

**AGENDA
REGULAR MEETING OF THE
BOARD OF DIRECTORS OF THE
OAKDALE IRRIGATION DISTRICT
TUESDAY, MAY 15, 2018**

Agendas and Minutes are on our website at www.oakdaleirrigation.com

CALL TO ORDER 9:00 a.m., the Boardroom of the District Office
1205 East F Street, Oakdale, California 95361

PLEDGE OF ALLEGIANCE

ROLL CALL Directors Orvis, Altieri, Doornenbal, Santos, DeBoer

ADDITIONS OR DELETION OF AGENDA ITEMS

ACTION TO TAKE VARIOUS ITEMS OUT OF SEQUENCE

PUBLIC COMMENTS – ITEM 1

1. The Board of Directors welcomes participation in meetings. This time is provided for the public to address the Directors of the District on matters of concern that fall within the jurisdiction of the Board that are not on the agenda.

Speakers are encouraged to consult District Management or Directors prior to agenda preparation regarding any District operation or responsibility as no action will be taken on non-agenda issues. It is not required, but speakers may provide their name and address.

Because these are non-agenda matters, generally no discussion or comment by the Board should be expected except to properly refer the matter for review or action as appropriate.

Public Comments will be limited to five minutes per speaker.

CONSENT CALENDAR - ITEMS 2 - 11
--

Agenda items listed under the Consent Calendar may be acted upon individually, in whole or in part. Subsequently, should discussion on a particular item be desired, you should identify the item now so as to remove it from the list of items to be approved under one motion. Any items removed from the list on Consent Calendar items will be discussed and acted upon individually following action on the remaining Consent Calendar items if so moved.

2. Approve the **Board of Directors' Minutes of the Regular Meeting of May 1, 2018 and Resolution No. 2018-32**
3. Approve **Oakdale Irrigation District Statement of Obligations**
4. Approve **Work Release No. 013 to General Services Agreement 2013-GSA-010 with Grover Tree Service for the Removal and Disposal of six Eucalyptus Trees located on the Hirschfeld Lateral**
5. Approve **Amendment No. 005 to General Services Agreement 2013-GSA-045 with Far West Laboratories for Revised Rate Schedule**
6. Approve **Amendment No. 5 to General Services Agreement 2013-GSA-30 with Dennis Wing Trucking for Revised Rate Schedule**
7. Approve **General Services Agreement 2018-GSA-003 with KBK Dust Control Service, Inc. for Dust Control Services and to Authorize General Manager to Execute**
8. Approve **Purchase of One (1) New Eagle CP30-RPM Metal Bender/Roller from Elite Metal Tools (Budgeted)**
9. Approve **Encroachment permit and Agricultural Discharge Permit on the Finney Drain (APN: 014-030-001 – The John and Jacqueline Brichetto 2008 Revocable Trust Dated May 7, 2008, Joseph P. Brichetto, John M. and Lee Ana L. Brichetto)**
10. Approve **Request for New Connection of a Substandard Parcel (APN: 002-025-14 – Edward L. Brown and Carla J. Brown)**
11. Approve **Developer Agreement for the Fairway 7 Estates Development (APN: 064-016-004 – Tesoro Homes, Inc.)**

ACTION CALENDAR – ITEMS 12

12. Review and take possible action on **the Request to Waive the \$100 Deposit and \$30 Late Fees, Placed on Rural Water Account (APN: 010-076-027 – Brack)**

DISCUSSION – ITEM 13

13. Discussion on business items as they appear on the Tri-Dam Board Agenda for Thursday, May 17, 2018

COMMUNICATIONS – ITEM 14

14. Oral Reports and Comments

A. General Manager's Report on Status of OLD Activities

B. Committee Reports

Finance Committee, May 1, 2018

- Pre-Audit Discussion

Domestic Water Committee, May 3, 2018

- Fairway 7 Will Serve Letter

C. Directors' Comments/Suggestions

CLOSED SESSION - ITEM 15

15. Closed Session to discuss the following:

A. **Government Code §54957.6 - Conference with Labor Negotiator**

Agency Negotiator: Directors Altieri and DeBoer

Unrepresented Employee: General Manager

B. **Government Code §54957(b)(4) – Review of Professional Services Contract re General Counsel**

OTHER ACTION – ITEM 16

16. Adjournment:

A. The next Regular Board Meeting of the **Oakdale Irrigation District Board of Directors** is scheduled for **Tuesday, June 5, 2018 at 9:00 a.m.** in the board room at 1205 East F Street, Oakdale, CA.

B. The next Joint Board Meeting of the **South San Joaquin and Oakdale Irrigation Districts** serving the **Tri-Dam Projects** and **Tri-Dam Authority** and other joint business matters is scheduled for **Thursday, May 17, 2018 at 9:00 a.m.** in the board room of the Oakdale Irrigation District, 1205 East F Street, Oakdale, CA.

Writings distributed to Board Members in connection with the open session items on this agenda are available for public inspection in the office of the Board Secretary. Any person who has a question concerning any of the agenda items may call the Administrative Assistant at (209) 840-5507.

ADA Compliance Statement: In compliance with the Americans with Disability Act, if you need special assistance to participate in this meeting, please contact the Administrative Assistant at (209) 840-5507. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting.



PUBLIC COMMENTS

No Information Included

BOARD MEETING OF MAY 15, 2018



AGENDA ITEMS CONSENT CALENDAR

BOARD MEETING OF MAY 15, 2018

BOARD AGENDA REPORT

Date: May 15, 2018
Item Number: 2
APN: N/A

SUBJECT: APPROVE THE BOARD OF DIRECTORS' MINUTES OF THE REGULAR MEETING OF MAY 1, 2018 AND RESOLUTION NO. 2018-32

RECOMMENDED ACTION: Approve

ATTACHMENTS:

- Draft Minutes of the Board of Directors' Regular Meeting of May 1, 2018
- Draft Resolution No. 2018-32

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

Orvis (Yes/No) Altieri (Yes/No) Doornenbal (Yes/No) Santos (Yes/No) DeBoer (Yes/No)

Action(s) to be taken:

MINUTES

Oakdale, California
May 1, 2018

The Board of Directors of the Oakdale Irrigation District invited all to recite the Pledge of Allegiance and then met in Regular Session at the hour of 9:00 a.m. Upon roll call, there were present:

Directors: Tom Orvis, President
Gail Altieri, Vice President
Herman Doornenbal
Linda Santos
Brad DeBoer

Staff Present: Steve Knell, General Manager/Secretary
Jason Jones, Support Services Manager
Eric Thorburn, Water Operations Manager

Also Present: Fred A. Silva, General Counsel
Tim O'Laughlin, Water Counsel

ADDITION OR DELETION OF AGENDA ITEMS

There were no deletions of agenda items.

ACTION TO TAKE VARIOUS ITEMS OUT OF SEQUENCE

There were no items taken out of sequence.

At the hour of 9:02 a.m. the Board welcomed public comment.

PUBLIC COMMENT ITEM NO. 1

There being no Public Comment; Public Comment closed at 9:02 a.m. and the Board Meeting continued.

Director Orvis requested that Item No. 3 be pulled from the Consent Calendar; Director Santos requested that Item Nos. 5, 6, and 7 be pulled from the Consent Calendar.

CONSENT ITEMS
ITEM NOS. 2, 4,

ITEM NO. 2

APPROVE THE BOARD OF DIRECTORS' MINUTES OF THE REGULAR MEETING OF
APRIL 17, 2018, AND RESOLUTION NOS. 2018-20, 2018-21, 2018-22, 2018-23,
2018-24, 2018-25, 2018-26, 2018-27, 2018-28, 2018-29, 2018-30, and 2018-31

A motion was made by Director Altieri, seconded by Director Santos, and unanimously supported to approve the Board of Directors' Minutes of the Regular Meeting of April 17, 2018, and Resolution Nos. 2018-20, 2018-21, 2018-22, 2018-23, 2018-24, 2018-25, 2018-26, 2018-27, 2018-28, 2018-29, 2018-30, and 2018-31.

ITEM NO. 4

ASSIGNMENT OF CAPITAL WORK
ORDER NUMBERS

A motion was made by Director Altieri, seconded by Director Santos, and unanimously supported to approve Assignment of Capital Work Order Numbers.

<u>Facility</u> <u>Order No.</u>	<u>Project Description</u>	<u>Estimated Cost</u>	<u>Work</u>
East Stub Pipeline	Install 1-12" line gate, 1-18"x12" PVC tee, 2018-030 20'-12" PVC pipe, 22'-18" PVC pipe, 1-18" air vent assembly 2-18" couplers, and 1-22.5 degree elbow. (APN: 002-057-018)	\$19,400	

The above Consent Items passed unanimously by the following vote:

Ayes: Directors Orvis, Altieri, Doornenbal, Santos, DeBoer
Noes: None
Absent: None

PULLED CONSENT ITEMS
ITEM NOS. 3, 5, 6, 7

ITEM NO. 3

APPROVE OAKDALE IRRIGATION
DISTRICT STATEMENT OF OBLIGATIONS

A motion was made by Director DeBoer, seconded by Director Doornenbal, and unanimously supported to approve the Oakdale Irrigation District's Statement of Obligations.

ITEM NO. 5

APPROVE ACCEPTANCE OF GRANT OF EASEMENT FOR A PORTION OF THE BROCKMAN LATERAL AND APPROVE THE ABANDONMENT AND QUITCLAIM OF THE REMAINDER OF THE BROCKMAN LATERAL (APN: 002-057-002/003 – JOHN AND JACQUELINE BRICHETTO 2008 REVOCABLE TRUST DATED MAY 7, 2008, JOHN M. BRICHETTO AND LEE ANA L. BRICHETTO, JOSEPH P. BRICHETTO, AND MICHAEL DAN RUSSELL AND DENISE E. RUSSELL)

A motion was made by Director Santos, seconded by Director Altieri, and unanimously supported to approve Acceptance of Grant of Easement for a portion of the Brockman Lateral and approve the Abandonment and Quitclaim of the remainder of the Brockman Lateral (APN: 002-057-002/003 – John and Jacqueline Brichetto 2008 Revocable Trust dated May 7, 2008, John M. Brichetto and Lee Ana L. Brichetto, Joseph P. Brichetto, and Michael Dan Russell and Denise E. Russell).

ITEM NO. 6

APPROVE REQUEST FOR NEW CONNECTION OF A SUBSTANDARD PARCEL (APN: 002-010-067 – CARL DENNIS MCCUTCHEON AND DONNA M. MCCUTCHEON)

A motion was made by Director Santos, seconded by Director Altieri, and unanimously supported to approve Request for New Connection of a Substandard Parcel (APN: 002-010-067 – Carl Dennis McCutcheon and Donna M. McCutcheon).

ITEM NO. 7

APPROVE QUITCLAIM OF AN EXISTING WEST PUMP PIPELINE NO. 2 EASEMENT IN EXCHANGE FOR ACCEPTANCE OF A NEW EASEMENT (APN: 064-016-004 – TESORO HOMES, INC.)

A motion was made by Director Santos, seconded by Director Altieri, and unanimously supported to approve Quitclaim of an Existing West Pump Pipeline No. 2 Easement in Exchange for Acceptance of a New Easement (APN: 064-016-004 – Tesoro Homes, Inc.).

The above Consent Items passed by a 5-0.

ACTION CALENDAR
ITEM NOS. 8, 9, 10, 11

ITEM NO. 8

REVIEW AND TAKE POSSIBLE ACTION
TO APPROVE SCOPE OF WORK FOR THE STANISLAUS BASIN PLAN

A motion was made by Director Doornenbal, seconded by Director DeBoer and unanimously supported to Approve Scope of Work for the Stanislaus Basin Plan.

ITEM NO. 9
REVIEW AND TAKE POSSIBLE ACTION TO ADOPT THE POSITION DESCRIPTION
AND SALARY RANGE FOR THE HUMAN RESOURCES ANALYST POSITION

A motion as made by Director Doornenbal, seconded by Director DeBoer, to adopt the Position Description and Salary Range for the Human Resources Analyst Position and was voted by the following roll call vote:

Director Doornenbal	Yes
Director DeBoer	Yes
Director Orvis	Yes
Director Santos	No
Director Altieri	No

Motion passed 3-2.

ITEM NO. 10
REVIEW AND TAKE POSSIBLE ACTION ON THE REQUEST TO WAIVE THE \$100
DEPOSIT AND \$6 LATE CHARGE PLACED ON RURAL WATER ACCOUNT
(APN: 010-051-016 - WALKER)

A motion as made by Director DeBoer, seconded by Director Doornenbal to deny the request to waive the \$100 deposit and the \$6 late charge placed on Rural Water Account (APN: 010-051-016 – Walker), and was voted by the following roll call vote:

Director Doornenbal	Yes
Director DeBoer	Yes
Director Orvis	Yes
Director Santos	No
Director Altieri	No

Motion passed 3-2.

ITEM NO. 11
REVIEW AND TAKE POSSIBLE ACTION TO CONDITIONALLY APPROVE THE
PROPOSED EAST F STREET CORRIDOR SPECIFIC PLAN AMENDMENT
ENCROACHMENTS WITHIN THE WEST PUMP NO. 2 EASEMENTS
(APNS: VARIOUS – CITY OF OAKDALE)

A motion was made by Director Doornenbal, seconded by Director Santos and unanimously supported to Conditionally Approve the Proposed East F Street Corridor Specific Plan Amendment Encroachments within the West Pump No. 2 Easements (APNS: Various – City of Oakdale).

DISCUSSION
ITEM NO. 12

ITEM NO. 12
DISCUSSION WATER QUALITY CONTROL PLAN
BY WATER COUNSEL, TIM O'LAUGHLIN

Water Counsel Tim O'Laughlin was present and discussed the Water Quality Plan and gave an update on its progress to the Board of Directors. This matter will also be discussed in Closed Session under 14.A.

COMMUNICATIONS
ITEM NO. 13

A. GENERAL MANAGERS REPORT

General Manager Steve Knell discussed items he provided in the Communications Section of the Board packet. He also gave an update on the Two-Mile Bar Tunnel Project.

B. COMMITTEE REPORTS

There were no committee reports.

D. DIRECTORS COMMENTS

Director Altieri

Director Altieri wanted to publicly thank four of OID's DSO's that had very positive working relationships with constituents and were always professional, helpful and accommodating.

Director Santos

Director Santos had no comments.

Director Doornenbal

Director Doornenbal had no comments.

Director DeBoer

Director DeBoer made a statement about the miss-portrayal by a constituent regarding annexation fees. He also stated he is not in favor of reviewing past Board decisions that have been made unless it is to correct an error.

Director Orvis

Director Orvis thanked OID's Water Operations Manager for his help working on abandonments. He also cautioned landowners about blocking historic drainage paths from their neighbors.

John Hanks, who represents the Ellis family spoke on their behalf on closed session Item B.

A member of the public, Robert Frobose, commented on Closed Session

At the hour of 11:00 a.m. the Board adjourned to Closed Session.

CLOSED SESSION

ITEM NO. 14

- A. Government Code §54956.9(d)(2) - Significant Exposure to Litigation**
One (1) Case
- B. Government Code §54956.9(d)(1) - Existing Litigation**
Gregory L. Ellis, et al., v. Oakdale Irrigation District
- C. Government Code §54957(b)(4) – Review of Professional Services**
Contract re General Counsel
- D. Government Code §54957.6 - Conference with Labor Negotiator**
Agency Negotiator: Ad Hoc Committee, Director Altieri / Director DeBoer
Unrepresented Employee: General Manager

At the hour of 1:01 p.m. the Board reconvened to open session.

There was no reportable action coming out of closed session.

OTHER ACTION

ITEM NO. 15

At the hour of 1:01 p.m. the meeting was adjourned. The next Regular Board Meeting of the **Oakdale Irrigation District Board of Directors** is scheduled for **Tuesday, May 15, 2018 at 9:00 a.m.** in the board room at 1205 East F Street, Oakdale, CA.

The next Joint Board Meeting of the **South San Joaquin and Oakdale Irrigation Districts** serving the **Tri-Dam Projects** and **Tri-Dam Authority** and other joint business matters is scheduled for **Thursday, May 17, 2018 at 9:00 a.m.** in the board room of the Tri-Dam Project, 31885 Old Strawberry Road, Strawberry, CA.

Thomas D. Orvis, President

Attest:

Steve Knell, P.E., Secretary

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2018-32**

**AUTHORIZING QUITCLAIM DEED TO
TESORO HOMES, INC.**

APN: 064-016-004

WHEREAS, a portion of the Oakdale Irrigation District facility known as the West Pump Pipeline No. 2, located within the East half of Section 12, Township 2 South, Range 10 East, Mount Diablo Base and Meridian in the unincorporated area of Stanislaus County, crosses the above-noted parcel; and

WHEREAS, to accommodate a proposed development the landowner has granted the Oakdale Irrigation District a new 30 foot easement, recorded as Inst. No. 2018-15145 per Stanislaus County Records, which is centered on the existing West Pump Pipeline No. 2; and

WHEREAS, the new 30 foot easement is sufficient for the Oakdale Irrigation District's access, and OID staff has determined quitclaim of the existing 50 foot easement will not be detrimental to OID operations.

NOW THEREFORE BE IT RESOLVED, that any interest in the easement granted to the Oakdale Irrigation District and recorded December 12, 1984 as Inst. No. 27739 in Volume 23 at Page 569 in the Office of the Stanislaus County Recorder be quitclaimed to the titled owner of said property, and that said Quitclaim in its entirety is incorporated herein by reference to this Resolution.

Upon Motion of Director Santos, seconded by Director Altieri, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this first day of May, 2018.

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

BOARD AGENDA REPORT

Date: May 15, 2018
Item Number: 3
APN: N/A

SUBJECT: APPROVE OAKDALE IRRIGATION DISTRICT'S STATEMENT OF OBLIGATIONS

RECOMMENDED ACTION: Approve Statement of Obligations

TOP TEN OBLIGATIONS

<u>Vendor</u>	<u>Purpose</u>	<u>Amount</u>
Drill Tech Drilling & Shoring, Inc.	WR #001	\$403,710.01
South Main North, LLC	Refund – APNs: 011-001-040/041/042	46,000.00
Condor Earth Technologies, Inc.	WR #010, WR #012	32,626.85
George Reed, Inc.	Crushed Rock	14,354.67
Hilmar Lumber, Inc.	12", 15", 21", 24" Gaskets	6,501.44
United Rentals Northwest, Inc.	2018 Wacker Rammer	5,933.54
Fedak & Brown LLP	2017 Audit Services	5,392.00
Machado Backhoe, Inc.	15", 18" & 27" Canal Gates	4,888.33
Modesto Steel	Flat Bar, Grating	4,510.60
W.H. Breshears, Inc.	Fuel	4,391.60

FISCAL IMPACT: \$588,299.82

ATTACHMENTS:

- Statement of Obligations – Accounts Payable

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

Orvis (Yes/No) Altieri (Yes/No) Doornenbal (Yes/No) Santos (Yes/No) DeBoer (Yes/No)

Action(s) to be taken:

OAKDALE IRRIGATION DISTRICT

**STATEMENT
OF
OBLIGATIONS**

May 15, 2018

Accounts Payable
Check Register - May 15, 2018



Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

Check No	Check Date	Vendor Name	Amount	Description
23457	5/1/2018	Applied Technology Group, Inc.	\$700.00	WR #002
23458	5/1/2018	Comcast	\$567.50	Analog Lines, T.V., Internet
23459	5/1/2018	Ellis Self Storage, Inc.	\$85.00	Storage - May
23460	5/1/2018	Herc Rentals Inc.	\$2,990.23	Flatbed Trailer Rental 3/21-4/6, Excavator Rental 3/13-4/10
23461	5/8/2018	California State Disbursement Unit	\$207.69	Levy
23462	5/8/2018	California State Disbursement Unit	\$364.60	Levy
23463	5/8/2018	Franchise Tax Board	\$175.00	Levy
23464	5/8/2018	United States Postal Service	\$2,500.00	Postage Refill
23465	5/15/2018	Ace Hardware	\$197.96	Trowel, Kneelers, PVC Coupling, Tape, 12' Tie-Downs
23466	5/15/2018	Airgas USA, LLC	\$208.28	Electrode Stick
23467	5/15/2018	All Rigging Company	\$925.41	Cam Release Lever Binders, Uncoated Chain
23468	5/15/2018	Andersen, Jason	\$75.00	Steel Toe Boots Reimbursement
23469	5/15/2018	AT&T	\$68.44	Phone Charges 4/25/18 - 5/24/18
23470	5/15/2018	Battery Systems	\$657.38	Batteries, Gloves
23471	5/15/2018	Blueline Rental	\$562.34	Saw Blades, Roller Caps, Water Blades
23472	5/15/2018	Boutin Jones, Inc.	\$3,283.00	Attorney Fees
23473	5/15/2018	Casey Moving Systems Records Management	\$96.00	Shredding - April
23474	5/15/2018	Central Valley Ag Grinding, Inc.	\$143.00	Waste Disposal - February
23475	5/15/2018	Chicago Title	\$38.00	Refund - APN: 010-068-032
23476	5/15/2018	City of Oakdale - Utilities	\$245.68	Water/Sewer - 3/16/18 - 4/15/18
23477	5/15/2018	Coffee Break Service, Inc.	\$180.00	Coffee Service
23478	5/15/2018	Comcast Business	\$320.39	Office Phone Charges - May
23479	5/15/2018	Condor Earth Technologies, Inc.	\$32,626.85	WR #010, WR #012
23480	5/15/2018	Conlin Supply Co., Inc.	\$3,433.03	Oil-Field Pipe, Barbed Wire Roll
23481	5/15/2018	CoreLogic Solutions, LLC	\$275.00	Real Quest - April
23482	5/15/2018	DLT Solutions, LLC	\$2,304.10	AutoCAD Single User Subscription 4/9/18 - 5/22/19
23483	5/15/2018	Drill Tech Drilling & Shoring, Inc.	\$403,710.01	WR #001
23484	5/15/2018	Far West Laboratories, Inc.	\$3,143.00	Bac-T Tests, 123 TCP Tests
23485	5/15/2018	Fastenal Company	\$2,101.54	Safety Boots, Duffel Bags, Tape, Gloves, Head Lamps
23486	5/15/2018	Fedak & Brown LLP	\$5,392.00	2017 Audit Services
23487	5/15/2018	Freeman Designs	\$88.87	Business Cards
23488	5/15/2018	Fresno Valves & Castings, Inc.	\$3,396.67	12", 15" & 24" 101C Gates
23489	5/15/2018	George Reed, Inc.	\$14,354.67	Crushed Rock
23490	5/15/2018	George W. Lowry, Inc.	\$795.23	MobileGrease, MobileLube
23491	5/15/2018	GGD Oakdale LLC	\$2,444.66	DSO Office Lease - June
23492	5/15/2018	Grainger	\$2,140.94	Roll Down Hip Waders, Hose Reels, U-Bolts, Ball Valves
23493	5/15/2018	Haidlen Ford	\$3,978.11	EGR Cooler, Radiators, Brake Shoe Sets, Hardware Kits
23494	5/15/2018	Hilmar Lumber, Inc.	\$6,501.44	12", 15", 21", 24" Gaskets
23495	5/15/2018	Hughson Farm Supply	\$1,260.95	Extendable Pole Saw, Chainsaw, Case
23496	5/15/2018	Interstate Truck Center	\$246.35	Filler Caps, Gaskets, Filters
23497	5/15/2018	Lowes	\$1,265.03	Flooring Underlayment, Laminate Flooring
23498	5/15/2018	Machado Backhoe, Inc.	\$4,888.33	15", 18" & 27" Canal Gates
23499	5/15/2018	Mecom Equipment, LLC	\$91.06	Start Key Assembly
23500	5/15/2018	Mission Uniform Service	\$729.01	Uniform Service
23501	5/15/2018	Modesto Steel	\$4,510.60	Flat Bar, Grating

Accounts Payable
Check Register - May 15, 2018



Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

Check No	Check Date	Vendor Name	Amount	Description
23502	5/15/2018	Morrill Industries, Inc.	\$454.11	22" Repair Coupler
23503	5/15/2018	Motor Parts Distributors, Inc.	\$420.87	Antifreeze, Filters, Brake Cleaner
23504	5/15/2018	Oakdale Automotive Repair & Tire	\$1,980.55	LT265/70R17 Tires - TR16, #12, #10, #173
23505	5/15/2018	Oakdale Auto Parts	\$1,511.80	Regulators, Oil Seals, Valve Extensions, Break Away System
23506	5/15/2018	Oakdale Leader	\$264.96	Architectural Services Ad, Community Awareness - April
23507	5/15/2018	Office Depot	\$1,411.15	Office Supplies
23508	5/15/2018	Pakmail	\$22.51	Shipping Charges
23509	5/15/2018	Portola Systems, Inc.	\$1,272.76	HP Color Laserjet Printers, Support
23510	5/15/2018	Ray Morgan Company	\$435.01	Copier Usage 3/24/18 - 4/23/18
23511	5/15/2018	Safe-T-Lite of Modesto, Inc.	\$71.37	Reflective Decals
23512	5/15/2018	Samba Holdings, Inc.	\$158.00	Fleet Watch - April
23513	5/15/2018	Skokan, David	\$29.99	Health and Wellness Reimbursement - April
23514	5/15/2018	South Main North, LLC	\$46,000.00	Refund - APNs: 011-001-040/041/042
23515	5/15/2018	Spray & Son Janitorial, Inc.	\$2,535.00	Monthly Janitorial Service - April
23516	5/15/2018	Target Specialty Products	\$1,328.69	PCQ Pelleted Bait, Bullseye
23517	5/15/2018	Tashjian Towers Corporation	\$3,814.80	WR #001
23518	5/15/2018	Truck nTow.Com	\$1,342.30	Light Mounts, Mounting Plates, Steps, LED Light Bar
23519	5/15/2018	Turlock Auto Parts	\$336.08	Starters, Welder
23520	5/15/2018	United Rentals Northwest, Inc.	\$5,933.54	2018 Wacker Ramblers
23521	5/15/2018	Visa	\$117.51	Mesh Head Harness Replacement
23522	5/15/2018	Visa	\$101.93	iPhone Cases, Screen Protector
23523	5/15/2018	Waterford Irrigation Supply, Inc.	\$96.94	4" Elbows
23524	5/15/2018	W. H. Breshears, Inc.	\$4,391.60	Fuel
			<u>\$588,299.82</u>	

OAKDALE IRRIGATION DISTRICT
STATEMENT OF OBLIGATIONS
May 15, 2018

THE FOREGOING CLAIMS, NUMBERED 23457 Through 23524 INCLUSIVE
ARE APPLIED TO THE GENERAL FUND OF OAKDALE IRRIGATION DISTRICT
AND ARE OBLIGATIONS AUTHORIZED THERETO.

BOARD AGENDA REPORT

Date: May 15, 2018
Item Number: 4
APN: N/A

SUBJECT: APPROVE WORK RELEASE NO. 013 TO GENERAL SERVICES AGREEMENT 2013-GSA-010 WITH GROVER TREE SERVICE FOR THE REMOVAL AND DISPOSAL OF SIX EUCALYPTUS TREES LOCATED ON THE HIRSCHFELD LATERAL

RECOMMENDED ACTION: Authorize General Manager to Execute Work Release No. 013

BACKGROUND AND/OR HISTORY:

Grover Tree Service will furnish all necessary labor, tools, equipment, and all other necessary items to cut down and remove six eucalyptus trees located on the Hirschfeld Lateral. The Work will be performed on a lump sum basis and completed as soon as possible. This work is being conducted as part of an OID project to gain back drive-able access on the Hirschfeld Lateral.

Staff recommends that the Board authorize the General Manager to execute the Work Release No. 013 for General Services Agreement 2013-GSA-010 for the work described above and on the attached Work Release No. 013. For the inclusions and exclusions see the attached Exhibit "A" for details.

FISCAL IMPACT: \$14,250.00

ATTACHMENTS:

- Work Release No. 013 w/ Exhibit A

Board Motion:

Motion by: _____ Second by: _____

VOTE:

Orvis (Yes/No) Altieri (Yes/No) Doornenbal (Yes/No) Santos (Yes/No) DeBoer (Yes/No)

Action(s) to be taken:



Work Release #013

**Remove Six (6) Each Eucalyptus Trees located on the
OID Hirschfeld Lateral 4319 Dale Road, Oakdale, CA**

Scope of Work

Grover Tree Service will provide all labor, supervision, tools, equipment, and all other necessary items to cut down six (6) each large eucalyptus trees located on the OID Hirschfeld Lateral, Oakdale, CA. Grover Tree Service will remove all wood, brush, and debris as identified in the attached Tree Service Proposal dated April 26, 2018 identified as Exhibit "A".

Pricing

The cost for Work described in the Scope of Work is as follows:

Various Services per Tree Service Proposal: \$14,250.00

For additional details, inclusions and exclusion see the attached "Tree Service Proposal" identified as Exhibit "A". All work over \$1,000.00 requires prevailing wage.

Schedule

The work is to be completed as soon as possible. The OID contact will be Mr. Joe Kosakiewicz, OID Field Supervisor who will coordinate the work. Mr. Kosakiewicz can be contacted at his office, the telephone number is (209) 840-5546, or at his cell phone number (209) 896-7502.

Terms and Conditions:

All Terms and Conditions identified in **General Services Agreement 2013-GSA-010** will remain in effect for Work Release No. 013.

Oakdale Irrigation District

Grover Tree Service

By: _____

By: _____

Name: Steve Knell, P.E.

Name: _____

Title: General Manager

Title: _____

Date: _____

Date: _____

Leaders in landscape, tree service and environmental composting.

Since 1970



**RESIDENTIAL
AND
COMMERCIAL**

TRIMMING - REMOVAL
CABLING - BRACING
ARBORIST EVALUATIONS
TREE MOVING
ROOT FEEDING - PRUNING
CROWN REDUCTION &
RESTORATION



24 HOUR EMERGENCY SERVICE

(ph) 209-545-4401 (ph) 800-585-4401

(fax) 209-545-3315

6224 STODDARD RD • MODESTO, CA 95356



Exhibit "A"

***TREE SERVICE PROPOSAL ***

NAME	OID (Hirshfeld job)		DATE	4/26/18
ADDRESS	1205 East F St			
CITY	Oakdale	CA	ZIP	95361
CELL	896-7502	WORK	FAX	
EMAIL ADDRESS	jkosakiewicz@oakdaleirrigation.com			
JOB LOCATION	4319 Dale Rd, Oakdale (on Valley Home Rd)			

GROVER TREE SERVICE, a division of Grover Landscape Services, Inc., has been in business in the Central Valley for over 35 years. We are **fully insured** for public liability, property damage, and Worker's Compensation Insurance. We hold California State License #333345 C-27 and **Specialty License C-61/D-49, as required by State Law, for any tree work over \$300.00. DIR # 1000000539**

GROVER TREE SERVICE has 6 Arborists on staff, certified with the International Society of Arboriculture. Recommendations will be made by certified arborists for the health of the trees and to promote safety. If safety recommendations made by Certified Arborists are not followed, we cannot be held liable for damage.

Payments will be due net 30 days after invoice date, 1½% interest charged on unpaid balances.

GROVER TREE SERVICE proposes to do the following work for the sums specified:

Remove 6 Eucalyptus and grind the stumps.

Bid Prevailing wage

For the sum of: \$14,250.00

NOTE: We will not be held responsible for damage to private underground objects (such as pipes or wires) during the performance of our work, due to the uncertainty of their location. Sprinkler pipes or wires can be repaired using time and material rates as an additional charge, upon request. We will contact Underground Service Alert (USA) to locate public utilities, and will use appropriate caution to prevent damage to mark public utilities. All material is guaranteed to be as specified above. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays are beyond our control.

Clean up & remove all wood, brush and debris ☒
Leave all wood, brush and debris on site ☐
Leave wood in 18" lengths ☐
Leave stump tallings on site ☐
Fill stump voids with tailings & remove excess ☒

Authorized Signature: Randy Hopp/cm

NOTE: This proposal may be withdrawn from us if not accepted within 30 days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Date of Acceptance: _____

BOARD AGENDA REPORT

Date: May 15, 2018
Item Number: 5
APN: N/A

SUBJECT: APPROVE AMENDMENT NO. 005 TO GENERAL SERVICES AGREEMENT 2013-GSA-045 WITH FAR WEST LABORATORIES FOR REVISED RATE SCHEDULE

RECOMMENDED ACTION: Authorize General Manager to Execute Amendment No. 005

BACKGROUND AND/OR HISTORY:

At the April 4, 2018 Board Meeting the Board approved Amendment No. 004 with Far West Laboratories for a revised rate schedule. The OID Water Utilities Department is required to conduct 1,2,3-Trichloropropane (TCP) testing by the Environmental Protection Agency starting in 2018 and this testing rate was inadvertently left off the Rate Schedule. TCP is a regulated organic chemical in public water systems requiring monitoring and reporting to the State Water Resources Control Board. Therefore staff is requesting that the Board approve Amendment No. 005 and authorize the General Manager to execute Amendment No. 005 to General Services Agreement 2013-GSA-045.

Staff will be available to answer any questions.

FISCAL IMPACT:

- Unknown at this time

ATTACHMENTS:

- Contract Amendment No. 005 with Exhibit "B" REVISED

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

Orvis (Yes/No) Altieri (Yes/No) Doornenbal (Yes/No) Santos (Yes/No) DeBoer (Yes/No)

Action(s) to be taken:

May 15, 2018



**OAKDALE IRRIGATION DISTRICT
GENERAL SERVICES AGREEMENT
2013-GSA-045, AMENDMENT NO. 5**

WITNESSETH THIS AMENDMENT TO THE GENERAL SERVICES AGREEMENT, made this 15th day of May, 2018, by and between Oakdale Irrigation District, hereinafter called the "District" and Far West Laboratories, Inc. hereinafter called the "Contractor" agrees to furnish at its own expense, all the labor, equipment and material necessary to do and perform in a good and workmanlike manner all the necessary work as needed by the District per this AMENDMENT.

In connection with the foregoing Contract, the parties hereto mutually agree as follows:

1. Amend the Rates as shown in the attached "Exhibit B REVISED" effective March 1, 2018.

There are no other changes to the General Service Agreement. All Terms and Conditions of the original General Services Agreement remain the same for this Amendment No. 5.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

OAKDALE IRRIGATION DISTRICT

FARWEST LABORATORIES, INC.

Steve Knell, P.E.
General Manager

Name:
Title:

Date: _____

Date: _____

**EXHIBIT "B" REVISED
RATE SCHEDULE**

Far West Laboratories, Inc. Rate Sheet

<u>Procedure</u>	<u>Cost per Test</u>
➤ <u>Potable Water</u>	
1. Coliform Bacteria (Colilert is acceptable)	\$ 17.50
2. General Mineral and Physical, Title 22 Testing Hardness, Alkalinity, C1, NO2, NO3, SO4, F1, pH, EC, TDS, MBAS, Ca, Mg, Na, K, Cu, Fe, Mn, Zn, Color, Odor, Turbidity	\$ 160.00
3. Inorganic Panel, Title 22 Testing NO2, NO3, FI, Al, Sb, As, Ba, Be, Cd, Cr, Pb, Hg, Ni, Se, Ag, TI	\$ 150.00
4. Secondary Standards Panel Color, Odor, Turbidity, Alkalinity, Hardness, pH, EC, TDS, MBAS, C1, SO4, Ca, Mg, Na, Cu, Fe, Mn, Zn, Al, Ag	\$ 200.00
5. MTBE	\$ 50.00
6. Thiobencarb	\$ 125.00
7. Asbestos	\$ 200.00
8. Radium 228	\$ 175.00
9. Radium 226	\$ 150.00
10. Total Alpha Radium (R223, R224, R226)	\$ 200.00
11. Uranium	\$ 80.00
12. 504, Title 22 Testing	\$ 65.00
13. 502.2, Title 22 Testing	\$ 110.00
14. 505, Title 22 Testing	\$ 135.00
15. 515, Title 22 Testing	\$ 110.00
16. 525, Title 22 Testing	\$ 170.00
17. 531.1, Title 22 Testing	\$ 100.00
18. 547, Title 22 Testing	\$ 120.00
19. 548, Title 22 Testing	\$ 125.00
20. 549, Title 22 Testing	\$ 125.00
21. 552, Haloacetic Acids	\$ 125.00
22. Nitrate Testing	\$ 14.50

23.	Nitrite Testing	\$ 14.50
24.	Gross Alpha Testing	\$ 50.00
25.	Gross Beta Testing	\$ 50.00
26.	1613 – Dioxin	\$ 550.00
27.	Perchlorate Test	\$ 65.00
28.	Iron Testing	\$ 20.00
29.	Consumer Confidence Report (CCR Test)	
	CCR Test, First Well Test	\$ 50.00
	Thereafter each CCR Well Test	\$ 10.00 each
30.	Metals, Drinking Water	\$ 20.00 each
	As, Al, Ba, Cd, Ca, Cr, (Total), Cu, Fe, Pb, Mg, Mn, K Se, Ag, Na, Zn, Sb, Be, Ni, Tl, B, Co, Mo, Hg, Si, Sr, V	
31.	Pb & Cu (5 or more)	\$ 35.00 each
32.	Total Organic Carbon (TOC)	\$ 50.00
33.	Total Trihalomethanes (THMs)	\$ 80.00
34.	Total Petroleum Hydrocarbons as Gas (TPH-G)	\$ 75.00
35.	Total Petroleum Hydrocarbons as Diesel (TPH-D)	\$ 75.00
➤	<u>Individual analyses – Drinking Water</u>	
36.	Acidity	\$ 30.00
37.	Alkalinity (Total, CO ₃ , HCO ₃ , OH)	\$ 30.00
38.	Calcium	\$ 20.00
39.	Chloride	\$ 20.00
40.	Chlorine – Residual (DPD)	\$ 5.00
41.	Color	\$ 20.00
42.	Dissolved Oxygen (DO)	\$ 32.00
43.	Fluoride	\$ 18.00
44.	Hardness	\$ 30.00
45.	Ammonia	\$ 36.00
46.	Total Kjeldahl Nitrogen (TKN)	\$ 45.00
47.	Organic Nitrogen (TKN – NH ₃)	\$ 80.00
48.	Total Nitrogen (TKN + NO ₃)	\$ 75.00
49.	Odor	\$ 32.00
50.	pH	\$ 15.00
51.	Phosphate (PO ₄)	\$ 30.00

52.	Total Phosphorus (P)	\$ <u>40.00</u>
53.	Total Solids (TS)	\$ <u>20.00</u>
54.	Total Dissolved Solids (TDS)	\$ <u>20.00</u>
55.	Volatile and/or Inorganic Dissolved Solids (VDS/IDS)	\$ <u>30.00</u>
56.	Total Suspended Solids (TSS)	\$ <u>20.00</u>
57.	Volatile Solids (VS)	\$ <u>30.00</u>
58.	Volatile Suspended Solids (VSS)	\$ <u>30.00</u>
59.	Sodium Adsorption Ratio (SAR)	\$ <u>65.00</u>
60.	Specific Conductance (EC)	\$ <u>10.00</u>
61.	Sulfate	\$ <u>20.00</u>
62.	Sulfide	\$ <u>40.00</u>
63.	Surfactants (MBAS)	\$ <u>50.00</u>
64.	Turbidity	\$ <u>15.00</u>
65.	1,2,3-Trichloropropane (123TCP)	\$ <u>168.00</u>

BOARD AGENDA REPORT

Date: May 15, 2018
Item Number: 6
APN: N/A

SUBJECT: APPROVE AMENDMENT NO. 005 TO GENERAL SERVICES AGREEMENT 2013-GSA-030 WITH DENNIS WING TRUCKING FOR REVISED RATE SCHEDULE

RECOMMENDED ACTION: Authorize General Manager to Execute Amendment No. 005

BACKGROUND AND/OR HISTORY:

The District has a General Services Agreement (GSA) with Dennis Wing Trucking that provides trucks to transport borrow material, rock, concrete and other misc. items to and from OID facilities. Dennis Wing Trucking primarily provides the OID with 10-Wheel Dump Trucks and is requesting a rate increase as shown on the attached Exhibit "B" REVISED and Rate Schedule Analysis. The rate increase is being requested due to increasing diesel fuel costs.

Staff recommends that the Board approve Amendment No. 005 and authorize the General Manager to execute Amendment No. 005 to General Services Agreement 2013-GSA-030.

FISCAL IMPACT:

- Final Impact would depend on usage

ATTACHMENTS:

- Contract Amendment No. 005 with Exhibit "B" REVISED and Rate Schedule Analysis
-

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

Orvis (Yes/No) Altieri (Yes/No) Doornenbal (Yes/No) Santos (Yes/No) DeBoer (Yes/No)

Action(s) to be taken:



**OAKDALE IRRIGATION DISTRICT
GENERAL SERVICES AGREEMENT
2013-GSA-030, AMENDMENT NO. 005**

WITNESSETH THIS AMENDMENT TO THE GENERAL SERVICES AGREEMENT, made this 15th day of May, 2018, by and between Oakdale Irrigation District, hereinafter called the "District" and Dennis Wing Trucking hereinafter called the "Contractor" agrees to furnish at its own expense, all the labor, equipment and material necessary to do and perform in a good and workmanlike manner all the necessary work as needed by the District per this AMENDMENT.

In connection with the foregoing Contract, the parties hereto mutually agree as follows:

1. Revise the **Exhibit "B"** Hourly Billing Rate Schedule to change the rates:

The revised **Exhibit "B"** changes will be effective as of June 1, 2018.

There are no other changes to the General Service Agreement. All Terms and Conditions of the original General Services Agreement remain the same for this Amendment No. 005.

IN WITNESS WHEREOF, the parties have hereunto set their hands.

OAKDALE IRRIGATION DISTRICT

DENNIS WING, TRUCKING

Steve Knell, P.E.
General Manager

Name:
Title:

Date: _____

Date: _____

**EXHIBIT "B" REVISED
RATE SCHEDULE**

CLASSIFICATION and RATES:

Ten Wheel Dump Truck	Weekday	\$ 92.00
	Saturday	\$ 92.00
	Sunday	\$102.00
For Transfers, Semi-End Dump & Bottom Dumps	Weekday	\$100.00
	Saturday	\$100.00
	Sunday	\$110.00
Water Trucks	Weekday	\$ 92.00
	Saturday	\$ 92.00
	Sunday	\$102.00

Notes:

- 1. Rates are all inclusive rates.**
- 2. Rates include, but not limited to, fuels, oils, lubricates, operation and maintenance.**
- 3. Dennis Wing Trucking reserves the right to adjust rates due to diesel fuel rate increases.**

All Work Releases over \$1,000 must be based on prevailing wage rates, if applicable.

Dennis Wing Trucking 2013-GSA-030 Rate Schedule Analysis							
Classification	2010	2012	2013	2016	2018	Avg Annual % Increase Since 2010	
Ten Wheel Dump Truck	\$ 78.50	\$ 80.00	\$ 82.00	\$ 89.00	\$ 92.00	2.15%	
Transfers, Semi-End Dumps, & Bottom Dumps	\$ 85.00	\$ 90.00	\$ 92.00	\$ 92.00	\$ 100.00	2.21%	
Water Trucks	\$ 80.00	\$ 88.50	\$ 90.50	\$ 90.50	\$ 92.00	1.88%	

BOARD AGENDA REPORT

Date: May 15, 2018
Item Number: 7
APN: N/A

SUBJECT: APPROVE GENERAL SERVICES AGREEMENT 2018-GSA-003 WITH KBK DUST CONTROL SERVICE, INC. FOR DUST CONTROL SERVICES AND TO AUTHORIZE GENERAL MANAGER TO EXECUTE

RECOMMENDED ACTION: Authorize General Manager to Execute General Services Agreement 2018-GSA-003

BACKGROUND AND/OR HISTORY:

General Services Agreements are the mechanism in which an agency transfers risk from itself to a consultant/vendor providing it services. The following consultant/vendor will be utilized by the District for services throughout the year. KBK Oils has changed their name to KBK Dust Control Service, Inc. whom has been conducting work for the District since 2012. In order to be fully covered by their insurance for which we are listed as the additional insured, the District needs to have a signed contract. Staff has prepared a General Services Agreement for the following consultant/vendor:

KBK Dust Control Service, Inc. formally known as KBK Oils

Staff recommends that the Board authorize the General Manager to execute General Services Agreement 2018-GSA-003 with KBK Dust Control Service, Inc.

FISCAL IMPACT: Unknown, as needed basis.

ATTACHMENTS: General Services Agreement 2018-GSA-003

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

Orvis (Yes/No) Altieri (Yes/No) Doornenbal (Yes/No) Santos (Yes/No) DeBoer (Yes/No)

Action(s) to be taken:



GENERAL SERVICES AGREEMENT

THIS GENERAL SERVICES AGREEMENT (this "Agreement") is effective as of May 15, 2018, (the "Effective Date") by and between the Oakdale Irrigation District, an irrigation district organized pursuant to Division 11 of the California Water Code (the "District"), with offices at 1205 East F Street, Oakdale, California (95361) and KBK Dust Control Service, Inc. ("Contractor"), with offices at P. O. Box 5239, Fresno, CA 93755.

In consideration of the promises herein and for other good and valuable consideration, the parties agree as follows:

1. **Services:** Contractor and the District agree that Contractor will furnish all work, labor, tools, equipment, materials, supervision, scheduling, coordination, and contract administration necessary to undertake and complete in a first-class, expeditious, and workmanlike manner the work specifically described in the Scope of Work attached as **Exhibit "A"** (the "Work") or **Work Releases or Material Requisitions, signed by an authorized District Representative, issued for a specific defined Scope of Work.**
 - A. **Additional Services:** No additional services beyond those required by the Scope of Work shall be performed by Contractor unless the District shall, in writing, specifically direct such services to be performed. Absent compliance with the foregoing, Contractor shall neither have nor make a claim for additional compensation by reason of the additional services.
 - B. **Approval by Engineer:** If required, prior to the commencement of Work or installation of materials, Contractor shall have all material submittals, data sheets and materials approved by the District Engineer. If the Work is to be inspected by the District, Contractor will coordinate such inspection of the Work with the District Engineer.
2. **Independent Contractor Relationship:** Contractor's relationship with the District will be that of an independent contractor, and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. Contractor is not the agent of the District and is not authorized to make any representation, contract, or commitment on behalf of the District. Contractor will not be entitled to any of the benefits which the District may make available to its employees, such as group insurance, profit-sharing or retirement benefits. Contractor will be solely responsible for all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to Contractor's performance of services and receipt of fees under this Agreement. The District will regularly report amounts paid to Contractor by filing Form 1099-MISC with the Internal Revenue Service as required by law. Because Contractor is an independent contractor, the District will not withhold or make payments for social security; make unemployment insurance or disability insurance contributions; or obtain worker's compensation insurance on Contractor's behalf. Contractor agrees to accept exclusive liability for complying with all applicable state and

federal laws governing self-employed individuals, including obligations such as payment of taxes, social security, disability and other contributions based on fees paid to Contractor, its agents or employees under this Agreement. Contractor hereby agrees to indemnify and defend the District against any and all such taxes or contributions, including penalties and interest. Contractor warrants that, to the best of its knowledge, there is no other existing contract or duty on Contractor's part inconsistent with this Agreement.

3. **Work Commencement and Completion:** Contractor shall provide insurance certificates and bonds to the District prior to the commencement of work or no later than five (5) days after the Effective Date, evidencing the insurance and bonds required by this Agreement. Contractor shall also provide material submittals, data sheets, and materials to the District no later than five (5) days after the Effective Date to be approved by the District. The District will issue a Work Release after its receipt and review, to its reasonable satisfaction, of such insurance certificates and other items as set forth in this paragraph. Contractor shall begin the Work within ten (10) days of Contractor's receipt of the Work Release but in no event prior to the issuance of the Work Release. Each Work Release associated with this Agreement may or may not have a Scope of Work identified in **Exhibit "A"**. Contractor shall prosecute the Work diligently to completion, and in all events shall complete the Work by the date identified in the Work Release, subject to delays approved by the District. The hours of work will generally be between 7:00 a.m. and 7:00 p.m., unless otherwise approved. Contractor shall submit a schedule, with Contractor's bid, detailing Contractor's proposed Work schedule and date of completion of the Work.

4. **Licensing:** Contractor shall have and maintain a current and valid **Federal Tax ID#** for the duration of the Work.

Federal Tax ID# 82-2630681

5. **Payment:** The District will pay Contractor pursuant to the Rate Schedule attached as **Exhibit "B"** or per the pricing identified in each Work Release. All invoices for the Work are to be sent to the **District's accounts payable department** with the project name, or Work Release number, listed on the invoice. Payment shall be made for undisputed invoices within thirty (30) days of receipt by the District of the invoice. If portions of the invoice are in dispute, the undisputed portions shall be paid. Disputed invoices shall be returned as soon as possible but not later than seven (7) days after receipt by the District with an explanation setting forth the reasons in writing why the invoice is disputed. Partial payments of up to ninety percent (90%) of the quote may be billed and paid based on approval of work completed and receipt of approved materials. **PLEASE SUBMIT CERTIFIED PAYROLL AND A SIGNED CERTIFICATE OF COMPLIANCE WITH INVOICES FOR PROMPT PAYMENT, IF APPLICABLE.** If any other payment schedules are needed by Contractor, the Contractor must obtain approval before the project begins.

A. **Equipment Rate and Material Purchases:** Any equipment or necessary material purchases, not shown in the Rate Schedule will be negotiated and identified on the Work Release issued for that particular Scope of Work. If costs for equipment on the Rate Schedule should increase by fifteen percent (15%), rates may be renegotiated at the District's discretion. For material purchases, a fifteen percent (15%) mark-up can be applied for administrative costs and overheads. All material invoices must be supplied with the invoice for payment.

B. **Approval of Time and Material Work Releases:** If the scope of Work cannot be defined, the Work will be paid for on a Time and Material basis. All Time and

Material Work will be recorded on approved Daily Extra Work form showing the labor, equipment usage and any material purchases. The Daily Extra Work form will be submitted to the District no later than 10:00 a.m. on the day following the Work for verification. All cost for Time and Material work must be submitted within thirty (30) days after said Work has been performed for payment. Cost submitted after the thirty (30) day period will be paid at the sole discretion of the District. If the Work is to be performed on a Time and Materials basis, all rates, including burden and benefit markups, not included in Exhibit "B" must be submitted and approved by the District prior to the start of Work.

- C. **Final Payment:** The final payment to Contractor shall be made upon completion of the Work, and subsequent to the District's final inspection and approval of the Work. Contractor shall save and keep the District, the District's loan proceeds, if any, and the District's property free from all mechanics' and materialmen's liens, recorded affidavits of sums owed by Contractor, and all other liens and claims, legal or equitable, arising out of Contractor's Work hereunder. In the event such lien, affidavit or claim is filed by anyone claiming by, through, or under Contractor, Contractor shall remove and discharge the same within ten (10) days of the filing thereof. The District shall not be required to make the final payment to Contractor until all liens provided for herein are removed and/or discharged.

6. **Insurance and Bonds:** As more fully described below, Contractor shall maintain insurance with the following required coverage and minimum limits:

<u>Coverage</u>	<u>Minimum Amounts and Limits</u>
Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 aggregate
Auto Liability	\$1,000,000 per occurrence
Workers' Compensation Coverage	Statutory Limits

Said insurance will be evidenced by certification filed with the District in a form satisfactory to the District and as otherwise specified by this Agreement. All policies shall name "**the Oakdale Irrigation District, its directors, officers, employees, agents, and volunteers**" as **additional insureds**.

Any Scope of Work in excess of Twenty-Five Thousand Dollars (\$25,000) requires a Labor and Material Payment bond and a Faithful Performance bond from Contractor, each in the full amount of the price set forth in this Agreement for the Work from a surety company authorized to do business in the State of California. Contractor shall maintain the bonds throughout the duration of this Agreement and provide proof of said bonds at the request of the District.

7. **Commercial General Liability and Automobile Liability Insurance:** Contractor shall provide and maintain commercial general liability and automobile liability insurance as set forth in this Agreement.

- A. **Coverage:** Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

- i. Insurance Services Office ("ISO") Commercial General Liability Coverage (Occurrence Form CG 0001); and
 - ii. ISO Business Auto Coverage (Form CA 0001), covering Symbol 1 (any auto).
 - B. **Limits:** Contractor shall maintain limits no less than the following limits:
 - i. General liability of One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit or products-completed operations aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the District) or the general aggregate limit and products-completed operations aggregate limit shall be twice the required occurrence limit; and
 - ii. Automobile Liability of One Million Dollars (\$1,000,000) for bodily injury and property damage each accident limit.
 - C. **Required Provisions:** The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:
 - i. The District, its directors, officers, employees, and authorized volunteers are to be given insured status (ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; and automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its directors, officers, employees, or authorized volunteers.
 - ii. For any claims related to the Work, Contractor's insurance shall be the primary insurance, and any insurance, self-insurance, or other coverage maintained by the District, shall be non-contributory.
 - iii. Any failure by Contractor to comply with reporting or other provisions of the insurance policies including but not limited to a breach of any warranties contained therein shall not affect coverage provided to the District, its directors, officers, employees, or authorized volunteers.
 - iv. Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - D. **Subrogation:** Contractor shall waive all rights of subrogation against the District.
8. **Workers' Compensation and Employer's Liability Insurance:** Contractor and all sub-contractors shall insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the construction site, in accordance with the "Workers' Compensation and Insurance Act",

Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Contractor shall provide employer's liability insurance with limits of no less than One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) disease policy limit, and One Million Dollars (\$1,000,000) disease each employee.

9. **Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention must be declared to and approved by the District. At the option of the District, the insurer shall either reduce or eliminate such deductibles or self-insured retentions.
10. **Acceptability of Insurers:** Contractor shall purchase the policies of insurance required under this Agreement from insurers having a current A.M. Best Financial Strength Rating of no less than A, and Financial Size Category of no less than VII or as otherwise approved by the District.
11. **Evidence of Insurance:** Evidence of the insurance coverage required to be maintained by Contractor under this Agreement, as represented by Certificates of Insurance issued by the insurance carrier, must be furnished to the District prior to Contractor starting the Work. Such Certificates of Insurance shall state that the District will be notified in writing thirty (30) days prior to cancellation, material change, or non-renewal of insurance. Contractor shall provide the District a certified copy of any and all applicable insurance policies upon request of the District.
12. **Continuation of Coverage:** If any of the required coverages expire during the term of this Agreement, Contractor shall deliver all applicable renewal certificates to the District at least ten (10) days prior to the expiration date.
13. **Sub-Contractors:** In the event that Contractor employs other contractors (i.e., sub-contractors) as part of the Work covered by this Agreement, it shall be Contractor's sole responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified in this Agreement.
14. **Indemnity:** To the fullest extent permitted by law, Contractor shall indemnify and hold harmless District from and against any and all losses or damages arising out of, pertaining to, or relating to this Agreement, or the work to be performed under this Agreement, whether such losses or damages are caused by willful misconduct or negligence by Contractor, Contractor's agents, employees, or subcontractors, or their agents or employees, or products installed in connection with the Work by Contractor, Contractor's agents, employees, or subcontractors, or their agents, or employees, excepting only such injury and harm as may be caused solely and exclusively by District's sole negligence, willful misconduct or active negligence. Such indemnity shall extend to claims, demands, or liabilities, of every kind or nature whatsoever including, but not limited to, personal injury, wrongful death, and property damage occurring during and/or after completion of the Work. Notwithstanding the foregoing provisions of this paragraph, if Contractor is a design professional, as defined by Section 2782.8(b)(2) of The Civil Code of the State of California, or its successor, then such design professional shall, to the fullest extent permitted by law, indemnify, and hold District harmless from and against any and all liabilities, losses or damages, arising out of or encountered in connection with this Agreement or the prosecution of work under it to the extent such, liabilities, losses or damages, are actually caused by the negligence, recklessness or willful misconduct of such design professional or its agents, employees, or subcontractors, or their agents or employees. Contractor's obligation to indemnify shall not be restricted to insurance

proceeds, if any, received by District, its directors, officers, employees, or authorized volunteers.

15. **Laws, Regulations, and Permits:** Contractor shall give all notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of the Work. Contractor shall be liable for all violations of the law in connection with Work furnished by Contractor. If Contractor observes that any drawings or specifications prepared in connection with the Work are at variance with any law or ordinance, rule or regulation, Contractor shall promptly notify the District in writing prior to proceeding with any Work in accordance therewith. If Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules or regulations and without giving written notice to the District, Contractor shall bear all costs arising therefrom.
16. **Safety:** Contractor shall execute and maintain Contractor's work so as to avoid injury or damage to any person or property. Contractor shall comply with the requirements of the specifications relating to safety measures applicable in particular operations or kinds of work.
 - A. **Necessary Precautions:** Contractor shall at all times exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all applicable federal, state and local statutory and regulatory requirements including California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act. Safety precautions, as applicable, shall include but shall not be limited to: adequate life protection and life saving equipment; adequate illumination; instructions in accident prevention for all employees, such as the use of machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, fall protection and other safety devices; equipment and wearing apparel as are necessary or lawfully required to prevent accidents, injuries, or illnesses, and adequate facilities for the proper inspection and maintenance of all safety measures.
 - i. **Safeguarding Utilities.** Contractor shall be responsible for locating and safeguarding all utilities and if disturbed, disconnected or damaged, Contractor shall immediately notify the District and the utility. Contractor is responsible to notify Underground Services Alert (USA).
 - ii. **California Labor Code Section 6705.** In accordance with Section 6705 of the California Labor Code, Contractor shall submit to the District specific plans to show details of provisions for worker protection from caving ground during excavations of trenches of five feet or more in depth. The excavation/trench safety plan shall be submitted to and accepted by the District prior to starting excavation. The trench safety plan shall have details showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground. If such a plan varies from the shoring system standards established by the Construction Safety Orders of the California Department of Industrial Relations (Cal/OSHA), the plan shall be prepared by a California Registered Civil or Structural engineer. As part of the plan, a note shall be included stating that the Registered Civil or Structural engineer certifies that the plan is not less effective than the

shoring, bracing, sloping or other provisions of the Safety Orders. In no event shall Contractor use a shoring, sloping, or protective system less effective than that required by said Construction Safety Orders. Submission of this plan in no way relieves Contractor of the requirement to maintain safety in all areas. If excavations or trench work requiring a Cal/OSHA permit are to be undertaken, Contractor shall submit his/her permit with the excavation/trench work safety plan to the District before work begins.

- iii. **California Labor Code Section 1770.** Contractor, if applicable, shall pay Contractor's employees and agents not less than the prevailing rate of per diem wages as determined by the Director of California Department of Industrial Relations pursuant to Section 1770 of the California Labor Code. The rate shall be based on the prevailing rate of per diem wages at the time the actual work is performed. Copies of the prevailing rate of per diem wages are on file at the District offices and available to any interested party upon request or on the internet at <http://www.dir.ca.gov/DLSR/PWD/index.htm>.

- 17. **Reuse of Work Products:** "District Work Product" shall include all documents, analyses, and other data solely or jointly conceived, made, reduced to practice, or learned by Contractor in the course of any work performed for the District under this Agreement, including all intellectual property rights associated therewith. Except for technology which (a) Contractor intends to use in performing the Work under this Agreement, (b) is either owned solely by Contractor or licensed to Contractor with a right to sublicense and (c) is in existence prior to the Effective Date (collectively, the "Background Technology"), the District Work Product shall be assigned to, and shall become, the exclusive property of the District and Contractor retains no rights to use the Work Product and agrees not to challenge the validity of the District's rights or ownership in the Work Product.

If Contractor has any rights to the District Work Product that cannot be assigned to the District, (a) Contractor unconditionally and irrevocably waives the enforcement of such rights, including all claims and causes of action of any kind against the District with respect to such rights, and agrees, at the District's request and expense, to consent to and join in any action to enforce such rights, and (b) Contractor unconditionally and irrevocably grants to the District during the term of such rights, an exclusive, irrevocable, perpetual, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, create derivative works of, distribute, publicly perform, and publicly display by all means now known or later developed, such rights.

- 18. **Proprietary Information:** Contractor agrees during the term of this Agreement and thereafter that it will take all steps reasonably necessary to hold the District's Proprietary Information in trust and confidence, will not use Proprietary Information in any manner or for any purpose not expressly set forth in this Agreement, and will not disclose any such Proprietary Information to any third party without first obtaining the District's express written consent on a case-by-case basis. By way of illustration but not limitation, "Proprietary Information" includes (a) trade secrets, inventions, ideas, processes, formulas, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques, (b) information regarding plans for

research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, suppliers and customers, and (c) information regarding the skills and compensation of other employees of the District. Notwithstanding the other provisions of this Agreement, nothing received by Contractor will be considered to be the District's Proprietary Information if (1) it has been published or is otherwise readily available to the public other than by a breach of this Agreement, (2) it has been rightfully received by Contractor from a third party without confidential limitations, (3) it has been independently developed for Contractor by personnel or agents having no access to the District Proprietary Information, or (4) it was known to Contractor prior to its first receipt from the District. Contractor agrees not to disclose to the District, or bring into the District's premises, or induce the District to use any confidential information that belongs to anyone other than the District or Contractor.

19. **Non-Interference:** During and for a period of two (2) years immediately following termination of this Agreement, Contractor agrees not to solicit or induce any employee or independent contractor to terminate an employment, contractual, or other relationship with the District.
20. **Debris and Waste:** During the progress of the Work, Contractor shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work, Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by the District. Contractor shall restore to original condition all property not designated for alteration by the Contract Documents. Debris generated from the Work shall be removed and disposed of by Contractor in a manner conforming to all statutes and ordinances unless otherwise specified.
21. **Personal Property Damage:** Contractor shall pay for any personal property damaged on the premises or located along access roadways as a result of Contractor's operations.
22. **Underground and Aboveground Damages:** Contractor shall correct and restore all damages underground and aboveground, caused during the performance of the Work. If Contractor fails to correct or restore any of said damages, the District may make the necessary corrections and/or restorations to correct said damages and deduct the cost of said corrections and/or restorations from any payment due Contractor.
23. **Warranty:** Contractor warrants that all materials and equipment included in the Work will be new, unless otherwise specified, and that such Work will be of the highest quality, free from defects, improper workmanship, and materials, and will be installed in strict conformance with the Scope of Work, and any drawings and specifications provided by the District in connection with the Work. Contractor further agrees to correct all work defective in material and workmanship for a period of one (1) year from the date of final completion and acceptance by the District.
24. **Termination:** The District may terminate this Agreement for any reason and without any breach of Contract upon thirty (30) days prior written notice to Contractor.
 - A. **Termination Upon Specific Occurrence.** The District may terminate this Agreement immediately upon the occurrence of any of the following:

- i. The breach of any terms or conditions of this Agreement by Contractor;
- ii. The material default, by Contractor, under any rule, order, determination, ordinance, or law of any federal, state, county, or municipal authority;
- iii. The termination or suspension of any licenses required to be maintained by Contractor under this Agreement; or
- iv. The hiring of OID personnel on a temporary or part-time basis.

25. **Dispute Resolution:** To the extent required by applicable law, disputes arising between the Contractor and the Owner under or in connection with this Agreement shall be resolved in accordance with the provisions of Public Contract Code, Section 20104, incorporated herein by this reference.

26. **Miscellaneous:**

- A. Contracts in excess of Ten Thousand Dollars (\$10,000) shall be subject to the examination and audit of the State Auditor, at the request of the District or as part of any audit of the District for a period of three (3) years after final payment.
- B. Work performed on the District's Rural Water Systems or an Improvement District for which the District is trustee shall be performed in accordance with the District's Domestic Water Specification Manual.
- C. Any Scope of Work in excess of Twenty-Five Thousand Dollars (\$25,000) involving the excavation of any trench deeper than five (5) feet shall require the submission by Contractor and acceptance by the District or the District's Engineer in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.
- D. This Agreement shall not be construed to create any third party beneficiaries. This Agreement is for the sole benefit of the parties, their respective successors and permitted transferees and assignees, and no other person or entity shall be entitled to rely upon or receive any benefit from this Agreement or any of its terms.
- E. Contractor may not assign its rights or obligations hereunder without the prior written consent of the District, which may be granted or withheld in the District's sole discretion.
- F. The terms of this Agreement have been negotiated by the parties hereto and the language used in this Agreement shall be deemed to be the language chosen by the parties to express their mutual intent. The parties agree that this Agreement and any amendments or exhibits hereto shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction shall be

applied against any party.

- G. This Agreement, together with the exhibits hereto, is the final, complete, and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the District and Contractor.
- H. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. Moreover, if any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.
- I. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The parties also agree that this Agreement was made and entered into in Stanislaus County, California and that any breach of this Agreement will be deemed to have occurred in Stanislaus County, California.
- J. In any action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover, as part of its judgment, reasonable attorneys' fees and costs from the other party.
- K. The parties agree that a breach of any of the promises or agreements contained in this Agreement will result in irreparable and continuing damage to the District for which there might be no adequate remedy at law, and the District is therefore entitled to seek injunctive relief as well as such other and further relief as may be appropriate.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the dates indicated below; provided, however, that the Agreement shall be deemed to be effective as of the Effective Date identified above.

OAKDALE IRRIGATION DISTRICT

KBK DUST CONTROL SERVICE, INC.

Name: Steve Knell, P.E.
Position: General Manager

Name:
Position:

Date

Date

EXHIBIT "A"

SCOPE OF WORK

Each Scope of Work will be issued on a Work Release or Material Requisition with the Scope of Work and schedule defined.

BOARD AGENDA REPORT

Date: May 15, 2018
Item Number: 8
APN: N/A

SUBJECT: APPROVE PURCHASE OF ONE (1) NEW EAGLE CP30-RPM METAL BENDER/ROLLER FROM ELITE METAL TOOLS (BUDGETED)

RECOMMENDED ACTION: Approve

BACKGROUND AND/OR HISTORY:

The Support Services Department budgeted \$10,000.00 for the purchase of a new metal bender/roller that will be utilized by the Welding Shop staff to roll and bend metal to conform with the OID Standard Details for metal covers for air vents, access vents and structure covers. Currently, the OID Welding Shop cannot perform these tasks which results in downtime waiting for outside vendors to complete an order. The new metal roller/bender will increase productivity in the OID Welding Shop. Support Services staff received quotes from three separate vendors, with Elite Metal Tools being the lowest quote.

This was an anticipated expenditure and was included in the 2018 Budget.

FISCAL IMPACT: \$9,526.16 (Budgeted \$10,000.00)

ATTACHMENTS:

- Quote Summary & Quotes
-

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

Orvis (Yes/No) Altieri (Yes/No) Doornenbal (Yes/No) Santos (Yes/No) DeBoer (Yes/No)

Action(s) to be taken:

OAKDALE IRRIGATION DISTRICT MATERIAL QUOTES

REQUESTED
BY: David Skokan
JOB
SITE: Auto Main, S

[illegible]

Elite Metal Tools
 P.O. Box 403
 Zeeland, MI 49464 US
 (281) 241-9504
 insidesales@elitemetaltools.com
 http://www.elitemetaltools.com



QUOTE

ADDRESS

David Skokan
 Oakdale Irrigation District
 1205 East F Street
 Oakdale, CA 95361

SHIP TO

David Skokan
 Oakdale Irrigation District
 1205 East F Street
 Oakdale, CA 95361

QUOTE # 12613

DATE 03/23/2018

EXPIRATION DATE 03/31/2018

SHIP VIA

LTL

SALES REP

Scott VD

ACTIVITY	QTY	RATE	AMOUNT
Eagle Benders	1	7,700.00	7,700.00
New Eagle CP30-PRM			
Features and Benefits			
220V Single Phase Tilting Head for Horiz & Vertical Operation Large High Brightness LED Digital Readout Foot Pedal Controls for Rotation 3 Roll Pyramid Style Universal Profile Roll Bending Machine powered rotation for forward/reverse bending 18 Piece Universal Tooling in 55 HRC Patented Z-Block Top Journal moves on 4 Hardened Guides & Ways w/ Adjustable Gibbs Dual Rake Angle Positions roll on roller bearings Low Voltage Controls 24-VAC Magnetic/Thermal Overload Protection for Enhanced Safety			
Eagle Benders	1	470.00	470.00
Sch 40 Pipe 1-1/4" die set			
freight	1	0.00	0.00
FREE FREIGHT			
Eagle Benders	1	-1,000.00	-1,000.00
Month end discount			
Eagle Benders	1	660.00	660.00
Wide Flat Roller (up to 5 1/2" x 1/4")			
Eagle Benders	1	480.00	480.00
#4 Rebar Knurled Tooling			
Eagle Benders	1	480.00	480.00
#5 Rebar Knurled Tooling			

We require payment at the time of order. If you need something different, please inquire with us and we can review with our credit department. All quotes are in U.S. Dollars. Also all Deposits are Non-Refundable and by accepting the goods and/or services listed above, you agree to the terms & conditions along with our company policies as expressed at: <https://www.elitemetaltools.com/terms-conditions>

TOTAL

\$8,790.00

Accepted By

Accepted Date

David Skokan

From: Richard Gerald <richard.gerald@carellcorp.com>
Sent: Monday, April 09, 2018 12:39 PM
To: David Skokan
Subject: FW: Quote # S934RG.18
Attachments: S934RG.18 - Oakdale Irrigation District -CP30PRM.PDF; BPR -Eagle Quick Tool Guide.pdf

Good Afternoon David :

Our company Eagle Bending Machines is the sole distributor for the Eagle line of bending machines. We have been in business over 25 years and can offer you machines and tooling for your CP30PRM machine requirements. We also can do custom tooling for your machine.

The CP30PRM (220V/1) single phase machine cost would be \$7000.00

The Schedule 40 pipe 1 1/4" die set in smooth or knurled would be \$470.00

The Wide flat roller dies (up to 5 1/2" x 1/4") only for 1/8" material would be \$660.00

The #4 Rebar die set (1/2" OD tube rolls in knurled tooling) would be \$400.00

The #5 Rebar die set (5/8" OD tube rolls in knurled tooling) would be \$400.00

The last 2 tube rolls should fit your #4 & #5 rebar and let you roll into a 24" or 36" diameter.

There would be NO Tax

Shipping Charges to 95361 would be \$552.45.

Please contact me if you should have any further questions about the machine or tooling. I have attached a quick tooling guide for your convenience.

Regards,

Richard Gerald

Purchasing/Expediting/Sales

Carell Corporation/Eagle Bending Machines, Inc

Thanks to all for making the 2018 NOMMA- MetalFAB Exhibition a Great Success!
Visit us again at Fabtech/AWS International in Atlanta November 6th -8th 2018



www.carellcorp.com www.eaglebendingmachines.com

We are Your Bending Roll Specialists

T 251.937.0947 F 251.937.4742

PO Box 850 • 34225 US Hwy. 31 • Stapleton, AL 36578

The information in this email and any attachments are for the sole use of intended recipient and may contain privileged and confidential information. Any views or opinions expressed are solely those of the author and do not necessarily represent those of Carell Corporation or Eagle Bending Machines. If you are not the intended recipient, any use, disclosure, copying or distribution of any content is prohibited. If you believe that you have received this e-mail in error please contact the sender immediately and delete the e-mail and all of its attachments. If you do not wish to receive future emails, please call 251-937-0947 and Opt Out.

From: David Skokan <dskokan@oakdaleirrigation.com>

Sent: Monday, April 9, 2018 12:12 PM



MSR LLC
PO BOX 2396
Holland, MI 49422
(616) 834-5900
Derek@MSRLLC.BIZ
www.MSRLLC.BIZ

ADDRESS

David Skokan
Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

ESTIMATE 2324

DATE 04/10/2018

LOCATION

LTL Freight

DATE	ITEM OF WORK	APPOX. QUANTITY	AMOUNT
04/10/2018	New Eagle CP30-PRM New Eagle CP30-PRM Features and Benefits 220V Single Phase Tilting Head for Horiz & Vertical Operation Large High Brightness LED Digital Readout Foot Pedal Controls for Rotation 3 Roll Pyramid Style Universal Profile Roll Bending Machine powered rotation for forward/reverse bending 18 Piece Universal Tooling in 55 HRC Patented Z-Block Top Journal moves on 4 Hardened Guides & Ways w/ Adjustable Gibbs Dual Rake Angle Positions roll on roller bearings Low Voltage Controls 24-VAC Magnetic/Thermal Overload Protection for Enhanced Safety	1	8,000.00
04/10/2018	Eagle Benders Sch 40 Pipe 1-1/4" die set	1	540.00
04/10/2018	Eagle Benders Wide Flat Roller (up to 5 1/2" x 1/4")	1	750.00
04/10/2018	Eagle Benders #4 Rebar Knurled Tooling	1	550.00
04/10/2018	Eagle Benders #5 Rebar Knurled Tooling	1	550.00

TOTAL

\$10,390.00

Accepted By

Accepted Date

We are not an engineering, surveyor business or law firm, etc., and are not guaranteeing that this proposal meets the requirements of the Americans with Disabilities Act in any way. We are not responsible for any liability, litigation, or changes that may come arise. Please consult a ADA compliance professional for blue prints, and or advice.



EAGLE
BENDING MACHINES

CP30
SERIES

AMERICA'S PREFERRED CHOICE



CP30PR-2V
Shown Vertical



CP30R-2V
Shown Horizontal

THE NAME BRAND THAT SETS THE STANDARDS



BENDING MACHINES



TEL: (251) 937-0947
FAX: (251) 937-4742



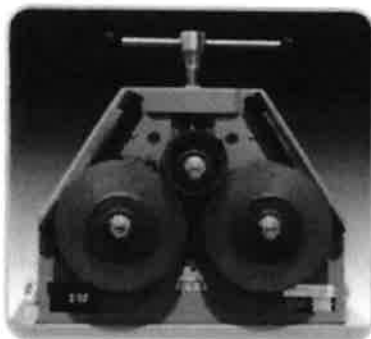
Rolling Angle Leg-Out
with optional Rolls



Rolling with Optional Tube Rolls
Knurled / Smooth Available



Rolling Bar On Edge (Hard
Way), with Standard Rolls



Rolling Small Rings with
Optional Tight Diameter Rolls



Rolling Wide Thin Sheet Material
with Optional Wide Flat Rolls



Coiling Tube with Optional
Tube Rolls. CP30PR shown
Working Horizontal



CP30M-Short shown
with Optional Cap Rail Dies



Standard Guides have
Adjustable Rake Angle



All Models are Equipped with
Palm Type Emergency Stop

CP30R Convenient
Extended Controls



CP30R shown with Optional
Leg-In Angle Guides



CP30P-LE Vertical Machine





Large Bright LED
Digital Readouts for
Precision Repeat of
Bend Roll Position



All CP Machines have
Easy Ratchet Lateral
Guide Adjustment

EP30 SERIES STANDARD SPECS

MATERIAL SHAPE	MAXIMUM SIZE	MINIMUM ROLLING DIA	TOOLING NOTES
	2 x 3/8"	16"	STANDARD ROLLS
	3 x 5/8"	16"	STANDARD ROLLS
	1-1/8"	24"	STANDARD ROLLS
	1-1/2 x 3/16"	16"	OPTIONAL ROLLS *
	1-1/2 x 3/16"	22"	OPTIONAL TOOLING
	2"	16"	STANDARD ROLLS
	2"	20"	STANDARD ROLLS
	2" x 1"	12"	STANDARD ROLLS
	2" x 1"	16"	STANDARD ROLLS
	1-1/4"	24"	OPTIONAL ROLLS
	1-1/2" Sch 40 Pipe	20"	OPTIONAL ROLLS
	2-3/8 x 16GA	40"	OPTIONAL ROLLS
	1-1/2 x 11GA	40"	STANDARD ROLLS *
	2 x 1 x 11GA	48"	STANDARD ROLLS *

* On some sections for limited quantities it may be possible to use standard rolls. For optimum results or if production runs are required, it is necessary to use optional rolls and or optional accessories.

Chart indicates minimum suggested inside bending diameters at maximum section size using mild steel in one or more passes. Specifications subject to change modification without prior notice. Data is approximate. Contact your authorized dealer for specific tooling capabilities & requirements on shapes and sizes to be bent. Special rolls and/or tooling may be required for some angle, channel rolling and/or for some production on some sections. Bending I.D.'s may be limited by predicted material distortion.



TEL: (251) 937-0947
FAX: (251) 937-4742

OPTIONAL TOOLING



Wide Flat Rolls



Tight Diameter Rolls



Rolls for Angle Leg-In/Out Tapered Surface



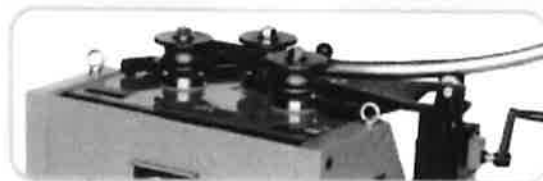
Patented Quick Gap Adjust for Angle Thickness



Lateral Guides for Angle Leg-In with Cam Rollers & Anti-Torsion Braces



Special Rolls for Cap Rail Available in Steel & Polymer for Brass & Aluminum



Spiral Rail Tooling ATSC

MORE OPTIONS AVAILABLE... INCLUDING IN-HOUSE CUSTOM MADE



STANDARD Scroll Tool w/ Scroll Former and Fixed Bar Support



STANDARD Twist Tool w/ Collet and Clamp



SCROLL MAX System w/ 2 Stage Scroll Former, Adjustable Bar Support & Former Engaging Handle



TWIST MAX System Professional Bar Twisting Kit w/ Rails, Stand, Collet Sliding Clamp & 4 Quick Release Chucks



(MAX Tools use same mounting plate. Sold Separately.)

www.eaglebendingmachines.com

sales@eaglebendingmachines.com

ROLL WITH AN ORIGINAL - ROLL WITH EAGLE-BPR

Over 24,000 machines produced. Users worldwide roll with EAGLE-BPR Section Benders. Experience the Advantages! Ask about Plate Rolls, Large Angle Rolls, Ornamental Bar Workers & Other Fabricating Machinery as well. Machines, Tooling and Components IN STOCK !

TECHNICAL SPECIFICATIONS

Shaft Diameters : 1-3/16" (30 mm)
Roll Diameters : 5" Nominal (128 mm)
Installed Power : 1.15 HP 220V-3-60Hz
Installed Power : 1.50 HP 220V-1-60Hz
Position Repeat : LED Digital Readout

Bend Adjustment : Mechanical
Standard Voltage : 220V-3-60Hz
Optional Voltage : 220V Single Phase
Floor Space Req. : 26" x 26" approx.
Ship Weight : 550 Lbs, approx.

STANDARD FEATURES ALL UNITS

- LED Digital Readout; Large, High Brightness
- Floor Style, Three Roll Bending Machines
- 25% Heavier Main Frames in Solid Steel w/ limited lifetime warranty; will not fail
- High Strength Hardened Steel Shafts
- Dual, High Dynamic Load Bearings on shafts
- Lower Shafts Driven, Top Shaft Idle
- Universal Roll Set, Hardened, 24 pieces
- Lower Rolls Knurled, Top Roll Smooth
- Top Roll Journal on Adjustable Guides & Ways
- Lateral Material Guides w/ bearings, variable rake angle, tilt and thrust with recessed hex adjustment. This feature is not found on 'look-alike' machines
- Flush Faced Frame and Electrical Cabinet
- TEFC Electric Motors, CE Certified
- Drive Motor Thermal Overload Protection
- Fully Illustrated Instruction Manual
- Service Tool Kit

OPTIONS / ACCESSORIES

- Tube & Pipe Rolls
- Wide Flat & Tight Diameter Rolls
- Rolls & Guides for Angle Iron In-Out
- Bar Twisting & Scroll Tooling
- Rolls for Molded CAP RAIL
- Rolls for Extrusions & Other Shapes



7 VERSIONS TO FIT YOUR NEEDS and BUDGET!

CP30-PR2V & CP30-PRM

Foot Pedal Controls, left/right rotation, Hide-Away feature, Retractable Lead, Rotating Head, quick change over from horizontal to vertical operation

CP30-R2V & CP30-RM

Controls on convenient arm, Rotating Head, quick change over from horizontal to vertical operation

CP30P-LE & CP30PM-LE

Foot Pedal Controls, left/right rotation; Vertical Format Machine Frame

CP30-MS

Short Base version for Easy Mounting on trailers and pick-up tail gates

MODEL LEGEND

M 1 Speed, 220V Single Phase
2V 2 Speed, 220V, Three Phase
P Foot Pedal Rotation Control
R Rotating Horizontal / Vertical
LE Vertical Frame, 1 Speed



P.O. Box 99 • 34225 Hwy 31
Stapleton, AL 36578

TEL: (251) 937-0947
FAX: (251) 937-4742



Disclaimer: Roll bending machines distributed by Eagle Bending Machines, Inc. are all designed with Emergency Stops and Thermal Overloads. The employer of the operator is responsible for providing and training the usage of point of operation guards and/or properly applied and adjusted point of operation devices as required to meet OSHA, state and local safety requirements.

www.eaglebendingmachines.com

sales@eaglebendingmachines.com

BOARD AGENDA REPORT

Date: May 15, 2018
Item Number: 9
APN: 014-030-001

SUBJECT: APPROVE ENCROACHMENT PERMIT AND AGRICULTURAL DISCHARGE PERMIT ON THE FINNEY DRAIN (APN: 014-030-001 – THE JOHN AND JACQUELINE BRICHETTO 2008 REVOCABLE TRUST DATED MAY 7, 2008, JOSEPH P. BRICHETTO, JOHN M. AND LEE ANA L. BRICHETTO)

RECOMMENDED ACTION: Approve

BACKGROUND AND/OR HISTORY:

The landowners of the parcel noted above have submitted a request to encroach upon and discharge into OID's Finney Drain with one (1) existing 8" steel pipeline. The existing steel pipeline crosses over the Finney Drain and is equipped with two (2) 8" butterfly valves, allowing the parcel to discharge into the Finney Drain and/or across the Finney Drain and ultimately into the Modesto Irrigation District Main Canal. The landowners have worked independently with MID to permit discharge from the property into their facility. OID staff has reviewed the existing encroachment and recommends approval of the attached Encroachment Permit and Agricultural Discharge Permit.

FISCAL IMPACT: A Structure Review Application fee has been submitted to cover all District costs.

ATTACHMENTS:

- Encroachment Permit
 - Agricultural Discharge Permit
-

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

Orvis (Yes/No) Altieri (Yes/No) Doornenbal (Yes/No) Santos (Yes/No) DeBoer (Yes/No)

Action(s) to be taken:

RECORDING REQUESTED BY &
WHEN RECORDED RETURN TO:



OAKDALE IRRIGATION DISTRICT
1205 East F Street
Oakdale, CA 95361

APNs: 014-030-001

**ENCROACHMENT PERMIT
ON THE FINNEY DRAIN**

THIS ENCROACHMENT PERMIT executed this FIFTEENTH day of MAY, 2018, by and between OAKDALE IRRIGATION DISTRICT, an irrigation district organized and existing under the laws of the State of California, hereinafter referred to as "DISTRICT," and JOHN P. BRICHETTO AND JACQUELINE J. BRICHETTO, TRUSTEES OF THE JOHN AND JACQUELINE BRICHETTO 2008 REVOCABLE TRUST DATED MAY 7, 2008, JOSEPH P. BRICHETTO, A SINGLE MAN, AND JOHN M. AND LEE ANA L. BRICHETTO, HUSBAND AND WIFE AS JOINT TENANTS, hereinafter referred to as "OWNER" sets forth Permits as follows:

WITNESSETH:

WHEREAS, the Board of Directors of the DISTRICT adopted the request for an Encroachment Permit on May 15, 2018, as shown in the Resolution attached hereto as **Exhibit "A."**

WHEREAS, DISTRICT occupies easements and fee-owned lands for its irrigation and drainage facilities, and

WHEREAS, OWNER'S property described in the attached **Exhibit "B"** (the "Subject Property") is subject to all or a portion of said easements, and

WHEREAS, OWNER has title to the Subject Property and wishes to encroach upon the FINNEY DRAIN right-of-way with encroachments as follows:

1. One (1) 8" steel pipeline crossing over the Finney Drain equipped with two (2) 8" butterfly valves.

WHEREAS, DISTRICT is willing to permit said encroachments provided the OWNER agrees to the following provisions:

1. Nature of Right Conferred. This Permit is valid only for the purposes specified herein, and neither the Permit, nor use there under shall create an easement, right-of-way, or other interest in real property owned by DISTRICT.

DISTRICT intends hereby to assent only to (a) an encroachment upon an easement or easements held by DISTRICT or (b) to confer a license to OWNER to encroach upon DISTRICT fee-owned lands, all subject to the terms hereof. Nothing in this Permit constitutes a grant or other disposition of any land or interest in land, which is owned or otherwise occupied by DISTRICT. OWNER acknowledges that the lands upon which the facilities of DISTRICT are located may not be owned by DISTRICT, and further acknowledges that the consent contained in this Permit relates only to the rights of DISTRICT by virtue of an easement or easements upon Subject Property or upon land owned in fee by DISTRICT. It is understood that nothing in this Permit shall be considered as a representation by DISTRICT of the authority to grant any interest in land over, across, or under any property owned or controlled by any person other than DISTRICT and OWNER shall obtain any further grants or consents from all others owning interests in the underlying easement land.

2. Assignments, Sublicenses and Termination. The right to use or maintain the encroachments listed above on the subject DISTRICT facility as authorized herein shall be transferrable to OWNER'S successors or assigns, however, OWNER may not, without the prior written consent of DISTRICT, authorize or permit others to utilize any facilities, structures, easements or right-of-way area which are in any way not expressly authorized by this Permit. Should OWNER wish to terminate this permit, written notice shall first be provided to DISTRICT. Upon approval, DISTRICT may request with 30 days written notice, the removal or relocation of all or portions of OWNER'S encroachments and OWNER shall perform the required work at no cost to DISTRICT. Should OWNER'S encroachments not be removed within the specified time, DISTRICT shall remove the encroachments and bill OWNER for all costs incurred.
3. Operational Access. DISTRICT shall have the right of necessary ingress to and egress from said strip of land at any and all times for people with tools and/or equipment required for the repair, replacement, maintenance and/or operation of that irrigation canal or pipeline system and appurtenant facilities located within DISTRICT right-of-way. OWNER'S encroachment shall not interfere with DISTRICT's operational use of its irrigation and drainage facilities.
4. Indemnity and Release. OWNER shall (i) indemnify and hold harmless and (ii) release DISTRICT, its officers, agents and employees, against and from any and all loss, damage, claims, costs and expenses of whatsoever nature, including court costs and attorney's fees resulting from the exercise of this permit including but not limited to, overflow of water from DISTRICT facilities, property damage, personal injury or, wrongful death from the installation, construction, maintenance, repair, renewal, modification, reconstruction, relocation or removal of the permitted OWNER facilities or any part thereof. OWNER shall promptly repair, at his own cost and under DISTRICT supervision, any damage caused to DISTRICT'S facilities due to work under this permit, to the satisfaction of DISTRICT. Should OWNER neglect to promptly make repairs, DISTRICT may make repairs or have repairs made and OWNER shall pay all costs.
5. Plans and Specifications: Construction. All encroachments and structures constructed under this Permit shall be erected by DISTRICT. Should DISTRICT

allow OWNER to construct the encroachments and structures, the work shall be done in accordance with plans and specifications and upon locations approved in advance by DISTRICT as herein provided and shall be erected in such a manner as not to obstruct in any manner the flow of water in the canals, laterals or drain ditches of DISTRICT or to make more expensive or to interfere in any manner whatsoever with the construction, operation and maintenance of any part of the impacted irrigation and/or drainage works by DISTRICT. Any alterations or changes to the approved plans shall be approved by DISTRICT. **Exhibits "C" and "D"** (IF ATTACHED) indicate approved locations and/or plans of herein described encroachments. **Exhibit "E"** (IF ATTACHED) provides the Insurance and Bonding requirements of DISTRICT, which shall be met by OWNER prior to the start of construction.

Should DISTRICT allow OWNER to construct the encroachments and structures, OWNER shall call DISTRICT'S Engineer at 847-0341 a minimum 48 hours prior to planned construction and shall coordinate all construction activities with DISTRICT'S Water Operations Department. Further, routine inspections by DISTRICT of construction activities such as trenching, backfilling, compaction, concreting, etc., are required. OWNER and/or his contractors shall comply with all applicable laws, regulations and guidelines including OSHA, CAL-OSHA, State of California Department of Industrial Safety and Health Orders, Cal-Trans, and California Health and Welfare.

6. Ordinary Maintenance, Repair or Replacement. OWNER shall maintain and repair said encroachments at his sole cost and expense. Should OWNER neglect to promptly make repairs which impair the integrity and/or serviceability of DISTRICT facilities, DISTRICT may make repairs or have repairs made and OWNER shall pay all costs and expenses. Where necessary, and to the extent required to perform ordinary operation, maintenance, and reconstruction functions, DISTRICT may request, upon 30 days notice, the removal or relocation of portions of OWNER'S encroachments and OWNER shall perform the required work at no cost to DISTRICT.

For emergency purposes OWNER will be required to remove encroachments immediately upon request by DISTRICT. If it should be necessary to repair or replace DISTRICT facilities, DISTRICT is not liable for damages or resultant damages to the permitted encroachments within the DISTRICT'S easement. Further, the repair and replacement of OWNER encroachments following DISTRICT maintenance and reconstruction efforts shall be performed by OWNER and at the expense of OWNER.

THIS PERMIT shall be a covenant binding upon both DISTRICT and OWNER.

IN WITNESS WHEREOF, DISTRICT and OWNER have caused their names to be affixed.

**OAKDALE IRRIGATION DISTRICT
"DISTRICT"**


Thomas D. Orvis, President
Board of Directors

Date

Steve Knell, P.E.
General Manager/Secretary

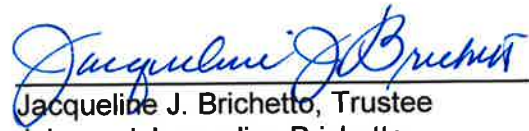
Date

"OWNER"



John P. Brichetto, Trustee
John and Jacqueline Brichetto
Revocable Trust dated May 7, 2008

4-10-18
Date



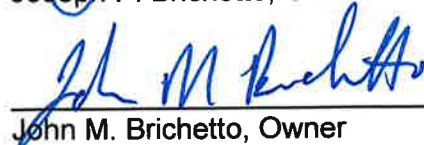
Jacqueline J. Brichetto, Trustee
John and Jacqueline Brichetto
Revocable Trust dated May 7, 2008

5-2-2018
Date



Joseph P. Brichetto, Owner

5/2/2018
Date



John M. Brichetto, Owner

5/2/2018
Date



Lee Ana L. Brichetto, Owner

5/2/2018
Date

Mailing Address: P.O. Box 11600
Oakdale, CA, 95361

SIGNATURES MUST BE NOTARIZED AND BE PER RECORDED DEED

NOTARY

CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of **Stanislaus**

On April 10, 2018 before me Carla Lillie, Notary Public,
personally appeared John P. Brichetto
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal

Carla Lillie
Signature

(Seal)



CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of **Stanislaus**

On _____ before me _____, Notary Public,
personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal

Signature

(Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

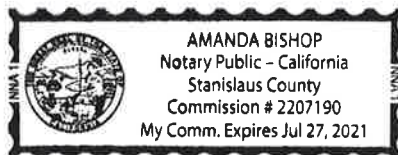
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Stanislaus)
 On May 2, 2018 before me, Amanda Bishop, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared Jacqueline J. Brichetto, Joseph P. Brichetto
 Name(s) of Signer(s)
John M. Brichetto and Lee Ana L. Brichetto

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Amanda Bishop
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
 Document Date: _____ Number of Pages: _____
 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
 Signer Is Representing: _____

EXHIBIT "A"

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2018-NIL**

ENCROACHMENT PERMIT ON THE FINNEY DRAIN

APN: 014-030-001

WHEREAS, JOHN P. BRICHETTO AND JACQUELINE J. BRICHETTO, TRUSTEES OF THE JOHN AND JACQUELINE BRICHETTO 2008 REVOCABLE TRUST DATED MAY 7, 2008, JOSEPH P. BRICHETTO, A SINGLE MAN, AND JOHN M. AND LEE ANA L. BRICHETTO, HUSBAND AND WIFE AS JOINT TENANTS are the titled owners of the property located in the East 1/2 of Section 16, Township 3 South, Range 10 East, Mount Diablo Base and Meridian, in the unincorporated area of Stanislaus County, California; and

WHEREAS, JOHN P. BRICHETTO AND JACQUELINE J. BRICHETTO, TRUSTEES OF THE JOHN AND JACQUELINE BRICHETTO 2008 REVOCABLE TRUST DATED MAY 7, 2008, JOSEPH P. BRICHETTO, A SINGLE MAN, AND JOHN M. AND LEE ANA L. BRICHETTO, HUSBAND AND WIFE AS JOINT TENANTS have requested an Encroachment Permit for:

1. One (1) 8" steel pipeline crossing over the Finney Drain equipped with two (2) 8" butterfly valves.

WHEREAS, the Encroachment Permit has been signed by the titled owners.

NOW THEREFORE BE IT RESOLVED, that the provisions contained in the Encroachment Permit of the above-identified land have been accepted by the titled owners of said property, is hereby accepted by the District, and that the President be and is hereby authorized and directed to have the same recorded on the records of Stanislaus County, and that said Encroachment Permit in its entirety is incorporated herein by reference to this Resolution.

Upon Motion of Director _____ seconded by Director _____, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this fifteenth day of May, 2018.

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

EXHIBIT "B"

LEGAL DESCRIPTION FOR SUBJECT PROPERTY

The land referred to herein below is situated in the unincorporated area of the County of Stanislaus, State of California and is described as follows:

Parcel One:

A portion of Lots 7, 8, 15, 22, 25, 26, 10, 11, 13, 14, and 23 and all of Lot 9 of Albers Colony Tract, according to the Official Map thereof filed for record September 29, 1914 in Book 8 of Maps, Page 23, Stanislaus County Records, described as follows:

Beginning at the corner common to Sections 9, 10, 15, and 16, Township 3 South, Range 10 East, Mount Diablo Base and Meridian; thence North 89° 48' East along the line common to said Sections 10 and 15, 18.778 chains to a point in the center line of Oakdale Irrigation District's Albers Lateral; thence along the center line of said lateral the courses and distances:

South 10° 21 1/2' West 1.6164 chains;

South 26° 12' West 1.2320 chains;

South 47° 04' West 8.2192 chains;

South 30° 19 1/2' West 5.1333 chains;

thence leaving the center line of said lateral and running South 0° 12' West 32.2305 chains to a point; thence North 80° 32' West 4.6954 chains to a point; thence North 78° 45' West 13.8758 chains to a point in the center line of the above mentioned Albers Lateral; thence along the center line of said lateral South 69° 52' West 6.7877 chains; thence leaving the center line of said lateral and running North 17° 27' West 0.0667 chains to an iron pipe at the Southeasterly corner of the Easterly boundary of said parcel of land conveyed to E. K. Finney by Deed recorded in Book 672, Page 446, of Official Records; thence along the Easterly boundary of said parcel of land so conveyed the following courses and distances:

North 17° 27' West 20.732 chains;

North 6° 38' West 0.516 chains;

North 23° 02' East 25.366 chains to a point in the line common to Sections 9 and 16, above Township and Range;

thence along said common section line North 89° 46' East 11.763 chains to the point of beginning.

Except therefrom all that portion lying within the right-of-way of the Oakdale Irrigation District's Albers Lateral.

APN: 014-006-001 and 002

APN: 014-030-001 (portion)

Parcel Two:

The West half of the Southeast quarter of the Southeast quarter of Section 9, Township 3 South, Range 10 East, Mount Diablo Base and Meridian, according to the United States Government Township Plats.

APN: 014-018-004

Parcel Three:

All that portion of the East one-half of Section 16, Township 3 South, Range 10 East, Mount Diablo Base and Meridian, according to the United States Government Township Plats, being also all of Lots 12 and 24 and fractional portions of Lots 10, 11, 13, 14 and 23 of Albers Colony Tract, according to the Official Map thereof filed for record September 29, 1914 in Book 8 of Maps, Page 23, Stanislaus County Records, described as follows:

Beginning at the quarter section corner common to Sections 9 and 16, above Township and Range; thence South 0° 52' East along the quarter section line of said Section 16, 41.625 chains to a point on the North right-of-way line of Modesto Irrigation District Main Canal; thence along said North right-of-way line of said Modesto Irrigation District Main Canal the following four courses and distances:

South 25° 57' East 1.490 chains;

South 47° 09' East 1.800 chains;

South 54° 28' East 12.281 chains;

South 38° 12' East 1.900 chains to a point intersecting the center line of Albers Canal of the Oakdale Irrigation District; thence along the center line of Albers Lateral of the Oakdale Irrigation District the following two courses and distances:

North 42° 28' East 10.75 chains;

North 69° 30' East 4.05 chains;

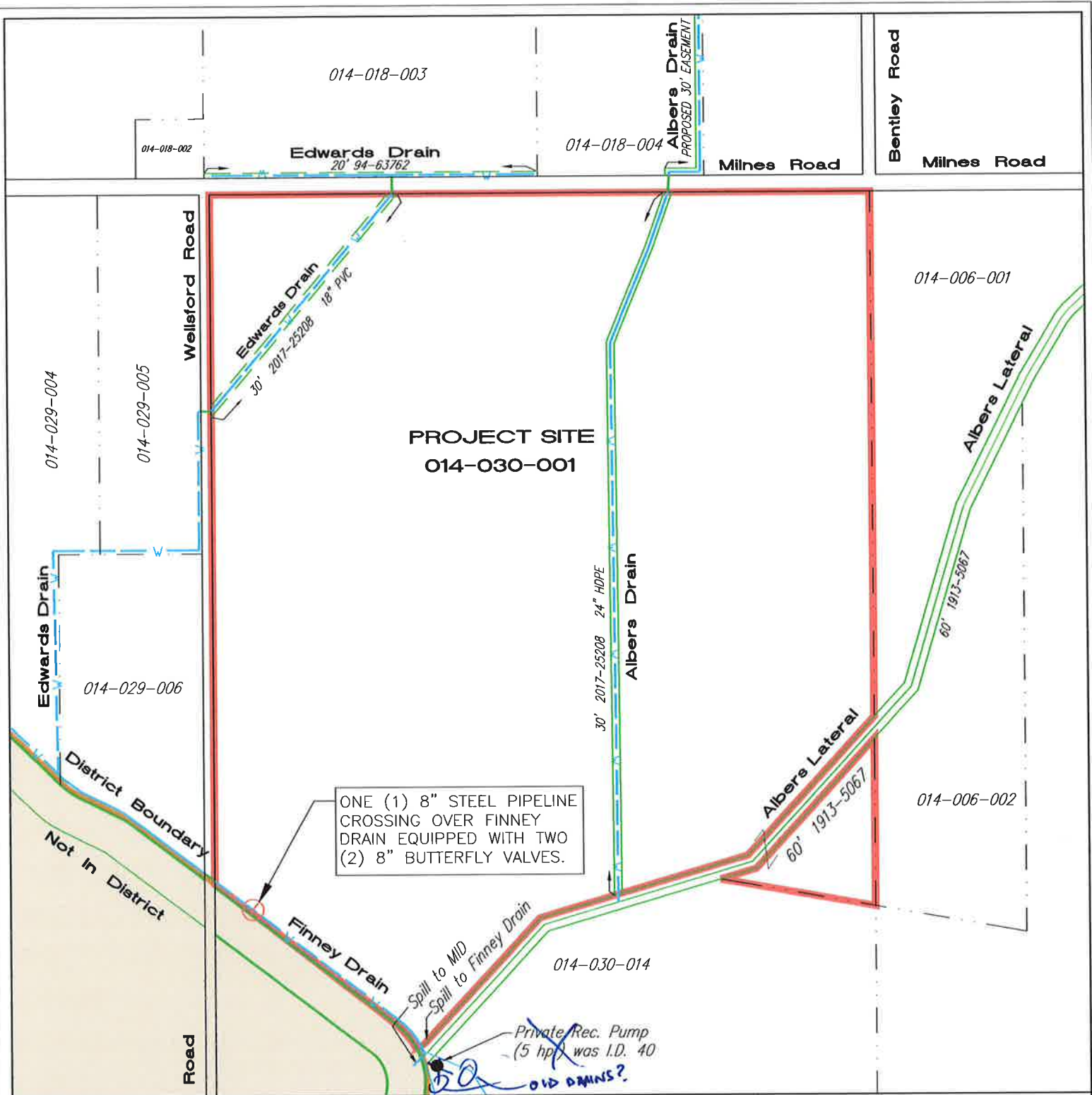
thence North 17° 33' West 20.732 chains; thence North 6° 44' West 0.516 chains; thence North 22° 56' East 25.366 chains to a point on the line common to Sections 9 and 16;

thence South 89° 40' West along the line common to Sections 9 and 16, 28.386 chains to the point of beginning.

Except therefrom that portion lying within the right-of-way of Albers Canal of the Oakdale Irrigation District.

APN: 014-030-001 (portion)

END OF DESCRIPTION



OAKDALE IRRIGATION DISTRICT
1205 EAST F STREET
OAKDALE CALIFORNIA 95361

PROJECT SITE MAP
ENCROACHMENT PERMIT
APN: 014-030-001



DATE: APR. 9, 2018
DRAWN BY: CMK
CHECKED BY: ECT

EXHIBIT "C"

NOT TO SCALE
SHEET 1 of 1

RECORDING REQUESTED BY &
WHEN RECORDED RETURN TO:



OAKDALE IRRIGATION DISTRICT
1205 East F Street
Oakdale, CA 95361

APN: 014-030-001

**AGRICULTURAL DISCHARGE PERMIT
ON THE FINNEY DRAIN**

THIS AGRICULTURAL DISCHARGE PERMIT executed this FIFTEENTH day of MAY, 2018, by and between OAKDALE IRRIGATION DISTRICT, an irrigation district organized and existing under the laws of the State of California, hereinafter referred to as "DISTRICT," and JOHN P. BRICHETTO AND JACQUELINE J. BRICHETTO, TRUSTEES OF THE JOHN AND JACQUELINE BRICHETTO 2008 REVOCABLE TRUST DATED MAY 7, 2008, JOSEPH P. BRICHETTO, A SINGLE MAN, AND JOHN M. BRICHETTO AND LEE ANA L. BRICHETTO, HUSBAND AND WIFE, hereinafter referred to as "OWNER" sets forth Permits as follows:

WITNESSETH:

WHEREAS, the Board of Directors of the DISTRICT adopted the request for an Agricultural Discharge Permit on May 15, 2018, as shown in the Resolution attached hereto as Exhibit "A."

WHEREAS, DISTRICT occupies easements, rights of way and fee-owned lands for its irrigation and drainage facilities, hereinafter referred to as "CONDUITS".

WHEREAS, OWNER'S property described in the attached Exhibit "B" (the "Subject Property") is subject to all or a portion of said easements, rights of way and fee-owned lands, and

WHEREAS, OWNER has title to the Subject Property and requests that DISTRICT grant permission to release said Agricultural Discharge as needed, subject to the terms and conditions of this AGRICULTURAL DISCHARGE PERMIT from one (1) 8" steel pipeline crossing over the Finney Drain equipped with two (2) 8" butterfly valves.

WHEREAS, OWNER has been granted an Encroachment Permit for their private Agricultural Discharge Facilities crossing DISTRICT'S easements, rights of way and fee-owned lands and said Encroachment Permit has been recorded.

WHEREAS, DISTRICT is willing to permit said Agricultural Discharge provided the OWNER agree to the following provisions:

I. Definitions

- A. "CONDUITS" shall mean the water collection system consisting of canals, laterals, ditches, flumes, pipelines and appurtenant facilities for the transportation, control and collection of irrigation water that DISTRICT owns, maintains and operates.
- B. "Discharge" shall be defined as agricultural drainage, free of organic matter, including but not limited to moss, algae and foliage and excluding sewage, from OWNER'S agricultural operation(s).
- C. "Emergency Circumstances" shall mean a situation when it is necessary to act to prevent imminent and substantial harm to persons or damage to property.
- D. "Hazardous Materials" shall mean any flammable, explosive or radioactive material; any toxic substance, hazardous waste, hazardous material, or hazardous substance, as those terms may now, or may in the future, be defined by any applicable federal, state or local statute, ordinance or regulation promulgated by any regulatory agency.

II. Flow

Subject to full compliance with the following conditions and limitations, OWNER may pump and/or allow the Discharge to flow into the FINNEY DRAIN at a point in the Northwest quarter of the Southeast quarter of Section 16, Township 3 South, Range 10 East, Mount Diablo Base and Meridian, in the unincorporated area of Stanislaus County, California.

- 1. Except as provided in this Discharge Permit, OWNER may not release Discharge into any CONDUITS other than the above described District facility.
- 2. OWNER shall reduce or cease said rate of flow upon request of DISTRICT at any time that DISTRICT encounters Emergency Circumstances and perceives a risk that said flow may exceed the capacity of said District Facility.

3. The right of DISTRICT to control OWNER'S Discharge in Emergency Circumstances does not impose a duty of DISTRICT to regulate such flow.
4. OWNER shall have in place a regulating valve or valves at the inlet and/or terminus of its Discharge lines. Construction, installation, reconstruction, modification, and repair of the Discharge lines and regulating valves shall be performed under the supervision of DISTRICT and in accordance with applicable DISTRICT Standards and Specifications, at OWNER'S sole expense.

III. Water Quality

1. OWNER shall not release any Discharge into any CONDUITS that would cause DISTRICT to fail to meet water quality standards that are now or may be imposed upon DISTRICT'S CONDUITS by any federal, state, regional, or local regulatory agency; or would cause DISTRICT to fail to meet water quality standards hereafter established by DISTRICT'S Board of Directors and applied on a DISTRICT-wide level, and adopted by DISTRICT Resolution after a public notice and meeting.
2. If the Discharge released by OWNER into the CONDUITS causes or threatens to cause significant degradation of the quality of water in the CONDUITS or downstream, the DISTRICT may require that OWNER immediately suspend making any such discharge, and such discharge shall be resumed only after such condition has been resolved to the satisfaction of DISTRICT or interested regulatory agency. Should any court or regulatory agency order, by way of a final nonappealable order, that the release of OWNER Discharge be restricted or be treated before being released into the CONDUITS, DISTRICT shall have the right to unilaterally amend this Permit to require OWNER to conform to such order at OWNER'S sole expense.
3. OWNER shall not discharge any Hazardous Material into the CONDUITS. OWNER shall immediately notify DISTRICT and immediately remediate any release or spill of a Hazardous Material into the CONDUITS at OWNER'S sole expense, to the satisfaction of DISTRICT and any interested regulatory agency.
4. OWNER shall be responsible for the quality of the Discharge released into the CONDUITS and shall insure that all Discharge so released complies with all applicable federal, state, regional, and local laws, rules and regulations. Any damage to persons, the environment, surface water, or groundwater that results solely from the discharge by OWNER that does not comply with the requirements of this Permit shall be solely the responsibility of OWNER.

5. OWNER warrants that the Discharge into DISTRICT CONDUITS pursuant to this Permit shall be free of any and all organic matter and the Discharge shall comply at all times with the quality standards as set by any federal, state, regional, or local regulatory agency.
6. OWNER warrants that said chemical injection shall occur downstream of filtration device and that appropriate backflow prevention has been installed as shown in **Exhibits "C" and "D"** (IF ATTACHED).
7. Execution of this DISCHARGE PERMIT shall not release OWNER from being in full compliance with all applicable laws, regulations and guidelines including OSHA, CAL-OSHA, State of California Department of Industrial Safety and Health Orders, Cal-Trans, and California Health and Welfare Codes.
8. OWNER shall be a member in good standing of an applicable Water Quality Coalition in accordance with requirements set forth in the Long Term Irrigated Lands Regulatory Program and shall submit to DISTRICT written verification demonstrating such.

IV. **Monitoring**

1. OWNER shall furnish DISTRICT, without cost, copies of any and all analyses or recorded water quality testing of the Discharge to be discharged pursuant to this Permit.
2. DISTRICT shall have the right, but not the obligation, after reasonable prior notice to OWNER, to enter upon the property of OWNER for the purpose of obtaining samples of the Discharge being released to the CONDUITS.

V. **Warranties**

1. DISTRICT does not warrant that DISTRICT owns all the lands upon which the CONDUITS are located in fee title. DISTRICT does not warrant that DISTRICT has the authority to grant access to OWNER across any property not owned in fee title by DISTRICT. DISTRICT shall promptly notify OWNER of any issues regarding property use or access relating to this Permit.
2. DISTRICT does not warrant that the alignment and condition of any CONDUITS will not change. DISTRICT, in its sole discretion, may decide to move, pipe, underground, realign or reconstruct any CONDUITS. OWNER shall bear all direct and indirect costs or expenses of relocating OWNER'S outfall and outlet works in such event.

VI. Maintenance and Operations

1. When DISTRICT deems it necessary to perform ordinary maintenance and reconstruction work on the FINNEY DRAIN or any CONDUITS connected thereto, DISTRICT may require that OWNER cease any and all discharge into said facility until such time as DISTRICT informs OWNER that such maintenance and reconstruction work is completed.
2. Except in Emergency Circumstances, DISTRICT shall provide OWNER advance notice of any ordinary maintenance and reconstruction work that will require OWNER to cease any and all discharge into said facility.
3. The maintenance, operation and repair of any facility constructed or owned by OWNER for the purpose of releasing Discharge into the CONDUITS pursuant to this Permit shall be the responsibility of OWNER. OWNER shall provide DISTRICT five (5) days advance notice of any construction or maintenance of such facilities. DISTRICT may require OWNER to repair or replace such facilities if they constitute an unreasonable danger to any person or property or unreasonably interfere with DISTRICT use of the CONDUITS. Failure to maintain such facilities in a safe and useable condition shall be grounds for immediate termination of this Permit and removal of such facilities at OWNER'S sole expense. DISTRICT shall in no way be obligated to move, repair, and/or replace such works of OWNER in the event of a realignment, reconstruction, or piping of the CONDUITS.

VII. Use of CONDUITS

1. OWNER rights granted by this Permit are subject and subordinate to all uses and purposes DISTRICT may make of the CONDUITS or of any other facilities or property of DISTRICT. Any use made by OWNER of the CONDUITS pursuant to this Permit shall not limit, impair, hinder, or obstruct any authorized use by DISTRICT of said CONDUITS. OWNER use of the CONDUITS is subject to all leases, easements, licenses, restrictions and conditions, covenants, encumbrances, liens, and claims of title that may affect the CONDUITS.
2. DISTRICT, in Emergency Circumstances, may require OWNER to reduce or terminate said Discharge to a rate established by DISTRICT, if the release of Discharge by OWNER pursuant to this Permit is determined by DISTRICT to substantially interfere with DISTRICT use of the CONDUITS.
3. This Permit only creates the ability of OWNER to use the CONDUITS for a limited purpose and under limited conditions. It does not create any equitable interest in the CONDUITS, or an easement, nor does it convey to OWNER any right, title or interest in or to any property or facility of

DISTRICT. OWNER shall make no other use of the CONDUITS other than as expressly provided in this Permit.

4. Except as already exists, or as herein expressly permitted, OWNER shall not place or permit to be placed on, in, across or through the CONDUITS easements or rights of way, any object or structures, nor do or permit to be done anything which may interfere with the full and exclusive enjoyment by DISTRICT of its CONDUITS, easements and rights of way.
5. Upon termination of this Permit, for any cause, DISTRICT may prevent further Discharge from flowing into the CONDUITS either by requiring that OWNER close the valve(s) owned by OWNER or by requiring OWNER to physically remove or seal off OWNER facilities where they enter the CONDUITS and/or the DISTRICT'S easements and rights of way. OWNER shall restore the property of DISTRICT to a condition reasonably acceptable to DISTRICT upon removal of OWNER facilities.

VIII. Defense, Indemnification, Liability and Damages

1. OWNER shall defend and indemnify DISTRICT, its Directors, officers, employees and agents, for all costs, damages, penalties and fees of any kind from claims, complaints or causes of action for illness, death, personal injury, property or environmental claims, including attorneys fees incurred in a judicial or administrative proceeding, where such claim, complaint or cause of action arises solely out of the release of OWNER Discharge into the CONDUITS by OWNER. This obligation shall survive the termination of this Permit.
2. Should the DISTRICT'S CONDUITS or the natural drainage streams, channels or rivers, or the drains and channels of others, into which the CONDUITS flows, be, for any reason beyond their reasonable control, incapable of handling the agricultural discharge flows produced and generated by OWNER through no fault of DISTRICT, then DISTRICT shall incur no liability to OWNER.
3. Should the DISTRICT require cessation of OWNER Discharge due to Emergency Circumstances beyond the control of DISTRICT, then DISTRICT shall incur no liability to OWNER.
4. Should it become necessary to reduce or terminate OWNER'S discharge into the CONDUITS due to any regulatory, administrative or court action, then DISTRICT shall incur no liability to OWNER.

X. Termination

1. Subject to DISTRICT'S right to suspend release of agricultural discharge under Paragraph 4 of Article III, above, if after thirty (30) days written notice by DISTRICT to OWNER of a release of Discharge into the CONDUITS which is contrary to the terms and conditions identified or referred to in Section III, and if such condition which caused such release has not been substantially corrected by OWNER, then DISTRICT, after a public hearing noticed by agenda with specific prior notice being given to OWNER, shall be free to terminate this Permit. Should DISTRICT terminate this Permit pursuant to this paragraph, OWNER shall continue to defend and indemnify DISTRICT in accordance with Section VIII herein with regard to liability or causes of action resulting from the performance of this Permit.
2. For any other breach of this Permit not covered in Sections II and III, DISTRICT and OWNER shall give thirty (30) days written notice to the other of any breach and provide the other with the ability to cure the breach. If such breach is not cured within such thirty (30) day period, the non-breaching party may terminate this Permit.
3. Upon termination of this Permit by either party, OWNER shall be responsible for removing all of its facilities that are within the property, easements or rights of way of DISTRICT and used to release Discharge into the CONDUITS. If OWNER does not remove these facilities promptly, then DISTRICT shall remove the facilities and OWNER shall reimburse DISTRICT for all costs incurred.

XI. Assignment

This Permit shall not be assignable by OWNER, either in whole or in part, to any other entity. Any proposed assignment requires the prior written consent of the DISTRICT.

XII. Miscellaneous Provisions

1. All required written notices hereunder shall be conveyed via the United States Post Office as follows:

John Brichetto
P.O. Box 11600
Oakdale, CA, 95361

General Manager
Oakdale Irrigation District
1205 East F Street
Oakdale, CA 95361

All notices shall be effective when deposited with the United States Post Office, postage prepaid, addressed to the party to whom the notice is to be given at the address shown above or to such other addresses as either party may designate to the other in writing. For notice purposes, each

party agrees to keep the other informed at all times of their current address.

2. This Permit fully incorporates the Permits and understandings of OWNER with DISTRICT with respect to the subject matter hereof and all prior negotiations, drafts, Permits (including the Interim Permit) and other communications between OWNER and DISTRICT are superseded by this Permit. The parties have read and fully understand the terms of this Permit and have had the opportunity to be advised by an attorney with respect to this Permit. No alteration or amendment to this Permit shall be effective unless given in writing and signed by the parties sought to be charged or bound by the alteration or amendment.
3. This Permit has been negotiated and executed in the State of California. If there is a lawsuit, OWNER agrees to submit to the jurisdiction of the courts of the County in which this Permit is recorded. This Permit shall be governed by and construed in accordance with the laws of the State of California.
4. The words "OWNER" and "DISTRICT" include the successors, assigns, and transferees of each of them. Caption headings in this Permit are for convenience purposes only and are not to be used to interpret or define the provisions of this Permit. This Permit is the product of negotiation of the parties and the rule of Civil Code, Section 1654 regarding uncertainties caused by a party shall not apply. If a court of competent jurisdiction finds any provision of this Permit to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances and all provisions of the Permit in all other respects shall remain valid and enforceable. It is not necessary for either party to inquire into the powers of the other or of the officers, directors, partners, or agents acting or purporting to act on its behalf.
5. The parties shall not be deemed to have waived any rights under this Permit unless such waiver is given in writing and signed by the party being charged with waiver. No delay or omission on the part of the parties in exercising any rights shall operate as a waiver of such right or any other right. A waiver by a party of a provision of the Permit shall not prejudice or constitute a waiver of the party's right otherwise to demand strict compliance with that provision or any other provision of this Permit. No prior waiver by party, nor any course of dealing between the parties, shall constitute a waiver of any of a party's rights or of any of a party's obligations as to any future transactions. Whenever the consent of a party is required under this Permit, the granting of such consent by that party in any instance shall not constitute continuing consent.

THIS PERMIT shall be a covenant binding upon both DISTRICT and OWNER.

IN WITNESS WHEREOF, DISTRICT and OWNER have caused their names to be affixed.

**OAKDALE IRRIGATION DISTRICT
"DISTRICT"**

Thomas D. Orvis, President
Board of Directors

Date

Steve Knell, P.E.
General Manager/Secretary

Date

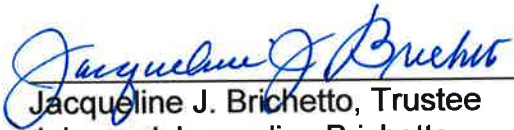
"OWNER"



John P. Brichetto, Trustee
John and Jacqueline Brichetto
Revocable Trust dated May 7, 2008

4-10-2018

Date



Jacqueline J. Brichetto, Trustee
John and Jacqueline Brichetto
Revocable Trust dated May 7, 2008

5-2-2018

Date



Joseph P. Brichetto, Owner

5/2/2018

Date



John M. Brichetto, Owner

5/2/2018

Date



Lee Ana L. Brichetto, Owner

5/2/2018

Date

Mailing Address: P.O. Box 11600
Oakdale, CA, 95361

SIGNATURES MUST BE NOTARIZED AND BE PER RECORDED DEED

CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of **Stanislaus**

On April 10, 2018 before me Carla Lillie, Notary Public,
personally appeared John P. Brichetto
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal

Carla Lillie
Signature

(Seal)



CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of **Stanislaus**

On _____ before me _____, Notary Public,
personally appeared _____
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal

Signature

(Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

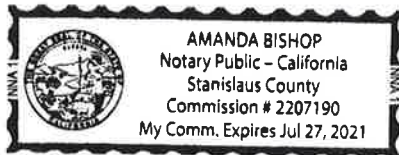
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Stanislaus)
On May 2, 2018 before me, Amanda Bishop, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Jacqueline J. Brichetto, Joseph P. Brichetto,
Name(s) of Signer(s)
John M. Brichetto and Lee Ana L. Brichetto

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Amanda Bishop
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

EXHIBIT "A"

**OAKDALE IRRIGATION DISTRICT
RESOLUTION NO. 2018-NIL**

AGRICULTURAL DISCHARGE PERMIT ON THE FINNEY DRAIN

APN: 014-030-001

WHEREAS, JOHN P. BRICHETTO AND JACQUELINE J. BRICHETTO, TRUSTEES OF THE JOHN AND JACQUELINE BRICHETTO 2008 REVOCABLE TRUST DATED MAY 7, 2008, JOSEPH P. BRICHETTO, A SINGLE MAN, AND JOHN M. BRICHETTO AND LEE ANA L. BRICHETTO, HUSBAND AND WIFE, are the titled owners of the property located in the Northeast 1/4 of Section 16, Township 3 South, Range 10 East, Mount Diablo Base and Meridian, in the unincorporated area of Stanislaus County, California; and has requested an Agricultural Discharge Permit for ONE (1) 8" STEEL PIPELINE EQUIPPED WITH TWO (2) 8" BUTTERFLY VALVES on the FINNEY DRAIN.

WHEREAS, the Agricultural Discharge Permit has been signed by the titled OWNER.

NOW THEREFORE BE IT RESOLVED, that the provisions contained in the Agricultural Discharge Permit of the above-identified lands have been accepted by the titled OWNER of said property, is hereby accepted by the District, and that the President be and is hereby authorized and directed to have the same recorded on the records of Stanislaus County, and that said Agricultural Discharge Permit in its entirety is incorporated by reference to this Resolution.

Upon Motion of Director _____, seconded by Director _____, and duly submitted to the Board for its consideration, the above-titled Resolution was adopted this fifteenth day of May, 2018.

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis, President
Board of Directors

Steve Knell, P.E.
General Manager/Secretary

EXHIBIT "B"

LEGAL DESCRIPTION FOR SUBJECT PROPERTY

The land referred to herein below is situated in the unincorporated area of the County of Stanislaus, State of California and is described as follows:

Parcel One:

A portion of Lots 7, 8, 15, 22, 25, 26, 10, 11, 13, 14, and 23 and all of Lot 9 of Albers Colony Tract, according to the Official Map thereof filed for record September 29, 1914 in Book 8 of Maps, Page 23, Stanislaus County Records, described as follows:

Beginning at the corner common to Sections 9, 10, 15, and 16, Township 3 South, Range 10 East, Mount Diablo Base and Meridian; thence North 89° 48' East along the line common to said Sections 10 and 15, 18.778 chains to a point in the center line of Oakdale Irrigation District's Albers Lateral; thence along the center line of said lateral the courses and distances:

South 10° 21 1/2' West 1.6164 chains;

South 26° 12' West 1.2320 chains;

South 47° 04' West 8.2192 chains;

South 30° 19 1/2' West 5.1333 chains;

thence leaving the center line of said lateral and running South 0° 12' West 32.2305 chains to a point; thence North 80° 32' West 4.6954 chains to a point; thence North 78° 45' West 13.8758 chains to a point in the center line of the above mentioned Albers Lateral; thence along the center line of said lateral South 69° 52' West 6.7877 chains; thence leaving the center line of said lateral and running North 17° 27' West 0.0667 chains to an iron pipe at the Southeasterly corner of the Easterly boundary of said parcel of land conveyed to E. K. Finney by Deed recorded in Book 672, Page 446, of Official Records; thence along the Easterly boundary of said parcel of land so conveyed the following courses and distances:

North 17° 21 1/2' West 1.6164 chains;

North 6° 38' West 0.516 chains;

North 23° 02' East 25.366 chains to a point in the line common to Sections 9 and 16, above Township and Range;

thence along said common section line North 89° 46' East 11.763 chains to the point of beginning.

Except therefrom all that portion lying within the right-of-way of the Oakdale Irrigation District's Albers Lateral.

APN: 014-006-001 and 002

APN: 014-030-001 (portion)

Parcel Two:

The West half of the Southeast quarter of the Southeast quarter of Section 9, Township 3 South, Range 10 East, Mount Diablo Base and Meridian, according to the United States Government Township Plats.

APN: 014-018-004

Parcel Three:

All that portion of the East one-half of Section 16, Township 3 South, Range 10 East, Mount Diablo Base and Meridian, according to the United States Government Township Plats, being also all of Lots 12 and 24 and fractional portions of Lots 10, 11, 13, 14 and 23 of Albers Colony Tract, according to the Official Map thereof filed for record September 29, 1914 in Book 8 of Maps, Page 23, Stanislaus County Records, described as follows:

Beginning at the quarter section corner common to Sections 9 and 16, above Township and Range; thence South 0° 52' East along the quarter section line of said Section 16, 41.625 chains to a point on the North right-of-way line of Modesto Irrigation District Main Canal; thence along said North right-of-way line of said Modesto Irrigation District Main Canal the following four courses and distances:

South 25° 57' East 1.490 chains;

South 47° 09' East 1.800 chains;

South 54° 28' East 12.281 chains;

South 38° 12' East 1.900 chains to a point intersecting the center line of Albers Canal of the Oakdale Irrigation District; thence along the center line of Albers Lateral of the Oakdale Irrigation District the following two courses and distances:

North 42° 28' East 10.75 chains;

North 69° 30' East 4.05 chains;

thence North 17° 33' West 20.732 chains; thence North 6° 44' West 0.516 chains; thence

North 22° 56' East 25.366 chains to a point on the line common to Sections 9 and 16;

thence South 89° 40' West along the line common to Sections 9 and 16, 28.386 chains to the point of beginning.

Except therefrom that portion lying within the right-of-way of Albers Canal of the Oakdale Irrigation District.

APN: 014-030-001 (portion)

END OF DESCRIPTION

BOARD AGENDA REPORT

Date: May 15, 2018
Item Number: 10
APN: 002-025-014

**SUBJECT: APPROVE REQUEST FOR NEW CONNECTION OF A SUBSTANDARD PARCEL
(APN: 002-025-014 – EDWARD L. BROWN AND CARLA J. BROWN)**

RECOMMENDED ACTION: Approve

BACKGROUND AND/OR HISTORY:

The landowners of the parcel noted above have applied for a New Parcel Connection. The parcel is a total of 7.82 acres and, pending approval of their request, the landowners plan to work with their neighbors to gain access to surface water from OID's North Dudley Pipeline by tying into an existing private facility. Given the parcel is less than ten (10) acres in size, it is considered a substandard parcel according to Oakdale Irrigation District (OID) policy. As such, Board approval is required to connect. The proposed new connection has been reviewed by Water Operations Department staff and, as it is not anticipated to negatively impact OID operations, staff recommends approval of the owner's request for new connection of a substandard parcel.

FISCAL IMPACT: A deposit has been collected to cover all District costs.

ATTACHMENTS:

- Parcel Site Map
-

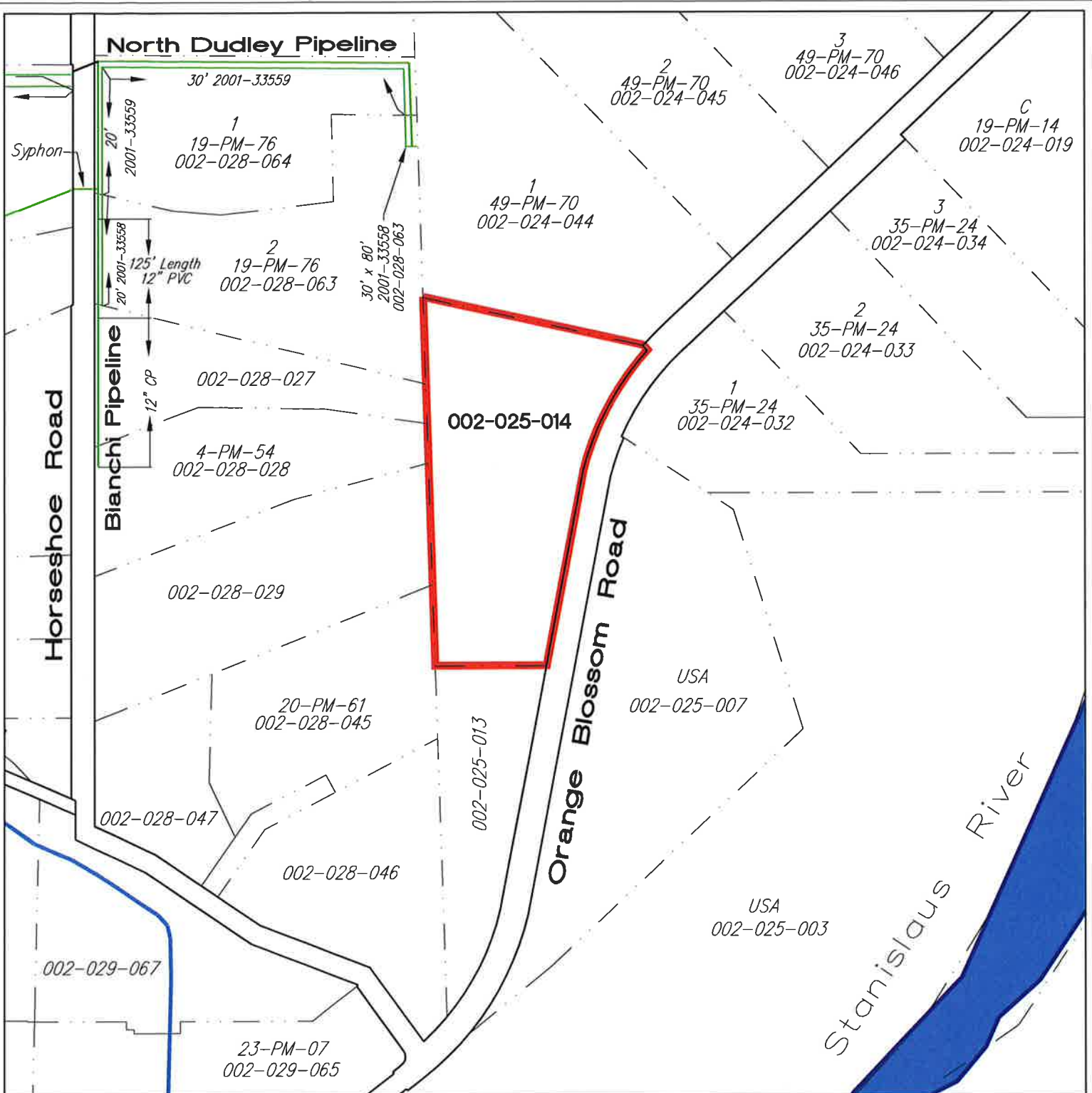
Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

Orvis (Yes/No) Altieri (Yes/No) Doornenbal (Yes/No) Santos (Yes/No) DeBoer (Yes/No)

Action(s) to be taken:



OID
OAKDALE IRRIGATION DISTRICT



OAKDALE IRRIGATION DISTRICT
1205 EAST F STREET
OAKDALE CALIFORNIA 95361

PARCEL SITE MAP
NEW PARCEL CONNECTION
APN: 002-025-014



DATE: MAY 1, 2018
DRAWN BY: JDH
CHECKED BY: ECT

BROWN

NOT TO SCALE
SHEET 1 of 1

BOARD AGENDA REPORT

Date: May 15, 2018
Item Number: 11
APN: 064-016-004

SUBJECT: APPROVE DEVELOPER AGREEMENT FOR THE FAIRWAY 7 ESTATES DEVELOPMENT (APN: 064-016-004 –TESORO HOMES, INC.)

RECOMMENDED ACTION: Approve

BACKGROUND AND/OR HISTORY:

The parcel noted above, owned by Tesoro Homes, Inc., is proposed to be developed into a residential subdivision known as Fairway 7 Estates. The parcels are proposed be connected to the OID Rural Water System (RWS) via an extension of the existing RWS mainline on Plaza De Oro Drive. There are 11 proposed residential service connections and one landscaping service connection. A Will Serve Letter was originally granted in 2014 and has been renewed since that time. Construction plans have been reviewed and approved by OID, and OID staff have been working with the owner to complete the Developer's Procedures. Per the Developer's Agreement, OID staff will collect the necessary bonding and required insurance certificates, inspect construction of the domestic water line extension and service connections, and perform testing prior to completion and acceptance of the new system into the OID RWS. OID Staff recommends approval of this Developer Agreement.

FISCAL IMPACT: A deposit has been collected to cover District inspection and staff time.

ATTACHMENT:

- DRAFT Developer Agreement
-

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

Orvis (Yes/No) Altieri (Yes/No) Doornenbal (Yes/No) Santos (Yes/No) DeBoer (Yes/No)

Action(s) to be taken:

RECORDING REQUESTED BY &
WHEN RECORDED RETURN TO:



OAKDALE IRRIGATION DISTRICT

1205 East "F" Street
Oakdale, CA 95361

APN: 064-016-004

**DEVELOPER AGREEMENT
ON THE PROPOSED RURAL WATER SYSTEM PIPELINE**

THIS AGREEMENT, executed this FIFTEENTH day of MAY, 2018, by and between OAKDALE IRRIGATION DISTRICT, an irrigation district organized and existing under the laws of the State of California, hereinafter referred to as "DISTRICT," and the TESORO HOMES, INC., hereinafter referred to as "OWNER," sets forth agreements as follows:

WITNESSETH

WHEREAS, DISTRICT occupies easements and fee-owned lands for its irrigation and drainage facilities, and

WHEREAS, OWNER's property, identified as APN: 064-016-004 and more particularly described in the attached Exhibit "A" ("Subject Property") is subject to all or a portion of the DISTRICT easement for the Proposed Rural Water System Pipeline, and

WHEREAS, OWNER has title to the Subject Property and wishes to develop the Subject Property and in doing so make improvements and/or relocate the DISTRICT's irrigation facilities as authorized by the DISTRICT, and

WHEREAS, DISTRICT is willing to permit said development and provide OWNER with a revocable license to relocate the DISTRICT facilities, as authorized by the DISTRICT, provided the OWNER agrees to perform as herein below specified.

NOW, THEREFORE, it is agreed as follows:

I. CAVEATS

- 1) No work nor construction shall begin on this development until:
 - a. OWNER is in receipt of plans and drawings for this project approved in writing by DISTRICT.
 - b. DISTRICT is in receipt of the Performance Surety in the amount of \$99,572.55, the Labor and Materials Surety in the amount of \$49,786.28, and the Inspection and Staff Time Deposit in the amount of \$1,000.00.
 - c. DISTRICT is in receipt of the Contractor's Certificate of Insurance, and a copy of the Contractor's License.
 - d. DISTRICT has received Contractor's 48-hour advance notice of construction.

- e. DISTRICT is in receipt of a written Construction Schedule specifying a project completion date.
- f. OWNER has received, reviewed and signed Developers Procedures, which by their reference shall be considered as though written herein.
- g. Owner has complied with all requirements stated herein.

II. IMPROVEMENTS

1) Specifications

Subject to DISTRICT review and approval, OWNER may make improvements to DISTRICT facilities in order to carry out the purposes of this AGREEMENT. DISTRICT shall be exempt from all costs relating to said improvements. Such improvements shall be constructed in strict accordance with DISTRICT "approved" PLANS and DRAWINGS only, and shall include all appurtenances necessary for the efficient delivery of irrigation water at "historical" flow rates. OWNER shall be responsible for the continuous, uninterrupted irrigation service in the above-named OID facilities during the course of construction if WORK has been authorized during the irrigation season. As to such improvements, OWNER shall be responsible for the completion and costs therefore with the actual work performed by OWNER and/or its CONTRACTORS, to OID STANDARD SPECIFICATIONS AND DRAWINGS, to those time constraints which are noted on "approved" PLANS and DRAWINGS prepared under OWNER's direction, which by their reference shall be considered as though written here-in. Additionally, OWNER shall, at OWNER's or successors in interest's cost: (a) perform required surveys and obtain necessary new easements, (b) install, per OID STANDARD SPECIFICATIONS AND DRAWINGS, suitable replacement pipelines and other facilities which will enable DISTRICT to properly irrigate lands situate downstream of Subject Property, all to be completed and ready for DISTRICT use on or before the start of the next Irrigation Season, and (c) fulfill the terms and conditions noted in the "STANDARD SPECIAL PROVISIONS" identified as Exhibit "B". Further, OWNER shall assure that the construction contract with OWNER'S CONTRACTORS contains "surety provisions" and "amounts" as required within the OID STANDARD SPECIFICATIONS AND DRAWINGS.

2) Corrective Actions

OWNER further agrees that the facilities of DISTRICT to which this AGREEMENT applies will be left, following the WORK, in as good or better condition than they were before this AGREEMENT was entered into. In the event the District General Manager, in his sole discretion, determines that the facilities are not left in as good or better condition than before this AGREEMENT was consummated, OWNER agrees to immediately take such corrective action as the District General Manager directs, at the sole expense of OWNER and at no expense to DISTRICT. OWNER agrees, in the event that if he fails to make corrections requested by the District General Manager, that DISTRICT may make such corrections at OWNER's expense, and OWNER agrees to pay the cost of such corrections in full upon demand by DISTRICT. Further, repair and replacement of OWNER improvements following DISTRICT maintenance and/or reconstruction efforts shall be at the expense of OWNER. Additionally, OWNER acknowledges that any existing DISTRICT pipeline which OWNER may plan to improve does not presently leak and hereby agrees to pay all costs of repairs or replacement of said pipeline should it be determined by the District General Manager or his staff that the OWNER'S WORK has caused leakage or damage to said DISTRICT pipeline.

3) Time Limits For Performing WORK

DISTRICT has adopted "Time Limits" limiting the period of its approval. Should OWNER

fail to substantially complete WORK in a timely manner and in accordance with PLANS and DRAWINGS, this "Time Limits" clause shall be applied. In no case shall the "Time Limits" for the completion of construction exceed ninety (90) days. Should the "Time Limits" be exceeded, DISTRICT reserves the right to terminate this AGREEMENT or to impose its current standards and requirements for WORK, ENCROACHMENTS, and DEVELOPMENT. OWNER acknowledges that failure of OWNER to strictly comply with the "Time Limits" could result in substantial damages to DISTRICT due to DISTRICT's obligations to, among other things, provide irrigation water to its members. The failure of DISTRICT to provide irrigation water could subject DISTRICT to liability; including, but not limited to claims for crop failures. With full knowledge of the DISTRICT's obligations, OWNER agrees to indemnify DISTRICT as set forth herein.

III. LICENSE

1) Nature of Right Conferred

DISTRICT intends hereby to assent only to a revocable license to enable OWNER to relocate the DISTRICT's facilities as provided herein. Nothing in this AGREEMENT constitutes a grant or other disposition of any land or interest in land, which is owned or otherwise occupied by DISTRICT. OWNER acknowledges that the lands upon which the facilities of DISTRICT are located may not be owned by DISTRICT, and further acknowledges that the consent contained in this AGREEMENT shall not be considered as a representation by DISTRICT of the authority to grant any interest in land over, across, nor under any property owned or controlled by any person other than DISTRICT, and OWNER shall obtain any further grants or consents from all others owning interests in the underlying easement land. It is further agreed that any right granted to OWNER hereunder shall be inferior and subordinate to the rights of DISTRICT. Except as herein expressly permitted, OWNER shall not place nor permit to be placed on, in, across, or through DISTRICT's easements any building, structure, explosive, well, leach line, guy wire, nor any other obstruction, nor do or permit to be done, anything which may interfere with the full and exclusive enjoyment by DISTRICT of the easements owned by it. OWNER shall not authorize nor permit encroachment by others, nor utilize the area in any manner which may endanger or interfere with proper use and operation of any works or property of DISTRICT without first obtaining the written consent of DISTRICT.

III. GENERAL PROVISIONS

1) Indemnification

To the fullest extent permitted by law, OWNER shall defend with counsel acceptable to DISTRICT, indemnify, and hold DISTRICT, and DISTRICT's directors, employees, agents, volunteers, consultants, contractors, attorneys, successors and assigns (collectively referred to herein as "Indemnified Parties") harmless from and against any and all claims, demands, actions, hearings, suits or any other proceedings, whether civil (including declaratory relief actions), criminal, arbitral, administrative, investigative or any alternative dispute resolution mechanism or any appeals, arising out of or relating to, directly or indirectly, this AGREEMENT, including, but not limited to actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from: (i) the work to be performed under this AGREEMENT; (ii) OWNER's interference with the DISTRICT's ability to deliver irrigation water, (iii) violation of any governmental law or regulation, compliance with which is the responsibility of OWNER. OWNER shall provide such defense and indemnity to Indemnified Parties regardless of the passive or active fault or negligence of Indemnified Parties, and regardless of whether OWNER is claimed or found to be at fault or negligent, except to the extent that such indemnity is void or otherwise unenforceable under

applicable law. OWNER's duty to defend Indemnified Parties is separate and distinct from its duty to indemnify Indemnified Parties.

OWNER agrees to carry insurance for this purpose as set out in the STANDARD SPECIAL PROVISIONS. See Sections 2.1 through 2.3 for insurance specifications and coverage. OWNER'S obligation to indemnify shall not be restricted to insurance proceeds, if any, received by DISTRICT, or its directors, officers, employees, agents and/or volunteers.

2) LEGAL ACTION

In the event either party commences a legal action to enforce any of the terms and conditions of this AGREEMENT, the prevailing party in said action shall be entitled to recover reasonable attorney's fees and costs incurred.

3) CONDITIONS PRECEDENT

OWNER acknowledges that all the foregoing constitute conditions precedent to DISTRICT granting the AGREEMENT herein requested and understands that the AGREEMENT would not have been granted in the absence of said conditions. This AGREEMENT shall be a covenant running with the Subject Property and shall be binding upon both DISTRICT and OWNER, their successors, heirs and assigns. DISTRICT reserves the right to terminate this AGREEMENT upon 60 days notice to OWNER, should OWNER fail to properly or timely perform any task required by this AGREEMENT.

IN WITNESS WHEREOF, DISTRICT and OWNER have caused their names to be affixed.

OAKDALE IRRIGATION DISTRICT

"DISTRICT"

Thomas D. Orvis, President,
Board of Directors

Steve Knell, P.E.
General Manager/ Secretary

"OWNER"

Richard T. DePonte, President
Tesoro Homes, Inc.

EXHIBIT "A"

LEGAL DESCRIPTION FOR SUBJECT PROPERTY

PARCEL A:

THAT PORTION OF LOTS 13 AND 14 OF BAYLEY COLONY TRACT, ACCORDING TO THE OFFICIAL MAP THEREOF, FILED IN THE OFFICE OF THE RECORDER OF STANISLAUS COUNTY, CALIFORNIA, ON NOVEMBER 5, 1897 IN VOLUME 1 OF MAPS, AT PAGE 77, DESCRIBED AS FOLLOWS:

COMMENCING AT THE QUARTET SECTION CORNER COMMON TO SECTION 12, TOWNSHIP 2 SOUTH, RANGE 10 EAST AND SECTION 7, TOWNSHIP 2 SOUTH, RANGE 11 EAST, MOUNT DIABLO BASE AND MERIDIAN, AND RUNNING THENCE NORTH 1° 36' 30" WEST 38.03 FEET TO A CONCRETE MONUMENT ON THE NORTH LINE OF THE STATE HIGHWAY FROM OAKDALE TO SONORA AND THE TRUE POINT OF BEGINNING; THENCE NORTH 85° 57' 30" WEST 77.13 FEET, ALONG SAID RIGHT OF WAY LINE; THENCE SOUTH 87° 13' WEST 260.45 FEET FURTHER ALONG SAID RIGHT OF WAY LINE; THENCE THROUGH A CURVE CONCAVE TO THE SOUTH WITH A RADIUS OF 3560.0 FEET; THE CENTRAL ANGLE OF 12° 33' 46" THE CENTER OF WHICH BEARS SOUTH 0° 26' 56" WEST AN ARC DISTANCE OF 780.57 FEET FURTHER ALONG SAID RIGHT OF WAY LINE; THENCE NORTH 11° 30' WEST 98.18 FEET; THENCE NORTH 89° 54' WEST 28.96 FEET TO THE EAST RIGHT OF WAY LINE OF STEARNS ROAD, 60 FEET WIDE, AS ESTABLISHED BY ROAD DEED RECORDED MAY 25, 1961, IN VOLUME 1686 OF OFFICIAL RECORDS, PAGE 178, AS INSTRUMENT NO. 16692; THENCE NORTH 0° 07' 30" EAST 207.38 FEET ALONG SAID EAST RIGHT OF WAY LINE; THENCE NORTH 88° 48' EAST 745.51 FEET; THENCE NORTH 54° 32' 30" EAST 512.44 FEET; THENCE SOUTH 0° 18' 30" WEST 530.47 FEET ALONG AN EXISTING FENCE TO THE TRUE POINT OF BEGINNING.

PARCEL B:

COMMENCING AT THE QUARTER SECTION CORNER OF SECTION 7, TOWNSHIP 2 SOUTH, RANGE 11 EAST, MOUNT DIABLO BASE AND MERIDIAN, AND SECTION 12, TOWNSHIP 2 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN; THENCE NORTH 1° 31' 52" WEST, A DISTANCE OF 37.91 FEET TO A 6" CONCRETE MONUMENT ON THE NORTHERLY RIGHT OF WAY OF THE STATE HIGHWAY 108/ 120, SAID MONUMENT BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE LEAVING SAID RIGHT OF WAY NORTH 0° 17' 12" EAST, A DISTANCE OF 530.37 FEET TO A 1-3/4" IRON PIPE, TAGGED LS 2423, BEING THE NORTHEAST CORNER OF PARCEL #4 OF THE LOUIS MAYER HOMESITES, INC., AS SHOWN IN BOOK 8 OF SURVEYS, PAGE 79, STANISLAUS COUNTY RECORDS; THENCE ALONG THE PROLONGATION OF THE NORTHERLY BOUNDARY FROM SAID PARCEL, NORTH 54° 30' 42" EAST, A DISTANCE OF 1.19 FEET TO THE WEST BOUNDARY OF DEO GLORIA ESTATES UNIT NO. 1 AS SHOWN IN VOLUME 26 OF MAPS, AT PAGE 89, STANISLAUS COUNTY RECORDS, BEING THE RANGE LINE BETWEEN SECTION 12, TOWNSHIP 2 SOUTH, RANGE 10 EAST AND SECTION 7, TOWNSHIP 2 SOUTH, RANGE 11 EAST, MOUNT DIABLO BASE AND MERIDIAN; THENCE ALONG SAID WEST BOUNDARY SOUTH 0° 15' 42" WEST, A DISTANCE OF 531.15 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY OF THE STATE HIGHWAY 120/108, SAID POINT BEING A NAIL AND TAG IN A CONCRETE FENCE POST FOOTING, TAGGED RCE 7336; THENCE ALONG SAID RIGHT OF WAY NORTH 85° 58' 16" WEST, A DISTANCE OF 1.20 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL C:

ALL THAT REAL PROPERTY BEING A PORTION OF THE 60.00 FOOT WIDE STEARNS ROAD LYING EAST OF THE EAST LINE OF LOTS 10, 11 & 12 OF THE BAYLEY COLONY TRACT AS SHOWN ON THE MAP THEREOF FILED FOR RECORD IN BOOK 1 OF MAPS AT PAGE 77, STANISLAUS COUNTY RECORDS, SAID EAST LINE ALSO BEING THE EAST LINE OF ADJUSTED PARCEL "B" AS DESCRIBED IN THAT CERTIFICATE OF LOT LINE ADJUSTMENT FILED FOR RECORD AS DOC.# 2011-0099134, AND SOUTH OF THE WESTERLY PROLONGATION OF THE NORTH LINE OF PARCEL #4 AS SHOWN ON THAT RECORD OF SURVEY FILED FOR RECORD IN BOOK 8 OF SURVEYS AT PAGE 79, STANISLAUS COUNTY RECORDS, SITUATE IN THE EAST HALF OF SECTION 12, TOWNSHIP 2 SOUTH, RANGE 10 EAST, MOUNT DIABLO BASE AND MERIDIAN, CITY OF OAKDALE, STANISLAUS COUNTY, CALIFORNIA.

APN: 064-016-004

EXHIBIT "B"

STANDARD SPECIAL PROVISIONS

1-1 DEFINITIONS, TERMS, AND ABBREVIATIONS

Whenever the following words or terms occur in all capitals within the DEVELOPER AGREEMENT, the STANDARD SPECIAL PROVISIONS, OLD STANDARD SPECIFICATIONS and DRAWINGS and the SPECIAL DISTRICT BOARD OF DIRECTORS CONDITIONS, their meaning shall be interpreted as follows:

AGREEMENT - The term AGREEMENT means the DEVELOPER AGREEMENT, the STANDARD SPECIAL PROVISIONS, SPECIAL DISTRICT BOARD OF DIRECTORS CONDITIONS, and the details and verbiage on approved PLANS and DRAWINGS.

CONTRACTOR - The individual, partnership, corporation, joint venture, or other combination thereof that has entered into the contract with the OWNER for the performance of WORK. The term "CONTRACTOR" means the CONTRACTOR, Sub-contractor or their authorized representative.

DISTRICT - The Oakdale Irrigation District (OID). The term DISTRICT or DISTRICT'S means the OID or its authorized representative.

OWNER - The term "OWNER" means the OWNER, OWNERS, Project Developer or its authorized representative.

PLANS and DRAWINGS - The PLANS and DRAWINGS and STANDARD SPECIFICATIONS or reproductions thereof, which show the location, character, dimensions, and details of WORK and the WORK UNIT to be done by the OWNER, which are approved in advance by DISTRICT.

STANDARD SPECIFICATIONS - Those DISTRICT specifications adopted for the purpose of constructing irrigation and drainage WORKS and/or domestic water system WORKS.

WORK - The furnishing of all equipment, materials, supplies, and services required by the PLANS and DRAWINGS, STANDARD SPECIFICATIONS, and any and all obligations, duties, and responsibilities assigned to, or undertaken by the CONTRACTOR pursuant to his agreement with the OWNER.

WORK UNIT - The WORK UNIT or WORK UNITS means those improvements and only those improvements for which PLANS and DRAWINGS and STANDARD SPECIFICATIONS are submitted by OWNER to DISTRICT and which is represented by OWNER to DISTRICT as a single unit of improvements to DISTRICT irrigation and drainage WORKS and facilities or a new addition to DISTRICT's domestic water system works or one administered by DISTRICT through an improvement district, which are approved in advance by DISTRICT.

1-2 SUPERVISION

OWNER shall supervise and direct WORK on the UNIT WORK competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform WORK in accordance with the AGREEMENT and the approved PLANS and DRAWINGS and STANDARD SPECIFICATIONS.

OWNER shall be responsible to see that the installed equipment, materials, supplies, and services comply with the PLANS and DRAWINGS and STANDARD SPECIFICATIONS. The review by DISTRICT of OWNER'S PLANS and DRAWINGS and STANDARD SPECIFICATIONS is only to assure general conformity of OWNER'S development concept as it relates to DISTRICT'S irrigation

and drainage needs and shall not be construed as relieving OWNER of the full responsibility for: providing materials, equipment, and WORK required by the development; and for performing WORK in a safe and efficient manner and otherwise complying with the terms and conditions of the AGREEMENT.

1-3 **QUALITY AND SAFETY OF MATERIALS AND EQUIPMENT**

All equipment, materials, and supplies shall be new, unless otherwise specified. All equipment, materials, and supplies shall be produced in a good and workmanlike manner. When the quality of a material, process, or article which shall be substantially equal, or better in every respect to that so indicated or specified; provided, however, that if the material, process, or article offered by the OWNER is not, in the opinion of DISTRICT, equal or better in every respect to that specified within DISTRICT'S STANDARD SPECIFICATIONS, then OWNER must furnish the material, process, or article specified or one that in the opinion of DISTRICT is substantially equal or better in every respect. The finished WORK UNIT including all materials, equipment, and supplies provided by OWNER shall fully conform to all applicable state and federal safety laws, rules, regulations, and orders.

1-4 **OBSERVATION OF WORK BY DISTRICT**

DISTRICT shall at all times have access to the premises where the WORK UNIT is being performed and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials and equipment used and employed in the WORK UNIT. OWNER shall furnish DISTRICT timely notice of locations where WORK on the WORK UNIT will be performed and the periods during which construction on the WORK UNIT will be in progress at these locations so that DISTRICT may, if DISTRICT wishes, be present to observe the construction on the WORK UNIT.

The observation, if any, by DISTRICT, of the WORK UNIT shall not relieve OWNER of any of his obligations to complete the WORK UNIT as prescribed. Defective WORK UNITS shall be made good, and equipment, materials, and supplies furnished and workmanship, which are not in accordance with the approved PLANS and DRAWINGS and STANDARD SPECIFICATIONS, may be rejected notwithstanding the fact that such equipment, materials, supplies and workmanship have been previously observed by DISTRICT. Furthermore, OWNER acknowledges and agrees that it is OWNER'S responsibility to ensure that all WORK to be performed under the Agreement shall fully conform to all applicable state and federal safety laws, rules, regulations, and orders, including, but not limited to safety regulations.

1-5 **GUARANTEES/SURETY**

Besides guarantees required elsewhere, OWNER shall and hereby does guarantee all equipment, materials, and supplies furnished for a period of one year after the "Notice of Completion" for the WORK UNIT is recorded. The guarantee period for complete portions of the WORK UNIT so utilized or placed into service shall be one year commencing on the date DISTRICT records a "Notice of Completion" for said completed portion of the WORK UNIT. OWNER shall repair or remove and replace any and all WORK UNITS, together with any other WORK which may be displaced in so doing, that is found to be defective in workmanship and/or materials within said guarantee period, without expense whatsoever to DISTRICT, ordinary wear, tear and unusual abuse or neglect excepted. In the event of failure to comply with the above-mentioned conditions within one week after notifying OWNER in writing, DISTRICT is hereby authorized to proceed to have the defects remedied and made good at the expense of OWNER who hereby agrees to pay the cost and charges therefore immediately on demand. Such action by DISTRICT will not relieve OWNER of the guarantees required by this article or elsewhere in this AGREEMENT.

SURETY REQUIREMENTS:

For WORK UNITS costing less than \$10,000 - No sureties required.

For WORK UNITS costing more than \$10,000 - Surety required.

OWNER shall not, nor shall it permit any CONTRACTOR to perform construction work on the WORK UNIT until DISTRICT has received an acceptable form of Surety in the sum equal to one hundred percent (100%) of the WORK UNIT as determined by Engineer's estimate for the Performance Surety and fifty percent (50%) of the WORK UNIT for the Labor and Material Surety for any project. The Surety may be in the form of any of the following:

- Bond issued by a corporate surety company authorized to issue such bonds in the State of California.
- Cashier's check payable to DISTRICT.
- Negotiable Certificate payable to DISTRICT (i.e. Certificate of Deposit etc.)
- All negotiable instruments shall be provided to DISTRICT Engineer and held by DISTRICT Finance Director for the term required herein.
- An Irrevocable Standby Letter of Credit issued by a financial institution authorized to issue such bonds in the State of California.

OWNER may meet DISTRICT's surety requirements by providing DISTRICT written proof that DISTRICT is named on another surety held by another government agency. Said surety must provide for DISTRICT collection against said surety without the permission of the other agency.

The Performance Surety shall continue in full force and effect for thirty-five (35) days after DISTRICT has recorded a "Notice of Completion". The condition of the Performance Surety shall be such that if the principal shall keep and perform the covenants and conditions of the contract for the WORK UNIT and shall indemnify and keep harmless DISTRICT and its agents, the obligation thereof shall be null and void and otherwise the same shall remain in full force and effect.

The Labor and Material Surety shall continue in full force and effect for ninety days after DISTRICT has recorded a "Notice of Completion".

The OWNER shall submit to DISTRICT'S Engineer a Warrantee Surety in the amount of ten percent (10%) of the Performance Surety prior to DISTRICT'S Board of Directors accepting the WORK UNIT. The Warrantee Surety shall run for 12 months (from the time DISTRICT records a "Notice of Completion") or for such longer period as provided by law. Any form of Surety shall provide that no change, extension of time, alteration, or addition to the terms of the AGREEMENT, or the WORK to be performed hereunder, or the PLANS and DRAWINGS and STANDARD SPECIFICATIONS shall in any way affect its obligation on the surety, and the Surety waives notice thereof.

If, in the opinion of DISTRICT, defective equipment, materials, or supplies creates a dangerous condition or requires immediate correction or attention to prevent further loss to DISTRICT or to prevent interruption of operations of DISTRICT, DISTRICT will attempt to give the notice required by this article. If OWNER cannot be contacted or does not comply with DISTRICT'S request for correction within a reasonable time as determined by DISTRICT, DISTRICT may, notwithstanding the provisions of this article, proceed to make such correction or provide such attention; and the costs of such correction or attention shall be charged against OWNER. Such action by DISTRICT will not relieve OWNER of the guarantees required by this article or elsewhere in the AGREEMENT or STANDARD SPECIFICATIONS.

This article does not in any way limit the guarantee on any items for which a longer guarantee is specified or any items for which a manufacturer or supplier gives a guarantee for a longer period. OWNER agrees to act as a co-guarantor with such manufacturer or supplier and shall furnish DISTRICT all appropriate guarantees or warranty certificates upon completion of the WORK UNIT. No guarantee period whether provided for in this article or elsewhere shall in any way limit the liability of OWNER or his sureties or insurers under the indemnity or insurance provisions of this AGREEMENT.

1-6 **TIME FOR COMPLETION AND DAMAGES DUE TO DELAY**

OWNER shall complete all or any designated portion of the WORK UNIT called for under this AGREEMENT within the time set forth on the PLANS and DRAWINGS or STANDARD SPECIFICATIONS. Time is of the essence under this AGREEMENT.

Failure of OWNER to perform any covenant or condition contained in this AGREEMENT within the time period specified shall constitute a material breach of this AGREEMENT entitling DISTRICT to immediately terminate the AGREEMENT or seek such remedies as are allowed by Law including, but not limited to such remedies as any form of surety issued for DISTRICT'S benefit. Failure of DISTRICT to insist upon the performance of any covenant or condition within the time period specified in this AGREEMENT shall not constitute a waiver of OWNER'S duty to complete performance within the designated periods unless the waiver is in writing.

DISTRICT'S agreement to waive a specific time provision or to extend the time for performance shall not constitute a waiver of any other time provisions contained in this AGREEMENT. Failure of OWNER to complete performance of the WORK UNIT promptly within the additional time authorized in the waiver or extension of time agreement shall constitute a material breach of this AGREEMENT entitling DISTRICT to terminate the AGREEMENT or seek such remedies as are allowed by law including, but not limited to such remedies as any form of surety issued for DISTRICT benefit.

1-7 **USE OF COMPLETED PORTIONS**

When the WORK UNIT or any portion of it has been delivered and is sufficiently complete to be utilized or placed into service, DISTRICT shall have the right to utilize such portions of the WORK UNIT and to place the operable portions into service and to operate same.

Nothing in this article shall be construed as relieving OWNER of the full responsibility for completing the WORK UNIT in its entirety and for making good defective equipment, materials, and supplies. Such utilization or operation by DISTRICT shall not be deemed a completion and acceptance and shall not relieve OWNER, his sureties, or insurers of the provisions of the section on OWNER'S sureties, or insurers of the provisions of the section on OWNER'S INSURANCE, the article on INDEMNITY, and the article on GUARANTEES.

1-8 **OBSERVING LAWS AND ORDINANCES**

OWNER shall give all notices required by law and comply with all laws, ordinances, rules and regulations pertaining to the conduct of the work. OWNER shall be liable for all violations of the law in connection with work furnished by OWNER. If the OWNER observes that the PLANS and DRAWINGS or STANDARD SPECIFICATIONS are at variance with any law or ordinance, rule or regulation, he shall promptly notify DISTRICT'S ENGINEER in writing and any necessary changes shall be made by written instruction or change order. If the OWNER performs any work knowing it to be contrary to such laws, ordinances, rules and regulations and without giving notice to DISTRICT'S ENGINEER, OWNER shall bear all costs arising therefrom.

1-9 **PERMITS AND LICENSES**

OWNER 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.

1-10 **RESPONSIBILITY FOR LOSS, DAMAGE, OR INJURIES**

OWNER shall be responsible for all claims, demands, or liability from any cause arising out of or resulting from or in connection with the performance of the WORK, excepting only those as may be caused solely and exclusively by the fault or negligence of DISTRICT or its directors, officers, employees, and agents. Such responsibility shall extend to claims, demands, or liability for loss,

damage, or injuries occurring after completion of the WORK UNIT as well as during the progress of the WORK.

1-11 **SAFETY**

OWNER shall execute and maintain his work so as to avoid injury or damage to any person or property. OWNER shall comply with the requirements of the STANDARD SPECIFICATIONS relating to safety measures applicable in particular operations or kinds of work.

In carrying out his work, OWNER shall at all times, exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed, and be in compliance with all federal, state and local statutory and regulatory requirements including State of California, Division of Industrial Safety (Cal/OSHA) regulations. Safety precautions as applicable shall include but not be limited to, adequate life protection, and life saving equipment; adequate illumination for underground and night operations; instructions in accident prevention for all employees such as machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, confined space procedures, trenching and shoring, and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and adequate facilities for the proper inspection and maintenance of all safety measures.

1-12 **PERSONAL LIABILITY**

No director, officer, employee, consultant, or agent of DISTRICT shall be personally responsible for any liability arising under or by virtue of this AGREEMENT.

1-13 **WARRANTY OF TITLE**

No materials, supplies, or equipment for the WORK UNIT under this AGREEMENT shall be subject to any security agreement or other agreement by which an interest therein or any part thereof is retained by any supplier. OWNER warrants clear and good title to all equipment, materials, and supplies furnished and agrees to furnish all equipment, materials, supplies, and services to DISTRICT free from any claims, liens, encumbrances, or charges and further agrees that neither he nor any person, firm, or corporation furnishing any equipment, material, supplies, or labor for the WORK UNIT covered by this AGREEMENT shall have any right to a lien upon anything furnished or the premises where anything furnished is installed.

1-14 **TERMINATION FOR BREACH**

If OWNER refuses or fails to prosecute the WORK UNIT or any separable part thereof with such diligence as will ensure its completion within the time specified herein, or any extension thereof, or fails to complete such WORK within such time, or if he or any of his CONTRACTORS, should violate any of the provisions of this AGREEMENT, DISTRICT may, without prejudice to any other right or remedy, serve written notice upon OWNER, his CONTRACTOR and any Surety of DISTRICT'S intention to terminate this AGREEMENT, said notice to contain the reasons for such intention to terminate this AGREEMENT, and unless within ten (10) days after the service of such notice such violations shall cease and satisfactory arrangements for the corrections thereof be made, this AGREEMENT shall upon the expiration of said ten days cease and terminate.

In the event of any such termination, DISTRICT may take over the WORK UNIT and prosecute the same to completion by contract or by any other method it may deem advisable for the account and at the expense of OWNER, and any Surety shall be liable to DISTRICT for any excess cost or other damage occasioned DISTRICT thereby, and in such event DISTRICT may, without liability for so doing, take possession of any equipment, materials, or supplies furnished or in transit. For any portion of such WORK UNIT that DISTRICT elects to complete by contract or by furnishing its own employees, materials, tools, and equipment, OWNER shall compensate DISTRICT for completing such WORK UNIT.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

1-15 **WAIVER OF RIGHTS**

Except as otherwise specifically provided, no action or failure to act by the DISTRICT shall constitute a waiver of any right or duty afforded under this AGREEMENT and referenced PLANS and DRAWINGS and STANDARD SPECIFICATIONS nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder.

1-16 **RECORD DRAWINGS**

Upon completion of the WORK UNIT, OWNER shall deliver to DISTRICT; record drawings in a form acceptable to DISTRICT'S Authorized Representative. OWNER shall submit copies of all Computer Aided Drafting Design (CADD) files if CADD was used in the design of the project. DISTRICT shall not accept the WORK UNIT until this provision has been fulfilled. The Authorized Representative for DISTRICT shall be either DISTRICT'S General Manager or DISTRICT'S Engineer. When DISTRICT'S Authorized Representative determines that the WORK UNIT has been completed according to the PLANS and DRAWINGS and STANDARD SPECIFICATIONS and when suitable record drawings have been submitted, DISTRICT'S Authorized Representative shall notify both DISTRICT'S Board of Directors and OWNER that the WORK UNIT has been accepted and identify the effective date which the minimum guarantee period of one year shall begin.

1-17 **STORM DRAINAGE**

OWNER shall assume the responsibility of managing and conveying storm drainage and miscellaneous incidental flows that may enter DISTRICT facilities upstream of and in the area of the WORK UNIT. All such work necessary to meet this requirement shall be at the expense of OWNER.

1-18 **PAYMENT OF FEES AND CHARGES**

OWNER shall pay DISTRICT all fees and project related charges prior to the Board of Directors acceptance of the project as it relates to the WORK UNIT.

OWNER'S INSURANCE

2-1 **GENERAL**

OWNER shall not commence or continue to perform any WORK unless he, at his own expense, has in full force and effect all required insurance. OWNER shall not permit any CONTRACTOR to perform WORK on DISTRICT easements or begin construction on the WORK UNIT until DISTRICT is provided proof that the Worker's Compensation Insurance requirements have herein been complied with by each CONTRACTOR of OWNER.

The types of insurance the CONTRACTOR shall obtain and maintain are Worker's Compensation Insurance, Liability Insurance, and "All Risk" Insurance.

Worker's Compensation Insurance and Liability Insurance shall be maintained in effect for the full guarantee period.

Insurers must be authorized to do business and have an agent for service of process in California and have an "A" policyholder's rating and a financial rating of at least Class XI in accordance with the most current Best's Rating.

As evidence of specified insurance coverage, OWNER shall provide to DISTRICT certificates of

insurance and endorsements on the forms satisfactory to DISTRICT, which shall name DISTRICT as an additional insured.

2-2 **WORKER'S COMPENSATION INSURANCE**

Prior to construction, OWNER shall obtain from his CONTRACTORS and provide copies to DISTRICT certificate(s) of insurance certifying that he has obtained for the period of the contract full Worker's Compensation Insurance coverage for all persons whom he employs or may employ in carrying out WORK under the development. This insurance shall be in strict accordance with the requirements of the most current and applicable state Worker's Compensation Insurance laws.

By his signature hereunder, OWNER certifies that he is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he will comply with such provisions before commencing the performance of the work contemplated under this AGREEMENT.

OWNER and all CONTRACTORS shall cover or insure under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the construction site on subject property, regardless of whether such coverage or insurance is mandatory or merely elective under the law, and the OWNER shall defend, protect and save harmless DISTRICT, its directors, officers, employees, agents and volunteers from and against all claims, suits, and actions arising from any failure of OWNER or any CONTRACTOR to maintain such insurance. Before beginning WORK, OWNER shall furnish to DISTRICT satisfactory proof that he has taken out for the period covered by the WORK under this AGREEMENT, full compensation insurance for all persons employed directly by him or through CONTRACTORS in carrying out the work contemplated under this AGREEMENT, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code, State of California, and any Acts amendatory thereof.

OWNER shall provide employer's liability insurance in the amount of, at least, \$1,000,000 per accident for bodily injury and disease.

OWNER shall provide DISTRICT with a certificate of Workers' Compensation and Employer's liability insurance coverage.

OWNER shall, upon demand of DISTRICT, deliver to DISTRICT all such policy or policies of insurance and the receipts for payment of premiums thereon; and should OWNER neglect to obtain and maintain in force any such insurance or deliver such policy or policies and receipts to DISTRICT, then it shall be lawful for DISTRICT to obtain and maintain such insurance, and OWNER hereby appoints DISTRICT his true and lawful attorney-in-fact to do all things necessary for this purpose. All money paid by DISTRICT for insurance premiums under the provisions of this article shall be charged to OWNER.

2-3 **LIABILITY INSURANCE**

Prior to construction on the WORK, OWNER shall provide a certificate(s) of insurance showing that both he and his CONTRACTORS have Liability Insurance coverage in limits not less than the amounts set forth herein below. At the same time, OWNER shall provide the insurance endorsement(s) on forms acceptable to DISTRICT.

Included in such insurance shall be contractual coverage sufficiently broad to insure the matters set forth in the article entitled INDEMNITY. Included in such insurance shall be "Gross Liability" or "Severability of Interest" clauses.

The Liability Insurance coverage shall include each of the following types of insurance:

- A. General Liability
 - (1) Comprehensive Form

- (2) Manufacturers' and CONTRACTORS'
- (3) Products/Liability
- (4) Contractual CONTRACTORS
- (5) Independent CONTRACTORS
- (6) Personal Injury

- B. Automobile Liability
 - (1) Owned
 - (2) Hired
 - (3) Non-Owned

Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

- 1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001).
- 2) Insurance Services Office Form Number CA 0001 (ed. 1/87) covering Automobile Liability, Code 1 (any auto).

The Liability Insurance shall include as additional insured: the DISTRICT, its directors, officers, agents, attorneys, consultants and employees. The insurance afforded to these additional insured shall be primary insurance. If the additional insured have other insurance, which might be applicable to any loss, the amount of the insurance provided under this article on LIABILITY INSURANCE shall not be reduced or prorated by the existence of such other insurance.

As pertains to the Liability Insurance requirements of this provision, both OWNER and CONTRACTOR with DISTRICT as a named additional insured shall maintain the following "minimum" coverage.

The OWNER shall maintain limits no less than the following:

- 1) General Liability - One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2501 or insurer's equivalent endorsement provided to the DISTRICT) or the general aggregate limit shall be twice the required occurrence limit.
- 2) Automobile Liability - One million dollars (\$1,000,000) per accident for bodily injury and property damage combine single limit.

Required Provisions - The general liability and automobile liability policies are to contain, or be endorsed to contain the following provisions:

- 1) DISTRICT, its directors, officers, employees, agents and volunteers are to be covered as insured as respects: liability arising out of activities performed by or on behalf of OWNERS, products and completed operations of OWNER, premises owned, occupied or used by OWNER, or automobiles owned, leased, hired or borrowed by OWNER. The coverage shall contain no special limitations on the scope of protection afforded to DISTRICT, its directors, officers, employees, agents and volunteers.
- 2) For any claims related to this project, OWNER'S insurance shall be the primary insurance with respect to the DISTRICT, its directors, officers, employees, agents and volunteers. Any insurance or self-insurance maintained by DISTRICT, its directors, officers, employees, agents and volunteers shall be excess of OWNER'S insurance and shall not contribute with it.

- 3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to DISTRICT, its directors, officers, employees, agents and volunteers.
- 4) OWNER'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- 5) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, 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.

Such liability insurance shall indemnify OWNER and his CONTRACTORS against loss from liability imposed by law upon, or assumed under contract by, OWNER or his CONTRACTORS for damages on account of such bodily injury (including death), property damage, personal injury and completed operations and products liability. Such insurance shall be provided on a policy form written by underwriters through an agency satisfactory to DISTRICT, which includes a cross-liability clause, and covers bodily injury and property damage liability, owned and non-owned vehicles and equipment, blanket contractual liability and completed operations liability. Such liability insurance shall include explosion, collapse, underground excavation and removal of lateral support. DISTRICT, its directors, officers, employees, agents and volunteers shall be named as additional primary insured on any such policies. An additional insured endorsement (ISO CG 2010 or equivalent) (modified to include provisions 1 - 5 above) and a certificate of insurance (Accord Form 25-S or equivalent) shall be provided to DISTRICT.

Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be declared to and approved by DISTRICT. At the option of DISTRICT, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the DISTRICT, its directors, officers, employees, agents and volunteers; or OWNER shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Acceptability of Insurers - Insurance is to be placed with insurers having a current A.M. Best's rating of no less than A: VII or equivalent.

Builder's Risk Insurance - OWNER shall provide and maintain Builder's Risk Insurance covering all risks of direct physical loss, damage or destruction to the WORK in the amount specified, to insure against such losses until final acceptance of the WORK UNIT by DISTRICT. Such insurance shall include explosion, collapse, underground excavation and removal of lateral support. DISTRICT shall be named as an additional primary insured on any such policy. The making of progress payments to OWNER shall not be construed as creating an insurable interest by or for DISTRICT or be construed as relieving the OWNER or his CONTRACTORS of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the WORK UNIT by DISTRICT. The insurer shall waive all rights of subrogation against DISTRICT. OWNER shall provide DISTRICT with a certificate of insurance for Builder's Risk insurance coverage and evidence of waiver of rights of subrogation against DISTRICT.

Evidences and Cancellation of Insurance - Prior to execution of the contract, OWNER shall file with DISTRICT evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include the ISO CG 2010 (or insurer's equivalent) signed by the insurer's representative and certificate of insurance (Accord Form 25-S or equivalent). All evidence of insurance shall be certified by a properly authorized officer, agent or qualified representative of the insurer and shall certify the names of the insured, any additional primary insurers, where appropriate. The type and amount of the insurance, the location and operations to which the insurance applies, the expiration date, and that the insurer will give by certified mail, written notice to DISTRICT at least thirty (30) days prior to the effective date of any cancellation, lapse of material change in the policy.

END - STANDARD SPECIAL PROVISIONS

OWNER has read **Exhibit "B" STANDARD SPECIAL PROVISIONS** to the AGREEMENT, consisting of Pages 6 to 15 and acknowledges that same constitute part of the AGREEMENT.

Owner

Richard T. DePonte, President
Tesoro Homes, Inc.

DRAFT



AGENDA ITEMS ACTION CALENDAR

BOARD MEETING OF MAY 15, 2018

BOARD AGENDA REPORT

Date: May 15, 2018
Item Number: 12
APN: 010-076-027

SUBJECT: REVIEW AND TAKE POSSIBLE ACTION ON THE REQUEST TO WAIVE THE \$100 DEPOSIT AND \$30 LATE FEES, PLACED ON RURAL WATER ACCOUNT (APN: 010-076-027 - BRACK)

RECOMMENDED ACTION: Deny

BACKGROUND AND/OR HISTORY:

Steven and Melody Brack are OID rural water customers. They have owned the property located at 10913 Goldsborough Circle since July 2012. On April 4, 2018, the District received a written request to remove the \$100 deposit placed on their account due to being late two times within a 12-month period. Deposits are refunded when a customer experiences 12-months without a late-payment. Additionally, \$24 in late fees were applied to their account, as their payment due on January 31, 2018 was not received until February 5, 2018 and their payment due on February 28, 2018 was not received until March 9, 2018. The deposit and late fees were applied in accordance with District Policy. The Brack's have been late 2-times, January 2018 and February 2018.

Concurrently, On April 1, 2018 the District assessed a \$6.00 late fee as the full balance due by March 31, 2018 was not received, and the District had not received a letter indicating a dispute. On April 4, 2018, the District received Mrs. Brack's request, therefore the dispute will cover all charges associated with the account to date.

In accordance with California Water Code section 26000, the Board shall order the Treasurer, to cancel or modify an assessment when it finds that any property has been:

- (a) Assessed in any year more than once.
- (b) Assessed by reason of a clerical error for more than its cash value.
- (c) Computed for assessment on an excessive acreage.
- (d) Assessed while not in district.

FISCAL IMPACT: \$30.00

ATTACHMENTS:

- Mrs. Brack's correspondence dated April 3, 2018

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

Orvis (Yes/No) Altieri (Yes/No) Doornenbal (Yes/No) Santos (Yes/No) DeBoer (Yes/No)

Action(s) to be taken:

Steven & Melody Brack

641 Bret Harte Drive

Copperopolis, CA 95228

209-202-5610

Received

APR 04 2018

Oakdale ID

April 3, 2018

Service Address: 10913 Goldsborough Circle.

004726-000

Subject: Request For Board Meeting

Cathy Cook CFO

Dear Cathy,

I spoke to Kristy regarding my bill. I do not use water at the above address but pay for the hook up. For the past 4 years I have had the O.I.D. payment of \$20.10 paid every month automatically through Bank of Stockton on time without ever having a late payment. Apparently in December my payment erroneously got cancelled by the bank and then my payments resumed on time for Jan, Feb and March with the missed December payment surfacing on February 4th as check # 6066. This one payment has caused a domino effect resulting in \$24.00 of late charges and a request for a \$100.00 deposit. Considering my payment history and I'm sure you can see the automatic payments I would consider it reasonable to pay the \$24.00 in late fees for my banks cancellation of the one payment in error.

I do not consider it reasonable to request a deposit considering 1 error could happen to anyone. I am therefore requesting to meet with the board to discuss this matter.

Best Regards,

Melody Brack





DISCUSSION ITEMS

**BOARD MEETING OF
MAY 15, 2018**

DISCUSSION ITEM

Date:	May 15, 2018
Item Number:	13
APN:	N/A

SUBJECT: DISCUSSION ON BUSINESS ITEMS AS THEY APPEAR ON THE TRI-DAM BOARD AGENDA FOR THURSDAY, MAY 17, 2018

BACKGROUND AND DISCUSSION:

This item is here for general discussion on items that appear on the Tri-Dam Agenda. A copy of the Tri-Dam Agenda will be attached if available at the time of preparation of the Board packets. If it is not available, it can be viewed at the Tri-Dam web site or on the District's web site once received and posted.

As a reminder the Tri-Dam Meeting for May 17, 2018, will be held at the offices of the Oakdale Irrigation District, 1205 East F Street, Oakdale, CA.

ATTACHMENTS:

- Tri-Dam Project and Authority Agendas (if available)

Board Comments:



COMMUNICATIONS

**BOARD MEETING OF
MAY 15, 2018**



CONDOR EARTH
21663 Brian Lane, P.O. Box 3905
Sonora, CA 95370
209.532.0361
Fax 209.532.0773
www.condorearth.com

WEEKLY CONSTRUCTION MANAGER'S REPORT

**Oakdale Irrigation District
Two-Mile Bar Tunnel Project
WEEK 53**

TO: Scott Lewis, Project Manager

COPY: Jason Jones, Eric Thorburn, Emily Sheldon – OID
Kyle White and Kim Tarantino – Condor

FROM: Ron Skaggs, Resident Engineer

DAY/DATE: Friday, May 4, 2018

PROJECT NO.: 3818G4

DISCUSSION

1. No accidents, injuries or near-misses to report.
2. Tunnel advancement from the upstream portal continued with the roadheader excavation machine. Tunnel advancement was approximately 140 feet this week.
3. Tunnel excavation (from the upstream and downstream sites combined) is approximately 54% (~3,206 feet) complete.
4. Schedule Update:
 - DTDS submitted an updated baseline schedule on April 24, which indicates that DTDS will have the tunnel and canal work items completed in early January 2019, approximately 1 week ahead of the substantial completion schedule included in the contract (no change from prior report).
 - Anticipated project substantial completion date remains January 2019 to accommodate wintertime canal tie-in (no change from prior report).
5. Submittals and RFI's:
 - There is currently one outstanding submittal:
 - Submittal 018 Addendum #2, related to the design calculations of a proposed modified tunnel shape in the area of a needed underground haul truck passing bay proposed by DTDS, was originally submitted by DTDS on April 20. DTDS re-submitted with minor revisions, and Condor approved the submittal on April 30.
 - Submittal 026R5, related to the upstream site reclamation plan, was submitted by DTDS on April 30. Condor approved the submittal on May 3.

- Submittal 018 Addendum #3, related to the tunnel support design calculations for the tunnel transformer bays, was submitted by DTDS on May 2. Condor is currently reviewing the submittal.
 - There is currently one outstanding RFI:
 - RFI 023R4, related to the canal access ramp improvements at the upstream portal, was submitted by DTDS on April 24. Condor responded April 27.
 - RFI 026, related to the additional ground support in the upstream tunnel, was submitted by DTDS on April 30. Condor is currently reviewing the RFI.
6. Contract Updates:
- Change Order 24 (amount: \$78,518.99), related to the upstream canal ramp improvements detailed in RFI 023R4, was signed by DTDS on April 30 and by OID on May 1. Substantial Completion date was revised from January 15, 2019 to February 1, 2019, and Final Completion is revised from February 15, 2019 to February 28, 2019.
 - DTDS submitted Draft Invoice No. 13 (April) on May 1. Condor is currently reviewing the quantities on the invoice. No eCPR documentation has yet been submitted for this invoice.

X:\Project\3000_prj\3818G OID 2-Mile Bar\3818G4 TMB Construction\Construction Management\Condor Field Reports and Photos\Weekly Construction Reports\WCMR 20180504 OID TMB.docx





CLOSED SESSION ITEMS

BOARD MEETING OF MAY 15, 2018