

CLEARLAKE OAKS COUNTY WATER DISTRICT
NOTICE OF A REGULAR MEETING OF THE BOARD OF DIRECTORS

Date: June 18, 2026

Time: 10:00 A.M.

*Clearlake Oaks County Water District - Administration Building
12952 E. Highway 20, Clearlake Oaks, CA 95423*

AGENDA

A. CALL TO ORDER

- Pledge of Allegiance
- Roll Call

- | | |
|---|---|
| <input type="checkbox"/> Mr. Stanley Archacki, President | <input type="checkbox"/> Mr. William McHugh, Director |
| <input type="checkbox"/> Mr. Michael Herman, Vice President | <input type="checkbox"/> Mr. A. Whittier, Director |
| <input type="checkbox"/> Mrs. Dianna Mann – General Manager | <input type="checkbox"/> Mrs. Olivia Mann – Board Secretary |
| <input type="checkbox"/> Ms. Bailey Anderson – Office Manager | <input type="checkbox"/> Mr. Francisco Castro, Chief Wastewater |
| <input type="checkbox"/> Mr. Kurt Jensen, Chief Water | <input type="checkbox"/> Mr. Jeremy Backus, Chief Distribution |

B. PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA

The public may comment on items not on the agenda within the Board's jurisdiction. Speakers are limited to three (3) minutes each.

C. STAFF REPORTS (Page 3)

1. Administration
2. Billing – Accounts Payable
3. Chief Distribution Operator
4. Chief Water Plant Operator
5. Chief Wastewater Plant Operator
6. General Manager

D. COMMITTEE UPDATES

E. CONSENT ITEMS

The Board will be asked to approve all Consent Items at one time without discussion. If any Director, staff, or interested person requests that an item be removed from the Consent Items, it will be considered under New Business.

1. **Financial Reports for review and approval**
 - a. May 2026 QB balance sheet and profit & loss statements
 - b. Bank account balances and accounts receivable
 - c. Employee payroll report
 - d. Aged trial balance summary
 - e. Vendor aging report, accounts payable breakdown

2. **Minutes of the previous meeting for review and approval**

- a. Minutes of Regular Meeting 05/21/2026
- b. Minutes of Special Meeting 05/21/2026

F. NEW BUSINESS

1. Discussion and update on Proposition 218 Public Hearing and Opposition Letters

Action Taken: _____

2. Discussion and approval of quote from Case Excavating, Inc. for a 5' x 5' valve vault at the CEPS located at the Waste Plant in the amount of \$21,000.00

Action Taken: _____

3. Discussion and approval of the 2026-2027 Annual Budget

Action Taken: _____

4. Discussion and approval of Amendment 2 to the Agreement for the Acceptance of Effluent with Lake County Sanitation District (LACOSAN)

Action Taken: _____

5. Discussion and approval of contract with MC Engineering for the Water Reliability Improvement Project, number EDWG-1710001-004C

Action Taken: _____

6. Discussion and approval of selling the three (3) 10,000-gallon storage tanks at the water treatment plant to Nice Mutual Water for \$ _____ per tank

Action Taken: _____

G. CLOSED SESSION

Time: _____

- a. Discussion and evaluation of Administrative Services Manager, pursuant to Government Code Section 54957 (b)(1)
- b. Discussion and evaluation of the General Manager, pursuant to Government Code Section 54957

Action Taken: _____

ADJOURNMENT

Time: _____

Where appropriate or deemed necessary, the Board may act on any item listed on the agenda, including items listed as information items. Public documents relating to any open session item listed on this agenda that are distributed to all or a majority of the members of the Board of Directors less than 72 hours before the meeting are available for public inspection in the customer service area of the District's Administrative Office at the above address.

The public may address the Board concerning an agenda item during the Board's consideration of that agenda item. The President will call for comments at the appropriate time. Comments of individual speakers are limited to three minutes per agenda item.

In compliance with the Americans with Disabilities Act, if you have a disability, and you need a disability-related modification or accommodation to participate in this meeting, then please contact Clearlake Oaks County Water District Secretary to the Board at 707-998-3322. Requests must be made as early as possible, and at least one full business day before the start of the meeting.

Clearlake Oaks County Water District

P.O. Box 709 / 12952 East Highway 20
Clearlake Oaks, CA 95423
(707) 998-3322 Phone (707) 998-1245 Fax
www.clocwd.org (Website)

June 12, 2026

Administration

Training:

Congratulations to our new Safety Officers, James and Garrett, who attended their first OSHA Extended Study Program last week. They have jumped right in, and I am excited to see how they help grow and strengthen our training program.

Grants - Awards - Scholarships:

Unfortunately, I have not had time to complete the 2026 Wellness Grant application. The application window closes soon, and awards were available on a first-come, first-served basis. However, there are several more pressing projects and priorities that have required my attention.

General:

The rate increase effort has kept me exceptionally busy with public records requests, protest letter tracking, customer inquiries, and related administrative tasks. A more detailed update is provided in the sections below.

Additionally, the appointment of a new Director remains an ongoing priority. I am hopeful that this process will be completed at the July Regular Meeting.

Backflow testing season continues to progress steadily. I have been processing test results almost daily as they are received. We still have several hundred devices awaiting testing, which is typical for this point in the season.

Proposition 218:

Please see the attached project checklist.

As you are aware, the District issued a Notice of Continuance for the Special Meeting and Public Hearing, which has been rescheduled to August 4, 2026. After learning that some customers may not have received the original notice, the District has decided, out of an abundance of caution, to resend notices and continuance letters to the affected customers. This will ensure that all affected property owners are provided the full 45-day protest period should they choose to submit a protest.

All protest letters received to date will continue to be counted toward determining whether a majority protest exists. As of today, the District has received 192 letters of opposition. All protest letters are being tracked using the attached Opposition Tracker. At this time, we are not invalidating any protest letters; however, we are verifying that each property address associated with a protest is located within District boundaries.

Olivia Mann
Board Secretary
Administrative Services Manager

Stanley Archacki
President

Michael Herman
Vice President

William McHugh
Director

Donald Whittier
Director

VACANT
Director



Operations Summary Report

Sort Order : Service, Tran Type

From: 5/1/2026

To: 5/31/2026

Loss Calculation

		<u>Billed Usage</u>	<u>Actual Usage</u>
	Raw Water Purchased	20,193,000.00000	
	Production Loss	-3,369,000.00000	
WATER	Billed Usage	-9,695,479.85796	9,695,479.85800
WATER 2	Billed Usage	-325,895.46300	325,895.46300
Units Lost:		6,802,624.67904	
Percentage Loss:		33.69%	

Transaction Summary

			<u>Amount</u>	<u># of Accounts</u>	
CRP SEWER	Adjustment	Charge	\$0.00	0	
		Delinquency	-\$26.69	11	
		Open Credit	-\$2.47	1	
	Charge	Charge	\$47,984.79	1,721	
		Penalty	\$1,251.63	453	
		Open Applied	\$2.47	1	
		Open Payment	-\$1,299.65	54	
		Charge	-\$42,288.12	1,376	
		Delinquency	-\$988.42	212	
	Payment Reversal	Payment Reversal	\$53.42	2	
		Total CRP SEWER:		\$4,686.96	
	CRP WATER	Adjustment	Charge	\$0.00	0
			Delinquency	-\$29.72	11
Open Credit			-\$1.75	1	
Charge		Charge	\$42,612.58	2,056	
		Penalty	\$1,135.93	520	
		Open Applied	\$1.75	1	
		Open Payment	-\$1,305.99	75	
		Charge	-\$37,068.91	1,643	
		Delinquency	-\$734.51	237	
Payment Reversal		Transfer	-\$22.65	1	
		Payment Reversal	\$37.89	2	
Total CRP WATER:		\$4,624.62			
CRPPC		Charge	Charge	\$1,694.00	77
	Penalty		\$27.90	10	
	Open Applied		\$0.02	1	

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	Open Payment	Open Payment	-\$22.00	1
	Payment	Charge	-\$1,574.47	68
		Delinquency	-\$16.30	6
		Total CRPPC:	\$109.15	
			Amount	# of Accounts
CRPS2	Adjustment	Delinquency	-\$0.77	1
	Charge	Charge	\$1,037.55	15
	Delinquency	Penalty	\$2.64	2
	Payment	Charge	-\$1,052.44	14
		Delinquency	-\$27.16	2
		Total CRPS2:	-\$40.18	
			Amount	# of Accounts
CRPS3	Charge	Charge	\$180.64	5
	Payment	Charge	-\$236.16	5
		Delinquency	-\$54.94	1
		Total CRPS3:	-\$110.46	
			Amount	# of Accounts
SEWER	Adjustment	Charge	\$0.00	0
		Delinquency	-\$56.90	11
		Open Credit	-\$5.18	1
	Charge	Charge	\$101,285.62	1,713
	Delinquency	Penalty	\$2,398.07	446
		Shutoff	\$0.00	0
	Open Applied	Open Applied	\$5.18	1
	Open Payment	Open Payment	-\$3,010.85	63
	Payment	Charge	-\$88,906.06	1,372
		Delinquency	-\$1,419.60	208
		Transfer	-\$25.67	1
	Payment Reversal	Payment Reversal	\$112.40	2
		Total SEWER:	\$10,377.01	
			Amount	# of Accounts
SEWER 2	Adjustment	Delinquency	-\$1.48	1
	Charge	Charge	\$3,242.93	15
	Delinquency	Penalty	\$6.56	2
	Payment	Charge	-\$3,206.94	14
		Delinquency	-\$2.96	1
		Total SEWER 2:	\$38.11	
			Amount	# of Accounts
SEWER 3	Charge	Charge	\$398.44	5
	Payment	Charge	-\$398.44	5
		Total SEWER 3:	\$0.00	
			Amount	# of Accounts
WATER	Adjustment	Charge	\$0.02	1
		Delinquency	-\$107.58	11
		Misc Chrg.	-\$45.00	1
		Open Credit	-\$305.23	3



Charge	Charge	\$114,250.79	2,056
	Service Open Credit	-\$0.02	1
Delinquency	Penalty	\$2,803.82	510
	Shutoff	\$0.00	0
Misc Chrg.	Misc Chrg.	\$2,825.00	57
NSF Fee	NSF Fee	\$45.00	1
Open Applied	Open Applied	\$9,726.46	136
Open Payment	Open Payment	-\$4,097.39	135
Payment	Charge	-\$98,883.85	1,639
	Delinquency	-\$1,745.31	241
	Misc Chrg.	-\$3,481.91	46
	NSF Fee	-\$90.00	2
	Open Credit	-\$10,608.70	111
	Service Order Fee	-\$2,677.00	29
Payment Reversal	Payment Reversal	\$374.29	2
Refund	Open Credit	\$207.06	4
Service Order Fee	Service Order Fee	\$2,275.00	20

Total WATER: \$10,465.45

		Amount	# of Accounts
WATER 2	Charge	\$0.00	0
		Total WATER 2: \$0.00	

Total Current : \$30,150.66

Age Receivables Summary

	Amount	# of Accounts
Amount Past Due 1-30 days	\$300,241.25	2,018
Amount Past Due 31-60 days	\$60,385.11	455
Amount Past Due Over 60 days	\$445,554.14	620
Total Aged Balances	\$806,180.50	
TOTAL RECEIVABLES (Total Current Trans. + Total Aged Balances)	\$806,180.50	

Deposit Summary

	Amount
Net Change in Deposits This Period	\$0.00
Amount of all Deposits	\$3,301.68

Usage By Group

WATER	Usage Groups	Accounts	Usage	% Usage	% Sales
	Over 9000	164	5,948,050.82600	56.93%	29.13%
	8000 to 9000	25	211,967.82400	2.03%	1.92%
	7000 to 8000	43	323,026.26600	3.09%	2.37%
	6000 to 7000	45	293,348.79150	2.81%	2.32%
	5000 to 6000	75	411,797.73600	3.94%	3.53%
	4000 to 5000	143	641,288.53500	6.14%	6.53%
	3000 to 4000	167	580,998.57400	5.56%	7.95%
	2000 to 3000	280	697,199.27250	6.67%	11.17%

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WATER 2	Usage Groups	Accounts	Usage	% Usage	% Sales
		1000 to 2000	278	422,676.00400	4.05%
	0 to 1000	410	165,133.02900	1.58%	13.38%
	Zero Usage	182	0.00000	0.00%	6.06%
	Over 9000	2	320,920.93050	45.58%	0.00%
	8000 to 9000		0.00000	0.00%	0.00%
	7000 to 8000		0.00000	0.00%	0.00%
	6000 to 7000		0.00000	0.00%	0.00%
	5000 to 6000		0.00000	0.00%	0.00%
	4000 to 5000		0.00000	0.00%	0.00%
	3000 to 4000	1	3,463.47150	0.49%	0.00%
	2000 to 3000		0.00000	0.00%	0.00%
	1000 to 2000		0.00000	0.00%	0.00%
	0 to 1000	2	1,511.06100	0.21%	0.00%
	Zero Usage		0.00000	0.00%	0.00%

Receivables Summary

Ending Receivables (Last Period)	\$776,029.84
Charge this Period	\$312,687.32
Misc Fee this Period	\$2,825.00
Payment this Period	-\$295,510.52
Tax this Period	\$0.00
NSF Amount	\$45.00
Other Transactions	\$10,103.86
Total Receivables	\$806,180.50
Ending Deposits (Last Period)	\$3,301.68
Changes this Period	\$0.00
Total Deposits	\$3,301.68



Aged Accounts Receivable

As of 06/15/2026

	1-30 Days	31-60 Days	61-90 Days	91-120 Days	<120 Days	Total Balance
	\$102,371.20	\$38,776.94	\$28,857.91	\$20,129.66	\$389,956.06	\$580,091.77
No. of Accounts:	810	358	229	164	198	1759

These totals include all accounts on the Tax Roll

Water	\$179,726.99
Water Penalty	\$14,748.05
Sewer	\$189,160.47
Sewer Penalty	\$13,536.24
CRP Water	\$77,224.57
CRP Water Penalty	\$7,052.96
CRP Sewer	\$90,972.02
CRP Sewer Penalty	\$6,976.76
CRP PC	\$650.68
CRP PC Penalty	\$43.03

Total Balance: \$580,091.77

****May Statements are due June 15, 2026****

Recurring payments have been processed for the month of June.



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Billing / Accounts Payable – June 11, 2026

Automatic Payments:

Currently, 596 customers are enrolled in automatic payments. Of these, 503 are using a credit or debit card, and 93 are enrolled via ACH.

Payment Arrangements:

Twelve accounts are currently on payment arrangements; these customers are not subject to late fees or service shutoffs provided payments are made on time.

Promise to Pay & Extensions:

The Promise to Pay/Extension process is working very well. Last month, four extensions were granted, with none of those accounts requiring disconnection for delinquency.

Door Hangers & Shutoffs:

Last month, 44 door hangers were issued, and 6 of those accounts were disconnected for delinquency.

Work Orders:

In May, a total of 78 work orders were assigned. Of these, 73 have been closed, with 5 remaining open from the month, excluding those with an “In Progress” or “To Be Repaired” status.

General:

Backflow test results continue to be received at a steady pace, and customers have until December 1, 2026, to submit their completed tests. To help ensure compliance and provide ample time for completion, reminder notices will be mailed monthly throughout the testing season.

As we approach the end of the fiscal year, all records and documentation for the current year are being electronically filed and organized in preparation for the upcoming fiscal year.

Staff have begun gathering additional information regarding service availability on Mountain View Drive to determine whether water and sewer services currently exist or can be provided. Work is also underway to develop a new vacant lot billing program, including a streamlined process that will allow field staff to perform availability checks more efficiently.

Apparel order forms have been distributed to all staff, and the annual apparel order will be submitted at the beginning of the new fiscal year.

Bailey Anderson
Office Manager

Stanley Archacki
President

Michael Herman
Vice President

William McHugh
Director

Donald Whittier
Director

VACANT
Director

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Water Distribution Mains, Service Lines, and Tank Sites

During the month, there was one 6-inch water main leak that required another saddle replacement.

Operations staff completed a total of 22 work orders to turn water services on or off, with an additional 6 services shut off for delinquent accounts. Staff also completed 4 “check status” work orders, 1 work order for a service mark-out, and 1 work order for a pressure check.

There were 11 work orders completed for reads, final reads, and re-reads. It continues to take two employees several hours to complete meter readings for the entire district.

Crews responded to 5 after-hours callouts; none of these required overnight work. Staff also completed 11 work orders to check for leaks, 1 meter change-out, and 1 transmitter change-out. In addition, 2 work orders were completed for driveway or street repairs.

At Glady and Highway 20, the hydrant that was previously repaired now has bollards installed to help protect it from being struck again. The hydrant located at 12725 Highway 20 is currently in progress of being repaired.



Sewer Collections and Lift Station Sites

All lift stations are currently operating well, with no significant issues reported this month.

Miscellaneous Distribution & Collection Tasks

Staff closed out 52 Underground Service Alert (USA) tickets.

The crew also assisted water treatment operators with installing a new 20-foot intake hose and a new 5-foot long rigid 8-inch spool.



Stanley Archacki
President

Michael Herman
Vice President

William McHugh
Director

A. Donald Whittier
Director

VACANT
Director

Sample Station Sites / Boil Water Notices (BWN)

Sample results for the Boil Water Notice at Chestnut and Lakeland came back absent for total coliform and E. coli, and the BWN was lifted.

All routine water quality samples for the district also returned absent for total coliform and E. coli.

District Vehicles and Equipment

Distribution and Collections (DC) staff replaced the rear control arm bushings and shocks on vehicle V-34. This vehicle will still need to be brought in to have the radiator replaced.

There was a break-in involving district vehicles, resulting in damage to the service truck doors on the new crane truck and the Chevy service truck. Staff were able to straighten all doors on both trucks except for one door on the crane truck, which will need to be replaced. All door latches on the Chevy service truck were replaced by district staff.

District Staff Update

Current staff and certifications are as follows:

- Jeremy – Chief Operator, Grade 3, Class B License
- Jesse – Operations Manager, Grade 3, Class B License
- Josh – Distribution/Collections Operator, Grade 2, Class B License
- Thomas – Utility Technician III, Class B License
- Kenny – Utility Technician I, Temporary status

Interviews were recently conducted to fill the vacant Utility Technician I position currently under temporary status.



Jeremy Backus
Chief Distribution & Collections Operator
Clearlake Oaks County Water District
Cell: (707) 350-5622
Fax: (707) 998-1245
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P.O. Box 709/12545 E. Hwy 20
Clearlake Oaks, CA 95423



Clearlake Oaks County Water District

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- ◆ May – June raw water NTU from the pier intake was stable, averaging 3-7. In preparation for increased temps and poorer water quality from the pier intake we switched over to the extended intake and filter 2 and 3. Ph has been going up and down as far as 7.2 and up to 8.4 coagulant adjustments are being made accordingly.
- ◆ Sunday 5-24 and Monday 5-25 we were having problems with the extended intake. NTU was varying from 10-30 Ph was all over up over 9. We had a diver come into check the bolted flanges and it was discovered the flex hose had worn a hole through itself on the rocks at the shoreline. We switched back to the pier pump. A replacement hose was ordered, also a 5ft spool and a 45 were installed to get the hose off the rocks. On 6-9-26 all the parts were installed; the extended pump was put back into service. Since switching the NTU went down about 50% and Ph went down also. Coagulant dosages were checked and lowered down for improved water quality.



- ◆ DC Jeremy and Thomas helped with removal and install of the new hose.
- ◆ As of 6-10-26 the lake level is at 6.28ft, dropping .98ft, since last month.
- ◆ Water production for the month of May was 16.824 MG down from 2025 production of 17.816 MG. Raw water intake was 20.193 MG. The daily production average rose from 495,000 GPD in May to 542,000 GPD for May.
- ◆ We are still having plant shutdowns, the frequency will decrease and demand will go up as temps are starting to rise as we head into a warmer time of year.
- ◆ Treatment is continuing to do the weekly tank runs for testing of chlorine residuals in all the tank locations.
- ◆ Continuing maintenance / cleanup through the plant area.

Treatment staff:

James Simons T4, D2 Operator Class B License

Kurt Jensen T3, D2 Chief Class B License

Helping treatment also

Jesse Seth T2 D3 operator

Thank you, Kurt Jensen

Stanley Archacki
President

Michael Herman
Vice President

William McHugh
Director

A. Donald Whittier
Director

VACANT
Director

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Water Sample Testing

Sample Taken On	DATE	DATE	DATE	Month Due
Bacti R(BW) & CW (M)	5/6/26	6/3/26		May/June
Bacti R (BW)	5/20/26			May/June
Bacti Paradise Tank				
R & CW TCP123 (BA)	3yr waiver			
Cyano Toxin Raw (Raw & Treated)				
Bromate (Q)				
Perchlorate (A)				
TTHM (Q)	5/27/26			Moniter
HAA5 (Q)	5/27/26			Moniter
Lead & Copper (A)(1)				
Lead & Copper (A)(1)				
Lead & Copper (A)(1)				
TOC / ALK	05/27/26			May
Nitrate (A)				
Nitrite (A)				
Antimony (A)				
Arsenic(A)				
Barium(A)				
Beryllium(A)				
Cadmium(A)				
Chromium Total (A)				
Fluoride Natural(A)				
Mercury(A)				
Nickel(A)				
Selenium(A)				
Thallium(A)				
Simazine(A)				
Bicarbonate Alaklinity(A)				
Calcium(A)				
Carbonate Alakalinity(A)				
Chloride(A)				
Copper(A)				
Foaming Agents (MBAS)(A)				
Hardness Total as CaCO3(A)				
Hydroxide Alakalinity(A)				
Iron(A)				
Magnesium(A)				
Manganese(A)				
PH, Laboratory(A)				
Silver(A)				
Sodium(A)				
Specific Coductance(A)				
Sulfate(A)				

A = Annually
 Q = Quarterly
 M = Monthly
 W = Weekly

**Please note:
 December is a large sampling month there are many samples taken this month. *****All samples showing on the state web site will populate at the beginning of each month as due now.**

Total Dissolved Solids(A)					
Turbidity, Laboratory(A)					
Zinc(A)					
Aluminum(A)					
MTBE(A)					
Color / Odor(A)					
Asbestos					semi annually
Thiobencarb(A)					
Ethylene Dibromide	07/13/22				Every 9 Years
Heptachlor	11/19/25				Every 9 Years
Heptachlor Epoxide	11/19/25				Every 9 Years
BHC-Gamma	11/19/25				Every 9 Years
Methoxychlor	11/19/25				Every 9 Years
Toxaphene	11/19/25				Every 9 Years
Clearwell VOC					
Reg SOC 504 EDB					
Regulated SOC 504					
Thiobencarb(A)					
Hexavalent Chromium(A)					
Gross Alpha	11/6/2024				Every 9 years
VOC Paradise					
Combined Radium (-226 & -228)					9 Years
2,3,7,8-TCDD	9/17/2025				9 Years
BENZO(A)PYRENE	10/15/2026				9 years
DI(2-ETHYLHEXYL) ADIPATE	10/25/2026				9 Years
DI(2-ETHYLHEXYL) PHTHALATE	10/25/2026				9 Years
GLYPHOSATE	9/17/2025				9 Years
HEXACHLOROCYCLOPENTADIENE	9/17/2025				9 years
Endothall	1/14/2026				3 years
Regulated VOC 524	2/4/2026				3 Years



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May 18, 2026

RE: MAY BOARD REPORT

FLOWS FOR THE MONTH/CLEARLAKE LAKE LEVEL:

- ❖ **INFLUENT: 19.687 MG (AVERAGE: 641,000 GPD)**
- ❖ **EFFLUENT: 17.698 MG (AVERAGE: 695,000 GPD/ 482 GPM)**
- ❖ **CLEARLAKE LEVEL AT END OF MONTH: 6.62' RUMSEY GAUGE**

As noted above, flows continue to drop as heat picks up. Process at the plant is beginning to change due to this factor. Proper adjustments are being made as time goes on. All in-house and outsourced lab results are following our WDR. Sludge samples were grabbed to renew the plants' disposal manifest. Results are back. Yolo County Landfill has granted the manifest for the next year. Sludge disposal and processing will begin shortly.

The light project at the waste plant continues. There is good progress. We have now poured 3 Sono tubes where three light poles will be placed (see pic.1,2). The lights located in the carports should be completed and working tomorrow (see pic.3). It will be nice when this project is complete. Telstar was also on site and installed both flow meters that have been down for quite a bit of time (see pic.4). Both meters are working and providing monitoring data needed through SCADA.

Again, thanks to the board and management that provide the needed funds and tools to keep up with an aging system.

Francisco Castro

CPO/Wastewater Plant

Stanley Archacki
President

Michael Herman
Vice President

William McHugh
Director

A. Donald Whittier
Director

VACANT
Director

1.



2.



Stanley Archacki
President

Michael Herman
Vice President

William McHugh
Director

A. Donald Whittier
Director

VACANT
Director



Stanley Archacki
President

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William McHugh
Director

A. Donald Whittier
Director

VACANT
Director

**Clearlake Oaks County Water District
Board of Directors
Board Meeting June 18, 2026**

General Manager's Update

Proposition 218 Rate Study

The Proposition 218 rate increase Public Notice hearing has been continued to August 4th at 10:00 a.m. The District was informed that some property owners may not have received the required notice. To ensure full transparency and provide the public with the benefit of the doubt, it was agreed to continue the meeting.

Portable Hydrant

The agreement proposed by the Fire Department is not acceptable in its current form. It places all responsibility for repairs, liability, and insurance on the District, while also requiring the District to pay an hourly rate for use within our own service area. Should an acceptable agreement be presented, it will be placed on the July agenda for Board consideration.

Main Break

Staff attempted to repair a main break on Island Circle under pressure; however, system pressure dropped below 20 psi. As a result, a boil water notice was issued.

Grant Updates

The MC Engineering contract is included on the agenda for Board approval.

Check for Availability

During a check for service availability on a property currently in escrow, it was discovered that the parcel had 11 water and sewer connections. Approval was given to forfeit 10 of these connections, leaving one active water and sewer connection.

Staffing Update

A Technician II has been hired for the Distribution/Collections Department.

Respectfully Submitted,
Dianna Mann
General Manager



2:51 PM

06/08/26

Accrual Basis

Clearlake Oaks County Water District

Summary Balance Sheet

As of May 31, 2026

	<u>May 31, 26</u>
ASSETS	
Current Assets	
Checking/Savings	931,839.49
Accounts Receivable	204,087.00
Other Current Assets	3,183,196.51
Total Current Assets	<u>4,319,123.00</u>
Fixed Assets	<u>23,021,738.97</u>
TOTAL ASSETS	<u>27,340,861.97</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	137,051.88
Other Current Liabilities	8,009,094.77
Total Current Liabilities	<u>8,146,146.65</u>
Long Term Liabilities	<u>-1,092,168.21</u>
Total Liabilities	<u>7,053,978.44</u>
Equity	<u>20,286,883.53</u>
TOTAL LIABILITIES & EQUITY	<u>27,340,861.97</u>

Clearlake Oaks County Water District

Balance Sheet

As of May 31, 2026

	May 31, 26
ASSETS	
Current Assets	
Checking/Savings	
101.7 · CA Restricted Funds	349,740.13
101.5 · CA CRP PC (California Class)	163,952.27
101.4 · CA CRP Sewer (California Class)	124,475.74
101.3 · CA CRP Water (California Class)	122,828.65
101.2 · CA Sewer Reserves (California Class)	39,642.00
101.1 · CA Water Reserves (California Class)	60,424.83
102.001 · GL - 9122 (Old Acct. # 053420019)	65,658.82
101 · LAIF - CASH IN BANK (CASH IN BANK - LAIF - WAS 1013550)	
CIP Deposits 2014	189,000.00
101 · LAIF - CASH IN BANK (CASH IN BANK - LAIF - WAS 1013550) - Other	-183,971.93
Total 101 · LAIF - CASH IN BANK (CASH IN BANK - LAIF - WAS 1013550)	5,028.07
102.01 · WEST AMERICA - REGULAR CHECKING (WEST AMERICA BANK CHE...	88.98
Total Checking/Savings	931,839.49
Accounts Receivable	
CUSI Accounts Receivable	204,087.00
Total Accounts Receivable	204,087.00
Other Current Assets	
139 · Docufree (Purchasing space on the Cloud xfering hard copies)	41,006.65
116 · DEFERRED OUTFLOW- PENSION	279,080.00
103 · PETTY CASH (PETTY CASH - WAS 1013200)	306.59
104 · COUNTY TREASURY (COUNTY TREASURY - WAS 1013201)	85,208.68
130 · Const In Progress - Studies	
130.98 · WWTP Ph 4 (Engineering and environmental costs prior to grant)	2,420.00
130.97 · Const in Progress - Actiflo Pil (Actiflo Pilot Program)	3,280.00
130.96 · Const in Progress - WWP 2022 (Grant application for WWTP for all...	5,585.00
130.95 · Source Capacity Studygrant prep	18,190.25
130 · Const In Progress - Studies - Other	691,882.44
Total 130 · Const In Progress - Studies	721,357.69
132 · CRP SEWER (CAPITOL IMPROVEMENTS - SEWER - WAS 1199200)	983,511.67
135 · CRP WATER (CAPITOL IMPROVEMENTS - WATER - WAS 1199100)	249,148.33
114 · ACCOUNTS RECEIVABLE. (ACCOUNTS RECEIVABLE - WAS 1097010)	810,005.90
115 · PRE-PAID INSURANCE (PRE-PAID INSURANCE - WAS 1097840)	13,571.00
Total Other Current Assets	3,183,196.51
Total Current Assets	4,319,123.00
Fixed Assets	
136 · CUSI Software (All expenses related to billing software)	39,127.80
138 · USDA Water Improvements	8,461,059.57
128 · Sewer Infstrcture & Rehab Proj (Phase 1 was the installation of the Force ...	3,890,219.87
121 · Wtr Dist & Wtr Storage Projects (Replacement or installation of water distri...	
121.1 · Sidewalk Project - District Exp	115,500.66
121 · Wtr Dist & Wtr Storage Projects (Replacement or installation of water di...	279,432.11
Total 121 · Wtr Dist & Wtr Storage Projects (Replacement or installation of water ...	394,932.77
131 · Waste Water Plant	
131.2 · Outside Lighting Project (Outside lighting project that was awarded a ...	7,217.03
131.1 · Pumps/Equipment	212,362.29
131 · Waste Water Plant - Other	230,059.50
Total 131 · Waste Water Plant	449,638.82
126 · Forcemain (phase 1) Cap. Imprv.	1,233,797.22
123 · USDA - Sewer Plant Cap Imprvmt	4,265,559.43
USDA Project	-523,819.00

Clearlake Oaks County Water District Balance Sheet As of May 31, 2026

	May 31, 26
127 · Water Plant	
127.8 · Water Intake Pump Extension	-129,223.00
127.7 · Ozone System	38,629.36
127.6 · Swan AMI Turbiwell Monitor	25,079.10
127.5 · A/C installation for Filter Rm	750.00
127.4 · PH System	9,959.72
127.2 · Harvy Vault Chlor Inject Proj	1,408.61
127.1 · Major Equipment	396,250.39
127 · Water Plant - Other	239,426.30
Total 127 · Water Plant	582,280.48
120 · District General CRP (EQUIPMENT - WAS 1011181)	
120.01 · General Equipment/Tools (GENERAL EQUIPMENT - WATER - WAS 10...	1,922,818.13
120.60 · Office (OFFICE EQUIPMENT - WAS 1011192)	27,331.49
120.75 · SCADA	57,712.60
120.90 · Vehicles/Generators/Trailers	982,782.79
120 · District General CRP (EQUIPMENT - WAS 1011181) - Other	95,883.57
Total 120 · District General CRP (EQUIPMENT - WAS 1011181)	3,086,528.58
122 · Bldgs/Grounds Cap Improvements	8,555,370.46
124 · D/C System Cap Improvements (COLLECTION SYSTEM - SEWER - WAS 10...	
124.2 · GIS Online Mapping System	8,277.92
124.30 · Lift Stations	
124.31 · Lift Station 7 Bypass	66,042.23
124.30 · Lift Stations - Other	60,599.80
Total 124.30 · Lift Stations	126,642.03
124.50 · Mains	28,694.24
124.60 · Meters	10,000.34
124.90 · Water Tanks	40,615.04
124 · D/C System Cap Improvements (COLLECTION SYSTEM - SEWER - WAS ...	3,152,007.02
Total 124 · D/C System Cap Improvements (COLLECTION SYSTEM - SEWER - W...	3,366,236.59
125 · Land - Dist. Cap. Improvements	299,770.00
129 · ALLOW. FOR DEPRECIATION	-11,078,963.62
Total Fixed Assets	23,021,738.97
TOTAL ASSETS	27,340,861.97
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
200 · ACCOUNTS PAYABLE (ACCOUNTS PAYABLE - WAS 2097200)	137,051.88
Total Accounts Payable	137,051.88
Other Current Liabilities	
800 · Bulk Water Deposit	2,025.00
Annual Depreciation	249,035.55
224 · USDA Retainage	241,508.65
223.56 · FEDERAL PAYROLL TAX PENALTY (Failure to make a federal tax ...	-5,317.55
280 · Loan	
280.20 · Crane Truck	-61,978.58
280.04 · 2021 Water Truck	10,273.13
280.15 · USDA Water Improvement Project (USDA Wtr Improvement Proj...	4,575,000.00
280.02 · KS State Bank - 2019 Vac-Con	-544.49
280.12 · USDA Loan for Sewer Clarifier	2,890,172.41
Total 280 · Loan	7,412,922.47
221 · Health Ins - EE Portion	24,708.74
222 · Direct Deposit Liabilities (Direct Deposit Liabilities)	20,551.59
223.15 · GARNISHMENTS (GARNISHMENT MAIN - NEW GL)	

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06/08/26

Accrual Basis

Clearlake Oaks County Water District

Balance Sheet

As of May 31, 2026

	<u>May 31, 26</u>
223.16 · GARNISHMENT - COURT DEBT ORDER (GARNISHMENT - COU...	-134.76
223.17 · GARNISHMENT - LAKE CO SHERIFF (GARNISHMENT - LAKE C...	25,223.32
223.15 · GARNISHMENTS (GARNISHMENT MAIN - NEW GL) - Other	-24,087.17
Total 223.15 · GARNISHMENTS (GARNISHMENT MAIN - NEW GL)	1,001.39
223.55 · FEDERAL PAYROLL TAX WITHHOLDING (FEDERAL PAYROLL TA...	-1,050.73
223.60 · STATE PAYROLL TAX WITHHOLDING (STATE PAYROLL TAX WIT...	-386.77
223.65 · STATE DISABILITY PAYABLE (STATE DISABILITY PAYABLE - WAS...	-1.00
223.75 · PAYROLL DEDUCTION - INS CO-PAY (PAYROLL DEDUCTION - IN...	-42,727.01
223.80 · GASB 68 Pension (- WAS 2097190)	26,313.00
223.85 · MISC DEDUCTIONS PAYABLE (MISC DEDUCTIONS PAYABLE - W...	12,382.96
223.90 · COMPENSATED EMPLOYEE BENEFITS (COMPENSATED EMPLOY...	86,839.02
24000 · Payroll Liabilities (Unpaid payroll liabilities. Amounts withheld or a...	-18,710.54
Total Other Current Liabilities	8,009,094.77
Total Current Liabilities	8,146,146.65
Long Term Liabilities	
228 · FEMA Interest on Overpaymnt/Pen	723,804.35
227 · FEMA Overpayment/Penalties	-2,167,963.15
295 · NET PENSION LIABILITY	723,163.00
225 · USDA Payment - Sewer Clarifier	-371,172.41
Total Long Term Liabilities	-1,092,168.21
Total Liabilities	7,053,978.44
Equity	
302 · RETAINED EARNINGS (RETAINED EARNINGS - WAS 3030300)	3,334,114.80
304 · Opening Balance Equity (Opening balances during setup post to this acco...	-584,283.24
306 · Retained Earnings - OLD (Undistributed earnings of the corporation - END...	17,324,535.23
Net Income	212,516.74
Total Equity	20,286,883.53
TOTAL LIABILITIES & EQUITY	27,340,861.97

1:00 PM

Clearlake Oaks County Water District

06/08/26

Profit and Loss

Accrual Basis

July 2025 through May 2026

	Admin (GL)	Sewer (GL)	Water (GL)	Total GL	TOTAL
Ordinary Income/Expense					
Income					
Income					
445 · Bulk Water	0.00	0.00	1,274.00	1,274.00	1,274.00
410 · Client Reg Pmt	0.00	1,080,495.84	1,402,931.89	2,483,427.73	2,483,427.73
420 · Connection Fees	0.00	10,423.50	10,423.50	20,847.00	20,847.00
430 · Penalty & Interest	0.00	25,797.33	29,983.18	55,780.51	55,780.51
440 · County Treasure/Tax Roll	0.00	149,655.97	149,655.99	299,311.96	299,311.96
450 · Non S/W Rev - ATT Cell Lease	0.00	18,351.64	18,352.36	36,704.00	36,704.00
Total Income	<u>0.00</u>	<u>1,284,724.28</u>	<u>1,612,620.92</u>	<u>2,897,345.20</u>	<u>2,897,345.20</u>
Total Income	<u>0.00</u>	<u>1,284,724.28</u>	<u>1,612,620.92</u>	<u>2,897,345.20</u>	<u>2,897,345.20</u>
Gross Profit	0.00	1,284,724.28	1,612,620.92	2,897,345.20	2,897,345.20
Expense					
Salaries & EE Benefits					
505 · Salaries & Wages	397,235.68	376,634.01	232,909.20	1,006,778.89	1,006,778.89
520 · FICA - District Share	29,890.77	28,045.99	17,424.45	75,361.21	75,361.21
530 · Med/Life Insurance- Dist Share	67,510.41	74,765.13	35,934.45	178,209.99	178,209.99
540 · PERS - District Share	132,853.05	27,002.07	12,492.90	172,348.02	172,348.02
550 · Unemployment	14,896.34	0.00	0.00	14,896.34	14,896.34
560 · Workers Comp Ins	3,865.87	5,617.06	6,308.51	15,791.44	15,791.44
Total Salaries & EE Benefits	<u>646,252.12</u>	<u>512,064.26</u>	<u>305,069.51</u>	<u>1,463,385.89</u>	<u>1,463,385.89</u>
Services & Supplies					
605 · Advertising	508.64	0.00	0.00	508.64	508.64
610 · Bank Fees	40,556.51	0.00	0.00	40,556.51	40,556.51
620 · Communications & Internet	7,526.98	9,384.81	13,477.12	30,388.91	30,388.91
622 · Board Exp	1,579.84	0.00	0.00	1,579.84	1,579.84
640 · Fuel & Oil	0.00	4,999.04	4,999.17	9,998.21	9,998.21
645 · Insurance	0.00	75,490.93	75,490.94	150,981.87	150,981.87
650 · Interest	0.00	0.00	0.00	0.00	0.00
657 · Lab	0.00	22,458.60	25,217.84	47,676.44	47,676.44
660 · Memberships & Subscription	26,322.51	47,375.38	35,339.55	109,037.44	109,037.44
670 · Postage & Shipping	27,594.35	0.00	0.00	27,594.35	27,594.35
675 · Professional Services	41,202.34	21,036.28	20,352.64	82,591.26	82,591.26
685 · Rents	13,729.93	0.00	0.00	13,729.93	13,729.93
690 · Safety & Security	743.42	6,277.79	4,803.87	11,825.08	11,825.08
700 · Tools & Instruments	0.00	1,336.79	-149.37	1,187.42	1,187.42
703 · Supplies - Clothing & Personal	1,382.69	2,287.10	1,813.94	5,483.73	5,483.73
705 · Supplies - Office	4,899.78	1,336.93	1,293.99	7,530.70	7,530.70
715 · Supplies-Chemicals-Operating	0.00	46,491.62	130,102.42	176,594.04	176,594.04
720 · Supplies - Inventory - Other	0.00	32,249.69	2,753.38	35,003.07	35,003.07
735 · Training/Classes/Certs/ClassB	4,634.31	1,869.53	1,140.56	7,644.40	7,644.40
745 · Travel / Lodging	1,640.42	0.00	11.03	1,651.45	1,651.45
750 · Utilities	6,068.07	216,670.70	219,839.67	442,578.44	442,578.44
760 · Waste Disposal	693.52	25,364.48	4,182.83	30,240.83	30,240.83
795 · Yolo Co	0.00	0.00	33,496.25	33,496.25	33,496.25
799 · Team Building	3,130.56	0.00	0.00	3,130.56	3,130.56
Total Services & Supplies	<u>182,213.87</u>	<u>514,629.67</u>	<u>574,165.83</u>	<u>1,271,009.37</u>	<u>1,271,009.37</u>
Repairs & Replacement					
810 · R&R Buildings & Grounds	2,231.14	858.60	1,021.22	4,110.96	4,110.96
Total Repairs & Replacement	<u>2,231.14</u>	<u>858.60</u>	<u>1,021.22</u>	<u>4,110.96</u>	<u>4,110.96</u>
Total Expense	<u>830,697.13</u>	<u>1,027,552.53</u>	<u>880,256.56</u>	<u>2,738,506.22</u>	<u>2,738,506.22</u>
Net Ordinary Income	<u>-830,697.13</u>	<u>257,171.75</u>	<u>732,364.36</u>	<u>158,838.98</u>	<u>158,838.98</u>
Net Income	<u>-830,697.13</u>	<u>257,171.75</u>	<u>732,364.36</u>	<u>158,838.98</u>	<u>158,838.98</u>

**CLO Water and Wastewater District
PROJECTED BUDGET 2025-2026**

As of June 2026 Summary	<u>WATER</u>				<u>WASTEWATER</u>			
	Budget		Actual YTD		Budget		Actual YTD	
	Annual	YTD	Amount	%	Annual	YTD	Amount	%
Total Operating Revenue	1,431,320	1,312,043	1,612,621	113%	1,279,260	1,172,655	1,284,725	100%
Total Operating Expenses	1,441,392	1,321,276	1,295,606	90%	1,468,797	1,346,398	1,442,903	98%
Operating Balance (loss)	(10,072)	(9,233)	317,015		(189,537)	(173,743)	(158,178)	
420 Connection Fees	10,000	9,167	10,424	104%	10,000	9,167	10,424	104%
445 Bulk Water Sales	30,000		1,274					
450 Non S/W Rev - ATT Cell Lease	55,000	50,417	18,352		55,000	50,417	18,352	
440 Non S/W Rev - County Treasury	100,000	91,667	149,656	150%	165,000	151,250	149,656	91%
Reserves	50,000	45,833	-	0%	25,000	22,917		0%
Net Change In Net Position (loss)	134,928	96,184	495,447		15,463	14,174	20,254	

Current Revenue Notes:

450 - Other - Non S/W Rev: ATT Lease and Tax Roll

Past Revenue Notes

General Ledger	\$65,998.65
District CRP	\$227,304.39
Paradise Cove CRP	\$163,952.27
Water Reserves	\$60,424.83
Sewer Reserves	\$39,642.00
CA Class Restricted Funds	\$349,740.13
LAIF Account	\$5,028.07
Total	\$912,090.34

As of June 2026 Operating Revenue	<u>WATER</u>				<u>WASTEWATER</u>			
	Budget		Actual YTD		Budget		Actual YTD	
	Annual	YTD	Amount	%	Annual	YTD	Amount	%
410 Client Reg Pmt	1,398,320	1,281,793	1,402,932	100%	1,242,960	1,139,380	1,080,496	87%
430 Penalty & Interest	33,000	30,250	29,983	91%	36,300	33,275	25,797	71%
				0%				0%
Total Revenue >	1,431,320	1,312,043	1,432,915	100%	1,279,260	1,172,655	1,106,293	86%

As of June 2026 Operating Expenses	Budget				Actual			
	Budget		Actual		Budget		Actual	
	Annual	YTD	YTD	%	Annual	YTD	YTD	% Spent
505 Salaries & Wages	451,920	414,260	431,527	95%	592,647	543,259	575,252	97%
520 FICA - District Share	36,678	33,621	32,370	88%	49,284	45,177	42,992	87%
530 Medical Ins - District Share	70,778	64,880	69,689	98%	126,869	116,297	108,520	86%
540 CalPERS - District Share	89,500	82,042	78,920	88%	104,951	96,205	93,429	89%
550 Unemployment	5,000	4,583	7,448	149%	5,000	4,583	7,448	149%
560 Workmans Compensation	29,773	27,292	8,242	28%	31,908	29,249	7,550	24%
Salaries and Employee Benefits >	683,650	626,679	628,195	92%	910,659	834,771	835,190	92%

605 Advertising	200	183	255	127%	200	183	255	127%
610 Bank Fees	21,790	19,974	20,279	93%	21,780	19,965	20,279	93%
620 Communications & Internet	19,000	17,417	17,241	91%	19,000	17,417	13,149	69%
622 Board Exp	3,500	3,208	790	23%	3,500	3,208	790	23%
625 Equip - Field <\$4,000.00	2,500	2,292	-	0%	4,000	3,667	-	0%
630 Equip - Office	2,000	1,833	-	0%	2,500	2,292	-	0%
640 Fuel & Oil	18,408	16,874	4,999	27%	15,708	14,399	4,999	32%
645 Insurance	44,100	40,425	75,491	171%	44,000	40,333	75,491	172%
650 Interest	2,000	1,833	-	0%	2,000	1,833	-	0%
657 Lab	22,200	20,350	25,218	114%	20,500	18,792	22,459	110%

660	Memberships/Subscriptions/Lice	46,000	42,167	48,502	105%	56,000	51,333	60,537	108%
665	Mileage Reimb	500	458	-	0%	250	229	-	0%
670	Postage & Shipping	13,000	11,917	13,797	106%	13,000	11,917	13,797	106%
675	Professional Services	30,000	27,500	40,954	137%	25,000	22,917	41,637	167%
685	Rents	7,500	6,875	6,865	92%	7,500	6,875	6,865	92%
690	Safety & Security	5,250	4,813	5,176	99%	8,750	8,021	6,650	76%
700	Tools & Instruments	3,700	3,392	(149)	-4%	2,500	2,292	1,337	53%
703	Apparel	3,600	3,300	2,506	70%	3,400	3,117	2,979	88%
705	Supplies - Office	4,000	3,667	3,744	94%	4,000	3,667	3,787	95%
715	Treatment Chemicals	125,250	114,813	130,102	104%	55,000	50,417	46,492	85%
720	Supplies - Operating - Other	5,000	4,583	2,753	55%	30,000	27,500	32,250	108%
730	Taxes - Licenses	0	0	-	0%	0	0	-	0%
735	Training	3,750	3,438	3,458	92%	2,750	2,521	4,187	152%
745	Travel	2,000	1,833	831	42%	1,750	1,604	820	47%
750	Utilities	285,394	261,611	222,874	78%	153,770	140,956	219,705	143%
760	Waste Disposal	15,350	14,071	4,530	30%	56,030	51,361	25,711	46%
795	Yolo Co	61,000	55,917	33,496	55%				
799	Misc	1,750	1,604	1,566	0%	1,750	1,604	1,566	0%
	Services and Supplies >	748,742	686,347	665,275	89%	554,638	508,418	605,739	109%
	Repairs & Replacement								
810	R&R Buildings & Grounds	6,000	5,500	2,137	36%	3,500	3,208	1,975	56%
815	R&R Damage Claims	0	0	-	0%	-	-	-	0%
820	R&R Lift Stations	-	-	-	0%	-	-	-	0%
830	R&R Equipment	0	0	-	0%	0	0	-	0%
832	R&R Mains/Service Lines	-	-	-	0%	-	-	-	0%
840	R&R Vehicles	3,000	2,750	-	0%	-	-	-	0%
	Repairs & Replacement >	9,000	8,250	2,137	24%	3,500	3,208	1,975	56%
	Total Expenses >	1,441,392	1,321,276	1,295,606	90%	1,468,797	1,346,398	1,442,903	98%

11	Administration Budget Variance Report July 1, 2025 through June 30, 2026			Target % >	91.7%	GL ADMIN
As of June 2026		2024-2025 Budget		Actual	%	Total
Expenses		Annual	YTD	YTD	Spent	Remaining
505	Salaries & Wages	440,484	403,777	397,236	90.2%	43,248
520	FICA - District Share	34,820	31,919	29,891	85.8%	4,929
530	Medical Ins - District Share	60,426	55,391	67,510	111.7%	(7,084)
540	CalPERS-Dist Share (Unfunded Liab \$116,616)	148,067	135,728	132,853	89.7%	15,214
550	Unemployment	10,000	9,167	14,896	149.0%	(4,896)
560	Workers Comp Ins	8,609	7,892	3,866	44.9%	4,743
Salaries and Employee Benefits >		702,407	643,873	646,252	92.0%	56,155
605	Advertising	400	367	509	127.3%	(109)
610	Bank Fees	43,560	39,930	40,557	93.1%	3,003
620	Communications & Internet	7,000	6,417	7,527	107.5%	(527)
622	Board	7,000	6,417	1,580	22.6%	5,420
625	Equip - Field <\$4,999.00	0	0	0	0.0%	0
630	Equip - Office	3,000	2,750	0	0.0%	3,000
640	Fuel & Oil	0	0	0	0.0%	0
645	Insurance	0	0	-	0.0%	0
650	Interest	0	0	0	0.0%	0
657	Outsource Lab / Internal Lab	0	0	0	0.0%	0
660	Memberships/Subscriptions/licenses	22,000	20,167	26,323	119.7%	(4,323)
670	Postage & Shipping	26,000	23,833	27,594	106.1%	(1,594)
675	Professional Services (Legal, IT)	40,000	36,667	41,202	103.0%	(1,202)
685	Rents	15,000	13,750	13,730	91.5%	1,270
690	Safety & Security	1,500	1,375	743	49.5%	757
700	Tools & Instruments	0	0	0	0.0%	0
703	Apparel	1,200	1,100	1,383	115.3%	(183)
705	Supplies - Office	6,000	5,500	4,900	81.7%	1,100
715	Treatment Chemicals	0	0	0	0.0%	0
720	Supplies - Operating - Other	0	0	0	0.0%	0
735	Training, Certifications	3,500	3,208	4,634	132.4%	(1,134)
745	Travel	3,000	2,750	1,640	54.7%	1,360
750	Utilities	7,540	6,912	6,068	80.5%	1,472
760	Waste Disposal	700	642	694	99.1%	6
795	Yolo Co	0	0	0	0.0%	0
799	Team Building	3,500	3,208	3,131	89.5%	369
Services and Supplies >		190,900	174,992	182,215	95.5%	8,685
Repairs & Replacement						
810	R&R Buildings & Grounds	2,000	1,833	2,231	111.6%	(231)
815	R & R Damage Claims	0	0	0	0.0%	0
820	R&R Lift Stations	-	-	0	0.0%	-
830	R&R Equipment	0	0	0	0.0%	0
832	R&R Mains/Service Lines	0	0	0	0.0%	0
840	R&R Vehicles	0	0	0	0.0%	0
Repairs & Replacement >		2,000	1,833	2,231	111.5%	(231)
Total Expenses >		895,307	820,698	830,698	92.8%	64,609

11 Wastewater Budget Variance Report July 1, 2025 through June 30, 2026		2024-2025 Budget		Actual	Target % > 91.7%	GL WASTEWATER
As of June 2026					%	Total
Expenses	Annual	YTD	YTD	Spent		Remaining
505 Salaries & Wages	372,405	341,371	376,634	101.1%		(4,229)
520 FICA - District Share	31,874	29,218	28,046	88.0%		3,828
530 Medical Ins - District Share	96,656	88,601	74,765	77.4%		21,891
540 CalPERS - District Share	30,918	28,341	27,002	87.3%		3,916
550 Unemployment	0	0		0.0%		0
560 Workmans Compensation	27,604	25,303	5,617	20.3%		21,987
Salaries and Employee Benefits >	559,456	512,835	512,064	91.5%		47,392
605 Advertising	0	0		0.0%		0
610 Bank Fees	0	0		0.0%		0
620 Communications & Internet	13,000	11,917	9,385	72.2%		3,615
622 Board	0	0		0.0%		0
625 Equip - Field <\$4,999.00	1,500	1,375		0.0%		1,500
630 Equip - Office	1,000	917		0.0%		1,000
640 Fuel & Oil	7,500	6,875	4,999	66.7%		2,501
645 Insurance	44,000	40,333	75,491	171.6%		(31,491)
650 Interest	0	0		0.0%		0
657 Outsource Lab / Internal Lab	20,500	18,792	22,459	109.6%		(1,959)
660 Memberships/Subscriptions/Permits	45,000	41,250	47,375	105.3%		(2,375)
665 Mileage Reimb	250	229		0.0%		250
670 Postage & Shipping	0	0		0.0%		0
675 Professional Services (SCADA)	5,000	4,583	21,036	420.7%		(16,036)
685 Rents	0	0		0.0%		0
690 Safety & Security	8,000	7,333	6,278	78.5%		1,722
700 Tools & Instruments	2,500	2,292	1,337	53.5%		1,163
703 Apparel	2,800	2,567	2,287	81.7%		513
705 Supplies - Office	1,000	917	1,337	133.7%		(337)
715 Treatment Chemicals	55,000	50,417	46,492	84.5%		8,508
720 Supplies-Operating-Other-Titan Tubes	30,000	27,500	32,250	107.5%		(2,250)
730 Vacant	-	-				-
735 Training, Certifications	1,000	917	1,870	187.0%		(870)
745 Travel	250	229		0.0%		250
750 Utilities	150,000	137,500	216,671	144.4%		(66,671)
760 Waste Disposal	55,680	51,040	25,364	45.6%		30,316
795 Yolo Co	0	0		0.0%		0
798 Customer Refund						
799.1 Team Building						
Services and Supplies >	443,980	406,982	514,631	115.9%		(70,651)
Repairs & Replacement						
810 R&R Buildings & Grounds	2,500	2,292	859	34.4%		1,641
815 R&R Damage Claims	0	0		0.0%		0
820 R&R Lift Stations	0	0		0.0%		0
830 R&R Equipment	0	0		0.0%		0
832 R&R Mains/Service Lines	0	0	-	0.0%		-
840 R&R Vehicles	-	-		0.0%		-
	-	-		0.0%		-
Repairs & Replacement >	2,500	2,292	859	34.4%		1,641
Total Expenses >	1,005,936	922,108	1,027,554	102.1%		(21,618)
Expense Notes						
675 Monthly billing for IT services						
645 Liab Ins increased 40K due to possible litigation						

11 Water Budget Variance Report July 1, 2025 through June 30, 2026				Target % >	91.7%	GL WATER
As of June 2026		2024-2025 Budget		Actual	%	Total
Expenses		Annual	YTD	YTD	Spent	Remaining
505	Salaries & Wages	231,678	212,372	232,909	100.5%	(1,231)
520	FICA - District Share	19,267	17,662	17,424	90.4%	1,843
530	Medical Ins - District Share	40,565	37,184	35,934	88.6%	4,631
540	CalPERS - District Share	15,467	14,178	12,493	80.8%	2,974
550	Unemployment	0	0		0.0%	0
560	Workmans Compensation	25,469	23,346	6,309	24.8%	19,160
Salaries and Employee Benefits >		332,446	304,743	305,069	91.8%	27,377
605	Advertising	0	0		0.0%	0
610	Bank Fees	0	0		0.0%	0
620	Communications & Internet	13,000	11,917	13,477	103.7%	(477)
622	Board Exp	0	0		0.0%	0
625	Equip - Field <\$4,999.00	0	0		0.0%	0
630	Equip - Office	500	458		0.0%	500
640	Fuel & Oil	10,200	9,350	4,999	49.0%	5,201
645	Insurance	44,100	40,425	75,491	171.2%	(31,391)
650	Interest	0	0		0.0%	0
657	Outside Lab / Internal Lab	22,200	20,350	25,218	113.6%	(3,018)
660	Memberships/Subscriptions/Permits	35,000	32,083	35,340	101.0%	(340)
665	Mileage Reimb	500	458		0.0%	500
670	Postage & Shipping	0	0		0.0%	0
675	Professional Services (SCADA, Mtce Prog)	10,000	9,167	20,353	203.5%	(10,353)
685	Rents	0	0		0.0%	0
690	Safety & Security (includes boots)	4,500	4,125	4,804	106.8%	(304)
700	Tools & Instruments	3,700	3,392	(149)	-4.0%	3,849
703	Apparel	3,000	2,750	1,814	60.5%	1,186
705	Supplies - Office	1,000	917	1,294	129.4%	(294)
715	Treatment Chemicals	125,250	114,813	130,102	103.9%	(4,852)
720	Supplies - Operating - Other	5,000	4,583	2,753	55.1%	2,247
730	Vacant	0	0		0.0%	0
735	Training, Certifications	2,000	1,833	1,141	57.1%	859
745	Travel	500	458	11	2.2%	489
750	Utilities	281,624	258,155	219,840	78.1%	61,784
760	Waste Disposal	15,000	13,750	4,183	27.9%	10,817
795	Yolo Co	61,000	55,917	33,496	54.9%	27,504
798	Customer Refund					
799	Team Building	0	0		0.0%	0
Services and Supplies >		638,074	584,901	574,167	90.0%	63,907
Repairs & Replacement						
810	R&R Buildings & Grounds	5,000	4,583	1,021	20.4%	3,979
815	R & R Damage Claims	0	0		0.0%	0
820	R&R Lift Stations	0	0		0.0%	0
830	R&R Equipment	0	0		0.0%	0
832	R&R Mains	0	0		0.0%	-
840	R&R Vehicles	3,000	2,750		0.0%	3,000
Repairs & Replacement >		8,000	7,333	1,021	12.8%	6,979
Total Expenses >		978,521	896,977	880,257	90.0%	98,264

505 PTO Cash out

675 CCCP cost that will be reimbursed by MC through grant

675 Monthly billing for IT services

645 Liab Ins increased 40K due to possible litigation

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06/08/26

Accrual Basis

Clearlake Oaks County Water District

CRP/CIP Profit and Loss

July 2025 through May 2026

	PC (CRP)	Water (CRP)	Sewer (CRP)	Total CRP	TOTAL
Ordinary Income/Expense					
Income					
Income					
425 · CRP (Capital Replacment Plan)	17,819.97	437,873.44	510,849.33	966,542.74	966,542.74
430 · Penalty & Interest	398.87	11,489.77	13,674.51	25,563.15	25,563.15
450 · Non S/W Rev - ATT Cell Lease	0.00	7.50	7.50	15.00	15.00
Total Income	<u>18,218.84</u>	<u>449,370.71</u>	<u>524,531.34</u>	<u>992,120.89</u>	<u>992,120.89</u>
Total Income	<u>18,218.84</u>	<u>449,370.71</u>	<u>524,531.34</u>	<u>992,120.89</u>	<u>992,120.89</u>
Gross Profit	<u>18,218.84</u>	<u>449,370.71</u>	<u>524,531.34</u>	<u>992,120.89</u>	<u>992,120.89</u>
Expense					
Salaries & EE Benefits					
505 · Salaries & Wages	0.00	234,145.51	206,588.75	440,734.26	440,734.26
520 · FICA - District Share	0.00	17,676.30	16,009.33	33,685.63	33,685.63
530 · Med/Life Insurance- Dist Share	0.00	22,768.34	33,336.08	56,104.42	56,104.42
540 · PERS - District Share	0.00	10,126.73	11,615.93	21,742.66	21,742.66
560 · Workers Comp Ins	0.00	8,854.92	10,963.59	19,818.51	19,818.51
Total Salaries & EE Benefits	<u>0.00</u>	<u>293,571.80</u>	<u>278,513.68</u>	<u>572,085.48</u>	<u>572,085.48</u>
Services & Supplies					
640 · Fuel & Oil	0.00	14,941.16	14,941.12	29,882.28	29,882.28
650 · Interest	0.00	3,910.72	3,910.58	7,821.30	7,821.30
657 · Lab	0.00	2,520.00	0.00	2,520.00	2,520.00
690 · Safety & Security	0.00	5,518.98	7,370.65	12,889.63	12,889.63
700 · Tools & Instruments	0.00	2,545.72	2,370.09	4,915.81	4,915.81
703 · Supplies - Clothing & Personal	0.00	1,777.71	1,777.69	3,555.40	3,555.40
705 · Supplies - Office	0.00	56.30	56.29	112.59	112.59
720 · Supplies - Inventory - Other	0.00	2,242.55	2,530.38	4,772.93	4,772.93
735 · Training/Classes/Certs/ClassB	0.00	1,084.43	1,152.49	2,236.92	2,236.92
745 · Travel / Lodging	0.00	92.99	92.96	185.95	185.95
Total Services & Supplies	<u>0.00</u>	<u>34,690.56</u>	<u>34,202.25</u>	<u>68,892.81</u>	<u>68,892.81</u>
Repairs & Replacement					
810 · R&R Buildings & Grounds	0.00	2,250.57	38.85	2,289.42	2,289.42
820 · R&R Lift Stations	0.00	0.00	15,747.84	15,747.84	15,747.84
830 · R&R Equipment					
830.1 · Hydrants	0.00	6,999.73	0.00	6,999.73	6,999.73
830 · R&R Equipment - Other	0.00	49,768.13	56,152.23	105,920.36	105,920.36
Total 830 · R&R Equipment	<u>0.00</u>	<u>56,767.86</u>	<u>56,152.23</u>	<u>112,920.09</u>	<u>112,920.09</u>
832 · R&R Mains and Sewer Lines	0.00	23,147.51	5,465.83	28,613.34	28,613.34
840 · R&R Vehicles	0.00	13,320.16	13,409.77	26,729.93	26,729.93
Total Repairs & Replacement	<u>0.00</u>	<u>95,486.10</u>	<u>90,814.52</u>	<u>186,300.62</u>	<u>186,300.62</u>
Total Expense	<u>0.00</u>	<u>423,748.46</u>	<u>403,530.45</u>	<u>827,278.91</u>	<u>827,278.91</u>
Net Ordinary Income	<u>18,218.84</u>	<u>25,622.25</u>	<u>121,000.89</u>	<u>164,841.98</u>	<u>164,841.98</u>
Net Income	<u><u>18,218.84</u></u>	<u><u>25,622.25</u></u>	<u><u>121,000.89</u></u>	<u><u>164,841.98</u></u>	<u><u>164,841.98</u></u>

Clearlake Oaks Co Water District
Budget Variance Report July 1, 2025 through June 30, 2026

11

Target % > **91.7%** CRP-PC

As of June 2026

Summary	Budget Annual	YTD		Actual YTD		Total Remaining
		Amount	%	Amount	%	
PC CRP Revenue	19,536	17,908	18,219	93.3%	0%	
PC CRP Expenses	0	0	-	0.0%	0%	
Expenses		2024-2025 Budget Annual	YTD	Actual YTD	% Spent	Total Remaining
605	Advertising	-	-	-	0.0%	-
610	Bank Fees	-	-	-	0.0%	-
620	Communications & Internet	-	-	-	0.0%	-
622	Board	-	-	-	0.0%	-
625	Equip - Field <\$4,999.00	-	-	-	0.0%	-
630	Equip - Office	-	-	-	0.0%	-
640	Fuel & Oil	-	-	-	0.0%	-
645	Insurance	-	-	-	0.0%	-
650	Interest	-	-	-	0.0%	-
657	Outsource Lab / Internal Lab	-	-	-	0.0%	-
660	Memberships & Subscriptions	-	-	-	0.0%	-
665	Mileage Reimb	-	-	-	0.0%	-
670	Postage & Shipping	-	-	-	0.0%	-
675	Professional Services (SCADA)	-	-	-	0.0%	-
685	Rents	-	-	-	0.0%	-
690	Safety & Security	-	-	-	0.0%	-
700	Tools & Instruments	-	-	-	0.0%	-
703	Apparel	-	-	-	0.0%	-
705	Supplies - Office	-	-	-	0.0%	-
715	Treatment Chemicals	-	-	-	0.0%	-
720	Supplies - Operating - Other	-	-	-	0.0%	-
730	Vacant	-	-	-	0.0%	-
735	Training, Certifications	-	-	-	0.0%	-
745	Travel / Lodging	-	-	-	0.0%	-
750	Utilities	-	-	-	0.0%	-
760	Waste Disposal	-	-	-	0.0%	-
795	Yolo Co	-	-	-	0.0%	-
799	Team Building	0	0	-	0.0%	0
Services and Supplies >		0	0	-	0.0%	0
Repairs & Replacement						
810	R&R Buildings & Grounds	-	-	-	0.0%	-
815	R&R Damage Claims	0	0	-	0.0%	0
820	R&R Lift Stations	-	-	-	0.0%	-
830	R&R Equipment	-	-	-	0.0%	-
832	R&R Mains/Laterals	-	-	-	0.0%	-
840	R&R Vehicles	-	-	-	0.0%	-
Repairs & Replacement >		0	0	-	0.0%	0
Total Expenses >		0	0	-	0.0%	0

Budget Variance Report July 1, 2025 through June 30, 2026

11

Target % > 91.7% CRP-WATER

As of June 2026 Summary		WATER - CRP			Actual YTD	
		Budget Annual	YTD		Amount	%
WATER CRP Revenue		486,563	446,016	449,371	92.4%	0%
WATER CRP Expenses		483,872	443,549	423,750	87.6%	0%
Operating Balance		2,691	2,467	25,621		
Expenses		2020-2021 Annual	Budget YTD	Actual YTD	% Spent	Total Remaining
505	Salaries & Wages	237,898	218,074	234,146	98.4%	3,752
520	FICA - District Share	19,526	17,899	17,676	90.5%	1,850
530	Medical Ins - District Share	34,186	31,337	22,768	66.6%	11,418
540	CalPERS - District Share	16,298	14,940	10,127	62.1%	6,171
550	Unemployment	0	0	0	0.0%	0
560	Workmans Compensation	21,697	19,889	8,855	40.8%	12,842
Salaries and Employee Benefits >		329,606	302,139	293,572	89.1%	36,034
605	Advertising	0	0	-	0.0%	0
610	Bank Fees	0	0	-	0.0%	0
620	Communications & Internet	3,500	3,208	-	0.0%	3,500
622	Board	0	0	-	0.0%	0
625	Equip - Field <\$4,999.00	1,250	1,146	-	0.0%	1,250
630	Equip - Office	-	-	-	-	-
640	Fuel & Oil	16,416	15,048	14,941	91.0%	1,475
645	Insurance	0	0	-	0.0%	0
650	Interest	6,000	5,500	3,911	65.2%	2,089
657	Outsource Lab / Internal Lab	5,000	4,583	2,520	50.4%	2,480
660	Memberships/Subscriptions/Licenses	0	0	-	0.0%	0
665	Mileage Reimb	0	0	-	0.0%	0
670	Postage & Shipping	0	0	-	0.0%	0
675	Professional Services Leak Chk	-	-	-	0.0%	-
685	Rents	0	0	-	0.0%	0
690	Safety & Security	5,000	4,583	5,519	110.4%	(519)
700	Tools & Instruments	2,000	1,833	2,546	127.3%	(546)
703	Apparel	2,000	1,833	1,778	88.9%	222
705	Supplies - Office	-	-	56	0.0%	(56)
715	Treatment Chemicals	0	0	-	0.0%	0
720	Supplies - Operating - Other	6,600	6,050	2,243	34.0%	4,357
735	Training, Certifications	500	458	1,084	216.8%	(584)
745	Travel	-	-	93	0.0%	(93)
750	Utilities	0	0	-	0.0%	0
760	Waste Disposal	0	0	-	0.0%	0
795	Yolo Co	0	0	-	0.0%	0
799	Team Building	0	0	-	0.0%	0
Services and Supplies >		48,266	44,244	34,691	71.9%	13,575
Repairs & Replacement						
810	R&R Buildings & Grounds	3,000	2,750	2,251	75.0%	749
815	R & R Damage Claims	0	0	-	0.0%	0
820	R&R Lift Stations	0	0	-	0.0%	0
830	R&R Equipment	35,000	32,083	49,768	142.2%	(14,768)
830.1	Hydrants	-	-	7,000	-	-
832	R&R Mains/Service Lines/Tanks	50,000	45,833	23,148	46.3%	26,852
840	R&R Vehicles	18,000	16,500	13,320	74.0%	4,680
Repairs & Replacement >		106,000	97,167	95,487	90.1%	10,513
Total Expenses >		483,872	443,549	423,750	87.6%	60,122

505 PTO cash out

830 Intake Pp Repair was moved to 127.8 - Cap Exp, Comp Upgrades

CRP-S = Tom, Heaven, Joshua Dylan

CRP-W= Jeremy, Jesse

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Budget Variance Report July 1, 2025 through June 30, 2026

11 As of June 2026 Summary	SEWER-CRP			Target % > 91.7% CRP-SEWER	
	Budget	YTD		Actual YTD	
	Annual			Amount	%
SEWER CRP Revenue	614,200	563,017	479,890	78.1%	0%
SEWER CRP Expenses	523,177	479,579	403,531	77.1%	0%
Operating Balance (loss)	91,023	83,437	76,359		

Expenses		2020-2021 Budget		Actual	%	Total	
		Annual	YTD	YTD	Spent	Remaining	
505	Salaries & Wages	264,703	242,645	206,589	78.0%	58,114	
520	FICA - District Share	21,833	20,014	16,009	73.3%	5,824	
530	Medical Ins - District Share	68,372	62,674	33,336	48.8%	35,036	
540	CalPERS - District Share	19,473	17,850	11,616	59.7%	7,857	
550	Unemployment	-	-	-	0.0%	-	
560	Workmans Compensation	24,631	22,578	10,964	44.5%	13,667	
Salaries and Employee Benefits >		399,011	365,760	278,514	69.8%	120,497	
605	Advertising	0	0	-	0.0%	0	
610	Bank Fees	0	0	-	0.0%	0	
620	Communications & Internet	5,000	4,583	-	0.0%	5,000	
622	Board	0	0	-	0.0%	0	
625	Equip - Field <\$4,999.00	1,250	1,146	-	0.0%	1,250	
630	Equip - Office	-	-	-	0.0%	-	
640	Fuel & Oil	16,416	15,048	14,941	91.0%	1,475	
645	Insurance	0	0	-	0.0%	0	
650	Interest	6,000	5,500	3,911	65.2%	2,089	
657	Outsource Lab / Internal Lab	0	0	-	0.0%	0	
660	Memberships/Subscriptions/Licenses	0	0	-	0.0%	0	
665	Mileage Reimb	0	-	-	0.0%	0	
670	Postage & Shipping	0	0	-	0.0%	0	
675	Professional Services (SCADA)	0	0	-	0.0%	0	
685	Rents	-	-	-	0.0%	-	
690	Safety & Security (includes Boots)	5,000	4,583	7,371	147.4%	(2,371)	
700	Tools & Instruments	2,000	1,833	2,370	118.5%	(370)	
703	Apparel	2,000	1,833	1,778	88.9%	222	
705	Supplies - Office	-	-	56	0.0%	(56)	
715	Treatment Chemicals	0	0	-	0.0%	0	
720	Supplies - Operating - Other	3,000	2,750	2,530	84.3%	470	
735	Training, Certification	500	458	1,152	0.0%	(652)	
745	Travel	-	-	93	0.0%	(93)	
750	Utilities	0	0	-	0.0%	0	
760	Waste Disposal	0	0	-	0.0%	0	
795	Yolo Co	0	0	-	0.0%	0	
799	Team Building	0	0	-	0.0%	0	
Services and Supplies >		41,166	37,736	34,202	83.1%	6,964	
Repairs & Replacement							
810	R&R Buildings & Grounds	3,000	2,750	39	1.3%	2,961	
815	R & R Damage Claims	0	0	-	0.0%	0	
820	R&R Lift Stations	20,000	18,333	15,748	78.7%	4,252	
830	R&R Equipment	30,000	27,500	56,152	187.2%	(26,152)	
832	R&R Mains/Laterals	20,000	18,333	5,466	27.3%	14,534	
840	R&R Vehicles	10,000	9,167	13,410	134.1%	(3,410)	
					0.0%	-	
Repairs & Replacement >		83,000	76,083	90,815	109.4%	(7,815)	
830	Comp Upgrades	Total Expenses >	523,177	479,579	403,531	77.1%	119,646
840	Vaccon Repair						

CRP-S = Tom, Heaven, Joshua, Dylan

CRP-W= Jeremy, Jesse

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Clearlake Oaks County Water District
Capital Improvements
 As of May 31, 2026

Date	Name	Memo	Class	Paid Amount
130 · Const In Progress - Studies				
135 · CRP WATER (CAPITOL IMPROVEMENTS - WATER - WAS 1199100)				
131 · Waste Water Plant				
131.1 · Pumps/Equipment				
10/06/2025	Auma	Field Labor for Repai...	CRP:Sewer	7,784.75
10/24/2025	Muniquip, LLC	Dissamble Bermad ...	CRP:Sewer	6,880.00
03/05/2026	Flo-Line Technology, I...	LS 9-New Pump	CRP:Sewer	6,898.16
03/05/2026	Flo-Line Technology, I...	LS 7-Pump Repair	CRP:Sewer	12,699.84
Total 131.1 · Pumps/Equipment				34,262.75
131 · Waste Water Plant - Other				
Total 131 · Waste Water Plant - Other				
Total 131 · Waste Water Plant				34,262.75
127 · Water Plant				
127.7 · Ozone System				
Total 127.7 · Ozone System				
127.6 · Swan AMI Turbiwell Monitor				
Total 127.6 · Swan AMI Turbiwell Monitor				
127.4 · PH System				
Total 127.4 · PH System				
127.2 · Harvy Vault Chlor Inject Proj				
Total 127.2 · Harvy Vault Chlor Inject Proj				
127.1 · Major Equipment				
Total 127.1 · Major Equipment				
127 · Water Plant - Other				
Total 127 · Water Plant - Other				
Total 127 · Water Plant				
120 · District General CRP (EQUIPMENT - WAS 1011181)				
120.01 · General Equipment/Tools (GENERAL EQUIPMENT - WATER - WAS 1011190)				
Total 120.01 · General Equipment/Tools (GENERAL EQUIPMENT - WATER - ...				
120.60 · Office (OFFICE EQUIPMENT - WAS 1011192)				
Total 120.60 · Office (OFFICE EQUIPMENT - WAS 1011192)				
120.75 · SCADA				
12/04/2025	Southport Control Sol...	Configure two replac...	CRP:Sewer	1,777.35
04/23/2026	PLC World Automation	Memory Modules for...	CRP:Water	1,398.00
04/23/2026	Battery 2 Batteries	Batteries for SCADA...	CRP:Water	172.95
Total 120.75 · SCADA				3,348.30
120.90 · Vehicles/Generators/Trailers				
07/18/2025	Hoblit Motors	DC Duty Truck 2024...	CRP:Water	23,950.33
07/18/2025	Hoblit Motors	DC Duty Truck 2024...	CRP:Sewer	23,950.32
Total 120.90 · Vehicles/Generators/Trailers				47,900.65
120 · District General CRP (EQUIPMENT - WAS 1011181) - Other				
Total 120 · District General CRP (EQUIPMENT - WAS 1011181) - Other				
Total 120 · District General CRP (EQUIPMENT - WAS 1011181)				51,248.95
122 · Bldgs/Grounds Cap Improvements				
Total 122 · Bldgs/Grounds Cap Improvements				
124 · D/C System Cap Improvements (COLLECTION SYSTEM - SEWER - WAS 1011161)				
124.2 · GIS Online Mapping System				
Total 124.2 · GIS Online Mapping System				

Clearlake Oaks County Water District

Capital Improvements

As of May 31, 2026

Date	Name	Memo	Class	Paid Amount
124.30 · Lift Stations				
124.50 · Mains				
04/12/2026	Case Excavating, Inc.	Highway 20 Leak Re...	CRP:Water	13,905.66
Total 124.50 · Mains				13,905.66
124.60 · Meters				
Total 124.60 · Meters				
124.90 · Water Tanks				
Total 124.90 · Water Tanks				
124 · D/C System Cap Improvements (COLLECTION SYSTEM - SEWER - WAS 1011161) - Other				
09/18/2025	MC Engineering, Inc	CAD/GIS Mapping	CRP:Water	802.50
01/05/2026	MC Engineering, Inc	Created Maps, show...	CRP:Water	295.63
01/05/2026	MC Engineering, Inc	Sewer Service area ...	CRP:Sewer	295.62
Total 124 · D/C System Cap Improvements (COLLECTION SYSTEM - SEWE...				1,393.75
Total 124 · D/C System Cap Improvements (COLLECTION SYSTEM - SEWER - ...				15,299.41
125 · Land - Dist. Cap. Improvements				
Total 125 · Land - Dist. Cap. Improvements				
129 · ALLOW. FOR DEPRECIATION				
Total 129 · ALLOW. FOR DEPRECIATION				
280 · Loan				
280.20 · Crane Truck				
07/15/2025	Financial Pacific Leasi...	Payment #9 Crane T...	CRP:Water	1,624.50
07/15/2025	Financial Pacific Leasi...		CRP:Sewer	1,624.51
08/15/2025	Financial Pacific Leasi...	Payment #10	CRP:Water	1,630.66
08/15/2025	Financial Pacific Leasi...	Payment #10	CRP:Sewer	1,630.67
09/15/2025	Financial Pacific Leasi...	Payment #11- Crane...	CRP:Water	1,636.85
09/15/2025	Financial Pacific Leasi...	Payment #11- Crane...	CRP:Sewer	1,636.85
10/15/2025	Financial Pacific Leasi...	Crane Truck Payme...	CRP:Water	1,643.05
10/15/2025	Financial Pacific Leasi...		CRP:Sewer	1,643.06
11/17/2025	Financial Pacific Leasi...	Payment #13-Crane ...	CRP:Water	1,649.29
11/17/2025	Financial Pacific Leasi...		CRP:Sewer	1,649.29
12/15/2025	Financial Pacific Leasi...	Payment #14-Crane ...	CRP:Water	1,655.54
12/15/2025	Financial Pacific Leasi...	Payment #14-Crane ...	CRP:Sewer	1,655.54
01/15/2026	Financial Pacific Leasi...	Crane Truck Payme...	CRP:Water	1,661.82
01/15/2026	Financial Pacific Leasi...		CRP:Sewer	1,661.82
02/17/2026	Financial Pacific Leasi...		CRP:Water	1,668.12
02/17/2026	Financial Pacific Leasi...		CRP:Sewer	1,668.12
03/16/2026	Financial Pacific Leasi...	Payment #17	CRP:Water	1,674.44
03/16/2026	Financial Pacific Leasi...		CRP:Sewer	1,674.44
04/15/2026	Financial Pacific Leasi...	Crane Truck Payme...	CRP:Water	1,680.79
04/15/2026	Financial Pacific Leasi...		CRP:Sewer	1,680.80
05/15/2026	Financial Pacific Leasi...	Crane Truck Payme...	CRP:Water	1,687.17
05/15/2026	Financial Pacific Leasi...		CRP:Sewer	1,687.17
Total 280.20 · Crane Truck				36,424.50
280.04 · 2021 Water Truck				
07/21/2025	Kansas State Bank - ...	Payment #44	CRP:Water	818.25
07/21/2025	Kansas State Bank - ...	3359488	CRP:Sewer	818.25
08/20/2025	Kansas State Bank - ...	Payment #44	CRP:Water	820.93
08/20/2025	Kansas State Bank - ...	3359488	CRP:Sewer	820.93
09/22/2025	Kansas State Bank - ...	Payment #46	CRP:Water	823.63
09/22/2025	Kansas State Bank - ...	3359488	CRP:Sewer	823.62
10/20/2025	Kansas State Bank - ...	Payment #47	CRP:Water	826.33
10/20/2025	Kansas State Bank - ...	3359488	CRP:Sewer	826.33
11/20/2025	Kansas State Bank - ...	Payment #48	CRP:Water	829.04
11/20/2025	Kansas State Bank - ...	3359488	CRP:Sewer	829.04
12/20/2025	Kansas State Bank - ...	Payment #49	CRP:Water	831.76
12/20/2025	Kansas State Bank - ...	3359488	CRP:Sewer	831.76
01/20/2026	Kansas State Bank - ...	Payment #50	CRP:Water	834.49
01/20/2026	Kansas State Bank - ...	3359488	CRP:Sewer	834.49

Clearlake Oaks County Water District Capital Improvements As of May 31, 2026

Date	Name	Memo	Class	Paid Amount
02/20/2026	Kansas State Bank - ...	Payment #51	CRP:Water	837.23
02/20/2026	Kansas State Bank - ...	3359488	CRP:Sewer	837.23
03/20/2026	Kansas State Bank - ...	Payment #52	CRP:Water	839.97
03/20/2026	Kansas State Bank - ...	3359488	CRP:Sewer	839.98
04/20/2026	Kansas State Bank - ...	Payment #53	CRP:Water	842.74
04/20/2026	Kansas State Bank - ...	3359488	CRP:Sewer	842.74
05/20/2026	Kansas State Bank - ...	Payment #54	CRP:Water	845.51
05/20/2026	Kansas State Bank - ...	3359488	CRP:Sewer	845.51
Total 280.04 · 2021 Water Truck				18,299.76
280.15 · USDA Water Improvement Project (USDA Wtr Improvement Proj total \$5 Million)				
03/01/2026	USDA Rural Develop...		Loan/Grant:...	103,000.00
Total 280.15 · USDA Water Improvement Project (USDA Wtr Improvement Pr...				103,000.00
280.02 · KS State Bank - 2019 Vac-Con				
Total 280.02 · KS State Bank - 2019 Vac-Con				
280.12 · USDA Loan for Sewer Clarifier				
Total 280.12 · USDA Loan for Sewer Clarifier				
Total 280 · Loan				157,724.26
306 · Retained Earnings - OLD (Undistributed earnings of the corporation - ENDS 06/31/2011)				
Total 306 · Retained Earnings - OLD (Undistributed earnings of the corporation - ...				
Loans/Grants				
945 · Wastewater I and I Phase IV				
08/21/2025	MC Engineering, Inc	Reviewed and set up...	Loan/Grant:...	5,974.17
09/18/2025	MC Engineering, Inc	Tech Memo & Grant ...	Loan/Grant:...	7,911.50
10/16/2025	MC Engineering, Inc	FAAST Application, ...	Loan/Grant:...	3,587.50
10/16/2025	Acorn Environmental	2303 CLOCWD	Loan/Grant:...	530.00
11/20/2025	MC Engineering, Inc	Acquired Data from ...	Loan/Grant:...	3,391.25
11/20/2025	Acorn Environmental	2303 CLOCWD	Loan/Grant:...	2,342.50
11/20/2025	MC Engineering, Inc	Comm. with Environ...	Loan/Grant:...	1,940.00
12/18/2025	Acorn Environmental	Sr. Archaeologist, Sr...	Loan/Grant:...	18,375.24
01/15/2026	Acorn Environmental	2303 CLOCWD-Seni...	Loan/Grant:...	12,163.24
01/15/2026	MC Engineering, Inc	Acorn-Resolution, R...	Loan/Grant:...	1,880.00
01/15/2026	MC Engineering, Inc	Environmental Docs,...	Loan/Grant:...	1,120.00
02/19/2026	Acorn Environmental	Project Director, Env...	Loan/Grant:...	792.50
02/19/2026	MC Engineering, Inc	Rev. Acorn Docs, Ki...	Loan/Grant:...	4,652.50
03/19/2026	Acorn Environmental	Graphic Designer, P...	Loan/Grant:...	2,372.73
03/19/2026	MC Engineering, Inc	FAAST Application ...	Loan/Grant:...	1,530.00
04/16/2026	Acorn Environmental	Project Director, and...	Loan/Grant:...	427.50
04/16/2026	MC Engineering, Inc	Revised and Respon...	Loan/Grant:...	1,451.25
05/21/2026	MC Engineering, Inc	FAAST submissions...	Loan/Grant:...	1,687.50
Total 945 · Wastewater I and I Phase IV				72,129.38
Total Loans/Grants				72,129.38
TOTAL				330,664.75

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Banking on the Go with Mobile Banking

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Internal Accounts



Total Deposit Accounts \$94,539.27

GENERAL LEDGER

*****9122

Available Balance **	\$94,539.27
Current Balance	\$77,304.29

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External Accounts

[Add](#)



No external accounts

Link a new external account or

customize visibility of existing accounts

Your account password expires soon. ×
Update your password on the My Info page.

 California CLASS will be closed on Friday, June 19th, in observance of Juneteenth. ✕

Clearlake Oaks County Water District (CA-01-0184)

Total Balance As Of 06/15/26: \$841,063.62

California CLASS
As of 06/15/26
\$841,063.62

[Detail →](#)

California CLASS
Enhanced Cash
As of 06/12/26
\$0.00

[Detail →](#)

Subaccounts

Account #	Name	Avail. Balance	Fund Name
CA-01-0184-0001	Water Reserves	\$60,424.83	California CLASS
CA-01-0184-0002	Sewer Reserves	\$39,642.00	California CLASS
CA-01-0184-0003	CRP Water	\$112,828.65	California CLASS
CA-01-0184-0004	CRP Sewer	\$114,475.74	California CLASS
CA-01-0184-0005	CRP PC	\$163,952.27	California CLASS
CA-01-0184-0006	General Savings	\$0.00	California CLASS
CA-01-0184-0007	Restricted Funds (Old Laif)	\$349,740.13	California CLASS
CA-01-0184-E001	General Savings	\$0.00	California CLASS Enhanced Cash
CA-01-0184-E002	Water Reserves	\$0.00	California CLASS Enhanced Cash
CA-01-0184-E003	Sewer Reserves	\$0.00	California CLASS Enhanced Cash

[View →](#)





Local Agency Investment
Fund

P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

June 15, 2026

[LAIF Home](#)
[PMIA Average Monthly Yields](#)

CLEARLAKE OAKS COUNTY WATER DISTRICT

AUDITOR/SECRETARY
P.O. BOX 709
12952 HIGHWAY 20
CLEARLAKE OAKS, CA 95423-0709

[Tran Type Definitions](#)

Account Number: 90-17-001

May 2026 Statement

Account Summary

Total Deposit:	0.00	Beginning Balance:	5,028.07
Total Withdrawal:	0.00	Ending Balance:	5,028.07

Clearlake Oaks County Water District Payroll Summary May 2026

	<u>Hours</u>	<u>Rate</u>	<u>May 26</u>
Employee Wages, Taxes and Adjustments			
Gross Pay			
CTO Saved	-20	51.98	-1,255.66
CTO Used	22.88	39.65	795.23
Military	160	31.00	4,960.00
Overtime (x1.5)	97	75.47	6,310.43
PTO	118.41	34.65	5,360.39
Straight	2,154	50.31	94,340.38
Board			400.00
Duty Pay			5,310.00
Total Gross Pay	<u>2,532.29</u>		<u>116,220.77</u>
Deductions from Gross Pay			
ACWA (pre-tax)			-2,792.70
AFLAC (pre-tax)			-685.74
AFLAC (taxable) AFTER TAX			-154.08
CALPers 457			-1,450.00
CALPers EE (Pretax)			-7,615.74
Total Deductions from Gross Pay			<u>-12,698.26</u>
Adjusted Gross Pay	<u>2,532.29</u>		<u>103,522.51</u>
Taxes Withheld			
Federal Withholding			-8,448.00
Medicare Employee			-1,634.77
Social Security Employee			-6,990.04
CA - Withholding			-3,463.62
CA - Disability			-1,465.63
Total Taxes Withheld			<u>-22,002.06</u>
Deductions from Net Pay			
Miscellaneous Deduction			-179.66
Total Deductions from Net Pay			<u>-179.66</u>
Net Pay	<u><u>2,532.29</u></u>		<u><u>81,340.79</u></u>
Employer Taxes and Contributions			
Medicare Company			1,634.77
Social Security Company			6,990.04
Qualified OT Tracking			2,103.76
Total Employer Taxes and Contributions			<u><u>10,728.57</u></u>

2:54 PM

06/08/26

Accrual Basis

Clearlake Oaks County Water District

Trial Balance

As of June 30, 2026

	Jun 30, 26	
	Debit	Credit
101.7 · CA Restricted Funds	349,740.13	
101.5 · CA CRP PC	163,952.27	
101.4 · CA CRP Sewer	114,475.74	
101.3 · CA CRP Water	112,828.65	
101.2 · CA Sewer Reserves	39,642.00	
101.1 · CA Water Reserves	60,424.83	
102.05 · CRP WATER - 9385	0.00	
102.14 · CalPERS RESERVE - 7355	0.00	
102.13 · SEWER RESERVES-9592	0.00	
102.11 · PC ESCROW - 6184	0.00	
102.10 · CRP PC - 6192	0.00	
102.12 · WATER RESERVES- 8503	0.00	
102.001 · GL - 9122	61,629.11	
102.04 · DWR - CHECKING	0.00	
101 · LAIF - CASH IN BANK		183,971.93
101 · LAIF - CASH IN BANK:CIP Deposits 2014	189,000.00	
102.01 · WEST AMERICA - REGULAR CHECKING	88.98	
102.02 · CRP Water - 6990	0.00	
102.03 · CRP Sewer - 3745	0.00	
CUSI Accounts Receivable	204,087.00	
139 · Docufree	41,006.65	
116 · DEFERRED OUTFLOW- PENSION	279,080.00	
103 · PETTY CASH	306.59	
104 · COUNTY TREASURY	85,208.68	
130 · Const In Progress - Studies	691,882.44	
130 · Const In Progress - Studies:130.98 · WWTP Ph 4	2,420.00	
130 · Const In Progress - Studies:130.97 · Const in Progress - Actiflo Pil	3,280.00	
130 · Const In Progress - Studies:130.96 · Const in Progress - WWP 20...	5,585.00	
130 · Const In Progress - Studies:130.95 · Source Capacity Studygrant ...	18,190.25	
130 · Const In Progress - Studies:130.75 · SCADA	0.00	
132 · CRP SEWER	983,511.67	
132 · CRP SEWER:132.05 · CIP SEWER LABOR	0.00	
135 · CRP WATER	249,148.33	
135 · CRP WATER:135.02 · Aircon Project	0.00	
135 · CRP WATER:135.05 · Backwash Pump Filters #2-#3	0.00	
135 · CRP WATER:135.10 · High Valley Project 2013	0.00	
135 · CRP WATER:135.20 · CIP WATER LABOR	0.00	
111 · INVENTORY - WATER	0.00	
114 · ACCOUNTS RECEIVABLE.	810,005.90	
115 · PRE-PAID INSURANCE	13,571.00	
1890 · ACCOUNTS RECEIVABLE - OTHER	0.00	
12000 · Undeposited Funds	0.00	
136 · CUSI Software	39,127.80	
138 · USDA Water Improvements	8,461,059.57	
128 · Sewer Infrstructure & Rehab Proj	3,890,219.87	
121 · Wtr Dist & Wtr Storage Projects	279,432.11	
121 · Wtr Dist & Wtr Storage Projects:121.1 · Sidewalk Project - Distric...	115,500.66	
131 · Waste Water Plant	230,059.50	
131 · Waste Water Plant:131.2 · Outside Lighting Project	7,217.03	
131 · Waste Water Plant:131.1 · Pumps/Equipment	212,362.29	
126 · Forcemain (phase 1) Cap. Imprv.	1,233,797.22	
123 · USDA - Sewer Plant Cap Imprvmt	4,265,559.43	
USDA Project		523,819.00
127 · Water Plant	239,426.30	
127 · Water Plant:127.8 · Water Intake Pump Extension		129,223.00
127 · Water Plant:127.7 · Ozone System	38,629.36	
127 · Water Plant:127.6 · Swan AMI Turbiwell Monitor	25,079.10	
127 · Water Plant:127.5 · A/C installation for Filter Rm	750.00	
127 · Water Plant:127.4 · PH System	9,959.72	
127 · Water Plant:127.2 · Harvy Vault Chlor Inject Proj	1,408.61	
127 · Water Plant:127.1 · Major Equipment	396,250.39	
120 · District General CRP	95,883.57	
120 · District General CRP:120.01 · General Equipment/Tools	1,922,818.13	
120 · District General CRP:120.60 · Office	27,331.49	

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06/08/26

Accrual Basis

Clearlake Oaks County Water District Trial Balance As of June 30, 2026

	Jun 30, 26	
	Debit	Credit
120 · District General CRP:120.75 · SCADA	57,712.60	
120 · District General CRP:120.90 · Vehicles/Generators/Trailers	982,782.79	
122 · Bldgs/Grounds Cap Improvements	8,555,370.46	
124 · D/C System Cap Improvements	3,152,007.02	
124 · D/C System Cap Improvements:124.2 · GIS Online Mapping System	8,277.92	
124 · D/C System Cap Improvements:124.30 · Lift Stations	60,599.80	
124 · D/C System Cap Improvements:124.30 · Lift Stations:124.31 · Lift ...	66,042.23	
124 · D/C System Cap Improvements:124.50 · Mains	28,694.24	
124 · D/C System Cap Improvements:124.60 · Meters	10,000.34	
124 · D/C System Cap Improvements:124.90 · Water Tanks	40,615.04	
125 · Land - Dist. Cap. Improvements	299,770.00	
129 · ALLOW. FOR DEPRECIATION		11,078,963.62
200 · ACCOUNTS PAYABLE		106,637.32
6748 · Umpqua Bank Commercial Card OPS	0.00	
6748 · Umpqua Bank Commercial Card OPS:6748.7 · Olivia - 0721	0.00	
6748 · Umpqua Bank Commercial Card OPS:6748.6 · Dianna - 5523	0.00	
6748 · Umpqua Bank Commercial Card OPS:6748.4 · Francisco - 9264	0.00	
6748 · Umpqua Bank Commercial Card OPS:6748.5 · Jesse -9286	0.00	
6748 · Umpqua Bank Commercial Card OPS:6748.3 · Kurt - 8695	0.00	
6748 · Umpqua Bank Commercial Card OPS:6748.2 · Jeremy - 3530	0.00	
6748 · Umpqua Bank Commercial Card OPS:6748.1 · Dianna - 1172	0.00	
8-81000 · Amazon Business Prime Card	0.00	
211 · WAB Credit Card:211.18 · WAB - Jesse - 9134	0.00	
211 · WAB Credit Card:211.17 · WAB - Kurt - 0390	0.00	
211 · WAB Credit Card:211.16 · WAB - Francisco - 9149	0.00	
211 · WAB Credit Card:211.15 · WAB - Kurt - 9133	0.00	
211 · WAB Credit Card:211.14 · WAB - Dianna - 5782	0.00	
211 · WAB Credit Card:211.13 · WAB - Jeremy - 9140	0.00	
211 · WAB Credit Card:211.12 · WAB- Francisco - 2481	0.00	
211 · WAB Credit Card:211.11 · WAB - Dan - 2507	0.00	
211 · WAB Credit Card:211.10 · WAB - Dianna - 2473	0.00	
210 · Cal Card	0.00	
210 · Cal Card:210-09 · Cal Card - 5855	0.00	
210 · Cal Card:210-08 · Cal Card - 5848	0.00	
210 · Cal Card:210-07 · Cal-Card	0.00	
210 · Cal Card:210.06 · Cal Card - 3879	0.00	
210 · Cal Card:210.05 · Cal Card - 4075	0.00	
210 · Cal Card:210.04 · Cal Card - 7397	0.00	
210 · Cal Card:210.01 · Cal Card -	0.00	
210 · Cal Card:210.02 · Cal Card 0010	0.00	
210 · Cal Card:210.03 · Cal Card	0.00	
800 · Bulk Water Deposit	0.00	
Annual Depreciation		2,025.00
224 · USDA Retainage		249,035.55
223.56 · FEDERAL PAYROLL TAX PENALTY		241,508.65
280 · Loan:280.20 · Crane Truck	5,317.55	
280 · Loan:280.04 · 2021 Water Truck	61,978.58	
280 · Loan:280.15 · USDA Water Improvement Project		10,273.13
280 · Loan:280.02 · KS State Bank - 2019 Vac-Con		4,575,000.00
280 · Loan:280.12 · USDA Loan for Sewer Clarifier	544.49	
280 · Loan:280.10 · Bridge for I & I Rehab Project		2,834,172.41
280 · Loan:280.07 · Bridge Loan for Forced Main	0.00	
280 · Loan:280.05 · USDA Bridge Loan	0.00	
280 · Loan:280.01 · Kansas State Bk - VACON	0.00	
280 · Loan:280.03 · Kansas State Bk - Camera Traile	0.00	
220 · Restricted - Expansion Fee's	0.00	
221 · Health Ins - EE Portion	0.00	
221 · Health Ins - EE Portion:221.1 · EE Cobra Payments - Medical	0.00	26,105.09
222 · Direct Deposit Liabilities	0.00	
223 · COMP DUMP ACCOUNT		20,551.59
223 · COMP DUMP ACCOUNT:223.01 · ADMIN - COMP USED	0.00	
223 · COMP DUMP ACCOUNT:223.02 · SEWER - COMP USED	0.00	
223 · COMP DUMP ACCOUNT:223.03 · WATER - COMP USED	0.00	
223.15 · GARNISHMENTS	0.00	
	24,087.17	

A1

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06/08/26

Accrual Basis

Clearlake Oaks County Water District

Trial Balance

As of June 30, 2026

	Jun 30, 26	
	Debit	Credit
223.15 · GARNISHMENTS:223.16 · GARNISHMENT - COURT DEBT ORD...	134.76	
223.15 · GARNISHMENTS:223.17 · GARNISHMENT - LAKE CO SHERIFF		25,223.32
223.20 · STATE UNEMPLOYMENT TAX PAYABLE		
223.25 · Vacation Dump Account	0.00	
223.25 · Vacation Dump Account:223.26 · Admin - Vacation Time	0.00	
223.25 · Vacation Dump Account:223.27 · Sewer - Vacation	0.00	
223.25 · Vacation Dump Account:223.28 · Water - Vacation	0.00	
223.30 · Sick Dump Account	0.00	
223.30 · Sick Dump Account:223.31 · Admin - Sick	0.00	
223.30 · Sick Dump Account:223.32 · Sewer - Sick	0.00	
223.30 · Sick Dump Account:223.33 · Water - Sick	0.00	
223.40 · ACCRUED PAYROLL	0.00	
223.45 · FICA & SOCIAL SEC PAYABLE	0.00	
223.50 · MEDICARE TAX PAYABLE	0.00	
223.55 · FEDERAL PAYROLL TAX WITHHOLDING	1,050.73	
223.60 · STATE PAYROLL TAX WITHHOLDING	386.77	
223.65 · STATE DISABILITY PAYABLE	1.00	
2135 · CALPERS RETIREMENT PAYABLE	0.00	
223.70 · WORKERS COMP PAYABLE	0.00	
223.75 · PAYROLL DEDUCTION - INS CO-PAY	42,307.10	
223.80 · GASB 68 Pension		26,313.00
223.85 · MISC DEDUCTIONS PAYABLE		12,472.79
223.90 · COMPENSATED EMPLOYEE BENEFITS		86,839.02
24000 · Payroll Liabilities	14,902.67	
228 · FEMA Interest on Overpaymnt/Pen		723,804.35
227 · FEMA Overpayment/Penalties	2,167,963.15	
295 · NET PENSION LIABILITY		723,163.00
226 · USDA Int Pymnt-Swr Clarifier	0.00	
225 · USDA Payment - Sewer Clarifier	371,172.41	
281 · BOND PAYABLE	0.00	
302 · RETAINED EARNINGS		3,334,114.80
304 · Opening Balance Equity	584,283.24	
306 · Retained Earnings - OLD		17,324,535.23
Income:445 · Bulk Water		1,274.00
Income:410 · Client Reg Pmt		2,582,755.90
Income:420 · Connection Fees		20,847.00
Income:425 · CRP		1,008,100.00
Income:430 · Penalty & Interest		82,488.86
Income:430 · Penalty & Interest:430.2 · Bank Interest		36,256.36
Income:435 · Loans/Grants:435-12 · Risk Control		5,243.29
Income:435 · Loans/Grants:435-11 · Wellness		544.00
Income:435 · Loans/Grants:435-10 · USDA - Grant Water Improvements		11,464.00
Income:440 · County Treasure/Tax Roll		299,311.96
Income:450 · Non S/W Rev - ATT Cell Lease		36,719.00
Loans/Grants:950 · Wellness	806.93	
Loans/Grants:945 · Wastewater I and I Phase IV	72,129.38	
Salaries & EE Benefits:509 · Military	5,580.00	
Salaries & EE Benefits:545 · CALPers 457		1,650.00
Salaries & EE Benefits:505 · Salaries & Wages	1,504,817.21	
Salaries & EE Benefits:520 · FICA - District Share	113,297.52	
Salaries & EE Benefits:530 · Med/Life Insurance- Dist Share	234,314.41	
Salaries & EE Benefits:540 · PERS - District Share	194,090.68	
Salaries & EE Benefits:550 · Unemployment	14,896.34	
Salaries & EE Benefits:560 · Workers Comp Ins	35,609.95	
Services & Supplies:605 · Advertising	508.64	
Services & Supplies:610 · Bank Fees	40,556.51	
Services & Supplies:620 · Communications & Internet	30,388.91	
Services & Supplies:622 · Board Exp	1,579.84	
Services & Supplies:640 · Fuel & Oil	39,880.49	
Services & Supplies:645 · Insurance	150,981.87	
Services & Supplies:650 · Interest	115,356.30	
Services & Supplies:657 · Lab	50,196.44	
Services & Supplies:660 · Memberships & Subscription	109,037.44	
Services & Supplies:670 · Postage & Shipping	27,594.35	

A2

2:54 PM

06/08/26

Accrual Basis

Clearlake Oaks County Water District

Trial Balance

As of June 30, 2026

	Jun 30, 26	
	Debit	Credit
Services & Supplies:675 · Professional Services	82,591.26	
Services & Supplies:685 · Rents	13,729.93	
Services & Supplies:690 · Safety & Security	24,714.71	
Services & Supplies:700 · Tools & Instruments	6,103.23	
Services & Supplies:703 · Supplies - Clothing & Personal	9,039.13	
Services & Supplies:705 · Supplies - Office	7,643.29	
Services & Supplies:715 · Supplies-Chemicals-Operating	176,594.04	
Services & Supplies:720 · Supplies - Inventory - Other	39,776.00	
Services & Supplies:735 · Training/Classes/Certs/ClassB	9,881.32	
Services & Supplies:745 · Travel / Lodging	1,837.40	
Services & Supplies:750 · Utilities	442,578.44	
Services & Supplies:760 · Waste Disposal	30,240.83	
Services & Supplies:795 · Yolo Co	33,496.25	
Services & Supplies:799 · Team Building	3,130.56	
Repairs & Replacement:810 · R&R Buildings & Grounds	6,400.38	
Repairs & Replacement:820 · R&R Lift Stations	15,747.84	
Repairs & Replacement:830 · R&R Equipment	105,920.36	
Repairs & Replacement:830 · R&R Equipment:830.1 · Hydrants	6,999.73	
Repairs & Replacement:832 · R&R Mains and Sewer Lines	28,613.34	
Repairs & Replacement:840 · R&R Vehicles	26,729.93	
7130 · Sewer Ops - Emp Bens -holid	739.38	
66000 · Payroll Expenses	3,336.18	
TOTAL	46,324,406.17	46,324,406.17

Account Payable Breakdown

Date: 6/15/2026

	<u>QuickBooks</u>	<u>Balance</u>	<u>Available</u>
General Ledger - 9122	\$65,998.65	\$94,539.27	\$77,304.29
Cal Class CRP Water	\$112,828.65	\$112,828.65	\$112,828.65
Cal Class CRP Sewer	\$114,475.74	\$114,475.74	\$114,475.74
Cal Class CRP PC	\$163,952.27	\$163,952.27	\$163,952.27
Cal Class Water Reserves	\$60,424.83	\$60,424.83	\$60,424.83
Cal Class Sewer Reserves	\$39,642.00	\$39,642.00	\$39,642.00
Cal Class Rest. Funds	\$349,740.13	\$349,740.13	\$349,740.13
LAIF Balance	\$5,028.07	\$5,028.07	\$5,028.07
Current A/P Aging	\$164,067.10	PG&E True-Up	
Kansas State Bank-Water Truck	\$1,730.25	6/20/2026	
TOTAL	\$187,011.56		
Paid On-line/Auto Out			
6/15/2026 Umpqua Crane Truck	\$3,955.71		
6/8/2026 PG&E	\$30,414.56		
6/4/2026 Bluefin	\$3,554.25		
6/4/2026 Scott Technology	\$697.95		
6/4/2026 Amazon Amex Card	\$6,061.46		
6/3/2026 VC3	\$6,415.20		
6/1/2026 USDA Sewer	\$80,530.00		
5/22/2026 VC3	\$4,091.66		
5/21/2026 Umpqua Credit Card	\$15,428.35		
5/20/2026 Kansas St. Bank	\$1,730.25		
TOTAL-Paid On-line/Auto Out	\$152,879.39		

8:25 AM

06/15/26

Clearlake Oaks County Water District
A/P Aging Summary
As of June 15, 2026

	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>> 90</u>	<u>TOTAL</u>
Advanced Security Systems	342.00	0.00	0.00	0.00	0.00	342.00
Alison Cardy, Trustee	197.97	0.00	0.00	0.00	0.00	197.97
Alpha Analytical Labs	3,431.00	0.00	0.00	0.00	0.00	3,431.00
Badger Meter	167.68	0.00	0.00	0.00	0.00	167.68
Bullfrog Underwater Services	300.00	0.00	0.00	0.00	0.00	300.00
Celia Drill	123.26	0.00	0.00	0.00	0.00	123.26
Clearlake Automotive	157.99	0.00	0.00	0.00	0.00	157.99
CUSI	9,307.80	0.00	0.00	0.00	0.00	9,307.80
Deeper Cleaning	490.00	0.00	0.00	0.00	0.00	490.00
Hach	366.16	0.00	0.00	0.00	0.00	366.16
Hayden Solar, LLC	6,631.08	0.00	0.00	0.00	0.00	6,631.08
HC3	1,765.52	0.00	0.00	0.00	0.00	1,765.52
Kelseyville Lumber	92.21	194.10	0.00	0.00	0.00	286.31
Mendo Mill	559.55	0.00	0.00	0.00	0.00	559.55
Nave Law Office, P.C.	1,395.00	0.00	0.00	0.00	0.00	1,395.00
Pace	0.00	17,270.05	0.00	0.00	0.00	17,270.05
Paula Gallizioli	264.79	0.00	0.00	0.00	0.00	264.79
People Services Inc	130.00	0.00	0.00	0.00	0.00	130.00
PG&E	0.00	77.62	106,637.32	0.00	0.00	106,714.94
Redwood Coast Fuels	4,496.13	5,644.41	0.00	0.00	0.00	10,140.54
Roberta Bunce	41.11	0.00	0.00	0.00	0.00	41.11
Ronald Reinhold	96.03	0.00	0.00	0.00	0.00	96.03
Tom Cariveau, Trustee	244.14	0.00	0.00	0.00	0.00	244.14
Vision Homes Corp	147.56	0.00	0.00	0.00	0.00	147.56
Yolo County Flood Control	0.00	3,496.62	0.00	0.00	0.00	3,496.62
TOTAL	<u>30,746.98</u>	<u>26,682.80</u>	<u>106,637.32</u>	<u>0.00</u>	<u>0.00</u>	<u>164,067.10</u>

45

CLEARLAKE OAKS COUNTY WATER DISTRICT
NOTICE OF A REGULAR MEETING OF THE BOARD OF DIRECTORS

Date: May 21, 2026
Time: 10:00 A.M.

Clearlake Oaks County Water District - Administration Building
12952 E. Highway 20, Clearlake Oaks, CA 95423

MINUTES

A. CALL TO ORDER

- Pledge of Allegiance
- Roll Call

x Mr. Stanley Archacki, President	x Mr. William McHugh, Director
x Mr. Michael Herman, Vice President	x Mr. A. Whittier, Director
x Mr. James Burton, Director	x Mrs. Dianna Mann – General Manager
x Mrs. Olivia Mann – Board Secretary	x Ms. Bailey Anderson – Office Manager
x Mr. Francisco Castro, Chief Wastewater	x Mr. Kurt Jensen, Chief Water
x Mr. Jeremy Backus, Chief Distribution	

B. PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA

The public may comment on items not on the agenda within the Board’s jurisdiction. Speakers are limited to three (3) minutes each.

C. STAFF REPORTS (Page 3)

1. Administration
2. Billing – Accounts Payable
3. Chief Distribution Operator
4. Chief Water Plant Operator
5. Chief Wastewater Plant Operator
6. General Manager

D. COMMITTEE UPDATES

E. CONSENT ITEMS

The Board will be asked to approve all Consent Items at one time without discussion. If any Director, staff, or interested person requests that an item be removed from the Consent Items, it will be considered under New Business.

1. **Financial Reports for review and approval (Page 21)**
 - a. April 2026 QB balance sheet and profit & loss statements
 - b. Bank account balances and accounts receivable
 - c. Employee payroll report
 - d. Aged trial balance summary
 - e. Vendor aging report, accounts payable breakdown

2. **Minutes of the previous meeting for review and approval (Page 48)**

- a. Minutes of Regular Meeting 04/16/2026
- b. Minutes of Special Meeting 04/16/2026

3. **Bills (Page 51)**

- a. Invoice No. 1602, dated April 12, 2026, from Case Excavation in the amount of \$13,905.66 for Highway 20 vault repairs.

Action Taken: Motion to approve the consent items

MCHUGH/WHITTIER M/S/C

AYES: ARCHACKI/HERMAN/BURTON/MCHUGH/WHITTIER

NOES: NONE

ABSENT: NONE

F. NEW BUSINESS

- 1. Discussion and review of the full RCAC Water Rate Study (Page 3)

Action Taken: NO ACTION

- 2. Discussion and update on Proposition 218 Public Hearing and Opposition Letters

Action Taken: NO ACTION

- 3. Discussion and review of the 2026-2027 Annual Budget (Page 91)

Action Taken: NO ACTION

- 4. Discussion and approval of the Annual Audit for FYE June 30, 2025 (Page 98)

Action Taken: Motion to approve the annual audit for FYE June 30, 2025

HERMAN/MCHUGH M/S/C

AYES: ARCHACKI/HERMAN/BURTON/MCHUGH/WHITTIER

NOES: NONE

ABSENT: NONE

- 5. Discussion and update of the Ad Hoc Committee Roster, Including Appointment of a New Director to the Yolo County Flood Control and Fire Hydrant Ad Hoc Committees (Page 121)

Action Taken: Motion to appoint Director Whittier to the Yolo Ad hoc Committee, Director McHugh to the Fire Hydrant Committee and approve the dissolution of the Customer Billing and District Easements Ad Hoc Committees

WHITTIER/HERMAN M/S/C

AYES: ARCHACKI/HERMAN/BURTON/MCHUGH/WHITTIER

NOES: NONE

ABSENT: NONE

- 6. Discussion and review of JPIA Risk Assessment, dated April 28, 2026 (Page 122)

Action Taken: NO ACTION

7. Acceptance of the resignation of Director James Burton, effective May 21, 2026.

Action Taken: Motion to accept the resignation of Director James Burton
HERMAN/MCHUGH M/S/C
AYES: ARCHACKI/HERMAN/BURTON/MCHUGH/WHITTIER
NOES: NONE
ABSENT: NONE

ADJOURNMENT

Time: 10:31 AM

SIGNED: _____ **ATTESTED TO:** _____
Stanley Archacki, President **Olivia Mann, Board Secretary**

Where appropriate or deemed necessary, the Board may act on any item listed on the agenda, including items listed as information items. Public documents relating to any open session item listed on this agenda that are distributed to all or a majority of the members of the Board of Directors less than 72 hours before the meeting are available for public inspection in the customer service area of the District's Administrative Office at the above address.

The public may address the Board concerning an agenda item during the Board's consideration of that agenda item. The President will call for comments at the appropriate time. Comments of individual speakers are limited to three minutes per agenda item.

In compliance with the Americans with Disabilities Act, if you have a disability, and you need a disability-related modification or accommodation to participate in this meeting, then please contact Clearlake Oaks County Water District Secretary to the Board at 707-998-3322. Requests must be made as early as possible, and at least one full business day before the start of the meeting.

CLEARLAKE OAKS COUNTY WATER DISTRICT

NOTICE OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS

Date: May 21, 2026

Time: 9:45 A.M.

*Clearlake Oaks County Water District - Administration Building
12952 E. Highway 20, Clearlake Oaks, CA 95423*

MINUTES

A. CALL TO ORDER

- Pledge of Allegiance
- Roll Call

x Mr. Stanley Archacki, President	x Mr. William McHugh, Director
x Mr. Michael Herman, Vice President	x Mr. A. Whittier, Director
x Mr. James Burton, Director	x Mrs. Dianna Mann – General Manager
x Mrs. Olivia Mann – Board Secretary	x Ms. Bailey Anderson – Office Manager
x Mr. Francisco Castro – Chief Wastewater	x Mr. Kurt Jensen – Chief Water
x Mr. Jeremy Backus – Chief Distribution	

B. PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA

The public may comment on items not on the agenda within the Board's jurisdiction. Speakers are limited to three (3) minutes each.

NEW BUSINESS

1. Discussion and consideration of the Ozone Compressor Repair proposal from Compressed Air Repair, Inc. in the amount of \$15,042.62.

Motion to approve the repair quote from Compressed Air Repair, Inc. in the amount of \$15,042.62

MCHUGH/HERMAN M/S/C

AYES: ARCHACKI/HERMAN/BURTON/MCHUGH/WHITTIER

NOES: NONE

ABSENT: NONE

ADJOURNMENT

Time: 9:52 AM

SIGNED: _____ **ATTESTED TO:** _____
Stanley Archacki, President **Olivia Mann, Board Secretary**

Proposition 218 Opposition Letter Tracking

As of: June 15, 2026

Water Opposition 50% + 1: 1079 Sewer Opposition 50% + 1: 893

Address	Received Date	Water	Sewer
12855 Island Circle	05/05/2026	Yes	Yes
13356 Ebbside Village	05/07/2026	Yes	Yes
12704 Island Circle	05/07/2026	Yes	Yes
12716 Island Circle	05/11/2026	Yes	Yes
12986 5th Street	05/11/2026	Yes	Yes
12966 5th Street	05/11/2026	Yes	Yes
12875 Island Circle	05/11/2026	Yes	Yes
12871 Island Circle	05/11/2026	Yes	Yes
13030 Flying Jib	05/11/2026	Yes	Yes
13198 Keys Boulevard	05/11/2026	Yes	Yes
12810 1st Street	05/11/2026	Yes	Yes
13020 Flying Jib	05/11/2026	Yes	Yes
12725 E. Highway 20	05/12/2026	Yes	Yes
12517 Foothill Boulevard	05/12/2026	Yes	Yes
13297 Anchor Village	05/12/2026	Yes	Yes
14092 Apple Lane	05/12/2026	Yes	Yes
12520 Shady Lane	05/12/2026	Yes	Yes
12878 Island Circle	05/12/2026	Yes	Yes
12523 Cerrito Drive	05/13/2026	Yes	No
12533 Cerrito Drive	05/13/2026	Yes	No
12519 Oak Street	05/13/2026	No	Yes
13081 E. Highway 20	05/14/2026	Yes	Yes
13088 1st Street	05/14/2026	Yes	Yes
12748 Island Circle	05/14/2026	Yes	Yes
13481 Anchor Village	05/14/2026	Yes	Yes
13121 Everglade Boulevard	05/14/2026	Yes	Yes
13232 Keys Boulevard	05/14/2026	Yes	Yes
588 Spinnaker Court	05/18/2026	Yes	Yes
13041 Flying Jib Court	05/18/2026	Yes	Yes
12883 Island Circle	05/18/2026	Yes	Yes
13217 Ebbside Village	05/18/2026	Yes	Yes
12893 Island Circle	05/18/2026	Yes	Yes
12810 Oak Knoll Avenue	05/19/2026	Yes	Yes
9905 Harvey Boulevard	05/19/2026	Yes	No
13393 Driftwood Village	05/19/2026	Yes	Yes
13432 Anchor Village	05/19/2026	Yes	Yes
622 Surf Lane	05/19/2026	Yes	Yes
12967 Konocti View	05/19/2026	Yes	Yes
13364 Anchor Village	05/19/2026	Yes	Yes

Summary	
Total Letters Logged	201
Water Opposition - Yes	199
Sewer Opposition - Yes	196

13351 Anchor Village	05/19/2026	Yes	Yes
13384 Anchor Village	05/19/2026	Yes	Yes
13490 Driftwood Village	05/19/2026	Yes	Yes
12947 5th Street	05/19/2026	Yes	Yes
13471 Anchor Village	05/19/2026	Yes	Yes
13361 Anchor Village	05/19/2026	Yes	Yes
12417 The Plaza	05/19/2026	Yes	Yes
13118 4th Street	05/19/2026	Yes	Yes
13482 Anchor Village	05/19/2026	Yes	Yes
12917 Lakeland Street	05/19/2026	Yes	Yes
11569 Lakeview Drive	05/19/2026	Yes	Yes
13462 Anchor Village	05/19/2026	Yes	Yes
400 Sulphur Bank Drive	05/19/2026	Yes	Yes
75 Lake Street	05/19/2026	Yes	Yes
13345 Ebbtide Village	05/21/2026	Yes	Yes
12992 6th Street	05/21/2026	Yes	Yes
12982 6th Street	05/21/2026	Yes	Yes
11961 Widgeon Way	05/21/2026	Yes	Yes
13226 Keys Boulevard	05/22/2026	Yes	Yes
13852 Apple Lane	05/22/2026	Yes	Yes
13995 Walnut Way	05/22/2026	Yes	Yes
13050 Island Drive	05/22/2026	Yes	Yes
12681 Shoreview Drive	05/26/2026	Yes	Yes
14034 Chestnut Lane	05/26/2026	Yes	Yes
12425 Manzanita Court	05/27/2026	Yes	Yes
13207 Keys Boulevard	05/27/2026	Yes	Yes
14124 Chestnut Lane	05/27/2026	Yes	Yes
11579 Widgeon Way	06/01/2026	Yes	Yes
13814 Plum Circle	06/01/2026	Yes	Yes
13824 Plum Circle	06/01/2026	Yes	Yes
13972 Hickory Lane	06/01/2026	Yes	Yes
13834 Plum Circle	06/01/2026	Yes	Yes
12928 4th Street	06/01/2026	Yes	Yes
13819 Grape Circle	06/01/2026	Yes	Yes
13952 Hickory Lane	06/01/2026	Yes	Yes
13809 Grape Circle	06/01/2026	Yes	Yes
13140 5th Street	06/01/2026	Yes	Yes
13843 Lemon Circle	06/01/2026	Yes	Yes
12925 High Valley Road	06/01/2026	Yes	Yes
12863 Island Circle	06/01/2026	Yes	Yes
547 Spinnaker Court	06/01/2026	Yes	Yes
12957 Keys Boulevard	06/01/2026	Yes	Yes
13323 Driftwood Village	06/01/2026	Yes	Yes
13935 Walnut Way	06/01/2026	Yes	Yes
12974 "A" 1st Street	06/01/2026	Yes	Yes
12040 Widgeon Way	06/01/2026	Yes	Yes
13050 Island Drive, #17	06/01/2026	Yes	Yes

13050 Island Drive, #7	05/28/2026	Yes	Yes
13050 Island Drive, #32	05/28/2026	Yes	Yes
13050 Island Drive, #27	06/01/2026	Yes	Yes
13050 Island Drive, #14	06/01/2026	Yes	Yes
13050 Island Drive, #28	05/26/2026	Yes	Yes
13050 Island Drive, #29	05/26/2026	Yes	Yes
13050 Island Drive, #21	05/27/2026	Yes	Yes
13050 Island Drive, #15	05/29/2026	Yes	Yes
13050 Island Drive, #30	06/01/2026	Yes	Yes
623 Spinnaker Court	06/01/2026	Yes	Yes
12980 Island Drive	06/01/2026	Yes	Yes
12848 1st Street	06/01/2026	Yes	Yes
12530 Pine Street	06/02/2026	Yes	Yes
13073 6th Street	06/02/2026	Yes	Yes
12478 Pine Street	06/02/2026	Yes	Yes
12564 Pine Street	06/02/2026	Yes	Yes
12499 Shady Lane	06/02/2026	Yes	Yes
12433 The Plaza	06/02/2026	Yes	Yes
215 Lake Street	06/03/2026	Yes	Yes
13062 6th Street	06/03/2026	Yes	Yes
13072 6th Street	06/03/2026	Yes	Yes
600 Pebble Way	06/03/2026	Yes	Yes
400 Sulphur Bank Drive, #84	06/03/2026	Yes	Yes
13213 2nd Street	06/03/2026	Yes	Yes
13050 Island Drive, #24	06/03/2026	Yes	Yes
12692 Center Way	06/03/2026	Yes	Yes
12361 Oakgrove Avenua	06/03/2026	Yes	Yes
13051 5th Street	06/03/2026	Yes	Yes
12371 Oak Grove, APT A	06/03/2026	Yes	Yes
12367 Oak Grove, APT A	06/03/2026	Yes	Yes
12367 Oak Grove, APT B	06/03/2026	Yes	Yes
12371 Oak Grove, APT B	06/03/2026	Yes	Yes
14057 Chetsnut Lane	06/03/2026	Yes	Yes
400 Sulphur Bank Drive, #127	06/04/2026	Yes	Yes
400 Sulpur Bank Drive, #143	06/04/2026	Yes	Yes
13167 Ebbtide Village	06/05/2026	Yes	Yes
12764 Island Circle	06/05/2026	Yes	Yes
569 Keys Boulevard	06/05/2026	Yes	Yes
12429 The Plaza	06/05/2026	Yes	Yes
13451 Anchor Village	06/08/2026	Yes	Yes
13461 Anchor Village	06/08/2026	Yes	Yes
12715 Island Circle	06/08/2026	Yes	Yes
13137 Keys Boulevard	06/08/2026	Yes	Yes
13212 1st Street	06/08/2026	Yes	Yes
12851 2nd Street	06/08/2026	Yes	Yes
13451 Marina Village	06/08/2026	Yes	Yes
13061 5th Street	06/08/2026	Yes	Yes

13057 5th Street	06/08/2026	Yes	Yes
12909 3rd Street	06/08/2026	Yes	Yes
400 Sulphur Bank Drive, #86	06/08/2026	Yes	Yes
13004 Keys Boulevard	06/08/2026	Yes	Yes
255 Lake Street	06/08/2026	Yes	Yes
13050 Island Drive, #26	06/08/2026	Yes	Yes
400 Sulphur Bank Drive, #83	06/08/2026	Yes	Yes
10240 E. Highway 20	06/08/2026	Yes	Yes
12887 4th Street	06/08/2026	Yes	Yes
13341 Anchor Village	06/09/2026	Yes	Yes
12601 E. Highway 20	06/09/2026	Yes	Yes
12595 E. Highway 20	06/09/2026	Yes	Yes
49 Olsen Road	06/09/2026	Yes	Yes
10140 Mitchell Road	06/09/2026	Yes	Yes
12604 E. Highway 20	06/09/2026	Yes	Yes
13286 Surf Lane	06/09/2026	Yes	Yes
13079 Venus Village	06/09/2026	Yes	Yes
12678 E. Highway 20	06/09/2026	Yes	Yes
12811 Lakeview Drive	06/09/2026	Yes	Yes
13902 Hickory Lane	06/09/2026	Yes	Yes
13096 2nd Street	06/09/2026	Yes	Yes
13286 Surf Lane	06/09/2026	Yes	Yes
12501 Shady Lane	06/09/2026	Yes	Yes
12599 E. Highway 20	06/09/2026	Yes	Yes
12950 Lakeland	06/09/2026	Yes	Yes
13902 Hickory Lane	06/09/2026	Yes	Yes
13192 Venus Village	06/09/2026	Yes	Yes
13450 Marina Village	06/09/2026	Yes	Yes
13458 Marina Village	06/09/2026	Yes	Yes
400 Sulphur Bank Drive, #75	06/10/2026	Yes	Yes
400 Sulphur Bank Drive, #20	06/10/2026	Yes	Yes
400 Sulphur Bank Drive, #20	06/10/2026	Yes	Yes
400 Sulphur Bank Drive, #35	06/10/2026	Yes	Yes
400 Sulphur Bank Drive, #46	06/10/2026	Yes	Yes
400 Sulphur Bank Drive, #146	06/10/2026	Yes	Yes
400 Sulphur Bank Drive, #33	06/10/2026	Yes	Yes
400 Sulphur Bank Drive, #159	06/10/2026	Yes	Yes
400 Sulphur Bank Drive, #52	06/10/2026	Yes	Yes
400 Sulphur Bank Drive, #29	06/10/2026	Yes	Yes
400 Sulphur Bank Drive, #81	06/10/2026	Yes	Yes
400 Sulphur Bank Drive, #18	06/10/2026	Yes	Yes
400 Sulphur Bank Drive, #30	06/10/2026	Yes	Yes
400 Sulphur Bank Drive, #18	06/10/2026	Yes	Yes
400 Sulphur Bank Drive, #78	06/10/2026	Yes	Yes
400 Sulphur Bank Drive, #156	06/10/2026	Yes	Yes
12449 Lakeview Drive	06/10/2026	Yes	Yes
12430 Lakeview Drive	06/10/2026	Yes	Yes

Case Excavating, Inc.
PO Box 2588
Clearlake, Ca. 95422
(707) 994-6815
Lic. # 895670

Proposal Submitted To: Clearlake Oaks County Water District	Phone: 998-3322	Date 5/19/2026
Street or PO Box PO Box 709	Job Name Valve vault	
City, State and Zip Code Clearlake Oaks, CA 95423	Job Location Treatment Plant, Jensen Rd Clearlake Oaks, CA	APN #

Proposal

Install a 5' x 5' valve vault at the sewer treatment plant on Jensen Rd. The vault lid will be 2 pieces, one will support the valve the other side will be hinged for access. The lid will be painted a color of your choice.

We propose hereby to furnish equipment, labor and materials not supplied by the Water Co. – complete in accordance with the above specifications, for the sum of Twenty One Thousand Even Dollars..... (\$21,000.00)

All agreements are contingent upon weather, accidents or delays beyond our control.

Excludes: Survey, permits, fees, testing & inspection unless listed above.

Acceptance of Proposal – Signature _____

Date of Acceptance: _____

**CLO Water and Wastewater District
PROJECTED BUDGET 2026-2027**

Target % > **0%**

As of July 2026 Summary	<u>WATER</u>				<u>WASTEWATER</u>			
	Budget		Actual YTD		Budget		Actual YTD	
	Annual	YTD	Amount	%	Annual	YTD	Amount	%
Total Operating Revenue	1,763,296	-	-	0%	1,808,700	-	-	0%
Total Operating Expenses	1,601,409	-	-	0%	1,719,058	-	-	0%
Operating Balance (loss)	161,887	-	-		89,642	-	-	
420 Connection Fees	10,000	-	-	0%	20,000	-	-	0%
445 Bulk Water Sales	10,000	-	-			-	-	
450 Non S/W Rev - ATT Cell Lease	11,000	-	-		11,000	-	-	
450 Non S/W Rev - County Treasury	100,000	-	-	0%	125,000	-	-	0%
Reserves	50,000	-	-	0%	50,000	-	-	0%
USDA Payment	135,000				130,000			
FEMA/CalOES Payment	63,000				63,000			
Net Change In Net Position (loss)	44,887	-	-		2,642	-	-	

Current Revenue Notes:

450 - Other - Non S/W Rev: ATT Lease and Tax Roll

Past Revenue Notes

General Ledger
District CRP
Paradise Cove CRP
Paradise Cove Escrow
Water Reserve
Sewer Reserve
LAIF Account
Total \$0.00

As of July 2026 Operating Revenue	<u>WATER</u>				<u>WASTEWATER</u>			
	Budget		Actual YTD		Budget		Actual YTD	
	Annual	YTD	Amount	%	Annual	YTD	Amount	%
410 Client Reg Pmt	1,730,296	-	-	0%	1,772,400	-	-	0%
430 Penalty & Interest	33,000	-	-	0%	36,300	-	-	0%
440 Misc	-	-	-	0%	-	-	-	0%
Total Revenue >	1,763,296	-	-	0%	1,808,700	-	-	0%

As of July 2026 Operating Expenses	Budget				Actual			
	Annual		YTD		YTD		Spent	
	Annual	YTD	Amount	%	YTD	Amount	%	
505 Salaries & Wages	482,085	-	-	0%	649,201	-	-	0%
520 FICA - District Share	38,588	-	-	0%	52,025	-	-	0%
530 Medical Ins - District Share	89,248	-	-	0%	138,869	-	-	0%
540 CalPERS - District Share	96,883	-	-	0%	112,105	-	-	0%
550 Unemployment	5,000	-	-	0%	5,000	-	-	0%
560 Workmans Compensation	32,068	-	-	0%	32,925	-	-	0%
Salaries and Employee Benefits >	743,872	-	-	0%	990,126	-	-	0%

605 Advertising	300	-	-	0%	300	-	-	0%
610 Bank Fees	2,410	-	-	0%	2,400	-	-	0%
620 Communications & Internet	21,300	-	-	0%	21,300	-	-	0%
622 Board Exp	3,500	-	-	0%	3,500	-	-	0%
625 Equip - Field <\$4,000.00	1,250	-	-	0%	2,750	-	-	0%
630 Equip - Office	7,000	-	-	0%	7,500	-	-	0%
640 Fuel & Oil	19,250	-	-	0%	17,300	-	-	0%
645 Insurance	78,935	-	-	0%	78,935	-	-	0%

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650	Interest	3,000	-	-	0%	3,000	-	-	0%
657	Lab	28,700	-	-	0%	22,550	-	-	0%
660	Memberships/Subscriptions/Licenses	54,200	-	-	0%	66,700	-	-	0%
665	Mileage Reimb	-	-	-	0%	-	-	-	0%
670	Postage & Shipping	13,000	-	-	0%	13,000	-	-	0%
675	Professional Services	42,900	-	-	0%	43,100	-	-	0%
685	Rents	7,500	-	-	0%	7,500	-	-	0%
690	Safety & Security	5,700	-	-	0%	9,550	-	-	0%
700	Tools & Instruments	3,700	-	-	0%	2,500	-	-	0%
703	Apparel	3,960	-	-	0%	3,760	-	-	0%
705	Supplies - Office	5,300	-	-	0%	5,300	-	-	0%
715	Treatment Chemicals	137,775	-	-	0%	60,500	-	-	0%
720	Supplies - Operating - Other	5,000	-	-	0%	33,000	-	-	0%
730	Taxes - Licenses	0	-	-	0%	0	-	-	0%
735	Training	11,500	-	-	0%	6,000	-	-	0%
745	Travel	3,000	-	-	0%	2,750	-	-	0%
750	Utilities	313,947	-	-	0%	254,147	-	-	0%
760	Waste Disposal	15,385	-	-	0%	56,065	-	-	0%
795	Yolo Co	61,000	-	-	0%				
799	Misc	1,925	-	-	0%	1,925	-	-	0%
	Services and Supplies >	851,437	-	-	0%	725,332	-	-	0%
	Repairs & Replacement								
810	R&R Buildings & Grounds	6,100	-	-	0%	3,600	-	-	0%
815	R&R Damage Claims	0	-	-	0%	-	-	-	0%
820	R&R Lift Stations	-	-	-	0%	-	-	-	0%
830	R&R Equipment	0	-	-	0%	0	-	-	0%
832	R&R Mains/Service Lines	-	-	-	0%	-	-	-	0%
840	R&R Vehicles	-	-	-	0%	-	-	-	0%
	Repairs & Replacement >	6,100	-	-	0%	3,600	-	-	0%
	Total Expenses >	1,601,409	-	-	0%	1,719,058	-	-	0%

0 Administration Budget Variance Report July 1, 2026 through June 30, 2027		Target % >	0.0%	GL ADMIN		
As of July 2026		2026-2027 Budget		Actual	%	Total
Expenses		Annual	YTD	YTD	Spent	Remaining
505	Salaries & Wages	456,687	-	-	0.0%	456,687
520	FICA - District Share	34,937	-	-	0.0%	34,937
530	Medical Ins - District Share	77,121	-	-	0.0%	77,121
540	CalPERS-Dist Share (Unfunded Liab \$129,318)	159,675	-	-	0.0%	159,675
550	Unemployment	10,000	-	-	0.0%	10,000
560	Workers Comp Ins	8,341	-	-	0.0%	8,341
Salaries and Employee Benefits >		746,761	-	-	0.0%	746,761
605	Advertising	600	-	-	0.0%	600
610	Bank Fees	4,800	-	-	0.0%	4,800
620	Communications & Internet	9,000	-	-	0.0%	9,000
622	Board	7,000	-	-	0.0%	7,000
625	Equip - Field <\$4,999.00	0	-	-	0.0%	0
630	Equip - Office	13,000	-	-	0.0%	13,000
640	Fuel & Oil	0	-	-	0.0%	0
645	Insurance	0	-	-	0.0%	0
650	Interest	0	-	-	0.0%	0
657	Outsource Lab / Internal Lab	0	-	-	0.0%	0
660	Memberships/Subscriptions/licenses	29,200	-	-	0.0%	29,200
670	Postage & Shipping	26,000	-	-	0.0%	26,000
675	Professional Services (Legal, IT)	40,000	-	-	0.0%	40,000
685	Rents	15,000	-	-	0.0%	15,000
690	Safety & Security	1,500	-	-	0.0%	1,500
700	Tools & Instruments	0	-	-	0.0%	0
703	Apparel	1,320	-	-	0.0%	1,320
705	Supplies - Office	6,600	-	-	0.0%	6,600
715	Treatment Chemicals	0	-	-	0.0%	0
720	Supplies - Operating - Other	0	-	-	0.0%	0
735	Training, Certifications	9,000	-	-	0.0%	9,000
745	Travel	5,000	-	-	0.0%	5,000
750	Utilities	8,294	-	-	0.0%	8,294
760	Waste Disposal	770	-	-	0.0%	770
795	Yolo Co	0	-	-	0.0%	0
799	Team Building	3,500	-	-	0.0%	3,500
Services and Supplies >		180,584	-	-	0.0%	180,584
Repairs & Replacement						
810	R&R Buildings & Grounds	2,200	-	-	0.0%	2,200
815	R & R Damage Claims	0	-	-	0.0%	0
820	R&R Lift Stations	-	-	-	0.0%	-
830	R&R Equipment	0	-	-	0.0%	0
832	R&R Mains/Service Lines	0	-	-	0.0%	0
840	R&R Vehicles	0	-	-	0.0%	0
Repairs & Replacement >		2,200	-	-	0.0%	2,200
Total Expenses >		929,545	-	-	0.0%	929,545

540 Includes Unfunded Liability

0 Wastewater Budget Variance Report July 1, 2026 through June 30, 2027		Target % >	0.0%	GL WASTEWATER
As of July 2026		2026-2027 Budget		
Expenses	Annual	YTD	Actual YTD	% Spent
				Total Remaining
505 Salaries & Wages	420,858	-	-	0.0% 420,858
520 FICA - District Share	34,557	-	-	0.0% 34,557
530 Medical Ins - District Share	100,308	-	-	0.0% 100,308
540 CalPERS - District Share	32,268	-	-	0.0% 32,268
550 Unemployment	0	-	-	0.0% 0
560 Workmans Compensation	28,755	-	-	0.0% 28,755
Salaries and Employee Benefits >	616,745	-	-	0.0% 616,745
605 Advertising	0	-	-	0.0% 0
610 Bank Fees	0	-	-	0.0% 0
620 Communications & Internet	14,300	-	-	0.0% 14,300
622 Board	0	-	-	0.0% 0
625 Equip - Field <\$4,999.00	1,500	-	-	0.0% 1,500
630 Equip - Office	1,000	-	-	0.0% 1,000
640 Fuel & Oil	8,250	-	-	0.0% 8,250
645 Insurance	78,935	-	-	0.0% 78,935
650 Interest	0	-	-	0.0% 0
657 Outsource Lab / Internal Lab	22,550	-	-	0.0% 22,550
660 Memberships/Subscriptions/Permits	52,100	-	-	0.0% 52,100
665 Vacant	-	-	-	0.0% -
670 Postage & Shipping	0	-	-	0.0% 0
675 Professional Services (SCADA)	23,100	-	-	0.0% 23,100
685 Rents	0	-	-	0.0% 0
690 Safety & Security	8,800	-	-	0.0% 8,800
700 Tools & Instruments	2,500	-	-	0.0% 2,500
703 Apparel	3,100	-	-	0.0% 3,100
705 Supplies - Office	2,000	-	-	0.0% 2,000
715 Treatment Chemicals	60,500	-	-	0.0% 60,500
720 Supplies-Operating-Other-Titan Tubes	33,000	-	-	0.0% 33,000
730 Vacant	0	-	-	0.0% 0
735 Training, Certifications	1,500	-	-	0.0% 1,500
745 Travel	250	-	-	0.0% 250
750 Utilities	250,000	-	-	0.0% 250,000
760 Waste Disposal	55,680	-	-	0.0% 55,680
795 Yolo Co	0	-	-	0.0% 0
798 Customer Refund				
799.1 Team Building				
Services and Supplies >	619,065	-	-	0.0% 619,065
Repairs & Replacement				
810 R&R Buildings & Grounds	2,500	-	-	0.0% 2,500
815 R&R Damage Claims	0	-	-	0.0% 0
820 R&R Lift Stations	0	-	-	0.0% 0
830 R&R Equipment	0	-	-	0.0% 0
832 R&R Mains/Service Lines	0	-	-	0.0% -
840 R&R Vehicles	-	-	-	0.0% -
Repairs & Replacement >	2,500	-	-	0.0% 2,500
Total Expenses >	1,238,310	-	-	0.0% 1,238,310
Expense Notes				

59

0	Water Budget Variance Report July 1, 2026 through June 30, 2027	Target % >	0.0%	GL WATER
	As of July 2026	2026-2027 Budget	Actual	Total
	Expenses	Annual	YTD	Remaining
505	Salaries & Wages	253,741	-	253,741
520	FICA - District Share	21,119	-	21,119
530	Medical Ins - District Share	50,688	-	50,688
540	CalPERS - District Share	17,045	-	17,045
550	Unemployment	0	-	0
560	Workmans Compensation	27,897	-	27,897
	Salaries and Employee Benefits >	370,491	-	370,491
605	Advertising	0	-	0
610	Bank Fees	0	-	0
620	Communications & Internet	14,300	-	14,300
622	Board Exp	0	-	0
625	Equip - Field <\$4,999.00	0	-	0
630	Equip - Office	500	-	500
640	Fuel & Oil	10,200	-	10,200
645	Insurance	78,935	-	78,935
650	Interest	0	-	0
657	Outside Lab / Internal Lab	28,700	-	28,700
660	Memberships/Subscriptions/Permits	39,600	-	39,600
665	Mileage Reimb	-	-	-
670	Postage & Shipping	0	-	0
675	Professional Services (SCADA, Mtce Prog)	22,900	-	22,900
685	Rents	0	-	0
690	Safety & Security (includes boots)	4,950	-	4,950
700	Tools & Instruments	3,700	-	3,700
703	Apparel	3,300	-	3,300
705	Supplies - Office	2,000	-	2,000
715	Treatment Chemicals	137,775	-	137,775
720	Supplies - Operating - Other	5,000	-	5,000
730	Vacant	0	-	0
735	Training, Certifications	7,000	-	7,000
745	Travel	500	-	500
750	Utilities	309,800	-	309,800
760	Waste Disposal	15,000	-	15,000
795	Yolo Co	61,000	-	61,000
798	Customer Refund			
799	Team Building	0	-	0
	Services and Supplies >	745,160	-	745,160
	Repairs & Replacement			
810	R&R Buildings & Grounds	5,000	-	5,000
815	R & R Damage Claims	0	-	0
820	R&R Lift Stations	0	-	0
830	R&R Equipment	0	-	0
832	R&R Mains	0	-	-
840	R&R Vehicles	0	-	0
		-	-	-
	Repairs & Replacement >	5,000	-	5,000
	Total Expenses >	1,120,651	-	1,120,651

Clearlake Oaks Co Water District
 Budget Variance Report July 1, 2026 through June 30, 2027

Target % > 0.0% CRP-PC

0

As of July 2026

Summary	Budget Annual	YTD		Actual YTD		Total Remaining
		Amount	%	Amount	%	
PC CRP Revenue	19,536	-	-	0.0%	0%	
PC CRP Expenses	0	-	-	0.0%	0%	
		2026-2027 Budget		Actual	%	Total
Expenses	Annual	YTD	YTD	Spent		Remaining
605 Advertising	-	-	-	0.0%		-
610 Bank Fees	-	-	-	0.0%		-
620 Communications & Internet	-	-	-	0.0%		-
622 Board	-	-	-	0.0%		-
625 Equip - Field <\$4,999.00	-	-	-	0.0%		-
630 Equip - Office	-	-	-	0.0%		-
640 Fuel & Oil	-	-	-	0.0%		-
645 Insurance	-	-	-	0.0%		-
650 Interest	-	-	-	0.0%		-
657 Outsource Lab / Internal Lab	-	-	-	0.0%		-
660 Memberships & Subscriptions	-	-	-	0.0%		-
665 Mileage Reimb	-	-	-	0.0%		-
670 Postage & Shipping	-	-	-	0.0%		-
675 Professional Services (SCADA)	-	-	-	0.0%		-
685 Rents	-	-	-	0.0%		-
690 Safety & Security	-	-	-	0.0%		-
700 Tools & Instruments	-	-	-	0.0%		-
703 Apparel	-	-	-	0.0%		-
705 Supplies - Office	-	-	-	0.0%		-
715 Treatment Chemicals	-	-	-	0.0%		-
720 Supplies - Operating - Other	-	-	-	0.0%		-
730 Vacant	-	-	-	0.0%		-
735 Training, Certifications	-	-	-	0.0%		-
745 Travel / Lodging	-	-	-	0.0%		-
750 Utilities	-	-	-	0.0%		-
760 Waste Disposal	-	-	-	0.0%		-
795 Yolo Co	-	-	-	0.0%		-
799 Team Building	0	-	-	0.0%		0
Services and Supplies >		0	-	-	0.0%	0
Repairs & Replacement						
810 R&R Buildings & Grounds	-	-	-	0.0%		-
815 R&R Damage Claims	0	-	-	0.0%		0
820 R&R Lift Stations	-	-	-	0.0%		-
830 R&R Equipment	-	-	-	0.0%		-
832 R&R Mains/Laterals	-	-	-	0.0%		-
840 R&R Vehicles	-	-	-	0.0%		-
Repairs & Replacement >		0	-	-	0.0%	0
Total Expenses >		0	-	-	0.0%	0

01

Budget Variance Report July 1, 2026 through June 30, 2027

0

Target % > 0.0% CRP-WATER

As of July 2026 Summary	WATER - CRP Budget		Actual YTD	
	Annual	YTD	Amount	%
WATER CRP Revenue	516,304	-	0.0%	0%
WATER CRP Expenses	503,074	-	0.0%	0%

Operating Balance

13,230

Expenses		2026-2027 Budget Annual	YTD	Actual YTD	% Spent	Total Remaining
505	Salaries & Wages	241,919	-	-	0.0%	241,919
520	FICA - District Share	20,008	-	-	0.0%	20,008
530	Medical Ins - District Share	40,767	-	-	0.0%	40,767
540	CalPERS - District Share	17,080	-	-	0.0%	17,080
550	Unemployment	0	-	-	0.0%	0
560	Workmans Compensation	10,000	-	-	0.0%	10,000
Salaries and Employee Benefits >		329,774	-	-	0.0%	329,774
605	Advertising	0	-	-	0.0%	0
610	Bank Fees	0	-	-	0.0%	0
620	Communications & Internet	3,500	-	-	0.0%	3,500
622	Board	0	-	-	0.0%	0
625	Equip - Field <\$4,999.00	2,500	-	-	0.0%	2,500
630	Equip - Office	-	-	-	0.0%	-
640	Fuel & Oil	18,100	-	-	0.0%	18,100
645	Insurance	0	-	-	0.0%	0
650	Interest	6,000	-	-	0.0%	6,000
657	Outsource Lab / Internal Lab	2,500	-	-	0.0%	2,500
660	Memberships/Subscriptions/Licenses	0	-	-	0.0%	0
665	Mileage Reimb	0	-	-	0.0%	0
670	Postage & Shipping	0	-	-	0.0%	0
675	Professional Services Leak Chk	-	-	-	0.0%	-
685	Rents	0	-	-	0.0%	0
690	Safety & Security	5,000	-	-	0.0%	5,000
700	Tools & Instruments	2,000	-	-	0.0%	2,000
703	Apparel	2,200	-	-	0.0%	2,200
705	Supplies - Office	-	-	-	0.0%	-
715	Treatment Chemicals	0	-	-	0.0%	0
720	Supplies - Operating - Other	4,000	-	-	0.0%	4,000
735	Training, Certifications	1,500	-	-	0.0%	1,500
745	Travel	-	-	-	0.0%	-
750	Utilities	0	-	-	0.0%	0
760	Waste Disposal	0	-	-	0.0%	0
795	Yolo Co	0	-	-	0.0%	0
799	Team Building	0	-	-	0.0%	0
Services and Supplies >		47,300	-	-	0.0%	47,300
Repairs & Replacement						
810	R&R Buildings & Grounds	1,000	-	-	0.0%	1,000
815	R & R Damage Claims	0	-	-	0.0%	0
820	R&R Lift Stations	0	-	-	0.0%	0
830	R&R Equipment	55,000	-	-	0.0%	55,000
830.1	Hydrants	10,000	-	-	0.0%	10,000
832	R&R Mains/Service Lines/Tanks	40,000	-	-	0.0%	40,000
840	R&R Vehicles	20,000	-	-	0.0%	20,000
Repairs & Replacement >		126,000	-	-	0.0%	126,000
Total Expenses >		503,074	-	-	0.0%	503,074

CRP-S = Tom, Heaven, Joshua, Kenney

CRP-W= Jeremy, Jesse

02

Budget Variance Report July 1, 2026 through June 30, 2027

SEWER-CRP

Target % > 0.0% CRP-SEWER

As of July 2026

Summary	Budget Annual	YTD	Actual YTD Amount	%
EWER CRP Revenue	486,760	-	0.0%	0%
EWER CRP Expenses	500,676	-	0.0%	0%

Rating Balance (loss) (13,916)

Expenses	2026-2027 Budget		Actual YTD	%	Total
	Annual	YTD			
505 Salaries & Wages	262,245	-	-	0.0%	262,245
520 FICA - District Share	21,659	-	-	0.0%	21,659
530 Medical Ins - District Share	57,067	-	-	0.0%	57,067
540 CalPERS - District Share	19,564	-	-	0.0%	19,564
550 Unemployment	-	-	-	0.0%	-
560 Workmans Compensation	24,541	-	-	0.0%	24,541
Salaries and Employee Benefits >	385,076	-	-	0.0%	385,076
605 Advertising	0	-	-	0.0%	0
610 Bank Fees	0	-	-	0.0%	0
620 Communications & Internet	5,000	-	-	0.0%	5,000
622 Board	0	-	-	0.0%	0
625 Equip - Field <\$4,999.00	2,500	-	-	0.0%	2,500
630 Equip - Office	-	-	-	0.0%	-
640 Fuel & Oil	18,100	-	-	0.0%	18,100
645 Insurance	0	-	-	0.0%	0
650 Interest	6,000	-	-	0.0%	6,000
657 Outsource Lab / Internal Lab	0	-	-	0.0%	0
660 Memberships/Subscriptions/Licenses	0	-	-	0.0%	0
665 Mileage Reimb	0	-	-	0.0%	0
670 Postage & Shipping	0	-	-	0.0%	0
675 Professional Services (SCADA)	0	-	-	0.0%	0
685 Rents	-	-	-	0.0%	-
690 Safety & Security (includes Boots)	7,000	-	-	0.0%	7,000
700 Tools & Instruments	2,000	-	-	0.0%	2,000
703 Apparel	3,500	-	-	0.0%	3,500
705 Supplies - Office	-	-	-	0.0%	-
715 Treatment Chemicals	0	-	-	0.0%	0
720 Supplies - Operating - Other	4,000	-	-	0.0%	4,000
735 Training, Certification	1,500	-	-	0.0%	1,500
745 Travel	-	-	-	0.0%	-
750 Utilities	0	-	-	0.0%	0
760 Waste Disposal	0	-	-	0.0%	0
795 Yolo Co	0	-	-	0.0%	0
799 Team Building	0	-	-	0.0%	0
Services and Supplies >	49,600	-	-	0.0%	49,600
Repairs & Replacement					
810 R&R Buildings & Grounds	1,000	-	-	0.0%	1,000
815 R & R Damage Claims	0	-	-	0.0%	0
820 R&R Lift Stations	5,000	-	-	0.0%	5,000
830 R&R Equipment	30,000	-	-	0.0%	30,000
832 R&R Mains/Laterals	20,000	-	-	0.0%	20,000
840 R&R Vehicles	10,000	-	-	0.0%	10,000
	-	-	-	0.0%	-
Repairs & Replacement >	66,000	-	-	0.0%	66,000
Total Expenses >	500,676	-	-	0.0%	500,676

CRP-S = Tom, Heaven, Joshua, Kenney

CRP-W= Jeremy, Jesse

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AMENDMENT NO. 2

TO AGREEMENT FOR THE ACCEPTANCE OF EFFLUENT

THIS AMENDMENT NO. 2 ("Amendment") is made as of _____, 2026, by and between Lake County Sanitation District, Northwest WWTP ("LACOSAN"), and Clearlake Oaks County Water District ("District").

RECITALS

Whereas LACOSAN and District entered into that certain "Agreement for the Acceptance of Effluent" dated July 21, 1998 (the "Original Agreement"), which was subsequently amended by Amendment No. 1 to extend the term through July 21, 2025; and

Whereas the Original Agreement governs the transport of Effluent from the District's Wastewater Treatment Facility to the Southeast Reservoir for inclusion in the Geysers Pipeline disposal; and

Whereas LACOSAN utilizes the pipeline segment extending from the District's Wastewater Treatment Facility to the Southeast Reservoir (the "Shared Pipeline") to transport LACOSAN effluent; and

Whereas the Parties desire to extend the term of the Agreement and modify the terms regarding Operations, Maintenance, and Cost-Sharing to equitably reflect LACOSAN's active utilization of the Shared Pipeline.

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions, the Parties agree as follows:

1. AMENDMENT OF SECTION 3, TERM

Section 3.1 of the Original Agreement is hereby amended to extend the term. The Agreement shall remain in full force and effect for a period of twenty-five (25) years from the effective date of this Amendment, or until the termination of LACOSAN's agreement with the Geysers Pipeline owners, whichever occurs first.

Section 3.2 is hereby amended to read as follows:

“3.2 Decommissioning Costs

Upon final termination of the Agreement, if removal or decommissioning of the Project Pipeline, Pumping Station, and/or other ancillary facilities is required

by any party with regulatory or other authority to so order, or as agreed by the Parties, the Parties shall split removal and decommissioning costs equally.”

2. AMENDMENT OF SECTION 4, OPERATIONS AND MAINTENANCE

Section 4 of the Original Agreement ("OPERATION AND MAINTENANCE") is hereby deleted in its entirety and replaced with the following:

“4. OPERATION AND MAINTENANCE

4.1 Routine Inspections and Minor Repairs

The District shall continue to perform all required monthly inspections of the Shared Pipeline (approximately 3.5 miles) between the District’s Wastewater Treatment Plant and the Southeast Regional Treatment Facility. The District will also perform minor repairs as needed to maintain normal operation of the pipeline.

4.2 Major Repairs

For the purposes of this Agreement, a “major repair” is defined as any repair exceeding \$10,000s in cost, or other mutually agreed-upon threshold. All major repairs shall be funded on a 50/50 cost-sharing basis between the District and LACOSAN. The District will notify LACOSAN when a major repair is identified and provide reasonable documentation supporting the repair need and estimated costs.

4.3 Coordination and Quarterly Meetings

The District and LACOSAN shall hold quarterly operational meetings at the District’s Wastewater Treatment Plant to maintain familiarity with the pipeline system, review inspection results, and coordinate upcoming work.

LACOSAN personnel shall assist District staff in performing in-house major repairs when the District determines such assistance is appropriate. The District will provide one week’s notice for planned work requiring LACOSAN assistance. Emergency situations are exempt from the advance-notice requirement.

4.4 Corrosion Testing and Evaluation

When LACOSAN conducts corrosion testing of its system, such testing shall include the entire Shared Pipeline between the District’s facilities and the Southeast Reservoir. The District shall pay 50% of the cost of corrosion testing performed on this specific segment.



3. AMENDMENT OF SECTION 5, O&M EXPENSES

Section 5.2 of the Original Agreement ("OPERATION & MAINTENANCE EXPENSES") is hereby amended as follows:

"5.2 Pipeline Compensation

The District shall not receive any compensation from LACOSAN or the Geysers Pipeline participants for the District's Effluent. LACOSAN shall not receive any compensation from the District for the operation or maintenance of the Shared Pipeline between the District's Wastewater Treatment Plant and the Southeast Reservoir. Exhibit A is hereby removed from the Agreement."

4. AMENDMENT OF SECTION 6, DELIVERY AND ACCEPTANCE

Section 6 is amended to add section 6.9 related to SCADA monitoring, as follows:

"6.9 SCADA Monitoring for Shared Pipeline Operations. Each Party owns, operates, and maintains its own SCADA system. For the limited purpose of coordinating operation, maintenance, and emergency response related to the shared Pipeline, each Party shall, if and when available, provide the other Party with read-only SCADA viewing access to designated screens, data points, alarms, and historical trends directly associated with sludge pumping and conveyance within the shared pipeline. SCADA access granted under this Agreement shall be strictly passive and informational in nature. Under no circumstances shall either Party have the ability to start, stop, adjust, override, bypass, or otherwise control the other Party's pumps, valves, instrumentation, control logic, or treatment processes.

Each Party shall be responsible for its own costs associated with configuring, maintaining, and securing access to the other Party's SCADA, unless otherwise expressly agreed in writing.

The provision of SCADA viewing access does not create a duty to monitor, operate, maintain, or supervise the other Party's wastewater facilities, nor does it expand or modify any existing legal, regulatory, or common-law duties or liabilities of either Party."

5. AMENDMENT OF SECTION 7, OPERATING EMERGENCIES

Section 7 of the Original Agreement ("OPERATING EMERGENCIES") is hereby amended to add subsection 7.4 as follows:

"7.4 Emergency Costs Allocation

(a) "Emergency" means the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions such as air pollution, fire, flood, storm, epidemic, riot, drought, cyberterrorism, sudden and severe energy shortage, electromagnetic pulse attack, plant or animal infestation or disease, an earthquake, or other conditions, which, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment and facilities of any municipal entity and may require the combined forces of a mutual aid region or regions to combat.

(b) Notwithstanding anything to the contrary in this Agreement, in the event of an Emergency that threatens the integrity of the pipeline, public health, or environmental compliance, LACOSAN and the District shall immediately cooperate to mitigate impacts, restore service, and prevent recurrence. Both parties shall provide personnel, equipment, and support as available and appropriate. Cost responsibilities for emergency response shall be reasonably determined based on the origin and nature of the incident, unless otherwise agreed in writing."

6. AMENDMENT OF SECTION 12, PARTICIPATION OF LACOSAN

Section 12 of the Original Agreement ("PARTICIPATION OF LACOSAN") is hereby deleted and replaced with the following to reflect current operational status:

"12. JOINT USE AND PARTICIPATION

The Parties acknowledge that LACOSAN currently utilizes the Shared Pipeline to transport effluent. The obsolete provisions regarding future determination of participation are hereby removed. The respective responsibilities for the Shared Pipeline are solely as defined in the Original Agreement and this Amendment. To the extent the Original Agreement and this Amendment conflict, this Amendment governs."

7. INDEMNIFICATION

Section 13 is deleted and replaced with the following:

"13. INDEMNIFICATION – HOLD HARMLESS

13.1 Each party ("Indemnifying Party") shall indemnify, defend, and hold harmless the other party and its officers, directors, employees, agents, and volunteers ("Indemnified Party") from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees and litigation costs, to the extent arising out of or resulting from the negligent acts, errors, or omissions, willful misconduct, or

breach of this Agreement by the Indemnifying Party or its officers, employees, agents, or contractors in the performance of this Agreement.

13.2 No party shall be required to indemnify, defend, or hold harmless the other party for claims, damages, or losses arising from the sole negligence or willful misconduct of the Indemnified Party. If a claim involves the concurrent negligence or fault of both parties, each party shall be responsible for indemnification in proportion to its respective degree of fault.

13.3 This indemnification obligation shall survive the expiration or termination of this Agreement.”

8. GENERAL PROVISIONS

All other terms and conditions of the Original Agreement and Amendment No. 1 not in conflict with this Amendment No. 2 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 as of the day and year first above written.

LAKE COUNTY SANITATION DISTRICT

CLEARLAKE OAKS COUNTY WATER DISTRICT

By _____
Robin Borre
Special Districts Administrator

By _____
Dianna Mann
General Manager

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

for

**Engineering Services for the
SWRCB Grant-Funded Water Reliability Project**

**Clearlake Oaks County Water District
(Owner)**

**MC Engineering, Inc.
(Consulting Engineer)**

June 12th, 2026

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of June 18th, 2026 ("Effective Date") between Clearlake Oaks County Water District ("Owner") and MC Engineering, Inc. ("Engineer"). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows: SWRCB Grant-Funded Water Reliability Project ("Project"). Other terms used in this Agreement are defined in Article 7. Engineer's services under this Agreement are generally identified as follows: Provide planning, design, and construction management services for the District's water system as described in more detail in the attached scope of work.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A and further defined in Attachment A for the initial authorization.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer's services;
 - 2. the presence at the Site of any Constituent of Concern; or
 - 3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 *Commencement*

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due in full 10 days after the District receives a reimbursement check from the State.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 60 days after receipt of grant funds allocated for payment to Engineer, then:
 - 1. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the effective date any governmental entity takes a legislative action that imposes additional sales or use taxes on the Engineer's services or compensation under this agreement, then Engineer may invoice such additional expenses for the reimbursement by the owner as a part of a contract change order.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agree to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner. Consultants shall be paid out of the engineer's budget.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
1. Engineer and Owner shall comply with applicable Laws and Regulations.
 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC®C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and

performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for mutually agreed upon compensation for design services during construction (i.e. submittal review, change order approvals, meeting attendance, responding to RFI's, etc., preparing recording drawings, etc.) in the event third party construction management and/or inspection services are provided by others.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations. The Owner will be required to provide a liability release if the drawings or specifications are released to other third parties for modification after they are stamped and approved by the Engineer.

- C. Owner acknowledges that the Design Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorney's fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by engineer.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.

- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- F. ing party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants to provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements. Cost and reimbursement for such additional insurance shall be negotiated in good faith with the Owner and State if warranted.

6.06 *Suspension and Termination*

A. *Suspension:*

- 1. *By Owner.* Owner may suspend the Project for up to 150 days upon seven days written notice to Engineer.
- 2. *By Engineer.* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

- 1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond

Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.

- c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and there
 - d. after continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the State of California. Venue shall be in Sacramento County.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby

bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- D. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom.
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations .
- C. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, until 2064 following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost. The Engineer will not be held responsible for retaining records if MC Engineering is no longer operating as a business.

- B. The District is under agreement with the State of California to retain records until December 31, 2064. Applicable Financial and Accounting Records, Contracts and Procurement Records, Project Management and Technical Records, Environmental and Permitting Records, TMF Documentation, Audit Records, and other formal records made available to or produced by MC Engineering will be submitted to the District via email to the General Manager and Board Secretary throughout the duration of the project and it will be the responsibility of the District to maintain those records through 2064.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 - 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 - 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 - 4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final

payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement,

including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing,

commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.

25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
 35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
 36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
 37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
- B. *Day*:
1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included*:

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit F, Construction Cost Limit.
- F. Exhibit G, Insurance.
- G. Exhibit H, Dispute Resolution.

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8.02 *Attachments Included: Attachment A* Scope of Work, **Attachment B** Proposed Project Descriptions, **Attachment C** Proposed Project Map.

8.03 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.

8.04 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.05 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: Clearlake Oaks County Water District

Engineer: MC Engineering, Inc.

By: Stan Archaki, Board President

By: Mark A Carey, P.E., President
California Professional Civil Engineer No:
50754

Signature:

Signature:

Date:

Date:

Address for Owner's receipt of notices:
Clearlake Oaks County Water District
12952 E. Hwy 20
Clearlake Oaks, CA 95423

Address for Engineer's receipt of notices:
9294 Madison Avenue
Orangevale, CA 95662

Designated Representative:
Dianna Mann, General Manager
(707) 998-3322
d.mann@clocwd.org

Designated Representative:
Mark Carey, President
(916) 223-3828
m.carey@mceng.us

This is **EXHIBIT A**, consisting of 17 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase (See Attachment A)

A. Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. If Owner has already identified one or more potential solutions to meet its Project requirements, then proceed with the study and evaluation of such potential solutions: See Preliminary Engineering Report (PER) for more detailed background on proposed solutions
 - b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.
 - c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify (N/A see completed PER) alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.
2. Identify potential solution(s) to meet Owner's Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Project requirements.
4. Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Project requirements, and preparation of a related report.

Exhibit A – Engineer's Services

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6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Project.
7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Project.
8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.
9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Project Strategies, Technologies, and Techniques."
11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.
12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.
13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design (to be included in Preliminary Design phase).
14. Perform or provide the following other Study and Report Phase tasks or deliverables: (See Attachment A)
15. Furnish (N/A) review copies of the Report and any other Study and Report Phase deliverables to Owner within (N/A) days of the Effective Date and review it with Owner. Within [N/A] days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
16. Revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish (N/A) copies of the

Exhibit A – Engineer's Services

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revised Report and any other Study and Report Phase deliverables to the Owner within (N/A) days of receipt of Owner's comments.

- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 Preliminary Design Phase

- A. After acceptance by Owner of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss a nd resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, or outline specifications, and written descriptions of the Project.
2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement through the term of the project.
7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.

Exhibit A – Engineer's Services

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8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:

See attached Scope of Work in Attachment A.

10. Furnish 1 electronic review copy of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within 120 days of authorization to proceed with this phase, and review them with Owner. Within 30 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
 11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner one electronic copy and other hard copies at cost plus 10% markup as requested of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 30 days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 Final Design Phase

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.

Perform or provide the following other Final Design Phase tasks or deliverables:

See attached Scope of Work in Attachment A

9. Furnish for review by Owner, its legal counsel, and other advisors, 1 electronic copy of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within 120 days of authorization to proceed with the Final Design Phase, and review them with Owner. Within 30 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
10. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit final copies of such documents to Owner within 30 days after receipt of Owner's comments and instructions.

B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications,

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other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one (1). If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
 - 1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 - 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
 - 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 - 4. Consult with Owner as to the qualifications of prospective contractors.
 - 5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 - 6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement

documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
 9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables:
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 Construction Phase

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 2. See Exhibit "A" Engineering Services Scope of Work for a detailed breakdown of Construction and Design Services During Construction related tasks.
 3. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D and as outline in Attachment A.
 4. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.

5. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
6. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
7. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
8. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
9. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
10. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract

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Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

11. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
12. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
13. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
14. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
15. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.

16. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
17. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
18. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
19. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
20. *Inspections and Tests:*
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
21. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

22. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
 - b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner, to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
23. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.

24. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
 25. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables: none identified
 26. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief and based on the extent of the services provided by Engineer under this Agreement.
 27. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
 1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether

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any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

3. Perform or provide the following other Post-Construction Phase tasks or deliverables: no others identified

B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;

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- b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.

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15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

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A2.02 *Additional Services Not Requiring Owner's Written Authorization*

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
 5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
 6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
 7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
 8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.

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3. Utility and topographic mapping and surveys.
 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 - 6.
 7. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 8. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and report generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

Exhibit B – Owner's Responsibilities

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- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

- T. Perform or provide the following: Provide services of SCADA and instrumentation technician as needed to troubleshoot and maintain pre-existing and new control systems and user interface screens

Exhibit C

This is **EXHIBIT C**, consisting of three pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services

Payments to Engineer for Services and Reimbursable Expenses COMPENSATION PACKET BC-2: Basic Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation For Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants’ charges, if any.
 2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer’s Consultants’ charges.
 3. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
 4. The total compensation for services is **\$5,219,494.50** for the initial authorization based on the following estimated distribution of compensation:

Task No	Task Name	Total
1	Project Management	\$521,949.50
2	Planning	\$721,949.00
3	Complete Phase 1A Designs	\$443,899.00
4	Prepare 100% Design Package	\$750,000.00
5	Bid Support and Construction Management	\$2,781,697.00
	TOTAL	\$5,219,494.50

5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.
6. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.3 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultants' charges.
7. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.
8. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually, at a rate not to exceed a 5% increase annually to reflect equitable changes in the compensation payable to Engineer.

C2.02 *Compensation For Reimbursable Expenses*

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 10%.

C2.03 *Other Provisions Concerning Payment*

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 13%.
- B. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. *Estimated Compensation Amounts:*
 1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties,

and are not the minimum or maximum amounts payable to Engineer under the Agreement.

2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make hard copies of such records available to Owner at cost.

**COMPENSATION PACKET RPR-2:
Resident Project Representative – Standard Hourly Rates**

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.04 Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment

A. *Owner shall pay Engineer for Resident Project Representative Basic Services as follows:*

1. *Resident Project Representative Services:* For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be the totals listed in the approved grant and as presented in summary above in this agreement based upon full-time RPR services on an eight-hour workday, Monday through Friday (5 days/week), over a eighteen month construction schedule. This assumes the Owner may also augment the services of the Project Representative with qualified staff.

B. *Compensation for Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of 10%.
4. The Reimbursable Expenses Schedule will be adjusted annually to reflect equitable changes in the compensation payable to Engineer.

C. *Other Provisions Concerning Payment Under this Paragraph C2.04:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 13%.
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. *Estimated Compensation Amounts:*
 - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make hard copies of such records available to Owner at cost.

**COMPENSATION PACKET AS-1:
Additional Services – Standard Hourly Rates**

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
1. *General:* : For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
- B. *Compensation For Reimbursable Expenses:*
1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
 2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
 3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 10%.
 4. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1, 2027) to reflect equitable changes in the compensation payable to Engineer.
- C. *Other Provisions Concerning Payment for Additional Services:*
1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 13% if allowed by the State. If not allowed no markup will be included for subconsultants.

Exhibit C – Compensation Packet AS-3: Additional Services –
Salary Costs Times a Factor Method of Payment.

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2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 1 to EXHIBIT C**, consisting of one page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**

Reimbursable Expenses Schedule

Reimbursable Expenses are subject to review and adjustment per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

8"x11" Copies/Impressions	at cost
Copies of Drawings	at cost
Mileage (auto)	\$ 0.725/mile (or applicable IRS rates)
Air Transportation	at cost
CAD Charge	see standard hourly rates
Laboratory Testing	at cost
Health and Safety Level D	N/A
Health and Safety Level C	N/A
Meals and Lodging	per diem at standard State of California Department of Human Resources Rates as shown below and to be updated in September 2026

Note: All receipts must be itemized and included in monthly invoices in accordance with current State policies.

Effective October 1, 2024 - September 30, 2026:	First & Last Day of Travel	Breakfast	Lunch	Dinner	Incidental Expenses
Meal and Incidental Expense Total Daily Maximum Reimbursement for Actual Expense*					
Up to \$68	Up to \$51	\$16	\$19	\$28	\$5

*Receipts are not required to claim meal and incidental expenses up to the maximum allowable reimbursement rates specified above. Receipts for meals must be maintained by the employee as substantiation that the amount claimed was not in excess of the amount of the actual expense. The employing department may request receipts at any time.

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This is **Appendix 2 to EXHIBIT C**, consisting of one page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:* See *SWRCB Grant (attached for reference)*. *SWRCB schedule is subject to change if necessary and will be proceeded by a written request from MC Engineering and CLOCWD with approval from SWRCB.*

Hourly rates for services performed on or after the date of the Agreement are:

Classification	Employee Name	2026 Hourly Billing Rate
Principal Engineer	Mark Carey	\$240.00
Senior Engineer	John Pedri	\$220.00
Project Engineer II	Jared Nelson	\$187.00
Project Engineer I	Shannon Gudgel	\$180.00
Engineer in Training	Rydell Asbenson, Peter Krasniv	\$152.00
Engineering Technician	Joseph Dascensi	\$144.00
Draftsman	Varies	\$115.00
Admin	Varies	\$105.00

Exhibit D - Resident Project Representative.

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This is **EXHIBIT D**, consisting of six pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other

Exhibit D - Resident Project Representative.

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Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.
7. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

Exhibit D - Resident Project Representative.

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- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

Exhibit D - Resident Project Representative.

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- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

Exhibit D - Resident Project Representative.

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1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

This is **EXHIBIT F**, consisting of one page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**

Construction Cost Limit

Paragraph 5.02 of the Agreement is supplemented to include the following agreement of the parties:

F5.02 Designing to Construction Cost Limit

- A. Owner and Engineer hereby agree to a Construction Cost limit in the amount of the totals listed in the SWRCB grant funding agreement.
- B. A bidding or negotiating contingency of 10 percent will be added to any Construction Cost limit established.
- C. The acceptance by Owner at any time during Basic Services of a revised opinion of probable Construction Cost in excess of the then-established Construction Cost limit will constitute a corresponding increase in the Construction Cost limit.
- D. Engineer will be permitted to determine what types and quality of materials, equipment and component systems are to be included in the Drawings and Specifications. Engineer may make reasonable adjustments in the scope, extent, and character of the Project to the extent consistent with the Project requirements and sound engineering practices, to bring the Project within the Construction Cost limit.
- E. If the Bidding or Negotiating Phase has not commenced within three months after completion of the Final Design Phase, or if industry-wide prices are changed because of unusual or unanticipated events affecting the general level of prices or times of delivery in the construction industry, the established Construction Cost limit will not be binding on Engineer. In such cases, Owner shall consent to an adjustment in the Construction Cost limit commensurate with any applicable change in the general level of prices in the construction industry between the date of completion of the Final Design Phase and the date on which proposals or Bids are sought.
- F. If the lowest bona fide proposal or Bid exceeds the established Construction Cost limit, Owner shall (1) give written approval to increase such Construction Cost limit, or (2) authorize negotiating or rebidding the Project within a reasonable time, or (3) cooperate in revising the Project's scope, extent, or character to the extent consistent with the Project's requirements and with sound engineering practices. In the case of (3), Engineer shall modify the Construction Contract Documents as necessary to bring the Construction Cost within the Construction Cost Limit. Owner shall pay Engineer's cost to provide such modification services, including the costs of the services of its Consultants, all overhead expenses reasonably related thereto, and Reimbursable Expenses, but without profit to Engineer on account of such services. The providing of such services will be the limit of Engineer's responsibility in this regard and, having done so, Engineer shall be entitled to payment for services and expenses in accordance with this Agreement and will not otherwise be liable for damages attributable to the lowest bona fide proposal exceeding the established Construction Cost limit.

Exhibit F – Construction Cost Limit.

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This is **EXHIBIT G**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 Insurance

1. Engineer shall maintain throughout the Agreement and (for Professional Liability) for a total period of five (5) years after Substantial Completion:
 - (a) Professional Liability / Errors and Omissions: \$2,000,000 per claim and \$4,000,000 aggregate, with deductible not to exceed \$100,000;
 - (b) Commercial General Liability: \$2,000,000 per occurrence and \$4,000,000 aggregate, on an occurrence basis, with the District named as additional insured on a primary and non-contributory basis;
 - (c) Automobile Liability: \$1,000,000 combined single limit;
 - (d) Workers' Compensation: statutory limits; Employer's Liability \$1,000,000;
 - (e) Waiver of subrogation in favor of the District on all policies;
 - (f) Certificates of insurance and additional-insured endorsements furnished to the District prior to commencement and at each renewal;
 - (g) Thirty (30) days' prior written notice of cancellation, non-renewal, or material reduction in coverage; and
 - (h) Coverage shall be written by carriers with an A.M. Best rating of A- VIII or better.

Exhibit G – Insurance.

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This is **EXHIBIT H**, consisting of one page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services**

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.08 Dispute Resolution

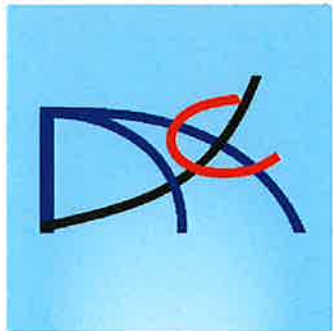
- A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mediator mutually agreed to by Owner and Engineer. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

ATTACHMENT A
SCOPE OF WORK

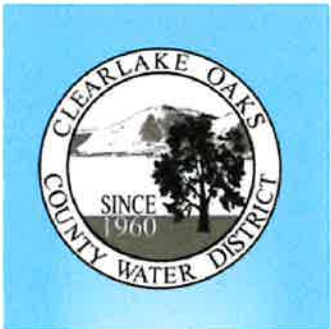




Clearlake Oaks County Water District
Proposal for Engineering Services for the
SWRCB Grant-Funded Water Reliability Project

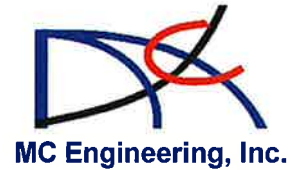


MC Engineering, Inc.
May, 2026



April 23rd, 2026

Clearlake Oaks County Water District
ATTN: General Manager, Dianna Mann
12952 E. Hwy. 20
Clearlake Oaks, CA 95423
Email: d.mann@clocwd.org Phone: (707) 998-3322



9294 Madison Avenue
Orangevale, CA 95662
(916) 546-7898

**RE: PROPOSAL FOR ENGINEERING SERVICES FOR THE SWRCB
GRANT-FUNDED WATER RELIABILITY PROJECT**

Dear Mrs. Mann,

We are pleased to submit this proposal and the attached agreement to provide on-going planning, design, and construction services for the CLOCWD water system for your review and approval. As you are aware, this work is, in part, an extension of on-going work being completed under an SWRCB Technical Assistance (TA) grant. This scope includes completing the previously initiated designs along with bidding and construction services based on the recently approved Expedited Grant agreement from SWRCB.

The costs included herein are identified in the grant funding agreement under the "Soft Cost" line item and we have maintained those totals in their entirety. Some minor modifications were included in the scope, including the option of analyzing and potentially piloting membranes for treating raw water in addition to the DAF. As a result, a portion of the construction services was moved into the design and planning phases while still maintaining the pre-approved total soft cost amount. The Soft Cost line item total listed in the grant agreement will not be exceeded without prior written authorization from CLOCWD and SWRCB.

We have included an EJCDC standard form of the agreement for signature. The EJCDC agreement has been used for CLOCWD projects for both USDA and SWRCB funded projects in the past.

Thank you for your continued support of the MC Engineering team and we look forward to another successful project with CLOCWD.

Sincerely,

A handwritten signature in black ink that reads 'Mark Carey'. The signature is fluid and cursive, with the first name 'Mark' and last name 'Carey' clearly distinguishable.

Mark Carey, P.E.
Principal Engineer

PROJECT UNDERSTANDING

The District has been placed on the State Water Board's failing water system list due to the inability to provide a reliable and adequate supply of water since March 25th, 2025. Water treatment and distribution system deficiencies include the following:

- Water Treatment Plant Production Capacity is insufficient for historic and anticipated future maximum daily demands (MDD) particularly during peak summer events, that are exacerbated by algal blooms in the lake
- Distribution system water losses are excessive (40-50% of annual water production)
- Aging asbestos-cement water mains are operated at high pressure and continue to break. Breaks have resulted in over 50 boil water notices issued to customers. Background leakage also continues to occur on these aging mains and service lines.
- Various critical system infrastructure components, including storage tanks and other system components, are undersized, obsolete, lack redundancy, or are overdue for rehabilitation. Many of these components are vulnerable and have the potential of catastrophic failure.
- Multiple disinfection by product water quality violations have occurred in the far reaches of the distribution system

Compliance Order No 02-03-25R-002 requires the District to provide a reliable and adequate supply of potable water that meets or exceeds the District's MDD. The funding under a recently approved SWRCB grant agreement will be used to improve the reliability of the Clearlake Oaks water treatment and distribution system.

The District has identified immediate critical improvement projects that are intended to address the system's failing water status. The District customers cannot afford to fund these critical improvements. The community of Clearlake Oaks is categorized as an "extremely disadvantaged community" with a median household income of \$38,669 as determined by the American Community Survey. The District has recently absorbed long-term debt to fund previously constructed improvements, and many of the District's customers are not able to afford additional debt service. The District recently secured 100% grant funding from the SWRCB to address high priority projects. SWRCB Grant funding is an important and necessary financial component for eliminating system-wide drinking water health and safety issues.

The successful implementation of these projects is essential for ensuring safe, reliable drinking water and to comply with the "Human Rights to Water" legislation, which mandates that every Californian has access to safe, clean, and affordable water.

Initial work on the Water Reliability Improvement Project has been funded by the SWRCB under a technical services (TA) agreement (University Enterprises, Inc. Project TA Work Plan #6869-A). Attachment A clarifies what projects the CLOCWD has initiated to date.

This comprehensive project is for the benefit of the Clearlake Oaks County Water District (The CLOCWD or The District) and has a useful life of at least 50 years.

SCOPE OF WORK

MC Engineering will provide engineering planning, design, and construction management services for the proposed “Water Reliability Improvement Project”.

Task 1- Project Management

This task will consist of internal and external project management functions including conducting monthly meetings with the SWRCB, preparing monthly invoices, preparing required reports for the SWRCB (*including a project completion report by December 31st 2028*), miscellaneous communication with the CLOCWD, and staff coordination.

Deliverables: Monthly invoices, monthly meeting agendas and minutes, quarterly progress reports

Task 2- Planning Services

Task 2.1- Planning and Predesign for Phase 1B Projects and Water Loss Analysis

Phase 1B High Priority Capital Improvement Projects were outlined at a preliminary level in the 2025 Water Master Plan Update and require further development prior to initiating design. This task will consist of preparing a planning memo for the Phase 1B projects along with 30% design drawings.

This task will also include the following additional planning elements:

- Analysis of pressure data from proposed PRV stations
- Planning-level project-specific information to be included in the engineering report per DFA guidelines if requested/required by the DFA
- District GIS maps shall be updated following the completion of pipeline replacement projects to facilitate future planning and operations
- Coordination will be conducted with public entities as required including encroachment permit coordination with Lake County and on-going coordination and correspondence with the Northshore Fire Protection District
- Leak detection services in select areas suspected of having high water loss

Deliverables: Planning memo in pdf format and 30% design drawings.

Task 2.2- Cross Connection Hazard Assessment

The CLOCWD has prepared a cross-connection control plan in accordance with the California Cross-Connection Control Policy Handbook. The Handbook requires that the CLOCWD now prepares a Cross-Connection Hazard Assessment, which the CLOCWD has committed to delivering by December 2026. This task will consist of preparing the Hazard Assessment.

Deliverables: Draft and final Hazard Assessment PDF.

Task 3- Complete Phase 1A Designs

The District has received Technical Assistance (TA) funding administered through the Office of Water Programs for the 90% design of Phase 1A projects as identified in the District’s 2025 Water Master Plan Update. This task will consist of finalizing the Phase 1A project designs as 100%

plans and specifications to be included together with Phase 1B projects in one comprehensive bid package.

Deliverables: 100% plans and specifications to be submitted together with Phase 1B projects as one comprehensive bid package.

Task 4- Prepare 100% Design Package

This task will consist of finalizing the Phase 1B project designs that will be initiated as part of Task 2.1. A 70%, 90%, 100% and Final Bidding Set package will be prepared as a part of this task. Projects included in the proposed design are listed in Attachment A. Draft project specifications and a draft electrical design will be submitted with the 90% package. The 100% package will include the updated Phase 1A designs. Our fee assumes the District and SWRCB staff will provide comments within 30 days following each draft submittal. MC Engineering will provide a written response to all comments received. A maximum of one round of comments per deliverable is anticipated from each agency.

Deliverables: 70% Phase 1B plans, 90% Phase 1B Plans and Specifications, 100% Comprehensive (Phase 1A and Phase 1B) Plans and Specifications, and Conformed Bidding Package.

Task 5- Bid Support and Construction Management

This task will consist of providing both design and construction management services during project bidding and construction.

Task 5.1. Bidding Support Services

The MCE team will assist in the bidding process by supporting the CLOCWD General Manager with bid advertisement, attendance at a pre-bid meeting (including a site walk with prospective bidders), responding to questions during bidding, preparing meeting minutes and up to two addenda. It is assumed that CLOCWD will facilitate and pay for the required advertisements, coordinate with plan rooms as needed, and act as the primary point of contact during the bidding phase.

It is assumed that all plans and specifications will be distributed electronically with any hardcopy/reproduction expenses absorbed by the bidders. One hardcopy, full size set of plans and specifications will be provided and printed at cost. This set will be maintained at the CLOCWD main office for easy access and viewing by staff and interested parties.

Task 5.2. Weekly Construction Meetings

Weekly construction meetings will be held at the CLOCWD office and attended by members of the MCE team, the CLOCWD General Manager and operations staff, in-person with remote access via Zoom or Teams for the MCE management. Meeting notes will be recorded and maintained by the MCE team and posted on a shared drive that includes all related construction documents for remote access by all team members.

Task 5.3, Design Services During Construction

This task includes involvement and support from the MCE design team during construction, including submittal review and processing, responding to RFIs, preparing design revisions and change orders, and providing office support to the on-site CM and contractor.

Task 5.4, Daily Inspection and Construction Management

This task includes maintaining dedicated on-site Resident Engineer and representative/s throughout the entire construction phase. Travel expenses from/to Sacramento are included in the MCE budget.

The daily functions will include maintaining daily field reports, providing photo-documentation, processing change orders, RFIs, field directives, and coordination with materials testing as required. This proposal assumes that material testing services would be retained directly by the CLOCWD for soils, concrete, and pavement sampling whereby the MCE team would schedule and coordinate as required. All documents will be maintained on a shared drive with remote access provided to all team members. The on-site CM will be the primary point of contact during construction. A time and materials budget is provided for the electrical designer to make focused site visits during the construction phase on a time and materials basis.

Task 5.5, Prepare Record Drawings

The on-site CM will help ensure that the Contractor maintains an accurate set of mark-ups reflecting all field changes during construction. Upon completion of the project, the CM and MCE design team will prepare a final set of record drawings and provide both an electronic and hard copy to the CLOCWD. Additional sets can be provided at cost upon request.

PROPOSED COMPENSATION

Our proposed services would be billed on a time-and-material basis and will not exceed the total fee listed in the grant agreement under "Soft Cost" without prior written authorization from the District. The proposed fee includes vendors and subconsultants which will be identified during the planning and design phase of this project.

PROPOSED COMPENSATION TABLE

Task No	Task Name	Total
1	Project Management	\$ 521,949.50
2	Planning	\$ 721,949.00
3	Complete Phase 1A Designs	\$ 443,899.00
4	Prepare 100% Design Package	\$ 750,000.00
5	Bid Support and Construction Management	\$ 2,781,697.00
	TOTAL	\$ 5,219,494.50

Abbreviations and Standard Hourly Rates:

PR: Principal Engineer	240 \$/hr.
SE: Senior Engineer/Operations Management Specialist	220 \$/hr.
PE I: Project Engineer 1	187 \$/hr.
PE II: Project Engineer 2	180 \$/hr.
EIT: Civil Engineer In-Training	152 \$/hr.
ET: Engineering Technician	144 \$/hr.
DR: Draftsman	115 \$/hr.
ADM: Administrative Assistant	105 \$/hr.

PROPOSED PROJECT LIST, PROJECT ID, AND OWP SCOPE REFERENCES

OWP Scope ID	Project ID	Project Name	Project Component Type	Design % Complete (10 20 25)	TA Contract	Expedited Grant Program
3.01	1	Backwash Equalization Tank	Source Capacity / Water Treatment (Increase Plant Production Capacity/Redundancy)	65%	90%	90-100%
3.02	2	High Valley Tank and Booster Station	Source Capacity (Supply Reliability)	70%		
3.03	3	Shady Lane Booster Station	Source Capacity (Supply Reliability)	70%		
3.04	4	Konocti, Shady Lane, and Pluth Tank Rehab.	Source Capacity (Supply Reliability)	60%		
3.05	5	Highway 20 Water Line	Source Capacity / Distribution (Supply Reliability)	95%		
3.06	6	High Priority Water Mains		-		
3.06	6A	1st St. through 6th St, Lake and Schindler St., Orchard Shore Dr., Walnut Cir., Chestnut Cir., Sulphur Bank, Shoreview Dr., Blue Heron Ct., Center Way, Island Cir.(West), Short St.	Source Capacity / Distribution (Water Loss Reduction)	70%		
-	6B	Island Dr., Oak Knoll, Spinnaker Ct., Bass Ln., Orchard Shores Dr., Apple Ln., Lemon Cir., Plum Cir., Grape Cir., Peach Cir.		0%	-	0-100%
3.07	7	THM Removal System	Water Treatment / Distribution (Water Quality)	50%	90%	90-100%
-	8	SCADA System Upgrades	Water Treatment / Distribution (System Resiliency)	0%	-	0-100%
-	9	Meter Data Acquisition and Water Loss Management	Source Capacity / Distribution (Water Loss Reduction)	0%		
-	10	Cross Connection Hazard Assessment	Distribution (Water Quality)	0%		
-	11	Leak Detection Program	Source Capacity / Distribution (Water Loss Reduction)	0%		
-	12	Ozone Injector Improvements	Source Capacity / Water Treatment (Water Quality Improvement, Plant Capacity Increase)	0%		
-	13	PRV Valves	Source Capacity / Distribution (Water Loss Reduction)	50%		
-	14	Paradise Tank THM Reduction Piping	Water Treatment / Distribution (Water Quality)	70%		
-	15	Dissolved Air Floatation Pilot Plant	Source Capacity / Water Treatment (Plant Capacity Increase)	0%		

ATTACHMENT B

PROPOSED PROJECT DESCRIPTIONS

A description of the proposed projects and related engineering services to be funded under this agreement follows.

Project 1: Backwash Equalization Tank

Deficiency: Excessive backwash operations are required to manage the high concentration of algae at the WTP in summer months. Backwashing activities limit plant production. The existing backwash tanks and associated piping are also temporary and have reached the end of their life expectancy.

Project: This project includes two new 30,000-gallon backwash storage tanks and related piping.

Benefit: The project will allow the District to reliably maintain the existing plant production and to increase source capacity and water production rates at the WTP by attenuating backwash water onsite and allowing backwash operations to occur at any time as needed by the operators.

Project 2: High Valley Tank and Booster Station

Deficiency: The two previous redwood High Valley tanks were removed in 2012 for structural integrity reasons and have not been replaced. The District lacks adequate reliability and redundancy to meet maximum daily water demand without the tanks. This problem is exasperated by significant water loss and WTP production limitations.

The water service to the Cerrito pressure zone is unreliable and dependent on a single aged pump lacking a protective cover or pump redundancy. The existing yard piping is undersized for flow conveyance and there is no existing ability to route flows back from the Cerrito Tank to Zone 1 in an emergency. An unstable hillside is falling onto the existing pump and controls.

Project: This project is a new 90,000 gallon High Valley Tank, booster pump station (CMU pump house) and pump station bypass control valve. This project also includes site grading and yard piping improvements. The failing slope will be stabilized with a retaining wall.

Benefit: This water tank will enhance water supply reliability and redundancy. The pump station is needed to satisfy DDW requirements and ensure reliable water service to the Cerrito Pressure Zone. The project will also allow the District to augment Zone 1 water supply with the Cerrito Tank storage.

Project 3: Shady Lane Booster Station

Deficiency: The District is unable to provide system redundancy or adequate flow to Zone 3.

Project: This project includes a new CMU pump house with pumps and control valves.

Benefit: This project will satisfy DDW requirements and ensure reliable water service to the Konocti pressure zone.

Project 4: Konocti, Shady Lane, and Pluth Tank Rehab

Deficiency: Recent inspections indicated potential catastrophic structural failures within the Konocti, Shady Lane, and Pluth Tanks.

Project: This project will include internal and external tank recoating and structural tank improvements as required. The rehabilitation project will also include the installation of impressed current cathodic protection systems, repair or replacement of appurtenances, and other minor upgrades as required.

Benefit: Rehabilitation of the storage tanks is critical to adhere to the SDWA by maintaining water delivery capabilities sufficient to meet peak hour demand by flow equalization.

Project 5: Highway 20 Water Line

Deficiency: Small diameter distribution mains routed through the "Keys" area currently restrict flow from the water treatment plant to the keys and to the Pluth Tank further east. Tank operation is impaired during high demand periods. The District desires to reduce the pressure in the Keys to reduce water losses (Project 13) however this project will require conveyance improvements to implement.

Project: This project consists of constructing a new transmission pipeline in Highway 20.

Benefit: This project will allow the District to "zone-off" a portion of the keys, effectively creating a new pressure zone when constructed in conjunction with the proposed new PRVs. This project will also facilitate the effective flow of water to and from the Pluth Zone to the main service area while allowing tanks to operate more effectively during high demand periods, thus reducing adverse affects at the WTP. while eliminating the need to route flows through the Keys that have limited capacity and efficiency.

Project 6: High Priority Water Mains

Deficiency: Aging asbestos cement and galvanized iron piping have a high failure and leakage rate. Main breaks have resulted in multiple water outages and boil water notices. Water losses within the distribution system are excessive.

Project: The proposed pipeline replacements include continued replacement of AC mains. It is recommended that all mains be replaced using PVC DR 14 pipe with fully restrained DI fittings. These projects will also include new customer service lines, fire hydrants, and valves as required.

Project 6A: This project includes the replacement of AC pipelines primarily within the west side of 1st Street through 6th Street, Schindler Street, Island Drive, Garden Court, and Center Way. This project also includes the replacement of small-diameter AC pipes in the Keys area that continue to fail under high pressure. (Island Drive, Shoreview Drive, Island Circle, Blue Heron Court, Oak Knoll Avenue, and Short Street)

Project 6B: This project includes the replacement of AC mains primarily within the Keys and Orchard Shores including Island Drive, Oak Knoll, Spinnaker Court, and Bass Lane, Orchard Shores Drive, Apple Lane, Lemon Circle, Plum Circle, Grape Circle, and Peach Circle.

Benefit: These pipeline replacements will improve the District's ability to adhere to the SDWA. Replacing the old and deteriorated water mains will reduce water losses, avoid serious water quality issues, and avoid loss of localized system pressures.

Project 7: Disinfection By-Product Reduction System

Deficiency: The CLOCWD Distribution system has historically exhibited high THM concentrations in the far reaches and storage tanks which have resulted in multiple water quality violations.

Project: This project includes the design and installation of a THM reduction system in the Harvey Storage Tank and/or the Konocti Storage Tank. The ultimate location of the THM reduction system will be dependent on available power supply.

Benefit: This project will result in reduced THM concentrations.

Project 8: SCADA System Upgrades

Deficiency: The District SCADA system has obsolete remote terminal units and related PLCs. The current PLCs are being discontinued. The WTP staff's ability to monitor and control the WTP, monitor tanks, control pump stations, and other water system facilities is compromised.

Project: This project includes replacement of these units with modern hardware and related PLCs.

Benefit: This project will provide the required system reliability and is critical to the ongoing operations of the system. Newer PLCs will replace the obsolete units that are not currently commercially available.

Project 9: Meter Data Acquisition and Water Loss Management

Deficiency: The District has historically had a water loss rate of 40-50% of total volume produced. The District maintains a "DMA" program for monitoring water losses. The program relies on several important water meters which are of unknown accuracy and are read in an inconsistent format. The water loss monitoring program is complex to use.

Project: The project will include replacing three existing DMA flowmeters with new meters that are more reliable and share a common data output format. The DMA model will be simplified for ease of use to District staff.

Benefit: This project will simplify and increase the reliability of the Water Loss Management System and allow District staff to respond faster to distribution system leaks and effectively monitor and manage water losses in the system.

Project 10: Cross Connection Hazard Assessment

Deficiency: The District is required by the SWRCB to complete and enforce a Cross Connection Hazard Assessment by December 2026. The District customers lack the funding to comply with the new state requirements.

Project: This project includes the development of a Cross Connection Hazard Assessment, including identification of service connections where backflow prevention

devices are required, updated construction drawing details, and the development of a workplan for customer compliance enforcement.

Benefit: The District will comply with the state cross-connection requirements.

Project 11: Leak Detection Program

Deficiency: The distribution system water losses are historically 40-50% of total water treatment plant production.

Project: This project will enable the District to retain a professional to pinpoint water leaks within the distribution system and in particular in the Pluth DMA.

Benefit: The District will identify leaks that can be repaired which will lower the system's water loss.

Project 12: Ozone Injector Improvements

Deficiency: Raw water is high in organic matter and an inefficient ozone injector contributes to THM development in the far reaches of the distribution system. The District has had several THM-related violations.

Project: Increase the efficiency of the ozone injector with fine bubbles. Install 7.5 hp recirculation pump, DO3 flow cell assembly, feed lines, dissolved ozone analyzer, and PLC programming.

Benefit: This project will decrease THMs in the far reaches of the distribution system.

Project 13: PRV Valves

Deficiency: There is approximately 270 feet of static head (117 psi) between the Pressure Zone 1 storage tanks and the Clearlake Keys. The high system operating pressure contributes to leaks and main breaks in the Keys area. The distribution system currently has excessive water loss rates and has issued multiple boil water notices for main breaks in this area.

Project: This project includes the installation of four PRV valves which are intended to create a new reduced operating pressure zone in the keys within the current Pressure Zone 1.

Benefit: Water loss will be reduced when the system is operated under a lower pressure while limiting damage created by future mainline breaks.

Project 14: Paradise Tank THM Reduction Piping

Deficiency: This project is needed to adhere to the SDWA by maintaining TTHM concentrations below the primary drinking water standard MCL. The current Paradise Tank piping configuration does not fully utilize the existing THM removal equipment within the Paradise Tank.

Project: This project includes the rehabilitation of an existing pipeline that will route water through the Paradise Tank in order to utilize the existing THM removal system.

Benefit: The proposed modifications would direct all of the flow entering the Paradise Cove community through the THM removal process prior to entering the system, effectively lowering the THM concentration below the MCL.

Project 15: Dissolved Air Flotation Pilot Plant and Membrane Investigations

Deficiency: The plant capacity is currently limited by the up-flow clarifiers which become overloaded due to Clear Lake algae blooms in the summers which also occur during maximum customer water demand periods.

Project: This project includes a temporary Dissolved Air Flotation (DAF) or Suspended Air Flotation (SAF) Pilot Plant. Consideration will also be given to the use of membranes in lieu of the conventional treatment (clarifiers and pressure filters). Costs for piloting both a DAF and membrane plant will be verified in the early stages of the project.

Benefit: The small-scale pilot plant will verify the effectiveness of DAF or membrane technology. The District will be prepared to pursue a 1 MGD permanent DAF or SAF pretreatment unit, or packaged membrane plant upon completion and recommendations following the "pilot-program".

