



# San Benito County Water District

San Benito County Water District

## AGENDA

### Regular Meeting

**Wednesday, September 23, 2026 05:00 PM**

**30 Mansfield Road, Hollister, CA 95023**

<https://sbcwd.ca.gov/>

Join Remotely, Click Here

<https://us06web.zoom.us/j/86711875746?pwd=grzpkgEH4pHC2BkJTz7PIVoM54Zvxh.1>

### Board of Directors

President Mark Wright • Vice President Joe Tonascia • Director Sonny Flores • Director John Freeman • Director Doug Williams

### District Staff

General Manager Dana Jacobson • District Counsel Jeremy T. Liem • Assistant General Manager Brett Miller • Executive Assistant/Board Clerk Barbara Mauro

Effective at the April 27, 2022, The Board of Directors is now allowing the public to attend in person at all meetings of the San Benito County Water District Board. We will also continue to offer the meeting via Zoom as well. Regarding virtual participation, members of the public are instructed to be on mute during the proceedings and to speak only when public comment is allowed, after requesting and receiving recognition from the Board President.

Speakers will be limited to 5 minutes to address the Board; rebuttal will be limited to 3 minutes; no new business agenda items will be heard after 8:00 p.m.

### ZOOM LINK

<https://us06web.zoom.us/j/86711875746?pwd=grzpkgEH4pHC2BkJTz7PIVoM54Zvxh.1>

**Meeting ID** 867 1187 5746

**Passcode:** 685930

**Dial Only:** Dial by your location

- +1 669 444 9171 US
- +1 346 248 7799 US (Houston)
- +1 719 359 4580 US
- +1 720 707 2699 US (Denver)
- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)

If you plan to participate in the meeting and need assistance, please call Barbara Mauro, Executive Assistant/Board Clerk, at (831) 637-8218, 48 hours prior to meeting.

## REASONABLE ACCOMMODATIONS

### Assistance for those with disabilities:

If you have a disability and need accommodation to participate in the meeting, please call Barbara Mauro, Executive Assistant/Board Clerk, at (831) 637-8218, 48 hours prior to meeting for assistance so the necessary arrangements can be made.

#### 1. Call to Order

- A. Pledge of Allegiance
- B. Roll Call
- C. Speakers will be limited to 5 minutes to address the Board; rebuttal will be limited to 3 minutes; no new business agenda items will be heard after 8:00 p.m.

#### 2. Approval of Agenda

☒ Discussion ☒ Possible Action  [Comment](#)

#### 3. Public Comments

☒ Discussion  [Comment](#)

Members of the Public are Invited to Speak on any Matter not on the Agenda

#### 4. Consent Agenda

☒ Discussion ☒ Possible Action  [Comment](#) [View Item](#)

Consent items shall be considered as a whole and without discussion unless a particular item is removed from the consent agenda. Board member may discuss individual items or seek information from staff or legal counsel without removing the item from the Consent Agenda. A member of the public should seek recognition by the President if comment is desired. Approval of consent items shall be made by one motion.

- A. Approval of Minutes for: August 26, 2026 Regular Meeting
- B. Allowance of Claims
- C. Acknowledgement of Paid Claims prior to the September Board Meeting
- D. On Call Contracts – Status Updates
- E. Consider Resolution Approving and Adopting a Publicly Available Salary and Classification Schedule

#### 5. Consider Ordinance Revising Filing Fees and Establishing Application Expiration, Refund, and Cost-Recovery Provisions for Well Permit/Well Abandonment Applications

☒ Discussion ☒ Possible Action  [Comment](#) [View Item](#)

#### 6. Consider Awarding a Contract to Specialty Construction, Inc. for the California Highway 156 Widening - Pipeline Relocation - Phase II Project and Authorize the General Manager to

**Execute all Necessary Documents (NTE \$222,815)**

☒ Discussion  [Comment](#) [View Item](#)

**7. Receive Information and Discuss District Fleet Electrification, Solar Generation, and Backup Power Options**

☒ Discussion  [Comment](#) [View Item](#)

**8. Committee/Agency Representative Reports:**

☒ Discussion  [Comment](#)

- A. San Luis and Delta-Mendota Water Authority (Tonascia/Jacobson)
- B. Association of California Water Agencies (ACWA) (Freeman)
- C. Finance Committee (Freeman/Tonascia)
- D. Zone 6 Water Supply and Operations Committee (Tonascia/Wright)

**9. Monthly Operations and Maintenance Report**

☒ Discussion  [Comment](#)

**10. General Manager's Report:**

☒ Discussion  [Comment](#)

- A. Reach 1 Operations
- B. Zone 3 Operations
- C. Zone 6 Operations
- D. Accelerated Drought Response Project (ADRoP)
- E. San Luis and Delta-Mendota Water Authority Activities
- F. City of San Juan Bautista Water Supply Plan
- G. B F Sisk Dam Raise Project
- H. Sustainable Groundwater Management Act Compliance
- I. Miscellaneous District items

**11. Adjournment**

Unless there is a special meeting prior to that time, the next regular meeting of the Board will be Wednesday, October 28, 2026.

Meetings are held at the District office, 30 Mansfield Road, Hollister, California. LAST DAY TO FILE CLAIMS against the District is the second Friday of each month, except in November and December.

Usually meeting dates change in those months because of holidays. The Board may hold a closed session to discuss personnel matters, litigation or employee negotiations as authorized by the Ralph M. Brown Act, Evidence Code #950-962 or other appropriate State law. All public records relating to an agenda item on this agenda are available for public inspection at the time the record is distributed to all, or a majority of all, members of the Board. Such records shall be available at the District office located at 30 Mansfield Road, Hollister, California



# San Benito County Water District

## San Benito County Water District MINUTES

### Regular Meeting

Wednesday, August 26, 2026 05:00 PM

30 Mansfield Road, Hollister, CA 95023

<https://sbcwd.ca.gov/>

<https://us06web.zoom.us/j/84703926347?pwd=xi7usyDvllwPdVAdVPQURavqSeJb7D.1>

#### 1. Call to Order

The meeting was called to order at 5:00 pm by President Mark Wright.

##### 1. Pledge of Allegiance

Led by President Mark Wright

##### 2. Roll Call

Present: President Mark Wright, Vice President Joe Tonascia, Director Sonny Flores, Director John Freeman, Director Doug Williams

##### 3. Speakers will be limited to 5 minutes to address the Board; rebuttal will be limited to 3 minutes; no new business agenda items will be heard after 8:00 p.m.

#### 2. Approval of Agenda Vice President Joe Tonascia motioned to approve. Director John Freeman seconded the motion.

The motion passed with the following vote:

5 In Favor 0 Opposed

0 Abstained 0 Absent    Recused

#### 3. Public Comments

There were no public comments.

#### 4. Consent Agenda

##### 1. Approval of Minutes for: July 29, 2026 Regular Meeting

##### 2. Allowance of Claims

##### 3. Acknowledgement of Paid Claims prior to the August Board Meeting

##### 4. On Call Contracts – Status Updates

Director Doug Williams motioned to approve. Director John Freeman seconded the motion.

The motion passed with the following vote:

5 In Favor   0 Opposed  
0 Abstained   0 Absent   0 Recused

**5. Consider Increasing Contingent Funding for a Contract Issued to Specialty Construction, Inc. in the Amount of \$1,917,254, for the Accelerated Drought Response Project (ADRoP) ASR Well Pumps and Motors and Authorize the General Manager to execute all necessary documents**

Mr. Cattaneo reviewed this item for the Board. The original contract did not include the pumps and motors, because staff and the consultant weren't sure of the depth of the wells until construction began. Mr. Cattaneo stated the consultant now has all of the specifications for the pumps, which Mr. Cattaneo included in the packet. He further stated staff is recommending the board approve this item. Director Williams asked if he should recuse himself and District Counsel stated that was not necessary.

Vice President Joe Tonascia motioned to approve. Director Sonny Flores seconded the motion.

The motion passed with the following vote:

5 In Favor   0 Opposed  
0 Abstained   0 Absent   0 Recused

**6. Consider Director Attendance at the 2026 ACWA/JPIA Board of Directors Meeting on November 30, 2026 in Anaheim, California**

Mrs. Mauro stated this is a budgeted item; the District budgets for 2 to attend. Past practice has been Mr. Miller and our District representative to ACWA/JPIA, Director Freeman, usually attend. If any other directors wish to attend, the Board would need to take action to increase the attendance. No other directors expressed interest in attending.

**7. Consider General Manager (or his designee) and Director Attendance at the 2026 ACWA Fall Conference December 1st through 3rd, 2026 in Anaheim, California**

Mrs. Mauro stated this is also a budgeted item; the District budgets for either the General Manager, or his designee, and 2 directors to attend. Past practice has been Mr. Miller and Directors Freeman and Tonascia have attended. If more directors are interested, the Board would need to take action to increase attendance. No other directors expressed interest in attending.

**8. Committee/Agency Representative Reports:**

**1. San Luis and Delta-Mendota Water Authority (Tonascia/Jacobson)**

Director Tonascia stated Mr. Jacobson can cover this under his manager's report.

**2. Water Resources Association (Flores/Freeman)**

Director Flores stated general business was discussed and Mrs. Osorio presented a new style of the manager's report, which gave a better picture of the work WRA has been doing.

**3. Urban Area Water and Wastewater Master Plan Governance Committee (Williams/Wright\*)**

Directors Williams and Wright stated only 1 Supervisor attending and no one from the City of

Hollister attended. Mr. Jacobson gave a review to the committee on the ADRoP Project and the B.F.Sisk Dam Raise Project. The City of Hollister City Manager, who is fairly new, attended as well as the new Public Works Director. The directors stated they both can bring a new perspective to the group. Also discussed was meeting more frequently than once a year.

4. Personnel Committee (Flores/Tonascia)

Directors Flores and Tonascia stated the committee reviewed a recruitment proposal and the remainder of the meeting was closed session.

9. **Monthly Operations and Maintenance Report**

Mr. Craig reported San Justo Reservoir is at 479' or 6432 acre feet. He further reported Paicines Reservoir is at dead pool (about 300AF) Hernandez Reservoir, is also at dead pool (600 AF). He further reported there was a recent blowout at subsystem 9H; which was repaired and back up in less than 24 hours. Based on the recent Division of Safety of Dams (DSOD) inspections, field staff is doing prep work for the repairs needed at Hernandez and the minor repairs needed at Paicines. Mr. Craig reminded the Board and staff, that the Pacheco Pumping Plant will be down from October 5th through 15th, and the District will be operating from San Justo Reservoir on reverse flow.

10. **General Manager's Report:**

1. Reach 1 Operations

Mr. Jacobson had nothing further to report at this time.

2. Zone 3 Operations

Mr. Jacobson stated Mr. Craig covered this already.

3. Zone 6 Operations

Mr. Jacobson stated the District water supply is good right now. The Bureau recently increased the allocations by 3%; the Ag allocation is now at 28% and the M & I allocation is at 78% of historical use.

4. Accelerated Drought Response Project (ADRoP)

Mr. Jacobson stated the expansion at the West Hills Water Treatment Plant should be complete around the third week in September and the contract should conclude by the end of the month. The ASR well drilling has been completed and the well site and pipeline continue to move forward, with some delays. The next step, per Mr. Jacobson, will be to negotiate a wheeling agreement between the City of Hollister and the District for use of their pipeline for the water from the ASR wells.

5. San Luis and Delta-Mendota Water Authority Activities

Mr. Jacobson reported that the Water Authority is in the process of transferring the Grasslands Basin Drainage Authority to a new JPA while continuing to facilitate grant funding for members including Westlands.

6. City of San Juan Bautista Water Supply Plan

Mr. Jacobson stated he had nothing to report at this time.

**7. B F Sisk Dam Raise Project**

Mr. Jacobson stated there will be a formation of a JPA for Financing of this project. A letter of agreement is being formulated between the SLDMWA and the USBR to confirm the timing of the project and to expedite communication between the USBR and the members of SLDMWA.

**8. Sustainable Groundwater Management Act Compliance**

Mr. Jacobson stated the District is working on the Draft Groundwater Sustainability Plan (GSP) Periodic Evaluation. There is a Technical Advisory Committee (TAC) meeting scheduled for September 2nd and a Public Workshop, scheduled for September 15th; both at the District.

**9. Miscellaneous District items**

Mrs. Mauro reported the District will be using a new agenda management program, beginning in September. This month's agenda is in a very similar format to what the new program will produce.

The District convened in Closed Session at 5:30 p.m.

**11. Closed Session**

1. Conference with Legal Counsel - Anticipated Litigation Pursuant to Gov. Code Section 54956.9 (d)(2) or (3) One case

No Reportable Action

2. Agency Designated Representative: Dana Jacobson, General Manager

Conference with Labor Negotiators - Employee Organization: SEIU 521 Office and Field Employees Unit

Union Labor Negotiations

No Reportable Action

3. Agency Designated Representative: Dana Jacobson, General Manager

Conference with Labor Negotiators - Unrepresented Employees:

Management/Confidential/Professional Employees: Accountant, Assistant Engineer, Associate Engineer, Deputy District Engineer, Finance Manager, Human Resources/Administrative Analyst, Operations and Maintenance Manager, Senior Engineer, Supervising Accountant, Water Conservation Program Manager

Management/Confidential/Professional Labor Negotiations

No Reportable Action

4. Closed Session pursuant to Government Code Section 54957 – Public Employee Performance Evaluation

Agency designated representative: Dana Jacobson

Unrepresented Employee: Assistant General Manager

No Reportable Action

5. Closed Session pursuant to Government Code Section 54957 – Public Employee Performance Evaluation

Agency designated representative: Jeremy T. Liem

Unrepresented Employee: General Manager

No Reportable Action

**12. OPEN SESSION: Report any action, if any, from Closed Session**

The Board reconvened in Opened Session at 6:29 p.m. and had no action on any of the closed session items to report.

**13. Adjournment**

With no further business to discuss, the meeting was adjourned at 6:29 p.m.



# San Benito County Water District

## Check Register

Packet: APPKT00402 - Board Claims -September 23, 2026

By Check Number

| Vendor Number                  | Vendor Name                           | Payment Date | Payment Type | Discount Amount | Payment Amount | Number |
|--------------------------------|---------------------------------------|--------------|--------------|-----------------|----------------|--------|
| Bank Code: AP-Accounts Payable |                                       |              |              |                 |                |        |
| 001866                         | Gutierrez Consultants                 | 09/23/2026   | EFT          | 0.00            | 6,802.25       | 14     |
| 000018                         | A-1 Services                          | 09/23/2026   | Regular      | 0.00            | 828.00         | 61343  |
| 005115                         | AAA Business Supplies LP              | 09/23/2026   | Regular      | 0.00            | 545.79         | 61344  |
| 000081                         | Alan Zeisbrich                        | 09/23/2026   | Regular      | 0.00            | 490.00         | 61345  |
| 000355                         | B&S Supply                            | 09/23/2026   | Regular      | 0.00            | 6,421.23       | 61346  |
| 000415                         | Before the Movie Inc                  | 09/23/2026   | Regular      | 0.00            | 453.00         | 61347  |
| 000561                         | Brigantino Irrigation                 | 09/23/2026   | Regular      | 0.00            | 72,781.19      | 61348  |
| 000605                         | CCOI Gate & Fence                     | 09/23/2026   | Regular      | 0.00            | 377.95         | 61349  |
| 000740                         | Cellular Controlled Products          | 09/23/2026   | Regular      | 0.00            | 195.00         | 61350  |
| 000869                         | Cintas Corporation                    | 09/23/2026   | Regular      | 0.00            | 1,308.83       | 61351  |
| 000905                         | CM Analytical Inc                     | 09/23/2026   | Regular      | 0.00            | 1,280.00       | 61352  |
| 001043                         | Dataflow Business Systems Inc         | 09/23/2026   | Regular      | 0.00            | 871.88         | 61353  |
| 001264                         | Don Chapin Company Inc                | 09/23/2026   | Regular      | 0.00            | 1,262.90       | 61354  |
| 001409                         | ELC Consulting                        | 09/23/2026   | Regular      | 0.00            | 9,297.35       | 61355  |
| 001553                         | Fastenal Company                      | 09/23/2026   | Regular      | 0.00            | 9,017.23       | 61356  |
| 001573                         | Fiber Glass Systems LP                | 09/23/2026   | Regular      | 0.00            | 36,695.35      | 61357  |
| 001651                         | Fresno Valves & Castings, Inc.        | 09/23/2026   | Regular      | 0.00            | 1,425.37       | 61358  |
| 001708                         | GEI Consultants Inc                   | 09/23/2026   | Regular      | 0.00            | 2,272.50       | 61359  |
| 001815                         | Granite Rock Co Inc                   | 09/23/2026   | Regular      | 0.00            | 2,053.92       | 61360  |
| 001821                         | Green Valley Farm Supply Inc          | 09/23/2026   | Regular      | 0.00            | 8,538.91       | 61361  |
| 001822                         | Greenwood Chevrolet                   | 09/23/2026   | Regular      | 0.00            | 132.53         | 61362  |
| 001901                         | HDR Engineering Inc                   | 09/23/2026   | Regular      | 0.00            | 77,255.88      | 61363  |
| 001949                         | Hollister Auto Parts Inc              | 09/23/2026   | Regular      | 0.00            | 370.12         | 61364  |
| 001960                         | Hollister Landscape Supply            | 09/23/2026   | Regular      | 0.00            | 74.04          | 61365  |
| 001988                         | ICONIX Waterworks Inc                 | 09/23/2026   | Regular      | 0.00            | 4,965.86       | 61366  |
| 002405                         | John Smith Landfill                   | 09/23/2026   | Regular      | 0.00            | 26.33          | 61367  |
| 002423                         | Johnson Lumber Company                | 09/23/2026   | Regular      | 0.00            | 427.17         | 61368  |
| 002699                         | Kennedy/Jenks Consultants Inc.        | 09/23/2026   | Regular      | 0.00            | 176,287.53     | 61369  |
| 002783                         | Landscape Design by Rosemary Brid     | 09/23/2026   | Regular      | 0.00            | 300.00         | 61370  |
| 005212                         | Madison Artificial Intelligence, Inc. | 09/23/2026   | Regular      | 0.00            | 15,500.00      | 61371  |
| 003015                         | Mandego                               | 09/23/2026   | Regular      | 0.00            | 858.10         | 61372  |
| 003247                         | McKinnon Lumber, Inc.                 | 09/23/2026   | Regular      | 0.00            | 808.62         | 61373  |
| 003249                         | McMaster-Carr Supply Co               | 09/23/2026   | Regular      | 0.00            | 1,668.11       | 61374  |
| 003399                         | Mission Village Voice Media LLC       | 09/23/2026   | Regular      | 0.00            | 544.00         | 61375  |
| 003487                         | New SV Media, Inc                     | 09/23/2026   | Regular      | 0.00            | 188.92         | 61376  |
| 003550                         | Old Republic Surety Group             | 09/23/2026   | Regular      | 0.00            | 178.00         | 61377  |
| 003878                         | Reserve Account                       | 09/23/2026   | Regular      | 0.00            | 2,000.00       | 61378  |
| 004174                         | Rossi's Tire & Auto Service           | 09/23/2026   | Regular      | 0.00            | 1,123.30       | 61379  |
| 004273                         | San Benito Engineering                | 09/23/2026   | Regular      | 0.00            | 1,600.00       | 61380  |
| 004293                         | San Luis & Delta-Mendota WA           | 09/23/2026   | Regular      | 0.00            | 38,495.00      | 61381  |
| 004364                         | Sentry Alarm Systems                  | 09/23/2026   | Regular      | 0.00            | 120.00         | 61382  |
| 004218                         | SJ Electro Systems, Inc.              | 09/23/2026   | Regular      | 0.00            | 2,173.75       | 61383  |
| 004450                         | Specialty Construction Inc.           | 09/23/2026   | Regular      | 0.00            | 966,846.93     | 61384  |
| 004456                         | Spurzem & Liem LLP                    | 09/23/2026   | Regular      | 0.00            | 6,112.50       | 61385  |
| 004495                         | Stericycle, Inc.                      | 09/23/2026   | Regular      | 0.00            | 231.59         | 61386  |
| 004541                         | Sublime Silkscreen                    | 09/23/2026   | Regular      | 0.00            | 356.68         | 61387  |
| 004554                         | Sunnyslope County Water District      | 09/23/2026   | Regular      | 0.00            | 318,864.26     | 61388  |
| 004728                         | Todd Groundwater                      | 09/23/2026   | Regular      | 0.00            | 22,757.50      | 61389  |
| 004771                         | Toro Petroleum Corporation            | 09/23/2026   | Regular      | 0.00            | 5,258.04       | 61390  |
| 004810                         | U.S. Bank Corporation                 | 09/23/2026   | Regular      | 0.00            | 9,696.52       | 61391  |
| 004811                         | U.S. Geological Survey                | 09/23/2026   | Regular      | 0.00            | 27,085.00      | 61392  |
| 004854                         | Verdant Commercial Capital LLC        | 09/23/2026   | Regular      | 0.00            | 239.81         | 61393  |
| 005155                         | Willdan Financial Services            | 09/23/2026   | Regular      | 0.00            | 900.00         | 61394  |
| 005015                         | Wright Bros Industrial Supply         | 09/23/2026   | Regular      | 0.00            | 1,515.23       | 61395  |

Check Register

Packet: APPKT00402-Board Claims -September 23, 2026

| Vendor Number | Vendor Name                         | Payment Date | Payment Type | Discount Amount | Payment Amount | Number    |
|---------------|-------------------------------------|--------------|--------------|-----------------|----------------|-----------|
| 000595        | US Bureau of Reclamation            | 09/23/2026   | Bank Draft   | 0.00            | 10,000.00      | 2862V57S  |
| 000604        | C. Overaa & Co                      | 09/23/2026   | Bank Draft   | 0.00            | 91,343.45      | 169210964 |
| 000870        | City National Bank                  | 09/23/2026   | Bank Draft   | 0.00            | 115,779.20     | 169211197 |
| 004450        | Specialty Construction Inc.         | 09/23/2026   | Bank Draft   | 0.00            | 50,886.68      | 169211887 |
| 005130        | U.S. Bank Trust Company, National A | 09/23/2026   | Bank Draft   | 0.00            | 2,029,462.61   | 169212167 |

Bank Code AP Summary

| Payment Type   | Payable Count | Payment Count | Discount | Payment      |
|----------------|---------------|---------------|----------|--------------|
| Regular Checks | 95            | 53            | 0.00     | 1,841,077.72 |
| Manual Checks  | 0             | 0             | 0.00     | 0.00         |
| Voided Checks  | 0             | 0             | 0.00     | 0.00         |
| Bank Drafts    | 6             | 5             | 0.00     | 2,297,471.94 |
| EFT's          | 2             | 1             | 0.00     | 6,802.25     |
|                | 103           | 59            | 0.00     | 4,145,351.91 |

Fund Summary

| Fund | Name        | Period | Amount       |
|------|-------------|--------|--------------|
| 999  | Pooled Cash | 9/2026 | 4,145,351.91 |
|      |             |        | 4,145,351.91 |

## Authorization Signatures

### Board Claims Approval

STATE OF CALIFORNIA  
COUNTY OF SAN BENITO

I DO HEREBY CERTIFY, UNDER THE PENALTY OF PERJURY AT HOLLISTER, CALIFORNIA, THAT THE FOREGOING DEMANDS ENUMERATED HAVE BEEN AUDITED; THAT THE SAME ARE ACCURATE AND JUST CLAIMS AGAINST THE DISTRICT; AND THAT THERE ARE FUNDS AVAILABLE FOR PAYMENT.

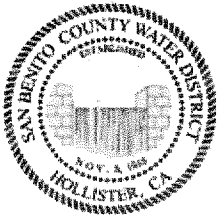


Dana Jacobson, General Manager



~~Brett Miller, Assistant General Manager~~ *Cindy Paine, Sup. Acct.*

\_\_\_\_\_  
Mark Wright, Board President



# San Benito County Water District

## Payment Register

APPKT00402 - Board Claims -September 23, 2026

01 - Vendor Set 01

Bank: AP - Accounts Payable

| Vendor Number  | Vendor Name         |              |            |                 |                | Total Vendor Amount |
|----------------|---------------------|--------------|------------|-----------------|----------------|---------------------|
| 000018         | A-1 Services        |              |            |                 |                | 828.00              |
| Payment Type   | Payment Number      |              |            | Payment Date    | Payment Amount |                     |
| Check          |                     |              |            | 09/17/2026      | 828.00         |                     |
| Payable Number | Description         | Payable Date | Due Date   | Discount Amount | Payable Amount |                     |
| 129406         | Janitorial Services | 09/01/2026   | 10/01/2026 | 0.00            | 828.00         |                     |

| Vendor Number  | Vendor Name              |              |            |                 |                | Total Vendor Amount |
|----------------|--------------------------|--------------|------------|-----------------|----------------|---------------------|
| 005115         | AAA Business Supplies LP |              |            |                 |                | 545.79              |
| Payment Type   | Payment Number           |              |            | Payment Date    | Payment Amount |                     |
| Check          |                          |              |            | 09/17/2026      | 545.79         |                     |
| Payable Number | Description              | Payable Date | Due Date   | Discount Amount | Payable Amount |                     |
| 2514127-0      | Office Supplies          | 08/24/2026   | 09/23/2026 | 0.00            | 545.79         |                     |

| Vendor Number  | Vendor Name       |              |            |                 |                | Total Vendor Amount |
|----------------|-------------------|--------------|------------|-----------------|----------------|---------------------|
| 000081         | Alan Zeisbrich    |              |            |                 |                | 490.00              |
| Payment Type   | Payment Number    |              |            | Payment Date    | Payment Amount |                     |
| Check          |                   |              |            | 09/17/2026      | 490.00         |                     |
| Payable Number | Description       | Payable Date | Due Date   | Discount Amount | Payable Amount |                     |
| 8-2026P        | Contract Services | 08/31/2026   | 09/30/2026 | 0.00            | 490.00         |                     |

| Vendor Number  | Vendor Name          |              |            |                 |                | Total Vendor Amount |
|----------------|----------------------|--------------|------------|-----------------|----------------|---------------------|
| 000355         | B&S Supply           |              |            |                 |                | 6,421.23            |
| Payment Type   | Payment Number       |              |            | Payment Date    | Payment Amount |                     |
| Check          |                      |              |            | 09/17/2026      | 6,421.23       |                     |
| Payable Number | Description          | Payable Date | Due Date   | Discount Amount | Payable Amount |                     |
| 3264           | Maintenance Supplies | 08/26/2026   | 09/25/2026 | 0.00            | 6,421.23       |                     |

| Vendor Number  | Vendor Name          |              |            |                 |                | Total Vendor Amount |
|----------------|----------------------|--------------|------------|-----------------|----------------|---------------------|
| 000415         | Before the Movie Inc |              |            |                 |                | 453.00              |
| Payment Type   | Payment Number       |              |            | Payment Date    | Payment Amount |                     |
| Check          |                      |              |            | 09/17/2026      | 453.00         |                     |
| Payable Number | Description          | Payable Date | Due Date   | Discount Amount | Payable Amount |                     |
| 58312          | On-Screen Ad         | 09/01/2026   | 10/01/2026 | 0.00            | 453.00         |                     |

| Vendor Number  | Vendor Name                                  |              |            |                 |                | Total Vendor Amount |
|----------------|----------------------------------------------|--------------|------------|-----------------|----------------|---------------------|
| 000561         | Brigantino Irrigation                        |              |            |                 |                | 72,781.19           |
| Payment Type   | Payment Number                               |              |            | Payment Date    | Payment Amount |                     |
| Check          |                                              |              |            | 09/17/2026      | 72,781.19      |                     |
| Payable Number | Description                                  | Payable Date | Due Date   | Discount Amount | Payable Amount |                     |
| 220000157137   | Labor and Equipment for San Juan Pipe Repair | 07/30/2026   | 08/29/2026 | 0.00            | 22,800.00      |                     |
| 220000157293   | San Juan Pipe Repair HDPE Pipe and Parts     | 07/31/2026   | 08/30/2026 | 0.00            | 40,295.06      |                     |
| 220000157419   | Maintenance Supplies                         | 08/03/2026   | 09/02/2026 | 0.00            | 1,366.89       |                     |
| 220000160275   | Maintenance Supplies                         | 08/25/2026   | 08/25/2026 | 0.00            | 24.55          |                     |
| 220000161438   | Maintenance Supplies                         | 09/03/2026   | 10/03/2026 | 0.00            | 299.03         |                     |
| INV-39520      | Maintenance Supplies -HWY 25 Project         | 08/27/2026   | 09/11/2026 | 0.00            | 3,145.66       |                     |
| INV-39560      | Maintenance Services                         | 08/27/2026   | 09/11/2026 | 0.00            | 3,200.00       |                     |
| INV-39597      | Maintenance Supplies                         | 08/28/2026   | 09/12/2026 | 0.00            | 1,650.00       |                     |

**Payment Register**
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|                       |                               |                     |                       |                        |                       |                            |
|-----------------------|-------------------------------|---------------------|-----------------------|------------------------|-----------------------|----------------------------|
| <b>Vendor Number</b>  | <b>Vendor Name</b>            |                     |                       |                        |                       | <b>Total Vendor Amount</b> |
| <u>000604</u>         | C. Overaa & Co                |                     |                       |                        |                       | 91,343.45                  |
| <b>Payment Type</b>   | <b>Payment Number</b>         | <b>Payment Date</b> | <b>Payment Amount</b> |                        |                       |                            |
| Bank Draft            | <u>169210964</u>              | 09/23/2026          | 91,343.45             |                        |                       |                            |
| <b>Payable Number</b> | <b>Description</b>            | <b>Payable Date</b> | <b>Due Date</b>       | <b>Discount Amount</b> | <b>Payable Amount</b> |                            |
| <u>18</u>             | Engineering Services          | 09/10/2026          | 10/10/2026            | 0.00                   | 91,343.45             |                            |
| <b>Vendor Number</b>  | <b>Vendor Name</b>            |                     |                       |                        |                       | <b>Total Vendor Amount</b> |
| <u>000605</u>         | CCOI Gate & Fence             |                     |                       |                        |                       | 377.95                     |
| <b>Payment Type</b>   | <b>Payment Number</b>         | <b>Payment Date</b> | <b>Payment Amount</b> |                        |                       |                            |
| Check                 |                               | 09/17/2026          | 377.95                |                        |                       |                            |
| <b>Payable Number</b> | <b>Description</b>            | <b>Payable Date</b> | <b>Due Date</b>       | <b>Discount Amount</b> | <b>Payable Amount</b> |                            |
| <u>3652148032</u>     | Maintenance SJR Gate          | 08/25/2026          | 08/25/2026            | 0.00                   | 225.00                |                            |
| <u>3652148345</u>     | Maintenance District Gate     | 09/09/2026          | 09/09/2026            | 0.00                   | 152.95                |                            |
| <b>Vendor Number</b>  | <b>Vendor Name</b>            |                     |                       |                        |                       | <b>Total Vendor Amount</b> |
| <u>000740</u>         | Cellular Controlled Products  |                     |                       |                        |                       | 195.00                     |
| <b>Payment Type</b>   | <b>Payment Number</b>         | <b>Payment Date</b> | <b>Payment Amount</b> |                        |                       |                            |
| Check                 |                               | 09/17/2026          | 195.00                |                        |                       |                            |
| <b>Payable Number</b> | <b>Description</b>            | <b>Payable Date</b> | <b>Due Date</b>       | <b>Discount Amount</b> | <b>Payable Amount</b> |                            |
| <u>0135336-IN</u>     | Quarterly Service             | 09/01/2026          | 10/01/2026            | 0.00                   | 195.00                |                            |
| <b>Vendor Number</b>  | <b>Vendor Name</b>            |                     |                       |                        |                       | <b>Total Vendor Amount</b> |
| <u>000869</u>         | Cintas Corporation            |                     |                       |                        |                       | 1,308.83                   |
| <b>Payment Type</b>   | <b>Payment Number</b>         | <b>Payment Date</b> | <b>Payment Amount</b> |                        |                       |                            |
| Check                 |                               | 09/17/2026          | 1,308.83              |                        |                       |                            |
| <b>Payable Number</b> | <b>Description</b>            | <b>Payable Date</b> | <b>Due Date</b>       | <b>Discount Amount</b> | <b>Payable Amount</b> |                            |
| <u>4279469721</u>     | Weekly Service                | 08/18/2026          | 09/17/2026            | 0.00                   | 214.05                |                            |
| <u>4280186630</u>     | Weekly Service                | 08/25/2026          | 09/24/2026            | 0.00                   | 214.05                |                            |
| <u>4280976412</u>     | Weekly Service                | 09/01/2026          | 10/01/2026            | 0.00                   | 264.37                |                            |
| <u>4281803008</u>     | Weekly Service                | 09/09/2026          | 10/09/2026            | 0.00                   | 264.37                |                            |
| <u>4282466570</u>     | Weekly Service                | 09/15/2026          | 10/15/2026            | 0.00                   | 264.37                |                            |
| <u>9389014787</u>     | District Apparel              | 09/04/2026          | 10/04/2026            | 0.00                   | 87.62                 |                            |
| <b>Vendor Number</b>  | <b>Vendor Name</b>            |                     |                       |                        |                       | <b>Total Vendor Amount</b> |
| <u>000870</u>         | City National Bank            |                     |                       |                        |                       | 115,779.20                 |
| <b>Payment Type</b>   | <b>Payment Number</b>         | <b>Payment Date</b> | <b>Payment Amount</b> |                        |                       |                            |
| Bank Draft            | <u>169211197</u>              | 09/23/2026          | 115,779.20            |                        |                       |                            |
| <b>Payable Number</b> | <b>Description</b>            | <b>Payable Date</b> | <b>Due Date</b>       | <b>Discount Amount</b> | <b>Payable Amount</b> |                            |
| <u>090126</u>         | Quarterly Loan Payment        | 09/01/2026          | 09/01/2026            | 0.00                   | 115,779.20            |                            |
| <b>Vendor Number</b>  | <b>Vendor Name</b>            |                     |                       |                        |                       | <b>Total Vendor Amount</b> |
| <u>000905</u>         | CM Analytical Inc             |                     |                       |                        |                       | 1,280.00                   |
| <b>Payment Type</b>   | <b>Payment Number</b>         | <b>Payment Date</b> | <b>Payment Amount</b> |                        |                       |                            |
| Check                 |                               | 09/17/2026          | 1,280.00              |                        |                       |                            |
| <b>Payable Number</b> | <b>Description</b>            | <b>Payable Date</b> | <b>Due Date</b>       | <b>Discount Amount</b> | <b>Payable Amount</b> |                            |
| <u>87439</u>          | Water Quality Testing         | 08/31/2026          | 09/30/2026            | 0.00                   | 1,280.00              |                            |
| <b>Vendor Number</b>  | <b>Vendor Name</b>            |                     |                       |                        |                       | <b>Total Vendor Amount</b> |
| <u>001043</u>         | Dataflow Business Systems Inc |                     |                       |                        |                       | 871.88                     |
| <b>Payment Type</b>   | <b>Payment Number</b>         | <b>Payment Date</b> | <b>Payment Amount</b> |                        |                       |                            |
| Check                 |                               | 09/17/2026          | 871.88                |                        |                       |                            |
| <b>Payable Number</b> | <b>Description</b>            | <b>Payable Date</b> | <b>Due Date</b>       | <b>Discount Amount</b> | <b>Payable Amount</b> |                            |
| <u>22417</u>          | Scanner Modifications -Credit | 08/24/2026          | 09/08/2026            | 0.00                   | -1,400.00             |                            |
| <u>441528</u>         | Scanner Modifications         | 12/24/2025          | 01/08/2026            | 0.00                   | 1,750.00              |                            |
| <u>454125</u>         | Scanner Modifications         | 05/15/2026          | 05/30/2026            | 0.00                   | 380.00                |                            |
| <u>463289</u>         | Copier Maintenance & Supplies | 09/04/2026          | 09/19/2026            | 0.00                   | 141.88                |                            |

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| Vendor Number     | Vendor Name                        |              |            |                 |                |  | Total Vendor Amount |                |
|-------------------|------------------------------------|--------------|------------|-----------------|----------------|--|---------------------|----------------|
| <u>001264</u>     | Don Chapin Company Inc             |              |            |                 |                |  | 1,262.90            |                |
| Payment Type      | Payment Number                     |              |            |                 |                |  | Payment Date        | Payment Amount |
| Check             |                                    |              |            |                 |                |  | 09/17/2026          | 1,262.90       |
| Payable Number    | Description                        | Payable Date | Due Date   | Discount Amount | Payable Amount |  |                     |                |
| <u>212285</u>     | Maintenance Supplies               | 08/06/2026   | 09/05/2026 | 0.00            | 213.66         |  |                     |                |
| <u>212286</u>     | Maintenance Supplies               | 08/05/2026   | 09/04/2026 | 0.00            | 417.09         |  |                     |                |
| <u>212287</u>     | Maintenance Supplies               | 08/05/2026   | 09/04/2026 | 0.00            | 135.20         |  |                     |                |
| <u>212295</u>     | Maintenance Supplies               | 08/05/2026   | 09/04/2026 | 0.00            | 137.78         |  |                     |                |
| <u>212296</u>     | Maintenance Supplies               | 08/05/2026   | 09/04/2026 | 0.00            | 359.17         |  |                     |                |
|                   |                                    |              |            |                 |                |  |                     |                |
| Vendor Number     | Vendor Name                        |              |            |                 |                |  | Total Vendor Amount |                |
| <u>001409</u>     | ELC Consulting                     |              |            |                 |                |  | 9,297.35            |                |
| Payment Type      | Payment Number                     |              |            |                 |                |  | Payment Date        | Payment Amount |
| Check             |                                    |              |            |                 |                |  | 09/17/2026          | 9,297.35       |
| Payable Number    | Description                        | Payable Date | Due Date   | Discount Amount | Payable Amount |  |                     |                |
| <u>11320</u>      | Monthly Bitdefender Cloud Security | 09/01/2026   | 09/01/2026 | 0.00            | 820.35         |  |                     |                |
| <u>11334</u>      | Monthly Service Agreement          | 09/01/2026   | 09/01/2026 | 0.00            | 6,897.00       |  |                     |                |
| <u>11335</u>      | Monthly Service Agreement          | 09/01/2026   | 09/01/2026 | 0.00            | 100.00         |  |                     |                |
| <u>11336</u>      | Monthly Service Agreement          | 09/01/2026   | 09/01/2026 | 0.00            | 1,480.00       |  |                     |                |
|                   |                                    |              |            |                 |                |  |                     |                |
| Vendor Number     | Vendor Name                        |              |            |                 |                |  | Total Vendor Amount |                |
| <u>001553</u>     | Fastenal Company                   |              |            |                 |                |  | 9,017.23            |                |
| Payment Type      | Payment Number                     |              |            |                 |                |  | Payment Date        | Payment Amount |
| Check             |                                    |              |            |                 |                |  | 09/17/2026          | 9,017.23       |
| Payable Number    | Description                        | Payable Date | Due Date   | Discount Amount | Payable Amount |  |                     |                |
| <u>CAHOS77101</u> | Maintenance Supplies               | 08/21/2026   | 08/31/2026 | 0.00            | 398.37         |  |                     |                |
| <u>CAHOS77124</u> | Maintenance Supplies               | 08/24/2026   | 09/23/2026 | 0.00            | 8,618.86       |  |                     |                |
|                   |                                    |              |            |                 |                |  |                     |                |
| Vendor Number     | Vendor Name                        |              |            |                 |                |  | Total Vendor Amount |                |
| <u>001573</u>     | Fiber Glass Systems LP             |              |            |                 |                |  | 36,695.35           |                |
| Payment Type      | Payment Number                     |              |            |                 |                |  | Payment Date        | Payment Amount |
| Check             |                                    |              |            |                 |                |  | 09/17/2026          | 36,695.35      |
| Payable Number    | Description                        | Payable Date | Due Date   | Discount Amount | Payable Amount |  |                     |                |
| <u>44431</u>      | 30 Inch Repair Kits                | 08/25/2026   | 09/24/2026 | 0.00            | 36,695.35      |  |                     |                |
|                   |                                    |              |            |                 |                |  |                     |                |
| Vendor Number     | Vendor Name                        |              |            |                 |                |  | Total Vendor Amount |                |
| <u>001651</u>     | Fresno Valves & Castings, Inc.     |              |            |                 |                |  | 1,425.37            |                |
| Payment Type      | Payment Number                     |              |            |                 |                |  | Payment Date        | Payment Amount |
| Check             |                                    |              |            |                 |                |  | 09/17/2026          | 1,425.37       |
| Payable Number    | Description                        | Payable Date | Due Date   | Discount Amount | Payable Amount |  |                     |                |
| <u>S0679105</u>   | Maintenance Supplies               | 09/10/2026   | 10/10/2026 | 0.00            | 1,425.37       |  |                     |                |
|                   |                                    |              |            |                 |                |  |                     |                |
| Vendor Number     | Vendor Name                        |              |            |                 |                |  | Total Vendor Amount |                |
| <u>001708</u>     | GEI Consultants Inc                |              |            |                 |                |  | 2,272.50            |                |
| Payment Type      | Payment Number                     |              |            |                 |                |  | Payment Date        | Payment Amount |
| Check             |                                    |              |            |                 |                |  | 09/17/2026          | 2,272.50       |
| Payable Number    | Description                        | Payable Date | Due Date   | Discount Amount | Payable Amount |  |                     |                |
| <u>003209617</u>  | Project Management                 | 09/10/2026   | 10/10/2026 | 0.00            | 2,272.50       |  |                     |                |
|                   |                                    |              |            |                 |                |  |                     |                |
| Vendor Number     | Vendor Name                        |              |            |                 |                |  | Total Vendor Amount |                |
| <u>001815</u>     | Granite Rock Co Inc                |              |            |                 |                |  | 2,053.92            |                |
| Payment Type      | Payment Number                     |              |            |                 |                |  | Payment Date        | Payment Amount |
| Check             |                                    |              |            |                 |                |  | 09/17/2026          | 2,053.92       |
| Payable Number    | Description                        | Payable Date | Due Date   | Discount Amount | Payable Amount |  |                     |                |
| <u>2304826</u>    | Sand for Sub 9 Leak                | 08/22/2026   | 09/21/2026 | 0.00            | 2,053.92       |  |                     |                |

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| Vendor Number        | Vendor Name                           |              |            |                 |                | Total Vendor Amount        |
|----------------------|---------------------------------------|--------------|------------|-----------------|----------------|----------------------------|
| <u>001821</u>        | Green Valley Farm Supply Inc          |              |            |                 |                | 8,538.91                   |
| Payment Type         | Payment Number                        |              |            | Payment Date    | Payment Amount |                            |
| Check                |                                       |              |            | 09/17/2026      | 8,538.91       |                            |
| Payable Number       | Description                           | Payable Date | Due Date   | Discount Amount | Payable Amount |                            |
| <u>456551</u>        | Paicines Canal Spray                  | 08/23/2026   | 09/22/2026 | 0.00            | 1,045.56       |                            |
| <u>456552</u>        | Paicines Canal Spraying               | 08/23/2026   | 09/22/2026 | 0.00            | 7,493.35       |                            |
| <b>Vendor Number</b> | <b>Vendor Name</b>                    |              |            |                 |                | <b>Total Vendor Amount</b> |
| <u>001822</u>        | Greenwood Chevrolet                   |              |            |                 |                | 132.53                     |
| Payment Type         | Payment Number                        |              |            | Payment Date    | Payment Amount |                            |
| Check                |                                       |              |            | 09/17/2026      | 132.53         |                            |
| Payable Number       | Description                           | Payable Date | Due Date   | Discount Amount | Payable Amount |                            |
| <u>217290</u>        | Vehicle Maintenance                   | 09/03/2026   | 10/03/2026 | 0.00            | 132.53         |                            |
| <b>Vendor Number</b> | <b>Vendor Name</b>                    |              |            |                 |                | <b>Total Vendor Amount</b> |
| <u>001866</u>        | Gutierrez Consultants                 |              |            |                 |                | 6,802.25                   |
| Payment Type         | Payment Number                        |              |            | Payment Date    | Payment Amount |                            |
| EFT                  |                                       |              |            | 09/17/2026      | 6,802.25       |                            |
| Payable Number       | Description                           | Payable Date | Due Date   | Discount Amount | Payable Amount |                            |
| <u>2103</u>          | Consulting Services                   | 09/07/2026   | 09/07/2026 | 0.00            | 1,719.25       |                            |
| <u>2104</u>          | Consulting Services                   | 09/07/2026   | 09/07/2026 | 0.00            | 5,083.00       |                            |
| <b>Vendor Number</b> | <b>Vendor Name</b>                    |              |            |                 |                | <b>Total Vendor Amount</b> |
| <u>001901</u>        | HDR Engineering Inc                   |              |            |                 |                | 77,255.88                  |
| Payment Type         | Payment Number                        |              |            | Payment Date    | Payment Amount |                            |
| Check                |                                       |              |            | 09/17/2026      | 77,255.88      |                            |
| Payable Number       | Description                           | Payable Date | Due Date   | Discount Amount | Payable Amount |                            |
| <u>1200855528</u>    | Engineering Services                  | 08/17/2026   | 09/16/2026 | 0.00            | 77,255.88      |                            |
| <b>Vendor Number</b> | <b>Vendor Name</b>                    |              |            |                 |                | <b>Total Vendor Amount</b> |
| <u>001949</u>        | Hollister Auto Parts Inc              |              |            |                 |                | 370.12                     |
| Payment Type         | Payment Number                        |              |            | Payment Date    | Payment Amount |                            |
| Check                |                                       |              |            | 09/17/2026      | 370.12         |                            |
| Payable Number       | Description                           | Payable Date | Due Date   | Discount Amount | Payable Amount |                            |
| <u>053114</u>        | Vehicle Maintenance -Truck #19        | 09/09/2026   | 10/09/2026 | 0.00            | 305.70         |                            |
| <u>053132</u>        | Vehicle Maintenance Credit -Truck #19 | 09/09/2026   | 10/09/2026 | 0.00            | -19.67         |                            |
| <u>053222</u>        | Vehicle Maintenance -Truck #18        | 09/09/2026   | 10/09/2026 | 0.00            | 67.71          |                            |
| <u>053295</u>        | Vehicle Maintenance -Truck #24        | 09/10/2026   | 10/10/2026 | 0.00            | 16.38          |                            |
| <b>Vendor Number</b> | <b>Vendor Name</b>                    |              |            |                 |                | <b>Total Vendor Amount</b> |
| <u>001960</u>        | Hollister Landscape Supply            |              |            |                 |                | 74.04                      |
| Payment Type         | Payment Number                        |              |            | Payment Date    | Payment Amount |                            |
| Check                |                                       |              |            | 09/17/2026      | 74.04          |                            |
| Payable Number       | Description                           | Payable Date | Due Date   | Discount Amount | Payable Amount |                            |
| <u>87435</u>         | Maintenance Supplies                  | 08/11/2026   | 09/10/2026 | 0.00            | 74.04          |                            |
| <b>Vendor Number</b> | <b>Vendor Name</b>                    |              |            |                 |                | <b>Total Vendor Amount</b> |
| <u>001988</u>        | ICONIX Waterworks Inc                 |              |            |                 |                | 4,965.86                   |
| Payment Type         | Payment Number                        |              |            | Payment Date    | Payment Amount |                            |
| Check                |                                       |              |            | 09/17/2026      | 4,965.86       |                            |
| Payable Number       | Description                           | Payable Date | Due Date   | Discount Amount | Payable Amount |                            |
| <u>U2616030194</u>   | Maintenance Supplies                  | 08/20/2026   | 09/19/2026 | 0.00            | 408.65         |                            |
| <u>U2616030880</u>   | Maintenance Supplies                  | 08/26/2026   | 09/25/2026 | 0.00            | 4,557.21       |                            |
| <b>Vendor Number</b> | <b>Vendor Name</b>                    |              |            |                 |                | <b>Total Vendor Amount</b> |
| <u>002405</u>        | John Smith Landfill                   |              |            |                 |                | 26.33                      |
| Payment Type         | Payment Number                        |              |            | Payment Date    | Payment Amount |                            |
| Check                |                                       |              |            | 09/17/2026      | 26.33          |                            |
| Payable Number       | Description                           | Payable Date | Due Date   | Discount Amount | Payable Amount |                            |
| <u>01-01174636</u>   | Dump Fees                             | 08/21/2026   | 09/20/2026 | 0.00            | 26.33          |                            |

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| Vendor Number  | Vendor Name                                   |              |            |                 |                | Total Vendor Amount |                |
|----------------|-----------------------------------------------|--------------|------------|-----------------|----------------|---------------------|----------------|
| 002423         | Johnson Lumber Company                        |              |            |                 |                | 427.17              |                |
| Payment Type   | Payment Number                                |              |            |                 |                | Payment Date        | Payment Amount |
| Check          |                                               |              |            |                 |                | 09/17/2026          | 427.17         |
| Payable Number | Description                                   | Payable Date | Due Date   | Discount Amount | Payable Amount |                     |                |
| 295916         | Maintenance Supplies                          | 08/21/2026   | 09/10/2026 | 0.00            | 83.00          |                     |                |
| 295919         | Maintenance Supplies                          | 08/21/2026   | 09/10/2026 | 0.00            | 146.66         |                     |                |
| 296106         | Maintenance Supplies                          | 08/28/2026   | 09/10/2026 | 0.00            | 69.83          |                     |                |
| 296425         | Maintenance Supplies                          | 09/10/2026   | 10/10/2026 | 0.00            | 127.68         |                     |                |
|                |                                               |              |            |                 |                | Total Vendor Amount |                |
| 002699         | Kennedy/Jenks Consultants Inc.                |              |            |                 |                | 176,287.53          |                |
| Payment Type   | Payment Number                                |              |            |                 |                | Payment Date        | Payment Amount |
| Check          |                                               |              |            |                 |                | 09/17/2026          | 176,287.53     |
| Payable Number | Description                                   | Payable Date | Due Date   | Discount Amount | Payable Amount |                     |                |
| 190051         | Engineering Services                          | 09/09/2026   | 04/15/2026 | 0.00            | 82,441.99      |                     |                |
| 190052         | Engineering Services                          | 09/09/2026   | 04/15/2026 | 0.00            | 93,845.54      |                     |                |
|                |                                               |              |            |                 |                | Total Vendor Amount |                |
| 002783         | Landscape Design by Rosemary Bridwell CCN     |              |            |                 |                | 300.00              |                |
| Payment Type   | Payment Number                                |              |            |                 |                | Payment Date        | Payment Amount |
| Check          |                                               |              |            |                 |                | 09/17/2026          | 300.00         |
| Payable Number | Description                                   | Payable Date | Due Date   | Discount Amount | Payable Amount |                     |                |
| 082426         | Landscape Plan Review                         | 08/24/2026   | 09/23/2026 | 0.00            | 300.00         |                     |                |
|                |                                               |              |            |                 |                | Total Vendor Amount |                |
| 005212         | Madison Artificial Intelligence, Inc.         |              |            |                 |                | 15,500.00           |                |
| Payment Type   | Payment Number                                |              |            |                 |                | Payment Date        | Payment Amount |
| Check          |                                               |              |            |                 |                | 09/17/2026          | 15,500.00      |
| Payable Number | Description                                   | Payable Date | Due Date   | Discount Amount | Payable Amount |                     |                |
| INV-7141       | Madison AI Annual Licensing (9/15/26-9/15/27) | 08/26/2026   | 09/25/2026 | 0.00            | 15,500.00      |                     |                |
|                |                                               |              |            |                 |                | Total Vendor Amount |                |
| 003015         | Mandego                                       |              |            |                 |                | 858.10              |                |
| Payment Type   | Payment Number                                |              |            |                 |                | Payment Date        | Payment Amount |
| Check          |                                               |              |            |                 |                | 09/17/2026          | 858.10         |
| Payable Number | Description                                   | Payable Date | Due Date   | Discount Amount | Payable Amount |                     |                |
| 20997          | District Apparel                              | 08/25/2026   | 08/25/2026 | 0.00            | 858.10         |                     |                |
|                |                                               |              |            |                 |                | Total Vendor Amount |                |
| 003247         | McKinnon Lumber, Inc.                         |              |            |                 |                | 808.62              |                |
| Payment Type   | Payment Number                                |              |            |                 |                | Payment Date        | Payment Amount |
| Check          |                                               |              |            |                 |                | 09/17/2026          | 808.62         |
| Payable Number | Description                                   | Payable Date | Due Date   | Discount Amount | Payable Amount |                     |                |
| DCQ5W          | Maintenance Supplies                          | 08/31/2026   | 09/30/2026 | 0.00            | 808.62         |                     |                |
|                |                                               |              |            |                 |                | Total Vendor Amount |                |
| 003249         | McMaster-Carr Supply Co                       |              |            |                 |                | 1,668.11            |                |
| Payment Type   | Payment Number                                |              |            |                 |                | Payment Date        | Payment Amount |
| Check          |                                               |              |            |                 |                | 09/17/2026          | 1,668.11       |
| Payable Number | Description                                   | Payable Date | Due Date   | Discount Amount | Payable Amount |                     |                |
| 71588290       | Maintenance Supplies                          | 09/09/2026   | 10/09/2026 | 0.00            | 1,668.11       |                     |                |
|                |                                               |              |            |                 |                | Total Vendor Amount |                |
| 003399         | Mission Village Voice Media LLC               |              |            |                 |                | 544.00              |                |
| Payment Type   | Payment Number                                |              |            |                 |                | Payment Date        | Payment Amount |
| Check          |                                               |              |            |                 |                | 09/17/2026          | 544.00         |
| Payable Number | Description                                   | Payable Date | Due Date   | Discount Amount | Payable Amount |                     |                |
| 1577           | Monthly Print Ad                              | 08/23/2026   | 08/23/2026 | 0.00            | 544.00         |                     |                |

**Payment Register**

**APPKT00402 - Board Claims -September 23, 2026**

| Vendor Number        | Vendor Name                                        |              |            |                 |                | Total Vendor Amount         |
|----------------------|----------------------------------------------------|--------------|------------|-----------------|----------------|-----------------------------|
| <u>003487</u>        | New SV Media, Inc                                  |              |            |                 |                | 188.92                      |
| Payment Type         | Payment Number                                     |              |            |                 |                | Payment Date Payment Amount |
| Check                |                                                    |              |            |                 |                | 09/17/2026 188.92           |
| Payable Number       | Description                                        | Payable Date | Due Date   | Discount Amount | Payable Amount |                             |
| <u>188767</u>        | Public Notice -Periodic Evaluation/GSP Amendment 9 | 09/08/2026   | 10/08/2026 | 0.00            | 188.92         |                             |
| <b>Vendor Number</b> | <b>Vendor Name</b>                                 |              |            |                 |                | <b>Total Vendor Amount</b>  |
| <u>003550</u>        | Old Republic Surety Group                          |              |            |                 |                | 178.00                      |
| Payment Type         | Payment Number                                     |              |            |                 |                | Payment Date Payment Amount |
| Check                |                                                    |              |            |                 |                | 09/17/2026 178.00           |
| Payable Number       | Description                                        | Payable Date | Due Date   | Discount Amount | Payable Amount |                             |
| <u>A150003079</u>    | Directors Surety Bond 12/2/26-12/2/30              | 08/30/2026   | 08/30/2026 | 0.00            | 178.00         |                             |
| <b>Vendor Number</b> | <b>Vendor Name</b>                                 |              |            |                 |                | <b>Total Vendor Amount</b>  |
| <u>003878</u>        | Reserve Account                                    |              |            |                 |                | 2,000.00                    |
| Payment Type         | Payment Number                                     |              |            |                 |                | Payment Date Payment Amount |
| Check                |                                                    |              |            |                 |                | 09/17/2026 2,000.00         |
| Payable Number       | Description                                        | Payable Date | Due Date   | Discount Amount | Payable Amount |                             |
| <u>090126</u>        | Postage on Account                                 | 09/01/2026   | 09/01/2026 | 0.00            | 2,000.00       |                             |
| <b>Vendor Number</b> | <b>Vendor Name</b>                                 |              |            |                 |                | <b>Total Vendor Amount</b>  |
| <u>004174</u>        | Rossi's Tire & Auto Service                        |              |            |                 |                | 1,123.30                    |
| Payment Type         | Payment Number                                     |              |            |                 |                | Payment Date Payment Amount |
| Check                |                                                    |              |            |                 |                | 09/17/2026 1,123.30         |
| Payable Number       | Description                                        | Payable Date | Due Date   | Discount Amount | Payable Amount |                             |
| <u>S1B86260</u>      | Vehicle Maintenance -Truck #18                     | 08/11/2026   | 09/10/2026 | 0.00            | 241.20         |                             |
| <u>S1B86453</u>      | Vehicle Maintenance -Truck #24                     | 08/25/2026   | 09/24/2026 | 0.00            | 882.10         |                             |
| <b>Vendor Number</b> | <b>Vendor Name</b>                                 |              |            |                 |                | <b>Total Vendor Amount</b>  |
| <u>004273</u>        | San Benito Engineering                             |              |            |                 |                | 1,600.00                    |
| Payment Type         | Payment Number                                     |              |            |                 |                | Payment Date Payment Amount |
| Check                |                                                    |              |            |                 |                | 09/17/2026 1,600.00         |
| Payable Number       | Description                                        | Payable Date | Due Date   | Discount Amount | Payable Amount |                             |
| <u>8451</u>          | Engineering Services                               | 08/27/2026   | 09/26/2026 | 0.00            | 1,600.00       |                             |
| <b>Vendor Number</b> | <b>Vendor Name</b>                                 |              |            |                 |                | <b>Total Vendor Amount</b>  |
| <u>004293</u>        | San Luis & Delta-Mendota WA                        |              |            |                 |                | 38,495.00                   |
| Payment Type         | Payment Number                                     |              |            |                 |                | Payment Date Payment Amount |
| Check                |                                                    |              |            |                 |                | 09/17/2026 38,495.00        |
| Payable Number       | Description                                        | Payable Date | Due Date   | Discount Amount | Payable Amount |                             |
| <u>INVWA1767</u>     | Membership FY27 2nd Installment                    | 08/31/2026   | 09/30/2026 | 0.00            | 38,495.00      |                             |
| <b>Vendor Number</b> | <b>Vendor Name</b>                                 |              |            |                 |                | <b>Total Vendor Amount</b>  |
| <u>004364</u>        | Sentry Alarm Systems                               |              |            |                 |                | 120.00                      |
| Payment Type         | Payment Number                                     |              |            |                 |                | Payment Date Payment Amount |
| Check                |                                                    |              |            |                 |                | 09/17/2026 120.00           |
| Payable Number       | Description                                        | Payable Date | Due Date   | Discount Amount | Payable Amount |                             |
| <u>2325816</u>       | Quarterly Monitoring                               | 09/15/2026   | 10/15/2026 | 0.00            | 120.00         |                             |
| <b>Vendor Number</b> | <b>Vendor Name</b>                                 |              |            |                 |                | <b>Total Vendor Amount</b>  |
| <u>004218</u>        | SJ Electro Systems, Inc.                           |              |            |                 |                | 2,173.75                    |
| Payment Type         | Payment Number                                     |              |            |                 |                | Payment Date Payment Amount |
| Check                |                                                    |              |            |                 |                | 09/17/2026 2,173.75         |
| Payable Number       | Description                                        | Payable Date | Due Date   | Discount Amount | Payable Amount |                             |
| <u>CD99632679</u>    | Scada Support                                      | 08/31/2026   | 09/30/2026 | 0.00            | 2,173.75       |                             |

**Payment Register**
**APPKT00402 - Board Claims -September 23, 2026**

| Vendor Number        | Vendor Name                           |              |            |                 |                | Total Vendor Amount        |
|----------------------|---------------------------------------|--------------|------------|-----------------|----------------|----------------------------|
| <u>004450</u>        | Specialty Construction Inc.           |              |            |                 |                | 1,017,733.61               |
| Payment Type         | Payment Number                        |              |            | Payment Date    | Payment Amount |                            |
| Check                |                                       |              |            | 09/17/2026      | 966,846.93     |                            |
| Payable Number       | Description                           | Payable Date | Due Date   | Discount Amount | Payable Amount |                            |
| <u>11</u>            | Engineering Services                  | 09/10/2026   | 10/10/2026 | 0.00            | 966,846.93     |                            |
| Bank Draft           | <u>169211887</u>                      |              |            | 09/23/2026      | 50,886.68      |                            |
| Payable Number       | Description                           | Payable Date | Due Date   | Discount Amount | Payable Amount |                            |
| <u>11 RET</u>        | Retention Escrow Payment Invoice 11   | 09/10/2026   | 10/10/2026 | 0.00            | 50,886.68      |                            |
| <b>Vendor Number</b> | <b>Vendor Name</b>                    |              |            |                 |                | <b>Total Vendor Amount</b> |
| <u>004456</u>        | Spurzem & Liem LLP                    |              |            |                 |                | 6,112.50                   |
| Payment Type         | Payment Number                        |              |            | Payment Date    | Payment Amount |                            |
| Check                |                                       |              |            | 09/17/2026      | 6,112.50       |                            |
| Payable Number       | Description                           | Payable Date | Due Date   | Discount Amount | Payable Amount |                            |
| <u>66539</u>         | Legal Services                        | 09/03/2026   | 10/03/2026 | 0.00            | 6,112.50       |                            |
| <b>Vendor Number</b> | <b>Vendor Name</b>                    |              |            |                 |                | <b>Total Vendor Amount</b> |
| <u>004495</u>        | Stericycle, Inc.                      |              |            |                 |                | 231.59                     |
| Payment Type         | Payment Number                        |              |            | Payment Date    | Payment Amount |                            |
| Check                |                                       |              |            | 09/17/2026      | 231.59         |                            |
| Payable Number       | Description                           | Payable Date | Due Date   | Discount Amount | Payable Amount |                            |
| <u>8015298666</u>    | Monthly Shredding Service             | 08/31/2026   | 09/30/2026 | 0.00            | 231.59         |                            |
| <b>Vendor Number</b> | <b>Vendor Name</b>                    |              |            |                 |                | <b>Total Vendor Amount</b> |
| <u>004541</u>        | Sublime Silkscreen                    |              |            |                 |                | 356.68                     |
| Payment Type         | Payment Number                        |              |            | Payment Date    | Payment Amount |                            |
| Check                |                                       |              |            | 09/17/2026      | 356.68         |                            |
| Payable Number       | Description                           | Payable Date | Due Date   | Discount Amount | Payable Amount |                            |
| <u>2400</u>          | District Uniforms                     | 09/10/2026   | 09/10/2026 | 0.00            | 356.68         |                            |
| <b>Vendor Number</b> | <b>Vendor Name</b>                    |              |            |                 |                | <b>Total Vendor Amount</b> |
| <u>004554</u>        | Sunnyslope County Water District      |              |            |                 |                | 318,864.26                 |
| Payment Type         | Payment Number                        |              |            | Payment Date    | Payment Amount |                            |
| Check                |                                       |              |            | 09/17/2026      | 318,864.26     |                            |
| Payable Number       | Description                           | Payable Date | Due Date   | Discount Amount | Payable Amount |                            |
| <u>INV00593</u>      | Plant Operations -West Hills          | 08/01/2026   | 09/30/2026 | 0.00            | 242,283.40     |                            |
| <u>INV00594</u>      | Plant Operations -Lessalt             | 08/31/2026   | 09/30/2026 | 0.00            | 72,042.69      |                            |
| <u>INV00595</u>      | West Hills ADROP Expense -August 2026 | 08/31/2026   | 09/30/2026 | 0.00            | 4,538.17       |                            |
| <b>Vendor Number</b> | <b>Vendor Name</b>                    |              |            |                 |                | <b>Total Vendor Amount</b> |
| <u>004728</u>        | Todd Groundwater                      |              |            |                 |                | 22,757.50                  |
| Payment Type         | Payment Number                        |              |            | Payment Date    | Payment Amount |                            |
| Check                |                                       |              |            | 09/17/2026      | 22,757.50      |                            |
| Payable Number       | Description                           | Payable Date | Due Date   | Discount Amount | Payable Amount |                            |
| <u>37662 826</u>     | Engineering Services                  | 08/08/2026   | 09/07/2026 | 0.00            | 1,840.00       |                            |
| <u>37663 826</u>     | Engineering Services                  | 08/08/2026   | 09/07/2026 | 0.00            | 20,917.50      |                            |
| <b>Vendor Number</b> | <b>Vendor Name</b>                    |              |            |                 |                | <b>Total Vendor Amount</b> |
| <u>004771</u>        | Toro Petroleum Corporation            |              |            |                 |                | 5,258.04                   |
| Payment Type         | Payment Number                        |              |            | Payment Date    | Payment Amount |                            |
| Check                |                                       |              |            | 09/17/2026      | 5,258.04       |                            |
| Payable Number       | Description                           | Payable Date | Due Date   | Discount Amount | Payable Amount |                            |
| <u>CLS1324</u>       | Vehicle Fuel                          | 08/31/2026   | 10/15/2026 | 0.00            | 5,258.04       |                            |
| <b>Vendor Number</b> | <b>Vendor Name</b>                    |              |            |                 |                | <b>Total Vendor Amount</b> |
| <u>004810</u>        | U.S. Bank Corporation                 |              |            |                 |                | 9,696.52                   |
| Payment Type         | Payment Number                        |              |            | Payment Date    | Payment Amount |                            |
| Check                |                                       |              |            | 09/17/2026      | 9,696.52       |                            |
| Payable Number       | Description                           | Payable Date | Due Date   | Discount Amount | Payable Amount |                            |
| <u>082426BIM</u>     | Monthly Statement                     | 08/24/2026   | 09/23/2026 | 0.00            | 3,045.00       |                            |

**Payment Register**
**APPKT00402 - Board Claims -September 23, 2026**

|                       |                                                    |                            |                       |                        |                       |
|-----------------------|----------------------------------------------------|----------------------------|-----------------------|------------------------|-----------------------|
| <u>082426BM</u>       | Monthly Statement                                  | 08/24/2026                 | 09/23/2026            | 0.00                   | 1,370.18              |
| <u>082426DJ</u>       | Monthly Statement                                  | 08/24/2026                 | 09/23/2026            | 0.00                   | 19.99                 |
| <u>082426LBO</u>      | Monthly Statement                                  | 08/24/2026                 | 09/23/2026            | 0.00                   | 138.93                |
| <u>082426MC</u>       | Monthly Statement                                  | 08/24/2026                 | 09/23/2026            | 0.00                   | 5,122.42              |
| <b>Vendor Number</b>  | <b>Vendor Name</b>                                 | <b>Total Vendor Amount</b> |                       |                        |                       |
| <u>005130</u>         | U.S. Bank Trust Company, National Association      | 2,029,462.61               |                       |                        |                       |
| <b>Payment Type</b>   | <b>Payment Number</b>                              | <b>Payment Date</b>        | <b>Payment Amount</b> |                        |                       |
| Bank Draft            | <u>169212167</u>                                   | 09/23/2026                 | 2,029,462.61          |                        |                       |
| <b>Payable Number</b> | <b>Description</b>                                 | <b>Payable Date</b>        | <b>Due Date</b>       | <b>Discount Amount</b> | <b>Payable Amount</b> |
| <u>3321050</u>        | Bond Payment                                       | 08/10/2026                 | 10/01/2026            | 0.00                   | 2,029,462.61          |
| <b>Vendor Number</b>  | <b>Vendor Name</b>                                 | <b>Total Vendor Amount</b> |                       |                        |                       |
| <u>004811</u>         | U.S. Geological Survey                             | 27,085.00                  |                       |                        |                       |
| <b>Payment Type</b>   | <b>Payment Number</b>                              | <b>Payment Date</b>        | <b>Payment Amount</b> |                        |                       |
| Check                 |                                                    | 09/17/2026                 | 27,085.00             |                        |                       |
| <b>Payable Number</b> | <b>Description</b>                                 | <b>Payable Date</b>        | <b>Due Date</b>       | <b>Discount Amount</b> | <b>Payable Amount</b> |
| <u>90207294</u>       | Water Data Collection                              | 09/04/2026                 | 11/03/2026            | 0.00                   | 27,085.00             |
| <b>Vendor Number</b>  | <b>Vendor Name</b>                                 | <b>Total Vendor Amount</b> |                       |                        |                       |
| <u>000595</u>         | US Bureau of Reclamation                           | 10,000.00                  |                       |                        |                       |
| <b>Payment Type</b>   | <b>Payment Number</b>                              | <b>Payment Date</b>        | <b>Payment Amount</b> |                        |                       |
| Bank Draft            | <u>2862V57S</u>                                    | 09/23/2026                 | 10,000.00             |                        |                       |
| <b>Payable Number</b> | <b>Description</b>                                 | <b>Payable Date</b>        | <b>Due Date</b>       | <b>Discount Amount</b> | <b>Payable Amount</b> |
| <u>90207893</u>       | LOA 26-WC-20-6449                                  | 09/08/2026                 | 10/08/2026            | 0.00                   | 5,000.00              |
| <u>90208014</u>       | LOA 26-WC-20-6448                                  | 09/10/2026                 | 10/10/2026            | 0.00                   | 5,000.00              |
| <b>Vendor Number</b>  | <b>Vendor Name</b>                                 | <b>Total Vendor Amount</b> |                       |                        |                       |
| <u>004854</u>         | Verdant Commercial Capital LLC                     | 239.81                     |                       |                        |                       |
| <b>Payment Type</b>   | <b>Payment Number</b>                              | <b>Payment Date</b>        | <b>Payment Amount</b> |                        |                       |
| Check                 |                                                    | 09/17/2026                 | 239.81                |                        |                       |
| <b>Payable Number</b> | <b>Description</b>                                 | <b>Payable Date</b>        | <b>Due Date</b>       | <b>Discount Amount</b> | <b>Payable Amount</b> |
| <u>906404590</u>      | Copier Lease                                       | 09/11/2026                 | 10/06/2026            | 0.00                   | 239.81                |
| <b>Vendor Number</b>  | <b>Vendor Name</b>                                 | <b>Total Vendor Amount</b> |                       |                        |                       |
| <u>005155</u>         | Willdan Financial Services                         | 900.00                     |                       |                        |                       |
| <b>Payment Type</b>   | <b>Payment Number</b>                              | <b>Payment Date</b>        | <b>Payment Amount</b> |                        |                       |
| Check                 |                                                    | 09/17/2026                 | 900.00                |                        |                       |
| <b>Payable Number</b> | <b>Description</b>                                 | <b>Payable Date</b>        | <b>Due Date</b>       | <b>Discount Amount</b> | <b>Payable Amount</b> |
| <u>010-67175</u>      | Annual Report Preparation-2025 Water Revenue Bonds | 09/09/2026                 | 10/09/2026            | 0.00                   | 900.00                |
| <b>Vendor Number</b>  | <b>Vendor Name</b>                                 | <b>Total Vendor Amount</b> |                       |                        |                       |
| <u>005015</u>         | Wright Bros Industrial Supply                      | 1,515.23                   |                       |                        |                       |
| <b>Payment Type</b>   | <b>Payment Number</b>                              | <b>Payment Date</b>        | <b>Payment Amount</b> |                        |                       |
| Check                 |                                                    | 09/17/2026                 | 1,515.23              |                        |                       |
| <b>Payable Number</b> | <b>Description</b>                                 | <b>Payable Date</b>        | <b>Due Date</b>       | <b>Discount Amount</b> | <b>Payable Amount</b> |
| <u>302214</u>         | Maintenance Supplies                               | 08/28/2026                 | 09/27/2026            | 0.00                   | 1,455.05              |
| <u>302390</u>         | Maintenance Supplies                               | 09/02/2026                 | 10/02/2026            | 0.00                   | 60.18                 |

## Payment Summary

| Bank Code      | Type              | Payable<br>Count | Payment<br>Count | Discount | Payment      |
|----------------|-------------------|------------------|------------------|----------|--------------|
| AP             | Manual Bank Draft | 6                | 5                | 0.00     | 2,297,471.94 |
| AP             | Check             | 95               | 53               | 0.00     | 1,841,077.72 |
| AP             | EFT               | 2                | 1                | 0.00     | 6,802.25     |
| Packet Totals: |                   | 103              | 59               | 0.00     | 4,145,351.91 |

Cash Fund Summary

| Fund           | Name        | Amount        |
|----------------|-------------|---------------|
| 999            | Pooled Cash | -4,145,351.91 |
| Packet Totals: |             | -4,145,351.91 |

**San Benito County Water District  
Agenda Transmittal**

**Agenda Item:** 4 C

**Meeting Date:** September 23, 2026

**Submitted By:** Leilani Vidal

**Presented By:** Dana Jacobson

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**Agenda Title:** Acknowledgement of Paid Claims prior to the September 2026 Board Meeting

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**Detailed Description:** This is a notification that the checks & wire transfers listed below were issued outside the normal claims process.

| Payee | Check No./<br>Confirmation # | Amount     | For                        | Issued Date |
|-------|------------------------------|------------|----------------------------|-------------|
| ACWA  | 61329                        | \$3,307.07 | Cyber Liability<br>Premium | 09/14/26    |

| <i>Wire Transfers</i>                        |                  |              |                                                                                   |          |
|----------------------------------------------|------------------|--------------|-----------------------------------------------------------------------------------|----------|
| USBR (pay.gov)                               | Wire<br>Transfer | \$136,272.27 | Water Payment<br>(September Payment<br>Recap)                                     | 09/02/26 |
| San Luis Delta<br>Mendota Water<br>Authority | Wire<br>Transfer | \$110,544.00 | O&M delivery costs<br>(September 2026<br>advanced water delivery<br>payment form) | 09/02/26 |
|                                              |                  |              |                                                                                   |          |

Reagendized \_\_\_\_\_ Date \_\_\_\_\_ No Action Taken \_\_\_\_\_



Consent  
Agenda  
Item  
# 4-D



Fiscal Year 2027 On-Call Contract Activity Report  
MCC Controls dba Primex - \*Control System Services (SCADA Services)  
Contract #: PRIMEX-2024 OC  
Board Meeting 9/23/26

| **NTE Contract Amount | Task Order Status | Task Order Amount | Contract Amount Remaining | Task Order Number | Task Order Description                  | Task Order Issued Date | Payments to Date |
|-----------------------|-------------------|-------------------|---------------------------|-------------------|-----------------------------------------|------------------------|------------------|
| \$ 813,000            |                   |                   |                           |                   |                                         |                        |                  |
|                       | Closed            | \$ 30,000         | \$ 783,000                | 1                 | Control System Services                 | 8.27.24                | \$ 29,894.75     |
|                       | Closed            | \$ 48,178         | \$ 734,822                | 2                 | PLC install and system start up RTU 20  | 8.26.24                | \$ 48,177.80     |
|                       | Closed            | \$ 46,348         | \$ 688,474                | 3                 | PLC install and system start up RTU 9   | 8.27.24                | \$ 46,347.80     |
|                       | Closed            | \$ 103,850        | \$ 584,624                | 4                 | Replacement hardware for RTU 3/4/6/7/17 | 10.17.24               | \$ 103,849.54    |
|                       | Closed            | \$ 47,058         | \$ 537,566                | 5                 | RTU-6 and device upgrades               | 1.29.25                | \$ 47,057.80     |
|                       | Closed            | \$ 48,228         | \$ 489,338                | 6                 | RTU-7 and device upgrades               | 1.31.25                | \$ 46,297.80     |
|                       | Closed            | \$ 46,298         | \$ 443,041                | 7                 | RTU-3 and device upgrades               | 1.31.25                | \$ 47,757.80     |
|                       | Closed            | \$ 47,758         | \$ 395,283                | 8                 | RTU-4 and device upgrades               | 1.31.25                | \$ 47,287.80     |
|                       | Closed            | \$ 47,288         | \$ 347,995                | 9                 | RTU-17 and device upgrades              | 1.31.25                | \$ 47,757.80     |
|                       | Closed            | \$ 113,756        | \$ 234,239                | 10                | RTU 1,12,15,16,18 Hardware Upgrades     | 7.13.25                | \$ 113,755.71    |
|                       | Open              | \$ 30,000         | \$ 204,239                | 11                | RTU 17 PLC and Device Upgrades          | 8.14.25                | \$ 18,717.50     |
|                       | Closed            | \$ 46,528         | \$ 157,711                | 12                | RTU 12 PLC and Device Upgrades          | 11.26.25               | \$ 46,527.80     |
|                       | Closed            | \$ 49,598         | \$ 108,113                | 13                | RTU 15 PLC and Device Upgrades          | 12.3.25                | \$ 49,597.80     |
|                       | Closed            | \$ 47,948         | \$ 60,165                 | 14                | RTU 16 PLC and Device Upgrades          | 12.3.25                | \$ 47,947.80     |
|                       | Closed            | \$ 49,788         | \$ 10,377                 | 15                | RTU 18 PLC and Device Upgrades          | 12.3.25                | \$ 49,787.80     |
|                       | Closed            | \$ 10,378         | \$ (1)                    | 16                | RTU 1 PLC and Device Upgrades           | 4.14.26                | \$ 10,378.00     |
| \$ 813,000            |                   | \$ 813,001        | \$ (1)                    |                   |                                         |                        | \$ 801,611.30    |

\*SBCWD Board approved 7.31.24, Contract #PRIMEX-2024 OC

\*\*Contract expires 7/31.27

**San Benito County Water District  
Agenda Transmittal**

**Agenda Item:** 4 E

**Meeting Date:** September 23, 2026

**Submitted By:** Brett Miller

**Presented By:** Brett Miller

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**Agenda Title:** Consider Resolution Approving and Adopting a Publicly Available Salary and Classification Schedule

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**Detailed Description:**

The District's publicly available salary and classification schedule is established and maintained in accordance with California Code of Regulations Title 2, Section 570.5, which requires formal Board adoption of a comprehensive pay schedule for all positions to ensure transparency and compliance with CalPERS compensation rules. The schedule is updated through Board resolution and reflects current classifications, pay ranges, and any adjustments authorized by the Board, such as those resulting from collective bargaining, market studies, or regulatory changes. The schedule is made accessible to the public via the District's website and is subject to periodic review to ensure continued alignment with legal requirements and organizational needs.

**Prior Committee or Board Action:**

Board action to approve and adopt a publicly available salary and classification schedule has occurred annually in accordance with California Code of Regulations Title 2, Section 570.5.

**Financial Impact:**       X   Yes                No

The District's approach to salary and classification schedules incorporates periodic adjustments to address evolving workforce needs and to maintain competitiveness in the labor market. In addition to the base pay structure, the Board has authorized supplemental compensation measures such as longevity pay for eligible employees and technical certification incentives for certain classifications. These provisions are designed to support employee retention and recognize specialized skills, while also providing the District with flexibility to respond to future organizational or regulatory changes as permitted under the adopted resolutions and personnel rules.

**Funding Source/ Recap:**

Funding for the implementation of the publicly available salary and classification schedule is derived from the District's annual operating budget for personnel services.

**Materials included:**

Draft Resolution, #2026-20

**Recommendation:**

It is recommended that the Board of Directors adopt the resolution approving and adopting the 2026-27 publicly available salary and classification schedule for all District positions, as presented, in order to comply with the requirements of California Code of Regulations Title 2, Section 570.5.

**Action Required:**   X   Resolution            Motion            Review

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Board Action

Resolution No.                    Motion By                    Second By                   

Ayes                                    Abstained                                   

Noes                                    Absent                                   

Reagendized                                    Date                    No Action Taken

**RESOLUTION NO. 2026-20**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE SAN BENITO COUNTY WATER DISTRICT  
APPROVING AND ADOPTING A PUBLICLY AVAILABLE SALARY AND  
CLASSIFICATION SCHEDULE**

**WHEREAS**, the San Benito County Water District contracts as a public agency participant in the California Public Employees' Retirement System (CalPERS); and

**WHEREAS**, California Code of Regulations Title 2, Section 570.5 requires that a public agency's pay rate and salary schedule must be duly approved and adopted by the employer's governing body in accordance with public meeting laws; and

**WHEREAS**, the salary schedule must identify every position title, explicitly list the pay rate or range, indicate the precise time base, and omit any cross-references to external documents;

**THEREFORE, BE IT RESOLVED** by the Board of Directors of the San Benito County Water District hereby adopts and confirms the 2026-27 Publicly Available Salary Schedule, effective July 6, 2026 attached hereto as Exhibit A, to satisfy the CalPERS statutory and regulatory requirements for compensation earnable and publicly available pay schedules.

**BE IT FURTHER RESOLVED** that this resolution and attached Exhibit A shall be posted and made immediately available for public review at the District Office during normal business hours and on the official website; and shall be retained and made available for public inspection for a period of not less than five (5) consecutive years.

**PASSED AND ADOPTED** by the Board of Directors of the San Benito County Water District this 23<sup>rd</sup> day of September 2026, by the following vote:

AYES: DIRECTORS:

NOES: DIRECTORS:

ABSTAIN: DIRECTORS:

ABSENT: DIRECTORS:

*(Signature of presiding Board member  
Attested by Board Secretary  
Resolution #2026-20)*

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Mark Wright  
President

ATTEST:

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Barbara L. Mauro  
Board Secretary

**DRAFT---DRAFT---DRAFT---DRAFT---DRAFT---DRAFT---DRAFT**

**San Benito County Water District**  
**2026-27 Publicly Available Salary Schedule**

## Field and Office

Effective 07/06/26

|                                  | Rate Type | Step A | Step B | Step C | Step D | Step E | Step F | Step G | Step H |
|----------------------------------|-----------|--------|--------|--------|--------|--------|--------|--------|--------|
| Accounting Technician            | monthly   | 5,939  | 6,176  | 6,423  | 6,680  | 6,948  | 7,225  | 7,514  | 7,815  |
| Customer Account Specialist I    | monthly   | 4,888  | 5,083  | 5,287  | 5,498  | 5,718  | 5,947  | 6,185  | 6,432  |
| Customer Account Specialist II   | monthly   | 5,376  | 5,591  | 5,815  | 6,048  | 6,290  | 6,541  | 6,803  | 7,075  |
| Customer Account Specialist III  | monthly   | 5,914  | 6,151  | 6,397  | 6,653  | 6,919  | 7,195  | 7,483  | 7,783  |
| Electrical/Electronic Technician | monthly   | 8,226  | 8,555  | 8,897  | 9,253  | 9,623  | 10,008 | 10,409 | 10,825 |
| Engineer (unlicensed)            | monthly   | 7,255  | 7,545  | 7,847  | 8,161  | 8,488  | 8,827  | 9,180  | 9,547  |
| Engineering Technician           | monthly   | 6,309  | 6,561  | 6,824  | 7,097  | 7,380  | 7,676  | 7,983  | 8,302  |
| Executive Assistant/Board Clerk  | monthly   | 7,212  | 7,500  | 7,800  | 8,112  | 8,437  | 8,774  | 9,125  | 9,490  |
| Maintenance I                    | monthly   | 5,056  | 5,258  | 5,468  | 5,687  | 5,914  | 6,151  | 6,397  | 6,653  |
| Maintenance II                   | monthly   | 5,502  | 5,722  | 5,951  | 6,189  | 6,436  | 6,694  | 6,962  | 7,240  |
| Maintenance III                  | monthly   | 6,327  | 6,580  | 6,843  | 7,117  | 7,402  | 7,698  | 8,006  | 8,326  |
| Maintenance Trainee              | monthly   | 4,045  | 4,206  | 4,375  | 4,550  | 4,732  | 4,921  | 5,118  | 5,322  |
| Office Specialist I              | monthly   | 4,800  | 4,992  | 5,192  | 5,400  | 5,616  | 5,840  | 6,074  | 6,317  |
| Office Specialist II             | monthly   | 5,281  | 5,492  | 5,712  | 5,940  | 6,178  | 6,425  | 6,682  | 6,949  |
| Office Specialist III            | monthly   | 5,809  | 6,041  | 6,283  | 6,534  | 6,795  | 7,067  | 7,350  | 7,644  |
| Water Distribution/Maint. I      | monthly   | 6,159  | 6,405  | 6,662  | 6,928  | 7,205  | 7,494  | 7,793  | 8,105  |
| Water Distribution/Maint. II     | monthly   | 6,775  | 7,046  | 7,327  | 7,621  | 7,925  | 8,242  | 8,572  | 8,915  |
| Water Distribution/Maint. III    | monthly   | 7,791  | 8,102  | 8,426  | 8,763  | 9,114  | 9,479  | 9,858  | 10,252 |
| Water Programmer III             | monthly   | 5,914  | 6,151  | 6,397  | 6,653  | 6,919  | 7,195  | 7,483  | 7,783  |
| Water Resources Technician I     | monthly   | 6,282  | 6,534  | 6,795  | 7,067  | 7,349  | 7,643  | 7,949  | 8,267  |
| Water Resources Technician II    | monthly   | 6,911  | 7,187  | 7,474  | 7,773  | 8,084  | 8,408  | 8,744  | 9,094  |

**Board Adopted: 06/24/26**

## Management/Confidential/Professional

**Effective 07/06/26**

| Classification                     | Rate Type | Step A | Step B | Step C | Step D | Step E | Step F | Step G | Step H |
|------------------------------------|-----------|--------|--------|--------|--------|--------|--------|--------|--------|
| Accountant I                       | monthly   | 6,914  | 7,191  | 7,479  | 7,778  | 8,089  | 8,413  | 8,749  | 9,099  |
| Accountant II                      | monthly   | 7,606  | 7,910  | 8,227  | 8,556  | 8,898  | 9,254  | 9,624  | 10,009 |
| Deputy District Engineer           | monthly   | 12,568 | 13,071 | 13,594 | 14,138 | 14,703 | 15,291 | 15,903 | 16,539 |
| Engineer I (Assistant)*            | monthly   | 8,202  | 8,530  | 8,871  | 9,226  | 9,595  | 9,979  | 10,378 | 10,793 |
| Engineer II (Associate)*           | monthly   | 9,022  | 9,383  | 9,758  | 10,148 | 10,554 | 10,976 | 11,415 | 11,872 |
| Engineer III (Senior)*             | monthly   | 11,277 | 11,728 | 12,197 | 12,685 | 13,193 | 13,720 | 14,269 | 14,840 |
| Finance Manager                    | monthly   | 10,783 | 11,215 | 11,663 | 12,130 | 12,615 | 13,119 | 13,644 | 14,190 |
| HR/Administrative Analyst          | monthly   | 7,943  | 8,261  | 8,592  | 8,935  | 9,293  | 9,664  | 10,051 | 10,453 |
| Operations & Maintenance Manager   | monthly   | 11,409 | 11,866 | 12,340 | 12,834 | 13,347 | 13,881 | 14,437 | 15,014 |
| Supervising Accountant             | monthly   | 9,585  | 9,968  | 10,367 | 10,782 | 11,213 | 11,661 | 12,128 | 12,613 |
| Water Conservation Program Manager | monthly   | 8,443  | 8,781  | 9,132  | 9,498  | 9,878  | 10,273 | 10,684 | 11,111 |

\*Professional Engineer Series

**Board Adopted: 06/24/26**

## Executive Management

| <b>Classification</b>                                       | <b>Annual</b> |         | <b>Rate Type</b>  |                                   |            | <b>Effective Date</b>   |
|-------------------------------------------------------------|---------------|---------|-------------------|-----------------------------------|------------|-------------------------|
| General Manager<br><b>Board Approved 5/20/24</b>            | \$240,000 -   | 300,000 | monthly<br>hourly | 20,000 to max of 25,000<br>115.39 | <br>144.23 | 5/20/24 (Res.2024-18)   |
|                                                             |               |         |                   |                                   |            |                         |
| Assistant General Manager<br><b>Board Approved 10/30/24</b> | \$200,000 -   | 240,000 | monthly<br>hourly | 16,667 to max of 20,000<br>96.16  | <br>115.39 | 11/01/24 (Res 2024-40)  |
|                                                             |               |         |                   |                                   |            |                         |
| District Engineer<br><b>Board Approved 09/23/26</b>         | 204,000       | 221,000 | monthly<br>hourly | 17,000 to max of 18,417<br>98.08  | <br>106.25 | 09/23/26 Res. No. 25-10 |
|                                                             |               |         |                   |                                   |            |                         |

Longevity Pay: Employees hired by the District before January 1, 2013 who have more than five (5) years of continuous District service, shall receive longevity pay in the amount of eight percent (8%).

**San Benito County Water District  
Agenda Transmittal**

**Agenda Item:** 5

**Meeting Date:** September 23, 2026

**Submitted By:** Jeremy T. Liem

**Presented By:** Brett Miller

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**Agenda Title:** Consider Adopting Ordinance Revising Filing Fees and Establishing Application Expiration, Refund, and Cost-Recovery Provisions for Well Permit/Well Abandonment Applications

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**Detailed Description:**

Purpose and recommendation

Staff recommends adoption of proposed Ordinance No. 68. The ordinance establishes a process for resolving deposits associated with pending, incomplete well permit applications and sets a 24-month administrative closure deadline for future applications. It provides for completion of pending files, recovery of actual processing costs, and refunds of unused deposit balances, allowing the District to reconcile covered accounts instead of carrying them indefinitely.

Background

The District administers the well permit program under County Ordinance No. 779 and District Ordinance No. 59, adopted February 28, 2018. Ordinance No. 59 requires a filing fee and a separate refundable deposit. It provides for refund upon receipt of the well completion report and signed Registration of Water Producing Facility form, but establishes no deadline for resolving incomplete applications or associated deposits.

Proposed Ordinance No. 68 adds application closure, refund, and cost-recovery procedures. Its transition provisions address applications with deposits received before the effective date that remain pending and incomplete. For future applications, the ordinance establishes a recurring process to prevent a similar accumulation of unresolved files and deposits.

Fees and deposits

The draft retains the amounts stated in Ordinance No. 59: an \$840 filing fee for standard or monitoring wells; a separate \$500 refundable deposit; a \$508 well abandonment fee; and a \$149 charge for each qualifying re-inspection. Seal inspections scheduled to begin at 3 p.m. or later on

a business day also carry an additional \$149 charge. Inspection charges must be paid before inspection approval.

The ordinance retains the fee-study basis for the charges and the provision authorizing staff to recalculate permit, abandonment, re-inspection, and after-hours fees when the relevant staff billing rates change. Its principal operational additions are the deadlines and deposit closeout procedures described below.

#### Future applications and deposits

If the applicant does not submit the well completion report and, where applicable, the Registration of Water Producing Facility form within 24 months after the District receives the deposit, the application is deemed incomplete and administratively closed. This gives the District a defined point at which to resolve the file and account for the deposit.

An applicant may submit a written request for the unused deposit before the 24-month deadline. The general refund provision also applies upon receipt of a refund request at any time from an applicant who paid a deposit. Upon closure or a refund request, the District determines actual processing and inspection costs, applies the deposit to those costs, and refunds any unused balance.

Under the general rule, the refund is due within 60 days after administrative closure, the written refund request, or the final determination of costs, whichever is later. The ordinance also retains the completion-document refund provision, subject to its cost-recovery and transition provisions.

#### Existing applications and deposits

Section 8 applies to applications for which the District received deposits before the effective date and which remain pending and incomplete on that date. Within 30 days after the effective date, the District must send each covered applicant a copy of the ordinance and written notice by prepaid first-class mail to the last known address in District records. Staff must retain a certificate or other proof of mailing; notice is deemed complete upon mailing.

The notice gives each applicant 90 days from mailing—the Transition Deadline—to complete the file or request a refund. The ordinance provides three outcomes:

*Completion.* An applicant who submits all required documentation by the Transition Deadline receives a deposit refund under Section 1(a). The required documentation includes the well completion report and, where applicable, the signed registration form.

*Refund request.* An applicant who requests a refund by the Transition Deadline receives the unused balance after the District applies the deposit to actual processing and inspection costs.

*No response.* If the applicant neither completes the file nor requests a refund by the Transition Deadline, the application closes administratively. The District applies the deposit to actual costs and refunds any remainder without requiring a refund request.

For transition refunds following a request or administrative closure, Section 8 specifies payment within 60 days after the Transition Deadline or receipt of the written refund request, whichever is earlier. Section 8 also expressly preserves vested rights acquired through a valid permit and substantial good-faith reliance.

#### Cost recovery and accounting effect

The ordinance identifies recoverable costs as actual costs of processing and inspecting the application, including staff time, inspections, administrative costs, and overhead allocated under the District's cost-allocation methodology. If actual costs exceed the deposit, the District may invoice the difference; payment is a condition of reapplication. No fee may be charged for processing a refund request.

These provisions provide a mechanism to resolve covered deposit balances through refunds and application to actual costs. The deadlines trigger administrative closure and accounting rather than automatic forfeiture of the entire deposit. The ordinance does not establish a blanket write-off of old fees or provide a separate disposition procedure for refunds that remain unclaimed.

#### Adoption and implementation

Section 7 provides for an open public meeting, mailed notice at least 14 days beforehand to interested parties who requested notice, and public availability of cost and revenue data at least 10 days beforehand. Section 6 states that the ordinance takes effect at 12:01 a.m. on the 30th day after passage and provides for publication within 15 days after passage, including the names of Board members voting for and against it. These are the adoption and timing provisions stated in the draft.

Implementation will require staff to:

*Identify covered accounts.* Compile pending, incomplete applications with pre-effective-date deposits, including amounts, receipt dates, file status, required documents, mailing addresses, and processing and inspection records.

*Send and track notices.* Mail the ordinance and transition notice within 30 days after effectiveness, retain proof of mailing, and calendar each applicant's 90-day Transition Deadline.

Complete accountings and refunds. Record completed files and refund requests, close files as provided by the ordinance, determine actual costs using the District's allocation methodology, and issue refunds and any authorized invoices under the applicable deadlines.

*Track future deposits.* Record each deposit receipt date, calendar the 24-month deadline, and track completion documents, refunds, closures, and the resulting accounting entries.

#### **Prior Committee or Board Action:**

July 21, 2026 Finance Committee Meeting

**Financial Impact:**       X   Yes                                           No

**Funding Source/ Recap:**

N/A

**Materials included:**

- Finance Committee Recommendation
- Draft Ordinance

**Recommendation:**

Staff and the Finance Committee recommend the Board adopt Ordinance 68 as presented.

**Action Required:**     X   Ordinance     X   Motion              Review

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Board Action

Resolution No.                      Motion By                      Second By                   

Ayes                                                         Abstained                                   

Noes                                                         Absent                                   

Reagendized                                      Date                      No Action Taken

BOARD AGENDA MEMO

DATE: July 21, 2026

TO: Board of Directors

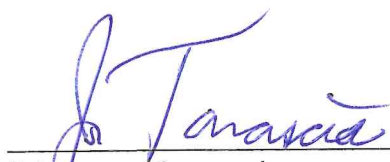
FROM: Finance Committee (Tonascia/Freeman)

SUBJECT: Consider Recommending the Board Approve Ordinance 68,  
Revising Filing Fees for Well Permit/Well Abandonment  
Applications—Well Permit Refundable Deposit Forfeiture After 24  
Months

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The Finance Committee met with staff on July 21, 2026 and reviewed the proposed Ordinance, adding the language for forfeiture of well permit/well abandonment deposits after 24 months.

The Finance Committee recommends the Board Approve Ordinance 68,  
Revising Filing Fees for Well Permit/Well Abandonment Applications.

  
\_\_\_\_\_  
Director Tonascia

  
\_\_\_\_\_  
Director Freeman

**ORDINANCE NO. 68**

**AN ORDINANCE OF THE BOARD OF DIRECTORS OF THE SAN BENITO COUNTY WATER DISTRICT REVISING FILING FEES AND ESTABLISHING APPLICATION EXPIRATION, REFUND, AND COST-RECOVERY PROVISIONS FOR WELL PERMIT/WELL ABANDONMENT APPLICATIONS**

**WHEREAS**, the County of San Benito (County) adopted Ordinance No. 779 titled “An Ordinance of the San Benito County Board of Supervisors, Chapter 17C of the San Benito County Code Well Standards,” governing well standards in San Benito County; and

**WHEREAS**, in section 17C-29 of said Ordinance the County appointed the San Benito County Water District (District) as the enforcing agency and delegated to the District the full authority of the County in administering said Ordinance; and

**WHEREAS**, section 17C-5 authorizes the District to set filing fees from time to time as necessary to cover the costs of administration of Ordinance 779; and

**WHEREAS**, the District’s current filing fee for well permits does not cover the District’s actual costs of administering Ordinance 779; and

**WHEREAS**, the District is in need of increasing the filing fee for well permits in an amount not to exceed the reasonable costs to the District of providing the service authorized under Ordinance 779; and

**WHEREAS**, the District passed and adopted Ordinance No. 59 on February 28, 2018, which initially revised the fee. However, there was no forfeiture deadline; and

**WHEREAS**, the District has pending well permit applications for which deposits have been received but the applications have not been completed or finalized, and the existing ordinance does not provide an expiration date for applications or deposits; and

**WHEREAS**, the District seeks to establish reasonable application-expiration, refund, and cost-recovery provisions to facilitate timely completion of pending applications, permit applicants to recover unused deposits, and allow the District to recover its actual processing costs; and

**WHEREAS**, California law permits local agencies to charge fees for regulatory services, including permit processing, that do not exceed the reasonable costs of providing the service, and to impose reasonable conditions to ensure timely completion of permit applications; and

**WHEREAS**, applicants for well permits submit deposits to defray the District's processing costs but do not acquire vested rights in pending permit applications absent the issuance of a valid permit and substantial detrimental reliance thereon.

**NOW, BE IT ORDAINED** by the Board of Directors of the San Benito County Water District that:

**SECTION 1: STANDARD OR MONITORING WELL PERMIT FEE/WELL ABANDONMENT FEE/RE-INSPECTION FEE:**

- a) A fee of **\$840** shall be paid by an applicant upon filing an application with the District for a standard well permit (domestic well for the purpose of producing potable water or agricultural well) or for a monitoring well permit. In addition, the applicant shall submit to the District a refundable deposit in the amount of **\$500.00**. The deposit shall be held by the District to defray the costs of processing and inspecting the application. Subject to the provisions of Section 1(d) and Section 8 below, the deposit shall be refunded to the applicant upon receipt by the District of the following information:
  - i) a copy of the well completion report; and
  - ii) a signed Registration of Water Producing Facility form (to be provided by the District) which form shall confirm that the well is registered with the District and that the well is active (connected to power and able to produce water).
- b) If the applicant fails to submit the required well completion report and, where applicable, the Registration of Water Producing Facility form, within twenty-four (24) months of the date the deposit is received, the application shall be deemed incomplete and administratively closed.
- c) An applicant whose application is subject to administrative closure under subsection (b) may, at any time before the twenty-four (24) month deadline, request in writing that the District refund the unused portion of the deposit as provided in subsection (e) below.
- d) The fee of **\$508** shall be paid by an applicant upon filing an application with the District for a well abandonment permit.
- e) Refund of Deposit; Cost Recovery.
  - i) General Rule. Upon administrative closure of an application under subsection (b), upon written request for refund by an applicant under subsection (c), or upon receipt of a refund request at any time from an applicant who has paid a deposit, the District shall: (A) Determine the

actual costs incurred by the District in processing and inspecting the application, including but not limited to staff time, inspection costs, administrative costs, and overhead allocable to the application under the District's cost-allocation methodology; (B) Apply the deposit amount to those actual costs; and (C) Refund to the applicant the unused balance of the deposit, if any, within sixty (60) days of the administrative closure, written refund request, or final determination of costs, whichever is later.

- ii) Costs Exceeding Deposit. If the District's actual costs exceed the deposit amount, the District may invoice the applicant for the difference. Payment of any amount invoiced under this subsection is a condition of reapplication.
- iii) No Refund Processing Fee. The District shall not charge a fee for processing a refund request under this subsection.
- f) In the event the District travels to the well site for a scheduled appointment to inspect the well seal, and the District is required to return to the site for re-inspection because the seal failed inspection, or the well-driller was not present at the initial appointment time, or the well driller was not ready for the inspection, the District shall charge an additional fee of **\$149** for each such re-inspection. The re-inspection fee shall be paid prior to the District's inspection approval.
- g) Seal inspections that are scheduled to begin at 3PM or later on a business day will be charged an additional **\$149**. This fee shall be paid prior to the District's inspection approval.

## **SECTION 2: ANNUAL FEE INCREASE/REDUCTION**

**a.** The well permit/well abandonment fees, re-inspection fees and after-hours fees established pursuant to this Ordinance are based upon the time incurred by District employees in performing the steps involved in the permitting process, at hourly rates derived from staff billing rates in effect as of the date of this Ordinance, all as set forth in the Well Permit Fee Study provided to and approved by the Board of Directors of the District at the public hearing on this Ordinance.

**b.** If the staff billing rates of the employees referred to in the said Study are adjusted after the effective date of this Ordinance, the District staff is hereby authorized to compute the well permit/well abandonment fee, re-inspection fees and after-hours fees based upon the adjusted staff billing rates.

### **SECTION 3: PRIOR ORDINANCES REPEALED**

All ordinance(s) and parts of ordinances inconsistent herewith are hereby repealed.

### **SECTION 4: SEVERABILITY**

In the event that any portion or provision of this ordinance shall be deemed by a court of law or other tribunal to be invalid or unconstitutional, such finding(s) of invalidity or unconstitutionality shall not affect the validity of the remaining provisions of this ordinance, which shall remain in full force and effect.

### **SECTION 5: FINDING**

The Board hereby finds that the fees charged to an applicant as provided in this Ordinance are imposed for a specific government service to the applicant that is not provided to those not charged, and such charge does not exceed the reasonable costs to the District of providing the service, as shown in the Well Permit Fee Study referred to in Section 2(a).

### **SECTION 6: EFFECTIVE DATE**

This ordinance shall be in full force and effect as of 12:01 a.m. on the 30th day following its passage and shall be published once in a newspaper of general circulation, published and printed in the County of San Benito, State of California, together with the names of the members of the board of directors voting for and against same, prior to fifteen days from its passage.

### **SECTION 7: PUBLIC HEARING AND NOTICE**

Prior to adoption of this Ordinance, the District held at least one open and public meeting at which oral and written presentations were made, as part of a regularly scheduled meeting, in compliance with California Government Code § 66016. Notice of the time, place, and subject matter of the meeting, and a statement that the data required by Section 66016 was available, was mailed at least fourteen (14) days prior to the meeting to interested parties who filed written requests for mailed notice. At least ten (10) days prior to the meeting, the District made available to the public data indicating the amount of cost required to provide the services for which the fees are levied and the revenue sources anticipated to provide the services.

### **SECTION 8: TRANSITION PROVISIONS FOR PENDING APPLICATIONS**

- a) **Applicability.** This Section 8 applies to all well permit applications for which deposits were received by the District before the effective date of

this Ordinance and which remain pending and incomplete as of the effective date.

- b) **Notice to Existing Applicants.** Within thirty (30) days of the effective date of this Ordinance, the District shall mail to each applicant subject to subsection (a), at the applicant's last known address on file with the District, a copy of this Ordinance and a written notice advising the applicant:
  - i) That the applicant's well permit application remains incomplete;
  - ii) That the applicant has ninety (90) days from the date of mailing of the notice (the "Transition Deadline") to either:
    - (A) Complete and finalize the pending application by submitting all required documentation, including the well completion report and, where applicable, the signed Registration of Water Producing Facility form; or
    - (B) Request in writing a refund of the unused portion of the deposit as provided in subsection (d) below; and
  - iii) That if the applicant neither completes the application nor requests a refund by the Transition Deadline, the application will be administratively closed and the District will apply the deposit to its actual processing costs and refund the unused balance, if any, as provided in subsection (d).
- c) **Method of Notice.** Notice under subsection (b) shall be mailed by first-class United States mail, postage prepaid, to the applicant's last known address as shown in the District's records. Mailing shall be evidenced by a certificate of mailing or proof of mailing retained in the District's records. Notice shall be deemed complete upon mailing.
- d) **Cost Recovery and Refund for Pending Applications.**
  - i) If the applicant completes the application by the Transition Deadline in accordance with all applicable requirements, the deposit shall be refunded as provided in Section 1(a).
  - ii) If the applicant requests a refund by the Transition Deadline, or if the applicant neither completes the application nor requests a refund by the Transition Deadline and the application is administratively closed, the District shall:
    - (a) Determine the actual costs incurred by the District in processing and inspecting the application, including but not

limited to staff time, inspection costs, administrative costs, and overhead allocable to the application under the District's cost-allocation methodology;

- (b) Apply the deposit amount to those actual costs; and
  - (c) Refund to the applicant the unused balance of the deposit, if any, within sixty (60) days of the Transition Deadline or receipt of a written refund request, whichever is earlier.
- iii) If the District's actual costs exceed the deposit amount, the District may invoice the applicant for the difference. Payment of any amount invoiced under this subsection is a condition of reapplication.
- e) **No Impairment of Vested Rights.** Nothing in this Section 8 shall impair any vested right acquired by an applicant through issuance of a valid permit and substantial detrimental reliance in good faith upon that permit. No applicant shall be deemed to have a vested right in a pending, incomplete application or in an unused deposit.
  - f) **Legislative Findings Regarding Pending Applications.** The Board finds and declares:
    - i) Applicants who submitted applications and deposits under prior ordinances have not acquired vested rights in those applications or deposits because no valid permit authorizing well construction has been issued and no applicant has performed substantial work or incurred substantial liabilities in good faith reliance upon a permit. Under California law, vested rights in land-use and regulatory permits arise only when a valid permit has been issued and the applicant has performed substantial work and incurred substantial liabilities in good faith reliance on the permit.
    - ii) The transition provisions in this Section 8 serve significant public purposes, including: (A) facilitating the timely completion of well permit applications; (B) enabling applicants to recover unused deposits; (C) allowing the District to recover its actual processing costs; (D) promoting efficient use of District administrative resources; (E) ensuring compliance with California constitutional and statutory limits on regulatory fees; and (F) avoiding indefinite retention of incomplete applications and associated deposits.
    - iii) The ninety (90) day transition period, combined with written notice mailed to each applicant's last known address and the opportunity to either complete the application or request a refund of the unused deposit balance, provides applicants with reasonable notice and a

meaningful opportunity to protect their interests, thereby satisfying due process requirements.

- iv) Limiting the District's retention of deposits to actual documented processing costs, and refunding the unused balance to applicants, ensures that the deposit functions as a regulatory cost-recovery mechanism authorized by California Government Code § 66014 and California Constitution Article XIII C § 1(e)(3), rather than as an impermissible penalty, forfeiture, or taking of property.
- v) Mailing notice to the last known address on file with the District is a constitutionally adequate method of providing notice where the District has no reason to believe the address is incorrect and the applicant has the burden of maintaining a current address with the District.
- vi) The provisions of this Section 8 impose only prospective obligations (the obligation to complete the application or request a refund within 90 days of notice) and do not retroactively impose new penalties, forfeitures, or obligations for past conduct. The District's retention of actual processing costs from deposits is authorized by existing law and the District's enabling authority, and applicants are entitled to refunds of unused balances.

**PASSED AND ADOPTED** at the regular meeting of the Board of Directors of the San Benito County Water District held on the **23<sup>rd</sup>** day of **September 2026**, by the following vote:

**AYES:** DIRECTORS:

**NOES:** DIRECTORS:

**ABSENT:** DIRECTORS:

**ABSTAIN:** DIRECTORS:

**DRAFT---DRAFT---DRAFT---DRAFT---DRAFT---DRAFT---DRAFT---DRAFT**

(Signature of the presiding Board Member  
Attested by Board Secretary  
Resolution #2026-20)

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Mark Wright  
President

**ATTEST:**

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Barbara L. Mauro  
Board Secretary

**San Benito County Water District  
Agenda Transmittal**

**Agenda Item:** 6

**Meeting Date:** September 23, 2026

**Submitted By:** David Macdonald

**Presented By:** David Macdonald

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**Agenda Title:** Consider Awarding a Contract to Specialty Construction for the California State Highway 156 Widening - Pipeline Relocation - Phase II Project and Authorize the General Manager to execute all necessary documents (NTE \$222,815)

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**Detailed Description:**

CALTRANS determined that Highway 156 must be upgraded to reduce peak hour traffic congestion and save residents money in vehicle operating and accident costs. This project proposed to construct a new 4-lane highway to the south of the existing Highway 156 from Hollister to San Juan Bautista. As part of this construction, CALTRANS required any facilities within their right-of-way to be in casing, so if there is any future maintenance work required on a pipeline, all work can be completed from outside their right-of-way without a disruption to traffic. SBCWD previously performed work including installing 250' of 48" casing with 260' of 30" C900 piping to cross the new Highway 156 between Flint and Bixby Road, installing 225' of 42" casing with 230' of 24" C900 to cross the new Highway 156 south of Lucy Brown Road, and 1000' of 30" C900 and 400' of 12" C900 near Cagney and Breen to remove existing pipeline from new right-of-way. Some work at the Lucy Brown location required road closures and it was determined that the last portion of work should be completed at a later date when traffic is no longer an issue for construction.

With the new Highway 156 completed and most traffic diverted to the new highway, closing a lane on the old Highway 156/Frontage Road would have a smaller impact to traffic and construction work could be completed in a safer manner.

The scope of work for this project includes the following items:

- Dewatering existing pipeline south of Lucy Brown Road in San Juan Bautista.
- Removing fence in work area, excavating the existing pipe, and removing existing pipe.
- Placing the 42" casing in trench and installing the 24" piping inside casing with spacers. Restrain the 24" pipe connection.
- Pushing the 42" casing to connect with existing 42" casing, and welding the casings together.

- Cut existing 30” casing in old Highway 156 to make room for connection of new 16” pipe.
- Install 24x16 reducer and install 16” pipe to make connection to existing 16” pipe in old Highway 156.
- Install kickers and fill with compacted soil.
- Restore trench under old Highway 156 to CALTRANS standards and return paving to existing or better condition.

Bid documents were distributed and the project was advertised on July 24, 2026. The bidding period for the project ended on September 8, 2026, with 3 contractors submitting bids. Of the 3 bids received, Specialty Construction was the lowest responsive bidder at \$193,750.00. The complete list of bids is as follows:

|                                   |           |
|-----------------------------------|-----------|
| 1. Specialty Construction         | \$193,750 |
| 2. Monterey Peninsula Engineering | \$256,500 |
| 3. Mountain Cascade               | \$336,500 |

Following the bid opening, SBCWD reviewed the Specialty Construction bid for completeness and relevant experience and determined Specialty Construction to be the lowest competent bidder.

In addition to the \$193,750 for the California State Highway 156 Widening – Pipeline Realignment- Phase II contract, staff requests that the Board authorize the General Manager to issue change orders to the contract in an amount not to exceed 15% (\$29,065) of the total contract. This would bring the total not to exceed Board authorization for the project to \$222,815.

Since this project is required from CALTRANS as part of their larger Highway 156 project, CALTRANS will fully reimburse the District after completion of the project.

Staff recommends awarding the Contract to Specialty Construction for \$193,750.

**Materials Included for Information/Consideration:**

Construction Contract

List of Bids from all bidders

**Financial Impact:**          X     Yes                 No

**Funding Source/ Recap:**

600-13950-0927-02 - California State Highway 156 Widening – Pipeline Realignment

**Recommendation:** Award the contract to Specialty Construction, and Authorize the General Manager to execute all necessary documents (NTE \$222,815).

**Action Required:**                 Resolution          X     Motion                 Review

### Board Action

\_\_\_\_\_ Resolution No. \_\_\_\_ Motion By \_\_\_\_\_ Second By \_\_\_\_\_

Ayes \_\_\_\_\_ Abstained \_\_\_\_\_

Noes \_\_\_\_\_ Absent \_\_\_\_\_

Reagendized \_\_\_\_\_ Date \_\_\_\_\_ No Action Taken \_\_\_\_\_

# AGREEMENT

## California State Highway 156 Widening – Pipeline Realignment – Phase II

This Agreement is made this 23rd day of September, 2026, between the San Benito County Water District ("SBCWD") and Specialty Construction ("Contractor") for performance of the following public work of improvement California State Highway 156 Widening – Pipeline Realignment – Phase II (the "Project" or the "Work"), which shall be performed in accordance with all plans, specifications and other contract documents attached to or incorporated into this Agreement.

### SECTION 1 - SCOPE

A. Contractor shall furnish all necessary management, supervision, labor, materials, tools, supplies, equipment, plant, services, engineering, testing and/or any other act or thing required to diligently and fully perform and complete the Project in accordance with the Contract Documents, which is generally described as follows:

1. SBCWD is seeking a qualified contractor to complete the relocation of water conveyance pipeline at the junction of Lucy Brown Road and Highway 156.
2. SITE AND WORK CONDITIONS: The project is for the relocation of water conveyance pipelines and includes the installation of carrier pipe within the proposed new Highway 156 right of way.

Facilities are located at the intersection of Lucy Brown Road and Highway 156 (San Benito County). Access is often restricted and staging and lay down areas are generally limited.

Work sites are "remote" and do not have bathroom facilities, or potable water service. The Contractor will be responsible for providing all necessary work site facilities in the form of portable toilets, potable water for personal hygiene, trash receptacles, etc. There is limited availability of 120-volt electrical service.

1. Remove existing pipeline from the existing 30" steel casing that runs under the old Highway 156 to the newly installed 42" casing that runs under the new Highway 156.
2. Install 42" Steel Casing that extends to edge of ROW.
3. Connect and Install 24" Class 200 C-905 in casing with spacers.
4. Install existing 24"x16" reducer.
5. Cut and remove 30" steel casing and 16" PVC to allow for installation of pipeline traversing the existing 8" PG&E gas line.
6. Connect to existing 16" PVC pipeline.
7. Re-Install existing 2" Air Relief Valve at high point of pipeline including concrete pad and enclosure.

8. Restore road to previous condition.
9. Traffic control plan and traffic control on old Highway 156.

Without limiting the foregoing description, Contractor's scope of work includes, but is not limited to the following:

- Submit all required samples, product data, certificates, operations and maintenance instructions, guarantees, and other submittals no later than 15 days after the date SBCWD issues a Notice to Proceed and before the preconstruction meeting.
- Submit a list of all permits and licenses the Contractor shall obtain indicating the agency granting the permit, the expected date to submit the application, and the required date for the receipt of the permit.
- Protect all materials to be used in the Work in accordance with the specifications.
- Protect existing facilities and personal property.
- Attend a preconstruction conference with SBCWD to discuss schedule, access, sequence of work, and other issues.
- Prepare and submit a written daily activity report to SBCWD for each day on which work is performed, including weekends and holidays when worked, and submit reports to SBCWD no later than the next business day. The daily reports shall, at a minimum, include the following information: construction activities, construction crew sizes of general and subcontractors, start of completion of activities, progress on construction activities (including units or portions of work completed), tests or inspections performed, deliveries of material or equipment, delays or potential delays, visitors to the site, weather conditions, construction equipment used, and personal injuries or damage to property.
- The Contractor shall be responsible for unloading, hoisting and otherwise handling its own materials, supplies, and equipment.
- Coordinate with owner-scheduled events.
- The Contractor is responsible for researching and complying with all local codes, agencies and jurisdictions that regulate and govern the Work.
- Contractor shall set up, identify, coordinate, provide safe access, and obtain all inspections for its work, as required by any authorized agency or applicable code, prior to covering up work.

B. The following documents are incorporated into and made part of this Agreement by reference:

- Notice Inviting Bids
- Instructions to and Information for Bidders
- Bid Forms and Addenda
- Bid Payment and Performance Bonds
- Insurance Requirements (Attachment A)
- Special Conditions
- Bid Schedule
- Standard Specifications for Public Works Construction (the "Green Book"), excluding Sections 1 through 9, most recent version (the Standard Specifications)
- Change Orders issued in accordance with the Contract Documents

c. These documents shall be referred to collectively as the "Contract Documents." The Contract Documents are intended to be complementary, and a requirement in one document is as effective as if it appeared in all of the Contract Documents. In the event of a conflict between any of the Contract Documents, the documents shall be given effect in the following order: Change Orders (most recent first), Addenda (most recent first), Technical Specifications, Plans, Special Conditions, Agreement, Standard Specifications, Bid Forms, Instructions to and Information for Bidders, Notice Inviting Bids.

D. This agreement is for services related to a project that is subject to the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 117-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget's Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18, 2022.

E. Contractor shall comply with all requirements of the Contract Documents. Where there is a conflict between the requirements of the several Contract Documents, the more stringent requirements shall govern.

## **SECTION 2 - PRICE**

A. SBCWD agrees to pay, and Contractor agrees to accept, the sum of One Hundred ninety-three thousand seven hundred fifty and zero cents Dollars (\$ 193,750.00) (the "Contract Price") subject to adjustments for changes in the work as may be directed in writing by SBCWD, as payment in full for the Work. Work to be done at unit prices will be paid based on actual quantities of work performed and accepted.

B. Contractor shall submit a payment application for the total work completed once each month and upon completion of the Project and satisfaction of all conditions of the Contract Documents. SBCWD shall make payment within thirty (30) days of receipt of a complete and undisputed application, less five percent retention. SBCWD shall release the retained funds (less any amounts in dispute, deducted for liquidated damages or as required by law, or other offsets) no less than thirty-five (35) days after the date SBCWD accepts the Work. Pursuant to Public Contract Code Section 22300, for monies earned by the Contractor and withheld by SBCWD to ensure the performance of the Contract, the Contractor may, at its option, choose to substitute securities meeting the requirements of Public Contract Code Section 22300.

If any of the Work is to be paid based on unit prices, Contractor shall submit a monthly itemized estimate of Work done for the purpose of making progress payments. Contractor shall submit, with each of its payment requests, an adjusted list of actual quantities, verified by SBCWD, for unit price items listed, if any, in the Bid Form. Following SBCWD's acceptance of the Work, the Contractor shall submit to SBCWD a written statement of the final quantities of unit price items for inclusion in the final payment request. SBCWD shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any estimate for payment.

c. Contractor agrees to furnish, as a condition of payment, payroll affidavits, receipts, vouchers, certified payroll reports, and other documents, in form satisfactory to SBCWD, prior to receipt of any payment. Contractor shall submit Conditional and Unconditional waivers and release of lien upon (as provided in Civil Code Sections 8132, 8134, 8136 and 8138) on behalf of

itself, subcontractors and suppliers that furnished labor, material, equipment or services to the Project.

### **SECTION 3 - ENTIRE AGREEMENT**

This Agreement represents the entire agreement between SBCWD and Contractor and supersedes any prior written or oral representations. No oral order, objection, direction, claim or notice by any party or person shall affect or modify any of the terms or obligations contained in the Contract Documents.

### **SECTION 4 - TIME**

A. Contractor shall complete the Project no later than sixty (60) calendar days following SBCWD's issuance of the Notice to Proceed (the "Contract Time"). Project completion is defined as full completion of Scope regarding site preparation, coating, re-activation of any assets taken out of service, and site cleanup with District approval.

B. Contractor shall provide SBCWD with scheduling information in a form acceptable to SBCWD, including any changes made by SBCWD in the scheduling of work. Contractor shall coordinate its work with that of all other contractors, subcontractors and suppliers so as not to delay or damage their performance.

C. If Contractor fails to complete the Project within the Contract Time, SBCWD will sustain damage. It is and will be impracticable to determine the actual damage which SBCWD will sustain in the event of and by reason of such delay, therefore Contractor will pay to SBCWD the sum set forth in the Special Conditions for each and every calendar day's delay beyond the time prescribed to complete the Work; Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that SBCWD may deduct the amount thereof from any monies due or that may become due the Contractor under the Contract.

D. It is further agreed that in case Contractor fails to complete the Project in all parts and requirements within the Contract Time, SBCWD shall have the right to extend the Contract Time or not, as may seem best to serve the interest of SBCWD; and if it decides to extend Contract Time, SBCWD shall further have the right to charge to the Contractor, his heirs, assigns or sureties, and to deduct from the final payment for the work, all or any part, as it may deem proper, of the actual cost of engineering, inspection, superintendence, and other overhead expenses directly chargeable to the Contract that accrue during the period of such extension.

E. The Contractor will not be assessed with liquidated damages or the cost of engineering and inspection during the delay in the completion of the Project caused solely by acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes; provided, that the Contractor shall within three (3) days from the beginning of any such delay, notify the Engineer, in writing of the causes of delay. SBCWD shall ascertain the facts and the extent of delay, and his findings thereon shall be final and conclusive.

F. As an express condition of any adjustment of the Contract Time or Contract Price on account of delay, including delay caused by acts of SBCWD, Contractor must give SBCWD written notice of the commencement of delay within three (3) days of its occurrence.

## SECTION 5 - LABOR

A. The Contract is subject to California Labor Code Sections 1720 and following, and Contractor and any subcontractor shall pay not less than the specified prevailing rates of wage to all workers employed in performance of the Work. Pursuant to the provisions of Section 1770 of the California Labor Code, SBCWD has obtained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension and similar purposes in SBCWD, as determined by the Director of the Department of Industrial Relations, a copy of which is on file in the office of SBCWD, and shall be made available for viewing to any interested party upon request. The Contractor and each subcontractor shall forfeit as a penalty to SBCWD not more than Two Hundred Dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate in violation of the Labor Code. In addition, the difference between the prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

B. Contractor's attention is directed to the provisions in Section 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under the Contractor. It shall be the responsibility of the Contractor to effectuate compliance on the part of itself and any subcontractors with the requirements for employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

C. Pursuant to Labor Code Section 1776, the Contractor and each subcontractor shall maintain weekly certified payroll records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the work. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury. In the event of noncompliance with the requirements of this Section, the Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying any item or actions necessary to achieve compliance with this section. If Contractor or subcontractor does not comply after such ten (10)-day period, the Contractor shall, as a penalty to SBCWD, forfeit One Hundred Dollars (\$100) for each day, or portion thereof, for each worker until strict compliance is effectuated.

D. In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations ("DIR") on a weekly basis and in the format prescribed by the DIR, which may include electronic submission. Contractor shall comply with all requirements and regulations from the DIR relating to labor compliance monitoring and enforcement.

E. Contractor shall post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

F. Pursuant to the requirements of Division 4 of the Labor Code, the Contractor will be required to secure the payment of worker's compensation to its employees in accordance with

the provisions of Section 3700 of the Labor Code. Prior to commencement of work, the Contractor shall sign and file with the Engineer a certification in the following form:

*"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the work of this contract."*

G. If the Contract Price is greater than \$25,000, Contractor shall, in advance of excavation five feet or more in depth, submit to SBCWD a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. The plan shall not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations, and all costs therefor shall be included in the Contract Price. Nothing in this section shall be deemed to allow the use of a shoring, bracing, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this section shall be construed to impose a tort liability on SBCWD, any of its officers, officials, partners, employees, agents, Contractors or volunteers. SBCWD's review of the Contractor's excavation plan is only for general conformance to the Construction Safety Orders. Prior to commencing any excavation, the Contractor shall designate in writing to SBCWD the "competent person(s)" with the authority and responsibilities designated in the Construction Safety Orders.

H. Full compensation for conforming to the requirements of this section shall be considered as included in the Contract Price, and no additional compensation will be allowed therefore.

## **SECTION 6 - CHANGES IN WORK**

A. Contractor shall make no changes in the Work without written direction from SBCWD. Contractor shall not be compensated for any change made without any SBCWD's written direction. No changes in the work covered by this Agreement shall exonerate any surety or any bond given in connection with this Agreement.

B. If SBCWD directs the Contractor in writing to make changes in the work that materially affect the cost of performing the work, the Contract Price will be adjusted based on one of the following:

1. Where the work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities involved in the changed Work;
2. By a combination of existing and new unit prices and related quantities for the changed work;
3. Time and Materials, calculated as set forth in Section 6(C), below; or
4. By mutual acceptance of a lump sum.

C. The cost for extra or changed work performed on a Time and Materials basis shall be determined as follows:

1. Labor: Contractor will be paid cost of labor for workers used in actual and direct performance of extra work, including only :
  - (a) Actual Wages: Actual wages paid shall include any employer payments to or on behalf of workers for health and welfare, pension, vacation, and similar purposes.
  - (b) Labor Surcharge: Payments imposed by local, county, state, and federal laws and ordinances, and other payments made to, or on behalf of, workers, other than actual wages as defined above, such as taxes and insurance. Labor surcharge shall be and shall not exceed that set forth in California Department of Transportation official labor surcharges schedule which is in effect on date upon which extra or changed work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein.
2. Material: Only materials furnished by Contractor and necessarily used in performance of extra Work will be paid for. Cost of such materials will be cost, including sales tax and delivery charges, to purchaser (Contractor, Subcontractor or other forces) from supplier thereof, except as the following are applicable: (a) If cash or trade discount by actual supplier is offered or available to purchaser, it shall be credited to SBCWD notwithstanding fact that such discount may not have been taken. (b) For materials salvaged upon completion of extra Work, salvage value of materials shall be deducted from cost, less discounts, of materials. (c) If SBCWD determines that cost of a material is excessive, then cost of material shall be deemed to be lowest reasonably available wholesale price at which material is available in quantities concerned delivered to Site, less any discounts described in (a), above.
3. Equipment: For Contractor-owned equipment, payment will be made at rental rates listed for equipment in California Department of Transportation official equipment rental rate schedule which is in effect on date upon which extra Work is accomplished and which schedule is incorporated herein by reference as though fully set forth herein. If there is no applicable rate for an item of equipment, then payment shall be made for Contractor- or Subcontractor-owned equipment at rental rate listed in the most recent edition of the Association of Equipment Distributors (AED) book.
  - (a) For rented equipment, payment will be made based on actual rental invoices. Equipment used on extra Work shall be of proper size and type.
  - (b) Cost of equipment shall be calculated at rental rate for equipment of proper size and type, as determined by SBCWD. Rental rates paid shall be deemed to cover cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals. Unless otherwise specified, manufacturer's ratings, and manufacturer-approved modifications, shall be used to classify equipment for determination of applicable rental rates. Rental time will not be allowed while equipment is inoperative due to breakdowns.

- (c) Individual pieces of equipment or tools having a replacement value of \$100 or less, whether or not consumed by use, shall be considered to be small tools.
- 4. Work Performed by Special Forces or Other Special Services: When SBCWD and Contractor, by agreement, determine that special service or item of extra Work cannot be performed by forces of Contractor or those of any Subcontractors, service or extra Work item may be performed by specialist. Invoices for service or item of extra Work on basis of current market price thereof may be accepted without complete itemization of labor, material, and equipment rental costs when it is impracticable and not in accordance with established practice of special service industry to provide complete itemization. In those instances wherein Contractor is required to perform extra Work necessitating a fabrication or machining process in a fabrication or machine shop facility away from Site, charges for that portion of extra Work performed in such facility may, by agreement, be accepted as a specialist billing. In lieu of overhead and profit provided in paragraph 5(a), below, fifteen percent (15%) will be added to specialist invoice price, after deduction of any cash or trade discount offered or available, whether or not such discount may have been taken.
- 5. Overhead Defined:
  - (a) The following constitutes charges that are deemed included in overhead for all Contract Modifications, including work performed on a Time and Materials basis. Contractor shall not invoice or receive payment for these costs separately: Drawings: field drawings, Shop Drawings, etc., including submissions of drawings; Routine field inspection; General Superintendence; General administration and preparation of cost proposals, schedule analysis, Change Orders, and other supporting documentation; Computer services; Reproduction services; Salaries of project engineer, superintendent, timekeeper, storekeeper, and secretaries; Janitorial services; Small tools, incidentals and consumables; Temporary on-Site facilities (Offices, Telephones, Plumbing, Electrical Power, lighting; Platforms, Fencing, Water, Home office expenses; vehicles and fuel used for work otherwise included in the Contract Documents; Surveying; Estimating; Protection of Work; Handling and disposal fees; Final cleanup; Other incidental Work; Related warranties.
- 6. Overhead and Profit for Time and Materials:

For work Contractor performs on Time and Materials at SBCWD's direction, the following markups will be added to the cost of labor, materials and equipment, calculated as described above.

  - (a) Overhead and profit on labor shall be fifteen percent (15%).
  - (b) Overhead and profit on materials shall be fifteen percent (15%).
  - (c) Overhead and profit on equipment rental shall be ten percent (10%).

- (d) When work is performed by a first tier Subcontractor, Contractor shall receive a five percent (5%) markup on Subcontractor's total costs of extra work. First tier Subcontractor's markup on its Work shall not exceed fifteen percent (15%).
- (e) When extra Work is performed by a lower tier Subcontractor, Contractor shall receive a total of five percent (5%) markup on the lower tier Subcontractor's total costs of extra work. Contractor and first tier Subcontractors and lower tier Subcontractors shall divide the fifteen percent (15%) markup as mutually agreed.
- (f) Notwithstanding the foregoing, in no case shall the total markup on any extra work exceed twenty percent (20%) of the direct cost, notwithstanding the actual number of Contract tiers.
- (g) On proposals covering both increases and decreases in Contract Price, overhead and profit shall be allowed on the net increase only as determined in this paragraph. When the net difference is a deletion, no percentage for overhead or profit will be allowed, but rather a deduction shall apply.
- (h) The markup shall include profit, small tools, cleanup, supervision, warranties, cost of preparing the cost proposal, jobsite overhead, and home office overhead. No markup will be allowed on taxes, insurance, and bonds.

D. If SBCWD directs the Contractor in writing to make changes in the Work that materially affect the time required to perform the Work, SBCWD will make a reasonable adjustment to the Contract Time.

## **SECTION 7 - CLAIMS AND DISPUTES**

A. If any dispute shall arise between SBCWD and Contractor regarding performance of the work, or any alleged change in the work, Contractor shall timely perform the disputed work and shall give written notice of a claim for additional compensation for the work to SBCWD within three (3) days after commencement of the disputed work. Contractor's failure to give written notice within the three (3)-day period constitutes an agreement by Contractor that it will receive no extra compensation for the disputed work.

B. If a claim cannot be resolved through direct discussions between SBCWD and Contractor, disputes for \$375,000 or less shall be handled in accordance with Public Contract Code Sections 20104 et seq. SBCWD shall respond in writing within 60 Days of receipt, or, may request in writing within 30 Days of receipt of the claim, any additional documents supporting the claim or relating to defenses or claims SBCWD may have against the claimant. If additional information is needed thereafter, it shall be provided upon request. SBCWD's response shall be submitted within 30 Days after receipt of the further documents, or within the same period of time taken by the claimant to produce the additional information or documents, whichever is greater. The Contractor shall make these records and documents available at all reasonable times, without any direct charge.

C. If a claim is more than \$375,000, the parties agree to participate in mediation with a mutually agreeable mediator following an exchange of documents reasonably necessary for resolution of the issues in dispute.

D. If the claimant disputes SBCWD's response, or if SBCWD fails to respond within the statutory time period(s), the claimant may so notify SBCWD within 15 Days of the receipt of the response or the failure to respond, and demand an informal conference to meet and confer for settlement. Upon such demand, SBCWD shall schedule a meet and confer conference within 30 Days.

E. If following the meet and confer conference, the claim or any portion thereof remains in dispute, the claimant may file a claim pursuant to Government Code sections 900 et seq. and Government Code sections 910 et seq. For purposes of those provisions, the time within which a claim must be filed shall be tolled from the time the claimant submits the written claim until the time the claim is denied, including any time utilized for the meet and confer conference.

F. Submission of a claim, properly certified, with all required supporting documentation, and written rejection or denial of all or part of the claim by SBCWD, is a condition precedent to any action, proceeding, litigation, suit, or demand for arbitration by Contractor.

G. Venue for any litigation arising out of or relating to this Agreement shall be San Benito County, California.

H. Pursuant to Public Contract Code Section 9201, SBCWD shall provide Contractor with timely notification of the receipt of any third-party claim relating to the Contract.

## **SECTION 8 - INSPECTION AND PROTECTION OF WORK**

A. Responsibility for, and security of, all work and materials is the responsibility of the Contractor until final acceptance of the Project by SBCWD.

B. Contractor shall make the work accessible at all reasonable times for inspection by SBCWD. Contractor shall, at the first opportunity, inspect all material and equipment delivered to the jobsite by others to be used or incorporated in the Contractor's work and give prompt notice of any defect therein. Contractor assumes full responsibility to protect the work done hereunder until final acceptance by SBCWD.

C. When the Work is completed, Contractor shall request, in writing, a final inspection. Within ten (10) days of the receipt of such request, SBCWD shall make a final inspection. The Contractor or its representatives may be present at the final inspection. The purpose of such final inspection shall be to determine whether the Work has been completed in accordance with the Contract Documents, including all change orders and all interpretations and instructions previously issued.

D. SBCWD may reject materials or Work that does not meet the requirements of the Contract Documents. If SBCWD does so, Contractor shall promptly remove the rejected materials or work and replace it with materials or work that meet the requirements of the Contract Documents, at no additional cost to SBCWD.

## **SECTION 9 - ASSIGNMENT AND SUBCONTRACTING**

- A. Contractor shall give personal attention to the performance of the Contract and shall keep the Work under its control.
- B. No subcontractors will be recognized as such, and all persons engaged in the work of construction will be considered as employees of the Contractor, who will be held responsible for their work which shall be subject to the provisions of the Contract and specifications.
- C. No subcontractor who is ineligible to bid work on, or be awarded, a public works project under Labor Code Sections 1771.1 or 1777.7 can bid on, be awarded or perform work as a subcontractor on the Project. The Contractor is prohibited from performing work on the Project with a subcontractor who is ineligible to perform work on a public works project under these sections of the Labor Code.
- D. When a portion of the work which has been subcontracted by the Contractor is not being prosecuted in a manner satisfactory to SBCWD, the subcontractor shall be removed immediately on the requisition of SBCWD in the manner required by law and shall not again be employed on the work.
- E. Contractor may not assign any portion of the Contract except upon written consent of SBCWD.

## **SECTION 10 - TERMINATION**

- A. Should Contractor fail within seven (7) calendar days from receipt of SBCWD's written notice to correct any default, including but not limited to failure perform the Work in accordance with the Contract Documents, failure to comply with the directions of SBCWD, or failure pay its creditors, SBCWD may terminate this Agreement and/or, in its sole discretion, make a demand on Contractor's performance bond surety. Following a termination for default, SBCWD shall have the right to take whatever steps it deems necessary to complete the Project and correct Contractor's deficiencies and charge the cost thereof to Contractor, who shall be liable for the full cost of SBCWD's corrective action, including reasonable overhead, profit and attorneys' fees.
- B. SBCWD may at any time terminate the Contract at SBCWD's convenience upon five (5) days written notice to Contractor; in the event of termination for convenience, Contractor shall recover only the actual cost of work completed to the date of termination, which costs are documented to SBCWD's satisfaction, calculated in accordance with Section 6, above. Contractor shall not be entitled to any claim or lien against SBCWD for any additional compensation or damages in the event of such termination.
- C. If SBCWD terminates Contractor for cause, and if it is later determined that the termination was wrongful, such default termination shall automatically be converted to and treated as a termination for convenience. In such event, Contractor shall be entitled to receive only the amounts payable under this section, and Contractor specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits.

## **SECTION 11 - HOLD HARMLESS AND INDEMNIFICATION**

A. SBCWD and all officers and employees thereof connected with the Work, shall not be answerable or accountable in any manner: for any loss or damage that may happen to the Work or any part thereof; for any loss or damage to any of the materials or other things used or employed in performing the Work; for injury to or death of any person; or for damage to property from any cause except losses due to sole or active negligence of SBCWD's officers or employees.

B. Contractor shall indemnify, defend with legal counsel approved by SBCWD, and hold harmless SBCWD, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or related to the Work or the Project, except such loss or damage which is caused by the sole or active negligence or willful misconduct of SBCWD. Should conflict of interest principles preclude a single attorney from representing both SBCWD and Contractor, or should SBCWD otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse SBCWD its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other cost and fees of litigation. The Contractor shall promptly pay any final judgment rendered against SBCWD (and its officers, officials, employees and volunteers) except for claims determined by a trier of fact to have been the result of SBCWD's sole or active negligence or willful misconduct. The foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

C. Contractor's obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of SBCWD under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless SBCWD for liability attributable to the active negligence of SBCWD, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where SBCWD is shown to have been actively negligent and where SBCWD's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of SBCWD.

D. In addition to any remedy authorized by law, so much of the money due the Contractor under and by virtue of the contract as shall be considered necessary by SBCWD, may be retained by SBCWD until disposition has been made of such suits or claims for damage.

## **SECTION 12 - BONDS AND INSURANCE**

### **A. Bonds**

1. Within ten (10) days after being notified of the award of the contract, and before SBCWD will execute the agreement for construction, the Contractor to whom the Contract is awarded shall furnish and file with SBCWD Performance and Payment Surety bonds as set forth below.
2. Contractor shall submit the bonds on the forms provided with the Contract Documents, duly executed by a responsible corporate surety listed in the United States Department of the Treasury circular entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as

Acceptable Reinsuring Companies," authorized to do business in the State of California and acceptable to SBCWD conditioned upon the faithful performance by the Contractor of all requirements of the Contract Documents. Each of the bonds shall be in a sum no less than one hundred percent (100%) of the Contract Price.

B. Insurance

1. Contractor shall obtain, at its sole cost and expense, all insurance required by Attachment A to this Agreement. Certificates of such insurance and copies of the insurance policies and endorsements shall be delivered to SBCWD within ten (10) days after being notified of the award of the contract, and before execution of the agreement for construction by SBCWD.

**SECTION 13 - WARRANTY**

Contractor warrants to SBCWD that all materials and equipment furnished shall be new, free from faults and defects and of good quality and conform to the requirements of the Contract Documents.

Contractor hereby warrants its work against all deficiencies and defects for the period required by the Contract Documents or the longest period permitted by California law, whichever is greater. Unless otherwise stated in the Contract Documents, warranty periods shall begin upon the filing of the Notice of Completion and shall be for one year.

This Article shall not limit SBCWD's rights under this Contract or with respect to latent defects, gross mistakes, or fraud. SBCWD specifically reserves all rights related to defective work, including but not limited to defect claims pursuant to California Code of Civil Procedure Section 337.15.

**SECTION 14 - LAWS TO BE OBSERVED**

A. Contractor shall keep itself fully informed of all existing and future state and federal laws and county and municipal ordinances and regulations that in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.

B. Contractor shall at all times observe and comply with, and shall cause all of its agents and employees to observe and comply with all such existing and future Federal, State and local laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the Project; and shall protect and indemnify SBCWD, and all officers and employees thereof connected with the Project, against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by SBCWD's representative or their employees. If any discrepancy or inconsistency is discovered in the plans, drawings, specifications, or contract for the work in relation to any such law, ordinance, regulation, order or decree, Contractor shall promptly report the same to SBCWD in writing.

C. This Contract shall be governed by and construed in accordance with the laws of the State of California.

## **SECTION 15 - MISCELLANEOUS**

### **A. Existing Utilities**

The location of known existing utilities and pipelines are shown on the Plans in their approximate locations. However, nothing herein shall be deemed to require SBCWD to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the project can be inferred from the presence of other visible facilities, such as buildings, cleanouts, meter and junction boxes, on or adjacent to the site of the Project. Underground facilities not known to SBCWD may exist, or be in a location different from that which is shown in the Contract Documents.

Contractor shall take all steps reasonably necessary to ascertain the exact location of all underground facilities prior to doing work that may damage such facilities or interfere with their service, including but not limited to calling Underground Service Alert to locate utilities in accordance with the procedures described in Government Code 4215 et seq. Contractor shall protect from damage any utility facilities that are to remain in place, be installed, relocated or otherwise rearranged.

If the Contractor is required to locate, repair damage not due to the Contractor's failure to exercise reasonable care, and remove or relocate existing main or trunk line utility facilities, it shall be compensated under Section 6 of this Contract – Changes in the Work – including payment for equipment on the Project necessarily idled during such work.

The right is reserved by SBCWD and the owners of underground facilities or their authorized agents, to enter the job for the purpose of making such changes as are necessary for the rearrangement of their facilities or for making necessary connection or repairs to their properties. The Contractor shall cooperate with forces engaged in such work and shall conduct his operations in such a manner as to avoid any delay or hindrance to the work being performed by such other forces.

SBCWD will assume the responsibility for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Project site if such utilities are not identified by SBCWD in the Contract Documents or which can reasonably be inferred from the presence of other visible facilities.

### **B. Utility Location**

It shall be the Contractor's responsibility to determine the exact location and depth of all utilities, including service connections, which have been marked by the respective utility owners and which the Contractor believes may affect or be affected by the Contractor's operations. The Contractor shall not be entitled to additional compensation nor time extensions for work necessary to avoid interferences nor for repair to damaged utilities if the Contractor does not expose all such existing utilities as required by this section.

The locating of utilities shall be in conformance with Government Code Section 4216 except for SBCWD's utilities located on SBCWD's property and not on public right-of-way.

After the utility survey is complete, the Contractor shall commence "potholing" or hand digging to determine the actual location of the pipe, duct, or conduit. Contractor shall notify SBCWD before starting potholing operations.

The Contractor's attention is directed to the requirements of Government Code Section 4216.2 (a)(2) which provides: "When the excavation is proposed within 10 feet of a high priority subsurface installation, the operator of the high priority subsurface installation shall notify the excavator of the existence of the high priority subsurface installation prior to the legal excavation start date and time, as such date and time are authorized pursuant to paragraph (1) of subdivision (a) of 4216.2. The excavator and the operator or its representative shall conduct an onsite meeting at a mutually-agreed-on time to determine actions or activities required to verify the location of the high priority subsurface installation prior to start time." The Contractor shall notify SBCWD in advance of this meeting.

c. Differing Site Conditions

1. The Contractor shall promptly, and before the following conditions are disturbed, notify SBCWD in writing of any:
  - (a) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
  - (b) Subsurface or latent physical conditions at the site differing materially from those indicated by information about the site made available to bidders before the deadline for submitting bids, or
  - (c) Unknown physical conditions at the site of any unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.
2. Contractor shall give Notice in accordance with the Change Order provisions above.
3. SBCWD shall promptly investigate the conditions, and if it finds that such conditions do materially so differ, or do involve hazardous waste, and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work, it shall issue a change order under the provisions described in the Contract Documents.
4. No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in the Contract Documents.
5. In the event a dispute arises between SBCWD and the Contractor as to whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from completing the Work as provided in the Contract Documents. The Contractor shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights

provided either by this Contract or by law, which pertain to the resolution of disputes and protests.

D. Records and Audits

1. Contractor and its subcontractors shall establish and maintain records pertaining to this contract. Contractor's and subcontractors' accounting systems shall conform to generally accepted accounting principles and all records shall provide a breakdown of all costs charged under this contract, including properly executed payrolls, time records, invoices and vouchers.
2. Contractor shall permit SBCWD and its authorized representatives to inspect, examine and make copies of Contractor's books, records, accounts, and any and all data relevant to this Contract at any reasonable time for the purpose of auditing and verifying statements, invoices, or bills submitted by Contractor pursuant to this contract and shall provide such assistance as may be reasonably required in the course of such inspection. SBCWD further reserves the right to examine and re-examine said books, records, accounts, and data during the three (3)-year period following the termination of this Contract; and Contractor shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatever for three (3) years after the termination of this Contract.
3. Pursuant to California Government Code Section 8546.7, the parties to this Contract shall be subject to the examination and audit of representative of the Auditor General of the State of California for a period of three (3) years after final payment under the contract. The examination and audit shall be confined to those matters connected with the performance of this contract including, but not limited to, the cost of administering the contract.

E. Clayton Act and Cartwright Act

Section 7103.5 of the Public Contract Code specifies that in entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Sec. 16700) of Part 2 of Division 7 of the Business Profession Code, arising from purchase of goods, services or materials pursuant to the contract or subcontract. Pursuant to Public Contract Code Section 7103.5 the Contractor and all of its Subcontractors hereby offer and agree to assign to SBCWD all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 commencing with Sec. 16700) of Part 2 of Division 7 of the Business Profession Code, arising from purchase of goods, services or materials pursuant to this Agreement. This assignment shall become effective when SBCWD tenders final payment to the Contractor without further acknowledgement by the parties.

F. Site Superintendent

The Contractor shall provide competent supervision and staffing of the Work as approved by SBCWD. The Contractor or designated representative shall be present at the site at all times

while work is actually in progress. Superintendent must be able to proficiently speak, read and write in English.

G. Character of Workers

If any or person employed by the Contractor or any Subcontractor shall appear to SBCWD to be incompetent or to act in a disorderly or improper manner, he shall be discharged immediately on the request of SBCWD, and such person shall not again be employed on the Work.

H. Notices

All notices permitted or required under this Agreement shall be given at the following address, or at such other address as the parties may provide in writing for this purpose:

**San Benito County Water District:**

Email: dmacdonald@sbcwd.ca.gov

Attn: David Macdonald

**CONTRACTOR:**

Email: \_\_\_\_\_

Attn: \_\_\_\_\_

The parties may designate, in writing, other individuals to whom notice is to be given. Notices shall be deemed to be received upon personal delivery to the addresses above; if sent by email, upon delivery; if sent by overnight delivery, upon delivery as shown by delivery service records; if sent by facsimile, upon receipt as confirmed by the sending facsimile equipment; if by United States Postal Service, five days after deposit in the mail.

**SECTION 16 - WAIVERS OF LIEN**

Upon request the Contractor shall submit a complete list of major suppliers and/or subcontractors who will be providing material and/or labor for the performance of the Work, and shall submit with each payment request waivers of lien from each major supplier and/or subcontractor. Sample forms to be used will be furnished by SBCWD.

**SECTION 17 - CLEAN-UP**

Contractor will remove from the project site all debris resulting from performance of the Work no less often than daily. If Contractor fails to do so, SBCWD may, after twenty-four (24) hours' notice to Contractor, clean up the site and deduct the cost from the Contract Price.

**SECTION 18 - LICENSE REQUIREMENT**

Contractor's attention is directed to Business and Professions Code Sections 7000 et seq. concerning the licensing of contractors. At the time Contractor enters into this Contract and all times Contractor is performing the Work, Contractor shall have a valid license issued by the Contractors State License Board in the classification stated in the Special Conditions. All bidders and subcontractors shall be licensed in accordance with the laws of this State and any contractor or subcontractor not so licensed is subject to penalties imposed by such laws.

Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

#### **SECTION 19 - COMPLIANCE WITH STATE STORM WATER PERMIT**

Contractor shall be required to comply with all aspects of the State Water Resources Control Board (State Water Board) Water Quality Order No. 2009-0009-DWQ, including any and all subsequent amendments. National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction Activity (Permit) for all projects that involve construction on or disturbance of one acre or more of land or which are part of a larger common area of development.

**SAN BENITO COUNTY WATER DISTRICT:**

**CONTRACTOR:**

By: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Representative of Contractor)

Dated: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**ATTEST:**

Title: \_\_\_\_\_  
(Attach Notary Acknowledgment for  
Authorized Representative of Contractor)

\_\_\_\_\_  
Board Secretary

License No. \_\_\_\_\_

Dated: \_\_\_\_\_

(Contractor Signature must be Notarized)

## **SPECIAL CONDITIONS**

### **1.1 LIQUIDATED DAMAGES**

- A. As provided in the Notice Inviting Bids, Contractor shall pay to SBCWD the sum of \$1,000 for each and every calendar day's delay in completion of the Work beyond expiration of the Contract Time.

### **1.2 LICENSE CLASSIFICATION**

- A. In accordance with Section 3300 of the Public Contract Code, SBCWD has determined that the Contractor shall have a **Class A General Engineering Contractor and/or Class C-34 Pipeline Contractor License** at the time it enters into the Contract and at all times it is performing the Work.

### **1.3 ASSIGNED CONTRACTOR PERSONNEL**

- A. Contractor and subcontractor employees who will perform on this project may be subject to a background investigation.

### **1.4 COOPERATION AND CARE**

- A. Should construction be under way by SBCWD, other agencies or other contractors within or adjacent to the limits of the work specified or should work of any other nature be under way by other forces within or adjacent to said limits, the Contractor shall cooperate with all such other contractors or other forces to the end that any delay or hindrance to their work will be avoided. SBCWD reserves the right to perform other or additional work at or near the site (including material sources) at any time, by the use of other forces.
- B. Until the final acceptance of the contract, the Contractor shall have the charge and care of the Work and of the materials to be used therein, including materials for which partial payment has been received. SBCWD shall not be held responsible for the care or protection of any material or parts of the Work prior to final acceptance, except as expressly provided in the Special Conditions.
- C. The contractor shall verify all elevations and dimensions shown on the construction drawings within SBCWD right-of-way prior to starting Work. The contractor shall notify the owner's representative of any discrepancy in the construction drawings or site conditions so that proper clarifications can be made before construction begins.

### **1.5 PROGRESS OF THE WORK**

- A. Hours of work - Overtime and holidays. The Contractor shall perform all work during the hours of 8:00 a.m. to 4:30 p.m., Monday through Friday unless otherwise authorized by SBCWD in writing. If the Contractor wishes to work during any other hours or on weekends, written permission must be received from SBCWD. The request must be received at least two (2) working days in advance of any work. No work will be allowed on SBCWD Holidays except in the case of an emergency. A listing of SBCWD holidays is on file in the office of SBCWD. If Contractor requests

overtime work in which SBCWD will incur costs, Contractor shall be responsible for payment of SBCWD's costs incurred in connection with the overtime work. SBCWD will invoice the Contractor at time and one half to cover the costs incurred. If Contractor does not pay the invoice within ten (10) days, SBCWD may deduct the amount billed from other payments due or to become due to Contractor under the Contract.

- B. SBCWD shall have the authority to suspend the Work wholly or in part, for such a period as it may deem necessary.
- C. Inspection. All Work shall be inspected by SBCWD. The charges for inspection shall be in accordance with SBCWD's regulations. If SBCWD is unable to provide an inspector or inspectors, Contractor shall reschedule the Work for another time at no cost to SBCWD. Work performed without inspection shall be rejected.

#### 1.6 LIMITS OF WORK

- A. The "limits of work" are shown on the plans. The Contractor shall make its own arrangements, and pay all expenses for additional area required outside of the limits of work unless provided in the Special Conditions.

#### 1.7 TEMPORARY FIELD OFFICE

NOT USED.

#### 1.8 FUGITIVE DUST

- A. In addition to all other environmental and air quality requirements of the Contract Documents, Contractor must also comply with Monterey Bay Air Resources District's Fugitive Dust regulations, to reduce the amount of particulate matter entrained in the ambient air as a result of the Project.
- A. SBCWD has considered these other contractors when determining the Contract Times and no additional time or compensation will be added to the Contract due to these requirements.

### **END OF SPECIAL CONDITIONS**

## ATTACHMENT A - INSURANCE REQUIREMENTS

### FOR MINOR PUBLIC WORKS PROJECTS

1. Time for Compliance. Contractor shall not commence Work under this Agreement until it has provided evidence satisfactory to SBCWD that it has secured all insurance required under this Section. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein. Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence SBCWD that the subcontractor has secured all insurance required under this Section.
2. Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement and shall verify subcontractors' compliance. Contractor's and subcontractor's insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto) or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance, with statutory limits. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability or (2) cross liability for claims or suits by one insured against another.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: \$2 Million per occurrence, \$4 Million aggregate for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability*: \$1 million per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation: statutory limits. Employer's Liability limits of \$1 million per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits. Notwithstanding the minimum limits set forth above, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds.

(C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with SBCWD. If such coverage is cancelled or materially reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with SBCWD evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not

replaced, SBCWD has the right but not the duty to obtain the insurance it deems necessary and any premium paid by SBCWD will be promptly reimbursed by Contractor or SBCWD may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, SBCWD may suspend or terminate this Agreement.

3. Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by SBCWD, to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37 (including completed operations), or endorsements providing the exact same coverage, SBCWD, its directors, officials, officers, employees, agents, and volunteers and any other Additional Insured named in the Special Conditions shall be covered as additional insureds with respect to the Work or ongoing and completed operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects SBCWD, its directors, officials, officers, employees, agents, and volunteers and any other Additional Insured named in the Special Conditions, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of SBCWD, before SBCWD's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by SBCWD, its directors, officials, officers, employees, agents, and volunteers and any other Additional Insured named in the Special Conditions shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) SBCWD, its directors, officials, officers, employees, agents, and volunteers and any other Additional Insured named in the Special Conditions shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects SBCWD, its directors, officials, officers, employees, agents, and volunteers and any other Additional Insured named in the Special Conditions, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by SBCWD, its directors, officials, officers, employees, agents, and volunteers and any other Additional Insured named in the Special Conditions shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth above, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds.

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree, using form WC 00 03 13 or the exact equivalent to waive all rights of subrogation against SBCWD, its directors, officials, officers, employees, agents, and volunteers and any other Additional Insured named in the Special Conditions for losses paid under the terms of the insurance policy.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to include the following provisions:

- (i) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to SBCWD and all additional insureds,
- (ii) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to SBCWD and any other additional insureds,
- (iii) standard separation of insureds provisions,
- (iv) no special limitations on the scope of protection afforded to SBCWD, and all additional insureds,
- (v) waiver of any right of subrogation of the insurer against SBCWD, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others required to provide insurance in compliance with these specifications to waive their right of recovery prior to a loss. By signing this agreement, Contractor hereby waives its own right of recovery against SBCWD or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

4. Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by SBCWD. Contractor shall guarantee that, at the option of SBCWD, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects SBCWD, its directors, officials, officers, employees, agents, and volunteers and any other Additional Insured named in the Special Conditions; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.
5. Claims Made Policies. Claims made policies are not acceptable.
6. Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until Contractor has verified that the subcontractor has provided evidence to SBCWD that they have secured all insurance required under this Section. If requested by Contractor, SBCWD may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and SBCWD shall be named as additional insureds on all subcontractors' policies of Commercial General Liability Insurance.
7. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VII, licensed to do business in California, and satisfactory to SBCWD.
8. Verification of Coverage. Contractor shall furnish SBCWD with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to SBCWD. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates

and endorsements must be received and approved by SBCWD before work commences. SBCWD reserves the right to require complete, certified copies of all required insurance policies, at any time.

9. Reservation of Rights. SBCWD reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

#### **END OF INSURANCE REQUIREMENT**



**San Benito County Water District  
Agenda Transmittal**

**Agenda Item:** 7

**Meeting Date:** September 23, 2026

**Submitted By:** Dana Jacobson, General Manager

**Presented By:** Dana Jacobson, General Manager

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**Agenda Title:** Receive Information and Discuss District Fleet Electrification, Solar Generation, and Backup Power Options

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**Detailed Description:** The San Benito County Water District (District) currently has a total fleet of 14 vehicles and three pieces of heavy equipment, most of which are subject to emissions regulations promulgated by the California Air Resources Control Board (CARB). Over the last several decades CARB has set increasingly stringent emissions requirements intended to reduce smog and greenhouse gas-causing emissions. Two of the more prominent regulatory programs include CARB's Advanced Clean Fleets (ACF) and Advanced Clean Cars (ACC), both of which set goals for the adoption of Zero Emission Vehicles (ZEV).

In 2020 Governor Newsome issued Executive Order N-79-20, which provided broad goals for ZEV sales, including 100% of passenger and off-road vehicles by 2035 and 100% of medium and heavy-duty vehicles by 2040. It also directed CARB to develop regulations that would achieve these goals. The resulting regulations were called Advanced Clean Fleets (ACF), which applied to, among others, public agencies. Under ACF 50% of medium and heavy-duty vehicles with a gross vehicular weight rating of 8,500 pounds purchased after 2024 must be ZEVs and 100% of medium and heavy-duty vehicles purchased after 2027 must be ZEVs. The 100% requirement was later pushed out to 2030. ACF included a suite of exclusions for certain vehicle types, as well as an exemption process under certain conditions. However, CARB has rarely approved exemption requests.

On September 11, 2026, CARB finalized a rulemaking process that updated the ACF program. Notable changes included an elimination of the 2030 deadline for small fleets with 10 or fewer covered vehicles, and an exemption for class 2b vehicles with a specialized utility service body. The District currently has nine vehicles that are categorized as medium and/or heavy duty under ACF, which means that the fleet is exempt from these regulations. Of those nine covered vehicles, 5 are also exempt under the utility service body exemption.

Unlike the ACF that applies to purchasers, the Advanced Clean Cars program applies to manufacturers. It is also intended to reduce the number of internal combustion engine sales and increase the rate of adoption of ZEVs. The most recent iteration of the program is ACC II, which set a goal of carbon neutrality by 2045 and set increasingly stringent requirements for smog and greenhouse gas causing pollutants. It requires that 70% of vehicles sold by 2030 be ZEVs and

100% by 2035. Recent changes made by the federal EPA prompted litigation from the State of California, which adds some uncertainty to the future regulatory environment. Regardless, CARB has been directed to develop ACC III by Executive Order N-27-25 issued by Governor Newsome on June 12, 2025. This causes some uncertainty with respect to the future regulatory environment.

Because of the ACF exemptions and due to the uncertainty with the ACC program, the District has the luxury of time to consider whether to undertake a full or partial electrification of its fleet. This also allows for a decision to be made based on the cost-effectiveness of any solution rather than being forced into a solution to meet a regulatory requirement.

As a first step, staff is recommending that the District submit an application to Central Coast Community Energy's EV Launchpad Program, which is a no-cost concierge service that will assist in the evaluation and development of a transition strategy, including through engineering design. The load analysis from this evaluation could then be included in an analysis of solar power generation to offset energy costs for all District facilities, as well as providing backup power for the District office.

**Prior Committee or Board Action:** None

**Materials Included:**

1. Staff Presentation

**Financial Impact:** \_\_\_\_\_ Yes ☒ No

**Funding Source/ Recap:** N/A

**Recommendation:** Receive information and discuss District fleet electrification, solar generation, and backup power options.

**Action Required:** \_\_\_\_\_ Resolution \_\_\_\_\_ Motion ☒ Review

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**Board Action**

\_\_\_\_\_ Resolution No. \_\_\_\_\_ Motion By \_\_\_\_\_ Second By \_\_\_\_\_

Ayes \_\_\_\_\_ Abstained \_\_\_\_\_

Noes \_\_\_\_\_ Absent \_\_\_\_\_

Reagendized \_\_\_\_\_ Date \_\_\_\_\_ No Action Taken \_\_\_\_\_

# California Air Resources Board Emission Reduction Regulations

Advanced Clean Fleets & Advanced Clean Cars



# Advanced Clean Fleets

*Executive Order N-79-20 provided the following goals for Zero Emissions Vehicle (ZEV) sales:*

- **100% Passenger vehicles by 2035**
- **100% Medium and heavy-duty vehicles by 2040**
- **100% Off-road vehicles by 2035**

# Advanced Clean Fleets Overview



The California Air Resources Board (CARB) Advanced Clean Fleets (ACF) Regulation applies to **State and Local Government\*** fleets.



Only **medium- and heavy-duty vehicles** with a gross vehicle weight rating of more than 8,500lbs. are subject to ACF.



## ZEV Purchase Schedule (Default)

- 50% of vehicle purchases beginning in **2024** must be ZEVs
- 100% of vehicle purchases beginning in **2030** must be ZEVs

or



## ZEV Milestone Option

- Must meet or exceed ZEV Fleet Milestone percentage requirements



Under ACF, fleets must meet **reporting requirements**

\* State & Local Governments includes city, county, special district, and state agency fleets.

<https://ww2.arb.ca.gov/sites/default/files/barcu/regact/2022/acf22/ac/acffro11.pdf>

<https://ww2.arb.ca.gov/resources/fact-sheets/advanced-clean-fleets-zev-purchase-exemption-checklist>

# Advanced Clean Fleets

## *Notable CARB regulation changes effective September 2026:*

- **Small fleet exemption – Fleets with 10 or fewer covered vehicles are exempt from ACF regulations**
- **Categorical exemption – Class 2b vehicles with utility service body are exempt**

# Advanced Clean Cars

*Advanced Clean CARS II was adopted in 2022 and applies to vehicle manufacturers:*

- Sets goal of carbon neutrality by 2045
- Increased stringency of smog and greenhouse gas-causing pollutants
- Requires 70% Zero Emission Vehicles (ZEV) by 2030 and 100% ZEV by 2035

# Advanced Clean Cars

## *Executive Order N-27-25 issued June 12, 2025:*

- Stated intent to sue federal government for of EPA actions
- Reaffirmed commitments of Executive Order N-79-20
- Directed CARB to develop Advanced Clean Cars III regulations

# District Vehicle List

**Vehicles excluded from ACF and ACC regulations:**

| Model Year | Description               | GVWR (lbs) |
|------------|---------------------------|------------|
| 2022       | KUBOTA TRACTOR            | 9,800      |
| 2018       | JOHN DEERE BACKHOE LOADER | 20,000     |

# District Vehicle List

**Vehicles categorically exempt from ACF under utility body service vehicle exemption:**

| Model Year | Description               | GVWR (lbs) | Mileage |
|------------|---------------------------|------------|---------|
| 2020       | CHEVROLET SILVERADO K2500 | 10,500     | 63,757  |
| 2020       | CHEVROLET SILVERADO K2500 | 10,500     | 50,642  |
| 2022       | CHEVROLET SILVERADO K2500 | 10,500     | 16,916  |
| 2022       | CHEVROLET SILVERADO K2500 | 10,500     | 37,776  |
| 2022       | CHEVROLET SILVERADO K2500 | 10,500     | 27,784  |

# District Vehicle List

## Vehicles exempt under ACF small fleet exemption:

| Model Year | Description                         | GVWR (lbs) | Mileage |
|------------|-------------------------------------|------------|---------|
| 2009       | CHEVROLET SILVERADO 2500            | 9,200      | 147,087 |
| 2017       | CHEVROLET SILVERADO 2500 DOUBLE CAB | 9,500      | 115,114 |
| 2017       | CHEVROLET SILVERADO 2500 DOUBLE CAB | 9,500      | 46,823  |
| 2025       | KENWORTH DUMP TRUCK                 | 33,000     | 7,865   |

# District Vehicle List

## Vehicles subject to Advanced Clean Cars II:

| Model Year | Description               | GVWR (lbs) | Mileage |
|------------|---------------------------|------------|---------|
| 2012       | CHEVROLET SILVERADO 1500  | 6,800      | 140,071 |
| 2021       | CHEVROLET SILVERADO K1500 | 7,000      | 63,778  |
| 2007       | CHEVROLET EQUINOX         | 5,070      | 62,098  |
| 2019       | CHEVROLET TAHOE           | 7,300      | 39,930  |
| 2019       | JEEP GRAND CHEROKEE       | 6,500      | 12,828  |
| 2014       | TOYOTA FORKLIFT           | 8,000      | N/A     |

# Central Coast Community Energy Program

## *EV Launchpad Technical Assistance Program:*

- Free concierge service for fleet electrification planning
- Does not include solar and backup power
- Applications accepted October 1, 2026

# Central Coast Community Energy Program

## *EV Launchpad Technical Assistance Program:*

### Existing Services

- Capacity evaluation
- Site constraints
- Equipment recommendations
- Cost estimates
- 3CE rebate support

### New Expanded Program

- Fleet transition support
- Assistance with public and employee charging
- Engineering site designs

# Recommendations

## *Recommended next steps:*

- **Apply for EV Launchpad Technical Assistance Program**
- **Begin evaluating solar generation and backup power options**