then the period shall be 10 days from the date that the order to isolate was effective or 14 days from the date that the order to quarantine was effective.

COVID-19 Prevention Program for the AROMAS WATER DISTRICT

Asymptomatic Employees

Employees not displaying COVID-19 symptoms but who have been exposed to someone with a positive COVID-19 test **must** comply with the following requirements.

- Inform the GM immediately upon learning of the potential exposure. GM will then:
 - notify within one business day, in a way that does not reveal any personal identifying information of the COVID-19 case, to the following:
 - all employees who may have had COVID-19 exposure,
 - independent contractors and other individuals present at the workplace during the high-risk exposure period, **AND**
 - offer COVID-19 testing at no cost to employees during their working hours to all employees who had potential COVID-19 exposure in the workplace and provide them with the information on benefits available to them, **AND**
 - investigate whether any workplace conditions could have contributed to the risk of COVID-19 exposure and what could be done to reduce exposure to COVID-19 hazards.
- Quarantine at home
- Mandatory COVID-19 Testing
 - ❖ If test is **positive** but never developed COVID-19 symptoms:
 - return to work 10 days after the date of specimen collection of their first positive COVID-19 test, **AND**
 - if an order to isolate or quarantine was issued by a state or local health official, the employee shall not return to work until the period of isolation or quarantine is completed or the order is lifted. If no period was specified, then the period shall be 10 days from the date that the order to isolate was effective or 14 days from the date that the order to quarantine was effective. Employees are not required to have a negative test result to return to work.
 - ❖ If test is **negative**, return to work for next scheduled shift.

The above will be accomplished using the **Appendix C: Investigating COVID-19 Cases** form.

Training and Instruction

The District will provide effective training and instruction that includes:

- Our COVID-19 policies and procedures to protect employees from COVID-19 hazards.
- Information regarding COVID-19-related benefits to which the employee may be entitled under applicable federal, state, or local laws.
- The fact that:
 - COVID-19 is an infectious disease that can be spread through the air.
 - COVID-19 may be transmitted when a person touches a contaminated object and then touches their eyes, nose, or mouth.
 - An infectious person may have no symptoms (asymptomatic).
- Methods of physical distancing of at least six (6) feet and the importance of combining physical distancing with the wearing of face coverings.
- The fact that particles containing the virus can travel more than six feet, especially indoors, so physical distancing must be combined with other controls, including face coverings and hand hygiene, to be effective.

COVID-19 Prevention Program for the AROMAS WATER DISTRICT

- The importance of frequent hand washing with soap and water for at least 20 seconds and using hand sanitizer when employees do not have immediate access to a sink or hand washing facility, and that hand sanitizer does not work if the hands are soiled.
- Proper use of face coverings and the fact that face coverings are not respiratory protective equipment - face coverings are intended to primarily protect other individuals from the wearer of the face covering.
- COVID-19 symptoms, and the importance of obtaining a COVID-19 test and not coming to work if the employee has COVID-19 symptoms.

Appendix D: COVID-19 Training Roster will be used to document this training.

Reporting, Recordkeeping, and Access

It is the District's policy to:

- Report information about COVID-19 cases at our workplace to the local health department whenever required by law, and provide any related information requested by the local health department.
- Report immediately to Cal/OSHA any COVID-19-related serious illnesses or death, as defined under CCR Title 8 section 330(h), of an employee occurring in our place of employment or in connection with any employment.
- Maintain records of the steps taken to implement our written COVID-19 Prevention Program in accordance with CCR Title 8 section 3203(b).
- Make our written COVID-19 Prevention Program available at the workplace to employees, authorized employee representatives, and to representatives of Cal/OSHA immediately upon request.
- Use the **Appendix C: Investigating COVID-19 Cases** form to keep a record of and track all COVID-19 cases. The information will be made available to employees, authorized employee representatives, or as otherwise required by law, with personal identifying information removed.

Return-to-Work Criteria

- COVID-19 cases with COVID-19 symptoms will not return to work until all the following have occurred:
 - At least 24 hours have passed since a fever of 100.4 or higher has resolved without the use of fever-reducing medications.
 - COVID-19 symptoms have improved.
 - At least 10 days have passed since COVID-19 symptoms first appeared.
- COVID-19 cases who tested positive but never developed COVID-19 symptoms will not return to work until a minimum of 10 days have passed since the date of specimen collection of their first positive COVID-19 test.
- A negative COVID-19 test will not be required for an employee to return to work.
- If an order to isolate or quarantine an employee is issued by a local or state health official, the employee will not return to work until the period of isolation or quarantine is completed or the order is lifted. If no period was specified, then the period will be 10 days from the time the order to isolate was effective, or 14 days from the time the order to quarantine was effective.

COVID-19 Prevention Program for the AROMAS WATER DISTRICT

PROPOSED ADDENDUM to CPP – January 25, 2022

- Incorporate current (most up to date) Return-To-Work criteria from the CDC
 - Attach most recent criteria to CPP document ahead of appendices
- Sick Leave Coverage
 - If exposed to COVID-19 during work or at workplace, District will replace/refund Sick Leave hours lost to exposure, quarantine, or getting required tests
 - If exposed outside of work or workplace, District will NOT replace/refund Sick Leave hours lost to quarantine, or getting required tests

COVID-19 Prevention Program for the AROMAS WATER DISTRICT

Board President, Jim Leap

General Manager, Robert Johnson

Date

COVID-19 Prevention Program for the AROMAS WATER DISTRICT

Appendix A: Identification of COVID-19 Hazards

All persons, regardless of symptoms or negative COVID-19 test results, will be considered potentially infectious. Particular attention will be paid to areas where people may congregate or come in contact with one another, regardless of whether employees are performing an assigned work task or not. For example: meetings, entrances, bathrooms, hallways, aisles, walkways, elevators, break or eating areas, cool-down areas, and waiting areas.

Evaluation of potential workplace exposure will be to all persons at the workplace or who may enter the workplace, including coworkers, employees of other entities, members of the public, customers or clients, and independent contractors. The District will consider how employees and other persons enter, leave, and travel through the workplace, in addition to addressing fixed work locations.

Person conducting the evaluation: **[enter name(s)]**

Date: **[enter date]**

Name(s) of employee and authorized employee representative that participated: **[enter name(s)]**

Interaction, area, activity, work task, process, equipment and material that potentially exposes employees to COVID-19 hazards	Places and times	Potential for COVID-19 exposures and employees affected, including members of the public and employees of other employers	Existing and/or additional COVID-19 prevention controls, including barriers, partitions and ventilation

COVID-19 Prevention Program for the AROMAS WATER DISTRICT

Appendix B: COVID-19 Inspections

Review the information available at www.dir.ca.gov/dosh/coronavirus/ for additional guidance on what to regularly inspect for, including issues that may be more pertinent to your particular type of workplace.

Date: [enter date]

Name of person conducting the inspection: [enter names]

Work location evaluated: [enter information]

Exposure Controls	Status	Person Assigned to Correct	Date Corrected
Engineering			
Barriers/partitions			
Ventilation (amount of fresh air and filtration maximized)			
Additional room air filtration			
Other additional measures...			
Administrative			
Physical distancing			
Surface cleaning and disinfection (frequently enough and adequate supplies)			
Hand washing facilities (adequate numbers and supplies)			
Disinfecting and hand sanitizing solutions being used according to manufacturer instructions			
Other additional measures...			
PPE (not shared, available and being worn)			
Face coverings (cleaned sufficiently often)			
Gloves			
Face shields/goggles			
Respiratory protection			

COVID-19 Prevention Program for the AROMAS WATER DISTRICT

Appendix C: Investigating COVID-19 Cases

All personal identifying information of COVID-19 cases or symptoms will be kept confidential. All COVID-19 testing, or related medical services provided by the District will be provided in a manner that ensures the confidentiality of employees, with the exception of unredacted information on COVID-19 cases that will be provided immediately upon request to the local health department, CDPH, Cal/OSHA, the National Institute for Occupational Safety and Health (NIOSH), or as otherwise required by law.

All employees' medical records will also be kept confidential and not disclosed or reported without the employee's express written consent to any person within or outside the workplace, with the following exceptions: (1) Unredacted medical records provided to the local health department, CDPH, Cal/OSHA, NIOSH, or as otherwise required by law immediately upon request; and (2) Records that do not contain individually identifiable medical information or from which individually identifiable medical information has been removed.

Date: [enter date]

Name of person conducting the investigation: [enter name(s)]

Employee (or non-employee*) name:		Occupation (if non-employee, why they were in the workplace):	
Location where employee worked (or non-employee was present in the workplace):		Date investigation was initiated:	
Was COVID-19 test offered?		Name(s) of staff involved in the investigation:	
Date and time the COVID-19 case was last present in the workplace:		Date of the positive or negative test and/or diagnosis:	
Date the case first had one or more COVID-19 symptoms:		Information received regarding COVID-19 test results and onset of symptoms (attach documentation):	

COVID-19 Prevention Program for the AROMAS WATER DISTRICT

<p>Results of the evaluation of the COVID-19 case and all locations at the workplace that may have been visited by the COVID-19 case during the high-risk exposure period, and who may have been exposed (attach additional information):</p>			
<p>Notice given (within one business day, in a way that does not reveal any personal identifying information of the COVID-19 case) of the potential COVID-19 exposure to:</p>			
<p>All employees who may have had COVID-19 exposure and their authorized representatives.</p>	<p>Date:</p>		
	<p>Names of employees that were notified:</p>		
<p>Independent contractors and other employers present at the workplace during the high-risk exposure period.</p>	<p>Date:</p>		
	<p>Names of individuals that were notified:</p>		
<p>What were the workplace conditions that could have contributed to the risk of COVID-19 exposure?</p>		<p>What could be done to reduce exposure to COVID-19?</p>	
<p>Was local health department notified?</p>		<p>Date:</p>	

*Should an employer be made aware of a non-employee infection source COVID-19 status.

COVID-19 Prevention Program for the AROMAS WATER DISTRICT

ADDITIONAL CONSIDERATIONS

Additional Consideration #1

Multiple COVID-19 Infections and COVID-19 Outbreaks

(Note: This section will need to be added to the CPP if the workplace is identified by a local health department as the location of a COVID-19 outbreak, or there are three or more COVID-19 cases in the workplace within a 14-day period. Reference section 3205.1 for details.)

This section of CPP will stay in effect until there are no new COVID-19 cases detected in our workplace for a 14-day period.

COVID-19 testing

- The District will provide COVID-19 testing to all employees in our exposed workplace except for employees who were not present during the period of an outbreak identified by a local health department or the relevant 14-day period. COVID-19 testing will be provided at no cost to employees during employees' working hours.
- COVID-19 testing consists of the following:
 - All employees in our exposed workplace will be immediately tested and then tested again one week later. Negative COVID-19 test results of employees with COVID-19 exposure will not impact the duration of any quarantine period required by, or orders issued by, the local health department.
 - After the first two COVID-19 tests, we will continue to provide COVID-19 testing of employees who remain at the workplace at least once per week, or more frequently if recommended by the local health department, until there are no new COVID-19 cases detected in our workplace for a 14-day period.
 - The District will provide additional testing when deemed necessary by Cal/OSHA.

Exclusion of COVID-19 cases

The District will ensure COVID-19 cases and employees who had COVID-19 exposure are excluded from the workplace in accordance with our CPP **Exclusion of COVID-19 Cases** and **Return to Work Criteria** requirements, and local health officer orders if applicable.

Investigation of workplace COVID-19 illness

The District will immediately investigate and determine possible workplace-related factors that contributed to the COVID-19 outbreak in accordance with our CPP **Investigating and Responding to COVID-19 Cases**.

COVID-19 investigation, review and hazard correction

In addition to the District's CPP **Identification and Evaluation of COVID-19 Hazards** and **Correction of COVID-19 Hazards**, the District will immediately perform a review of potentially relevant COVID-19 policies, procedures, and controls and implement changes as needed to prevent further spread of COVID-19.

The investigation and review will be documented and include:

- Investigation of new or unabated COVID-19 hazards including:
 - Our leave policies and practices and whether employees are discouraged from remaining home when sick.
 - Our COVID-19 testing policies.
 - Insufficient outdoor air.

COVID-19 Prevention Program for the AROMAS WATER DISTRICT

- Insufficient air filtration.
- Lack of physical distancing.
- Updating the review:
 - Every thirty days that the outbreak continues.
 - In response to new information or to new or previously unrecognized COVID-19 hazards.
 - When otherwise necessary.
- Implementing changes to reduce the transmission of COVID-19 based on the investigation and review. The District will consider:
 - Moving indoor tasks outdoors or having them performed remotely.
 - Increasing outdoor air supply when work is done indoors.
 - Improving air filtration.
 - Increasing physical distancing as much as possible.
 - Respiratory protection.
 - [describe other applicable controls].

Notifications to the local health department

- Immediately, but no longer than 48 hours after learning of three or more COVID-19 cases in the District's workplace, we will contact the local health department for guidance on preventing the further spread of COVID-19 within the workplace.
- The District will provide to the local health department the total number of COVID-19 cases and for each COVID-19 case, the name, contact information, occupation, workplace location, business address, the hospitalization and/or fatality status, and North American Industry Classification System code of the workplace of the COVID-19 case, and any other information requested by the local health department. The District will continue to give notice to the local health department of any subsequent COVID-19 cases at the District's workplace.

COVID-19 Prevention Program for the AROMAS WATER DISTRICT

Additional Consideration #2

Major COVID-19 Outbreaks

(Note: This section will need to be added to the CPP should District workplace experience 20 or more COVID-19 cases within a 30-day period. Reference section 3205.2 for details.)

This section of CPP will stay in effect until there are no new COVID-19 cases detected in our workplace for a 14-day period.

COVID-19 testing

The District will provide twice a week COVID-19 testing, or more frequently if recommended by the local health department, to all employees present at the exposed workplace during the relevant 30-day period(s) and who remain at the workplace. COVID-19 testing will be provided at no cost to employees during employees' working hours.

Exclusion of COVID-19 cases

The District will ensure COVID-19 cases and employees with COVID-19 exposure are excluded from the workplace in accordance with our CPP **Exclusion of COVID-19 Cases** and **Return to Work Criteria**, and any relevant local health department orders.

Investigation of workplace COVID-19 illnesses

The District will comply with the requirements of our CPP **Investigating and Responding to COVID-19 Cases**.

COVID-19 hazard correction

In addition to the requirements of our CPP **Correction of COVID-19 Hazards**, the District will take the following actions:

- In buildings or structures with mechanical ventilation, we will filter recirculated air with Minimum Efficiency Reporting Value (MERV) 13 or higher efficiency filters if compatible with the ventilation system. If MERV-13 or higher filters are not compatible with the ventilation system, District will use filters with the highest compatible filtering efficiency. District will also evaluate whether portable or mounted High Efficiency Particulate Air (HEPA) filtration units, or other air cleaning systems would reduce the risk of transmission and implement their use to the degree feasible.
- District will determine the need for a respiratory protection program or changes to an existing respiratory protection program under CCR Title 8 section 5144 to address COVID-19 hazards.
- District will evaluate whether to halt some or all operations at our workplace until COVID-19 hazards have been corrected.
- Implement any other control measures deemed necessary by Cal/OSHA.

Notifications to the local health department

The District will comply with the requirements of our **Multiple COVID-19 Infections** and **COVID-19 Outbreaks-Notifications to the Local Health Department**.

From Cal/OSHA

Ca Department of Public Health (CDPH) Isolation and Quarantine

1. **Q: How do the January 6, 2022 changes to CDPH’s recommended isolation and quarantine periods affect the ETS?**

A: In December of 2020, the Governor issued [Executive Order N-84-20](#), which states that the recommended isolation and quarantine periods in the ETS (also called “exclusion periods” in the ETS) will be overridden by any applicable isolation or quarantine recommendation by the CDPH or, if applicable, the local health department with jurisdiction over the workplace, if the periods in the ETS are longer than those recommended by the CDPH or local health department. If the CDPH and local health department isolation and quarantine recommendations differ, the required exclusion period under the ETS is the longer of the two.

This means that, with only one exception noted below, the [new isolation and quarantine recommendations from CDPH](#) replace the exclusion periods and return to work criteria in sections 3205(c)(9) and 3205(c)(10) of the ETS. The exclusion requirements are as follows in the tables below.

The June 17, 2021 ETS remains in effect until January 14, 2022. Until then, the quarantine rules for fully vaccinated workers set forth therein continue to apply because exclusion period for this group of workers is not longer than those recommended by the updated CDPH guidance. However, employers are encouraged to review and begin the process of implementing the CDPH recommendations before then. The CDPH recommendations will replace exclusion periods and return to work criteria for all workers when the second re-adoption of the ETS takes effect on January 14, 2022.

Table 1: Exclusion Requirements for Employees Who Test Positive for COVID-19 (Isolation)

Requirements apply to all employees, regardless of vaccination status, previous infection, or lack of symptoms.	<ul style="list-style-type: none">○ Employees who test positive for COVID-19 must be excluded from the workplace for at least 5 days.○ Isolation can end and employees may return to the workplace after day 5 if symptoms are not present or are resolving, and a
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From Cal/OSHA

	<p>diagnostic specimen* collected on day 5 or later tests negative.</p> <ul style="list-style-type: none">○ If an employee is unable or chooses not to test and their symptoms are not present or are resolving, isolation can end and the employee may return to the workplace after day 10.○ If an employee has a feverⁱⁱ, isolation must continue and the employee may not return to work until the fever resolvesⁱⁱⁱ.○ If an employee's symptoms other than fever are not resolving, they may not return to work until their symptoms are resolving or until after day 10 from the positive test.○ Employees must wear face coverings around others for a total of 10 days after the positive test, especially in indoor settings. Please refer to the section in this FAQ on face coverings for additional face covering requirements. <p>* Antigen test preferred.</p>
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From Cal/OSHA

Table 2: Employees Who Are Exposed to Someone with COVID-19 (Quarantine)

<p>Requirements apply to employees who are:</p> <ul style="list-style-type: none">○ Unvaccinated; OR○ Vaccinated and booster-eligible⁺ but have not yet received their booster dose.⁺⁺ <p>⁺ Refer to CDC COVID-19 Booster Shots to determine who is booster eligible.</p>	<ul style="list-style-type: none">○ Employees must be excluded from the workplace for at least 5 days after their last close contact with a person who has COVID-19.○ Exposed employees must test on day 5.○ Quarantine can end and exposed employees may return to the workplace after day 5 if symptoms are not present and a diagnostic specimen* collected on day 5 or later tests negative.○ If an employee is unable or chooses not to test and does not have symptoms, quarantine can end and the employee may return to the workplace after day 10.○ Employees must wear face coverings around others for a total of 10 days after exposure, especially in indoor settings. Please refer to the section in this FAQ on face coverings for additional face covering requirements.○ If an exposed employee tests
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From Cal/OSHA

	<p>positive for COVID-19, they must follow the isolation requirements above in Table 1.</p> <ul style="list-style-type: none"> ○ If an exposed employee develops symptoms, they must be excluded pending the results of a test. ○ Employees are strongly encouraged to get vaccinated or boosted.
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Employers are not required to exclude asymptomatic employees in this category if:

- A negative diagnostic test* is obtained within 3-5 days after last exposure to a case;
- Employee wears a face covering around others for a total of 10 days (please refer to the section in this FAQ on [face coverings](#) for additional face covering requirements); and
- Employee continues to have no symptoms.

Table 3: Employees Who Are Exposed to Someone with COVID-19 (No Quarantine Required)

<p>Requirements apply to employees who are:</p> <ul style="list-style-type: none"> ○ Boosted; OR ○ Vaccinated, but not yet booster-eligible.* <p>* Refer to CDC COVID-19 Booster Shots to determine who is booster eligible.</p>	<p>Employees do not need to quarantine if they:</p> <ul style="list-style-type: none"> ○ Test on day 5 with a negative result. ○ Wear face coverings around others for 10 days after exposure, especially in indoor settings. Please refer to the section in this FAQ on face coverings for
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From Cal/OSHA

	<p>additional face covering requirements.</p> <ul style="list-style-type: none">○ If employees test positive, they must follow isolation recommendations above.○ If employees develop symptoms, they must be excluded pending the results of a test.
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In addition to the above, pursuant to section 3205(c)(10)(E), when an order to isolate, quarantine, or exclude an employee is issued by a local or state health official, the employee shall not return to work until the period of isolation or quarantine is completed or the order is lifted even if the order exceeds the specified exclusion requirements in the ETS or CDPH recommendation.

2. **Q: What if tests cannot be obtained following a close contact?**

A: If employees covered by Table 2 cannot be tested as required, quarantine must continue for at least 10 days as explained in the table. If employees covered by Table 3 cannot be tested on day 5, employers should follow the ETS. For vaccinated close contacts, as of January 14, 2022, that means wearing a face covering and maintaining six feet of distance for 14 days following the close contact.

ⁱ Employers may require employees submit to viral testing for COVID-19. Please refer to the [FAQ from DFEH](#) for further information.

ⁱⁱ A fever is a measured body temperature of 100.4 degrees Fahrenheit or higher.

ⁱⁱⁱ A fever resolves when 24 hours have passed with no fever, without the use of fever-reducing medications.

From Cal/OSHA

Additional Resources

1. **Q: What additional resources are available for employers and workers to understand the rule and comply?**

A: Cal/OSHA has a number of resources in place and in development to assist with compliance with the ETS:

- These FAQs will be expanded on an ongoing basis to assist stakeholders in understanding the ETS.
- The Consultation Services Branch will be available to answer employer questions about the ETS.
- Cal/OSHA is updating its training on the ETS to provide in a webinar format.
- Cal/OSHA has developed a Model Program to assist employers in developing a [COVID-19 Prevention Program](#).
- Materials will continue to be posted and updated on [Cal/OSHA's COVID-19 webpage](#).
- [COVID-19 Sick Leave and Employment Law](#)
- For questions on paid sick leave, retaliation protections, filing a wage claim, or retaliation complaint, call 833-LCO-INFO (833-526-4636)
- [COVID-19 Workplace Safety and Health Information](#)
- You can file a [workplace safety and health complaint with Cal/OSHA online](#), or by telephone at the [district office closest to you](#).
- [COVID-19 Resources for Workers' Compensation](#)
- Call 1-800-736-7401 for recorded information on workers' compensation benefits from Information and Assistance staff 24 hours a day, or [contact a local Division of Workers' Compensation office](#) during business hours to reach a live person.
- [Department of Fair Employment and Housing COVID-19 Resources and Guidance](#) (Includes Information on COVID-19 Vaccinations in the Workplace)

FAQ Revision and Updates

- January 8, 2021:
 - Added seven new subheadings, and added the following new **Q&A:**
 - Scope of Coverage Q&A number(s): 3, 4, 6, and 7
 - Enforcement Q&A number(s): 1
 - The COVID-19 Prevention Program Q&A number(s): 1
 - Communication with Employees Q&A number(s): 1
 - Physical Distancing, Face Coverings and Other Controls Q&A number(s): 2, 3, 4, and 5
 - Ventilation Q&A number(s): 1 and 2
 - Vaccines Q&A number(s): 1
 - Testing Q&A number(s): 2, 3, and 4
 - Outbreaks and the “Exposed Workplace” Q&A number(s): 5, 7, 8, 9, 10, and 14
 - Exclusion Pay and Benefits Q&A number(s): 2, 3, 4, 5, 6, 7, 8, 9, and 10
 - Waivers of Exclusion Requirements Based on Community Health and Safety Q&A number(s): 1 and 2
 - Employer-Provided Housing Q&A number(s): 1, 2, 3, and 4
- January 26, 2021
 - Added new [Testing](#) Q&A number(s): 10 and 11
- February 26, 2021
 - Added new [Scope of Coverage](#) **Q&A: 8**
- March 10, 2021
 - Added new [Exclusion Pay and Benefits](#) **Q&A: 11**
- March 26, 2021
 - Added new [Exclusion Pay and Benefits](#) **Q&A: 12, 13, 14, 15, 16, 17, 18, 19, and 20.**
- May 5, 2021
 - Updated language in [Outbreaks and the “Exposed Workplace”](#) Q&A 12 answer section.

From Cal/OSHA

- Added link in [Outbreaks and the “Exposed Workplace”](#) Q&A 14 answer section: created hyperlink to [EO N-84-20](#)
- Added new [Outbreaks and the “Exposed Workplace”](#) Q&A 15
- Previous [Outbreaks and the “Exposed Workplace”](#) Q&A 15 was moved to 16
- Updated language in [Testing](#) Q&A 9 answer section third bullet
- June 18, 2021
 - Revised entire FAQ to reflect COVID-19 ETS approved by Standards Board on June 17, 2021
- September 21, 2021
 - Added section: [CDPH Isolation and Quarantine](#)
- October 5, 2021
 - Added new [Vaccines](#) Q&A 9
- October 7, 2021
 - Revised [Exclusion and pay](#) Q&A 2
- October 27, 2021
 - Revised [CDPH Isolation and Quarantine](#) answer only
- December 15, 2021
 - Added [Face Coverings and Other Controls](#) Q&A 5
- January 6, 2022
 - Revised [CDPH Isolation and Quarantine](#) section
- January 7, 2022
 - Revised [CDPH Isolation and Quarantine](#) section, removed table 4 to determine when a person is "booster-eligible" and instead provided direct link to CDC recommendation
- January 12, 2022
 - Revised [CDPH Isolation and Quarantine](#) section, removed *Antigen test preferred from table 2

Aromas Water District
Balance Sheet Prev Year Comparison
As of December 31, 2021

	Dec 31, 21	Dec 31, 20
ASSETS		
Current Assets		
Checking/Savings		
UB Checking	147,240.45	128,290.66
UB Bk Money Market xxxx7853	922,294.23	598,219.47
LAIF-State of Ca xx-05	837,020.00	834,435.68
Petty Cash	100.00	100.00
Assessment District Banks		
OAWA US Bank 102 Reserve	38,200.99	0.00
OAWA Union Bank Checking 7741	47,596.62	42,546.74
OAWA Union Bank 101 Redemption	0.00	0.18
OAWA Union Bank 102 Reserve	0.00	35,564.92
Oakridge Union Checking 5587	428,631.71	324,918.21
Total Assessment District Banks	514,429.32	403,030.05
Total Checking/Savings	2,421,084.00	1,964,075.86
Accounts Receivable		
1200 · Accounts Rec - Spec Proj/Taxes	0.00	500.00
Total Accounts Receivable	0.00	500.00
Other Current Assets		
ACWA Deposit	2,080.80	2,080.80
1292 · Accounts Rec - USDA Loan	2,040,446.37	2,095,834.27
1291 · Accounts Rec - Orchard Acres	289,594.03	311,692.98
Prepaid Insurance	16,309.04	18,613.02
128 · Inventory	63,177.31	49,921.56
1200.1 · Accounts Receivable--UBMax	113,938.99	124,905.45
1201.9 · Less Allowance for doubtful ...	-500.00	-500.00
Total Other Current Assets	2,525,046.54	2,602,548.08
Total Current Assets	4,946,130.54	4,567,123.94
Fixed Assets		
1900 · Water System	12,081,453.64	11,994,725.80
1915 · Office Building & Improvements	398,261.43	398,261.43
1970 · Office Equipment & Fixtures	93,467.05	93,467.05
1980 · District Vehicles	117,577.39	117,577.39
1990 · Land and Easements	331,195.78	331,195.78
1995 · Idle Assets	43,400.00	43,400.00
1998 · Less Accum Depr Idle Assets	-42,400.00	-42,400.00
1999 · Less Accumuated Depreciation	-7,142,459.75	-6,600,188.75
Total Fixed Assets	5,880,495.54	6,336,038.70
Other Assets		
Deferred Outflow of Resources	149,120.00	140,939.00
Total Other Assets	149,120.00	140,939.00
TOTAL ASSETS	10,975,746.08	11,044,101.64

Aromas Water District
Balance Sheet Prev Year Comparison
As of December 31, 2021

	Dec 31, 21	Dec 31, 20
LIABILITIES & EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
2000 · Accounts Payable	15,422.62	49,566.62
Total Accounts Payable	15,422.62	49,566.62
Credit Cards		
First Bankcard - S Smith #0239	619.52	-86.17
First Bankcard - E Giron #1086	106.35	0.00
First Bankcard -R.Johnson #9031	320.57	40.00
First Bankcard-L Coombes #3294	68.99	20.06
First Bankcard - D DeAlba #2486	0.00	676.46
Valero Fleet	397.20	540.78
Total Credit Cards	1,512.63	1,191.13
Other Current Liabilities		
Accrued Sick Payable	3,177.04	0.00
Accrued Wages Payable	19,565.97	0.00
Current Portion City National	72,912.25	59,661.05
2100 · Payroll Liabilities	188.53	140.41
Deferred Inflows- Actuarial	4,337.00	10,090.00
CUSTOMER DEPOSITS		
Connection Deposits Payable	2,000.00	2,000.00
Hydrant Meter Deposit	800.00	0.00
Total CUSTOMER DEPOSITS	2,800.00	2,000.00
Accrued Vacation Payable	34,129.54	27,815.70
Interest Payable	44,306.83	20,153.44
PVWMA Payable	25,503.42	5,515.45
Total Other Current Liabilities	206,920.58	125,376.05
Total Current Liabilities	223,855.83	176,133.80
Long Term Liabilities		
2392 · Long-term Debt - USDA (Oakr...	2,432,999.90	2,469,999.90
2391 · Long-term Debt - Orchard Acres	370,000.00	380,000.00
GASB 68 Pension Liability	608,060.00	577,103.00
City National Bank	750,538.78	865,611.94
Total Long Term Liabilities	4,161,598.68	4,292,714.84
Total Liabilities	4,385,454.51	4,468,848.64
Equity		
Investment in Capital Assets	6,420,006.53	6,420,006.53
Unrestricted Net Assets	2,751,025.55	2,687,889.75
Allocation of Net Assets	-2,637,574.59	-2,637,574.59
Net Income	56,834.08	104,931.31
Total Equity	6,590,291.57	6,575,253.00
TOTAL LIABILITIES & EQUITY	10,975,746.08	11,044,101.64

Aromas Water District
Profit & Loss Budget Performance

December 2021

	Dec 21	Budget	Jul - Dec 21	YTD Budget	Annual Budget
Ordinary Income/Expense					
Income					
303 · Water Revenue	81,483.85	96,000.00	747,205.43	738,000.00	1,495,000.00
307 · Bulk Water	848.01	660.00	7,357.69	3,960.00	8,000.00
302 · Connection	0.00	0.00	43,920.00	14,460.00	30,800.00
301 · Taxes Rcvd - AWD					
3090 · Oakridge / OAWA Assessme...	102,838.93	97,000.00	102,838.93	97,000.00	195,000.00
301 · Taxes Rcvd - AWD - Other	47,969.08	42,000.00	47,969.08	42,000.00	76,000.00
Total 301 · Taxes Rcvd - AWD	150,808.01	139,000.00	150,808.01	139,000.00	271,000.00
304 · Other Office Income & Reimburse	0.25	125.00	0.25	750.00	1,500.00
306 · Interest	202.15	400.00	1,203.11	2,400.00	4,800.00
312 · Grant Revenue	0.00	1,500.00	0.00	1,500.00	1,500.00
Total Income	233,342.27	237,685.00	950,494.49	900,070.00	1,812,600.00
Gross Profit	233,342.27	237,685.00	950,494.49	900,070.00	1,812,600.00
Expense					
Operations					
403 · Fuel	1,225.71	1,250.00	6,282.87	7,500.00	15,000.00
404 · Truck Maint	1,484.83	625.00	5,419.11	3,750.00	7,500.00
431 · System Repair & Maint	4,915.60	5,830.00	41,681.24	34,980.00	70,000.00
463 · Water Analysis	154.00	540.00	2,365.00	3,240.00	6,500.00
464 · Water Treatment	768.42	1,200.00	12,360.91	10,100.00	20,000.00
468 · Tools	0.00	625.00	0.00	3,750.00	7,500.00
470 · Public Outreach / Annexation	315.00	400.00	3,217.67	2,400.00	30,000.00
Total Operations	8,863.56	10,470.00	71,326.80	65,720.00	156,500.00
Power					
449.75 · 388 Blohm, # C	35.40	33.00	152.77	198.00	400.00
449.5 · 388 Blohm, A & B Office	145.64	200.00	567.97	810.00	1,700.00
461.5 · RLS Tank Booster	10.51	12.50	56.50	75.00	150.00
447 · Leo Ln Booster	57.67	50.00	369.53	300.00	600.00
448 · Aimee Mdws Well	9.86	12.50	55.06	75.00	150.00
451 · Marshall Corp Yard	37.61	41.00	213.86	246.00	500.00
452 · Rea Booster @ Seely	64.43	52.00	285.30	312.00	625.00
454 · Carr Booster	387.90	575.00	3,220.96	3,450.00	6,900.00
458 · Pleasant Acres Well	84.76	330.00	682.90	1,980.00	4,000.00
459 · Seely Booster @ Carpenteria	24.64	41.00	4,204.16	246.00	500.00
460 · San Juan Well	4,002.93	4,000.00	32,633.99	34,600.00	63,000.00
461 · Cole Tank	14.57	16.00	85.16	96.00	200.00
462 · Rea Tank	14.87	16.00	85.62	96.00	200.00
465 - Lwr Oakridge Boost	89.15	125.00	612.77	750.00	1,500.00
465.5 - Upper Oakridge Booster	150.00	175.00	300.00	350.00	700.00
466 · Pine Tree Tank	14.29	16.00	78.55	96.00	200.00
Total Power	5,144.23	5,695.00	43,605.10	43,680.00	81,325.00
Payroll					
Covid Sick Supp.	0.00		302.96		
Gross	40,123.70	35,414.00	184,061.39	212,484.00	424,969.00
Comp FICA	1,431.02	2,195.00	10,349.46	13,170.00	26,348.00
Comp MCARE	585.07	513.50	2,688.37	3,081.00	6,162.00
Comp SUI	32.10	182.00	321.15	1,092.00	2,188.00
Total Payroll	42,171.89	38,304.50	197,723.33	229,827.00	459,667.00
Employee / Labor Costs					
407 · Outside Services	671.66	500.00	3,947.38	3,000.00	6,000.00
408 · Uniform Allowance	221.00	330.00	221.00	1,980.00	4,000.00
409 · Workers Comp	408.34	1,057.00	3,034.38	6,342.00	12,691.00
410 · Health Ins	5,879.04	5,948.00	42,291.84	35,688.00	71,387.00
474 · Education	100.00	625.00	3,748.53	3,750.00	7,500.00
477 · Retirement	3,221.07	2,433.00	70,861.17	71,848.00	86,446.00
Total Employee / Labor Costs	10,501.11	10,893.00	124,104.30	122,608.00	188,024.00

Aromas Water District
Profit & Loss Budget Performance

December 2021

	Dec 21	Budget	Jul - Dec 21	YTD Budget	Annual Budget
Office					
440 · Misc Exp	303.05	330.00	1,965.28	1,980.00	4,000.00
444 · Postage	342.70	330.00	2,010.69	1,980.00	4,000.00
445 · Office Supplies	289.29	330.00	1,458.93	1,980.00	4,000.00
446 · Office Eqpmt and Maint	136.48	150.00	4,516.35	2,810.00	15,000.00
Total Office	1,071.52	1,140.00	9,951.25	8,750.00	27,000.00
Communications					
455 · Phone, Off	474.85	350.00	2,915.49	2,100.00	4,200.00
456 · Telemetry	775.96	677.00	4,557.76	4,062.00	8,124.00
457 · Answ Serv/Cellular Phone	298.64	330.00	1,984.35	1,980.00	4,000.00
Total Communications	1,549.45	1,357.00	9,457.60	8,142.00	16,324.00
Administrative & General					
4591 · Admin Fee (Bond Admin NBS)	950.20	1,300.00	1,900.16	2,600.00	5,200.00
4590 · Bond Interest Exp - Assess D...	0.00	0.00	60,429.99	64,000.00	128,000.00
417 · Capital Loan Interest	0.00	0.00	12,957.76	13,000.00	26,000.00
467 - Depreciation Reserve	53,503.00	53,503.00	321,018.00	321,018.00	642,035.00
406 · Liability Ins	1,702.06	1,660.00	10,154.14	9,960.00	20,000.00
420 · Legal Fees	1,400.00	1,400.00	8,400.00	8,400.00	17,000.00
422 · Bank Charges	123.28	158.00	776.18	948.00	1,900.00
423 · Litigation Contingency	0.00	830.00	0.00	4,980.00	10,000.00
425 · Audit	625.00	1,093.00	8,200.00	6,558.00	13,125.00
471 · Bad Debts	0.00	40.00	0.00	240.00	500.00
473 · Memberships	200.00	0.00	13,655.80	12,200.00	20,000.00
Total Administrative & General	58,503.54	59,984.00	437,492.03	443,904.00	883,760.00
Total Expense	127,805.30	127,843.50	893,660.41	922,631.00	1,812,600.00
Net Ordinary Income	105,536.97	109,841.50	56,834.08	-22,561.00	0.00
Net Income	105,536.97	109,841.50	56,834.08	-22,561.00	0.00

Aromas Water District
Monthly Expenditures
 December 15, 2021 through January 18, 2022

Date	Num	Name	Amount
UB Checking			
12/15/2021	E-pay	Employment Development Dept	-500.27
12/15/2021	E-pay	United States Treasury (EFTPS)	-2,432.76
12/15/2021	Pd Online	Intuit	-53.66
12/16/2021	EFT	QuickBooks Payroll Service	-7,371.89
12/17/2021	DD1747	Bowman (P), Naomi	0.00
12/17/2021	DD1748	Coombes (P), Louise P	0.00
12/17/2021	DD1749	Giron (P), Ester	0.00
12/17/2021	DD1750	Johnson (P), Robert L	0.00
12/17/2021	18538	Smith (P), Shaun	-1,504.88
12/17/2021	18539	Dutra (P), Marcus	-234.26
12/17/2021	18540	Holman (P), Wayne R	-234.25
12/17/2021	DD1751	Leap (P), James E	0.00
12/17/2021	DD1752	Morris (P), Vicki	0.00
12/17/2021	DD1753	Smith (P), Richard	0.00
12/17/2021	EFT	CalPERS	-1,866.09
12/17/2021	EFT	CalPERS	-820.11
12/17/2021	18541	State Water Resources Control Board	-110.00
12/17/2021	18542	State Water Resources Control Board	-90.00
12/20/2021	Pd Online	ADT Security Services, Inc.	-169.00
12/21/2021	Pd Online	First Bankcard	-3,882.48
12/27/2021	EFT	Bank Service Fees	-123.28
12/28/2021	E-pay	Employment Development Dept	-482.27
12/28/2021	E-pay	United States Treasury (EFTPS)	-2,263.36
12/29/2021	18544	Brian Rooney	-300.00
12/29/2021	18545	Maria L. Hendrix	-36.13
12/29/2021	EFT	QuickBooks Payroll Service	-6,668.86
12/29/2021	18546	Peter Mu	-150.00
12/29/2021	Pd Online	P G & E	-4,969.59
12/29/2021	Pd Online	Valero Fleet	-180.01
12/29/2021	Pd Online	Verizon Wireless	-148.64
12/29/2021	18547	ACE Hardware Prunedale	-112.52
12/29/2021	18548	Aromas Water District (Petty Cash)	-315.00
12/29/2021	18549	CALNET3	-301.96
12/29/2021	18550	CSSC	-100.00
12/29/2021	18551	Fedak & Brown LLP	-625.00
12/29/2021	18552	Louise Coombes	-221.00
12/29/2021	18553	Mid Valley Supply	-307.37
12/29/2021	18554	Monterey Bay Analytical Services Inc	-154.00
12/29/2021	18555	R & B Company	-1,777.82
12/29/2021	18556	Rob Johnson	-50.00
12/29/2021	18557	Shaun Smith	-31.25
12/29/2021	18558	United Way serving San Benito County	-22.00
12/29/2021	18559	XIO, INC.	-474.00
12/30/2021	DD1754	Bowman (P), Naomi	0.00
12/30/2021	DD1755	Coombes (P), Louise P	0.00
12/30/2021	DD1756	Giron (P), Ester	0.00
12/30/2021	DD1757	Johnson (P), Robert L	0.00
12/30/2021	18543	Smith (P), Shaun	-1,486.03
12/30/2021	EFT	CalPERS	-1,873.00
12/30/2021	EFT	CalPERS	-843.45
01/05/2022	18560	USPO	-233.83

01/20/22

Aromas Water District
Monthly Expenditures
 December 15, 2021 through January 18, 2022

Date	Num	Name	Amount
01/12/2022	18564	ACWA JPIA, Emp. Ben. Prog.	-5,651.16
01/12/2022	18565	Armer Grading & Paving	-960.00
01/12/2022	18566	CALNET3	-401.87
01/12/2022	18567	Costco Wholesale	-60.00
01/12/2022	18568	MNS Engineers Inc.	-11,169.00
01/12/2022	18569	Monterey Bay Solutions, LLC	-225.00
01/12/2022	18570	Recology San Benito County	-58.08
01/12/2022	18571	San Benito County Planning, Public Works	-308.00
01/12/2022	18572	State Water Resource Control Board, SWRCB	-8,073.12
01/12/2022	18573	Streamline	-100.00
01/12/2022	18574	TH Electric	-2,250.00
01/12/2022	18575	West Valley Construction	-926.19
01/12/2022	E-pay	Employment Development Dept	-534.38
01/12/2022	E-pay	United States Treasury (EFTPS)	-3,131.08
01/12/2022	E-pay	Employment Development Dept	-129.50
01/13/2022	EFT	QuickBooks Payroll Service	-7,009.21
01/14/2022	DD1758	Bowman (P), Naomi	0.00
01/14/2022	DD1759	Coombes (P), Louise P	0.00
01/14/2022	DD1760	Giron (P), Ester	0.00
01/14/2022	DD1761	Johnson (P), Robert L	0.00
01/14/2022	18561	Smith (P), Shaun	-1,439.26
01/14/2022	18562	Dutra (P), Marcus	-234.51
01/14/2022	18563	Holman (P), Wayne R	-234.51
01/14/2022	DD1762	Leap (P), James E	0.00
01/14/2022	DD1763	Morris (P), Vicki	0.00
01/14/2022	DD1764	Smith (P), Richard	0.00
01/14/2022	EFT	CalPERS	-1,888.13
01/14/2022	EFT	CalPERS	-905.55
01/18/2022	Pd Online	P G & E	-24.64
01/18/2022	Pd Online	P G & E	-198.66
01/18/2022	18576	Charter Communications - Spectrum	-72.98
01/18/2022	18577	Iconix Waterworks	-89.89
01/18/2022	18578	Monterey Bay Analytical Services Inc	-352.00
01/18/2022	18579	Robert E. Bosso	-1,400.00
01/18/2022	18580	Xerox Corp	-16.73
01/18/2022	18581	XIO, INC.	-474.00
Total UB Checking			-91,837.47
TOTAL			-91,837.47