

**RECLAMATION DISTRICT NO. 828
AGENDA FOR
BOARD OF TRUSTEES
8:30 A.M. OCTOBER 18, 2018
509 WEST WEBER, 5TH FLOOR
STOCKTON, CALIFORNIA**

AGENDA

1. Call to Order/Roll Call.
2. Public comment: Under Government Code section 54954.3, members of the public may address the Board on any issue in the District's jurisdiction. The public may address any item on the agenda at the time it is taken up.
3. Consider for approval minutes of meeting of July 25, 2018.
4. Financial Report.
 - (a) Review and accept 2017-2018 Audit and authorize Secretary to sign representation letter and take all other necessary action regarding the audit.
 - (b) Review Proposition 218 Procedure.
5. Engineers' Report; request for direction.
 - (a) Discussion and direction on general maintenance issues.
 - (b) Subvention's Fund Claim.
 - (c) Authorize removal of abandoned boat on District levee.
 - (d) Discussion and direction regarding Caltrans Levee Erosion Repair Beneath Interstate 5 Bridge
6. Ordinance 18-01. Introduce and Waive the first reading of Ordinance No. 2018-01 Providing Informal Bidding Procedures Under the Uniform Public Construction Cost Accounting Act (Section 22000, Et Seq., of the Public Contract Code).
7. Adopt Resolution 2018-07 Changing Location of Regular Meeting.
8. Correspondence and meeting attendance reports.
9. District Calendar
10. Approval of bills to be paid.
11. Adjournment.

This agenda shall be made available upon request in alternative formats to persons with a disability, as required by the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132) and the Ralph M. Brown Act (California Government Code §54954.2). Persons requesting a disability related modification or accommodation in order to participate in the meeting should contact John W. Stovall at 209/948-8200 during regular business hours, at least twenty-four hours prior to the time of the meeting.

Materials related to an item on this Agenda submitted to the Trustees after distribution of the agenda packet are available for public inspection in the office of the District Secretary at Neumiller & Beardslee, 509 W. Weber Avenue, 5th Floor, Stockton, California during normal business hours.

**AGENDA PACKET
RECLAMATION DISTRICT 828
October 18, 2018**

<u>ITEM</u>	<u>COMMENTARY</u>
1.	Self-explanatory.
2.	Self-explanatory.
3.	Please see attached.
4.	Please see attached.
5.	Self-explanatory.
6.	Please see attached.
7.	Please see attached.
8.	Please see attached.
9.	Please see attached.
10.	Self-explanatory.
11.	Self-explanatory.

ITEM 3

**Minutes of Regular Meeting of
Reclamation District 828
Held on July 25, 2018**

The regular meeting of the Board of Trustees of Reclamation District 828 was held at 2:00 p.m. on July 25, 2018 at 509 West Weber Avenue, 5th Floor, Stockton, California 95203.

Item No. 1: Call to Order. The meeting was called to order at 2:06 p.m. Present were President Bill Mendelson and Trustee Paul Marsh. Trustee Deby Provost arrived after Item 3 at 2:09. Trustee was absent. Also present was Daniel J. Schroeder, District Secretary and Counsel, Andy Pinasco, and Chris Neudeck, District Engineer.

Item No. 2: Public Comment. Mr. Gulli commented on his Smith-Canal lawsuit.

Item No. 3: Approval of Minutes. Mr. Schroeder reviewed the April 24, 2018 minutes with the Trustees. The minutes of the April 24, 2018 regular meeting were approved unanimously by the Trustees present on a motion by President Mendelson, seconded by Trustee Marsh.

Item No. 4: Financial Report. Mr. Schroeder reviewed the written financial report with the Trustees. The July 25, 2018 financial report was unanimously approved on a motion by President Mendelson, Seconded by Trustee Marsh.

Mr. Schroeder next reviewed the proposed 2018-2019 Budget with the Trustees. The 2018-2019 Budget was adopted unanimously on a motion by President Mendelson, seconded by Trustee Provost.

Mr. Schroeder reviewed the proposed 2017-2018 Audit Contract with Schwartz, Giannini, Lantsberger & Adamson with the Trustees and pointed out that the fee amount remained unchanged from the prior year. The contract was unanimously approved on a motion by Trustee Provost, seconded by Trustee Marsh.

Mr. Schroeder next presented and review the proposed Resolution 2018-03 Establishing Policy For Reimbursement Of Trustee Expenses And Trustee Compensation and explained how it worked and the types of meetings that were subject to the stipend. Resolution 2018-03 was unanimously adopted on a motion by Trustee Marsh, seconded by President Mendelson.

Mr. Schroeder presented and reviewed Resolution 2018-04 Establishing Best Practices Fiscal Policy and explained the process followed by staff in processing payment of bills and receipt of funds. Resolution 2018-04 was unanimously adopted on a motion by Trustee Provost, seconded by President Mendelson.

Mr. Schroeder them presented and reviewed Resolution 2018-05 Certifying Assessments to be Collected and Establishing a Procedure for Collection and explained the purpose of the annual resolution and how assessments are collected. Resolution 2018-05 was unanimously adopted on a motion by President Mendelson, seconded by Trustee Marsh.

Item No. 5: 5. Engineers' Report; request for direction. Mr. Neudeck provided a written and oral report to the Trustees. Mr. Neudeck reported on the estimated costs anticipated for annual maintenance in the amount of \$46,000. He provided photographs showing the conditions of vegetation and homeless along the levee. He anticipates expenditures will be less than what is budgeted.

He next reported on the Governor's signing of the budget bill that included a budget trailer bill that changed the percentage of subvention programs reimbursement percentages to 75% reimbursement with a 25% District contribution. In addition, the current per mile deductible for urban districts was increase from \$1,000 to \$2,500.

Mr. Neudeck then reported on the problem with the sighting of the Nutria in the Delta and explaining what is currently being done by the State to address the problem.

Mr. Neudeck next reported on the progress with Caltrans on the erosion repair beneath the Interstate 5 bridge Ober Smith Canal. They are currently exploring with the State an option of having the District do the work and reimburse the District for doing so.

Finally, he reported on the appointment of a new executive director with SJAFCA and the progress on the Smith-Canal Closure structure and related litigation.

Item No. 6: Adopt Resolution 2018-06 Electing to Become Subject to the State of California's Uniform Public Construction Cost Accounting Procedures Set Forth in the Uniform Public Construction Cost Accounting Act (Public Contract Code Section 22000, Et Seq.). Mr. Pinasco reviewed the resolution and how the Act will help streamline and reduce procurement process costs in limited situations. He also pointed out that the Subventions agreements currently require certain processes to be followed in procurements and that they will still be followed for those procurements. Finally, he reported that upon adoption of the resolution that staff would present an ordinance at the next meeting to establish the process as required by the Act. Resolution 2018-06 was unanimously adopted on a motion by Trustee Provost, seconded by Trustee Marsh.

Item No. 7: Trespassers on Levees. Trustee Provost commented on the problem with homeless encampments along the levee and concern regarding potential damage being done to the levees. She pointed out one location as an example of the damage that can be done. The Trustees discussed several options and the problems the city is experiencing with homeless people causing damage, but took no action on the item at this time.

Item No. 8: Correspondence. Mr. Schroeder briefly reported on the correspondence attached to the agenda.

Item No. 9: Calendar. Mr. Schroeder reviewed the upcoming calendar events with the Trustees.

Item No. 11: Approval of Bills. Mr. Schroeder reported on the outstanding bills that had been received and the status of the District's accounts. The payment of the attached bills was approved unanimously by the Trustees on a motion by President Mendelson, seconded by Trustee Provost.

Item No. 12: Adjournment. The meeting was adjourned at 3:51 p.m.

Respectfully submitted,

Daniel J. Schroeder, District Secretary

RECLAMATION DISTRICT 828
BILLS TO BE PAID
July 2018

NAME	INVOICE DATE	INVOICE #	AMOUNT	TOTAL \$	RATIFY	WARRANT #
Kjeldsen, Sinnock, & Neudeck, Inc.	5/9/2018	22867	\$863.00			
	5/9/2018	22868	\$489.50			
	5/9/2018	22869	\$135.00			
	5/9/2018	22870	\$54.50			
	6/8/2018	23060	\$300.00			
	6/8/2018	23061	\$789.50			
	6/8/2018	23062	\$1,145.00			
	6/8/2018	23063	\$195.86			
	7/12/2018	23196	\$464.50			
	7/12/2018	23197	\$45.00			
	7/12/2018	23198	\$295.00			
				\$4,776.86		
Neumiller & Beardslee	5/9/2018	292103	\$2,054.71			
	6/26/2018	292668	\$3,082.00			
	7/18/2018	293444	\$928.00			
				\$6,064.71		
Trustee Stipend - July 2018 Meeting	Bill Mendelson		\$50.00	\$50.00		
Trustee Stipend - July 2018 Meeting	Paul Marsh		\$50.00	\$50.00		
Trustee Stipend - July 2018 Meeting	Debbie Provost		\$50.00	\$50.00		

TOTAL: **\$10,991.57**

NOTES:

Anticipated Fund Balance as of 6/30/18:	\$518,070.44
Less Submitted Bills for Payment:	<u>\$10,991.57</u>
Total:	\$507,078.87

RECLAMATION DISTRICT 828

BILLS PAID

April 2018

NAME	INVOICE DATE	INVOICE #	AMOUNT	TOTAL \$	RATIFY	WARRANT #
CalMutuals	1/1/2018	214	\$100.00			
				\$100.00		1292
Dohrmann Insurance	2/15/2018	25123	\$3,428.00			
	2/15/2018	25124	\$550.00			
				\$3,978.00		1293
Kjeldsen, Sinnock, & Neudeck, Inc.	2/12/2018	22328	\$664.50			
	2/12/2018	22329	\$1,059.50			
	2/12/2018	22330	\$753.50			
	2/12/2018	22331	\$700.00			
	2/12/2018	22332	\$450.00			
	3/19/2018	22486	\$1,619.50			
	3/19/2018	22487	\$213.50			
	4/9/2018	22663	\$180.00			
	4/9/2018	22664	\$899.50			
	4/9/2018	22665	\$112.50			
	4/9/2018	22666	\$37.50			
				\$6,690.00		1294
Neumiller & Beardslee	1/18/2018	289970	\$460.00			
	2/20/2018	290503	\$2,735.46			
	3/13/2018	291043	\$580.52			
	4/20/2018	291746	\$461.88			
				\$4,237.86		1295
Trustee Stipend - April 2018 Meeting	Bill Mendelson		\$50.00	\$50.00		1296
Trustee Stipend - April 2018 Meeting	Paul Marsh	Absent	\$50.00		Void	1298
Trustee Stipend - April 2018 Meeting	Debbie Provost		\$50.00	\$50.00		1297

TOTAL:

\$15,105.86

NOTES:

Anticipated Fund Balance as of 3/31/18:	\$474,864.41
Less Submitted Bills for Payment:	\$15,105.86
Total:	\$459,758.55

ITEM 4

RECLAMATION DISTRICT NO. 828

Schwartz, Giannini, Lantsberger & Adamson
4578 Feather River Drive Suite D
Stockton, California 95219

This representation letter is provided in connection with your audit of the financial statements of Reclamation District No. 828, which comprise the financial position of the governmental activities, and each major fund as of June 30, 2018, and the respective changes in financial position for the year then ended, and the related notes to the financial statements, for the purpose of expressing opinions as to whether the financial statements are presented fairly, in all material respects, in conformity with the cash basis of accounting which is a Special purpose framework (SPF).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, as of the date of signing this letter, the following representations made to you during your audit.

Financial Statements

- 1) We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated May 14, 2018, including our responsibility for the preparation and fair presentation of the financial statements in accordance with the cash basis of accounting and for preparation of the supplementary information in accordance with the applicable criteria.
- 2) The financial statements referred to above are fairly presented in conformity with the cash basis of accounting and include all properly classified funds and other financial information of the primary government required by the cash basis of accounting to be included in the financial reporting entity.
- 3) We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- 4) We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- 5) Significant assumptions we used in making accounting estimates are reasonable.

Reclamation District No. 828
Management Representation Letter

- 6) Related party relationships and transactions, including revenues, expenditures/expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties have been appropriately accounted for and disclosed.
- 7) All events subsequent to the date of the financial statements and for which cash basis financial statements requires adjustment or disclosure have been adjusted or disclosed. No events, including instances of noncompliance, have occurred subsequent to the balance sheet date and through the date of this letter that would require adjustment to or disclosure in the aforementioned financials.
- 8) We are in agreement with the adjusting journal entries you have proposed, and they have been posted to the District's accounts.
- 9) The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with the cash basis of accounting.
- 10) Guarantees, whether written or oral, under which the District is contingently liable, if any, have been properly recorded or disclosed.

Information Provided

- 11) We have provided you with:
 - a) Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
 - b) Additional information that you have requested from us for the purpose of the audit.
 - c) Unrestricted access to persons within the District from whom you determined it necessary to obtain audit evidence.
 - d) Minutes of the meetings of the District or summaries of actions of recent meetings for which minutes have not yet been prepared.
- 12) All material transactions have been recorded in the accounting records and are reflected in the financial statements.
- 13) We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
- 14) We have no knowledge of any fraud or suspected fraud that affects the District and involves:
 - a) Management,
 - b) Employees who have significant roles in internal control, or
 - c) Others where the fraud could have a material effect on the financial statements.
- 15) We have no knowledge of any allegations of fraud or suspected fraud affecting the District's financial statements communicated by employees, former employees, regulators, or others.

Reclamation District No. 828
Management Representation Letter

- 16) We have no knowledge of instances of noncompliance or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements, or abuse, whose effects should be considered when preparing financial statements.
- 17) We are not aware of any pending or threatened litigation, claims, or assessments and unasserted claims or assessments that are required to be accrued or disclosed in the financial statements, and we have not consulted a lawyer concerning litigation, claims, or assessments.
- 18) We have disclosed to you the identity of the District's related parties and all the related party relationships and transactions of which we are aware.

Government—specific

- 19) There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
- 20) We have identified to you any previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
- 21) The District has no plans or intentions that may materially affect the carrying value or classification of assets, liabilities, or equity.
- 22) We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us, including tax or debt limits and debt contracts; and we have identified and disclosed to you all laws, regulations and provisions of contracts and grant agreements that we believe have a direct and material effect on the determination of financial statement amounts or other financial data significant to the audit objectives, including legal and contractual provisions for reporting specific activities in separate funds.
- 23) There are no violations or possible violations of budget ordinances, laws and regulations (including those pertaining to adopting, approving, and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements, or as a basis for recording a loss contingency, or for reporting on noncompliance.
- 24) As part of your audit, you assisted with preparation of the financial statements and related notes. We have designated an individual with suitable skill, knowledge, or experience to oversee your services and have assumed all management responsibilities. We have reviewed, approved, and accepted responsibility for those financial statements and related notes.
- 25) The District has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.
- 26) The District has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.

Reclamation District No. 828
Management Representation Letter

- 27) We have followed all applicable laws and regulations in adopting, approving, and amending budgets.
- 28) The financial statements properly classify all funds and activities.
- 29) All funds that meet the quantitative criteria in [GASBS Nos. 34](#) and [37](#) for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial statement users.
- 30) Components of net position and components of fund balance are properly classified and, if applicable, approved.
- 31) Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.
- 32) Revenues are appropriately classified in the statement of activities within program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
- 33) Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.
- 34) Deposits and investment securities and derivative instruments are properly classified as to risk and are properly disclosed.
- 35) We have appropriately disclosed the District's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position is available and have determined that net position is properly recognized under the policy.

Signed: _____ Signed: _____
Title: _____ Title: _____
Date: _____ Date: _____

RECLAMATION DISTRICT NO. 828

FINANCIAL REPORT

JUNE 30, 2018

DRAFT

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INDEPENDENT AUDITORS' REPORT

To the Board of Trustees
Reclamation District No. 828

We have audited the accompanying financial statements of the governmental activities, the major fund, and the aggregate remaining fund information of Reclamation District No. 828 (the District) as of and for the year ended June 30, 2018, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the cash basis of accounting described in Note 1; this includes determining that the cash basis of accounting is an acceptable basis for the preparation of the financial statements in the circumstances. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Gary F. Giannini, CPA
Philip Lantsberger, CPA
Robert Gross, CPA
Timothy J. Schwartz, CPA,
Retired
William H. Adamson,
Retired

4578 Feather River Drive
Suite D
Stockton, California 95219
Ph: 209.474.1084

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position - cash basis of the governmental activities and the major fund of the District as of June 30, 2018, and the respective changes in financial position - cash basis, thereof for the year then ended in accordance with the basis of accounting described in Note 1.

Basis of Accounting

We draw attention to Note 1 of the financial statements, which describes the basis of accounting. The financial statements are prepared on the cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to that matter.

Other Matters

The District has not presented Management's Discussion and Analysis, which accounting principles generally accepted in the United States of America have determined is necessary to supplement, although not required to be part of, the basic financial statements.

Schwartz, Mannini, Santberger & Adamson

Stockton, California
October 5, 2018

RECLAMATION DISTRICT NO. 828
Statement of Net Position - Cash Basis
June 30, 2018

	<u>Governmental Activities</u>
ASSETS	
Cash and cash equivalents	<u>\$ 518,070</u>
Total assets	<u><u>\$ 518,070</u></u>
NET POSITION	
Unrestricted	<u>\$ 518,070</u>
Total net position	<u><u>\$ 518,070</u></u>

DRAFT

The accompanying notes are an integral part of these financial statements.

RECLAMATION DISTRICT NO. 828
Statement Of Activities - Cash Basis
For the year ending June 30, 2018

	Cash Disbursements	Operating Receipts, Grants, and Contributions	Net (Disbursements) Receipts and Changes in Net Position
Governmental activities			
Operations	\$ (95,174)	\$ 69,226	\$ (25,948)
	\$ (95,174)	\$ 69,226	\$ (25,948)
General receipts:			
Landowner assessments			\$ 51,717
Other income			1,847
Interest income			6,044
Total general receipts			\$ 59,608
Increase in net position			\$ 33,660
Net position - beginning of year			484,410
Net position - end of year			\$ 518,070

DRAFT

The accompanying notes are an integral part of these financial statements.

RECLAMATION DISTRICT NO. 828
Balance Sheet - Governmental Fund - Cash Basis
June 30, 2018

	<u>General Fund</u>
ASSETS	
Cash and cash equivalents	<u>\$ 518,070</u>
Total assets	<u><u>\$ 518,070</u></u>
FUND BALANCE	
Unassigned	<u>\$ 518,070</u>
Total fund balance	<u><u>\$ 518,070</u></u>

DRAFT

The accompanying notes are an integral part of these financial statements.

RECLAMATION DISTRICT NO. 828
Statement of Cash Receipts, Disbursements and Changes in Cash Basis Fund Balance -
Governmental Fund
For the Year Ending June 30, 2018

	<u>General Fund</u>
RECEIPTS	
Landowner assessments	\$ 51,717
State assistance	69,226
Other income	1,847
Interest income	6,044
Total receipts	<u>\$ 128,834</u>
DISBURSEMENTS	
Engineering	\$ 42,917
Insurance	6,660
Legal and accounting	25,006
Levee repairs and maintenance	16,750
Miscellaneous	3,291
Trustee fee	550
Total disbursements	<u>\$ 95,174</u>
Net change in fund balance	\$ 33,660
Fund balance - beginning	<u>484,410</u>
Fund balance - ending	<u><u>\$ 518,070</u></u>

The accompanying notes are an integral part of these financial statements.

RECLAMATION DISTRICT NO. 828

NOTES TO FINANCIAL STATEMENTS

June 30, 2018

NOTE 1. SIGNIFICANT ACCOUNTING POLICIES

Nature of business

Reclamation District No. 828 is a political subdivision of the State of California organized March 4, 1912 by the landowners of Weber Tract for the purpose of maintenance, protection and repair of the reclamation works on Weber Tract. The District operates under Section 50000 "Reclamation Districts" of the California State Water Code.

The District lies within the City of Stockton, bounded on the north by Smith Canal, on the west and south by the Stockton Channel, and on the east by Pershing Avenue. The total area of the District is approximately 695 acres.

The District is primarily supported by assessments of its landowners as projected, calculated, and levied by its Board of Trustees. Expenses incurred by the District are, at times, partially reimbursed by various federal, state, and local assistance or reimbursement programs.

The District management considered all potential component units for inclusion in the reporting entity by applying the criteria set forth in accounting principles generally accepted in the United States of America. The District concluded that there are no potential component units which should be included in the reporting entity.

Government-wide financial statements

The government-wide financial statements (i.e., the statement of net position - cash basis and the statement of activities - cash basis) report information on all of the cash receipts and disbursements activity of the primary government.

The statement of activities demonstrates the degree to which cash disbursements of a given function or segment are offset by program cash receipts. Cash disbursements are those that are clearly identifiable with a specific function or segment. Program cash receipts include 1) charges paid by the recipients of goods or services offered by the programs and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other receipts not classified as program receipts are presented as general receipts.

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first, then unrestricted resources as they are needed.

Budgetary accounting

The District does not utilize formal budgetary procedures and is not required to adopt such procedures by law. Accordingly, budgetary comparison information is not required or presented.

RECLAMATION DISTRICT NO. 828

NOTES TO FINANCIAL STATEMENTS

NOTE 1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Fund financial statements

The fund financial statements provide information about the District's funds. The District has one type of fund (governmental), which is comprised of one major fund as follows.

General fund – This fund is established to account for resources devoted to financing the general services that the District performs. State assistance and other sources of revenue used to finance the fundamental operations of the District are included in this fund. This fund is charged with all costs of operating the government for which a separate fund has not been established.

The District has adopted GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*. This Statement establishes criteria for classifying governmental fund balances into specifically defined classifications. Classifications are hierarchical and are based primarily on the extent to which the District is bound to honor constraints on the specific purposes for which amounts in the funds may be spent. Application of the Statement requires the District to classify and report amounts in the appropriate fund balance classifications. The District's accounting and finance policies are used to interpret the nature and/or requirements of the funds and their corresponding assignment of restricted, committed, assigned, or unassigned.

The District reports the following classifications:

Restricted Fund Balance – Restricted fund balances are restricted when constraints placed on the use of resources are either (a) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments or (b) imposed by law through constitutional provisions or enabling legislation.

Assigned Fund Balance – Assigned fund balances are amounts that are constrained by the District's intent to be used for specific purposes, but are neither restricted nor committed. Intent is expressed by the Board of Trustees. Assigned fund balance includes all amounts in the general fund that are intended to be used for a specific purpose.

Unassigned Fund Balance – Unassigned fund balance is the residual classification for the General Fund. This classification represents the General Fund balance that has not been assigned to other funds, and that has not been restricted, committed, or assigned to specific purposes within the General Fund.

Measurement focus, basis of accounting, and financial statement presentation

The District accounts for governmental funds using the cash receipts and disbursements basis of accounting, which is a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America. Under this method, revenues are recognized when received and expenditures are recorded when paid.

RECLAMATION DISTRICT NO. 828
NOTES TO FINANCIAL STATEMENTS

NOTE 1. SIGNIFICANT ACCOUNTING POLICIES (Continued)

Demand Warrants

The District is authorized under the California State Water Code to issue demand warrants.

Use of estimates

The preparation of financial statements in conformity with the cash receipts and disbursements basis of accounting used by the District requires management to make estimates and assumptions that affect certain reported amounts and disclosures; accordingly, actual results could differ from those estimates.

Related party information

The Board of Trustees is made up of District landowners or their representatives. The Board is either elected by the landowners within the District or appointed by the San Joaquin County Board of Supervisors.

Income Tax Status

Reclamation District No. 828 is a governmental entity and not subject to federal and state income taxes.

NOTE 2. DATE OF MANAGEMENT'S REVIEW

In preparing the financial statements, the Organization has evaluated events and transactions for potential recognition or disclosure through October 5, 2018, the date the financial statements were available to be issued.

NOTE 3. CASH AND INVESTMENTS

Investments of the District as of June 30, 2018 consist of the following:

	<u>Carrying amount</u>	<u>Fair value</u>
Investment in external investment pool		
San Joaquin County Treasurer	<u>\$ 518,070</u>	<u>\$ 518,070</u>

Cash on deposit with the San Joaquin County Treasurer is invested in a pooled fund maintained by the Treasurer. These funds are pooled with other County deposits for investment purposes by the County Treasurer in accordance with the investment policy of the County Treasurer (see County Treasurer's investment policy at <http://www.sjgov.org/treasurer/treasury.htm>). The Pool has established a treasury oversight committee to monitor and review the management of public funds maintained in the Pool.

RECLAMATION DISTRICT NO. 828

NOTES TO FINANCIAL STATEMENTS

NOTE 3. CASH AND INVESTMENTS (Continued)

Participants' equity in the investment pool is determined by the dollar amount of the participant deposits, adjusted for withdrawals and distributed investment income. Investment income is prorated to individual funds based on their average daily cash balances. The value of the District's shares in the Pool, which may be withdrawn, is determined on an amortized cost basis, which is different than the fair value of the District's position in the Pool. The District's investment in the Pool is unrated, stated at amortized cost which approximates fair value, available upon demand and considered cash equivalents.

The District does not maintain a formal investment policy.

NOTE 4. GOVERNING BOARD

The powers of the District are exercised by the Board of Trustees which consists of the following members:

	<u>TITLE</u>	<u>TERM EXPIRATION</u>
William Mendelson	President	December 2021
Deby Provost	Trustee	December 2019
Paul Marsh	Trustee	December 2019

Secretary: Dan Schroeder

NOTE 5. INSURANCE

The District is covered by the following types of insurance as of June 30, 2018:

<u>Coverage</u>	<u>Limits of Liability</u>
Property	\$ 1,000,000/10,000,000
Commercial crime	100,000
General liability	1,000,000/10,000,000
Public officials and management liability	1,000,000/10,000,000
Commercial excess	1,000,000

ITEM 6

**BEFORE THE BOARD OF TRUSTEES OF
RECLAMATION DISTRICT NO. 828**

ORDINANCE NO. 2018 - 01

**AN ORDINANCE TO PROVIDE INFORMAL BIDDING PROCEDURES UNDER THE
UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT (Section 22000, et
seq., of the Public Contract Code)**

WHEREAS, Reclamation District 828 (“District”) is a reclamation district formed pursuant to Water Code sections 50000 et seq.; and

WHEREAS, the District is required to follow the public bidding procedures of the Public Contract Code (commencing with section 20920) which requires all contracts for any improvement or unit of work, or for materials or supplies, in excess of twenty-five thousand dollars (\$25,000) to be let to the lowest responsive, responsible bidder; and

WHEREAS, under Uniform Public Construction Cost Accounting Act (Public Contract Code sections 22000 et seq.) reclamation districts may adopt an alternative bidding process for public projects that do not exceed \$175,000; and

WHEREAS, the monetary limits of Public Contract Code section 22032 shall be considered and adjusted accordingly every five years; and

WHEREAS, pursuant to sections 22010 and 22030 of the Public Contract Code public agencies that wish to adopt the alternative bidding procedures of the Uniform Public Construction Cost Accounting Act must also adopt the uniform construction cost accounting standards of the Act; and

WHEREAS, Public Contract Code section 22034 provides that local agencies that have adopted the uniform cost accounting procedures shall also adopt an informal bidding ordinance governing the selection of contractors to perform projects let by contract by informal procedures as set forth in Public Contract section 22032 ; and

**NOW THEREFORE, The Board of Trustees of Reclamation District No. 828
ordains as follows:**

SECTION 1. Informal Bidding Procedures. Public projects, as defined by the Act and in accordance with the limits listed in Section 22032 of the Public Contract Code, may be let to contract by informal procedures as set forth in Section 22032, et seq., of the Public Contract Code.

SECTION 2. Contractors List. The District shall comply with the requirements of the Public Contract Code Section 22034.

SECTION 3. Notice Inviting Informal Bids. Where a public project is to be performed which is subject to the provision of this Ordinance, a notice inviting informal bids shall be circulated using one or both of the following alternatives:

1. Notices inviting informal bids may be mailed, faxed, or emailed to all contractors for the category of work to be bid, as shown on the list developed in Section 2.;
2. Notices inviting informal bids may be mailed to all construction trade journals as specified by the California Uniform Construction Cost Accounting Commission in accordance with Section 22036 of the Public Contract Code. Additional contractors and/or construction trade journals may be notified at the discretion of the District soliciting bids, provided however:
 - a. If the product or service is proprietary in nature such that it can be obtained only from a certain contractor or contractors, the notice inviting informal bids may be sent exclusively to such contractor or contractors.

SECTION 4. Award of Contracts. The District Board of Trustees, or its designee, is authorized to award informal contracts pursuant to this Ordinance.

SECTION 5. This Ordinance shall take effect and be in force thirty (30) days after its adoption, and prior to the expiration of fifteen (15) days from the passage thereof, shall be published once (1) with the names of the Trustees voting for and against the same in the Stockton Record, a newspaper of general circulation published in the County of San Joaquin, State of California.

PASSED AND ADOPTED at a regular meeting of the Board of Trustees of Reclamation District No. 828 of the County of San Joaquin, State of California, on this ____ day of [MONTH], 2018, by the following vote of the Board of Directors, TO WIT:

AYES:

NOES:

ABSENT:

ABSTENTION:

RECLAMATION DISTRICT 828
A Political Subdivision of the
State of California

By: _____
PRESIDENT

ATTEST:

SECRETARY

ITEM 7

**RECLAMATION DISTRICT NO. 828
RESOLUTION NO. 2018-07**

RESOLUTION CHANGING LOCATION OF REGULAR MEETING

WHEREAS, Reclamation District No. 828 (the “District”) is a political subdivision of the State of California formed and organized under the California Water Code sections 50000 et seq.; and

WHEREAS, California Government Code section 54954(a) requires that the District provide, by ordinance, resolution, bylaws, or by whatever other rule is required for the conduct of business by that body, the time and place for holding regular meetings; and

WHEREAS, the District’s Resolution 2016-05 revised the District’s bylaws and, among other revisions, established that the District’s regular meetings would be held at its principle office located at 509 West Weber Avenue, Fifth Floor, Stockton, California, at the hour of 8:30 a.m. on the third Thursday of the months of July, October, January, and April; and

WHEREAS, the facilities available at 509 West Weber Avenue, Fifth Floor, Stockton, California, are no longer available for the District’s use; and

WHEREAS, the District’s Board of Trustees desires to use facilities located at 3121 West March Lane, Suite 100, as the location for the District’s regular meetings; and

WHEREAS, the new meeting location will become effective upon adoption of this Resolution; and

WHEREAS, the date and time for the District regular meetings will remain unchanged.

NOW THEREFORE BE IT RESOLVED, by the Board of Trustees of Reclamation District No. 773 do hereby change its regular meeting location, effective upon adoption of this Resolution, to the facility located at 3121 West March Lane, Suite 100, at the hour of 8:30 a.m. on the third Thursday of the months of July, October, January, and April.

BE IT FURTHER RESOLVED, that all previous resolutions or bylaw provisions covering the date, time, and location of regular meetings are hereby repealed.

PASSED AND ADOPTED by the Board of Trustees of Reclamation District No. 828 at a regular meeting thereof held on October 18, 2018 by the following vote, to wit:

AYES: _____

NOES: _____

ABSENT: _____

ABSTENTION: _____

RECLAMATION DISTRICT NO. 828,
a political subdivision of the
State of California

By: _____
WILLIAM MENDELSON, President

ATTEST:

DANIEL J. SCHROEDER, Secretary

CERTIFICATION

I, Daniel J. Schroeder, Secretary of the Reclamation District No. 828, do hereby certify that the foregoing is a full, true and correct copy of a resolution of the Reclamation District No. 828 duly passed and adopted at a special meeting of the Board of Trustees thereof held on the 18th day of October, 2018.

Dated: _____, 2018

SECRETARY, AUTHORITY

ITEM 8

DEPARTMENT OF WATER RESOURCES

DIVISION OF FLOOD MANAGEMENT
P.O. BOX 219000
SACRAMENTO, CA 95821-9000



SEP 11 2018

Mr. Dan Schroeder, Secretary
Reclamation District No. 828
Post Office Box 20
Stockton, California 95201

Dear Mr. Schroeder:

This letter confirms that the Delta Levees Subventions Program received a Fiscal Year 2017-2018 Final Claim from Reclamation District 828. The Fiscal Year 2017-2018 Subventions Program annual expenditure plan was approved by the Central Valley Flood Protection Board on June 23, 2017, for \$12 million.

If you have any questions, please contact me at (916) 480-5367 or Sandra Maxwell, Chief of the Delta Levee Subventions Program, at (916) 480-5378.

Sincerely,

A handwritten signature in blue ink, appearing to read "Andrea L. Lobato".

Andrea L. Lobato, P.E., Manager
Delta Levees Program

DEPARTMENT OF WATER RESOURCES

DIVISION OF FLOOD MANAGEMENT
P.O. BOX 219000
SACRAMENTO, CA 95821-9000



Mr. Dan Schroeder
Reclamation District 828
Post Office Box 20
Stockton, California 95201

Dear Mr. Schroeder:

The Delta Levees Subventions Program provides this letter to inform you of the recent changes to California Water Code Section 12986. The changes are effective July 1, 2018.

California Water Code Section 12986 states: No costs incurred shall be reimbursed if the entire cost incurred per mile of project or nonproject levee is either:

- A. Two thousand five hundred dollars (\$2,500) or less for a project or nonproject levee in an urban area.
- B. One thousand dollars (\$1,000) or less for a project or nonproject levee in a rural area.

According to California Water Code Section 12986, urban area is defined as an area in which 10 percent or more of the land area within the project area is used for residential use.

This letter confirms that Reclamation District No. 828 is considered an urban area according to this definition and will be responsible for the first \$2,500 per levee mile.

If you have any questions, please contact me at (916) 480-5367, or Sandra Maxwell of my staff, at (916) 480-5378.

Sincerely,

A handwritten signature in blue ink, appearing to read "Andrea L. Lobato".

Andrea L. Lobato, P.E., Manager
Delta Levees Program

SJC — Office of Emergency Services

2018 Preseason Flood Coordination Meeting

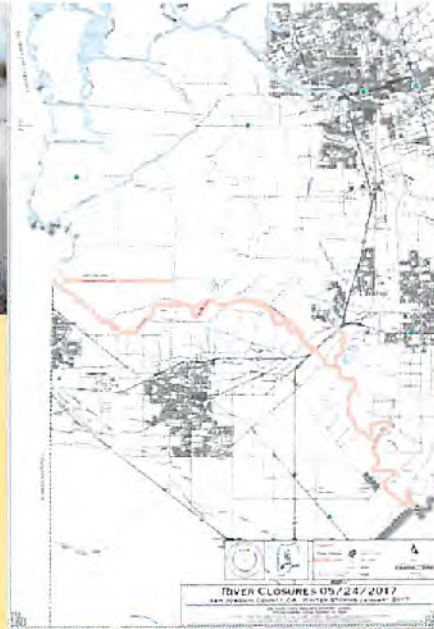
October 24, 2018 9:00a.m. – 12:00 p.m.

Registration begins at 8:30a.m.

San Joaquin County Agricultural Center, Assembly Room 3

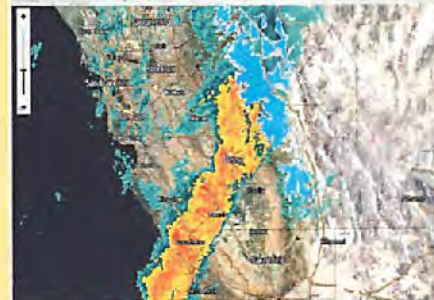
2101 E. Earhart Avenue, Stockton CA

www.eardensdesign.com



Agenda Topics

Winter Weather Outlook
Flood Control Roles,
Responsibilities and Updates
Emergency Management
Roles and Responsibilities
Flood Threats / Preparedness
Emergency Resources
DWR Flood Emergency
Response Grants
Meet and greet agencies from
around the county



Scheduled Presentations from agencies such as:

National Weather Services
(NWS)
Department of Water Re-
sources (DWR)
U.S. Army Corp of Engineers
(USACE)
Cal OES
Cal Fire
Local Law and Fire Agencies
Local Office of Emergency
Services
California Conservation Corp
Pacific Gas & Electric



Please contact Lowell Allen at (209) 953-6200 or lhallen@sjgov.org with questions or concerns.

LETTER OF TRANSMITTAL

August 29, 2018

TO: Elvia Trujillo
Reclamation District 828
PO Box 20
Stockton, CA 95201-3020

FROM: Wendy L. Fuerte

RE: Final Claim for Delta Levee Subventions Program Fiscal Year 2017-2018

WE TRANSMIT THE FOLLOWING:

- | | | |
|---|--|---|
| <input type="checkbox"/> Drawings | <input type="checkbox"/> Shop Drawings | <input type="checkbox"/> Descriptions |
| <input type="checkbox"/> Specifications | <input type="checkbox"/> Agreements | <input checked="" type="checkbox"/> 2017-18 Final Claim |
| <input type="checkbox"/> Letter | <input type="checkbox"/> Proposal | <input type="checkbox"/> |

FOR YOUR:

- | | | |
|-----------------------------------|--|--------------------------------------|
| <input type="checkbox"/> Approval | <input type="checkbox"/> Review & Comment | <input type="checkbox"/> Information |
| <input type="checkbox"/> Use | <input checked="" type="checkbox"/> Record | <input type="checkbox"/> |

COPIES	DATE	DESCRIPTION
1	08/29/18	RD. 828 Final Claim for Delta Levee Subventions Program Fiscal Year 2017-18

STATE OF TEXAS

COUNTY OF [illegible]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

[illegible text]

SEP 04 2018

[Handwritten signature]

1204-0050

RECLAMATION DISTRICT NO. 828
Weber Tract
San Joaquin County

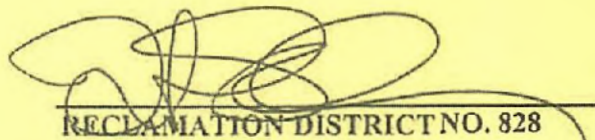
FINAL CLAIM
DELTA LEVEE SUBVENTIONS PROGRAM
FISCAL YEAR 2017-18

Prepared By:

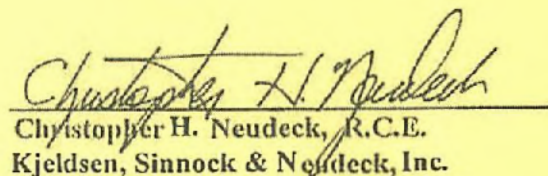
Kjeldsen, Sinnock & Neudeck, Inc.
Consulting Engineers & Land Surveyors
711 North Pershing Avenue
P.O. Box 844
Stockton, California 95201-0844

Telephone Number: (209) 946-0268
Telefax Number: (209) 946-0296

For:



RECLAMATION DISTRICT NO. 828



Christopher H. Neudeck, R.C.E.
Kjeldsen, Sinnock & Neudeck, Inc.



**KJELDTSEN
SINNOCK
NEUDECK**
CIVIL ENGINEERS & LAND SURVEYORS

Stephen K. Sinnock, P.E.
Christopher H. Neudeck, P.E.
Neal T. Colwell, P.E.
Barry O'Regan, P.E.

1204-0050

August 28, 2018

Ms. Andrea Lobato
Division of Flood Management
Delta Levees Office
3310 El Camino Avenue
Sacramento CA 95821

**Re: Reclamation District No. 828, Final Claim
Delta Levees Subventions Program, FY 2017-18**

Ms. Lobato

Reclamation District No. 828 hereby submits two copies of its Final Claim for financial assistance under the Delta Levees Subventions Program for work accomplished during fiscal year 2017-18. The District's AB 360 Program Funding Claim Information Form is also enclosed.

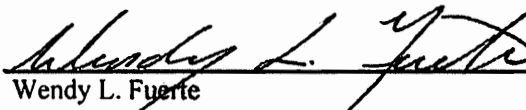
The total annual expenditures, including any previously submitted Progress Payment Claims, are as follows:

Annual Routine Levee Maintenance	\$	31,045.86
Levee Rehabilitation	\$	0.00
Environment Services	\$	135.00
TOTAL FY 2017-18 CLAIM	\$	31,180.86

Kjeldsen, Sinnock & Neudeck, Inc (KSN) has prepared the enclosed claim and supporting documentation for Reclamation District No. 828, who is responsible for the information submitted. KSN's responsibility is to compile and present this claim based upon the information furnished. KSN has reviewed the information provided and has prepared and presented the claim accordingly.

If you should have any questions regarding the enclosed, please call me.

Sincerely,
KJELDTSEN, SINNOCK & NEUDECK, INC.


Wendy L. Fuerte

Enclosure

cc: Mark Philipp, DFW (w/encl.)
District Secretary (w/encl.)
District Trustees (w/claim totals)

**DELTA LEVEE SUBVENTIONS PROGRAM
FISCAL YEAR 2017 - 2018**

FINAL CLAIM

SECTION 1

RECLAMATION DISTRICT NO. 828
WEBER TRACT
FINAL CLAIM
DELTA LEVEE SUBVENTIONS PROGRAM
FISCAL YEAR 2017-18

A. <u>ANNUAL ROUTINE LEVEE MAINTENANCE</u>	<u>EXHIBIT</u>	<u>INVOICE</u>	<u>TOTAL</u>
1. Routine Levee Inspection / Patrol		\$ -	\$ -
2. Rodent Control & Filling Burrows		\$ -	\$ -
3. Repair and Grading of Levee Patrol Roads, Access Roads & Ramps		\$ -	\$ -
4. Repair of Levee Erosion & Subsidence			
a. Minor Slipouts & Erosion Repairs		\$ -	\$ -
b. Subsidence of the Levee Section		\$ -	\$ -
c. Landside Erosion Repair (e.g. hydroseeding, fill placement, etc.)		\$ -	\$ -
5. Removal of Drift Deposits & Debris from Levee & Berm		\$ -	\$ -
6. Levee Drainage Control			
a. Seepage & Boils		\$ -	\$ -
b. Core Trench Installation		\$ -	\$ -
7. Cleaning Drains & Toe Ditches Adjacent to Landside Levee Toe		\$ -	\$ -
8. Levee Vegetation Control & Management			
<u>Non-District Services</u>			
10/04/17 Dino & Son Ditching Service	A	\$ <u>10,000.00</u>	\$ 10,000.00
<u>Non-District Services</u>			
11/03/17 Custom Spraying Inc.	B	\$ <u>2,500.00</u>	\$ 2,500.00
<u>Engineering Services</u>			
FY 17-18 Kjeldsen, Sinnock & Neudeck, Inc. (Levee Maintenance Summary)	C	\$ <u>1,962.36</u>	\$ 1,962.36
9. Repair or Restore Waterside Slope Protection		\$ -	\$ -
10. Flood Emergency Planning & Preparation		\$ -	\$ -
11. Encroachments			
a. Removal of Encroachments & Restoration of Levee Section		\$ -	\$ -
b. Repair, Replacement or Modification to Benefit Flood Control		\$ -	\$ -
c. Inspection & Review of Existing or New Encroachments		\$ -	\$ -
12. Levee Profile & Cross Sections		\$ -	\$ -
13. Other Levee & Underwater Surveys		\$ -	\$ -

A. ANNUAL ROUTINE LEVEE MAINTENANCE (Cont.)

14. Engineering Services & Levee Subventions Program Management

a. Program Management

		<u>EXHIBIT</u>	<u>INVOICE</u>	<u>TOTAL</u>
FY 17-18	Kjeldsen, Sinnock & Neudeck, Inc. (Levee Maintenance Summary)	C	\$ 242.50	
08/11/17	Kjeldsen, Sinnock & Neudeck, Inc.	D	\$ 534.00	
09/19/17	Kjeldsen, Sinnock & Neudeck, Inc.	D	\$ 1,409.00	
10/18/17	Kjeldsen, Sinnock & Neudeck, Inc.	D	\$ 1,304.00	
11/13/17	Kjeldsen, Sinnock & Neudeck, Inc.	D	\$ 1,300.46	
12/18/17	Kjeldsen, Sinnock & Neudeck, Inc.	D	\$ 1,369.00	
01/12/18	Kjeldsen, Sinnock & Neudeck, Inc.	D	\$ 652.00	
02/12/18	Kjeldsen, Sinnock & Neudeck, Inc.	D	\$ 1,059.50	
03/19/18	Kjeldsen, Sinnock & Neudeck, Inc.	D	\$ 669.50	
04/09/18	Kjeldsen, Sinnock & Neudeck, Inc.	D	\$ 899.50	
05/09/18	Kjeldsen, Sinnock & Neudeck, Inc.	D	\$ 489.50	
06/08/18	Kjeldsen, Sinnock & Neudeck, Inc.	D	\$ 789.50	
07/12/18	Kjeldsen, Sinnock & Neudeck, Inc.	D	\$ <u>464.50</u>	
				\$ 11,182.96

b. Disaster Claim Management

\$ - \$ -

c. Project Levees

N/A N/A

d. Other

08/11/17	Kjeldsen, Sinnock & Neudeck, Inc.	E	\$ 1,210.50	
12/18/17	Kjeldsen, Sinnock & Neudeck, Inc.	E	\$ 3,895.04	
07/12/18	Kjeldsen, Sinnock & Neudeck, Inc.	E	\$ <u>45.00</u>	
				\$ 5,150.54

15. Other Maintenance

FY 17-18	Kjeldsen, Sinnock & Neudeck, Inc. (Levee Maintenance Summary)	C	\$ <u>250.00</u>	
				\$ 250.00

16. Management & Accounting

\$ - \$ -

TOTAL ROUTINE LEVEE MAINTENANCE \$ 31,045.86

B. LEVEE REHABILITATION

1. Hazard Mitigation Plan (HMP) Levee Improvements

a. Raising Levee to 1.0' Freeboard Plus 0.5' Tolerance	\$ -	\$ -
b. Flattening Waterside Slopes to 1½:1 and/or Landside Slopes to 2:1	\$ -	\$ -
c. Widening Levee Crown to 16'	\$ -	\$ -
d. Construction of Landside Berms for Stability	\$ -	\$ -
e. Construction of All-Weather Patrol Road, Levee Access Roads & Ramps	\$ -	\$ -
	TOTAL HMP LEVEE IMPROVEMENTS	\$ -

2. Bulletin 192-82 Levee Work

a. Provide 1.5' Freeboard (Ag.) or 3.0' Freeboard (Urban) Plus Tolerance	\$ -	\$ -
b. Flattening Waterside Slopes to 3:1	\$ -	\$ -
c. Re-widening of Levee Crown to 16'	\$ -	\$ -
d. Reconstruction & Upgrading of All-Weather Patrol Roads	\$ -	\$ -

B. LEVEE REHABILITATION (Cont.)

e. Provide Turnouts, Access Roads & Ramps	\$	-	\$	-
f. Relocation of Toe Ditches Resulting from 192-82 Work	\$	-	\$	-
g. Replacement of Rock Protection Resulting from 192-82 work	\$	-	\$	-
h. Levee Modifications Required by USACE for PL84-99 Compliance	\$	-	\$	-
i. Construction of Landside Berms for Stability	\$	-	\$	-
TOTAL BULLETIN 192-82 LEVEE WORK				\$ -

3. Other Rehabilitation Work	\$	-	\$	-
TOTAL OTHER REHABILITATION WORK				\$ -

TOTAL LEVEE REHABILITATION \$ -

C. ENVIRONMENTAL MITIGATION

	<u>EXHIBIT</u>	<u>INVOICE</u>	<u>TOTAL</u>
1. Permit Compliance, CEQA		\$ -	\$ -
2. Mitigation & Agreements 05/09/18 Kjeldsen, Sinnock & Neudeck, Inc.	F	\$ 135.00	\$ 135.00
3. Levee Enhancement & Vegetation Control		\$ -	\$ -
TOTAL ENVIRONMENTAL MITIGATION \$ 135.00			

D. FEMA/OTHER (If Claimed for payment)

	<u>EXHIBIT</u>	<u>INVOICE</u>	<u>TOTAL</u>
1. *FEMA Disaster Costs Submitted to DWR		\$ -	\$ -
2. Disaster Costs Claimed for Payment by SB 34		\$ -	\$ -
3. High Water Evenet		\$ -	\$ -
TOTAL FEMA/OTHER \$ -			

TOTALS BY CATEGORY

A. ROUTINE LEVEE MAINTENANCE	\$	31,045.86
B. LEVEE REHABILITATION	\$	-
C. ENVIRONMENTAL MITIGATION	\$	135.00
D. FEMA/OTHER	\$	-
2017-18 DELTA LEVEE SUBVENTION PROGRAM CLAIM TOTAL		\$ 31,180.86

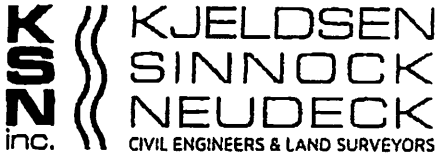
*FEMA Disaster Costs Submitted to DWR	\$	-
(*Disaster costs submitted to DWR but not claimed for Payment)		
LESS \$1,000 LEVEE MILE DISTRICT MAINTENANCE: 1.7 Levee Miles	\$	(1,700.00)
AMOUNT ELIGIBLE FOR REIMBURSEMENT:	\$	29,480.86

**DELTA LEVEE SUBVENTIONS PROGRAM
FISCAL YEAR 2017 - 2018**

EXHIBITS

SECTION 2

Exhibit A



Stephen K. Sinnock, P.E.
 Christopher H. Neudeck, P.E.
 Neal T. Colwell, P.E.
 Barry O'Regan, P.E.

1204-9017
 04-001

LETTER OF TRANSMITTAL

10/09/2017

TO: Mr. Daniel J. Schroeder
 Reclamation District No. 828
 P.O. Box 20
 Stockton, CA 95201-3020

FROM: Rick Toy

RE: 2017 Vegetation Services - Arundo Removal - Weber Tract

CONTRACTOR: Dino & Son Ditching Service, Inc. - Contract No. 828-01-31-17-01

WE TRANSMIT THE FOLLOWING:

- | | | |
|---|--|---|
| <input type="checkbox"/> Drawings | <input type="checkbox"/> Shop Drawings | <input type="checkbox"/> Descriptions |
| <input type="checkbox"/> Specifications | <input type="checkbox"/> Agreements | <input checked="" type="checkbox"/> Invoice |
| <input type="checkbox"/> Letter | <input type="checkbox"/> Proposal | <input type="checkbox"/> |

FOR YOUR:


- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> Approval | <input type="checkbox"/> Review & Comment | <input type="checkbox"/> Information |
| <input type="checkbox"/> Use | <input type="checkbox"/> Record | <input checked="" type="checkbox"/> Payment |

COPIES	DATE	DESCRIPTION
1	10/09/2017	KSN Payment Estimate No. 1
1	10/04/2017	Dino & Son Ditching Service Inc. - Invoice No. 1014 - \$10,000.00

Dan,

We recommend approval and payment in the amount of \$10,000.00.

Respectfully Submitted,



 Richard E. Toy
 Kjeldsen, Sinnock & Neudeck, Inc.

cc: Christopher H. Neudeck (w/enclosures)
 Dino & Son Ditching Service Inc. (w/enclosures)

MONTHLY PROGRESS PAYMENT

Job No. 1204-9017-04-001
Contract No. 0828-01-31-17-01
Date: October 9, 2017

RECLAMATION DISTRICT NO. 828, WEBER TRACT

JOB: 2017 Levee Maintenance - Arundo Removal Services

PROGRESS PAYMENT ESTIMATE NO. 1

CONTRACTOR: Dino and Son Ditching Service
Post Office Box 422
Holt, CA 95234

FOR WORK COMPLETED BY: September 15, 2017

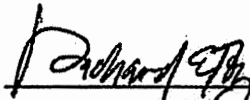
ITEM	DESCRIPTION	BID QUANTITY	UNIT PRICE	TOTAL PRICE	QUANTITY TO DATE	JOB % of BID QUANT	BILLED TO DATE
1	Labor / Equipment / Labor	1	\$10,000.00	\$10,000.00	1.0000	100.0%	\$10,000.00
		TOTALS:		\$10,000.00		100.0%	\$10,000.00

PAYMENT No. 1 - AMOUNT DUE:

\$10,000.00

SUPPORTING DOCUMENTATION: Invoice No. 1014 Dated October 4, 2017

RECOMMENDED FOR PAYMENT:


Richard E. Tdy, Project Manager

DISTRICT ENGINEER: KJELDTSEN, SINNOCK & NEUDECK, INC.
CIVIL ENGINEERS & LAND SURVEYORS

Dino and Son Ditching Service Inc.

(209) 471-0370

dinoandsonditchingserviceinc@yahoo.com

INVOICE

BILL TO

Reclamation District 828

P.O. Box 20

Stockton, Ca. 95201

INVOICE # 1014

DATE 10/04/2017

DUE DATE 11/03/2017

TERMS Net 30

ACTIVITY	QTY	RATE	AMOUNT
Mobilization Mobilization and demobilization	1	250.00	250.00
Levee clean-up 09/12 Mowed arundo on water side slope at various locations on the Smith Canal with a Case cx75 excavator with 36" brushhound mower attachment and one flag man	8	320.00	2,560.00
Levee clean-up 09/14 Mowed arundo on water side slope at various locations on the Smith Canal with a Case cx75 excavator with 36" brushhound mower attachment and two flag men	8	420.00	3,360.00
Levee clean-up 09/15 Hand cut arundo behind fences on the water side slope at the Smith Canal and hauled it off to the dumps with three laborers and a 3/4 ton truck with 5 yard dump trailer	8	320.00	2,560.00
Levee clean-up 09/15 Loaded arundo off levee slope into dump trailer with Bobcat E45 excavator at Smith Canal	6	195.00	1,170.00
Dump fees Dump fees for arundo	1	100.00	100.00

Contract Number
828-01-31-17-01

BALANCE DUE

\$10,000.00

Check Date: 11/01/2017

Vendor Number: 0000001600

Check No: 00884529

PU

Invoice Date	Invoice Number	Voucher ID	Gross Amount	Discount Taken	Paid Amount
10/19/2017	REC 828 10/19/17 1278	01938217	10,000.00	0.00	10,000.00
REC 828 DAN SCHROEDER VT					

Check Number	Date	Total Gross Amount	Total Discounts	Total Paid Amount
00884529	11/01/2017	10,000.00	0.00	10,000.00

THE BACK OF THIS DOCUMENT CONTAINS A TRUE WATERMARK. HOLD AT AN ANGLE TO VIEW.

COUNTY OF SAN JOAQUIN
 44 N. San Joaquin Street Suite 550
 Auditor-Controller
 Stockton CA 95202

COUNTY OF SAN JOAQUIN
 The Treasurer of San Joaquin County
 1800-488-2265

00884529

90-78/
1211

Date: 11/01/2017 Pay Amount : \$10,000.00***

THIS WARRANT VOID SIX MONTHS FROM THE DATE OF ISSUE

*****TEN THOUSAND AND XX/100 DOLLAR ****

Pay

To The
Order Of

DINO & SON DITCHING
 PO BOX 422
 HOLT CA 95234

Jerome C. Wilverding
 JEROME C. WILVERDING
 AUDITOR-CONTROLLER

Bank of the West

⑈00884529⑈ ⑆ 1 2 1 00 78 21 0 28 5 2 3 9 28 ⑈

**Arundo Removal
As Specified
CONTRACT NUMBER 828-01-31-17-01**

Dino & Son Ditching Service
2408 East 7th Street
Stockton, CA 95205

NOTICE TO PROCEED DATE: February 3, 2017

PROJECT COMPLETION DATE: March 9, 2017

PREPARED FOR:

RECLAMATION DISTRICT 828– Weber Tract
P.O. Box 20
Stockton, CA 95201

San Joaquin, CA

PREPARED BY:

KJELDSSEN, SINNOCK & NEUDECK, INC.
CIVIL ENGINEERS & LAND SURVEYORS

711 NORTH PERSHING AVENUE
STOCKTON, CALIFORNIA 95203-2152
TELEPHONE NUMBER: (209) 946-0268
FAX NUMBER: (209) 946-0296

January 31, 2017

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Job Number 1204-9017-04-001
Contract Number 828-01-31-17-01
Reclamation District No. 828
Weber Tract

**00500D
CONTRACT
UNDER \$25,000
(State Funding)**

This agreement made and entered this 31st day of January, 2017 by and between Reclamation District No. 828 – Weber Tract hereinafter DISTRICT and Dino & Son Ditching Service, hereinafter CONTRACTOR.

For and in consideration of the payments hereinafter specified to be made by DISTRICT, CONTRACTOR agrees at its own proper cost and expense, to do and/or provide the following in accordance with applicable plans and specifications and as directed by DISTRICT:

Remove Arundo from District Levee See Appendix D – Plans.

The total accepted bid/proposal price not to exceed: \$10,000.00. The total and final accepted price will be based upon the completed work items and quantities accepted at the unit prices specified.

Except for retention earnings, if withheld, payment shall be made for all undisputed and properly submitted payment requests within 30 days after approval. Retention earnings shall be paid within 60 days after the date of completion. Retention earnings shall be five percent (5%) of each amount approved for payment. Up to one hundred fifty percent (150%) of disputed amounts may be withheld until resolution of the dispute. Payment for disputed amounts will be made within 30 days after resolution of the dispute.

Monthly and final invoices and payments shall be in accordance with applicable articles in the General Conditions and Special Provisions of the Contract Documents. Contract payments will not be made when payroll records are delinquent or inadequate.

CONTRACTOR shall be responsible for its own work, property and/or materials until completion and final acceptance of the work by the DISTRICT. In the event of loss or damage, it shall proceed promptly to make repairs or replacement of the damaged work, property and/or materials at its own expense, as directed by the DISTRICT. CONTRACTOR waives all rights CONTRACTOR might have against DISTRICT for loss of or damage to CONTRACTOR'S work, property or materials. Payment shall not be construed as a waiver of this or of any other terms of the Contract.

CONTRACTOR shall pay for all material, labor, taxes, insurance and other claims, liabilities, and obligations of any nature arising from any aspect of its work performed under this Contract, and shall furnish satisfactory evidence of such payments upon request of DISTRICT. CONTRACTOR agrees to indemnify, defend and hold harmless the DISTRICT from all suits, liens, or other claims of any nature arising from its failure to make such payments.

CONTRACTOR shall provide and maintain at all times during the performance the following insurance:

Comprehensive General Liability insurance including Personal Injury, Property Damage, and Contractor's Contractual Liability covering all damages including personal injury and property damage arising out of or relating to performance of this contract by Contractor and its agents and Subcontractors (all including but

not limited to work performance and operation of automobiles, trucks and other vehicles) with limits of a minimum of \$1,000,000 per occurrence but not less than Contractor's actual and underlying policy limits, protecting CONTRACTOR, DISTRICT and STATE as provided herein.

Said policies shall name DISTRICT, THE STATE OF CALIFORNIA, DEPARTMENT OF WATER RESOURCES, CENTRAL VALLEY FLOOD PROTECTION BOARD and their respective officers, officials, agents, employees and volunteers as additional insureds (hereinafter collectively INDEMNIFIED PARTIES). All liability insurance shall be provided by California admitted carriers with an A- or better rating. Certificates of said insurance shall be provided to DISTRICT upon award of contract and upon all renewals of said policies.

Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, terminated by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to DISTRICT.

In the event of threatened cancellation for non-payment of premium, DISTRICT may pay it for CONTRACTOR and deduct the same payment from amounts then or subsequently owing to CONTRACTOR hereunder.

Worker's Compensation insurance meeting the requirements of both the State of California and the Federal Longshoreman's and Harbor Worker's Act to the extent applicable.

CONTRACTOR shall furnish evidence of such insurance to DISTRICT.

CONTRACTOR specifically obligates itself in the following respects (and this agreement is made upon such express condition), to wit:

CONTRACTOR shall be responsible for any liability imposed by law and for injuries to or death of any person including but not limited to workmen and the public, or damage to property resulting from defects or obstructions or from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance.

CONTRACTOR shall indemnify and save harmless the INDEMNIFIED PARTIES connected with the work from all claims, suits or actions of every name, kind and description, brought for, or on account of, injuries to or death of any person including but not limited to workmen and the public, or damage to property resulting from the construction of the work or by or in consequence of any negligence in guarding the work, use of improper materials in construction of the work, or by account of any act or omission by CONTRACTOR or his agents during the progress of the work or at any time before its completion and final acceptance, except for matters arising from the sole negligence or willful misconduct of the indemnified parties.

CONTRACTOR shall be fully and exclusively responsible for and shall pay when due any and all applicable contributions, allowances or other payments or deductions, however termed, required by union labor agreements now or hereafter in force.

CONTRACTOR shall indemnify INDEMNIFIED PARTIES against, and save it harmless from any and all loss, damage, costs, expenses and attorney's fees suffered or incurred on account of any breach of the aforesaid obligations and covenants, and any other provisions or covenants of this Contract. At any time before final settlement or adjudication of any loss, damage, liability, claim, demand, suit or cause of action for which CONTRACTOR hereby agrees to indemnify and save INDEMNIFIED PARTIES harmless, DISTRICT may withhold from any payments due or to become due under this Contract the reasonable

value thereof, as determined by DISTRICT, except for matters arising from the sole negligence or willful misconduct of the DISTRICT.

CONTRACTOR specifically agrees that it is, or prior to the start of work hereunder will become, a CONTRACTOR and an employing unit subject as an employer, to all applicable Unemployment Compensation Statutes.

CONTRACTOR further agrees as regards, (a) the production, purchase and sale, furnishing and delivering, pricing, and use or consumption of materials, supplies and equipment, (b) the hire, tenure or conditions of employment of employees and their hours of work and rates of and the payment of their wages, and (c) the keeping of records, making of reports, and the payment, collection, and/or deduction of Federal, State and Municipal taxes and contributions that CONTRACTOR will keep and have available all necessary records and make all payments, reports, collections, deductions, and otherwise do any and all things so as to fully comply with all Federal, State and Municipal laws, ordinances, regulations, and requirements in regard to any and all said matters insofar as they affect or involve the CONTRACTOR'S performance of this Contract, all so as to fully relieve DISTRICT from and protect it against any and all responsibility or liability therefor or in regard thereto.

In accordance with the provisions of Section 1770 et seq. of the Labor Code, CONTRACTOR shall conform to the general prevailing rate of per diem wages as determined by the Director of Industrial Relations. Copies of the prevailing rate of per diem wages are on file at the office of the State's Department of Industrial Relations, Division of Labor Standards, Bureau of Field Enforcement Office and will be made available upon request or may be obtained at www.dirca.gov/DLSR/statistics_research.html.

CONTRACTOR shall provide certified payrolls and related reports as directed by DISTRICT. DISTRICT will provide CONTRACTOR with the addresses and requirements for submission.

Attached hereto is **Appendix A** which contains various labor law and other requirements together with copies of particular Labor Code sections. The requirements set forth therein are incorporated into the Contract as if set forth in full herein and shall in the event of inconsistency; supersede any other provisions in the contract.

CONTRACTOR shall pay all required elements of per diem wages in accordance with Section 1773 et seq. of the Labor Code. Contract payments shall not be made when payroll records are delinquent or inadequate.

IF CONTRACTOR should commence any proceeding under the Bankruptcy Act, or if CONTRACTOR be adjudged a bankrupt, or if CONTRACTOR should make any assignment for the benefit of creditors, or if a receiver should be appointed on account of CONTRACTOR'S insolvency, then the DISTRICT may, without prejudice to any other right or remedy, terminate the Contract and complete the work by giving notice to CONTRACTOR and his surety according to the provisions set forth herein. CONTRACTOR'S Surety shall have the right to complete the work by commencing work within 30 days as specified herein; and, in the event CONTRACTOR'S Surety fails to commence work within 30 days, DISTRICT shall have the right to complete, or cause completion of the work all as specified herein.

IF CONTRACTOR should abandon the work under this Contract, or if the Contract or any portion of the Contract should be sublet or assigned without the consent of the DISTRICT, or if the ENGINEER should be of the opinion that the conditions of the Contract in respect to the rate of progress of the work are not being fulfilled or any part thereof is unnecessarily delayed, or if CONTRACTOR should willfully violate or breach, or fail to execute in good faith, any of the terms or conditions of the Contract, or if CONTRACTOR should persistently refuse or fail to supply enough properly skilled labor or materials, or fail to make prompt payment to Subcontractors for material or labor, or persistently disregard laws, ordinances or proper instruction or orders of the ENGINEER, then, notwithstanding any provision to the contrary herein,

the DISTRICT may give CONTRACTOR written notification to immediately correct the situation or the Contract shall be terminated.

In the event that such notice is given, and, in the event such situation is not corrected, or satisfactory arrangement for correction is not made, within 10 days from the date of such notice, the CONTRACTOR shall upon the expiration of said 10 days cease and terminate. DISTRICT may take over the work and prosecute the same to completion by Contract, or otherwise, for the account and at the expense of CONTRACTOR.

In the event DISTRICT completed the work, or causes the work to be completed, as aforesaid, no payment of any sum shall be made to CONTRACTOR until the work is complete. The cost of completing the work, including but not limited to, extra contract costs, the costs of DISTRICT forces, extra costs of administration and management incurred by DISTRICT, either direct or indirect, shall be deducted from any sum then due, or which becomes due, to CONTRACTOR from DISTRICT. If no sum sufficient to pay the difference between sums due to CONTRACTOR from DISTRICT and the cost of completing work, and there is a sum remaining due to CONTRACTOR after DISTRICT deducts the aforementioned costs of completing the work, the DISTRICT shall thereupon pay such sum to CONTRACTOR.

No act by DISTRICT before the work is finally accepted including, but not limited to, exercise of other rights under the Contract, actions at law or in equity, extensions of time, payments, claims of liquidated damages, occupation or acceptance of any part of the work, waiver of any prior breach of the Contract or failure to take action pursuant to this paragraph upon the happening of any prior default or breach by CONTRACTOR shall be construed to be a waiver or to stop DISTRICT from acting pursuant to this paragraph upon any subsequent event, occurrence or failure by CONTRACTOR to fulfill the terms and conditions of the Contract. The rights of DISTRICT pursuant to this paragraph are cumulative and in addition to all other rights of DISTRICT pursuant to this Contract and at law or in equity.

Under California Government Code, Section 4215, "Responsibility of Public Agency", the CONTRACTOR shall be compensated for the costs of locating, repairing damage not due to the failure of the CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. The CONTRACTOR shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the public agency or the OWNER of the utility to provide for removal or relocation of such utility facilities. CONTRACTOR shall prior to any excavation notify (USA) Underground Service Alert to verify the location of underground utilities.

Under California Public Contract Code, Section 6109, "Ineligible and Debarred Subcontractors", the CONTRACTOR is prohibited from performing work on a public works project with a Subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the California Labor Code.

California Public Contract Code, Section 22300, provides for substitution of securities for withheld funds with a required form of escrow agreement: The CONTRACTOR is permitted the substitution of securities for any moneys withheld by a public agency to ensure performance under a contract.

This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or

certified mail addressed to the parties at the addresses below or delivered by fax or email.

This Contract shall be interpreted and governed by the laws of the State of California.

Any action arising out of this Contract shall be brought in San Joaquin County, California, regardless of where else venue may lie.

In any action brought by either party to enforce the terms of this Contract, each party shall bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

CONTRACTOR agrees to comply with the following:

- a) **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
- b) **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- c) **Employees of the CONTRACTOR:** Employees of the CONTRACTOR shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Cal. Gov't Code § 87100 et seq.

By signing this Contract, CONTRACTOR assures State and DISTRICT that it complies With the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C., 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

During the performance of this Contract, CONTRACTOR and its Subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. CONTRACTOR and Subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and Subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONTRACTOR and it Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Contract.

By signing this Contract, CONTRACTOR hereby certifies under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code Section 8355(a)(1).
- b) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
 1. The dangers of drug abuse in the workplace,
 2. CONTRACTOR's policy of maintaining a drug-free workplace,
 3. Any available counseling, rehabilitation, and employee assistance programs, and
 4. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations
- c) Provide as required by Government Code Sections 8355(a)(3), that every employee, contractor, and/or subcontractor who works under this Contract:
 1. Will receive a copy of DISTRICT's drug-free policy statement (APPENDIX B), and
 2. Will agree to abide by terms of CONTRACTOR's condition of employment, contract or subcontract.

Suspension of Payments: This Contract may be subject to suspension of payments or termination, or both, and CONTRACTOR may be subject to debarment if the State determines that:

- a) CONTRACTOR or its Subcontractors have made a false certification, or
- b) CONTRACTOR or its Subcontractors violate the certification by failing to carry out the requirements noted above.

CONTRACTOR, by signing this Contract, hereby acknowledges the applicability of Government Code 16645 through 16649 to this Contract. Furthermore, CONTRACTOR, by signing this Contract, hereby certifies that:

- a) No State funds disbursed by this Contract will be used to assist, promote, or deter union organizing.
- b) CONTRACTOR shall account for funds disbursed for a specific expenditure by this Contract to show those funds were allocated to that expenditure.
- c) CONTRACTOR shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
- d) If CONTRACTOR makes expenditures to assist, promote, or deter union organizing,

CONTRACTOR will maintain records sufficient to show that no State funds were used for those expenditures and that CONTRACTOR shall provide those records to the Attorney General upon request.

CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the local public entity, 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 from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.
- c) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract

DISTRICT shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.

That, in the event that a dispute arises between the DISTRICT and the CONTRACTOR 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, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

DISTRICT: Reclamation District No. 828
Weber Tract

By  _____

Bill Mendelson
Board President
Reclamation District 828 - Weber Tract
P.O. Box 20
Stockton, CA 95201

2099412223

CONTRACTOR: Dino & Son Ditching Service

By  _____

Teofilo Macias
Owner
2408 East 7th Street
Stockton, CA 95205

Work: (209) 943-6070
Cell:

Appendix A

Additional Labor Law and Other Requirements

APPENDIX A

Additional Labor Law and Other Requirements

The federal and state labor law requirements applicable to the contract are composed of but not limited to the following:

1. Payment of prevailing wage rates.

The Contractor to whom the Contract is awarded and its Subcontractors hired for the public works project are required to pay the specified general prevailing wage rate to all workers employed in the execution of the contract. The Contractors shall pay prevailing wages under Labor Code Section 1770 et seq. UNLESS NOTIFIED IN WRITING BY District that the project does not exceed applicable exemption amounts.

The Contractor shall comply with Labor Code Section 1775, "Forfeiture for paying less than prevailing wage rates; Amount of penalty; Payments to workers; Liability of Prime Contractor; Notification of complaint".

The Contractor is responsible for ascertaining and complying with all current general prevailing wage rates for crafts and any rate changes that occur during the life of the contract. Information on all prevailing wage rates and all rate changes are to be posted at the job site for all workers to view.

NO CONTRACTOR OR SUBCONTRACTOR MAY BE LISTED ON A BID PROPOSAL FOR A PUBLIC WORKS PROJECT (SUBMITTED ON OR AFTER MARCH 1, 2015) UNLESS REGISTERED WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) PURSUANT TO LABOR CODE SECTION 1725.5. To register log on to the DIR website. <https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRRegistrationForm>

ALL CONTRACTORS AND SUBCONTRACTORS MUST FURNISH ELECTRONIC CERTIFIED PAYROLL RECORDS DIRECTLY TO THE LABOR COMMISSIONER (aka DIVISION OF LABOR STANDARDS ENFORCEMENT).

2. Apprentices

It is the duty of the Contractor and the Subcontractors to employ registered apprentices on the public works project under Labor Code Section 1777.5.

3. Penalties, Forfeitures and Debarment

There are penalties required for Contractor and Subcontractor failure to pay prevailing wage rates (for non exempt projects) and for failure to employ apprentices including forfeitures and debarment under Labor Code Sections 1775, 1777.5, 1777.7 and 1813.

4. Certified Payroll Records

Contractors and Subcontractors are required to keep accurate payroll records showing the name, address, social security number and work classification of each employee and owner performing work, the straight time and overtime hours worked each day and each week, the fringe benefits, and the actual per diem wage paid to each owner, journey person, apprentice worker or other employee hired for the public works project under Labor Code Section 1776.

Employee payroll records shall be certified and shall be made available for inspection at all reasonable hours at the principal office of the Contractor or Subcontractor or shall be furnished to any employee, or

his/her authorized representative on request, according to Labor Code Section 1776. There are penalties for failure to do so under Labor Code Section 1776.

Each Contractor and Subcontractor shall upon request by District submit its certified payroll record to the Department of Industrial Relations, Compliance Management Unit (CPU) and if requested to District or District's labor compliance person on a weekly basis. The records shall be submitted via CMU's electronic certified payroll reporting (eCPR) or other manner specified by District. If there was no work performed during a given week, the certified payroll may be annotated: "no work" for that week.

5. Nondiscrimination in Employment

Employment discrimination is prohibited under Labor Code Sections 1735 and 1777.6, the government code, the public contracts code and the Civil Rights Act of 1964, as amended. All Contractors and Subcontractors are required to implement equal employment opportunity employment practices for women and minorities as delineated below:

A. Equal Employment Poster

The equal employment poster shall be posted at the job site in a conspicuous place, available to employees and applicants for employment and shall remain posted for the duration of the project.

6. Kickbacks Prohibited

Contractors and Subcontractors are prohibited from accepting, taking wages illegally or extracting "kickback" from employee wages under Labor Code Section 1778.

7. Acceptance of Fees Prohibited

Contractors and Subcontractors are prohibited against accepting fees for registering any person for public work under Labor Code Section 1779 or for filling work orders on public works under Labor Code Section 1780.

8. Listing of Subcontractors

All Prime Contractors are required to list properly all Subcontractors hired to perform work on the public works project, according to Public Contract Code Section 4100 et seq.

9. Ineligible and Debarred Subcontractors

Under Public Contract Code Section 6109, the Contractor is prohibited from performing work on a public works project with a Subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the California Labor Code.

10. Proper Licensing

Contractors are required to be properly licensed and must require that all Subcontractors be properly licensed. Penalties are required for employing workers while unlicensed under Labor Code Section 1021 and under the California Contractors License Law found at Business and Professions Code 7000 et seq.

11. Unfair Competition Prohibited

Contractors and Subcontractors are prohibited from engaging in unfair competition as specified under Business and Professional Code Sections 17200 to 17208.

12. Workers Compensation Insurance

Labor Code Section 1861 requires Contractors and Subcontractors to be properly insured for worker's compensation in accordance with the provisions of Labor Code Section 3700.

13. OSHA

Contractors and Subcontractors are required to abide by the Occupational, Safety and Health laws and regulations that apply to the particular construction project.

14. Undocumented Workers

Federal law prohibits the hiring of undocumented workers and requires that employers secure proof of eligibility from all workers.

15. Wage Statements

Employers must provide itemized wage statements to employees under Labor Code Section 226.

16. Americans with Disabilities Acts

Contractors must comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C., 12101 et seq.)

17. Particular Labor Code Sections

Labor Code Sections 1771, 1775, 1776, 1777.5, 1813 and 1815 provide as follows:

§ 1771. Payment of general prevailing rate

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

§ 1775. Penalties for violations

(a)(1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

(2)(A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:

(i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

(B)(i) The penalty may not be less than forty dollars (\$40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) The penalty may not be less than eighty dollars (\$80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

(iii) The penalty may not be less than one hundred twenty dollars (\$120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.

(C) If the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.

(D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.

(E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.

(b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

(1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of this section and Sections 1771, 1776, 1777.5, 1813, and 1815.

(2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

(3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

(4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.

(c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

§ 1776. Payroll records; retention; inspection; agencies entitled to receive nonredacted copies of certified records; noncompliance penalties; rules and regulations

(a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

(c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978

(29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. A joint labor management committee may maintain an action in a court of competent jurisdiction against an employer who fails to comply with Section 1774. The court may award restitution to an employee for unpaid wages and may award the joint labor management committee reasonable attorney's fees and costs incurred in maintaining the action. An action under this subdivision may not be based on the employer's misclassification of the craft of a worker on its certified payroll records. Nothing in this subdivision limits any other available remedies for a violation of this chapter.

(f)(1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

§ 1777.5. Employment of registered apprentices; wages; standards; number; apprenticeable craft or trade; exemptions; contributions

(a) Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.

(b) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to

written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

(1) The apprenticeship standards and apprentice agreements under which he or she is training.

(2) The rules and regulations of the California Apprenticeship Council.

(d) When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates where the contractor agrees to be bound by those standards, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Chief of the Division of Apprenticeship Standards, upon application of an apprenticeship

program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this section that has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or that has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Chief of the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

(1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

(2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.

(3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.

(4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m)(1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

(2) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Division of Apprenticeship Standards for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows:

(A) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program

shall be made.

(B) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and geographic area for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices registered in each program.

(C) All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of the Division of Apprenticeship Standards.

(3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Upon appropriation by the Legislature, all money in the Apprenticeship Training Contribution Fund shall be used for the purpose of carrying out this subdivision and to pay the expenses of the Division of Apprenticeship Standards.

(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

(o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).

(p) All decisions of an apprenticeship program under this section are subject to Section 3081.

§ 1813. Forfeiture for violations; contract stipulation; report of violations

The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

§ 1815. Overtime

Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay.

Appendix B

Drug-Free Workplace Policy

APPENDIX B

RECLAMATION DISTRICT NO. 828 (RD)

DRUG-FREE WORKPLACE POLICY

NOTIFICATION

The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited. Violation on the Reclamation District jobs or premises is subject to the actions as set forth in this Drug-Free Workplace Policy.

Purpose and Goal

RD is committed to protecting the safety, health and wellbeing of all employees and other individuals in our workplace. RD recognizes that alcohol abuse and drug use pose a significant threat to our goals. RD has established a drug-free workplace program that balances our respect for individuals with the need to maintain an alcohol and drug-free environment.

- RD encourages employees to voluntarily seek help with drug and alcohol problems.

Covered Workers

Any individual who conducts business for the RD, is applying for a position or is conducting business on the RD's property is covered by the RD's drug-free workplace policy. RD policy includes, but is not limited to executive management, managers, supervisors, full-time employees, part-time employees, contractors and subcontractors.

Applicability

RD drug-free workplace policy is intended to apply whenever anyone is representing or conducting business for the RD. Therefore, this policy applies during all working hours, whenever conducting business or representing the RD, while on call, paid standby, while on RD property and at RD-sponsored events.

Prohibited Behavior

It is a violation of RD drug-free workplace policy to use, possess, sell, trade, and/or offer for sale alcohol, illegal drugs or intoxicants.

Prescription and over-the-counter drugs are not prohibited when taken in standard dosage and/or according to a physician's prescription. Any employee taking prescribed or over-the-counter medications will be responsible for consulting the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with safe performance of his/her job. If the use of a medication could compromise the safety of the employee, fellow employees or the public, it is the employee's responsibility to use appropriate personnel procedures (e.g., call in sick, use leave, request change of duty, notify supervisor, notify company doctor) to avoid unsafe workplace practices.

The illegal or unauthorized use of prescription drugs is prohibited. It is a violation of RD drug-free workplace policy to intentionally misuse and/or abuse prescription medications. Appropriate disciplinary action will be taken if job performance deterioration and/or other accidents occur.

Notification of Convictions

Any employee who is convicted of a criminal drug violation in the workplace must notify the RD in writing within five calendar days of the conviction. The RD will take appropriate action within 30 days of notification. Federal contracting agencies will be notified when appropriate.

Consequences

One of the goals of the RD drug-free workplace program is to encourage employees to voluntarily seek help with alcohol and/or drug problems. If, however, an individual violates the policy, the consequences are serious.

In the case of applicants, if he or she violates the drug-free workplace policy, the offer of employment can be withdrawn. The applicant may reapply after six months and must successfully pass a pre-employment drug test.

If an employee violates the policy, he or she will be subject to progressive disciplinary action and may be required to enter rehabilitation. An employee required to enter rehabilitation who fails to successfully complete it and/or repeatedly violates the policy will be terminated from employment. Nothing in this policy prohibits the employee from being disciplined or discharged for other violations and/or performance problems.

Assistance

RD recognizes that alcohol and drug abuse and addiction are treatable illnesses. Early intervention and support improve the success of rehabilitation. To support RD employees, RD drug-free workplace policy:

- Encourages employees to seek help if they are concerned that they or their family members may have a drug and/or alcohol problem.
- Encourages employees to utilize the services of qualified professionals in the community to assess the seriousness of suspected drug or alcohol problems and identify appropriate sources of help.

Treatment for alcoholism and/or other drug use disorders may be covered by an employee benefit plan. However, the ultimate financial responsibility for recommended treatment belongs to the employee.

Confidentiality

All information received by the RD through the drug-free workplace program is confidential communication. Access to this information is limited to those who have a legitimate need to know in compliance with relevant laws and management policies.

Shared Responsibility

A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. Both employees and management have important roles to play.

All employees are required to not report to work or be subject to duty while their ability to perform job duties is impaired due to on- or off-duty use of alcohol or other drugs.

In addition, employees are encouraged to:

- Be concerned about working in a safe environment.
- Report dangerous behavior to their supervisor.

It is the supervisor's responsibility to:

- Inform employees of the drug-free workplace policy.
- Observe employee performance.
- Investigate reports of dangerous practices.
- Document negative changes and problems in performance.

Communication

Communicating RD drug-free workplace policy to both supervisors and employees is critical to the success of the program. To ensure all employees are aware of their role in supporting the RD drug-free workplace program all employees are to receive a written copy of this policy.

**DOCUMENT 00700
GENERAL CONDITIONS**

SECTION 1 - GENERAL

1.01 GENERAL

- A. Unless the context otherwise requires, whenever in the specifications and other contract documents the following terms are used, the intent and meaning shall be interpreted as provided herein.
- B. Working titles having a masculine gender, and the pronoun "he" are utilized in the specifications for sake of brevity, and are intended to refer to persons of either sex.

SECTION 4 - CONTROL OF WORK

4.01 AUTHORITY OF ENGINEER

- A. The Engineer shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; all questions which may arise as to the interpretation of the Contract; all questions as to the acceptable fulfillment of the contract on the part of the Contractor; and all questions as to claims and compensation. The Engineer's decision shall be final and he shall have executive authority to enforce and make effective such decisions and orders which the Contractor fails to carry out promptly.

4.02 INSPECTION

- A. The Engineer shall at all times have safe access to the work during construction, and shall be furnished with every reasonable facility for ascertaining that the materials and workmanship are in accordance with the requirements and intentions of the Contract. All work done and all materials furnished shall be subject to inspection.
- B. Whenever the Contractor varies the period which work is carried out, notice shall be given the Engineer, so that inspection may be provided. Any work done in the absence of the Engineer, may be subject to rejection.
- C. The inspection of the work or material shall not relieve the Contractor of any of his obligation to fulfill the contract as prescribed. Work or materials not meeting such requirements shall be made good, notwithstanding the fact that such work or materials have been previously inspected by the Engineer or the payment therefore has been included in a progress estimate.
- D. Projects financed in whole or in part with City, County, State and/or Federal funds shall be subject to inspection at all times by the agencies involved.

SECTION 5 - CONTROL OF MATERIALS

5.01 STORAGE OF MATERIALS

- A. Articles or materials to be incorporated in the work shall be stored in such a manner as to insure the preservation of their quality and fitness for the work, and to facilitate their inspection.

SECTION 6 - LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

6.01 LAWS TO BE OBSERVED

- A. The Contractor shall keep himself fully informed of all existing and future State and Federal laws and all County, Municipal, Local and Special District laws, ordinances and regulations which 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 the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor shall at all times observe and comply with, and shall cause all his agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees of bodies or tribunals having any jurisdiction or authority over the work; and shall protect and indemnify the District, and all officers and employees thereof connected with the work, including the Engineer, against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees. If any discrepancy or inconsistency is discovered in the plans, specifications, or contract for the work in relation to any such law, ordinance, regulation, order, or decree the Contractor shall forthwith report the same to the Engineer in writing.

6.02 PERMITS AND LICENSES

- A. The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

SECTION 7 - PROSECUTION AND PROGRESS

7.00 TIME OF COMPLETION - February 3, 2017 to March 9, 2017

- A. The Contractor shall complete all or any designated portion of the work called for under the contract within a 22 working day time frame within the dates indicated above.

SECTION 8 - MEASUREMENT AND PAYMENT

8.01 PARTIAL PAYMENTS

- A. Once each month the Contractor may submit to Engineer a payment request showing the total amount of work done and the amount requested. The related delivery tags shall accompany any other documentation required to substantiate completion of the work.

- B. The Engineer for partial payment purposes shall determine the value of the work completed. The Engineer may require the Contractor to submit a monthly statement indicating the status of completion of each item of work and accompanied by such documentation as be required to substantiate the completion of work

8.02 FINAL PAYMENT

- A. After the completion and acceptance of the work by the District, the Engineer will make a final estimate of the amount of work done there under, and the value of such work, and the District shall pay the entire sum so found to be due after deducting there from all previous payments and all amounts to be kept and all amounts to be retained under the provisions of the Contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.
- B. It is mutually agreed between the parties to the Contract that no certificates given or payments made under the Contract, except the final certificate or final payment, shall be conclusive evidence of the performance of the Contract, either wholly or in part, against any claim of the party of the first part, and no payment shall be construed to be an acceptance of any defective work or improper materials.
- C. The Contractor further agrees that the payment of the final amount due under the contract, and the adjustment and payment for any work done in accordance with any alterations of the same, shall release the District and the Engineer from any and all claims or liability on account of work performed under the contract or any alteration thereof.

END OF SECTION 00700

Appendix C

Routine Maintenance Agreement

AGREEMENT FOR
ANNUAL ROUTINE LEVEE MAINTENANCE5/29/96
RMA

This Agreement, entered into between the State of California Department of Fish and Game, hereinafter called the Department and Reclamation District No. 828 (Weber Tract) hereinafter called the District is as follows:

WHEREAS, the Department is charged with the protection and enhancement of fish and wildlife resources of the State of California.

WHEREAS, the District is the governmental agency created for the purpose of maintenance, protection, or repair of its reclamation works which include without limitation levees, dredger cuts, borrow pits, canals, ditches, pumping plants, gates, fences, and other works.

WHEREAS, pursuant to Section 50652 of the Water Code, the Board of Trustees of the District is to exercise general supervision and complete control over the construction, maintenance, and operation of the District reclamation works.

WHEREAS, the Department contends pursuant to Section 1600 et seq. of the California Fish and Game Code, the District must first notify the Department of its intentions to divert or obstruct the natural flow of; or change the bed, channel, or bank; or use material from streambeds designated by the Department.

WHEREAS, the Department contends that Section 1600 et seq. of the Fish and Game Code applies to the levees, dredger cuts, and other waterways of the District from the waterward side of the levee from the crown to the water and all areas in the wetted channel.

WHEREAS, the District contends that section 1600 et seq. of the Fish and Game does not apply to the levees, dredger cuts, and other works of the District.

WHEREAS, both the Department and the district desire to have the subject activity move forward without any prejudice to their respective contentions as to the application of Fish and Game Code Section 1600 et seq.

THEREFORE, it is agreed as follows:

This agreement shall not constitute a waiver of the contentions of either party as to the application of Fish and Game Code Section 1600 et seq. and shall be without prejudice to such contentions.

Activities other than those outlined in this agreement or which do not meet the criteria for routine maintenance shall require a site specific Streambed Alteration Agreement pursuant to Section 1600 of the Fish and Game Code.

If Special Status species exist, the locations of these species shall be clearly marked to help equipment operators avoid adverse impacts to these species. Flagging or other suitable material shall be placed within 50 feet from such locations and shall be sufficient to delineate area boundaries and help equipment operators avoid adverse impacts to these species. Appendix A,

which is a list of Special Status species, is provided as information. These provisions shall also apply to the elderberry (*Sambucus* spp.), host plant for the valley elderberry longhorn beetle.

If adverse impacts to Special Status species are unavoidable due to levee maintenance requirements, prior to commencing work operations it will be necessary to consult with appropriate agencies and develop a plan to mitigate or avoid adverse impacts as required.

All projects which will occur within 50 feet of the locations of any State or Federally listed Rare, Candidate, Threatened, or Endangered (Special Status) species shall require fourteen (14) days prior written notification to Department of Fish and Game (Region II, Attention: Delta Levees Project) of the work to be performed in the flagged area. If the work requires further permitting under California Endangered Species Act, then such permit will be required prior to commencement of the work. Prior to 60 days after commencement of this agreement District shall file with the Department an initial Habitat Assessment or equivalent document meeting requirements set forth in Appendix B. For applicants who have not submitted such documents prior to July 1, 1992, work under this agreement shall not commence until the Department has received and approved the initial Habitat Assessment or equivalent document described above; provided however, if the Department does not notify the applicant of the shortcomings of such Habitat Assessment or equivalent document within twenty (20) days of receipt, then such assessment or equivalent document shall be deemed approved.

Routine annual maintenance is defined as "repetitious activities carried out on an annual basis as part of an ongoing levee maintenance program".

It is agreed that the District may conduct the routine maintenance activities which are specified in and under the terms and conditions in this agreement as follows:

1. Removal of vegetation and debris, including sediment and rocks, to ensure proper functioning of existing water and flood control devices including, but not limited to, culverts, bridges, and streamflow measuring stations.
2. Cleaning, repairing, raising, modifying, and replacing flap gates, discharge pipes, siphons, weirs, drop structures, or other existing water control devices.
3. Removal of flood deposited woody or herbaceous vegetation, and associated debris, which significantly reduce channel capacity.
4. Repair or replacement of existing bank protection materials with clean quarry rock, broken concrete free of exposed rebar, gabions, and replacement of concrete slope paving and channel lining, pipe and weir revetments, articulated concrete mats, and other similar materials. Asphalt shall not be considered an acceptable material. Such repair work shall minimize excavation and placement of earth fill.
5. Removal of soil, debris, rubbish and other material from channels whose sides and bottom are lined with concrete.
6. All cleared material shall be disposed of above the high water level and outside the riparian zone on the land side of the levee.

7. Minor sandblasting and painting may be performed as necessary, provided paint, rebound, and related materials do not enter waters of the State. Chipped paint and rebound materials shall be contained, removed, and disposed of at an appropriate disposal site.
8. Extermination of burrowing rodents and filling their burrows with compacted material. Except as to the filling of beaver and muskrat dens near the waterline no filling of burrows in burrowing owl areas, as designated by the Department, shall take place during the period of March 15 through August 15.
9. Shaping the levee crown to drain freely.
10. Repairing and shaping patrol or access road and controlling the weight and speed of all vehicles using patrol roads on the levee crown.
11. Repairing minor slipouts, erosion, or subsidence of the levee section up to 100 linear feet (and 1200 linear feet per year)*; provided however, that vegetation will be permitted to reestablish itself on these repaired sections. Thereafter, control will be in conformance with paragraph 13 below. Dredging to accomplish these minor repairs shall be conducted only when such work is also permitted under the authority of a U.S. Army Corps of Engineers' permit. A copy of this permit must be in the possession of all contractors and sub-contractors at dredging work sites.
12. Removing deposits, debris, and litter from the levee and the berm.
13. Controlling vegetation on the waterside levee slope, which shall include applying permitted herbicides and cutting or trimming vegetative growth such as weeds, brush, berry vines, and trees to the extent necessary to inspect and maintain the levee, subject to the following additional conditions;
 - A. Herbicides shall not be applied between March 15 and July 1 of each year, to protect ground-nesting birds and other breeding species of wildlife.
 - B. No soil sterilants shall be applied, except to control *Arundo donax* (Giant reed).
 - C. Except during the period of March 15 through June 30, removal of branches, stems, and shoots of weeds, brush, berry vines, and shrubs is allowed.
 - D. Except during the period of March 15 through June 30, trees under 2 inches and over 18 inches in diameter at 48 inches above the ground may be removed. Removal of trees over 18 inches in diameter shall be restricted to those trees determined by a California Registered Civil Engineer to constitute a threat to the levee. Pruning of branches up to 48 inches above the ground is allowed. When trees under 2 inches are removed the root system shall be left undisturbed. When tree over 18 inches are removed the root system can also be removed if necessary for levee purposes. Removal of trees over 2 inches in diameter but

* For Districts with more than 8.8 miles of levees, the total linear feet allowed shall be 136.36 linear feet times the number of miles of levee.

less than 4 inches in diameter 48 inches above the ground is a matter of dispute between the parties and such dispute may proceed to resolution as per Fish and Game Code 1600 et seq.

- 14. Removing or modifying encroachments that endanger the levee or interfere with maintenance of the levee.

A fee of \$111.00 shall be required for this agreement and the agreement is not in effect until receipt of this fee by the Department.

This agreement shall not be amended or modified in any way except by a written agreement duly executed by the Department and the District.

This agreement may be terminated by either party. Said termination shall become effective six (6) months after the party not initiating the termination has been duly notified in writing. Prior to sending the notice of termination, the parties agree to meet and confer in an effort to resolve their differences. If this effort is not successful, the parties agree to engage in a minimum of four (4) hours of mediation. A mediator will be agreed to by the parties or chosen by alternate striking from a list provided by the California Mediation Conciliation Service or the American Arbitration Association in San Francisco. The order of striking shall be determined by coin toss.

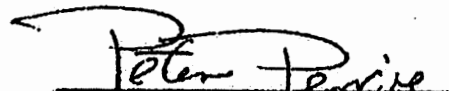
This agreement shall extend indefinitely until terminated by either party.

Department representatives, besides law enforcement personnel, shall be allowed access to existing and potential work locations during the term of this agreement.

If a net long-term loss of habitat results from the work allowed hereby, then mitigation will be covered through mitigation banking programs including SB 34 or by adding additional mitigation to mitigation required under site specific agreements between District and Department.



District Representative



Department Representative

BOARD PRESIDENT

Title

Environmental Specialist III

Title

RECLAMATION DISTRICT 828

Organization

Department of Fish and Game,
State of California

6-12-96

Date

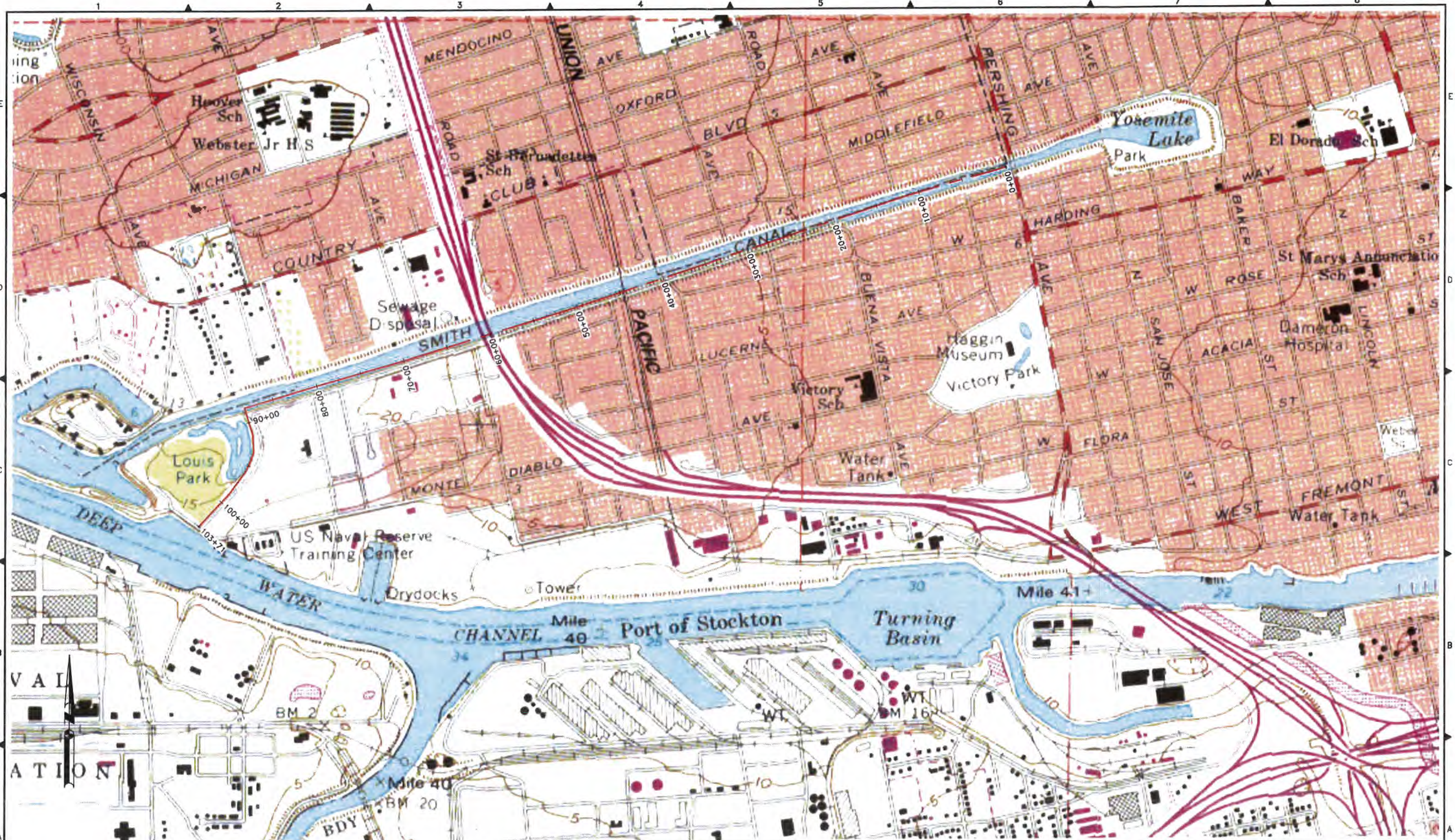
6-18-96

Date

Appendix D

Plans

FILE SPEC: P:\124_828-Weber_Tract_Base Map-RD 828.dwg
 PLOT DATE: Dec 05, 2010 - 1:40pm



K S N
KJELDSSEN
SINNOCK
NEUDECK
 INC. Civil Engineers
 and Land Surveyors

Post Office Box 844
 711 N. Pershing Avenue
 Stockton, CA 95201-0844
 Office: (209) 946-0288
 Faxes: (209) 946-0296
 E-mail: KSN@ksninc.com

RECLAMATION DISTRICT 828
WEBER TRACT
SAN JOAQUIN COUNTY, CALIFORNIA

BASE MAP

Revisions				
No.	Description	Date	By	App'd. By

Design	Scale	Date
Drawn EEA	1" = 500'	DECEMBER 2010
Check CHN	Original Drawing Scale 0 1/2" = 1"	Sheet Number 1 Of 1
		Project File No. 1204-0010

Project Information

FORM

Form Type: PWC-100 **Project Award Date:** 1/31/2017

AWARDING BODY INFORMATION

Name: Reclamation District No. 828, Weber Tract **Primary Contact:** Daniel Schroeder
Address: P.O. Box 20 **Primary Email:** recdistrict826@gmail.com
 Stockton, CA 95201 **Work Phone:** 2099488200

PROJECT INFORMATION

Project Name: Weber Tract Arundo Removal **Project #:** 1204-9017-04-001
Brief Description: Arundo Removal **Contract #:** 828-01-31-17-01
Contract Amount: \$10000.00 **Number of Prime Contractors:** 1
Total Project Cost: \$10000.00
Alternative Model: None Apply
Description of Location: Reclamation District 828 - Weber County: SAN JOAQUIN
 Tract:

Project Information 2

PWC-100

Project Name: Weber Tract Arundo Removal **Project #:** 1204-9017-04-001 **Contract #:** 828-01-31-17-01 **Status:** New Submission

PROJECT INFORMATION

Project Dates

First Advertised Bid: 1/23/2017 **Estimated or Actual Start:** 2/3/2017
Estimated or Actual Completion: 2/10/2017

Propositions

Will this project receive (or has it received) any funding from Proposition 84 (The Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006)? No
 Will this project receive (or has it received) any funding from Proposition 39 (California Clean Energy Jobs Act of 2012)? No

Compliance and Agreements:

Is language included in the Contract Award to effectuate the requirements of Section 1771, 1774 - 1776, 1777.5, 1813 and 1815 of the Labor Code? Yes
 Will you operate a DIR-Approved Labor Compliance Program(LCP) for this project? No
 Is there a Project Labor Agreement (PLA) associated with this project? No

Contractor Information

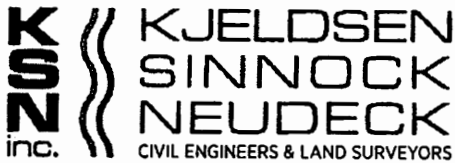
Project Manager

Email Address: rtoy@ksninc.com **Name:** Rick E Toy **Title:** Project Manager **Work Phone:** 209-946-0268 135

General Contractor1

CSLB/Certificate Number	NAME	Address	Email	Classification
1000027191	TEOFILO CORONEL MACIAS SR.	2408 E 7ST STREET STOCKTON, CA 95205	DINCANDSONDITCHING@YAHOO.COM	

Exhibit B



Stephen K. Sinnock, P.E.
 Christopher H. Neudeck, P.E.
 Neal T. Colwell, P.E.
 Barry O'Regan, P.E.

1204-9016-04
 02

LETTER OF TRANSMITTAL

November 8, 2017

TO: Mr. Daniel J. Schroeder
 Reclamation District No. 828
 P.O. Box 20
 Stockton, CA 95201-3020

FROM: Rick Toy

RE: 2017 Season Annual Weed Control

WE TRANSMIT THE FOLLOWING:

- | | | |
|---|--|---|
| <input type="checkbox"/> Drawings | <input type="checkbox"/> Shop Drawings | <input type="checkbox"/> Descriptions |
| <input type="checkbox"/> Specifications | <input type="checkbox"/> Agreements | <input checked="" type="checkbox"/> Invoice |
| <input type="checkbox"/> Letter | <input type="checkbox"/> Proposal | <input type="checkbox"/> |

FOR YOUR:

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> Approval | <input type="checkbox"/> Review & Comment | <input type="checkbox"/> Information |
| <input type="checkbox"/> Use | <input type="checkbox"/> Record | <input checked="" type="checkbox"/> Payment |

COPIES	DATE	DESCRIPTION
1	11/08/2017	KSN Payment Estimate No. 2
1	11/03/2017	Invoice # 11-1680 from Custom Spraying, Inc. - \$2,500.00

Dan,

The invoice for herbicide spraying is recommended for payment in the amount of \$2,500.00. If you have any questions, please contact us.

Respectfully Submitted,


 Richard E. Toy, Senior Inspector
 Kjeldsen, Sinnock & Neudeck, Inc.

cc: Christopher H. Neudeck (w/enclosure)
 Custom Spraying, Inc. (w/enclosure)

MONTHLY PROGRESS PAYMENT

Job No. 1204-9016-04-02
Contract No. 828-07-11-16-02
Date: November 8, 2017

RECLAMATION DISTRICT NO. 828, WEBER TRACT

JOB: 2017 Season Annual Weed Control

PROGRESS PAYMENT ESTIMATE NO. 2

CONTRACTOR: Custom Spraying, Inc.
Post Office Box 6364
Stockton, CA 95206

FOR WORK COMPLETED BY: October 31, 2017


ITEM	DESCRIPTION	BID QUANTITY	UNIT PRICE	TOTAL PRICE	QUANTITY TO DATE	JOB % of BID QUANT	BILLED TO DATE
1	Labor / Equipment / Labor	1	\$6,750.00	\$6,750.00	1.0000	100.0%	\$6,750.00
		TOTALS:		\$6,750.00		0.6%	\$6,750.00

Payment #1 \$4,250.00
Payment #2 \$2,500.00

PAYMENT No. 2 - AMOUNT DUE:

\$2,500.00

SUPPORTING DOCUMENTATION: Invoice No. 11-1680 Dated November 3, 2017

RECOMMENDED FOR PAYMENT: 
Richard E. Toy, Senior Inspector

DISTRICT ENGINEER: KJELDEN, SINNOCK & NEUDECK, INC.
CIVIL ENGINEERS & LAND SURVEYORS

Custom Spraying Inc.

P. O. Box 6364.
Stockton, ca.95206.
phone 209-481-3112
fax 209-464-6069

Invoice

Date	Invoice #
11/3/2017	11-1680

Bill To
REC-DIST #828 KJELDEN,SINNOCK&NEUDECK 711 N. PERSHING AVE. STOCKTON,CA 95201

Description	Amount
ANNUAL WEED CONTROL SERVICE 2017 SEASON (FINAL BILLING) FOR 2017	
LOCATION : REC-DIST#828 WEBER TRACT .STATIONS 19+00 TO 89+00	
SITES TREATED : BETWEEN PIXIE WOODS PARKING LOT TO INTERSTATE 5 AND CONTINUING EAST TO BUENA VISTA ,. WORK PERFORMED ON WATER SIDE. LEVEE ROAD PER CONTRACT # 828-07-11-16-02 / JOB#1204-9016-04-02 / STATION 19+00 TO 89-00.	
SEASONAL COST \$ 6,750.00 PAYMENT MADE \$4,250.00 (THANK YOU) THIS BILLING AND FINAL : \$2,500.00	2,500.00
	0.00
Total	\$2,500.00

Check Date: 01/29/2018

Vendor Number: 0000001401

Check No: 00918047

PU

Invoice Date	Invoice Number	Voucher ID	Gross Amount	Discount Taken	Paid Amount
01/23/2018	REC 828 1/23/18 1286	01971150	2,500.00	0.00	2,500.00

REC 828 P/U DAN SCHROEDER

Check Number	Date	Total Gross Amount	Total Discounts	Total Paid Amount
00918047	01/29/2018	2,500.00	0.00	2,500.00

THE BACK OF THIS DOCUMENT CONTAINS A TRUE WATERMARK. HOLD AT AN ANGLE TO VIEW.

COUNTY OF SAN JOAQUIN
 44 N. San Joaquin Street Suite 550
 Auditor-Controller
 Stockton CA 95202

COUNTY OF SAN JOAQUIN
 The Treasurer of San Joaquin County
 1800-488-2265

00918047

90-78/
1211

Date: 01/29/2018

Pay Amount :

\$2,500.00***

THIS WARRANT VOID SIX MONTHS FROM THE DATE OF ISSUE

****TWO THOUSAND FIVE HUNDRED AND XX/100 DOLLAR****

Pay

To The
Order Of

CUSTOM SPRAYING INC
 PO BOX 6364
 STOCKTON CA 95206

Jerome C. Wilverding
 JEROME C. WILVERDING
 AUDITOR-CONTROLLER

NOTE LINE IS MICRO-TYPE

**2017 Annual Weed Control
STATION 19+00 to 89+00
CONTRACT NUMBER 828-07-11-16-02**

Custom Spray Inc.
P.O. Box 6364
Stockton, CA 95206

**NOTICE TO PROCEED DATE: August 15, 2016
PROJECT COMPLETION DATE: October 31, 2017**

PREPARED FOR:

**RECLAMATION DISTRICT 828– Weber Tract
P.O. Box 20
Stockton, CA 95201**

San Joaquin, CA

PREPARED BY:

**KJELDSSEN, SINNOCK & NEUDECK, INC.
CIVIL ENGINEERS & LAND SURVEYORS**

**711 NORTH PERSHING AVENUE
STOCKTON, CALIFORNIA 95203-2152
TELEPHONE NUMBER: (209) 946-0268
FAX NUMBER: (209) 946-0296**

July 11, 2016

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Appendix C – Routine Maintenance Agreement Appendix C
Appendix D – Plans Appendix D

Job Number 1204-9016-04-03
Contract Number 828-07-11-16-02
Reclamation District No. 828
Weber Tract

**00500D
CONTRACT
UNDER \$25,000
(State Funding)**

This agreement made and entered this 11th day of July, 2016 by and between Reclamation District No. 828 – Weber Tract hereinafter DISTRICT and Custom Spray Inc., hereinafter CONTRACTOR.

For and in consideration of the payments hereinafter specified to be made by DISTRICT, CONTRACTOR agrees at its own proper cost and expense, to do and/or provide the following in accordance with applicable plans and specifications and as directed by DISTRICT:

Herbicide Spraying for Weeds, Arundo & Pampas Grass between Pixie Woods Parking Lot and Buena Vista See Appendix D – Plans.

The total accepted bid/proposal price not to exceed: \$6,750.00. The total and final accepted price will be based upon the completed work items and quantities accepted at the unit prices specified.

Except for retention earnings, if withheld, payment shall be made for all undisputed and properly submitted payment requests within 30 days after approval. Retention earnings shall be paid within 60 days after the date of completion. Retention earnings shall be five percent (5%) of each amount approved for payment. Up to one hundred fifty percent (150%) of disputed amounts may be withheld until resolution of the dispute. Payment for disputed amounts will be made within 30 days after resolution of the dispute.

Monthly and final invoices and payments shall be in accordance with applicable articles in the General Conditions and Special Provisions of the Contract Documents. Contract payments will not be made when payroll records are delinquent or inadequate.

CONTRACTOR shall be responsible for its own work, property and/or materials until completion and final acceptance of the work by the DISTRICT. In the event of loss or damage, it shall proceed promptly to make repairs or replacement of the damaged work, property and/or materials at its own expense, as directed by the DISTRICT. CONTRACTOR waives all rights CONTRACTOR might have against DISTRICT for loss of or damage to CONTRACTOR'S work, property or materials. Payment shall not be construed as a waiver of this or of any other terms of the Contract.

CONTRACTOR shall pay for all material, labor, taxes, insurance and other claims, liabilities, and obligations of any nature arising from any aspect of its work performed under this Contract, and shall furnish satisfactory evidence of such payments upon request of DISTRICT. CONTRACTOR agrees to indemnify, defend and hold harmless the DISTRICT from all suits, liens, or other claims of any nature arising from its failure to make such payments.

CONTRACTOR shall provide and maintain at all times during the performance the following insurance:

Comprehensive General Liability insurance including Personal Injury, Property Damage, and Contractor's Contractual Liability covering all damages including personal injury and property damage arising out of or relating to performance of this contract by Contractor and its agents and Subcontractors (all including but

not limited to work performance and operation of automobiles, trucks and other vehicles) with limits of a minimum of \$1,000,000 per occurrence but not less than Contractor's actual and underlying policy limits, protecting CONTRACTOR, DISTRICT and STATE as provided herein.

Said policies shall name DISTRICT, THE STATE OF CALIFORNIA, DEPARTMENT OF WATER RESOURCES, CENTRAL VALLEY FLOOD PROTECTION BOARD and their respective officers, officials, agents, employees and volunteers as additional insureds (hereinafter collectively INDEMNIFIED PARTIES). All liability insurance shall be provided by California admitted carriers with an A- or better rating. Certificates of said insurance shall be provided to DISTRICT upon award of contract and upon all renewals of said policies.

Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, terminated by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to DISTRICT.

In the event of threatened cancellation for non-payment of premium, DISTRICT may pay it for CONTRACTOR and deduct the same payment from amounts then or subsequently owing to CONTRACTOR hereunder.

Worker's Compensation insurance meeting the requirements of both the State of California and the Federal Longshoreman's and Harbor Worker's Act to the extent applicable.

CONTRACTOR shall furnish evidence of such insurance to DISTRICT.

CONTRACTOR specifically obligates itself in the following respects (and this agreement is made upon such express condition), to wit:

CONTRACTOR shall be responsible for any liability imposed by law and for injuries to or death of any person including but not limited to workmen and the public, or damage to property resulting from defects or obstructions or from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance.

CONTRACTOR shall indemnify and save harmless the INDEMNIFIED PARTIES connected with the work from all claims, suits or actions of every name, kind and description, brought for, or on account of, injuries to or death of any person including but not limited to workmen and the public, or damage to property resulting from the construction of the work or by or in consequence of any negligence in guarding the work, use of improper materials in construction of the work, or by account of any act or omission by CONTRACTOR or his agents during the progress of the work or at any time before its completion and final acceptance, except for matters arising from the sole negligence or willful misconduct of the indemnified parties.

CONTRACTOR shall be fully and exclusively responsible for and shall pay when due any and all applicable contributions, allowances or other payments or deductions, however termed, required by union labor agreements now or hereafter in force.

CONTRACTOR shall indemnify INDEMNIFIED PARTIES against, and save it harmless from any and all loss, damage, costs, expenses and attorney's fees suffered or incurred on account of any breach of the aforesaid obligations and covenants, and any other provisions or covenants of this Contract. At any time before final settlement or adjudication of any loss, damage, liability, claim, demand, suit or cause of action for which CONTRACTOR hereby agrees to indemnify and save INDEMNIFIED PARTIES harmless, DISTRICT may withhold from any payments due or to become due under this Contract the reasonable

value thereof, as determined by DISTRICT, except for matters arising from the sole negligence or willful misconduct of the DISTRICT.

CONTRACTOR specifically agrees that it is, or prior to the start of work hereunder will become, a CONTRACTOR and an employing unit subject as an employer, to all applicable Unemployment Compensation Statutes.

CONTRACTOR further agrees as regards, (a) the production, purchase and sale, furnishing and delivering, pricing, and use or consumption of materials, supplies and equipment, (b) the hire, tenure or conditions of employment of employees and their hours of work and rates of and the payment of their wages, and (c) the keeping of records, making of reports, and the payment, collection, and/or deduction of Federal, State and Municipal taxes and contributions that CONTRACTOR will keep and have available all necessary records and make all payments, reports, collections, deductions, and otherwise do any and all things so as to fully comply with all Federal, State and Municipal laws, ordinances, regulations, and requirements in regard to any and all said matters insofar as they affect or involve the CONTRACTOR'S performance of this Contract, all so as to fully relieve DISTRICT from and protect it against any and all responsibility or liability therefor or in regard thereto.

In accordance with the provisions of Section 1770 et seq. of the Labor Code, CONTRACTOR shall conform to the general prevailing rate of per diem wages as determined by the Director of Industrial Relations. Copies of the prevailing rate of per diem wages are on file at the office of the State's Department of Industrial Relations, Division of Labor Standards, Bureau of Field Enforcement Office and will be made available upon request or may be obtained at www.dirca.gov/DLSR/statistics_research.html.

CONTRACTOR shall provide certified payrolls and related reports as directed by DISTRICT. DISTRICT will provide CONTRACTOR with the addresses and requirements for submission.

Attached hereto is **Appendix A** which contains various labor law and other requirements together with copies of particular Labor Code sections. The requirements set forth therein are incorporated into the Contract as if set forth in full herein and shall in the event of inconsistency; supersede any other provisions in the contract.

CONTRACTOR shall pay all required elements of per diem wages in accordance with Section 1773 et seq. of the Labor Code. Contract payments shall not be made when payroll records are delinquent or inadequate.

IF CONTRACTOR should commence any proceeding under the Bankruptcy Act, or if CONTRACTOR be adjudged a bankrupt, or if CONTRACTOR should make any assignment for the benefit of creditors, or if a receiver should be appointed on account of CONTRACTOR'S insolvency, then the DISTRICT may, without prejudice to any other right or remedy, terminate the Contract and complete the work by giving notice to CONTRACTOR and his surety according to the provisions set forth herein. CONTRACTOR'S Surety shall have the right to complete the work by commencing work within 30 days as specified herein; and, in the event CONTRACTOR'S Surety fails to commence work within 30 days, DISTRICT shall have the right to complete, or cause completion of the work all as specified herein.

IF CONTRACTOR should abandon the work under this Contract, or if the Contract or any portion of the Contract should be sublet or assigned without the consent of the DISTRICT, or if the ENGINEER should be of the opinion that the conditions of the Contract in respect to the rate of progress of the work are not being fulfilled or any part thereof is unnecessarily delayed, or if CONTRACTOR should willfully violate or breach, or fail to execute in good faith, any of the terms or conditions of the Contract, or if CONTRACTOR should persistently refuse or fail to supply enough properly skilled labor or materials, or fail to make prompt payment to Subcontractors for material or labor, or persistently disregard laws, ordinances or proper instruction or orders of the ENGINEER, then, notwithstanding any provision to the contrary herein,

the DISTRICT may give CONTRACTOR written notification to immediately correct the situation or the Contract shall be terminated.

In the event that such notice is given, and, in the event such situation is not corrected, or satisfactory arrangement for correction is not made, within 10 days from the date of such notice, the CONTRACTOR shall upon the expiration of said 10 days cease and terminate. DISTRICT may take over the work and prosecute the same to completion by Contract, or otherwise, for the account and at the expense of CONTRACTOR.

In the event DISTRICT completed the work, or causes the work to be completed, as aforesaid, no payment of any sum shall be made to CONTRACTOR until the work is complete. The cost of completing the work, including but not limited to, extra contract costs, the costs of DISTRICT forces, extra costs of administration and management incurred by DISTRICT, either direct or indirect, shall be deducted from any sum then due, or which becomes due, to CONTRACTOR from DISTRICT. If no sum sufficient to pay the difference between sums due to CONTRACTOR from DISTRICT and the cost of completing work, and there is a sum remaining due to CONTRACTOR after DISTRICT deducts the aforementioned costs of completing the work, the DISTRICT shall thereupon pay such sum to CONTRACTOR.

No act by DISTRICT before the work is finally accepted including, but not limited to, exercise of other rights under the Contract, actions at law or in equity, extensions of time, payments, claims of liquidated damages, occupation or acceptance of any part of the work, waiver of any prior breach of the Contract or failure to take action pursuant to this paragraph upon the happening of any prior default or breach by CONTRACTOR shall be construed to be a waiver or to stop DISTRICT from acting pursuant to this paragraph upon any subsequent event, occurrence or failure by CONTRACTOR to fulfill the terms and conditions of the Contract. The rights of DISTRICT pursuant to this paragraph are cumulative and in addition to all other rights of DISTRICT pursuant to this Contract and at law or in equity.

Under California Government Code, Section 4215, "Responsibility of Public Agency", the CONTRACTOR shall be compensated for the costs of locating, repairing damage not due to the failure of the CONTRACTOR to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. The CONTRACTOR shall not be assessed liquidated damages for delay in completion of the project, when such delay was caused by the failure of the public agency or the OWNER of the utility to provide for removal or relocation of such utility facilities. CONTRACTOR shall prior to any excavation notify (USA) Underground Service Alert to verify the location of underground utilities.

Under California Public Contract Code, Section 6109, "Ineligible and Debarred Subcontractors", the CONTRACTOR is prohibited from performing work on a public works project with a Subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the California Labor Code.

California Public Contract Code, Section 22300, provides for substitution of securities for withheld funds with a required form of escrow agreement: The CONTRACTOR is permitted the substitution of securities for any moneys withheld by a public agency to ensure performance under a contract.

This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or

certified mail addressed to the parties at the addresses below or delivered by fax or email.

This Contract shall be interpreted and governed by the laws of the State of California.

Any action arising out of this Contract shall be brought in San Joaquin County, California, regardless of where else venue may lie.

In any action brought by either party to enforce the terms of this Contract, each party shall bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.

CONTRACTOR agrees to comply with the following:

- a) **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
- b) **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- c) **Employees of the CONTRACTOR:** Employees of the CONTRACTOR shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Cal. Gov't Code § 87100 et seq.

By signing this Contract, CONTRACTOR assures State and DISTRICT that it complies With the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C., 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

During the performance of this Contract, CONTRACTOR and its Subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. CONTRACTOR and Subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and Subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. CONTRACTOR and it Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

CONTRACTOR shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Contract.

By signing this Contract, CONTRACTOR hereby certifies under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code Section 8355(a)(1).
- b) Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
 1. The dangers of drug abuse in the workplace,
 2. CONTRACTOR's policy of maintaining a drug-free workplace,
 3. Any available counseling, rehabilitation, and employee assistance programs, and
 4. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations
- c) Provide as required by Government Code Sections 8355(a)(3), that every employee, contractor, and/or subcontractor who works under this Contract:
 1. Will receive a copy of DISTRICT's drug-free policy statement (APPENDIX B), and
 2. Will agree to abide by terms of CONTRACTOR's condition of employment, contract or subcontract.

Suspension of Payments: This Contract may be subject to suspension of payments or termination, or both, and CONTRACTOR may be subject to debarment if the State determines that:

- a) CONTRACTOR or its Subcontractors have made a false certification, or
- b) CONTRACTOR or its Subcontractors violate the certification by failing to carry out the requirements noted above.

CONTRACTOR, by signing this Contract, hereby acknowledges the applicability of Government Code 16645 through 16649 to this Contract. Furthermore, CONTRACTOR, by signing this Contract, hereby certifies that:

- a) No State funds disbursed by this Contract will be used to assist, promote, or deter union organizing.
- b) CONTRACTOR shall account for funds disbursed for a specific expenditure by this Contract to show those funds were allocated to that expenditure.
- c) CONTRACTOR shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
- d) If CONTRACTOR makes expenditures to assist, promote, or deter union organizing,

CONTRACTOR will maintain records sufficient to show that no State funds were used for those expenditures and that CONTRACTOR shall provide those records to the Attorney General upon request.

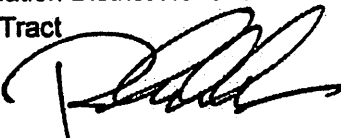
CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the local public entity, in writing, of any:

- 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 from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.
- c) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract

DISTRICT shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.

That, in the event that a dispute arises between the DISTRICT and the CONTRACTOR 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, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. The CONTRACTOR shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

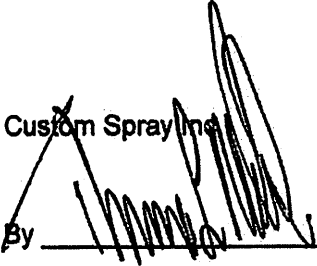
DISTRICT: Reclamation District No. 828
Weber Tract

By  _____

Bill Mendelson
Board President
Reclamation District 828 - Weber Tract
P.O. Box 20
Stockton, CA 95201

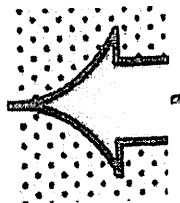
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CONTRACTOR: Custom Spray Inc

By  _____

Tom Melden
Owner
P.O. Box 6364
Stockton, CA 95206

Work: (209) 481-3112
Cell:



Appendix A

Additional Labor Law and Other Requirements

APPENDIX A

Additional Labor Law and Other Requirements

The federal and state labor law requirements applicable to the contract are composed of but not limited to the following:

1. Payment of prevailing wage rates.

The Contractor to whom the Contract is awarded and its Subcontractors hired for the public works project are required to pay the specified general prevailing wage rate to all workers employed in the execution of the contract. The Contractors shall pay prevailing wages under Labor Code Section 1770 et seq. UNLESS NOTIFIED IN WRITING BY District that the project does not exceed applicable exemption amounts.

The Contractor shall comply with Labor Code Section 1775, "Forfeiture for paying less than prevailing wage rates; Amount of penalty; Payments to workers; Liability of Prime Contractor; Notification of complaint".

The Contractor is responsible for ascertaining and complying with all current general prevailing wage rates for crafts and any rate changes that occur during the life of the contract. Information on all prevailing wage rates and all rate changes are to be posted at the job site for all workers to view.

NO CONTRACTOR OR SUBCONTRACTOR MAY BE LISTED ON A BID PROPOSAL FOR A PUBLIC WORKS PROJECT (SUBMITTED ON OR AFTER MARCH 1, 2015) UNLESS REGISTERED WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) PURSUANT TO LABOR CODE SECTION 1725.5. To register log on to the DIR website. <https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRRegistrationForm>

ALL CONTRACTORS AND SUBCONTRACTORS MUST FURNISH ELECTRONIC CERTIFIED PAYROLL RECORDS DIRECTLY TO THE LABOR COMMISSIONER (aka DIVISION OF LABOR STANDARDS ENFORCEMENT).

2. Apprentices

It is the duty of the Contractor and the Subcontractors to employ registered apprentices on the public works project under Labor Code Section 1777.5.

3. Penalties, Forfeitures and Debarment

There are penalties required for Contractor and Subcontractor failure to pay prevailing wage rates (for non exempt projects) and for failure to employ apprentices including forfeitures and debarment under Labor Code Sections 1775, 1777.5, 1777.7 and 1813.

4. Certified Payroll Records

Contractors and Subcontractors are required to keep accurate payroll records showing the name, address, social security number and work classification of each employee and owner performing work, the straight time and overtime hours worked each day and each week, the fringe benefits, and the actual per diem wage paid to each owner, journeyman, apprentice worker or other employee hired for the public works project under Labor Code Section 1776.

Employee payroll records shall be certified and shall be made available for inspection at all reasonable hours at the principal office of the Contractor or Subcontractor or shall be furnished to any employee, or

his/her authorized representative on request, according to Labor Code Section 1776. There are penalties for failure to do so under Labor Code Section 1776.

Each Contractor and Subcontractor shall upon request by District submit its certified payroll record to the Department of Industrial Relations, Compliance Management Unit (CMU) and if requested to District or District's labor compliance person on a weekly basis. The records shall be submitted via CMU's electronic certified payroll reporting (eCPR) or other manner specified by District. If there was no work performed during a given week, the certified payroll may be annotated: "no work" for that week.

5. Nondiscrimination in Employment

Employment discrimination is prohibited under Labor Code Sections 1735 and 1777.6, the government code, the public contracts code and the Civil Rights Act of 1964, as amended. All Contractors and Subcontractors are required to implement equal employment opportunity employment practices for women and minorities as delineated below:

A. Equal Employment Poster

The equal employment poster shall be posted at the job site in a conspicuous place, available to employees and applicants for employment and shall remain posted for the duration of the project.

6. Kickbacks Prohibited

Contractors and Subcontractors are prohibited from accepting, taking wages illegally or extracting "kickback" from employee wages under Labor Code Section 1778.

7. Acceptance of Fees Prohibited

Contractors and Subcontractors are prohibited against accepting fees for registering any person for public work under Labor Code Section 1779 or for filling work orders on public works under Labor Code Section 1780.

8. Listing of Subcontractors

All Prime Contractors are required to list properly all Subcontractors hired to perform work on the public works project, according to Public Contract Code Section 4100 et seq.

9. Ineligible and Debarred Subcontractors

Under Public Contract Code Section 6109, the Contractor is prohibited from performing work on a public works project with a Subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the California Labor Code.

10. Proper Licensing

Contractors are required to be properly licensed and must require that all Subcontractors be properly licensed. Penalties are required for employing workers while unlicensed under Labor Code Section 1021 and under the California Contractors License Law found at Business and Professions Code 7000 et seq.

11. Unfair Competition Prohibited

Contractors and Subcontractors are prohibited from engaging in unfair competition as specified under Business and Professional Code Sections 17200 to 17208.

12. Workers Compensation Insurance

Labor Code Section 1861 requires Contractors and Subcontractors to be properly insured for worker's compensation in accordance with the provisions of Labor Code Section 3700.

13. OSHA

Contractors and Subcontractors are required to abide by the Occupational, Safety and Health laws and regulations that apply to the particular construction project.

14. Undocumented Workers

Federal law prohibits the hiring of undocumented workers and requires that employers secure proof of eligibility from all workers.

15. Wage Statements

Employers must provide itemized wage statements to employees under Labor Code Section 226.

16. Americans with Disabilities Acts

Contractors must comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C., 12101 et seq.)

17. Particular Labor Code Sections

Labor Code Sections 1771, 1775, 1776, 1777.5, 1813 and 1815 provide as follows:

§ 1771. Payment of general prevailing rate

Except for public works projects of one thousand dollars (\$1,000) or less, not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in this chapter, shall be paid to all workers employed on public works.

This section is applicable only to work performed under contract, and is not applicable to work carried out by a public agency with its own forces. This section is applicable to contracts let for maintenance work.

§ 1775. Penalties for violations

(a)(1) The contractor and any subcontractor under the contractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the director for the work or craft in which the worker is employed for any public work done under the contract by the contractor or, except as provided in subdivision (b), by any subcontractor under the contractor.

(2)(A) The amount of the penalty shall be determined by the Labor Commissioner based on consideration of both of the following:

(i) Whether the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) Whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations.

(B)(i) The penalty may not be less than forty dollars (\$40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the contractor or subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor.

(ii) The penalty may not be less than eighty dollars (\$80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the contractor or subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned.

(iii) The penalty may not be less than one hundred twenty dollars (\$120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1.

(C) If the amount due under this section is collected from the contractor or subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that contractor or subcontractor shall be satisfied before applying that amount to the penalty imposed on that contractor or subcontractor pursuant to this section.

(D) The determination of the Labor Commissioner as to the amount of the penalty shall be reviewable only for abuse of discretion.

(E) The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor or subcontractor, and the body awarding the contract shall cause to be inserted in the contract a stipulation that this section will be complied with.

(b) If a worker employed by a subcontractor on a public works project is not paid the general prevailing rate of per diem wages by the subcontractor, the prime contractor of the project is not liable for any penalties under subdivision (a) unless the prime contractor had knowledge of that failure of the subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime contractor fails to comply with all of the following requirements:

(1) The contract executed between the contractor and the subcontractor for the performance of work on the public works project shall include a copy of the provisions of this section and Sections 1771, 1776, 1777.5, 1813, and 1815.

(2) The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor.

(3) Upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages, the contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for work performed on the public works project.

(4) Prior to making final payment to the subcontractor for work performed on the public works project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.

(c) The Division of Labor Standards Enforcement shall notify the contractor on a public works project within 15 days of the receipt by the Division of Labor Standards Enforcement of a complaint of the failure of a subcontractor on that public works project to pay workers the general prevailing rate of per diem wages.

§ 1776. Payroll records; retention; inspection; agencies entitled to receive nonredacted copies of certified records; noncompliance penalties; rules and regulations

(a) Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the body awarding the contract, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to the records at the principal office of the contractor.

(c) The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).

(d) A contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested the records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement shall be marked or obliterated to prevent disclosure of an individual's name, address, and social security number. The name and address of the contractor awarded the contract or the subcontractor performing the contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978

(29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's name and social security number. A joint labor management committee may maintain an action in a court of competent jurisdiction against an employer who fails to comply with Section 1774. The court may award restitution to an employee for unpaid wages and may award the joint labor management committee reasonable attorney's fees and costs incurred in maintaining the action. An action under this subdivision may not be based on the employer's misclassification of the craft of a worker on its certified payroll records. Nothing in this subdivision limits any other available remedies for a violation of this chapter.

(f)(1) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.

(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of a written notice requesting the records enumerated in subdivision (a). In the event that the contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.

(i) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section.

(j) The director shall adopt rules consistent with the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and the Information Practices Act of 1977 (Title 1.8 (commencing with Section 1798) of Part 4 of Division 3 of the Civil Code) governing the release of these records, including the establishment of reasonable fees to be charged for reproducing copies of records required by this section.

§ 1777.5. Employment of registered apprentices; wages; standards; number; apprenticeable craft or trade; exemptions; contributions

(a) Nothing in this chapter shall prevent the employment of properly registered apprentices upon public works.

(b) Every apprentice employed upon public works shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

(c) Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards that have been approved by the Chief of the Division of Apprenticeship Standards and who are parties to

written apprentice agreements under Chapter 4 (commencing with Section 3070) of Division 3 are eligible to be employed at the apprentice wage rate on public works. The employment and training of each apprentice shall be in accordance with either of the following:

(1) The apprenticeship standards and apprentice agreements under which he or she is training.

(2) The rules and regulations of the California Apprenticeship Council.

(d) When the contractor to whom the contract is awarded by the state or any political subdivision, in performing any of the work under the contract, employs workers in any apprenticeable craft or trade, the contractor shall employ apprentices in at least the ratio set forth in this section and may apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the public work for a certificate approving the contractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, the decision of the apprenticeship program to approve or deny a certificate shall be subject to review by the Administrator of Apprenticeship. The apprenticeship program or programs, upon approving the contractor, shall arrange for the dispatch of apprentices to the contractor. A contractor covered by an apprenticeship program's standards shall not be required to submit any additional application in order to include additional public works contracts under that program. "Apprenticeable craft or trade," as used in this section, means a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the California Apprenticeship Council. As used in this section, "contractor" includes any subcontractor under a contractor who performs any public works not excluded by subdivision (o).

(e) Prior to commencing work on a contract for public works, every contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the site of the public work. The information submitted shall include an estimate of journeyman hours to be performed under the contract, the number of apprentices proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to the awarding body if requested by the awarding body. Within 60 days after concluding work on the contract, each contractor and subcontractor shall submit to the awarding body, if requested, and to the apprenticeship program a verified statement of the journeyman and apprentice hours performed on the contract. The information under this subdivision shall be public. The apprenticeship programs shall retain this information for 12 months.

(f) The apprenticeship program that can supply apprentices to the area of the site of the public work shall ensure equal employment and affirmative action in apprenticeship for women and minorities.

(g) The ratio of work performed by apprentices to journeymen employed in a particular craft or trade on the public work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates where the contractor agrees to be bound by those standards, but, except as otherwise provided in this section, in no case shall the ratio be less than one hour of apprentice work for every five hours of journeyman work.

(h) This ratio of apprentice work to journeyman work shall apply during any day or portion of a day when any journeyman is employed at the jobsite and shall be computed on the basis of the hours worked during the day by journeymen so employed. Any work performed by a journeyman in excess of eight hours per day or 40 hours per week shall not be used to calculate the ratio. The contractor shall employ apprentices for the number of hours computed as above before the end of the contract or, in the case of a subcontractor, before the end of the subcontract. However, the contractor shall endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the jobsite. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Chief of the Division of Apprenticeship Standards, upon application of an apprenticeship

program, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification.

(i) A contractor covered by this section that has agreed to be covered by an apprenticeship program's standards upon the issuance of the approval certificate, or that has been previously approved for an apprenticeship program in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the applicable apprenticeship standards, but in no event less than the 1-to-5 ratio required by subdivision (g).

(j) Upon proper showing by a contractor that he or she employs apprentices in a particular craft or trade in the state on all of his or her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by journeymen, the Chief of the Division of Apprenticeship Standards may grant a certificate exempting the contractor from the 1-to-5 hourly ratio, as set forth in this section for that craft or trade.

(k) An apprenticeship program has the discretion to grant to a participating contractor or contractor association a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this section when it finds that any one of the following conditions is met:

(1) Unemployment for the previous three-month period in the area exceeds an average of 15 percent.

(2) The number of apprentices in training in the area exceeds a ratio of 1 to 5.

(3) There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis.

(4) Assignment of an apprentice to any work performed under a public works contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

(l) When an exemption is granted pursuant to subdivision (k) to an organization that represents contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member contractors shall not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

(m)(1) A contractor to whom a contract is awarded, who, in performing any of the work under the contract, employs journeymen or apprentices in any apprenticeable craft or trade shall contribute to the California Apprenticeship Council the same amount that the director determines is the prevailing amount of apprenticeship training contributions in the area of the public works site. A contractor may take as a credit for payments to the council any amounts paid by the contractor to an approved apprenticeship program that can supply apprentices to the site of the public works project. The contractor may add the amount of the contributions in computing his or her bid for the contract.

(2) At the conclusion of the 2002-03 fiscal year and each fiscal year thereafter, the California Apprenticeship Council shall distribute training contributions received by the council under this subdivision, less the expenses of the Division of Apprenticeship Standards for administering this subdivision, by making grants to approved apprenticeship programs for the purpose of training apprentices. The funds shall be distributed as follows:

(A) If there is an approved multiemployer apprenticeship program serving the same craft or trade and geographic area for which the training contributions were made to the council, a grant to that program

shall be made.

(B) If there are two or more approved multiemployer apprenticeship programs serving the same craft or trade and geographic area for which the training contributions were made to the council, the grant shall be divided among those programs based on the number of apprentices registered in each program.

(C) All training contributions not distributed under subparagraphs (A) and (B) shall be used to defray the future expenses of the Division of Apprenticeship Standards.

(3) All training contributions received pursuant to this subdivision shall be deposited in the Apprenticeship Training Contribution Fund, which is hereby created in the State Treasury. Upon appropriation by the Legislature, all money in the Apprenticeship Training Contribution Fund shall be used for the purpose of carrying out this subdivision and to pay the expenses of the Division of Apprenticeship Standards.

(n) The body awarding the contract shall cause to be inserted in the contract stipulations to effectuate this section. The stipulations shall fix the responsibility of compliance with this section for all apprenticeable occupations with the prime contractor.

(o) This section does not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor when the contracts of general contractors or those specialty contractors involve less than thirty thousand dollars (\$30,000).

(p) All decisions of an apprenticeship program under this section are subject to Section 3081.

§ 1813. Forfeiture for violations; contract stipulation; report of violations

The contractor or subcontractor shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of this article. In awarding any contract for public work, the awarding body shall cause to be inserted in the contract a stipulation to this effect. The awarding body shall take cognizance of all violations of this article committed in the course of the execution of the contract, and shall report them to the Division of Labor Standards Enforcement.

§ 1815. Overtime

Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this code, and notwithstanding any stipulation inserted in any contract pursuant to the requirements of said sections, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay.

Appendix B

Drug-Free Workplace Policy

APPENDIX B

RECLAMATION DISTRICT NO. 828 (RD)

DRUG-FREE WORKPLACE POLICY

NOTIFICATION

The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited. Violation on the Reclamation District jobs or premises is subject to the actions as set forth in this Drug-Free Workplace Policy.

Purpose and Goal

RD is committed to protecting the safety, health and wellbeing of all employees and other individuals in our workplace. RD recognizes that alcohol abuse and drug use pose a significant threat to our goals. RD has established a drug-free workplace program that balances our respect for individuals with the need to maintain an alcohol and drug-free environment.

- RD encourages employees to voluntarily seek help with drug and alcohol problems.

Covered Workers

Any individual who conducts business for the RD, is applying for a position or is conducting business on the RD's property is covered by the RD's drug-free workplace policy. RD policy includes, but is not limited to executive management, managers, supervisors, full-time employees, part-time employees, contractors and subcontractors.

Applicability

RD drug-free workplace policy is intended to apply whenever anyone is representing or conducting business for the RD. Therefore, this policy applies during all working hours, whenever conducting business or representing the RD, while on call, paid standby, while on RD property and at RD-sponsored events.

Prohibited Behavior

It is a violation of RD drug-free workplace policy to use, possess, sell, trade, and/or offer for sale alcohol, illegal drugs or intoxicants.

Prescription and over-the-counter drugs are not prohibited when taken in standard dosage and/or according to a physician's prescription. Any employee taking prescribed or over-the-counter medications will be responsible for consulting the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with safe performance of his/her job. If the use of a medication could compromise the safety of the employee, fellow employees or the public, it is the employee's responsibility to use appropriate personnel procedures (e.g., call in sick, use leave, request change of duty, notify supervisor, notify company doctor) to avoid unsafe workplace practices.

The illegal or unauthorized use of prescription drugs is prohibited. It is a violation of RD drug-free workplace policy to intentionally misuse and/or abuse prescription medications. Appropriate disciplinary action will be taken if job performance deterioration and/or other accidents occur.

Notification of Convictions

Any employee who is convicted of a criminal drug violation in the workplace must notify the RD in writing within five calendar days of the conviction. The RD will take appropriate action within 30 days of notification. Federal contracting agencies will be notified when appropriate.

Consequences

One of the goals of the RD drug-free workplace program is to encourage employees to voluntarily seek help with alcohol and/or drug problems. If, however, an individual violates the policy, the consequences are serious.

In the case of applicants, if he or she violates the drug-free workplace policy, the offer of employment can be withdrawn. The applicant may reapply after six months and must successfully pass a pre-employment drug test.

If an employee violates the policy, he or she will be subject to progressive disciplinary action and may be required to enter rehabilitation. An employee required to enter rehabilitation who fails to successfully complete it and/or repeatedly violates the policy will be terminated from employment. Nothing in this policy prohibits the employee from being disciplined or discharged for other violations and/or performance problems.

Assistance

RD recognizes that alcohol and drug abuse and addiction are treatable illnesses. Early intervention and support improve the success of rehabilitation. To support RD employees, RD drug-free workplace policy:

- Encourages employees to seek help if they are concerned that they or their family members may have a drug and/or alcohol problem.
- Encourages employees to utilize the services of qualified professionals in the community to assess the seriousness of suspected drug or alcohol problems and identify appropriate sources of help.

Treatment for alcoholism and/or other drug use disorders may be covered by an employee benefit plan. However, the ultimate financial responsibility for recommended treatment belongs to the employee.

Confidentiality

All information received by the RD through the drug-free workplace program is confidential communication. Access to this information is limited to those who have a legitimate need to know in compliance with relevant laws and management policies.

Shared Responsibility

A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. Both employees and management have important roles to play.

All employees are required to not report to work or be subject to duty while their ability to perform job duties is impaired due to on- or off-duty use of alcohol or other drugs.

In addition, employees are encouraged to:

- Be concerned about working in a safe environment.
- Report dangerous behavior to their supervisor.

It is the supervisor's responsibility to:

- Inform employees of the drug-free workplace policy.
- Observe employee performance.
- Investigate reports of dangerous practices.
- Document negative changes and problems in performance.

Communication

Communicating RD drug-free workplace policy to both supervisors and employees is critical to the success of the program. To ensure all employees are aware of their role in supporting the RD drug-free workplace program all employees are to receive a written copy of this policy.

**DOCUMENT 00700
GENERAL CONDITIONS**

SECTION 1 - GENERAL

1.01 GENERAL

- A. Unless the context otherwise requires, whenever in the specifications and other contract documents the following terms are used, the intent and meaning shall be interpreted as provided herein.
- B. Working titles having a masculine gender, and the pronoun "he" are utilized in the specifications for sake of brevity, and are intended to refer to persons of either sex.

SECTION 4 – CONTROL OF WORK

4.01 AUTHORITY OF ENGINEER

- A. The Engineer shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work; all questions which may arise as to the interpretation of the Contract; all questions as to the acceptable fulfillment of the contract on the part of the Contractor; and all questions as to claims and compensation. The Engineer's decision shall be final and he shall have executive authority to enforce and make effective such decisions and orders which the Contractor fails to carry out promptly.

4.02 INSPECTION

- A. The Engineer shall at all times have safe access to the work during construction, and shall be furnished with every reasonable facility for ascertaining that the materials and workmanship are in accordance with the requirements and intentions of the Contract. All work done and all materials furnished shall be subject to inspection.
- B. Whenever the Contractor varies the period which work is carried out, notice shall be given the Engineer, so that inspection may be provided. Any work done in the absence of the Engineer, may be subject to rejection.
- C. The inspection of the work or material shall not relieve the Contractor of any of his obligation to fulfill the contract as prescribed. Work or materials not meeting such requirements shall be made good, notwithstanding the fact that such work or materials have been previously inspected by the Engineer or the payment therefore has been included in a progress estimate.
- D. Projects financed in whole or in part with City, County, State and/or Federal funds shall be subject to inspection at all times by the agencies involved.

SECTION 5 - CONTROL OF MATERIALS

5.01 STORAGE OF MATERIALS

- A. Articles or materials to be incorporated in the work shall be stored in such a manner as to insure the preservation of their quality and fitness for the work, and to facilitate their inspection.

SECTION 6 - LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

6.01 LAWS TO BE OBSERVED

- A. The Contractor shall keep himself fully informed of all existing and future State and Federal laws and all County, Municipal, Local and Special District laws, ordinances and regulations which 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 the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor shall at all times observe and comply with, and shall cause all his agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees of bodies or tribunals having any jurisdiction or authority over the work; and shall protect and indemnify the District, and all officers and employees thereof connected with the work, including the Engineer, against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by himself or his employees. If any discrepancy or inconsistency is discovered in the plans, specifications, or contract for the work in relation to any such law, ordinance, regulation, order, or decree the Contractor shall forthwith report the same to the Engineer in writing.

6.02 PERMITS AND LICENSES

- A. The Contractor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work.

SECTION 7 - PROSECUTION AND PROGRESS

7.00 TIME OF COMPLETION - August 15, 2016 to October 31, 2017

- A. The Contractor shall complete all or any designated portion of the work called for under the contract within a **304** working day time frame within the dates indicated above.

SECTION 8 - MEASUREMENT AND PAYMENT

8.01 PARTIAL PAYMENTS

- A. Once each month the Contractor may submit to Engineer a payment request showing the total amount of work done and the amount requested. The related delivery tags shall accompany any other documentation required to substantiate completion of the work.

- B. The Engineer for partial payment purposes shall determine the value of the work completed. The Engineer may require the Contractor to submit a monthly statement indicating the status of completion of each item of work and accompanied by such documentation as be required to substantiate the completion of work

8.02 FINAL PAYMENT

- A. After the completion and acceptance of the work by the District, the Engineer will make a final estimate of the amount of work done there under, and the value of such work, and the District shall pay the entire sum so found to be due after deducting there from all previous payments and all amounts to be kept and all amounts to be retained under the provisions of the Contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.
- B. It is mutually agreed between the parties to the Contract that no certificates given or payments made under the Contract, except the final certificate or final payment, shall be conclusive evidence of the performance of the Contract, either wholly or in part, against any claim of the party of the first part, and no payment shall be construed to be an acceptance of any defective work or improper materials.
- C. The Contractor further agrees that the payment of the final amount due under the contract, and the adjustment and payment for any work done in accordance with any alterations of the same, shall release the District and the Engineer from any and all claims or liability on account of work performed under the contract or any alteration thereof.

END OF SECTION 00700

Appendix C

Routine Maintenance Agreement

5/29/96
RMA

AGREEMENT FOR
ANNUAL ROUTINE LEVEE MAINTENANCE

This Agreement, entered into between the State of California Department of Fish and Game, hereinafter called the Department and Reclamation District No. 828 (Weber Tract) hereinafter called the District is as follows:

WHEREAS, the Department is charged with the protection and enhancement of fish and wildlife resources of the State of California.

WHEREAS, the District is the governmental agency created for the purpose of maintenance, protection, or repair of its reclamation works which include without limitation levees, dredger cuts, borrow pits, canals, ditches, pumping plants, gates, fences, and other works.

WHEREAS, pursuant to Section 50652 of the Water Code, the Board of Trustees of the District is to exercise general supervision and complete control over the construction, maintenance, and operation of the District reclamation works.

WHEREAS, the Department contends pursuant to Section 1600 et seq. of the California Fish and Game Code, the District must first notify the Department of its intentions to divert or obstruct the natural flow of; or change the bed, channel, or bank; or use material from streambeds designated by the Department.

WHEREAS, the Department contends that Section 1600 et seq. of the Fish and Game Code applies to the levees, dredger cuts, and other waterways of the District from the waterward side of the levee from the crown to the water and all areas in the wetted channel.

WHEREAS, the District contends that section 1600 et seq. of the Fish and Game does not apply to the levees, dredger cuts, and other works of the District.

WHEREAS, both the Department and the district desire to have the subject activity move forward without any prejudice to their respective contentions as to the application of Fish and Game Code Section 1600 et seq.

THEREFORE, it is agreed as follows:

This agreement shall not constitute a waiver of the contentions of either party as to the application of Fish and Game Code Section 1600 et seq. and shall be without prejudice to such contentions.

Activities other than those outlined in this agreement or which do not meet the criteria for routine maintenance shall require a site specific Streambed Alteration Agreement pursuant to Section 1600 of the Fish and Game Code.

If Special Status species exist, the locations of these species shall be clearly marked to help equipment operators avoid adverse impacts to these species. Flagging or other suitable material shall be placed within 50 feet from such locations and shall be sufficient to delineate area boundaries and help equipment operators avoid adverse impacts to these species. Appendix A,

which is a list of Special Status species, is provided as information. These provisions shall also apply to the elderberry (*Sambucus* spp.), host plant for the valley elderberry longhorn beetle.

If adverse impacts to Special Status species are unavoidable due to levee maintenance requirements, prior to commencing work operations it will be necessary to consult with appropriate agencies and develop a plan to mitigate or avoid adverse impacts as required.

All projects which will occur within 50 feet of the locations of any State or Federally listed Rare, Candidate, Threatened, or Endangered (Special Status) species shall require fourteen (14) days prior written notification to Department of Fish and Game (Region II, Attention: Delta Levees Project) of the work to be performed in the flagged area. If the work requires further permitting under California Endangered Species Act, then such permit will be required prior to commencement of the work. Prior to 60 days after commencement of this agreement District shall file with the Department an initial Habitat Assessment or equivalent document meeting requirements set forth in Appendix B. For applicants who have not submitted such documents prior to July 1, 1992, work under this agreement shall not commence until the Department has received and approved the initial Habitat Assessment or equivalent document described above; provided however, if the Department does not notify the applicant of the shortcomings of such Habitat Assessment or equivalent document within twenty (20) days of receipt, then such assessment or equivalent document shall be deemed approved.

Routine annual maintenance is defined as "repetitious activities carried out on an annual basis as part of an ongoing levee maintenance program".

It is agreed that the District may conduct the routine maintenance activities which are specified in and under the terms and conditions in this agreement as follows:

1. Removal of vegetation and debris, including sediment and rocks, to ensure proper functioning of existing water and flood control devices including, but not limited to, culverts, bridges, and streamflow measuring stations.
2. Cleaning, repairing, raising, modifying, and replacing flap gates, discharge pipes, siphons, weirs, drop structures, or other existing water control devices.
3. Removal of flood deposited woody or herbaceous vegetation, and associated debris, which significantly reduce channel capacity.
4. Repair or replacement of existing bank protection materials with clean quarry rock, broken concrete free of exposed rebar, gabions, and replacement of concrete slope paving and channel lining, pipe and weir revetments, articulated concrete mats, and other similar materials. Asphalt shall not be considered an acceptable material. Such repair work shall minimize excavation and placement of earth fill.
5. Removal of soil, debris, rubbish and other material from channels whose sides and bottom are lined with concrete.
6. All cleared material shall be disposed of above the high water level and outside the riparian zone on the land side of the levee.

7. Minor sandblasting and painting may be performed as necessary, provided paint, rebound, and related materials do not enter waters of the State. Chipped paint and rebound materials shall be contained, removed, and disposed of at an appropriate disposal site.
8. Extermination of burrowing rodents and filling their burrows with compacted material. Except as to the filling of beaver and muskrat dens near the waterline no filling of burrows in burrowing owl areas, as designated by the Department, shall take place during the period of March 15 through August 15.
9. Shaping the levee crown to drain freely.
10. Repairing and shaping patrol or access road and controlling the weight and speed of all vehicles using patrol roads on the levee crown.
11. Repairing minor slipouts, erosion, or subsidence of the levee section up to 100 linear feet (and 1200 linear feet per year)*; provided however, that vegetation will be permitted to reestablish itself on these repaired sections. Thereafter, control will be in conformance with paragraph 13 below. Dredging to accomplish these minor repairs shall be conducted only when such work is also permitted under the authority of a U.S. Army Corps of Engineers' permit. A copy of this permit must be in the possession of all contractors and sub-contractors at dredging work sites.
12. Removing deposits, debris, and litter from the levee and the berm.
13. Controlling vegetation on the waterside levee slope, which shall include applying permitted herbicides and cutting or trimming vegetative growth such as weeds, brush, berry vines, and trees to the extent necessary to inspect and maintain the levee, subject to the following additional conditions:
 - A. Herbicides shall not be applied between March 15 and July 1 of each year, to protect ground-nesting birds and other breeding species of wildlife.
 - B. No soil sterilants shall be applied, except to control *Arundo donax* (Giant reed).
 - C. Except during the period of March 15 through June 30, removal of branches, stems, and shoots of weeds, brush, berry vines, and shrubs is allowed.
 - D. Except during the period of March 15 through June 30, trees under 2 inches and over 18 inches in diameter at 48 inches above the ground may be removed. Removal of trees over 18 inches in diameter shall be restricted to those trees determined by a California Registered Civil Engineer to constitute a threat to the levee. Pruning of branches up to 48 inches above the ground is allowed. When trees under 2 inches are removed the root system shall be left undisturbed. When tree over 18 inches are removed the root system can also be removed if necessary for levee purposes. Removal of trees over 2 inches in diameter but

* For Districts with more than 8.8 miles of levees, the total linear feet allowed shall be 136.36 linear feet times the number of miles of levee.

less than 4 inches in diameter 48 inches above the ground is a matter of dispute between the parties and such dispute may proceed to resolution as per Fish and Game Code 1600 et seq.

- 14. Removing or modifying encroachments that endanger the levee or interfere with maintenance of the levee.

A fee of \$111.00 shall be required for this agreement and the agreement is not in effect until receipt of this fee by the Department.

This agreement shall not be amended or modified in any way except by a written agreement duly executed by the Department and the District.

This agreement may be terminated by either party. Said termination shall become effective six (6) months after the party not initiating the termination has been duly notified in writing. Prior to sending the notice of termination, the parties agree to meet and confer in an effort to resolve their differences. If this effort is not successful, the parties agree to engage in a minimum of four (4) hours of mediation. A mediator will be agreed to by the parties or chosen by alternate striking from a list provided by the California Mediation Conciliation Service or the American Arbitration Association in San Francisco. The order of striking shall be determined by coin toss.

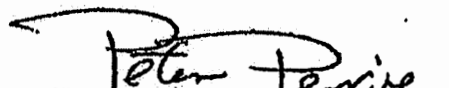
This agreement shall extend indefinitely until terminated by either party.

Department representatives, besides law enforcement personnel, shall be allowed access to existing and potential work locations during the term of this agreement.

If a net long-term loss of habitat results from the work allowed hereby, then mitigation will be covered through mitigation banking programs including SB 34 or by adding additional mitigation to mitigation required under site specific agreements between District and Department.



District Representative



Department Representative

BOARD PRESIDENT

Title

Environmental Specialist III

Title

RECLAMATION DISTRICT 828

Organization

Department of Fish and Game,
State of California

6-12-96

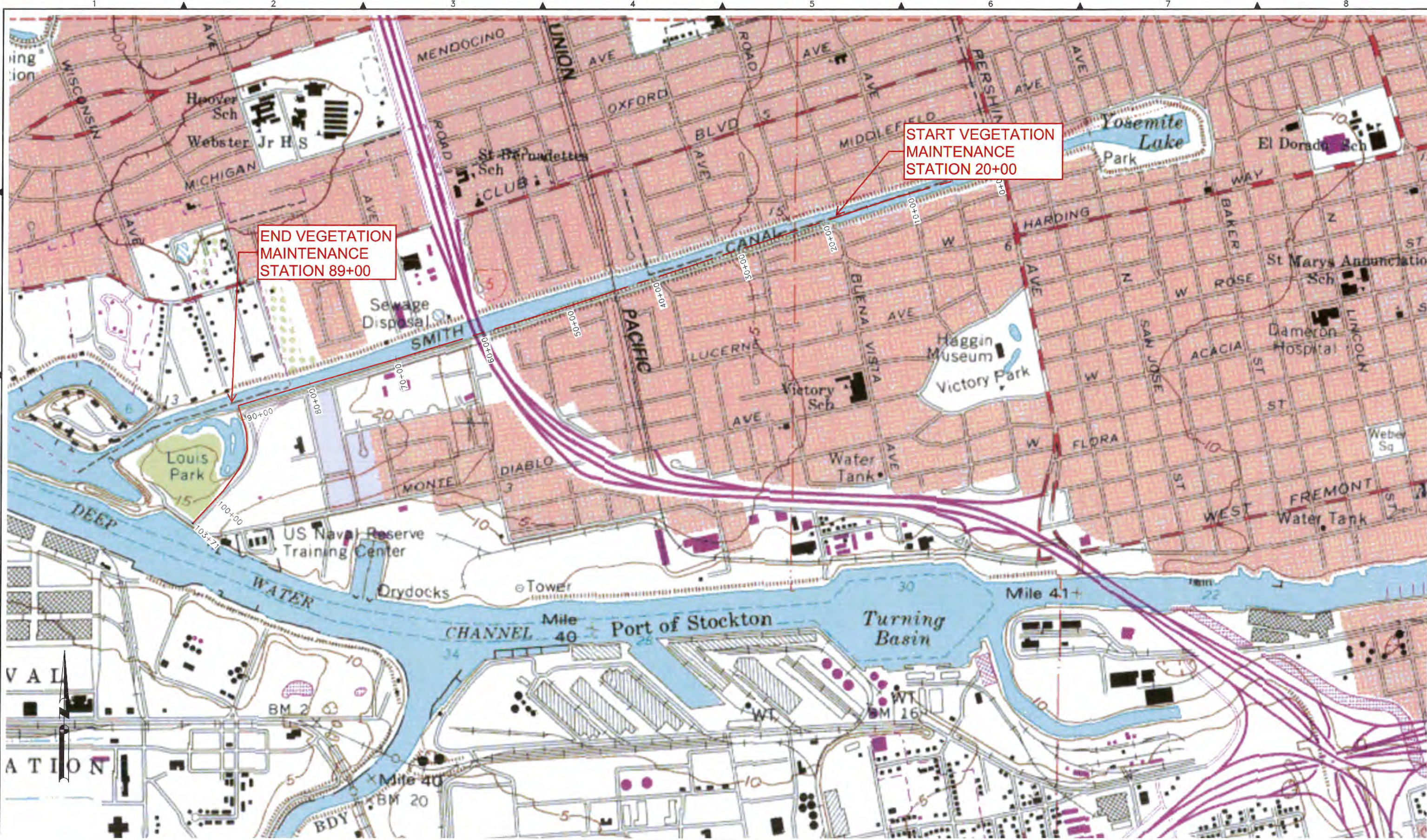
Date

6-18-96

Date

Appendix D

Plans



END VEGETATION
MAINTENANCE
STATION 89+00

START VEGETATION
MAINTENANCE
STATION 20+00

FILE SPEC: P:\1204_00_828-Weber_Tract\Base Map\Base Map_R0_828.dwg
PLOT DATE: Dec 03, 2010 1:40pm

K S N
INC.
KJELDEN
SINNOCK
NEUDECK
Civil Engineers
and Land Surveyors
Post Office Box 844
711 N. Pershing Avenue
Stockton, CA 95201-0844
Office: (209) 948-0268
Faxes: (209) 948-0296
E-mail: KSN@ksninc.com

RECLAMATION DISTRICT 828
WEBER TRACT
SAN JOAQUIN COUNTY, CALIFORNIA

BASE MAP

Revisions				Design	Scale	Date	By	App'd.	Date
No.	Description								
				EEA	1" = 500'				DECEMBER 2010
				CHN	Original Drawing Scale 0 1/2" 1"				Sheet Number 1 Of 1
									Project File No. 1204-0010



FILE: S:\0000_P\1204_00_828-Weber_Tract\... Base Map\Scale Map_100_828.dwg
 PLOT DATE: Dec 23, 2010 1:14 PM

INCLUDES COPYRIGHTED MATERIAL OF DIGITAL GLOBE, INC. ALL RIGHTS RESERVED. BACKGROUND AERIAL PHOTOGRAPHY IS THE 2008 1-FOOT RESOLUTION STOCKTON/MOJESTO AERIAL PHOTOGRAPHY FROM DIGITAL GLOBE ACQUIRED FROM LANDISCORP. CONTACT KSN INC FOR MORE INFORMATION.

K S N **KJELDEN SINNOCK NEUDECK**
 INC. Civil Engineers and Land Surveyors
 Post Office Box 844
 211 N. Pershing Avenue
 Stockton, CA 95201-0844
 Office: (209) 946-0268
 Faxes: (209) 946-0296
 E-mail: ksn@ksninc.com

RECLAMATION DISTRICT 828
 WEBER TRACT
 SAN JOAQUIN COUNTY, CALIFORNIA

BASE MAP

Revisions				
No.	Description	Date	By	App'd. By

Design	Scale	Date
Drawn EEA	1" = 500'	DECEMBER 2010
Check CHN	Original Drawing Scale 0 1/2" 1"	Sheet Number 1 Of 1
		Project File No. 1204-0010

Project Information

FORM

Form Type: PWC-100 **Project Award Date:** 7/11/2016

AWARDING BODY INFORMATION

Name: Reclamation District No. 828, Weber Tract **Primary Contact:** Daniel Schroeder
Address: P.O. Box 20 **Primary Email:** recdistrict623@gmail.com
 Stockton, CA 95201 **Work Phone:** 2099488200

PROJECT INFORMATION

Project Name: 2017 Annual Weed Control **Project #:** 1204-9016-04-02
Brief Description: Herbicide Spraying to Control Weeds **Contract #:** 828-07-11-16-02
Contract Amount: \$6750.00 **Number of Prime Contractors:** 1
Total Project Cost: \$6750.00
Alternative Model: None Apply
Description of Location: Reclamation District 828 **County:** SAN JOAQUIN

Project Information 2

PWC-100

Project Name: 2017 Annual Weed Control **Project #:** 1204-9016-04-02 **Contract #:** 828-07-11-16-02 **Status:** New Submission

PROJECT INFORMATION

Project Dates

First Advertised Bid: 7/11/2016 **Estimated or Actual Start:** 9/5/2016
Estimated or Actual Completion: 11/30/2017

Propositions

Will this project receive (or has it received) any funding from Proposition 84 (The Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006)? No
 Will this project receive (or has it received) any funding from Proposition 39 (California Clean Energy Jobs Act of 2012)? No

Compliance and Agreements:

Is language included in the Contract Award to effectuate the requirements of Section 1771, 1774 - 1776, 1777.5, 1813 and 1815 of the Labor Code? Yes
 Will you operate a DIR-Approved Labor Compliance Program(LCP) for this project? No
 Is there a Project Labor Agreement (PLA) associated with this project? No

Contractor Information

Project Manager

Email Address	Name	Title	Work Phone
rtcy@ksninc.com	Rick E Toy	Project Manager	209-946-0268 136

General Contractor

CSLB/Certificate Number	NAME	Address	Email	Classification
00000	NO Contract License	no Con Address any town, CA 90999	tmelden@att.net	LABORERS

Exhibit C

RECLAMATION DISTRICT NO. 828
 WEBER TRACT
 LEVEE MAINTENANCE ENGINEERING SUMMARY
 FISCAL YEAR 2017-18

Date	A-8	A.14.A	A.15	Total
08/11/17	\$ 37.50			\$ 37.50
09/19/17		\$ 45.00		\$ 45.00
10/18/17	\$ 891.50			\$ 891.50
11/13/17	\$ 192.50			\$ 192.50
12/18/17	\$ 150.00	\$ 160.00		\$ 310.00
02/12/18	\$ 412.50	\$ 37.50		\$ 450.00
04/09/18	\$ 37.50			\$ 37.50
06/08/18	\$ 195.86			\$ 195.86
07/12/18	\$ 45.00		\$ 250.00	\$ 295.00
Total	\$ 1,962.36	\$ 242.50	\$ 250.00	

KJELDEN, SINNOCK & NEUDECK, INC.

CIVIL ENGINEERS AND LAND SURVEYORS

STEPHEN K. SINNOCK
CHRISTOPHER H. NEUDECK
NEAL T. COLWELL

711 NORTH PERSHING AVENUE
STOCKTON, CALIFORNIA 95203

TELEPHONE (209) 946-0288
FAX (209) 946-0298
E-MAIL ksn@ksninc.com

KENNETH L. KJELDEN - RETIRED

Dan Schroeder
RD No. 0828 - Weber Tract
PO Box 20
Stockton, CA 95202-3020

Invoice Number: 21317
Date: 08/11/2017
KSN Project ID: 1204-9017

1204-9017 - Weber Tract Levee Maintenance 2017

Professional Services From: July 01, 2017 Through: July 30, 2017

04-001 - Vegetation Control

Labor		Hours	Rate	Amount
Inspector				
07/05/17	Comm w/Dino & Son re Arundo removal	0.25	150.00	37.50
	Phase Subtotal			37.50
	Invoice Total			37.50

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KENNETH L. KJELDEN - RETIRED

Dan Schroeder
RD No. 0828 - Weber Tract
PO Box 20
Stockton, CA 95202-3020

Invoice Number: 21523
Date: 09/19/2017
KSN Project ID: 1204-9017

1204-9017 - Weber Tract Levee Maintenance 2017

Professional Services From: July 31, 2017 Through: September 03, 2017

01-001 - General Management

Labor		Hours	Rate	Amount
Project Manager				
08/17/17	Review/coord of DIR reporting requirements	0.25	180.00	45.00
	Phase Subtotal			45.00
	Invoice Total			45.00

A. 14. A

KJELDEN, SINNOCK & NEUDECK, INC.

CIVIL ENGINEERS AND LAND SURVEYORS

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KENNETH L. KJELDEN - RETIRED

Dan Schroeder
RD No. 0828 - Weber Tract
PO Box 20
Stockton, CA 95202-3020

Invoice Number: 21678
Date: 10/18/2017
KSN Project ID: 1204-9017

1204-9017 - Weber Tract Levee Maintenance 2017

Professional Services From: September 04, 2017 Through: October 01, 2017

04-001 - Vegetation Control

Labor		Hours	Rate	Amount
Inspector				
09/12/17	Prepare field report re inspection of vegetation removal	0.25	150.00	37.50
09/13/17	Prepare field report re inspection of vegetation removal	0.25	150.00	37.50
09/14/17	Prepare field report re inspection of vegetation removal	0.25	150.00	37.50
09/18/17	Prepare field report re inspection of vegetation removal	0.50	150.00	75.00
Inspector PW				
09/12/17	Inspection of vegetation removal	0.75	176.00	132.00
09/13/17	Inspection of vegetation removal	0.50	176.00	88.00
09/14/17	Inspection of vegetation removal	1.00	176.00	176.00
09/15/17	Inspection of vegetation removal	1.25	176.00	220.00
09/18/17	Inspection of vegetation removal	0.50	176.00	88.00
	Labor Subtotal	<u>5.25</u>		<u>891.50</u>
	Phase Subtotal			<u>891.50</u>
	Invoice Total			<u><u>891.50</u></u>

A.B.

KJELDSSEN, SINNOCK & NEUDECK, INC.
 CIVIL ENGINEERS AND LAND SURVEYORS

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 FAX (209) 946-0296
 E-MAIL ksn@ksninc.com

KENNETH L. KJELDSSEN - RETIRED

Dan Schroeder
 RD No. 0828 - Weber Tract
 PO Box 20
 Stockton, CA 95202-3020

Invoice Number: 21834
 Date: 11/13/2017
 KSN Project ID: 1204-9017

1204-9017 - Weber Tract Levee Maintenance 2017

Professional Services From: October 02, 2017 Through: October 29, 2017

01-001 - General Management

Labor	Hours	Rate	Amount
Assistant Project Manager			
10/25/17 Rsrch/compile list of CDFW codes for pesticide application/rodent & veg ctrl	0.50	160.00	80.00
Phase Subtotal			80.00

04-001 - Vegetation Control

Labor	Hours	Rate	Amount
Inspector			
10/09/17 Review/approve Dino & Son services invoice for vegetation removal	0.75	150.00	112.50
Phase Subtotal			112.50

Invoice Total *A.S* 192.50

KJELDSSEN, SINNOCK & NEUDECK, INC.
CIVIL ENGINEERS AND LAND SURVEYORS

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FAX (209) 946-0286
E-MAIL ksn@ksninc.com

KENNETH L. KJELDSSEN - RETIRED

Dan Schroeder
RD No. 0828 - Weber Tract
PO Box 20
Stockton, CA 95202-3020

Invoice Number: 21992
Date: 12/18/2017
KSN Project ID: 1204-9017

1204-9017 - Weber Tract Levee Maintenance 2017

Professional Services From: October 30, 2017 Through: December 03, 2017

01-001 - General Management

Labor	Hours	Rate	Amount
Assistant Project Manager			
11/02/17 Prepare District hiring packet for maintenance workers	1.00	160.00	160.00
Phase Subtotal			<u>160.00</u> <i>A.14</i>

04-001 - Vegetation Control

Labor	Hours	Rate	Amount
Inspector			
11/08/17 Review/process pay estimate for Custom Spraying	1.00	150.00	150.00
Phase Subtotal			<u>150.00</u> <i>A.3</i>

Invoice Total	<u><u>310.00</u></u>
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KJELDSSEN, SINNOCK & NEUDECK, INC.

CIVIL ENGINEERS AND LAND SURVEYORS

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KENNETH L. KJELDSSEN - RETIRED

Dan Schroeder
RD No. 0828 - Weber Tract
PO Box 20
Stockton, CA 95202-3020

Invoice Number: 22332
Date: 02/12/2018
KSN Project ID: 1204-9018

1204-9018 - Levee Maintenance 2018

Professional Services From: December 29, 2017 Through: January 28, 2018

01-001 - General Management

Labor	Hours	Rate	Amount
Inspector			
01/16/18 Review inspection reports & prep summary of needed maintenance	0.25	150.00	37.50
Phase Subtotal			<u>37.50</u> <i>A.M.A.</i>

04-001 - Vegetation Control

Labor	Hours	Rate	Amount
Inspector			
01/05/18 Prepare/transmit pesticide renewal permit to SJCo Ag Commission	1.00	150.00	150.00
01/16/18 Prepare field report re inspection of veg control services	0.25	150.00	37.50
Project Manager			
01/16/18 Review veg control contracts to verify services for summer weed control	0.75	180.00	135.00
01/26/18 Review/transmit pesticide permit to Custom Spraying	0.50	180.00	90.00
Labor Subtotal	<u>2.50</u>		<u>412.50</u>
Phase Subtotal			<u>412.50</u> <i>A.B.</i>

Invoice Total 450.00

KJELDEN, SINNOCK & NEUDECK, INC.

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PO Box 20
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Invoice Number: 22666
Date: 04/09/2018
KSN Project ID: 1204-9018

1204-9018 - Levee Maintenance 2018

Professional Services From: January 29, 2018 Through: April 01, 2018

04-001 - Vegetation Control

Labor		Hours	Rate	Amount
Inspector				
03/15/18	Comm w/Custom Spraying re herbicide application after July 1st	0.25	150.00	37.50
	Phase Subtotal			37.50
	Invoice Total			37.50

KJELDSSEN, SINNOCK & NEUDECK, INC.

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PO Box 20
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Invoice Number: 23063
Date: 06/08/2018
KSN Project ID: 1204-9018

1204-9018 - Levee Maintenance 2018

Professional Services From: April 02, 2018 Through: June 03, 2018

04-001 - Vegetation Control

		Hours	Rate	Amount
Labor				
Inspector				
05/04/18	Prepare/submit contract for summer vegetation control services	1.25	150.00	187.50
Expense		Cost/Units	Rate	Amount
	Printing Charges	7.60	1.10	8.36
	Phase Subtotal			195.86
	Invoice Total		<i>A.B</i>	195.86

KJELDEN, SINNOCK & NEUDECK, INC.
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Invoice Number: 23198
 Date: 07/12/2018
 KSN Project ID: 1204-9018

1204-9018 - Levee Maintenance 2018

Professional Services From: June 04, 2018 Through: June 30, 2018

04-001 - Vegetation Control

Labor	Hours	Rate	Amount
Project Manager			
06/06/18 Comm w/Dist for approval on veg control project	0.25	180.00	45.00
Phase Subtotal			45.00

A.B

07-001 - Other Maintenance

Labor	Hours	Rate	Amount
Project Manager			
06/21/18 Review possible funding from SWRCB OPC re homeless cleanup & deterrent	0.50	180.00	90.00
Assistant Project Manager			
06/12/18 Prepare draft response to Caltrans	1.00	160.00	160.00
Labor Subtotal	1.50		250.00
Phase Subtotal			250.00

Invoice Total *A.15* 295.00

Exhibit D

KJELDSSEN, SINNOCK & NEUDECK, INC.
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PO Box 20
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Invoice Number: 21312
Date: 08/11/2017
KSN Project ID: 1204-0050

1204-0050 - Levee Subvention Program

Professional Services From: July 01, 2017 Through: July 30, 2017

50-001 - Program Management

Labor	Hours	Rate	Amount
Principal Engineer			
07/14/17 Subvention claim management	0.50	240.00	120.00
Project Manager			
07/05/17 Subvention claim coord re data compilation & audit for outstanding issues	0.25	180.00	45.00
07/11/17 Rev CVFPB & DSC MOU for impacts/ID of add'l unnecessary cost to Dist	0.25	180.00	45.00
07/19/17 Review initial claim processing for FY 16-17 & CEQA processing methods	0.25	180.00	45.00
Grant Manager			
07/03/17 Review/file subvention final claims for FY 15-16	0.25	140.00	35.00
07/06/17 File subvention reimbursement payment for FY 15-16	0.25	140.00	35.00
07/26/17 Review signed Dist resolution for FY 17-18; compile add'l filing docs	0.75	140.00	105.00
Administrative III			
07/13/17 Document prep/review for submittal	0.50	98.00	49.00
Labor Subtotal	3.00		479.00
Expense			
SJ County Recorder - CEQA Cert Resolution Filing Fee	50.00	1.10	55.00
Phase Subtotal			534.00
Invoice Total			534.00

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Invoice Number: 21517
Date: 09/19/2017
KSN Project ID: 1204-0050

1204-0050 - Levee Subvention Program

Professional Services From: July 31, 2017 Through: September 03, 2017

50-001 - Program Management

Labor	Hours	Rate	Amount
Principal Engineer			
08/04/17 Attend Delta Levee Habitat Advisory Committee meeting	0.50	240.00	120.00
08/31/17 Mtg w/subventions program mgmt to eval program criteria/grant opportunities	0.50	240.00	120.00
09/01/17 Attend Delta Levee Habitat Advisory Committee meeting	0.50	240.00	120.00
Project Manager			
08/11/17 Rev changes in PW reporting, source of funding & annual reporting to DIR	0.50	180.00	90.00
08/28/17 Process subvention claim for FY 16-17	0.25	180.00	45.00
08/31/17 Mtg w/subventions/special projects staff to review program operations	0.25	180.00	45.00
Assistant Project Manager			
08/08/17 Receive/file CEQA Notice of Exemption from County	0.25	160.00	40.00
08/09/17 Receive/file CEQA Notice of Exemption from County	0.25	160.00	40.00
08/28/17 Environmental review of subvention claims for FY 16-17	0.25	160.00	40.00
Grant Manager			
07/31/17 Compile/transmit Certificate of Resolution to County Recorder for filing	0.50	140.00	70.00
08/03/17 Prepare/transmit notice of submittal for claim docs for FY 16-17	0.25	140.00	35.00
08/09/17 Review/file CEQA Notice of Exemption of posting for FY 17-18	0.25	140.00	35.00
08/10/17 Prepare subvention claim files for FY 17-18	0.25	140.00	35.00
08/14/17 Comm w/E Trujillo re Dist subvention claim invoices for FY 16-17	0.25	140.00	35.00
08/15/17 Prepare subvention claim for FY 16-17	1.00	140.00	140.00
08/24/17 Prepare subvention claim for FY 16-17	1.25	140.00	175.00
08/28/17 Prepare subvention claim for FY 16-17	1.00	140.00	140.00
09/01/17 Prepare subvention claim for FY 17-18	0.25	140.00	35.00
Administrative III			
08/11/17 Finalize documents for submittal & prep for mailing/ filing	0.50	98.00	49.00
Labor Subtotal	8.75		1,409.00
Phase Subtotal			1,409.00

Invoice Total

1,409.00

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Invoice Number: 21674
Date: 10/18/2017
KSN Project ID: 1204-0050

1204-0050 - Levee Subvention Program

Professional Services From: September 04, 2017 Through: October 01, 2017

50-001 - Program Management

Labor	Hours	Rate	Amount
Principal Engineer			
09/11/17 Attend SJAFCA meeting	0.50	240.00	120.00
09/22/17 Review/sign final subvention claim	1.00	240.00	240.00
Project Manager			
09/04/17 Process/review subvention claim for FY 16-17	0.50	180.00	90.00
09/17/17 Review/process subvention claim for FY 16-17	0.50	180.00	90.00
09/22/17 Process subvention claim for FY 16-17	1.00	180.00	180.00
09/28/17 Process subvention claim for FY 16-17	0.25	180.00	45.00
Grant Manager			
09/07/17 Prepare subvention claim for FY 16-17	0.75	140.00	105.00
09/08/17 Prepare subvention claim for FY 16-17	0.75	140.00	105.00
09/12/17 Prepare subvention claim for FY 16-17	0.25	140.00	35.00
09/19/17 Prepare subvention claim for FY 16-17	0.50	140.00	70.00
09/21/17 Prepare subvention claim for FY 16-17	0.50	140.00	70.00
09/25/17 Prepare subvention claim for FY 17-18	0.25	140.00	35.00
09/26/17 Prepare subvention claim for FY 16-17	0.50	140.00	70.00
Administrative III			
09/06/17 Document prep/review for submittal	0.50	98.00	49.00
Labor Subtotal	<u>7.75</u>		<u>1,304.00</u>
Phase Subtotal			<u>1,304.00</u>
Invoice Total			<u><u>1,304.00</u></u>

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Invoice Number: 21831
Date: 11/13/2017
KSN Project ID: 1204-0050

1204-0050 - Levee Subvention Program

Professional Services From: October 02, 2017 Through: October 29, 2017

50-001 - Program Management

Labor	Hours	Rate	Amount
Principal Engineer			
10/06/17 Attend Delta Levee Habitat Advisory Committee meeting	0.50	240.00	120.00
10/20/17 Attend 2017 Preseason Flood Coordination/Emerg Response mtg	0.50	240.00	120.00
10/25/17 Subvention claim management	0.50	240.00	120.00
Project Manager			
10/06/17 Process subvention claim for FY 16-17	0.25	180.00	45.00
10/11/17 DWR mtg re assessment/emerg response; comm w/OES re planning/training	1.00	180.00	180.00
10/25/17 Process subvention claim for FY 16-17	0.75	180.00	135.00
Grant Manager			
10/02/17 Prepare subvention claim for FY 16-17	0.50	140.00	70.00
10/04/17 Compile/transmit final subvention claim to ARC for printing	1.25	140.00	175.00
10/09/17 Transmit final subvention claim for FY 16-17 to DWR & CDFW via email	0.25	140.00	35.00
10/10/17 Review printed final subvention claim for FY 16-17 from ARC	0.25	140.00	35.00
10/13/17 Subvention file maintenance for FY 16-17	0.25	140.00	35.00
10/25/17 Review/file work agreement for FY 17-18	0.25	140.00	35.00
Administrative III			
10/18/17 Finalize documents for submittal & prep for mailing/ filing	0.25	98.00	24.50
Labor Subtotal	6.50		1,129.50
Expense			
	Cost/Units	Rate	Amount
ARC - Subvention Final Claim	146.04	1.10	160.64
FedEx - Subvention Final Claim	9.38	1.10	10.32
Expense Subtotal			170.96
Phase Subtotal			1,300.46
Invoice Total			1,300.46

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Invoice Number: 21989
Date: 12/18/2017
KSN Project ID: 1204-0050

1204-0050 - Levee Subvention Program

Professional Services From: October 30, 2017 Through: December 03, 2017

50-001 - Program Management

Labor	Hours	Rate	Amount
Principal Engineer			
11/03/17 Attend Delta Levee Habitat Advisory Committee meeting	0.50	240.00	120.00
11/10/17 Subvention claim management	0.50	240.00	120.00
11/16/17 Attend SJAFCA meeting	1.00	240.00	240.00
Project Manager			
10/31/17 Review AB 52 requirements relative to District & CEQA	0.50	180.00	90.00
11/03/17 Rsrch status of program extension/AB 732/delayed pmnts/DWR mgmt support	0.50	180.00	90.00
11/07/17 Review claims, fall inspection schedule & funding	0.25	180.00	45.00
11/21/17 Prep letter to Dist re program docs & PW requirements & contracting	0.50	180.00	90.00
11/22/17 Review/respond to DWR claim adjustments for FY 16-17	0.25	180.00	45.00
11/30/17 Mtg re subvention program; comm w/Dist re proper claim docs/procedures	1.25	180.00	225.00
12/01/17 Attend Delta Levee Habitat Advisory Committee meeting	0.25	180.00	45.00
Grant Manager			
11/03/17 Prepare subvention claim for FY 17-18	0.25	140.00	35.00
11/06/17 Prepare subvention claim for FY 17-18	0.25	140.00	35.00
11/09/17 Subvention file maintenance for FY 16-17; review claim adjustment	0.50	140.00	70.00
11/10/17 Transmit final subvention claim for FY 16-17 to DWR	0.25	140.00	35.00
11/29/17 Prepare subvention claim for FY 17-18	0.25	140.00	35.00
Administrative III			
11/13/17 Finalize documents for submittal & prep for mailing/ filing	0.50	98.00	49.00
Labor Subtotal	7.50		1,369.00
Phase Subtotal			1,369.00
Invoice Total			1,369.00

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Invoice Number: 22137
Date: 01/12/2018
KSN Project ID: 1204-0050

1204-0050 - Levee Subvention Program

Professional Services From: December 04, 2017 Through: December 31, 2017

50-001 - Program Management

Labor	Hours	Rate	Amount
Principal Engineer			
12/20/17 Subvention claim management	0.50	240.00	120.00
Inspector			
12/11/17 Annual inspection tour w/DWR & CDFW	1.00	150.00	150.00
12/12/17 Prepare inspection report re annual tour w/DWR & CDFW	0.25	150.00	37.50
Project Manager			
12/15/17 Coord w/DWR & CDFW re inspections/claim reviews/habitat/funding	0.50	180.00	90.00
12/19/17 Rev subvention docs; coord/status of subvention inspections for FY 16-17	0.25	180.00	45.00
12/27/17 Coord w/DWR & OES re emerg supply container deployment	0.25	180.00	45.00
Grant Manager			
12/04/17 Update subvention work agreement for FY 17-18	0.25	140.00	35.00
12/07/17 Subvention file maintenance	0.25	140.00	35.00
12/19/17 Subvention file maintenance	0.25	140.00	35.00
12/28/17 Prepare subvention claim for FY 17-18	0.25	140.00	35.00
Administrative III			
12/18/17 Finalize documents for submittal	0.25	98.00	24.50
	Labor Subtotal		652.00
	Phase Subtotal		652.00
		Invoice Total	652.00

KJELDSSEN, SINNOCK & NEUDECK, INC.

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PO Box 20
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Invoice Number: 22329
Date: 02/12/2018
KSN Project ID: 1204-0050

1204-0050 - Levee Subvention Program

Professional Services From: January 01, 2018 Through: January 28, 2018

50-001 - Program Management

Labor	Hours	Rate	Amount
Principal Engineer			
01/12/18 Subvention claim management	0.50	240.00	120.00
Project Manager			
01/02/18 Coord w/DWR on deployment of flood fight containers	0.25	180.00	45.00
01/05/18 Attend Delta Levee Habitat Advisory Committee mtg	0.25	180.00	45.00
01/12/18 Prepare subvention application for FY 18-19	0.50	180.00	90.00
01/16/18 Review CEQA process for AB 52 & environmental compliance	0.25	180.00	45.00
01/18/18 Prepare subvention application for FY 18-19	0.25	180.00	45.00
01/24/18 Comm/coord re inclusion of budget info/audit reports into application	0.50	180.00	90.00
Grant Manager			
01/02/18 Review/file subvention claim approval for FY 16-17	0.25	140.00	35.00
01/09/18 Review/prepare subvention application worksheet for FY 18-19	0.25	140.00	35.00
01/10/18 Prepare subvention application for FY 18-19	0.25	140.00	35.00
01/11/18 Prepare subvention files for FY 18-19	0.25	140.00	35.00
01/16/18 Prepare subvention procedures for claim eligibility	1.75	140.00	245.00
01/22/18 Prepare subvention application for FY 18-19	0.25	140.00	35.00
GIS/CAD Technician III			
01/16/18 Prepare levee patrol report form per District request	1.00	135.00	135.00
Administrative III			
01/12/18 Finalize documents for submittal & prep for mailing/ filing	0.25	98.00	24.50
Labor Subtotal	6.75		1,059.50
Phase Subtotal			1,059.50

Invoice Total 1,059.50

KJELDSSEN, SINNOCK & NEUDECK, INC.
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Invoice Number: 22486
Date: 03/19/2018
KSN Project ID: 1204-0050

1204-0050 - Levee Subvention Program

Professional Services From: January 29, 2018 Through: March 04, 2018

50-001 - Program Management

Labor	Hours	Rate	Amount
Principal Engineer			
02/08/18 Mtg w/USACE re outcome of non-project levee inspection	1.50	240.00	360.00
Project Manager			
01/30/18 Mtg w/DWR & OES re flood fight container deployment/resupply/logistics	0.25	180.00	45.00
02/01/18 Review environmental work windows w/Biologist to verify current schedule	0.25	180.00	45.00
02/08/18 Compile add'l financial data/equip rates/CEQA notices for Dist application	0.50	180.00	90.00
Grant Manager			
02/06/18 Prepare subvention claim for FY 17-18	0.25	140.00	35.00
02/15/18 Prepare subvention claim for FY 17-18	0.25	140.00	35.00
02/28/18 Prepare subvention claim for FY 17-18	0.25	140.00	35.00
Administrative III			
02/12/18 Finalize documents for submittal	0.25	98.00	24.50
	9.00		669.50
	Labor Subtotal		
	Phase Subtotal		

Invoice Total

669.50

KJELDSSEN, SINNOCK & NEUDECK, INC.

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Invoice Number: 22664
Date: 04/09/2018
KSN Project ID: 1204-0050

1204-0050 - Levee Subvention Program

Professional Services From: March 05, 2018 Through: April 01, 2018

50-001 - Program Management

Labor		Hours	Rate	Amount
Principal Engineer				
03/19/18	Subvention claim management	0.50	240.00	120.00
03/23/18	Prepare subvention application for FY 18-19	1.00	240.00	240.00
Project Manager				
03/06/18	Prepare financial info for application	0.25	180.00	45.00
03/09/18	Review/comm w/DWR re application reqs & prepping for submittal deadline	0.25	180.00	45.00
03/15/18	Process subvention application for FY 18-19	0.25	180.00	45.00
03/21/18	Review subvention application for FY 18-19	0.25	180.00	45.00
03/26/18	Process subvention application for FY 18-19	0.50	180.00	90.00
Grant Manager				
03/06/18	Prepare subvention claim for FY 17-18	0.25	140.00	35.00
03/13/18	Prepare subvention claim files for FY 17-18	0.25	140.00	35.00
03/20/18	Prepare request for annual audit report for FY 18-19	0.25	140.00	35.00
03/29/18	Prepare subvention application for FY 18-19	0.75	140.00	105.00
03/30/18	Prepare subvention application for FY 18-19	0.25	140.00	35.00
Administrative III				
03/21/18	Prepare project documents for mailing & filing	0.25	98.00	24.50
	Labor Subtotal	5.00		899.50
	Phase Subtotal			899.50
	Invoice Total			899.50

KJELDEN, SINNOCK & NEUDECK, INC.

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KENNETH L. KJELDEN - RETIRED

Dan Schroeder
RD No. 0828 - Weber Tract
PO Box 20
Stockton, CA 95202-3020

Invoice Number: 22868
Date: 05/09/2018
KSN Project ID: 1204-0050

1204-0050 - Levee Subvention Program

Professional Services From: April 02, 2018 Through: April 29, 2018

50-001 - Program Management

Labor	Hours	Rate	Amount
Principal Engineer			
04/09/18 Subvention claim management	0.50	240.00	120.00
Project Manager			
04/05/18 Coord re maint planning concerns w/work windows/timing/constraints/costs	0.25	180.00	45.00
04/18/18 Mtg w/DWR & CVFPB re subvention prog/permitting/budgets/applications	0.25	180.00	45.00
04/19/18 Prep analysis re Delta Stewardship Council ability to pay	0.25	180.00	45.00
Grant Manager			
04/03/18 Compile/transmit subvention application to Dist for FY 18-19	0.25	140.00	35.00
04/04/18 Prepare subvention claim for FY 17-18	0.25	140.00	35.00
04/11/18 Review subvention reimbursement computations for FY 16-17	0.25	140.00	35.00
04/16/18 Prepare CEQA Notice of Exemption for signature	0.25	140.00	35.00
04/24/18 Review application amts for submittal to CVFPB for FY 18-19	0.25	140.00	35.00
04/26/18 Review/file CEQA Notice of Exemption from district	0.25	140.00	35.00
Administrative III			
04/09/18 Finalize documents for submittal	0.25	98.00	24.50
	<u>3.00</u>		<u>489.50</u>
Labor Subtotal			<u>489.50</u>
Phase Subtotal			<u>489.50</u>
			<u>489.50</u>
		Invoice Total	<u><u>489.50</u></u>

KJELDSSEN, SINNOCK & NEUDECK, INC.

CIVIL ENGINEERS AND LAND SURVEYORS

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KENNETH L. KJELDSSEN - RETIRED

Dan Schroeder
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PO Box 20
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Invoice Number: 23061
Date: 06/08/2018
KSN Project ID: 1204-0050

1204-0050 - Levee Subvention Program

Professional Services From: April 30, 2018 Through: June 03, 2018

50-001 - Program Management

Labor		Hours	Rate	Amount
Principal Engineer				
05/09/18	Subvention claim management	1.00	240.00	240.00
05/10/18	Prep budget trailer bill re subvention prog continuation & elimination of sunset	0.50	240.00	120.00
06/01/18	Attend Delta Levee Habitat Advisory Committee mtg	0.25	240.00	60.00
Project Manager				
04/30/18	Prep analysis re Delta Stewardship Council ability to pay & impact to funding	0.25	180.00	45.00
05/08/18	Prep analysis re ability to pay & impacts to maint funding capability by Dist	0.50	180.00	90.00
Grant Manager				
05/01/18	Review/file CEQA Notice of Exemption for FY 18-19	0.25	140.00	35.00
05/07/18	Review April subvention to determine what is claimable for FY 17-18	0.75	140.00	105.00
05/18/18	Prepare subvention claim for FY 17-18	0.25	140.00	35.00
05/22/18	Prepare subvention claim for FY 17-18	0.25	140.00	35.00
Administrative III				
05/09/18	Finalize documents for submittal	0.25	98.00	24.50
	Labor Subtotal	4.25		789.50
	Phase Subtotal			789.50

Invoice Total 789.50

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KENNETH L. KJELDEN - RETIRED

Dan Schroeder
RD No. 0828 - Weber Tract
PO Box 20
Stockton, CA 95202-3020

Invoice Number: 23196
Date: 07/12/2018
KSN Project ID: 1204-0050

1204-0050 - Levee Subvention Program

Professional Services From: June 04, 2018 Through: June 30, 2018

50-001 - Program Management

Labor		Hours	Rate	Amount
Principal Engineer				
06/08/18	Subvention claim management	0.50	240.00	120.00
Project Manager				
06/05/18	Maint planning relative to habitat preservation & regulations	0.25	180.00	45.00
06/11/18	Review claim preparation procedures re equip rates; comm w/DWR	0.25	180.00	45.00
06/21/18	Prepare for claim processing for FY 17-18; reconcile claims for FY 16-17	0.25	180.00	45.00
06/29/18	Coord re preparation/processing of subvention claim for FY 17-18	0.25	180.00	45.00
Grant Manager				
06/07/18	Prepare subvention claim for FY 17-18	0.25	140.00	35.00
06/15/18	Prepare subvention claim for FY 17-18	0.25	140.00	35.00
06/25/18	Prepare subvention claim for FY 17-18	0.50	140.00	70.00
Administrative III				
06/08/18	Finalize documents for submittal & prep for mailing/ filing	0.25	98.00	24.50
	Labor Subtotal	2.75		464.50
	Phase Subtotal			464.50
	Invoice Total			464.50

Exhibit E

KJELDSSEN, SINNOCK & NEUDECK, INC.
CIVIL ENGINEERS AND LAND SURVEYORS

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KENNETH L. KJELDSSEN - RETIRED

Dan Schroeder
RD No. 0828 - Weber Tract
PO Box 20
Stockton, CA 95202-3020

Invoice Number: 21314
Date: 08/11/2017
KSN Project ID: 1204-0170

1204-0170 - O&M Manual

Professional Services From: July 01, 2017 Through: July 30, 2017

01-001 - Develop O&M Manual

Labor		<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Principal Engineer				
07/27/17	Review & general supervision of comments	1.50	240.00	360.00
Associate Engineer				
07/17/17	Update O&M Manual	1.25	210.00	262.50
07/20/17	Compile/print O&M Manual for Board mtg	1.75	210.00	367.50
07/26/17	Update O&M Manual	0.50	210.00	105.00
	Labor Subtotal	<u>5.00</u>		<u>1,095.00</u>
Expense		<u>Cost/Units</u>	<u>Rate</u>	<u>Amount</u>
	Printing Charges	105.00	1.10	115.50
	Phase Subtotal			<u>1,210.50</u>
	Invoice Total			<u><u>1,210.50</u></u>

KJELDEN, SINNOCK & NEUDECK, INC.

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RD No. 0828 - Weber Tract
PO Box 20
Stockton, CA 95202-3020

Invoice Number: 21991
Date: 12/18/2017
KSN Project ID: 1204-0170

1204-0170 - O&M Manual

Professional Services From: July 31, 2017 Through: December 03, 2017

02-001 - 2017 Fall Inspection

Labor		Hours	Rate	Amount
Principal Engineer				
11/06/17	General project supervision	1.00	240.00	240.00
Associate Engineer				
11/06/17	Prepare inspection docs for boat survey	1.50	210.00	315.00
11/16/17	Compile inspection docs & summarize deficiencies	5.25	210.00	1,102.50
Inspector				
11/14/17	Boat inspection of water side slope	11.00	150.00	1,650.00
11/15/17	Prepare field report re inspection of water side slope	1.75	150.00	262.50
GIS/CAD Technician I				
11/03/17	Prepare inspection docs for boat survey	1.00	90.00	90.00
11/06/17	Prepare inspection docs for boat survey	2.00	90.00	180.00
	Labor Subtotal	23.50		3,840.00
Expense		Cost/Units	Rate	Amount
	Fuel/Oil for Boat Inspection	50.04	1.10	55.04
	Phase Subtotal			3,895.04
	Invoice Total			<u>3,895.04</u>

KJELDSSEN, SINNOCK & NEUDECK, INC.

CIVIL ENGINEERS AND LAND SURVEYORS

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RD No. 0828 - Weber Tract
PO Box 20
Stockton, CA 95202-3020

Invoice Number: 23197
Date: 07/12/2018
KSN Project ID: 1204-0055

1204-0055 - Environmental Services

Professional Services From: April 30, 2018 Through: June 30, 2018

01-001 - General Services

Labor		Hours	Rate	Amount
Project Manager				
06/20/18	Comm w/CDFW re Nutria eradication to prevent levee damage	0.25	180.00	45.00
	Phase Subtotal			45.00
	Invoice Total			45.00

Exhibit F

KJELDSSEN, SINNOCK & NEUDECK, INC.
 CIVIL ENGINEERS AND LAND SURVEYORS

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KENNETH L. KJELDSSEN - RETIRED

Dan Schroeder
 RD No. 0828 - Weber Tract
 PO Box 20
 Stockton, CA 95202-3020

Invoice Number: 22869
 Date: 05/09/2018
 KSN Project ID: 1204-0055

1204-0055 - Environmental Services

Professional Services From: October 30, 2017 Through: April 29, 2018

01-001 - General Services

Labor		<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Project Manager				
04/09/18	Comm w/CDFW re mitigation completion & expedited payments	0.25	180.00	45.00
04/17/18	Comm w/Biologist re garter snakes/blackbirds & impacts to work areas	0.25	180.00	45.00
04/26/18	Review notices re garter snakes/blackbirds; rsrch permitting & other impacts	0.25	180.00	45.00
	Labor Subtotal	<u>0.75</u>		<u>135.00</u>
	Phase Subtotal			<u>135.00</u>
				<u>135.00</u>
				<u><u>135.00</u></u>
				<u><u>135.00</u></u>

Invoice Total

**DELTA LEVEE SUBVENTIONS PROGRAM
FISCAL YEAR 2017 - 2018**

CLAIM INFORMATION FORM

SECTION 3

**AB 360 PROGRAM
FUNDING CLAIM INFORMATION FORM**

This form must accompany all Subventions and Special Project funding claims for levee work under the AB 360 program. This includes progress claims, final claims, and emergency work (as soon after work completion as possible). This form is intended to summarize information necessary to comply with AB 360 mitigation/enhancement requirements. Use of this form will expedite the field inspection and payment process. It does not replace any other required AB 360 paperwork.

1. Claimant Information

A. Reclamation District Name/Number:

Reclamation District No. 828 – Weber Tract

B. Engineer:

Kjeldsen, Sinnock & Neudeck, Inc.

C. Fiscal Year:

2017 - 2018

2. Work Description

Briefly describe the work actually performed. Identify locations by levee station and land/waterside as applicable. Include work dates. If there are various work locations, include the range of work stations. Provide pre-project and post-project photographs of any in-water work.

A. Annual Routine Maintenance

- i. Roads: **N/A**
- ii. Erosion/Subsidence: **N/A**
- iii. Drainage Control: **N/A**
- iii. Toe Drain Cleaning: **N/A**

- iv. **Vegetation Control: Routine vegetation control including mowing and chopping of Arundo species as needed between stations 20+00 to 60+00. Spraying of weeds between stations 19+00 to 85+00. Routine Vegetation Control practices are performed in a manner consistent with the SB34 Delta Levees Mitigation Guidance Document, pursuant to DFG Routine Maintenance Agreement No. 1600-2009-0092-3, and in compliance with existing agreements between the U.S. Army Corps of Engineers, the State Reclamation Board and the District.**
- v. **Waterside Slope Protection: N/A**
- vi. **Other: N/A**

B. Levee Rehabilitation

- i. **HMP: N/A**
- ii. **Bulletin 192-82: N/A**
- iii. **Other: N/A**

C. Emergency Work

- i. **Storm Repair (Reference FEMA Disaster Number e.g. 1155DR): N/A**

D. Other: N/A

3. Mapping

Attach a map showing work locations. Include levee stations to the nearest 1,000 feet.

4. Project Impacts

Describe project impacts to vegetation. Include location, description, and pre- and post-project photographs of any vegetation (except ruderal) removed:

The District has not reported any impacts to vegetation.

SIGNATURES

DISTRICT

DEPARTMENT OF FISH AND WILDLIFE

District Engineer

Christopher H. Spalding

Representative

Date Completed

0/17/10

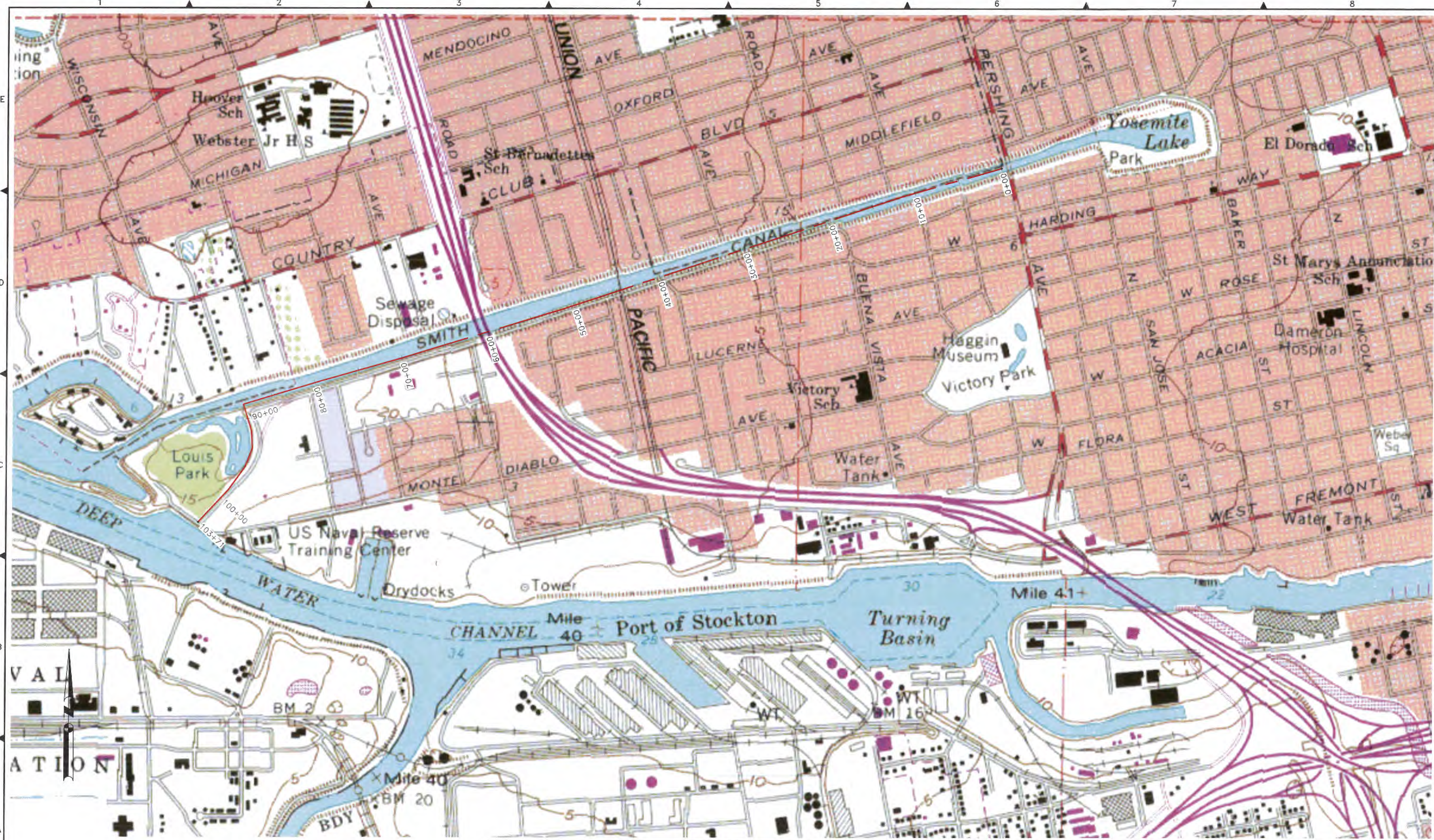
Date Accepted

DELTA LEVEE SUBVENTIONS PROGRAM
FISCAL YEAR 2017 - 2018

MAP

SECTION 4

FILE SPEC: P:\1204_828-Weber Tract\Bose Map\Bose Map_R0 828.dwg
 PLOT DATE: Dec 03, 2010 - 1:40pm



K KJELDSSEN
S SINNOCK
N NEUDECK
 INC. Civil Engineers
 and Land Surveyors
 Post Office Box 844
 711 N. Pershing Avenue
 Stockton, CA 95201-0844
 Office: (209) 946-0268
 Faxes: (209) 946-0296
 E-mail: ksn@ksninc.com

RECLAMATION DISTRICT 828
 WEBER TRACT
 SAN JOAQUIN COUNTY, CALIFORNIA

 BASE MAP

Revisions				
No.	Description	Date	By	Apprd. By

Design
 Drawn EEA
 Check CHN

Scale
 1" = 500'
 Original Drawing Scale
 0 1/2" 1"

Date
 DECEMBER 2010
 Sheet Number
 1 Of 1
 Project File No.
 1204-0010

ITEM 9

RD 828: MASTER CALENDAR

JANUARY

- Board Meeting – 3rd Thursday at 8:30 a.m.
- Adopt Subventions Agreement Resolution
- Election of Officers (After an election)
- Obtain Insurance to be Approved. Insurance year is April to March

FEBRUARY

- Send out Form 700s, remind Trustees of April 1 filing date
- Update Document Retention Policy

MARCH

APRIL

- April 1: Form 700s due
- Board Meeting – 3rd Thursday at 8:30 a.m.
- Renew District Insurance

MAY

JUNE

JULY

- Board Meeting – 3rd Thursday at 8:30 a.m.
- Approve Audit Contract for expiring fiscal year
- Adopted Annual Budget
- Adopt Resolution for setting Assessments and submit to County Assessor's Office
- Adopt Notice of Exemptions Resolution

AUGUST

- August 1: Deadline to certify assessments for tax-roll and deliver to County (duration of current assessment: Indefinite).
- August 1: Insurance renewal
- Send handbills for collection of assessments for public entity-owned properties
- In election years, opening of period for secretary to receive petitions for nomination of Trustees (75 days from date of election.) (*Cal. Wat. Code §50731.5*)

SEPTEMBER

- In election years, last legal deadline to post notice that petitions for nomination of Trustees may be received (7 days prior to close of closure.) (*Cal. Wat. Code §50731.5*).

- In election years, closing of acceptance of petitions for nomination of Trustees (54 days from date of election.) (*Cal. Wat. Code §50731.5*).

OCTOBER

- Publish Notice of Election, odd numbered years (once per week, 4 times, commencing at least 1 month prior to election).
- Board Meeting – 3rd Thursday at 8:30 a.m.

NOVEMBER

- Election.

DECEMBER

- New Trustee(s) take office, outgoing Trustee(s) term(s) end on first Friday of each odd-numbered year.

Term of Current Board Members:

Name	Term Commenced	Term Ends
Bill Mendelson	First Friday 12/2017	First Friday of 12/2021
Debbie Provost	First Friday 12/2015	First Friday of 12/2019
Paul Marsh	Appointed 8/13/2017	First Friday of 12/2019

No Expiration on Assessment

Refund of Smith Canal Closure Election Contribution – when there is adequate surplus funding available, the disbursement of which will not generate Project delays.