



**HUMBOLDT COMMUNITY SERVICES DISTRICT
BOARD OF DIRECTORS
REGULAR SCHEDULED MEETING**

AGENDA

DATE: Tuesday, January 24, 2023

TIME: 5:00 p.m.

LOCATION: *In accordance with Assembly Bill 361 and District Resolution 2023-01, public meetings will be conducted both in person at 5055 Walnut Drive in Eureka, California, and telephonically through Zoom.*

The HCSD Boardroom is open to the public during open session segment(s) of the meeting. If you cannot attend in person and would like to speak on an agenda item including Public Participation, please join through the Zoom website (<https://zoom.us>) entering Meeting ID 848 9369 2275 and Passcode 951088. Access may also be achieved via telephone only by dialing 1-669-900-9128.

A. ROLL CALL

Directors Benzonelli, Gardiner, Hansen, Matteoli, Ryan

B. PLEDGE OF ALLEGIANCE

C. CONSENT CALENDAR

1. Approval of January 24, 2023 Agenda Pgs 1-2
2. Approval of Minutes of the Regular Meeting of January 10, 2023 Pgs 3-7

D. REPORTS

1. General Manager
 - a) District Update Pgs 9-20
2. Engineering Department
 - a) Engineering Status Pg 21
3. Superintendent
 - a) December 2022 Operations/Maintenance Report Pg 23
4. Finance Department
5. Legal Counsel

6. Director Reports

7. Other

E. PUBLIC PARTICIPATION **

**Members of the public will be given the opportunity to comment on items not on the agenda. Please use the information set forth above to participate via Zoom. The Board requests that speakers please state their name and where they are from, be clear, concise and limit their communications to 3 to 5 minutes. At the conclusion of all oral communications, the Board or staff may choose to briefly respond with information in response to comments; however, the Brown Act prohibits discussion of matters not on the published agenda. Matters requiring discussion, or action, will be placed on a future agenda.

F. NON-AGENDA

G. NEW BUSINESS

1. Consideration of Bid Results and Award of Contract for the Rehabilitation of the Brier Lane Water Storage Tank Project

Pgs 25-80

H. OLD BUSINESS

I. CLOSED SESSION

1. CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION
Pursuant to Government Code §54956.9(d)(4): One potential case
2. Pursuant to Government Code §54954.5(e) PUBLIC EMPLOYEE SPECIAL PERFORMANCE EVALUATION – General Manager

J. ADJOURNMENT

Next Res: 2023-02

Next Ord: 2023-01

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact Brenda Franklin at (707) 443-4558, ext. 210. Notification 48 hours prior to the meeting will enable the District to make reasonable arrangements to ensure accessibility to this meeting (28 CFR 35.102 – 35.104 ADA Title II).

Pursuant to §54957.5(a) of the California Government Code, any public record writings relating to an agenda item for an open session of a regular meeting of the Board of Directors, not otherwise exempt from public disclosure, are available for public inspection upon request at the District offices located at 5055 Walnut Drive, Monday through Friday (holidays excepted) during regular business hours.

DRAFT – MINUTES OF THE REGULAR MEETING
OF THE BOARD OF DIRECTORS OF THE
HUMBOLDT COMMUNITY SERVICES DISTRICT

The Board of Directors of the Humboldt Community Services District met in Regular Session at 5:00 p.m. on Tuesday, January 10, 2023, in person and via tele/video conference in accordance with AB 361 and HCSD Resolution 2022-19.

A. CALL TO ORDER AND ROLL CALL

Present upon roll call were Directors Benzonelli, Gardiner, Hansen, Matteoli, and Ryan. Staff in attendance: General Manager Williams (GM), District Superintendent Latham, and Finance Manager Montag (FM).

B. PLEDGE OF ALLEGIANCE

President Benzonelli invited those present to join her in the Pledge of Allegiance.

C. CONSENT CALENDAR

1. Approval of the January 10, 2023 Agenda
2. Approval of Minutes of the Regular Meeting of December 13, 2022
3. Consideration of Resolution No. 2023-01 Making Findings Pursuant to Government Code Section 54953, as Amended by Assembly Bill 361, and Authorizing the Continued Use of Virtual Meetings for Another 30 Days

Public Comment: None

DIRECTOR GARDINER MOVED, DIRECTOR HANSEN SECONDED, TO ACCEPT AND APPROVE THE JANUARY 10, 2023 CONSENT CALENDAR. MOTION CARRIED UPON THE FOLLOWING ROLL CALL VOTE:

AYES: BENZONELLI, GARDINER, HANSEN, MATTEOLI, RYAN
NOES: NONE
ABSENT: NONE

D. REPORTS

1. General Manager
 - Earthquake – Dedicated HCSD and local contractor staff from GRS, Wahlund, Mercer Fraser, Owsley and Spenser Electric worked for nearly 20 hours successfully keeping water and sewer flowing in their respective pipes. Estimated costs for the emergency response is \$100,000 in addition to damaged buildings and infrastructure at another estimated \$400,000. The GM and staff are coordinating with Humboldt County OES to receive possible FEMA and CalOES financial assistance.
 - King Tides – Occurring from December 22-24, 2022 tides exceeded 9-feet above mean sea level affecting District facilities in King Salmon. Staff maintained vigil during the events ensuring the District's wastewater infrastructure was not overwhelmed.
 - Atmospheric River – Roughly 2.45 inches of rain fell along with high winds exceeding 50+ mph during the December 27 event. Once again, staff stood vigil to ensure uninterrupted service to ratepayers.

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- Boil Water – On January 1, 2023, a watermain break drained the Lentell storage tank leaving approximately 91 customers without water. As the conditions lend to the possibility that storm water could enter into the HCSD system through the broken pipe, a Boil Water Order was issued for the affected area. Water samples underwent a comprehensive battery of tests on January 2 and January 3 resulting with the State Water Resources Control Board lifting the Order on January 4.
- Another Earthquake – Later in the morning of January 1, 2023 the area experienced a 5.4M quake with minimal additional damage.
- Another Atmospheric River (and a Bomb Cyclone) – Beginning January 4, the area received several inches of rain with wind gusts in excess of 80 mph leaving behind minor damage to the District and kept staff busy rotating generators until power could be restored. It is anticipated more such events will follow.
- Brier Lane Tank – The bidding process for rehabilitation of the Brier Lane Tank has been extended from January 11 to January 13 due to delivery difficulties caused by the on-going weather events. GM anticipates requesting Board award of the successful qualified bidder at the January 24 regular meeting.
- On-Call Engineering Services – The current solicitation process for Statements of Qualification from engineering firms to assist the District on an on-call basis for the period of March 1, 2023 through March 1, 2024 closes January 27 with an anticipated award by February 15 pending Board approval at the February 14 regular meeting.

After acknowledging the significant efforts extended by staff during the numerous hazardous events, the Board discussed a number of options to address the District's need for alternate power sources at each necessary location, the associated expenses, and the GM outlined the existing CIP and Grant application processes in place to address installation of generators and alternate sources of emergency energy at each critical location.

3. Superintendent

a) November 2022 Operations/Maintenance Report

In addition to testing all portable generators and standard maintenance of District facilities, 12,767 ft. of sewer main line and 866 ft. of sewer laterals were cleaned, installed new sewer pumps, raised sewer cleanouts to grade, installed a new sewer flow meter at Allard, and installed the temporary hydro-pneumatic tank at the Donna Drive site.

b) December 2022 Construction Operations Report

The month consisted of normal water service and main line leak repairs, and vehicle maintenance. There is a possible leak at the Elk River main line crossing that is still under investigation, and completion of the Tower Road Steel Water Main Replacement Project. Construction staff also assisted with monitoring during the king tide event, attended a ClaVal class and provided exceptional response to the December 20 earthquake vent.

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4. Finance Department

FM advised a second camera to capture additional staff and public participation in the boardroom is in place.

a) November 2022 Budget Statement

FM reviewed the report noting the previously identified excessive/uncontrollable rate increases to electrical power and insurance costs and the slight increase for Legal and Membership/Subscription expenses which he expects will stay within the budgeted amounts.

b) December 2022 Check Register

FM advised there were no major or significant expenditures during the month.

6. Director Reports

Director Benzonelli advised the regular meetings of RREDC have been cancelled the past couple months due to holidays. However, she has participated in the Executive Committee meetings.

E. PUBLIC PARTICIPATION - None

F. NON-AGENDA

G. NEW BUSINESS

1. Consideration of Adopting an Update to the District's COVID Prevention Policy

GM reviewed the report summarizing the December 15, 2022 CalOSHA adoption of new COVID prevention regulations. As such, the District is required to update its COVID Prevention Policy to correspond to the minimized restrictions. The draft update requires compliance with CalOSHA and California Department of Public Health requirements.

PUBLIC COMMENT: None

Discussion addressed the hygiene practices that remain in place, and the deletion of mask wearing unless necessary due to active cases among staff or official mandates.

IT WAS THEN MOVED BY DIRECTOR HANSEN, SECONDED BY DIRECTOR MATTEOLI TO ADOPT THE COVID PREVENTION POLICY UPDATE. MOTION CARRIED UPON THE FOLLOWING ROLL CALL VOTE:

AYES: BENZONELLI, GARDINER, HANSEN, MATTEOLI, RYAN
NOES: NONE
ABSENT: NONE

2. Consideration of Adjusting Billing Statements and Meter Reading Procedures

GM summarized the report revealing various expenses associated with modifying utility billing processes necessary to provide ratepayers statements reflecting gallons rather than the industry-standard Hundred Cubic Feet (HCF), and confirmed the label “Cons” can easily be changed to another term at minimal cost.

Discussion ensued regarding the number and types of meters in service as well as the modifications needed for each type to read in gallons, software modifications to allow the billing system to process in gallons and HCF until all meters can be converted to AMR, the desire for all ratepayers to be able to understand the bill, providing detailed instructions on how to read the bills on the District website – possibly a video presentation.

By consensus the Board agreed the “cons” should be changed to “usage” with an explanation that 1 is equal to 748 gallons, and to add a detailed explanation of how to read utility bills on the District website. Director Gardiner instructed staff to report back on software expenses associated with implementing billing in gallons for currently installed AMR meters followed by newly installed meters until all meters in the District can be changed to AMR to allow all billing in gallons only.

PUBLIC COMMENT:

J.A. Savage questioned whether the future rate structure, that she hopes will include incentives for water conservation, is adaptable to the proposed changes. GM assured Ms. Savage that the District’s billing process can accommodate any rate structure.

H. OLD BUSINESS

1. Consideration of Diversity, Equity, Inclusion (DEI) Training Options

GM Reviewed the variety of training options available for Directors and staff ranging from zero expense for online courses available through the ACWA/JPIA to specialized firms providing various types of sessions valued up to \$30,000.

Board discussion concurred the expenses could not be considered at this time in light of looming rate increases. Additional discussion included noting the similarity of topics contained in State mandated anti-harassment training, how changes in the culture of an organization can become a more welcoming atmosphere to public, that most individuals will only get something out of the training if they want to, the importance of public facing staff and Board to be sensitive to DEI issues, suggesting the Board take the on-line classes before recommending staff do so.

DIRECTOR HANSEN MOVED TO REQUIRE ALL DIRECTORS AND STAFF TO PARTICIPATE IN THE VECTOR/TARGET SOLUTION ON-LINE CLASSES.

Discussion continued evaluating Vector/Target Solution vs. ACWA/JPIA classes.

DIRECTOR HANSEN THEN MODIFIED THE MOTION TO REQUIRE VECTOR/TARGET SOLUTION ON-LINE TRAINING FOR ALL STAFF AND BOARD EVERY TWO YEARS.
DIRECTOR RYAN SECONDED THE MOTION.

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PUBLIC COMMENT: None

MOTION CARRIED UPON THE FOLLOWING ROLL CALL VOTE:

AYES: BENZONELLI, HANSEN, RYAN
NOES: GARDINER, MATTEOLI
ABSENT: NONE

K. ADJOURNMENT

There being no further business, IT WAS MOVED BY DIRECTOR MATTEOLI, SECONDED BY DIRECTOR HANSEN, TO ADJOURN. MOTION CARRIED UPON THE FOLLOWING ROLL CALL VOTE:

AYES: BENZONELLI, GARDINER, HANSEN, MATTEOLI, RYAN
NOES: NONE
ABSENT: NONE

THE BOARD ADJOURNED ITS REGULAR MEETING OF JANUARY 10, 2023 AT 6:31 P.M.

Submitted, Board Secretary

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Humboldt Community Services District

Dedicated to providing high quality, cost effective water and sewer service for our customers

MEMORANDUM

TO: Board of Directors
FROM: Terrence Williams, General Manager
DATE: January 20, 2023
SUBJECT: General Manager Report for January 24, 2023 Board Meeting

Earthquake

During our last meeting I reported several infrastructure items that were damaged during the December 20, 2022 earthquake. Those included water and sewer mains within Walnut Drive where the County road is sliding, the dry well at the South Broadway Lift Station was taking on groundwater and the Elk River Watermain Crossing was leaking at a rate of 1,500 gallons per minute.

The repair to the water and sewer mains within Walnut Drive will entail relocation of the mains to the other side of the street to move them as far out of the slide area as possible. District staff is overextended already so we contacted our On-Call engineering services vendor, SHN to assist with the design, bidding and construction management of the water and sewer main relocation project. This will ensure that District forces can continue to make progress on the ongoing District projects while still being able to meet the CalOES deadlines for funding assistance with the repair project.

Damage to the South Broadway Lift Station was minimal, a plug that keeps groundwater from entering the dry well had shaken loose during the earthquake. Once that was discovered, maintenance staff replaced the plug which resolved the issue of groundwater entering the dry well.

During the earthquake response, while we were losing 1,500 gallons per minute in Humboldt Hill, District forces isolated the Elk River Crossing and the water loss stopped. The assumption at the time was that the Elk River Crossing had been damaged during the earthquake. Since that time, District staff was able to perform a short pressure test of the crossing which indicated that the crossing is intact. Because the water has been stagnant within the crossing for a month, the next steps are to flush the crossing, test the water quality and put the crossing back into service. This process has been delayed due to localized flooding in the area of the crossing (Elk River). Once the crossing is back in service, we will be able to determine definitively whether or not the crossing was damaged during the earthquake.

King Tides

In December, we experienced several King Tide events. The December 23, 2022 event peaked at 9.28 feet above mean sea level, six inches higher than predicted. There is another surge of King Tides rolling through now with the highest predicted tide of the winter expected on January 21, 2023. District forces will be staged to ensure that wastewater flows in the King Salmon area are kept in the sewer system during King Tide events this week.

Atmospheric River(s)

The weather systems that have moved through Northern California over the past several weeks have definitely moved the needle regarding the drought. At the time of this writing, the cumulative

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Physical Address: 5055 Walnut Drive, Eureka, CA 95503

General Manager's Report to the Board of Directors for January 24, 2023 Board Meeting

measured precipitation since December 1, 2022 exceeds 18.5 inches (as measured at the airport in McKinleyville). That's nearly half of the calculated annual average precipitation for the area. In mid-December, the National Integrated Drought Information System (NIDIS) reported that our area (Humboldt County) was experiencing "Moderate Drought" through their Drought Monitor tool. At the time of this writing, the Drought Monitor is reporting that we are experiencing "Abnormally Dry" conditions, which is the lowest drought classification (least drought impacted) within the NIDIS Drought Monitor. At the same time this tool is reporting that Humboldt County has received 200 to 300 percent of normal precipitation over the past 30-day period. The Drought Monitor is a long-term tool used to describe regional conditions as they apply to agriculture.

The Drought Monitor also publishes experimental Multi Indicator Drought Index (MIDI). The short-term MIDI indicates that our area is experiencing "Abnormally Wet" conditions and that some parts of California are experiencing "Severely Wet" to "Exceptionally Wet" conditions; "Exceptionally Wet" describe the wettest possible conditions on the MIDI. At this point, the State has the water needed to supply demand for the coming year, current snowpack is 250% of normal. Many reservoir operators across the State have switched from conservation mode to flood control mode which means they are releasing water to ensure capacity for upcoming precipitation. HBMWD's Mathews Dam saw a peak water level of 7.8 feet above the spillway and Ruth Lake is currently operating at 107% of capacity and spilling.

District Tour

During the December 13, 2022 Board Meeting, Director Gardiner requested that Board Members be taken on a tour of District facilities. Several options were discussed at the time with specific consideration for Brown Act restrictions. Director Gardiner expressed the desire that the entire Board participate in a tour of facilities all together and that maybe we should charter a van from one of the Casinos like what was provided for the ACWA event last July. To ensure that the proposed tour is allowable under the Brown Act, I reached out to District Legal Counsel, Ryan Plotz.

Mr. Plotz indicated that in 2011, the California Attorney General (AG) addressed the issue of water and wastewater facilities tours by City Councils and District Boards. The full analysis by the AG is included in this Board packet for reference. The District Board can tour the District's facilities en masse, with some significant restrictions.

- The facility tour must be a publicly noticed meeting where the public is invited to participate.
- All facilities toured by the Board must be ADA accessible.
- The agenda would need to be posted at each facility to be toured, stating the time and location of each facility tour.
- The public must be permitted to follow the tour and inaccessible locations must be avoided.
- No more than two Board members would be allowed to drive together from location to location.

Due to the Brown Act restrictions, and the fact that the only District facility that is ADA accessible is the District office, I propose that we tour the District's facilities in groups of two and that we discuss the tours at a public meeting after everybody has been given the tour.

Billing

During the January 10th meeting, the Board of Directors discussed the District's invoices. Several options were discussed resulting in direction from the Board to revise the invoices to be easier to read. Those modifications are in progress.

General Manager's Report to the Board of Directors for January 24, 2023 Board Meeting

The Board also asked staff to look into the possibility of splitting up the billing, using one unit of measure for accounts with manually read meters (Hundred Cubic Feet) and a different unit of measure (Cubic Feet or Gallons) for the accounts with automated meters. Creating two separate billing systems is not feasible. This would nearly double the workload for office staff and would incur all of the one-time costs associated with changing the unit of measure described in the agenda report for the January 10, 2023 agenda time (\$100,000). Additionally, as automated meters are deployed, staff would be required to transfer the accounts from the current billing system to the new billing system. All of this would create significantly more opportunities for errors and severely impact the workload to the front office staff.

Humboldt No. 1 Fire Protection District

Humboldt No. 1 Fire Protection District is the fire department that serves the residents of HCSD. Recently, two of their Board Members resigned leaving vacancies. They have requested that we circulate the flyer requesting interested parties to contact them before January 27, 2023 if they are interested in serving on the Board of Directors. Please find the Humboldt No. 1 Fire Protection District flyer included in this Board Packet.

TO BE PUBLISHED IN THE OFFICIAL REPORTS

OFFICE OF THE ATTORNEY GENERAL
State of California

KAMALA D. HARRIS
Attorney General

OPINION	:	No. 10-702
	:	
of	:	August 26, 2011
	:	
KAMALA D. HARRIS	:	
Attorney General	:	
	:	
MARC J. NOLAN	:	
Deputy Attorney General	:	
	:	

THE HONORABLE CAROL LIU, MEMBER OF THE STATE SENATE, has requested an opinion on the following questions:

1. Under the provisions of the Ralph M. Brown Act, which generally require local governmental bodies to conduct open and public meetings, may a majority of the members of a city council meet outside the city’s boundaries to attend a non-public tour of the facilities of a water district that provides services to the city for the purpose of acquiring information regarding those services?

2. If not, may a majority of the members of a city council attend the extraterritorial facilities tour if it were instead held as a noticed, public meeting of the council?

CONCLUSIONS

1. Under the provisions of the Ralph M. Brown Act, a majority of the members of a city council may not meet, either outside or inside the city's boundaries, to attend a private tour of the facilities of a water district that provides services to the city for the purpose of acquiring information regarding those services.

2. A majority of the members of a city council may attend a tour of the extraterritorial water-district facilities if the tour is held as a noticed and public meeting of the council for the purpose of inspecting the facilities and the topics raised and discussed at the meeting are limited to items directly related to the facilities being inspected.

ANALYSIS

We are told that various officers and employees of a California city have been invited on a trip to tour water facilities located outside the city's boundaries and owned by the metropolitan water district of which the city and numerous other local agencies are constituent members. While these constituent member agencies are all located in Southern California, the facilities to be toured are located in Northern California, near the Sacramento Delta. The tour would not be open to the public at large, but only to invited guests. Given these circumstances, local officials are concerned whether a majority of the members of the city council would be able to jointly tour the district facilities without violating the terms of the Ralph M. Brown Act,¹ which generally provide that the legislative bodies of local governmental agencies must hold their meetings in open and public sessions. In the event they may not, we have also been asked in the alternative whether such a tour could be held in compliance with the Brown Act if the council provided public notice of its intent to meet outside the city's boundaries and the tour were held open to the public.

For the reasons that follow, we conclude that a majority of city council members may not attend a private tour of the water district's facilities for the purpose of acquiring information relevant to the services that the water district provides or may provide to the city, because the members' attendance at the tour would constitute an unlawful closed meeting within the meaning of the Brown Act. We also conclude that a majority of the city council could lawfully attend a tour of the extraterritorial facilities if the tour were properly noticed and held open to the public, provided further that the tour were conducted for the purpose of touring the facilities and that the topics raised and discussed

¹ Govt. Code §§ 54950-54963 (hereafter Brown Act or Act).

at the meeting/tour were limited to those items directly related to the facilities being inspected.

The Brown Act is a public access law. It was adopted “to ensure the public’s right to attend the meetings of public agencies,”² as well as “to facilitate public participation in all phases of local government decisionmaking and to curb misuse of the democratic process by secret legislation.”³ The Legislature has made its intentions in this regard explicit:

[T]he Legislature finds and declares that the public commissions, boards and councils and the other public agencies in this State exist to aid in the conduct of the people’s business. It is the intent of the law that their actions be taken openly and that their deliberations be conducted openly.

The people of this State do not yield their sovereignty to the agencies which serve them. The people, in delegating authority, do not give their public servants the right to decide what is good for the people to know and what is not good for them to know. The people insist on remaining informed so that they may retain control over the instruments they have created.⁴

Thus, the Brown Act carries out the command set forth in the California Constitution that “[t]he people have the right of access to information concerning the conduct of the people’s business, and therefore, the meetings of public bodies and the writings of public officials and agencies shall be open to public scrutiny.”⁵ Because it is a remedial statute, the Brown Act “should be construed liberally in favor of openness so as to accomplish its purpose and suppress the mischief at which it is directed.”⁶ This is consistent with both the general rule that civil statutes designed to protect the public are to be “broadly

² *Freedom Newsp. Inc. v. Orange Co. Employees Ret. Sys.*, 6 Cal. 4th 821, 825 (1993).

³ *Cohan v. City of Thousand Oaks*, 30 Cal. App. 4th 547, 555 (1994).

⁴ Govt. Code § 54950.

⁵ Cal. Const. art. I § 3(b)(1); *see* Cal. Const. art. I § 26 (“The provisions of this Constitution are mandatory and prohibitory, unless by express words they are declared to be otherwise.”).

⁶ *Intl. Longshoremen’s and Warehousemen’s Union v. Los Angeles Export Terminal, Inc.*, 69 Cal. App. 4th 287, 294 (1999); *see San Diego Union v. City Council*, 146 Cal. App. 3d 947, 955 (1983).

construed in favor of that protective purpose”⁷ and our constitution’s directive that a public-access statute, such as the Brown Act, “shall be broadly construed if it furthers the people’s right of access, and narrowly construed if it limits the right of access.”⁸

1. Is the proposed facilities tour a “meeting” for Brown Act purposes?

Under the Brown Act, meetings of a local legislative body⁹ must be noticed and—unless a statutory exception applies that would authorize a closed session¹⁰—held open to the public.¹¹ A “meeting” is defined as:

any congregation of a majority of the members of a legislative body at the same time and location, including teleconference location . . . , to hear, discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the legislative body.¹²

The issue here is whether a tour of a water district’s facilities would constitute a “meeting” of the city council for purposes of the Brown Act. If so, then failure to hold the event open to the public would violate the Act’s open meeting requirement.¹³

It is well settled that the Brown Act’s definition of “meeting” encompasses informal deliberative and fact-finding sessions, in addition to those in which formal

⁷ *People ex rel. Lungren v. Super. Ct.*, 14 Cal. 4th 294, 313 (1996).

⁸ Cal. Const. art. I, § 3(b)(2).

⁹ A city council is a “local legislative body.” See Govt. Code §§ 54951 (“local agency” includes general and charter cities), 54952(a) (“legislative body” includes “governing body of a local agency”); *Joiner v. City of Sebastopol*, 125 Cal. App. 3d 799, 801-802 (1981).

¹⁰ The Act contains exceptions that authorize local bodies to adjourn otherwise open and public meetings into closed session in order to consider specific subjects, such as pending or anticipated litigation (Govt. Code § 54956.9), public employee evaluation and discipline (Govt. Code § 54957), and negotiation of price and terms of payment for real estate transactions (Govt. Code § 54956.8). See *Hamilton v. Town of Los Gatos*, 213 Cal. App. 3d 1050, 1055 (1989). The closed-meeting provisions are not at issue here.

¹¹ Govt. Code §§ 54953(a), 54954(a).

¹² Govt. Code § 54952.2(a).

¹³ Govt. Code § 54953(a).

action is taken.¹⁴ The Act’s intent is that “deliberation as well as action occur openly and publicly. Recognition of deliberation and action as dual components of the collective decision-making process brings awareness that the meeting concept cannot be split off and confined to one component only, but rather comprehends both and either.”¹⁵ Thus, a “meeting” is not limited to those legislative sessions in which a legislative body decides upon a particular course of action, but also includes sessions conducted for the “collective acquisition and exchange of facts preliminary to the ultimate decision.”¹⁶ For example, a session between a school board and a consortium of three real estate brokers in which the board garnered information about the brokers’ qualifications to perform future services constituted a “meeting” for Brown Act purposes, even though the board did not commit to retain any of the brokers.¹⁷

Nor is the lack of a conventional meeting format determinative. “As operative criteria, formality and informality are alien to the law’s design, exposing it to the very evasions it was designed to prevent. Construed in the light of the Brown Act’s objectives, the term ‘meeting’ extends to informal sessions or conferences . . . designed for the discussion of public business.”¹⁸ Thus, where a quorum of a school board viewed a “censorship film” that pertained to a pending curriculum controversy, and did not conduct any follow-up discussion about the film or the controversy, the viewing of the film “was itself an act of collective acquisition of information” relating to the controversy” and therefore constituted a meeting subject to the provisions of the Act.¹⁹

In this case, the question is whether a majority of members of a city council may attend a private tour of water facilities owned and operated by the water district that provides water services to the city. We presume—and we have received no indications to the contrary—that the tour would include the acquisition of information relevant to the water services that the district provides, or may provide, to the city. In our view, the gathering of such information amounts to public business within the council’s

¹⁴ *Roberts v. City of Palmdale*, 5 Cal. 4th 363, 375-376 (1993).

¹⁵ *Sacramento Newsp. Guild v. Sacramento Co. Bd. of Supervisors*, 263 Cal. App. 2d 41, 47 (1968).

¹⁶ *Id.* at 47-48; *see 216 Sutter Bay Assocs. v. Co. of Sutter*, 58 Cal. App. 4th 860, 876, 877 (1997).

¹⁷ *Rowen v. Santa Clara Unified Sch. Dist.*, 121 Cal. App. 3d 231, 233-234 (1981).

¹⁸ *Sacramento Newsp. Guild*, 263 Cal. App. 2d at 50-51; *see also* 42 Ops.Cal.Atty.Gen. 61, 67 (1963) (“informal,” “study,” “discussion,” “informational,” or “precouncil” gatherings of quorum are meetings within Brown Act).

¹⁹ *Frazer v. Dixon Unified Sch. Dist.*, 18 Cal. App. 4th 781, 796 (1993).

jurisdiction. Accordingly, as it has been described to us, the tour would be a “meeting” if a majority of the council were to participate, and thus it would be a violation of the Brown Act to conduct it privately.²⁰ And finally, because this part of our analysis does not have a geographical aspect (as opposed to our analysis of the second question, *infra*), our conclusion would be the same whether the tour were conducted outside or inside the city’s boundaries.

Therefore we conclude that a majority of the members of a city council may not lawfully meet, either outside or inside the city’s boundaries, to attend a private tour of the facilities of a water district that provides services to the city for the purpose of acquiring information regarding those services.²¹

2. May a facilities tour be conducted as an open and noticed meeting?

We next consider whether a majority of city council members could lawfully attend an informational tour outside of the city’s boundaries if the tour were held open to the public, and the city council provided public notice of its intent to meet in this manner. As discussed below, we believe an extraterritorial tour could lawfully proceed as an open and noticed meeting of the city council, as long as applicable statutory requirements are satisfied.

Generally speaking, “regular and special meetings of the legislative body shall be held within the boundaries of the territory over which the local agency exercises jurisdiction”²² There are, however, exceptions to this general requirement.²³ Of those, the only one with potential application to this situation²⁴ is the one that permits a

²⁰ The district attorney or any other interested person may seek injunctive, mandamus, or declarative relief in the superior court for the purpose of stopping or preventing actual or threatened Brown Act violations. Govt. Code § 54960(a).

²¹ While the Brown Act lists five types of gatherings that “a majority of the members of a legislative body” may attend without convening a “meeting” for purposes of the Brown Act (*see* Govt. Code § 54952.2(c)(2)-(6)), none of them apply to the current situation. Four of the exceptions—subdivisions (c)(2), (c)(3), (c)(4), and (c)(6)—require that the event in question be held open to the public nevertheless. A fifth—subdivision (c)(5)—is reserved for “purely social or ceremonial occasion[s].”

²² Govt. Code § 54954(b).

²³ Govt. Code § 54954(b)(1)-(7).

²⁴ An exception exists for “meetings or discussions of multiagency significance that are outside the boundaries of a local agency’s jurisdiction,” provided that such a

local legislative body to meet outside its jurisdiction in order to:

[i]nspect real or personal property which cannot be conveniently brought within the boundaries of the territory over which the local agency exercises jurisdiction provided that the topic of the meeting is limited to items directly related to the real or personal property.²⁵

We believe that this statute, which permits a local agency to hold certain meetings outside its territorial boundaries, may be fairly characterized as one that “limits the [people’s] right of access”²⁶ to information concerning public business. This is so, we think, because an extraterritorial meeting—even if conducted for a valid reason and even if noticed and held open to the public—can generally be expected to be more difficult for citizens to attend than a regular meeting of the local agency. Both because of its access-limiting potential, and because it is an exception to a general statutory command, we are required to construe the statute narrowly.²⁷

Still, we must give meaning to the words actually used in the exception, and “give them their usual, ordinary meaning, which in turn may be obtained by referring to a dictionary.”²⁸ “Inspect” is ordinarily defined as a verb meaning to “‘view closely and critically’ (as in order to ascertain quality or state, detect errors, or otherwise appraise)”

meeting physically takes place “within the jurisdiction of one of the participating local agencies and be noticed by all participating agencies.” *See* Govt. Code § 54954(b)(3). But this exception applies to multi-agency meetings, whereas here we have only been asked whether the city council may notice the extraterritorial facilities tour as one of its own meetings. Also, because the water district—rather than the city—owns the facilities to be toured, we find inapplicable the extraterritorial exception that permits a local legislative body to meet outside its jurisdiction “if the meeting takes place in a facility *owned* by the agency, [and other conditions are met].” *See* Govt. Code § 54954(b)(6) (emphasis added).

²⁵ Govt. Code § 54954(b)(2).

²⁶ Cal. Const. art. I § 3(b)(2).

²⁷ *Id.*; *see Shapiro v. San Diego City Council*, 96 Cal. App. 4th 904, 917 (2002); *San Diego Union v. City Council*, 146 Cal. App. 3d 947, 954-955 (1983); *see also Rudd v. Cal. Cas. Gen. Ins. Co.*, 219 Cal. App. 3d 948, 952 (1990) (statutory language “must be construed in the context of the statutory framework as a whole, keeping in mind the policies and purposes of the statute, and where possible the language should be read so as to conform to the spirit of the enactment”).

²⁸ *Smith v. Selma Community Hosp.*, 188 Cal. App. 4th 1, 30 (2010).

or to “‘view and examine formally or officially’ (as troops or arms).”²⁹ We believe it is reasonable to assume that a tour of public facilities by a group of interested public officials amounts to an inspection of the facilities, as that term is commonly understood. And, undoubtedly, the water facilities “cannot be conveniently brought”³⁰ from their Northern California location either to the city or to any of the other Southern California local agency members of the water district.

In addition, the exception requires “that the topic of the meeting is limited to items directly related to the real or personal property” being inspected. In other words, the council members would not be permitted to discuss, deliberate, or take action on items not directly related to the facilities being inspected. This requirement effectively precludes a local legislative body (or anyone else construing the statute) from taking an expansive view of what an authorized “inspection” might encompass. Ultimately, for a city council to bring its meeting within the exception for an extraterritorial inspection of property, a facilities tour would need to be conducted as a noticed and public meeting pertaining only to the facilities being inspected.

Therefore, we conclude that a majority of the members of a city council may attend a tour of the extraterritorial water-district facilities if the tour is held as a noticed and public meeting of the council for the purpose of inspecting the facilities and the topics raised and discussed at the meeting are limited to items directly related to the facilities being inspected.

²⁹ See *Webster’s New International Unabridged Dictionary* 1170 (3d ed., Merriam-Webster 2002).

³⁰ See Govt. Code § 54954(b)(2).



Humboldt No. 1 Fire Protection District

533 C Street, Eureka, CA 95501
Office: (707) 441-4000 Fax: (707) 441-4133

FIRE CHIEF Sean Robertson	<p style="text-align: center;">BOARD OF DIRECTORS:</p> <p style="text-align: center;">Jo Wattle, CHAIR - Robert Murias, VICE-CHAIR - VACANT, SECRETARY Jeana Herbst, DIRECTOR - Vacant, DIRECTOR</p>
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VACANCY ANNOUNCEMENT
Humboldt No. 1 Fire Protection District
BOARD OF DIRECTORS
 December 19, 2022

Humboldt No. 1 Fire Protection District Board Chair Jo Wattle has announced that two vacancies exist on the Board of Directors. The Board intends to appoint two individuals to fill the vacancies. Registered voters of the District are eligible to apply.

The individual selected by the Board will fill the position until the election in December 2024. The individual may choose to run in that election as an incumbent, and if successful, will then hold office for another four years.

Chair Wattle is asking interested citizens to submit a letter of interest for the position by mail, no later than **5:00 p.m. on January 27, 2023**. Letters should be addressed to:

Humboldt #1 Fire District Board of Directors c/o
Chair Jo Wattle
533 C Street
Eureka, CA 95501

Directors attend an average of one regular meeting per quarter, represent the citizens of the District at-large, and receive a stipend of \$75.00 per meeting. Additional Special Meetings may be required. Board Committee meetings are also held periodically, without compensation.

Contact 707-441-4000 with any questions you may have.

Serving the greater Eureka California area since 1929

Humboldt Community Services District

Dedicated to providing high quality, cost effective water and sewer service for our customers

Engineering Memorandum

TO: Board of Directors
FROM: Benjamin Adams, Assistant Engineer
DATE: January 20, 2022
SUBJECT: Engineering Dept. Status Report for January 24, 2023 Board Meeting

Underground Service Alert Notification Changes

On December 16th 2023, the Underground Service Alert of Northern California and Nevada (USA North) transitioned to a new ticket generation, entry, and response system. Ultimately this new system has helped to reduce Engineering staff research time per ticket, and increased the ability to delegate USA ticket responses among Engineering and District staff.

The online based system provides excavators and contractors a better opportunity to identify their intended affected area. The work area depiction on the new tickets uses aerial photography to depict the project area versus text, and lat/long coordinates. The aerial depiction reduces the amount of research required by Engineering staff within the District's Water and Sewer Atlases, Details, and Sewer Card catalogs for most tickets.

The new ticket format is now more explicitly clear when a project site needs the buried utilities to be "re-marked" versus when the existing markings are adequate. In the latter case, the ticket is simply being renewed and extended for another 28 days.

The system provides for multiple users within a workgroup to respond to USA tickets, while removing the possibility of "double responding" to a ticket. This feature allows for easier delegation of USA ticket responses amongst District staff.

Upcoming Paving Projects

Engineering staff are preparing plans for roadway resurfacing following the completed water main replacement projects on Christian Lane, and Tower Drive and a water main break on Park Street.

In addition to conveying the extents and requirements of these paving projects to prospective contractors, these plans are used to obtain Humboldt County Encroachment Permits. These two particular water main replacement projects took place within non-county-maintained roads, however work at the interface between public right of way and the private road requires the permits.

A Humboldt County encroachment permit was recently obtained for the pavement replacement work on Park Street as a result of a water main break.

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Humboldt Community Services District

Dedicated to providing high quality, cost effective water and sewer service to our customers

BOARD MEMORANDUM

To: H.C.S.D. Board of Directors
From: Tim Latham, District Superintendent
Date: January 19, 2023
Subject: December 2022 Operations/Maintenance Report

The Operations/Maintenance Department was busy in December with a variety of projects. In addition to the standard operation and maintenance of District facilities, crews continued to do station maintenance and assisted with customer service. All of the stationary and portable generators were tested in order to ensure proper operation in the time of need.

Sewer related business included cleaning 1,885 feet of sewer main line and 45 feet of sewer lateral line in various areas throughout the District, cleaning sewer wet wells at the Edgewood, Hoover, Sequoia, Wellington, Beechwood, Liberty Bell, Foxwood, Sea Avenue, Artino, Bailey, Spruce Street, and "F" Street sewer lift stations, and the annual sewer flow meter calibrations.

Other business included attending the Cla-val training, responding to multiple power outages, responding to the December 20, 2022 earthquake, responding to multiple king tides in the King Salmon area, and continued preparations for multiple upcoming Capital Improvement Projects.

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Humboldt Community Services District

Dedicated to providing high quality, cost effective water and sewer service for our customers

AGENDA REPORT

For HCSD Board of Directors Regular Meeting of: January 24, 2023

AGENDA ITEM: G.1 (New Business)

TITLE: Consideration of Bid Results and Award of Contract for the Brier Lane Water Storage Tank Rehabilitation Project

PRESENTED BY: Terrence Williams, General Manager

Recommendation:

Award the bid to the qualified low bidder by motion and roll call vote.

Summary:

The Brier Lane Tank Rehabilitation Project is included in the 2022-23 Capital Improvement Plan (CIP). Due to its age and condition, the Brier Lane Tank is scheduled for rehabilitation this summer. District staff, in coordination with our consultant that specializes in municipal water tanks, Harper and Associates Engineering Inc., solicited bids to rehabilitate the Brier Lane Tank. The public bid opening was held on Friday, January 13, 2023. Of the five contractors that attended the mandatory pre-bid meeting, three submitted bids for the project. The bidding results, including additive items, are tabulated below:

Farr Construction DBA Resource Development Company	\$624,480.00
Spiess Construction Incorporated	\$746,480.00
Unified Field Services Corporation	\$848,958.00

The construction budget for this project is \$660,000.00. Farr Construction DBA Resource Development Company was qualified by the District's consultant and by District staff. Additionally, several agencies that have used Farr Construction services in the past have provided positive reference for them. Please pass a motion to award the rehabilitation project to Farr Construction DBA Resource Development Company.

Fiscal Impact:

\$624,480.00 from the drinking water fund

REHABILITATION OF BRIER LANE TANK

Contractor shall furnish all labor, materials, equipment, applicable taxes, and incidentals necessary for the accomplishment of the following specific work items.

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
1	Mobilization/Demobilization: Mobilization/Demobilization shall not exceed 5.0% of the Contractor's bid total.	LUMP SUM	1	\$55,700.00	\$55,700.00
2	Interior Coating: Furnish all labor, materials, and equipment to prepare surfaces to SSPC-SP10 and coat interior with epoxy coating systems.	LUMP SUM	1	\$243,200.00	\$243,200.00
3	Interior Caulking: Furnish all labor, materials, and equipment to caulk all designated voids on the interior surfaces.	LUMP SUM	1	\$11,500.00	\$11,500.00
4	Interior Disinfection: Furnish all labor, materials, and equipment to prepare surfaces and disinfect interior.	LUMP SUM	1	\$6,000.00	\$6,000.00
5	Exterior Paint: Furnish all labor, materials, and equipment to prepare surfaces to SSPC-SP10 and paint the exterior surfaces with an epoxy/urethane system.	LUMP SUM	1	\$138,500.00	\$138,500.00
6	Safety Gate: Furnish and install a safety gate at the top of the exterior ladder.	LUMP SUM	1	\$1,400.00	\$1,400.00
7	Center Vent Screening: Remove and dispose of the existing screening and furnish and install new aluminum screening on the center vent.	LUMP SUM	1	\$1,250.00	\$1,250.00
8	Guardrailing: Furnish and install guardrailing sections at the roof hatch, including brackets for safety rail dismount section.	LUMP SUM	1	\$1,710.00	\$1,710.00
9	Roof Hatch: Remove the existing roof hatch and install a new 36" x 36" hatch with hinged aluminum cover and edge trim.	LUMP SUM	1	\$3,500.00	\$3,500.00
10	Auxiliary Vent: Furnish and install a 24" safety/exhaust fan roof vent and aluminum screening.	LUMP SUM	1	\$6,300.00	\$6,300.00
11	Interior Saf-T-Climb and Ladder Rung: Remove, store, and reinstall existing Saf-T-Climb, including furnish and install new dismount section, harness, and locking sleeve and remove the top ladder rung.	LUMP SUM	1	\$3,800.00	\$3,800.00
12	Exterior Ladder and Vandal Guard: Remove and dispose of the existing ladder and vandal guard and furnish and install new ladder and vandal guard, including widening opening, bracing the Saf-T-Climb rail, and relocating conduit.	LUMP SUM	1	\$9,850.00	\$9,850.00
13	Exterior Saf-T-Climb: Remove, store, and reinstall existing Saf-T-Climb, including furnish and install new dismount section and new rail sections.	LUMP SUM	1	\$3,980.00	\$3,980.00

14	Fall Restraint System: Furnish and install fall restraint system, attachments, and necessary mounting hardware on the roof.	LUMP SUM	1	\$3,450.00	\$3,450.00
15	Existing Perimeter Vents: Remove and dispose of the existing perimeter vents and plate over openings.	LUMP SUM	1	\$13,900.00	\$13,900.00
16	Overflow: Remove existing overflow and funnel and furnish and install a new overflow with funnel, air break, and check valve, including plating over the bottom penetration.	LUMP SUM	1	\$19,600.00	\$19,600.00
17	Catch Basin: Furnish and install a 3' x 3' catch basin with 6" walls and traffic rated grate, including tie into drainpipe.	LUMP SUM	1	\$6,200.00	\$6,200.00
18	Liquid Level Indicator: Remove and dispose of existing liquid level indicator assembly and gauge board. Furnish and install new liquid level indicator assembly with half travel gauge board.	LUMP SUM	1	\$6,700.00	\$6,700.00
19	Cathodic Protection: Remove and dispose of the existing impressed current system. Furnish and install a new galvanic cathodic protection system, including plating unused handholes.	LUMP SUM	1	\$28,300.00	\$28,300.00
20	Lateral Braces: Remove and dispose of existing lateral straps. Furnish and install lateral braces at the midspan of rafters, in accordance with the plans.	LUMP SUM	1	\$18,100.00	\$18,100.00
SUBTOTAL BASE BID ITEMS NO. 1-20					\$582,940.00

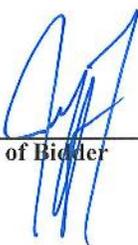
**BRIER LANE TANK
ADDITIVE BID ITEMS**

Contractor shall furnish all labor, materials, equipment, applicable taxes, and incidentals necessary for the accomplishment of the following additive work items (if required):

ITEM NO.	ITEM DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
21	Interior Dehumidification: Furnish all labor, materials, and equipment to use dehumidification system for interior work, including curing of coatings. Sound barriers shall be provided as required.	COST PER WEEK	6	\$1,000.00	\$6,000.00
22	Exterior Dehumidification: Furnish all labor, materials, and equipment to use dehumidification system for exterior work, including curing of paint. Sound barriers shall be provided as required.	COST PER WEEK	3	\$1,000.00	\$3,000.00

23	Containment: Furnish all labor, materials, and equipment to contain the exterior of the tank as determined necessary by the District.	LUMP SUM	1	\$2,000.00	\$2,000.00
24	Center Vent: Remove existing center vent and furnish and install new 36" center vent, reinforcing plate, roof plates, and aluminum screening.	LUMP SUM	1	\$14,500.00	\$14,500.00
25	Pitted Areas: Furnish all labor, materials, and equipment to fill or weld plates over excessively pitted or corroded areas on the roof, rafters, or bottom plates, as determined necessary by the Engineer.	CREW HOUR	16	\$365.00	\$5,840.00
26	Grinding: Furnish all labor, materials, and equipment to grind smooth sharp edges of the structural members that comprise of sharp edges from sandblasting, as determined necessary by the Engineer.	CREW HOUR	8	\$325.00	\$2,600.00
27	Inspection Blast: Furnish all labor, materials, and equipment to abrasively blast clean severely corroded surfaces, as determined necessary by the Engineer for inspection.	CREW HOUR	8	\$950.00	\$7,600.00
SUBTOTAL ADDITIVE BID ITEMS NO. 21-27					\$41,540.00
TOTAL OF BASE & ADDITIVE BID ITEMS NO. 1-27					\$624,480.00

SUBTOTAL BASE BID ITEMS 1-20	\$582,940.00
SUBTOTAL ADDITIVE BID ITEMS 21-27	\$41,540.00
TOTAL BID (Including Base + Additive)	\$624,480.00


Signature of Bidder

Farr Construction Corporation dba. Resource Development Company
Company

*** BIDDER MUST SIGN THIS PAGE ***

Note: See "Section 01 22 00: Measurement and Payment" for a detailed description of each bid item.

It is further understood and agreed that:

- (a) In case of a discrepancy between unit prices and totals, the unit price shall prevail. The bid evaluation will consider the total Base Bid plus all Additive Alternates.
- (b) The District reserves the right to eliminate any section of this proposal from the Contract without claim of the Contractor for profits lost.
- (c) No verbal agreement or conversation with any officer, agent or employee of the District, either before or after the execution of the Agreement, shall affect or modify any of the terms or obligations of this proposal.
- (d) The District will not be responsible for any errors or omissions on the part of the undersigned in making up his/her bid, nor will the Bidder be released on account of errors.
- (e) The undersigned Bidder is properly licensed in accordance with the State of California Act providing for the registration of Contractors.
- (f) If the proposal shall be accepted and the undersigned shall fail to contract as aforesaid and to give the Bid Bond in the sums to be determined as aforesaid, with surety satisfactory to the District Board, within EIGHT (8) CALENDAR DAYS (not including Sundays) after the Bidder has received notice from the District Board that the Contract is ready for signature, the District Board may, at its option, determine that the Bidder has abandoned the Contract, and thereafter this proposal and the acceptance thereof shall be null and void, and the forfeiture provisions relating to such security accompanying this proposal shall operate, and the said security shall be the property of the District.
- (g) The undersigned Bidder certifies that he/she has confirmed that the proposed form of Contract and the Plans and Specifications are complete. THE UNDERSIGNED ACKNOWLEDGES THAT THESE REPRESENTATIONS ARE MADE UNDER PENALTY OF PERJURY.

1/9/2023
Date


Authorized Signature

775-356-8004
Telephone Number

Bidder Address:
1050 Linda Way
Sparks, NV 89431

Farr Construction Corporation dba. Resource Development Company
Bidder Name

General Contractor
Type of Organization

epalacios@resourcedevelopmentco.com
Email Address

1050646 EXP DATE: 2/28/2023
State Contractor's License No. and Expiration Date

Bid Schedule

GENERAL CONDITIONS

1. Laws, Regulations and Permits

The Contractor shall give all notices required by law and comply with all laws, ordinances, rules, and regulations pertaining to the conduct of the work. The Contractor shall be liable for all violations of the law in connection with work furnished by the Contractor. If the Contractor observes that the Drawings or Specifications are at variance with any law or ordinance, rule, or regulation, he/she shall promptly notify District in writing and any necessary changes shall be made by written instruction or change order. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules or regulations and without giving notice to District, the Contractor shall bear all costs arising therefrom.

2. Safety

In the performance of this Contract the Contractor shall comply with all applicable federal, state, and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal-OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply. The Contractor shall provide all safeguards, safety devices, and protective equipment and take any other needed actions necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the Contract. Safety precautions 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.

Contractor must obtain all applicable Division of Occupational Safety and Health (CAL-OSHA) permit(s) and others required by California Labor Code and California Government Code, prior to the initiation of any practices, work, method, operation, or process related to the work covered in the Contract. Permits required by governmental authorities will be obtained at Contractor's expense.

It is a condition of this Contract, and shall be made a condition of each subcontract into which the Contractor enters pursuant to this Contract, that the Contractor and any subcontractor shall not permit any employee, in performance of the Contract, to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous to his/her health or safety, as determined under Cal-OSHA safety and health standards.

The Contractor shall be responsible for the safeguarding of all utilities. At least two working days before beginning work, the Contractor shall call Underground Service Alert (USA) in order to determine the location of sub-structures. The Contractor shall immediately notify District and the utility owner if he/she disturbs, disconnects, or damages any utility.

In accordance with Section 6705 of the California Labor Code, the Contractor shall submit to District specific plans to show details of provisions for worker protection from caving ground during excavations of trenches of five (5) feet or more in depth. The excavation/trench safety plan shall be submitted to and accepted by 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 complies with the Cal-OSHA Construction Safety Orders, or 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 the 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 the Contractor of the requirement to maintain safety in all areas. If excavations or trench work requiring a Cal-OSHA permit are to be undertaken, the Contractor shall submit his/her permit with the excavation/trench work safety plan to District before work begins.

3. Subletting Or Assigning The Contract

- A.** The Contractor shall perform with Contractor's own organization Contract work amounting to not less than 50 percent of the original total Contract price, except that any items designated by the District as "Specialty Items" may be performed by subcontract and the amount of any such "Specialty Items" so performed may be deducted from the original total Contract price before computing the amount of work required to be performed by the Contractor with his/her own organization.
 - 1.** "Contractor's own organization" shall be construed to include only workers employed and paid directly by the prime Contractor and equipment owned or rented by Contractor, with or without operators.
 - 2.** "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, craftsmanship, or equipment not ordinarily available in contracting organizations qualified to bid on the Contract as a whole and in general are to be limited to minor components of the overall Contract.
- B.** In addition to the 50 percent requirement set forth in paragraph A above, the Contractor shall furnish 1) a competent superintendent or foreman who is employed by Contractor, who has full authority to direct performance of the work

in accordance with the Contract requirements, and who is in charge of all construction operations (regardless of who performs the work); and 2) such other of Contractor's own organizational capability and responsibility (supervision, management, and engineering services) as the District contracting officer determines is necessary to ensure the performance of the Contract.

- C. The Contract amount upon which the 50 percent requirement set forth in paragraph A includes the cost of materials and manufactured products that are to be purchased or produced by the Contractor under the Contract provisions.
- D. Any items that have been selected as "Specialty Items" for the Contract are listed as such in the Special Provisions, bid schedule, or elsewhere in the Contract Documents.
- E. No portion of the Contract shall be sublet, assigned or otherwise disposed of except with the written consent of the District contracting officer, or District's authorized representative, and such consent when given shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the Contract. Request for permission to sublet, assign, or otherwise dispose of any portion of the Contract shall be in writing and accompanied by 1) a showing that the organization that will perform the work is particularly experienced and equipped for such work, and 2) an assurance by the Contractor that the labor standards provisions set forth in this Contract shall apply to labor performed on all work encompassed by the request.

4. Prevailing Wage

A bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor and all subcontractor's current registration to perform public work pursuant to Section 1725.5 of the California Labor Code that states that a contractor (and all subcontractors) shall be registered with the California Department of Industrial Relations to be qualified to bid on this proposal subject to the requirements of Section 4104 of the Public Contract Code.

Compliance with General Prevailing Wage Determination made by the Director of Industrial Relations pursuant to California Labor Code for Commercial Building, Highway, Heavy Construction, and Dredging projects in Humboldt County, will be required. A copy of the Determination of the Prevailing Wage shall be posted at the project site. The Contractor shall provide Certified Payroll Records in accordance with Section 1720 through 1860 of the California Labor Code with each request for payment, or as requested by the District. The District may assess a fine in accordance with Section 1776 (g) of the Labor Code if the Contractor fails to provide such records within the time specified in the Code.

5. Insurance Provisions

- A. **Indemnification:** To the extent permitted by law, Contractor shall defend, indemnify and hold harmless Humboldt CSD, its directors, officers, employees, and

authorized volunteers from and against all claims, damages, losses and expenses, including reasonable attorneys' fees and costs to defend arising out of the performance of the work described herein, and caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the Humboldt CSD, its directors, officers, employees, and authorized volunteers.

- B. Minimum Scope and Limits of Insurance:** Contractor shall procure and maintain for the duration of the contract, and for five (5) years thereafter, insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.
- C. Insurance Coverage:** Coverage shall be at least as broad as the following:
- 1. General Liability - Commercial General Liability (CGL) -** Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least five million dollars (\$5,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to Humboldt CSD) or the general aggregate limit shall be twice the required occurrence limit.
 - 2. Automobile Liability -** Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.
 - 3. Workers' Compensation Insurance -** The Contractor shall provide workers' compensation coverage as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Waiver of Subrogation (also known as Transfer of Rights of Recovery Against Others to Us): The Contractor hereby agrees to waive rights of subrogation to obtain endorsement necessary to affect this waiver of subrogation in favor of the Humboldt CSD, its directors, officers, employees, and authorized volunteers, for losses paid under the terms of this coverage which arise from work performed by the Named Insured for the Humboldt CSD; this provision applies regardless of whether or not the Humboldt CSD has received a waiver of subrogation from the insurer.
 - 4. Builder's Risk – (Course of Construction) insurance** utilizing an "All Risk" (Special Perils) coverage form with limits equal to the completed value of

the project and no coinsurance penalty provision. See Responsibility of Work.

5. **Contractor's Pollution Liability** – The Contractor shall provide Contractor's Pollution Liability with limits no less than \$5,000,000 per occurrence or claim, and \$10,000,000 policy aggregate.

If the Contractor maintains broader coverage and or/higher limits than the minimums shown above, the Humboldt CSD requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum of insurance and coverage shall be available to the Humboldt CSD.

- D. **Other Required Provisions:** The Commercial General Liability policy and Contractors Pollution (if necessary) are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status** - Humboldt CSD, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 10 01 and CG 20 37 10 01, with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance.
2. **Primary Coverage** - For any claims related to this project, the Contractor's insurance coverage shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the Humboldt CSD, its directors, officers, employees, and authorized volunteers. Any insurance or self-insurance maintained by the Humboldt CSD, its directors, officers, employees, and authorized volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

- E. **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Humboldt CSD.
- F. **Acceptability of Insurers:** Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or equivalent or as otherwise approved by Humboldt CSD.
- G. The Contractor agrees and he/she will comply with such provisions before commencing work. All of the insurance shall be provided on policy forms and through companies satisfactory to Humboldt CSD. The Humboldt CSD reserves the right to obtain complete, certified copies of all required insurance policies, including the policy declarations page with endorsement number. Failure to continually satisfy the Insurance requirements is a material breach of contract.

- H. Responsibility for Work:** Until the completion and final acceptance by Humboldt CSD of all the work under and implied by this agreement, the work shall be under the Contractor's responsible care and charge. The Contractor shall rebuild, repair, restore and make good all injuries, damages, re-erections, and repairs occasioned or rendered necessary by causes of any nature whatsoever.
- I.** The Contractor shall provide and maintain builder's risk (course of construction) or an installation floater (for materials and equipment) covering all risks of direct physical loss, damage or destruction to the work in the amount specified in the General Conditions, to insure against such losses until final acceptance of the work by Humboldt CSD. Such insurance shall insure at least against the perils of fire and extended coverage, theft, vandalism and malicious mischief, and collapse. The Policy shall be endorsed with Humboldt CSD, its directors, officers, employees, and authorized volunteers named as loss payee, as their interest may appear. The making of progress payments to the Contractor shall not be construed as creating an insurable interest by or for Humboldt CSD or be construed as relieving the Contractor or his/her subcontractors of responsibility for loss from any direct physical loss, damage or destruction occurring prior to final acceptance of the work by Humboldt CSD.
- J. Deductibles and Self-Insured Retentions:** Insurance deductibles or self-insured retentions must be declared by the Contractor, and approved by the Humboldt CSD. At the election of Humboldt CSD, the Contractor shall either cause the insurer to reduce or eliminate such self-insured retentions as respects the Humboldt CSD, its directors, officers, employees, and authorized volunteers or the Contractor shall provide a financial guarantee satisfactory to the Humboldt CSD guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the Humboldt CSD.
- K. Verification of Coverage:** Evidences of Insurance Contractor shall furnish the Humboldt CSD with copies of certificates and amendatory endorsements effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the Humboldt CSD before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Humboldt CSD reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages, required by these specifications, at any time. Failure to continually satisfy the Insurance requirements is a material breach of contract.
- L. Continuation of Coverage:** The Contractor shall, upon demand of Humboldt CSD deliver evidence of coverage showing continuation of coverage for at least (5) years after completion of the project. Contractor further waives all rights of

subrogation under this agreement When any of the required coverages expire during the term of this agreement, the Contractor shall deliver the renewal certificate(s) including the general liability additional insured endorsement and evidence of waiver of rights of subrogation against Humboldt CSD (if builder's risk insurance is applicable) to Humboldt CSD at least ten (10) days prior to the expiration date.

- M. Sub-Contractors:** In the event that the Contractor employs other Contractors (sub-contractors) as part of the work covered by this agreement, it shall be the Contractor's responsibility to require and confirm that each sub-contractor meets the minimum insurance requirements specified above (via as broad as ISO CG 20 38 04 13). The Contractor shall, upon demand of Humboldt CSD, deliver to Humboldt CSD copies such policy or policies of insurance and the receipts for payment of premiums thereon.

**** END OF SECTION ****

PROPOSAL TO THE BOARD OF DIRECTORS
OF THE HUMBOLDT COMMUNITY SERVICES DISTRICT FOR

**Rehabilitation of the
Brier Lane Water Storage Tank**

To the District Board of Directors:

The undersigned, as Bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that Bidder has carefully examined the location(s) of the proposed work and the proposed form of the Contract and the Plans and Specifications; and Bidder agrees if this proposal is accepted, that Bidder will Contract with the District, in the form of the Contract annexed hereto, to provide all necessary machinery, tools, apparatus, and other means of construction, and to do all the work and furnish all the materials specified in the Contract in the manner and time prescribed and according to the requirements of the District; that Bidder will provide the bonds as required herein at the time Bidder executes the Contract; that Bidder will provide proof of insurance as provided herein; that Bidder will not begin the work until receiving a notice from the District to proceed; and that after receiving a notice to proceed, Contractor shall diligently prosecute the same to completion of the Brier Lane Tank before September 29, 2023. As provided for in the General Provisions the liquidated damage shall be in the sum of (\$500.00) per day for each and every day's delay in finishing the work beyond the time described herein, and that Bidder will take in full payment therefore the following unit or lump sum prices, as the case may be, to wit:

Bidder Signature:  _____

Company: Farr Construction Corporation dba. Resource Development Company

Date: 1/6/2023



**Conforms with The American Institute of Architects,
A.I.A. Document A310 (2010 Edition)**

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Farr Construction Corporation dba
Resource Development Company
1050 Linda Way
Sparks, NV 89431

SURETY:
*(Name, legal status and principal place
of business)*

Old Republic Surety Company
445 South Moorland Road, Suite 200
Brookfield, WI 53005

OWNER:
(Name, legal status and address)

Humboldt Community Services District
5055 Walnut Dr.
Eureka, CA 95503

BOND AMOUNT:*** Ten Percent of Total Amount Bid *** (10% Of Total Bid)

PROJECT:
(Name, location or address, and Project number, if any)

Brier Lane Tank Rehabilitation Project
Eureka, California

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

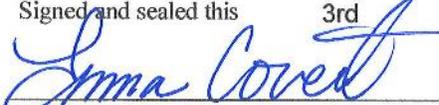
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

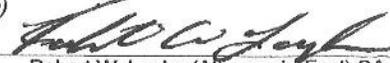
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 3rd day of January, 2023


(Witness)


(Contractor as Principal) President *(Seal)*


(Witness) - Annalynn Kikawa

(Surety) Old Republic Surety Company *(Seal)*

(Title) Robert W. Lagler (Attorney-in-Fact) CA Lic#:0A29235

ACKNOWLEDGMENT BY SURETY

STATE OF Washington
County of Clark } ss.

On this 3rd day of January, 2023, before me personally
appeared Robert W. Lagler, known to, me to be the Attorney-in-Fact of

Old Republic Surety Company, the corporation
that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and
year in this certificate first above written.


Notary Public in the State of Washington
County of Clark





POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Robert W. Lagler of Vancouver, WA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal is required) by any secretary or assistant secretary; or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 16th day of September, 2022.

[Signature of Karen J. Haffner]

Assistant Secretary



OLD REPUBLIC SURETY COMPANY

[Signature of Alan Pavlic]

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 16th day of September, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



[Signature of Kathryn R. Pearson]

Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



78 0101

Signed and sealed at the City of Brookfield, WI this 3rd day of January, 2023.

[Signature of Karen J. Haffner]

Assistant Secretary

ORSC 22262 (3-06)

NOTARY ACKNOWLEDGMENT

NON-COLLUSION AFFIDAVIT TO BE EXECUTED BY EACH AWARDEE OF A PRINCIPAL CONTRACT

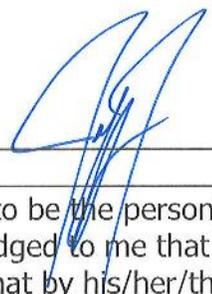
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 Humboldt }

On 1/6/2023 before me, Jeff Farr
personally appeared 1/9/2023

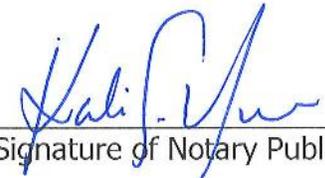


who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

Contractor Information	Registration History	
Legal Entity Name FARR CONSTRUCTION CORPORATION	Effective Date 03/14/19	Expiration Date 06/30/19
Legal Entity Type Corporation	07/31/19	06/30/20
Status Active	07/01/20	06/30/21
Registration Number 1000064750	07/01/21	06/30/24
Registration effective date 07/01/21		
Registration expiration date 06/30/24		
Mailing Address 1050 LINDA WAY SPARKS 89431 NV United States of A...		
Physical Address 1050 LINDA WAY SPARKS 89431 NV United States of A...		
Email Address blineberry@resourcedevelopmentco.com		
Trade Name/DBA RESOURCE DEVELOPMENT COMPANY		
License Number (s) Other:1050646 CSLB:1050646 CSLB:1050646		

Legal Entity Information	
Corporation Entity Number:	C4219400
Federal Employment Identification Number:	203783793
President Name:	JEFF FARR
Vice President Name:	
Treasurer Name:	
Secretary Name:	
CEO Name:	

9/8/22, 12:09 PM

Registrations

Agency for Service:

Agent of Service Name:

JEFF FARR

Agent of Service Mailing Address:

1050 LINDA WAY SPARKS 89431 NV United States of America

Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?: No

Please provide your current worker's compensation insurance information below:

PEO InformationName	Phone	Email
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Insured by Carrier

Policy Holder Name:

FARR CONSTRUCTION CORPORATION

Insurance Carrier:

Berkley Industrial Group

Policy Number:

AMWC269403

Inception date:

10/08/19

Expiration Date:

10/08/21

December 21, 2022

Terrence Williams, General Manager

**ADDENDUM NO. 1
TO THE CONTRACT DOCUMENTS**

**Humboldt Community Services District
5055 Walnut Drive
Eureka, CA 95503
BRIER LANE TANK REHABILITATION PROJECT**

TO ALL PLAN HOLDERS

The following amendment is hereby made a part of the Contract Documents for the subject project, as fully and completely as if the same were set forth therein. This Addendum No. 1 consists of pages AD1-1 to AD1-31.

CONTRACT DOCUMENTS

ADDITION - The meeting minutes for the Pre-Bid Meeting held on December 14, 2022, at 10:00 AM are attached and shall be considered part of this Addendum. (2 pages)

ADDITION – The sign in sheet for the Pre-Bid Meeting held on December 14, 2022, at 10:00 AM is attached and shall be considered part of this Addendum. (1 page)

ADDITION – The interior and exterior photographic surveys from the Harper & Associates Engineering, Inc. dated February 2022 are attached and shall be considered part of this Addendum. (23 pages)

ADDITION – The laboratory report dated March 15, 2022 is attached and shall be considered part of this Addendum. (4 pages)

QUESTIONS SUBMITTED:

Q1.

A1.

Bids submitted without these pages signed, dated, and attached may be rejected. If you have any questions or comments, contact Krista Harper at (951) 372-9196.

Received by:

Farr Construction Corporation dba.

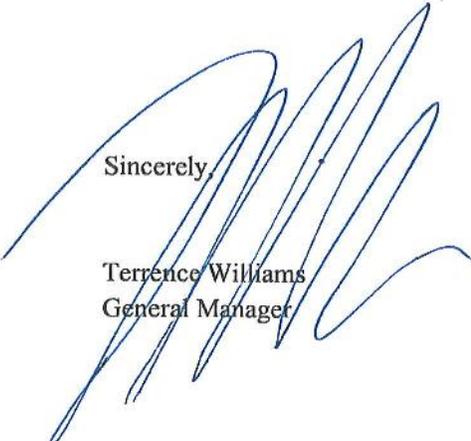
Contractor: Resource Development Company

Date: 12/21/2022

Signature: _____



Sincerely,



Terrence Williams
General Manager

AD1-1

MINUTES

PRE-BID CONFERENCE
BRIER LANE TANK REHABILITATION PROJECT
HUMBOLDT COMMUNITY SERVICES DISTRICT
December 14, 2022 at 10:00 AM

PRESENT: Attendance Record is attached for reference

The following items were discussed or noted during the course of the Pre-Bid Conference (PBC) at the Humboldt Community Services District office and project site:

1. Project Manager for the District will be Mr. Tim Latham and Ms. Krista Harper of Harper & Associates Engineering (HAE) will act as engineering consultant for the Humboldt Community Services District.
2. The **bid date for the project is January 11, 2023 at 2:00 p.m.** Estimated bid award date is January 30, 2023. The start date for the project is May 15, 2023, with a completion date of September 29, 2023. There are one hundred (100) consecutive calendar days allotted to accomplish the work.
3. Questions pertaining to the project must be submitted by 5:00 pm December 21, 2022. RFI's should be submitted to engineer@humboldtcsd.org and Krista Harper by email at Krista@Harpereng.com.
4. The liquidated damages for the project will be \$500 per calendar day.
5. The Schedule of Work Items were reviewed and discussed. **Questions and comments are noted below in these minutes.**
6. The Pre-bid meeting is mandatory for all Contractors. Any bid submitted by a Contractor that did not attend will be rejected.
7. It was noted that all laboratory results are below action levels for lead, chromium, and zinc. A copy of the report will be sent with the meeting minutes.
8. Project is a prevailing wage project. Specifications require the Contractor to maintain certified payroll reports in accordance with DIR Regulations requirements noted in the bid documents. The Contractor shall also have them available upon request by the District.
9. Working hours for project will be an 8-hour shift between 7:00 A.M. to 4:00 P.M., on Monday through Friday basis as specified. Any request for variation from this schedule must be submitted in writing, to the District, and approved in writing by the District. Cost of overtime hours for the inspector will be charged to the Contractor.
10. Full time coating and painting inspection and as needed structural inspection will be performed by Harper & Associates Engineering, Inc.
11. The Contractor may install their lock on both gates accessing the tank site. An additional staging area is available at the District yard (5055 Walnut) if needed. Previous contractors have had a 20' shipping container delivered to secure their materials. District yard can be used for material deliveries.

12. Site security is the contractor's responsibility.
13. The existing interior coating is an epoxy system and the exterior paint system appears to be an epoxy/urethane paint system.
14. Water is available at tank site with minimal water pressure ~10-15 psi through a backflow preventer OR at a pre-authorized fire hydrant within HCSD's system using an HCSD Hydrant meter.
15. No power will be provided. The Contractor will be responsible to furnish all electrical power for the project.
16. Dehumidification is included as an additive bid item. District will only use the dehumidification item if the District determines weather conditions are significantly impacting the work schedule. The Contractor may use dehumidification voluntarily.
17. The local residents will be notified by the District of the rehabilitation of the tank prior to the start of the project.
18. Contractor will furnish a portable toilet during duration of the projects, as noted in specifications.
19. The reservoir was not drained for the Contractor to access the interior for the pre-bid meeting. The photo surveys from the Harper & Associates reports were provided at the site and will be distributed with the meeting minutes.
20. The District will drain the reservoir prior to mobilization of the Contractor.
21. Contractor will maintain a clean work site and not allow trash to accumulate or be blown off the site.
22. Spillage of coatings, paints, diesel fuel, gasoline or solvents which causes damage or contamination to site will be remediated by Contractor, at no expense to the District.
23. After completion of the coating operation the wash down water must meet appropriate acceptable water quality standards for discharge to the ground, OR the contractor can haul wash water to the HCSD sewer system with HCSD approval and staff coordination. The chlorinated water used to disinfect the interior of the reservoir will remain in the bottom of the reservoir when the reservoir is filled.
24. Contractors are to adhere to District, County and State laws regarding collusion. Any discussion of project with any competitive firm after completion of Pre-Bid Conference, via personal meetings, telephone or any other means, constitutes collusion and will result in appropriate legal action by the District. However, prime contractors may talk to potential subcontractors.
25. The District will not be providing an engineer's estimate for this work.
26. Despite any notes or recordings of proceedings of the Pre-Bid Conference by anyone present, these printed minutes prevail.

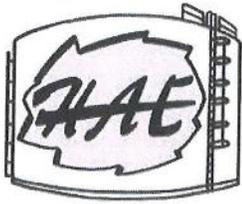
ATTENDANCE RECORD

Humboldt Community Services District
PROJECT: Brier Lane Tank Rehabilitation Project

DATE: December 14, 2022

TIME: 10:00 AM

NAME	ADDRESS	PHONE NO.	EMAIL
Name: Alexis Ayala Company: Harper & Associates Engineering, Inc.	1240 E. Ontario Ave. Ste 102-312 Corona, Ca 92881	(951) 372-9196	Alexis@Harpereng.com
Name: TIM LATHAM Company: HCS D	5655 WALNUT DR. EUREKA, CA. 95503	707 599-2848	TLATHAM@humboldtcsd.org
Name: BEN ADAMS Company: HCS D	5055 WALNUT DR EUREKA, CA 95503	707-597-5886	BAdams@humboldtcsd.org
Name: Chad Christopher Company: Resource Development	5055 Walnut dr Eureka, ca, 95503	775-354-6802	Cchristopher@resource development.co.com
Name: Tony Custaneda Company: Unified Field Services Corp	6906 Downing Ave Bakersfield CA 93302	(562) 485-8199	Tony Custaneda@unified.com
Name: Ren Wallace Company: GR Sundberg	5211 Boyd Rd Avata	707 825-6965	grs@grsinc.biz
Name: Samuel Coleman Company: Solis Construction Co. Inc.	201 Broadway St. #140 Santa Maria, CA 93457	805 937 5859	bids@scc-tunes.com
Name: Ryan Wahlund Company: Wahlund Construction, Inc	690 Indianola Rd. Eureka, CA 95503	(707) 499-4131	bids@wahlcon.com
Name: TERRENCE WILLIAMS Company: HCS D			twilliams@humboldtcsd.org
Name:			
Company:			
Name:			
Company:			
Name:			
Company:			



HARPER & ASSOCIATES ENGINEERING, INC.
CONSULTING ENGINEERS

1240 E. Ontario Ave., Ste. 102-312, Corona, CA 92881-8671
Phone (951) 372-9196 Fax (951) 372-9198
www.harpereng.com

PHOTOGRAPHIC SURVEY

PROJECT: Corrosion Engineering Evaluation of a Welded Steel Water Storage Tank

STRUCTURE: Exterior of the 500,000 Gallon Welded Steel Water Storage Tank
(Brier Lane Tank)

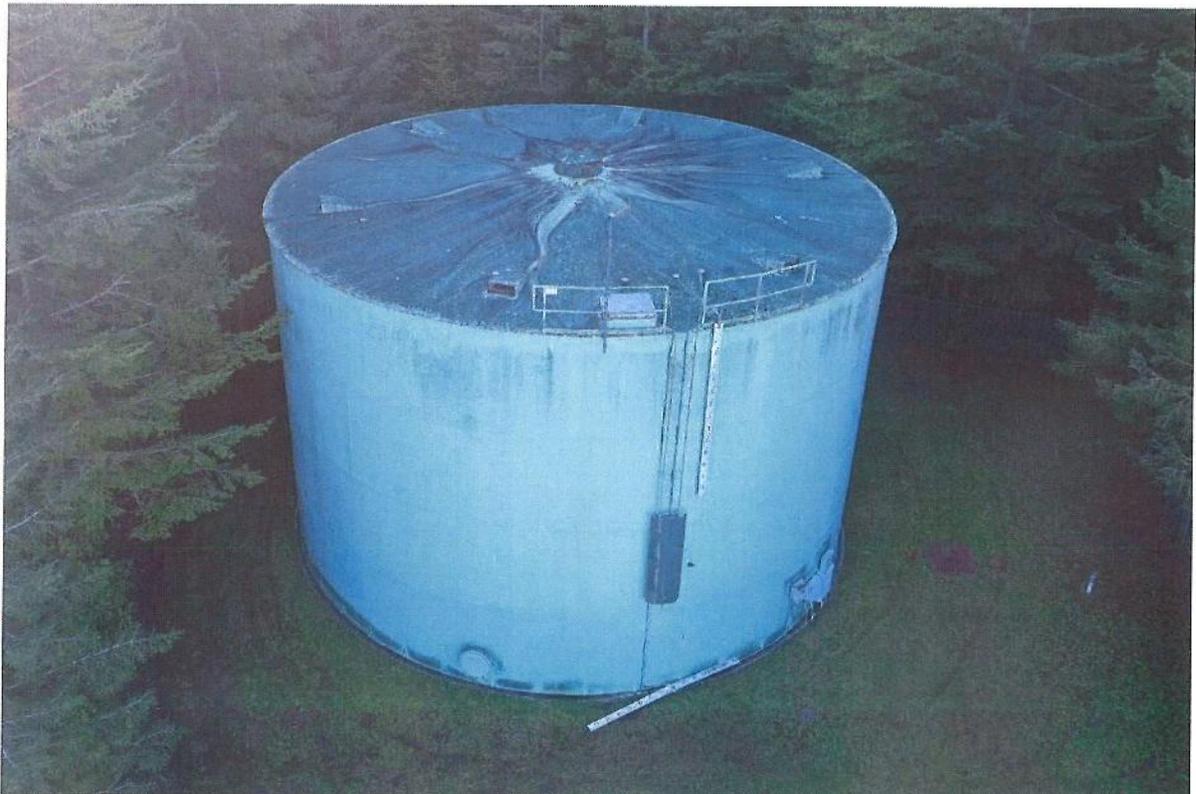
OWNER: Humboldt Community Services District

LOCATION: Cutten, California

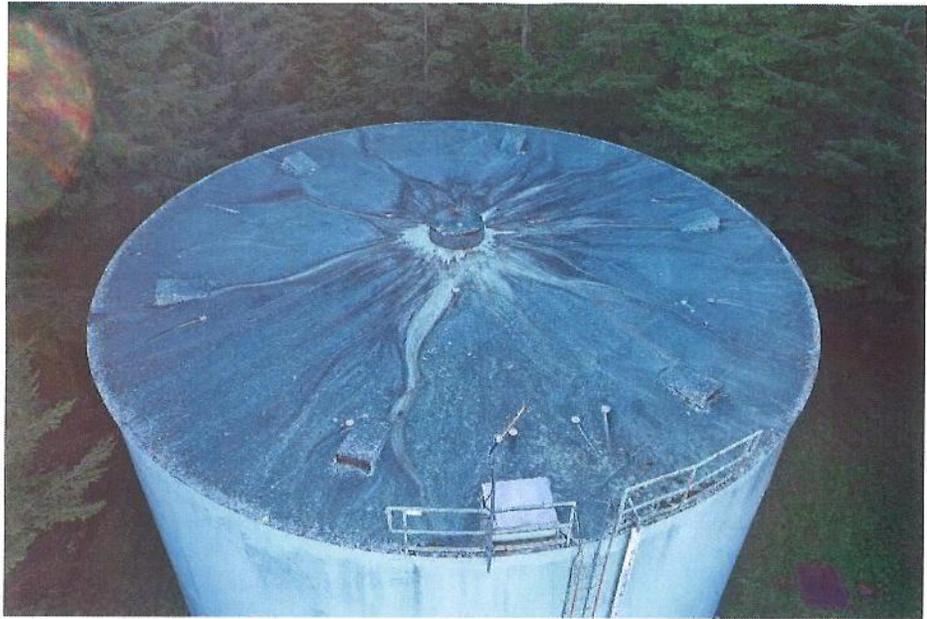
PHOTOGRAPHED BY: Brandon Baxter, Engineering Technician

DATE: February 2022

E-1 View of the Brier Lane Tank, illustrating moss and dirt on the roof and randomly on the shell.



E-2 Same as Photo E-1, except a closer view of the roof.



E-3 View of the center vent, illustrating moderate to severe corrosion on the cover and adjacent roof plates.



E-4 Same as Photo E-3, except in a different location. Note spot of severe corrosion on the roof.



E-5 View of a portion of the roof, illustrating dirt and moss on all surfaces.



E-6 Same as Photo E-5, except in a different location.



E-7 View of a perimeter vent, illustrating moss covering most surfaces.



E-8 Same as Photo E-7, except from a different angle. Note moderate to severe corrosion at the perimeter of the vent screen and debris on the roof in front of the vent.



E-9 Same as Photo E-8, except in a different location.



E-10 View of a cathodic protection handhole cover, illustrating severe corrosion at the circumference of the cover.



E-11 Same as Photo E-10, except in a different location.



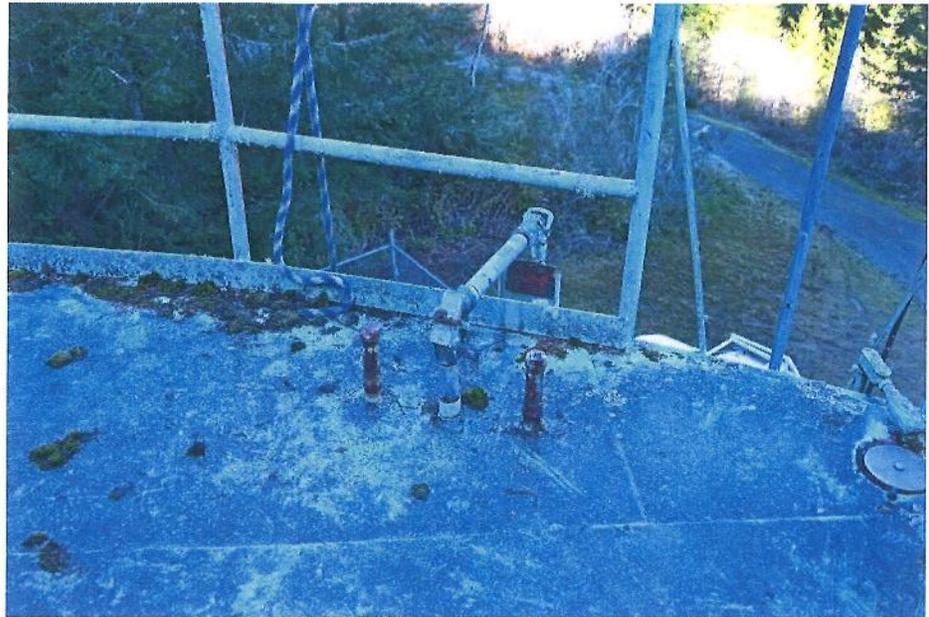
E-12 View of the roof hatch/work area, illustrating moss on all surfaces and otherwise generally fair condition of the paint system.



E-13 View of the roof hatch, illustrating generally good condition of the hatch.



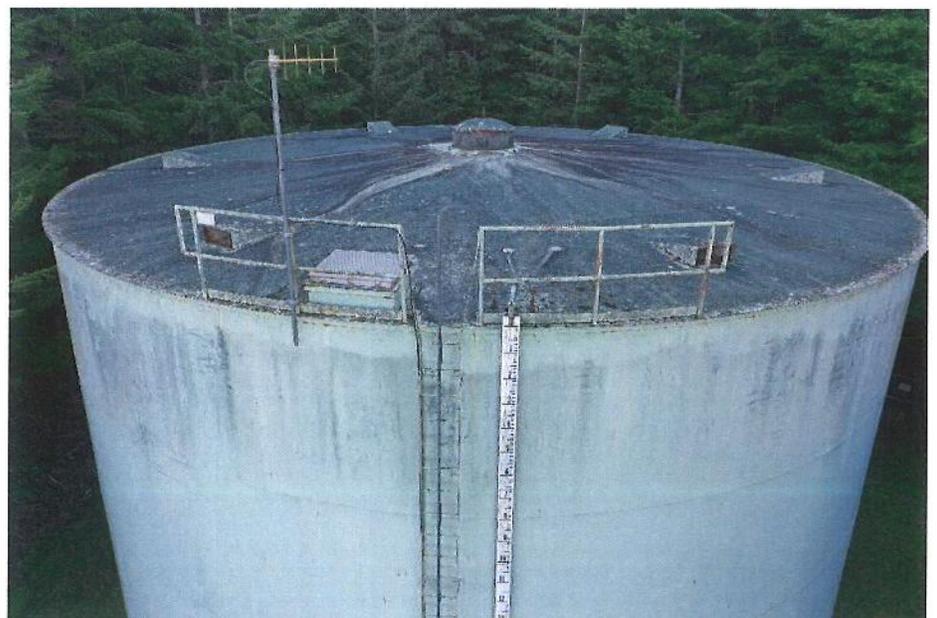
E-14 View of the liquid level indicator (LLI) piping, illustrating moderate corrosion on the piping and bracket securing the gauge board.



E-15 View of two penetrations near the roof hatch, illustrating severe corrosion and metal loss around the penetrations.



E-16 View of the upper shell courses and guardrailing, illustrating delaminating paint on the railing and minor corrosion along the top angle.



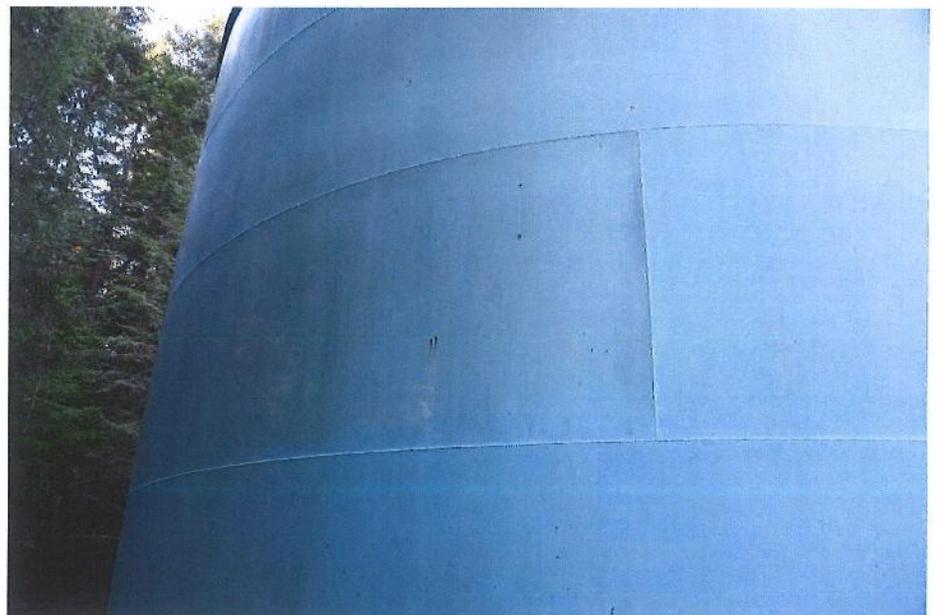
E-17 View of the lower shell courses and vandal guard, illustrating good condition of the vandal guard and numerous spots of mechanical damage with corrosion on the shell.



E-18 View of the upper shell courses, illustrating random corrosion along the top angle and spots on the shell.



E-19 View of a portion of the shell, illustrating numerous spots of mechanical damage with corrosion.



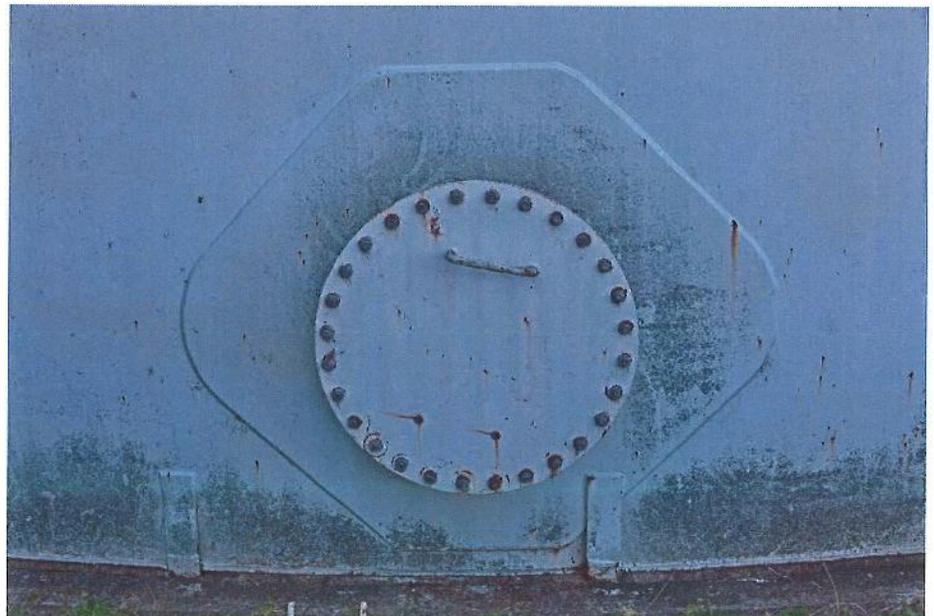
E-20 View of the lower shell courses, illustrating numerous spots of mechanical damage with corrosion. Note moss along the lower portion of the shell.



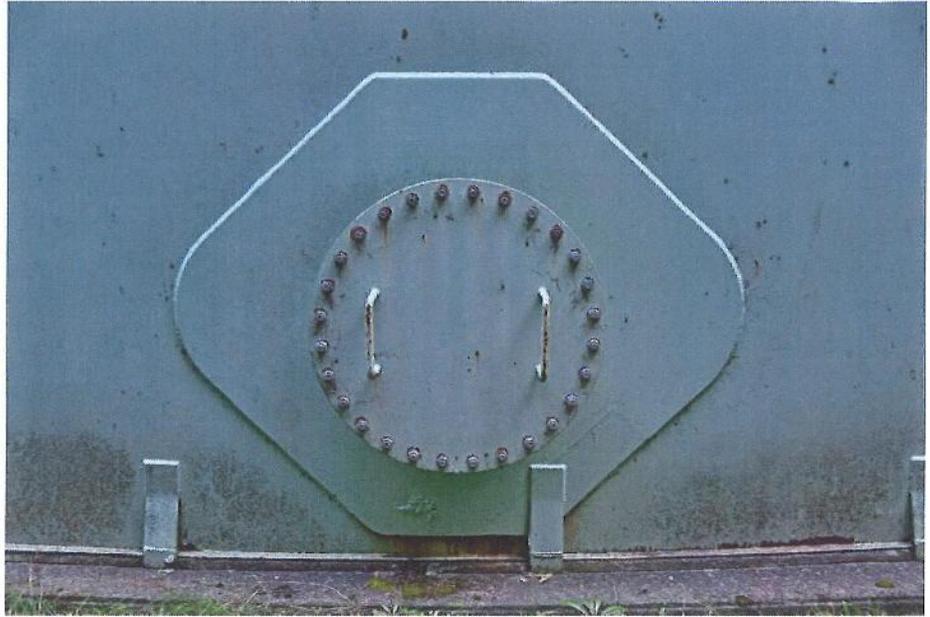
E-21 View of equipment boxes, illustrating generally good condition of the equipment boxes and adjacent paint system. Note lower portion of the LLI gauge board is lying on the ground with the target and guide wire still attached.



E-22 View of a manhole, illustrating random spot corrosion on the manhole and adjacent shell.



E-23 Same as Photo E-22, except at the other manhole.

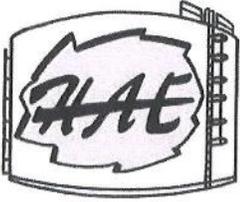


E-24 View of an anchor strap, illustrating moderate to severe corrosion at the bottom of the strap.



E-25 View of the bottom plate extension (BPE) and two anchor straps, illustrating minor to moderate corrosion along the BPE and bottom of both straps.





HARPER & ASSOCIATES ENGINEERING, INC.
CONSULTING ENGINEERS

1240 E. Ontario Ave., Ste. 102-312, Corona, CA 92881-8671
Phone (951) 372-9196 Fax (951) 372-9198
www.harpereng.com

PHOTOGRAPHIC SURVEY

PROJECT: Corrosion Engineering Evaluation of a Welded Steel Water Storage Tank

STRUCTURE: Interior of the 500,000 Gallon Welded Steel Water Storage Tank (Brier Lane Tank)

OWNER: Humboldt Community Services District

LOCATION: Cutten, California

PHOTOGRAPHED BY: Brandon Baxter, Engineering Technician

DATE: February 2022

I-1 View of the roof and structural members, illustrating random corrosion and staining along the upper rafter flanges and lateral straps.



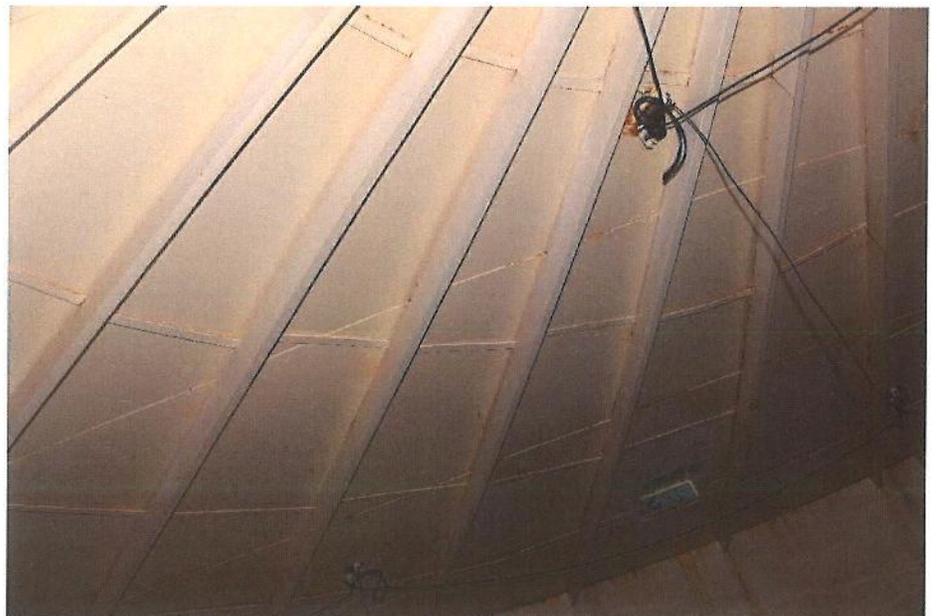
I-2 View of the center support column and rafter ends, illustrating minor corrosion at the edge of the support plate and moderate to severe corrosion along the upper rafter flanges.



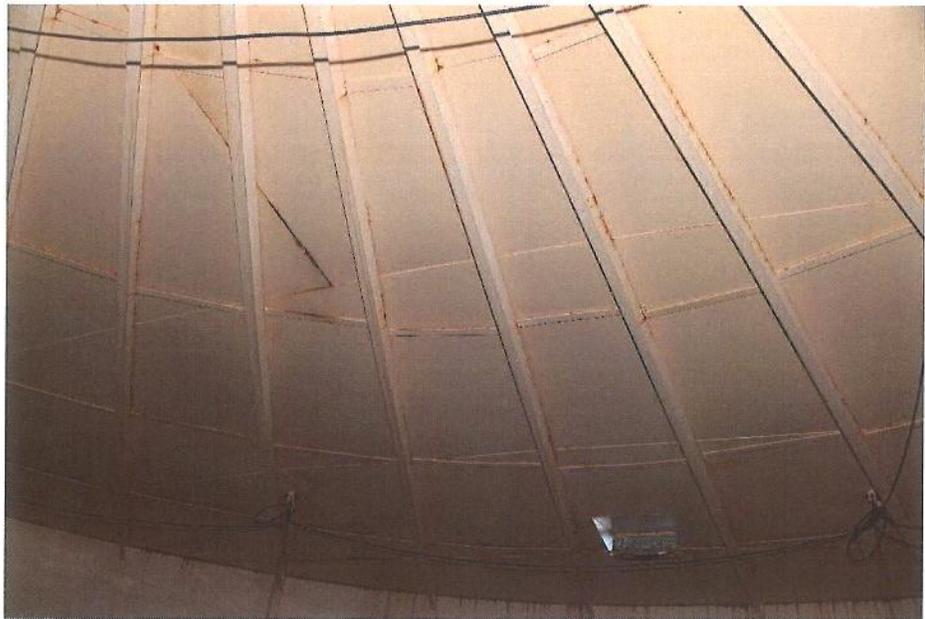
I-3 Same as Photo I-2, except in a different location.



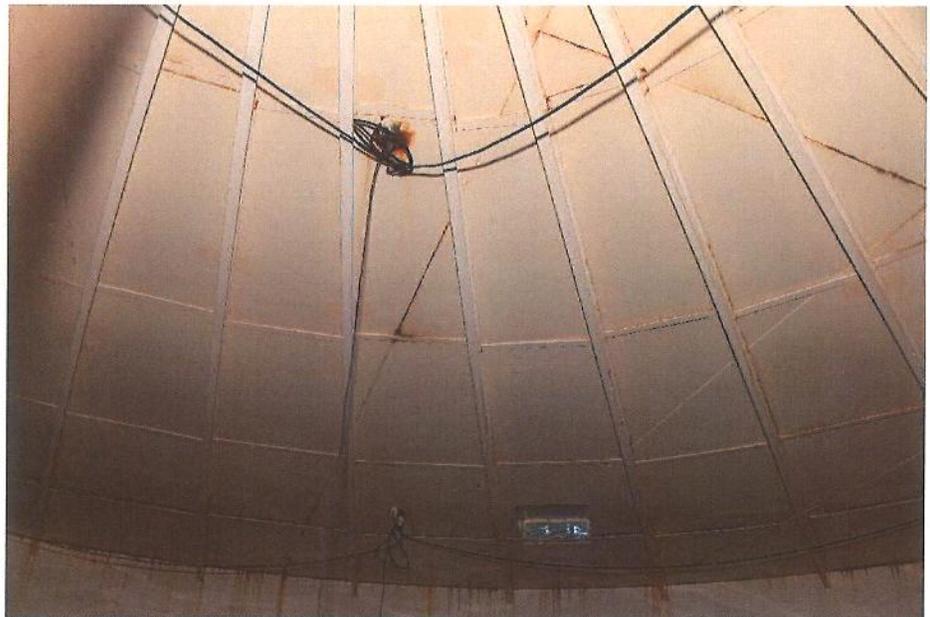
I-4 View of a portion of the roof, illustrating random corrosion and staining at the lateral straps and roof lap joints.



I-5 Same as Photo I-4, except in a different location.



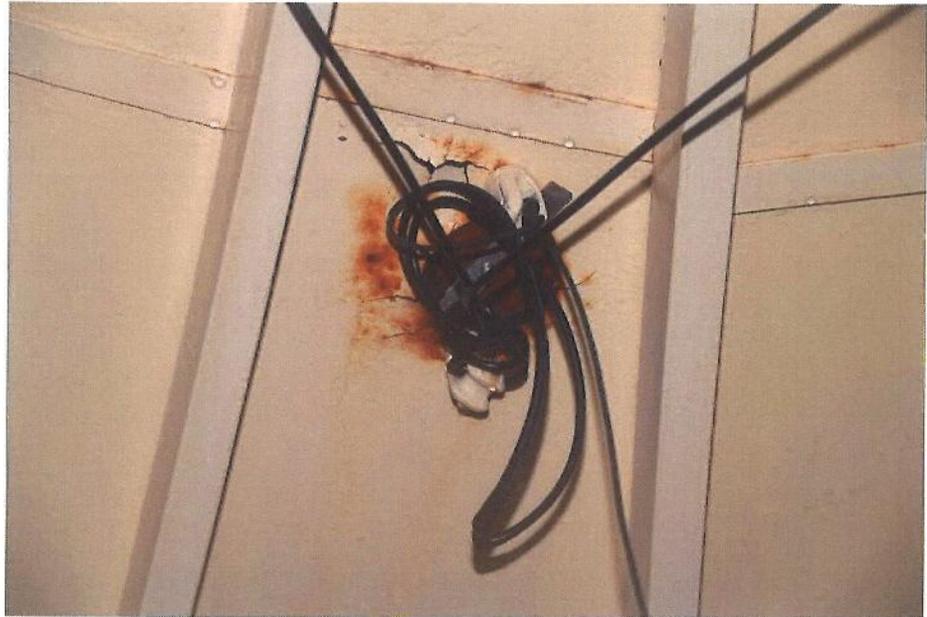
I-6 Same as Photos I-4 and I-5, except in a different location. Note severe corrosion at the cathodic protection (CP) handhole.



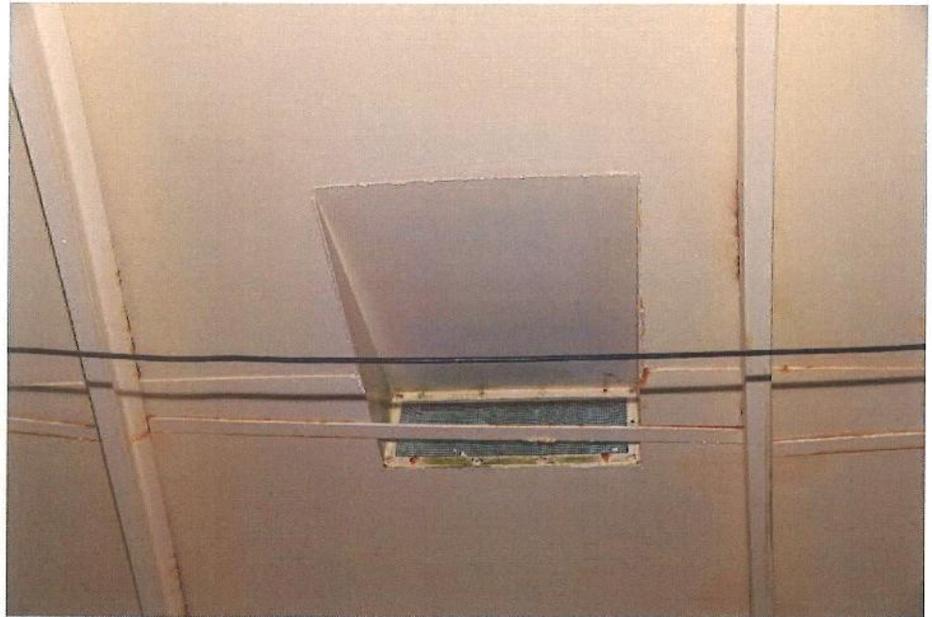
I-7 View of a lateral strap, illustrating moderate to severe corrosion along the edges of the strap.



I-8 View of a CP handhole, illustrating cracked and delaminating coating with moderate to severe corrosion around the handhole.



I-9 View of a perimeter vent, illustrating minor corrosion at the perimeter of the screening and along adjacent structural members.



I-10 Same as Photo I-9, except from a different angle.



I-11 Same as Photos I-9 and I-10, except at a different perimeter vent.



I-12 Same as Photos I-9 through I-11, except at a different vent. Note severe corrosion at the perimeter of this vent.



I-13 View of the roof to shell transition, illustrating minor to moderate corrosion along the transition. Note staining running down the shell below the transition.



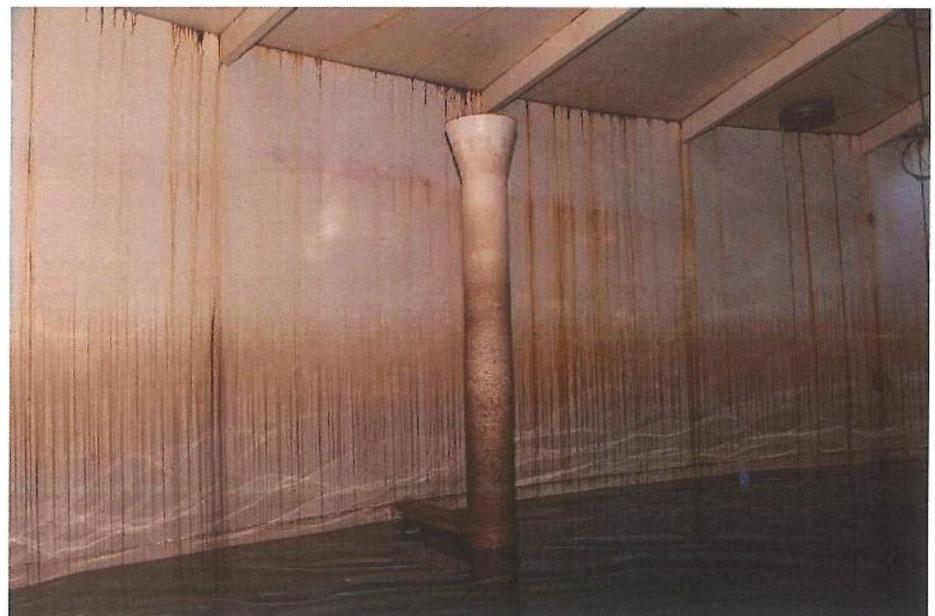
I-14 View of a portion of the shell, illustrating brown staining in the water fluctuation zone and vertical staining below the roof.



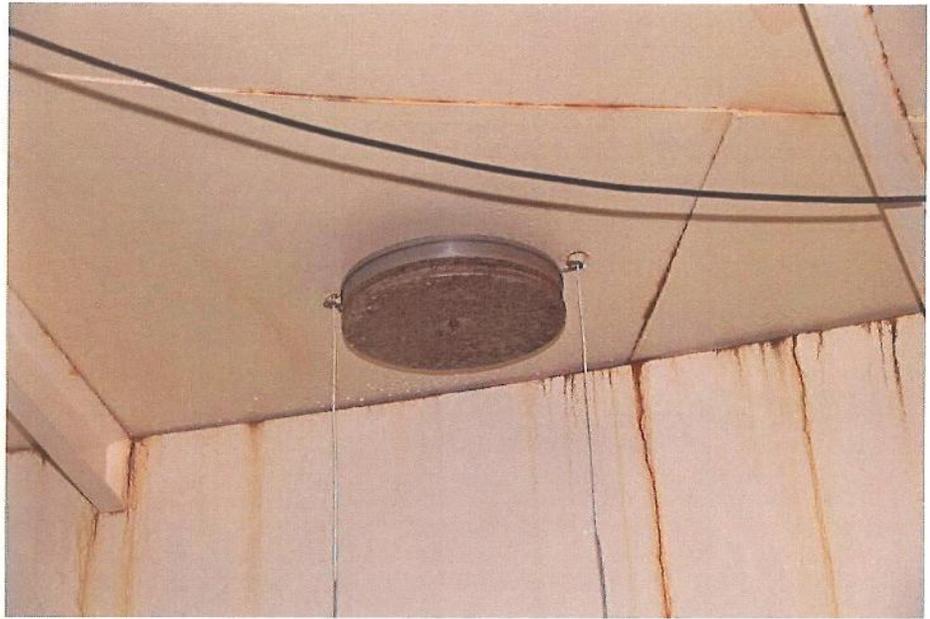
I-15 Same as Photo I-14, except in a different location.



I-16 View of the overflow, illustrating brown staining on the pipe and adjacent shell in the water fluctuation zone.



I-17 View of the liquid level indicator (LLI) float and guide wires, illustrating good condition of both. Note float is stuck well above the waterline.



I-18 View of the roof hatch, illustrating minor to moderate corrosion at the perimeter of the hatch and along the roof to shell transition.



I-19 View of the ladder just below the waterline, illustrating an oily substance on the ladder rungs, side rails, and safety climb rail.



I-20 Same as Photo I-19, except further down the ladder. Note brown sediment on the ladder rungs and adjacent shell and less of the oily substance at this level.



I-21 Same as Photos I-19 and I-20, except further down the ladder. Note generally good condition of the coating system.



I-22 View of the bottom of the ladder, illustrating minor corrosion at the ends of the rungs and otherwise generally good condition of the coating system.



I-23 View of a horizontal weld at the top of the first shell course, illustrating minor corrosion along the weld.



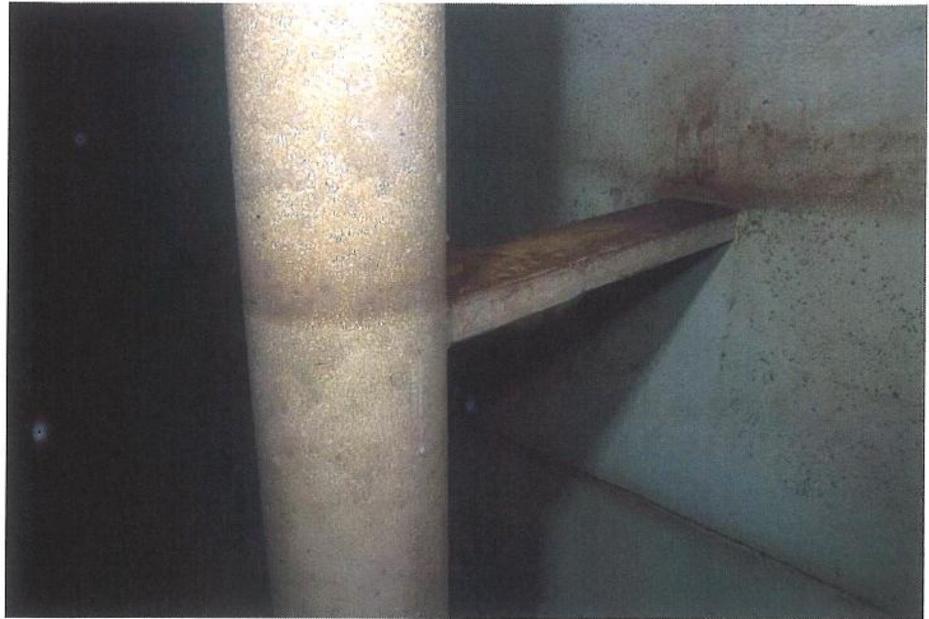
I-24 View of a manhole, illustrating sediment in the lower portion of the manhole and a spot of corrosion at the bottom edge.



I-25 Same as Photo I-24, except at the other manhole. Note spots of corrosion on the adjacent shell.



I-26 View of the overflow pipe, illustrating brown staining and an oily substance on the overflow pipe and stand-off bracket.



I-27 Same as Photo I-26, except further down the pipe. Note minor to moderate corrosion on the stand-off bracket.



I-28 View of the bottom of the overflow, illustrating generally good condition of the coating system and heavy sediment on the flange and adjacent bottom plates.



I-29 View of the column, illustrating a spot of corrosion and otherwise generally good condition of the coating system.



I-30 View of the column base, illustrating dark brown sediment covering all but the edges of the base plate.



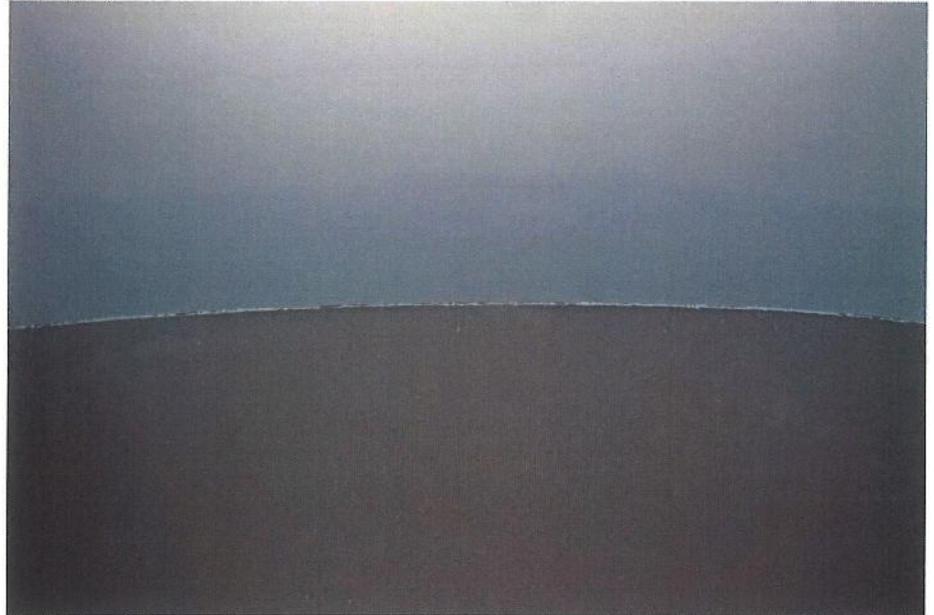
I-31 View of the edge of the base plate, illustrating good condition of the coating system that can be seen.



I-32 View of the lower portion of the column, illustrating good condition of the coating system.



I-33 View of the shell to bottom transition, illustrating good condition of the coating system on the lower shell.



I-34 View of a small diameter capped penetration, illustrating minor corrosion on the pipe and elbow and good condition of the adjacent coating system. Note small diameter sample port to the right of the pipe.



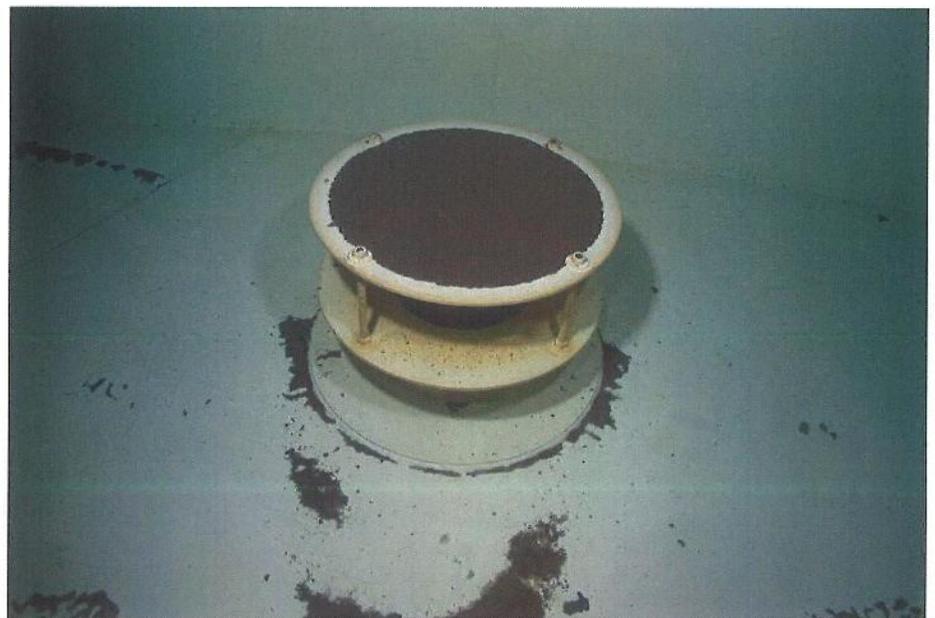
I-35 View of bottom plates, illustrating good condition of the coating system.



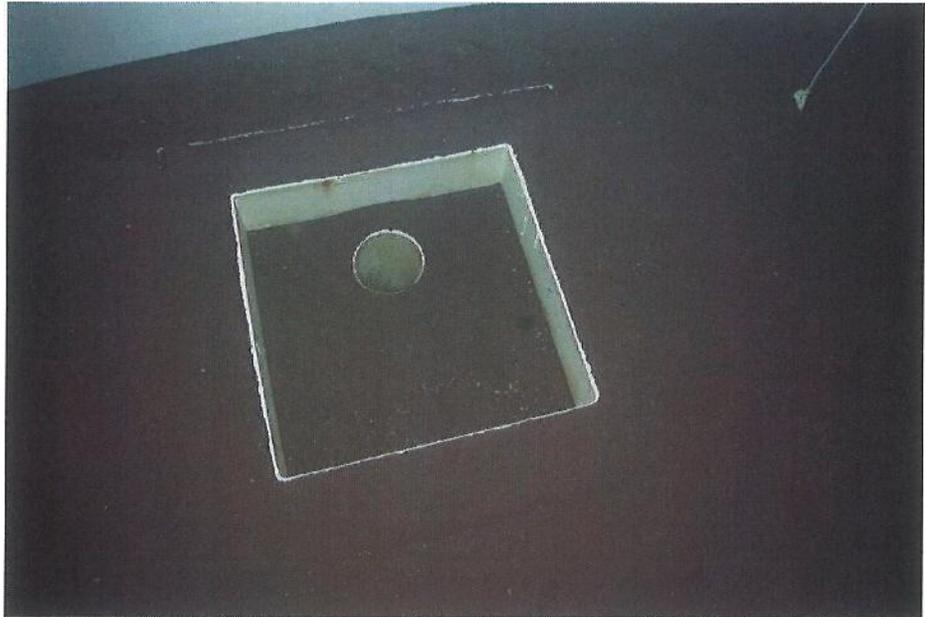
I-36 View of a circular patch plate, illustrating good condition of the coating system that can be seen.



I-37 View of the inlet/outlet pipe and cover, illustrating minor corrosion on the flange below the cover.



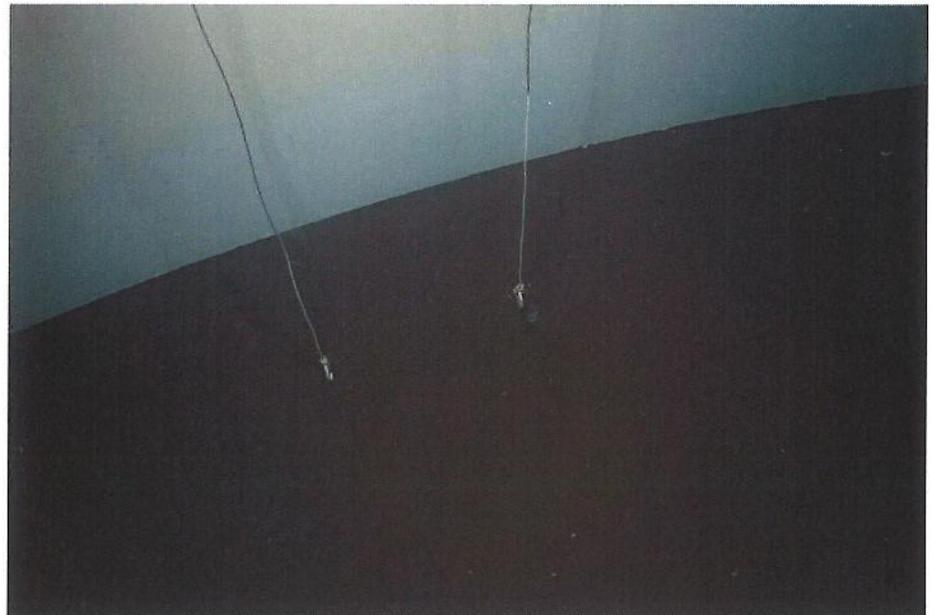
I-38 View of the drain and sump, illustrating a spot of corrosion at the top of the curb near the drainpipe.



I-39 Same as Photo I-38, except a closer view of the drainpipe.



I-40 View of the LLI base, illustrating good condition of the guide wires and anchor clips.





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CASE NARRATIVE

Authorized Signature Name / Title (print)	Ken Zheng, President
Signature / Date	<i>Ken Zheng</i> Ken Zheng, President 03/15/2022 9:57:01
Laboratory Job No. (Certificate of Analysis No.)	2203-00107
Project Name / No.	HUMBOLDT COMM. SVCS. DIST. / BRIER LANE TANK 3099
Dates Sampled (from/to)	02/23/22 To 02/23/22
Dates Received (from/to)	03/10/22 To 03/10/22
Dates Reported (from/to)	03/15/22 To 3/15/2022
Chains of Custody Received	Yes

Comments:

Subcontracting
Inorganic Analyses
 No analyses sub-contracted

Sample Condition(s)
 All samples intact

Positive Results (Organic Compounds)
 None

The data and information on this, and other accompanying documents, represent only the sample(s) analyzed and is rendered upon condition that it is not to be reproduced, wholly or in part, for advertising or other purposes without approval from the laboratory.
 USDA-EPA-NIOSH Testing Food Sanitation Consulting Chemical and Microbiological Analyses and Research



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CERTIFICATE OF ANALYSIS

2203-00107

HARPER & ASSOC. ENGINEERING

KRISTI COX

1240 E. ONTARIO AVE

STE. 102-312

CORONA, CA 92881-8671

Date Reported 03/15/22

Date Received 03/10/22

Invoice No. 94374

Cust # H089

Permit Number

Customer P.O. 3099

Project: HUMBOLDT COMM. SVCS. DIST. / BRIER LANE TANK

Analysis	Result	Qual	Units	Method	DF	RL	Date	Tech
Sample: 001 #1 EXTERIOR SHELL-BRIER					Date & Time Sampled:		02/23/22 @	8:30
Sample Matrix: Other								
[Metals]								
Metals Acid Digestion	Complete			EPA 3050B	1.0		03/14/22	TLB
Chromium	9.3		mg/Kg	EPA 6010B	1.0	0.50	03/14/22	TLB
Lead	31		mg/Kg	EPA 6010B	1.0	0.50	03/14/22	TLB
Zinc	1600		mg/Kg	EPA 6010B	1.0	5.0	03/14/22	TLB
Sample: 002 #2 INTERIOR ROOF-BRIER					Date & Time Sampled:		02/23/22 @	8:30
Sample Matrix: Other								
[Metals]								
Metals Acid Digestion	Complete			EPA 3050B	1.0		03/14/22	TLB
Chromium	82		mg/Kg	EPA 6010B	1.0	0.50	03/14/22	TLB
Lead	14		mg/Kg	EPA 6010B	1.0	0.50	03/14/22	TLB
Zinc	86		mg/Kg	EPA 6010B	1.0	5.0	03/14/22	TLB
Sample: 003 #3 INTERIOR SHELL - BRIER					Date & Time Sampled:		02/23/22 @	8:30
Sample Matrix: Other								
[Metals]								
Metals Acid Digestion	Complete			EPA 3050B	1.0		03/14/22	TLB
Chromium	2.7		mg/Kg	EPA 6010B	1.0	0.50	03/14/22	TLB
Lead	14		mg/Kg	EPA 6010B	1.0	0.50	03/14/22	TLB
Zinc	32		mg/Kg	EPA 6010B	1.0	5.0	03/14/22	TLB
Sample: 004 #4 RAFTER - BRIER					Date & Time Sampled:		02/23/22 @	8:45
Sample Matrix: Other								
[Metals]								
Metals Acid Digestion	Complete			EPA 3050B	1.0		03/14/22	TLB
Chromium	23		mg/Kg	EPA 6010B	1.0	0.50	03/14/22	TLB
Lead	2.8		mg/Kg	EPA 6010B	1.0	0.50	03/14/22	TLB
Zinc	69		mg/Kg	EPA 6010B	1.0	5.0	03/14/22	TLB
Sample: 005 #5 EXTERIOR ROOF - BRIER					Date & Time Sampled:		02/23/22 @	8:45
Sample Matrix: Other								
[Metals]								

The data and information on this, and other accompanying documents, represent only the sample(s) analyzed and is rendered upon condition that it is not to be reproduced, wholly or in part, for advertising or other purposes without approval from the laboratory.

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CERTIFICATE OF ANALYSIS

2203-00107

HARPER & ASSOC. ENGINEERING
 KRISTI COX
 1240 E. ONTARIO AVE
 STE. 102-312
 CORONA, CA 92881-8671

Date Reported 03/15/22
 Date Received 03/10/22
 Invoice No. 94374
 Cust # H089
 Permit Number
 Customer P.O. 3099

Project: HUMBOLDT COMM. SVCS. DIST. / BRIER LANE TANK

Analysis	Result	Qual	Units	Method	DF	RL	Date	Tech
Sample: 005 #5 EXTERIOR ROOF - BRIER					Date & Time Sampled:		02/23/22 @	8:45
Sample Matrix: Other								
.....continued								
Metals Acid Digestion	Complete			EPA 3050B	1.0		03/14/22	TLB
Chromium	14		mg/Kg	EPA 6010B	1.0	0.50	03/14/22	TLB
Lead	41		mg/Kg	EPA 6010B	1.0	0.50	03/14/22	TLB
Zinc	2100		mg/Kg	EPA 6010B	1.0	5.0	03/14/22	TLB

Respectfully Submitted:

Ken Zheng

Ken Zheng - Lab Director

QUALIFIERS

B = Detected in the associated Method Blank at a concentration above the routine RL.
 B1 = BOD dilution water is over specifications. The reported result may be biased high.
 D = Surrogate recoveries are not calculated due to sample dilution.
 E = Estimated value; Value exceeds calibration level of instrument.
 H = Analyte was prepared and/or analyzed outside of the analytical method holding time
 I = Matrix Interference,
 J = Analyte concentration detected between RL and MDL.
 Q = One or more quality control criteria did not meet specifications. See Comments for further explanation.
 S = Customer provided specification limit exceeded.

ABBREVIATIONS

DF = Dilution Factor
 RL = Reporting Limit, Adjusted by DF
 MDL = Method Detection Limit, Adjusted by DF
 Qual = Qualifier
 Tech = Technician



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QUALITY CONTROL DATA REPORT

HARPER & ASSOC. ENGINEERING
 KRISTI COX
 1240 E. ONTARIO AVE
 STE. 102-312
 CORONA, CA 92881-8671

2203-00107

Date Reported 03/15/2022
 Date Received 03/10/2022
 Date Sampled 02/23/2022
 Invoice No. 94374
 Customer # H089
 Customer P.O. 3099

Project: HUMBOLDT COMM. SVCS. DIST. / BRIER LANE
 TANK

Method #		EPA 8210B	
QC Reference #	101560	Date Analyzed:	3/14/2022
Samples	001 002 003 004 005	Technician:	TJB
Results			
	LCS %REC	LCS %DUP	LCS %RPD
Chromium	101	101	0.3
Lead	100	100	0.1
Zinc	101	100	0.6

Control Ranges	
LCS %REC	LCS %RPD
75 - 125	0 - 20
75 - 125	0 - 20
75 - 125	0 - 20

No method blank results were above reporting limit

Respectfully Submitted:

Ken Zheng

Ken Zheng - President

ATTENDANCE RECORD

Humboldt Community Services District

PROJECT: Brier Lane Tank Rehabilitation Project

DATE: December 14, 2022

TIME: 10:00 AM

NAME	ADDRESS	PHONE NO.	EMAIL
Name: Alexis Ayala	1240 E. Ontario Ave. Ste 102-312 Corona, Ca 92881	(951) 372-9196	Alexis@Harpereng.com
Company: Harper & Associates Engineering, Inc.			
Name: TIM LATTAM	5055 Walnut Dr. EUREKA, CA. 95503	707 599-2848	TLattam@humboldtcsd.org
Company: HCS D			
Name: BEN ADAMS	5055 WALNUT DR EUREKA, CA 95503	707-599-5886	BAdams@humboldtcsd.org
Company: HCS D			
Name: Chad Christopher	5055 Walnut dr Eureka, ca, 95503	776-354-6802	Cchristopher@resource development.co.com
Company: Resource development			
Name: Tony Custaneda	6906 Downing Ave Bakersfield CA 93309	(562) 485-8199	Tony Custaneda@ryawallcon.com
Company: Unified Field Services Corp			
Name: Ren Wallace	5211 Boyd Rd Arcata	707 825-6965	grs@grsinc.biz
Company: GR Sundberg			
Name: Samuel Coleman	201 Broadway St. #140 Santa Maria, CA 93457	805 937 5859	bids@scc-tanks.com
Company: Scotts Construction Co. Inc.			
Name: Ryan Wahlund	690 Indianola Rd. Eureka, CA 95503	(707) 499-4131	bids@wahlcon.com
Company: Wahlund Construction, Inc			
Name: TERENCE WILLIAMS			twilliams@humboldtcsd.org
Company: HCS D			
Name:			
Company:			
Name:			
Company:			
Name:			
Company:			

December 23, 2022

Terrence Williams, General Manager

**ADDENDUM NO. 2
TO THE CONTRACT DOCUMENTS**

**Humboldt Community Services District
5055 Walnut Drive
Eureka, CA 95503
BRIER LANE TANK REHABILITATION PROJECT**

TO ALL PLAN HOLDERS

The following amendment is hereby made a part of the Contract Documents for the subject project, as fully and completely as if the same were set forth therein. This Addendum No. 2 consists of page AD1-1.

CONTRACT DOCUMENTS

QUESTIONS SUBMITTED:

Question 1. Is full containment required for exterior abrasive blasting and coating?

Answer 1. The contractor is not required to provide full containment. The contractor shall be required to conduct all operations to confine abrasive blasting debris and coating and paint overspray to within the bounds of the site in accordance with Specification Section 09 97 13, Item 1.5 C., Item 3.2 E., and Item 3.3 C.

Bids submitted without these pages signed, dated, and attached may be rejected. If you have any questions or comments, contact Krista Harper at (951) 372-9196.

Received by:

Farr Construction Corporation dba.

Contractor: Resource Development Company Date: 12/23/22

Signature: _____

Sincerely,

Terrence Williams
General Manager

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SCHEDULE OF WORK ITEMS

January 6, 2023

Terrence Williams, General Manager

**ADDENDUM NO. 3
TO THE CONTRACT DOCUMENTS**

**Humboldt Community Services District
5055 Walnut Drive
Eureka, CA 95503
BRIER LANE TANK REHABILITATION PROJECT**

TO ALL PLAN HOLDERS

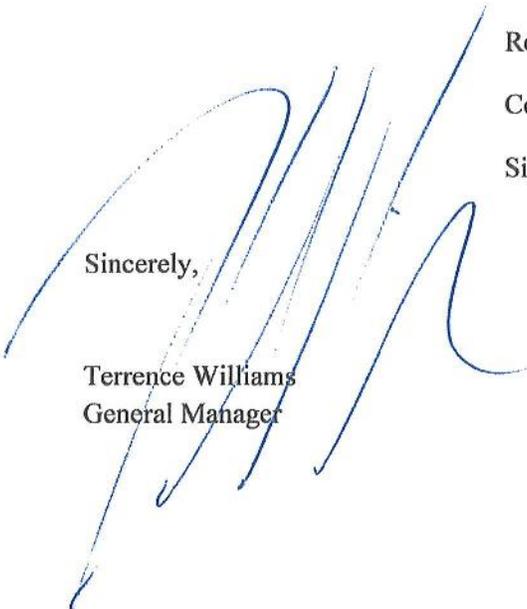
The following amendment is hereby made a part of the Contract Documents for the subject project, as fully and completely as if the same were set forth therein. This Addendum No. 3 consists of pages AD3-1 and AD3-2

CONTRACT DOCUMENTS

DELETE - List of Subcontractors Form on Page 12 of the bid documents. (Page 20 of the combined pdf document)

ADDITION - Revised List of Subcontractors Form included in this addendum.

Bids submitted without these pages signed, dated, and attached may be rejected. If you have any questions or comments, contact Krista Harper at (951) 372-9196.



Sincerely,

Terrence Williams
General Manager

Received by:

Farr Construction Corporation dba.

Contractor: Resource Development Company Date: 1/6/2023

Signature: _____



LIST OF SUBCONTRACTORS
Rehabilitation of the
Brier Lane Water Storage Tank

Work to be Performed	Contractor License Number	Percent of Total Contract	Subcontractor's Name, Address, and Contact Person	Department of Industrial Relations Registration Number
All of the work except what 1. is listed below.	1050646		Farr Construction Corporation dba. Resource Development Company 1050 Linda Way Sparks, NV 89431 Alex Hampel	1000064750
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

Add additional sheets, if necessary.

AD3-2

January 10, 2023

Terrence Williams, General Manager

**ADDENDUM NO. 4
TO THE CONTRACT DOCUMENTS**

**Humboldt Community Services District
5055 Walnut Drive
Eureka, CA 95503
BRIER LANE TANK REHABILITATION PROJECT**

TO ALL PLAN HOLDERS

The following amendment is hereby made a part of the Contract Documents for the subject project, as fully and completely as if the same were set forth therein. This Addendum No. 4 consists of pages AD4-1

CONTRACT DOCUMENTS

Due to severe weather conditions and the declared State of Emergency in California, The District has extended the due date for receipt of sealed proposals until January 13, 2023 at 2:00 p.m.

Bids submitted without these pages signed, dated, and attached may be rejected. For bid packages that have already been mailed, the addendum can be signed, dated and emailed to the District for inclusion with the bid package upon receipt. If you have any questions or comments, contact Krista Harper at (951) 372-9196.

Received by: _____
Farr Construction Corporation dba.
Contractor: Resource Development Company Date: 1/13/2023
Signature: _____

Sincerely,

Terrence Williams
General Manager