

Agenda Item #2
Continued -Engineering Agreement for the
FRVCSD Water System Improvements

EXHIBIT A – SCOPE OF WORK AND SCHEDULE

A.1 PROJECT PURPOSE AND DESCRIPTION.

The Project is for the benefit of the Recipient. The funding under this Agreement will be used to evaluate, design, and develop documents necessary to bring the Recipient into compliance with the California Code of Regulations, Title 22, Division 4, Chapter 16 Waterworks Standards, for source, storage, and infrastructure. The funding under this Agreement will also be used to evaluate, design, and develop documents necessary for the Recipient to replace and install outdated infrastructure such as water mains and water meters.

A.2 SCOPE OF WORK.

ITEM	DESCRIPTION
1	Project Management and Administration
	1.1 Prepare and submit a complete DWSRF Planning Application. 1.2 Monitor Project budget and schedule. 1.3 Prepare and submit progress reports and reimbursement requests. 1.4 Coordinate with State Water Board staff, attend Project meetings, provide status updates, and respond to questions. 1.5 Coordinate with various state, local, and other agencies for regulatory review, permitting, and approvals. 1.6 Complete necessary legal reviews: <ul style="list-style-type: none"> • Review documents, professional services agreements, and the State Water Board financing agreement; and • Acquire property appraisals, easements, and other property documents necessary for the Project. <i>ITEM 1 SUBMITTAL:</i> a) <i>DWSRF Planning Application</i>

ITEM	DESCRIPTION
2	Project Engineering Report
	<p>2.1 Prepare a Highway 299 East Feasibility Study:</p> <ul style="list-style-type: none"> • Conduct water sampling from existing residential wells at approximately forty (40) properties; and • Analyze water sampling results against current groundwater quality requirements. <p>2.2 Prepare a Draft and Final Project Engineering Report per the DWSRF Policy: Describe the water quality and or quantity problems to be addressed, evaluate all feasible alternatives, including consolidation. Must evaluate consolidation of the subject system with nearby water systems. The evaluation must compare each alternative's estimated capital cost and operations and maintenance (O&M) costs over a 20–40-year life cycle analysis. Final Project Report must be signed and stamped by a Professional Engineer.</p> <p>2.3 Recommend a preferred alternative or combination of alternatives that address system deficiencies. Upon concurrence from all stakeholders, the preferred alternative will be known as the "Selected Construction Project."</p> <p><i>ITEM 2 SUBMITTALS:</i></p> <ul style="list-style-type: none"> a) <i>Highway 299 East Feasibility Study</i> b) <i>Draft Project Engineering Report</i> c) <i>Final Project Engineering Report</i>
3	Geotechnical Evaluation
	<p>3.1 Perform a geotechnical investigation for any proposed storage tank(s) and/or buildings, well head, and pipelines.</p> <p>3.2 Prepare a Geotechnical Report.</p> <p><i>ITEM 3 SUBMITTALS:</i></p> <ul style="list-style-type: none"> a) <i>Geotechnical Report</i>
4	Environmental Documentation
	<p>4.1 Prepare California Environmental Quality Act (CEQA) documents for the Selected Construction Project. If a Negative Declaration, Mitigated Negative Declaration, or Environmental Impact Report is developed, include an Analysis of Environmental Alternatives before the CEQA document is sent to the State Clearinghouse (SCH) for public review.</p> <p>4.2 If necessary, prepare National Environmental Protection Act (NEPA) documents, such as a biological report and a cultural report.</p> <p>4.3 Circulate the CEQA documents for public comment.</p> <p>4.4 Finalize the CEQA documents with responses to comments received and adoption/recordation of the final documents.</p> <p>4.5 Complete and submit the DWSRF Construction Environmental Package.</p> <p><i>ITEM 4 SUBMITTALS:</i></p> <ul style="list-style-type: none"> a) <i>Draft Environmental Documents</i>

	<p>b) <i>Final Environmental Documents</i> c) <i>DWSRF Construction Environmental Package</i></p>
ITEM	DESCRIPTION
5	<p>DWSRF Construction Application</p> <p>5.1 Complete and submit a Draft DWSRF Construction Financial Package that includes the following:</p> <ul style="list-style-type: none"> • DWSRF Potential Flags Worksheet; • Three years of audited financial statements or tax returns; • Budget projections for at least the next two fiscal years; • Rate adoption resolution or a copy of rates; • Schedule of related debt, debt document copies (if necessary), and/or a letter from the Authorized Representative stating the Recipient has no debt; and • A Technical, Managerial and Financial (TMF) Assessment that provides all supporting documents for Mandatory and Necessary Items. <p>5.2 Prepare and submit a complete DWSRF Construction Application.</p> <p>ITEM 5 SUBMITTALS:</p> <p>a) <i>Draft DWSRF Construction Financial Package</i> b) <i>DWSRF Construction Application</i></p>
6	<p>Engineering Design for Selected Construction Project</p> <p>6.1 Survey, map, pothole, and obtain necessary easements. Actual purchase cost of land and easements is ONLY reimbursable under DWSRF Construction Funds. If a temporary easement(s) is required, a licensed professional will draft easements and submit to the County of Shasta for recording.</p> <p>6.2 Conduct field topographic and property surveys at existing and proposed tank sites.</p> <p>6.3 Conduct detailed “strip” topographic surveys along proposed pipeline replacement corridors.</p> <p>6.4 Prepare mapping and property boundaries.</p> <p>6.5 Perform drone surveys along existing water infrastructure corridors.</p> <p>6.6 Prepare ArcGIS database.</p> <p>6.7 Prepare the 60% draft plans and specifications, bid documents, and draft opinion of probable construction costs.</p> <p>6.8 Prepare and submit 90% plans and specifications and revised opinion of probable construction costs.</p> <p>ITEM 6 SUBMITTALS</p> <p>a) <i>60% Draft Plans and Specifications and Draft Opinion of Probable Construction Costs</i> b) <i>90% Plans and Specifications and Revised Opinion of Probable Construction Costs</i></p>

A.3 SCHEDULE.

Failure to provide items by the due dates indicated in the table below may constitute a material violation of this Agreement. The Project Manager may adjust the dates in the “Estimated Due Date” column of this table, but Critical Due Date adjustments will

require an amendment to this Agreement. The Recipient must complete and submit all work in time to be approved by the Division prior to the Work Completion Date. As applicable for specific submittals, the Recipient must plan adequate time to solicit, receive, and address comments prior to submitting the final submittal. The Recipient must submit the final Reimbursement Request prior to the Final Reimbursement Request Date set forth on the Cover Page.

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
SCOPE OF WORK			
1	Project Management and Administration a) DWSRF Planning Application	N/A	Complete
2	Project Engineering Report a) Highway 299 East Feasibility Study b) Draft Engineering Project Report c) Final Engineering Project Report	N/A N/A N/A	August 31, 2024 October 30, 2024 January 31, 2025
3	Geotechnical Evaluation a) Geotechnical Report	N/A	September 30, 2024
4	Environmental Documents a) Draft Environmental Documents b) Final Environmental Documents c) DWSRF Construction Environmental Package	N/A N/A N/A	November 30, 2024 February 28, 2025 February 28, 2025
5	DWSRF Construction Application a) Draft DWSRF Construction Financial Package b) DWSRF Construction Application	N/A N/A	October 31, 2024 February 28, 2025
6	Engineering Design for Selected Construction Project a) 60% Draft Plans and Specifications and Draft Opinion of Probable Construction Costs b) 90% Plans and Specifications and Revised Opinion of Probable Construction Costs	N/A N/A	August 31, 2025 January 31, 2026
REPORTING			
1	Progress Reports	N/A	Quarterly
2	As Needed Information and Reports	N/A	As Requested by Division

ITEM	DESCRIPTION OF SUBMITTAL	CRITICAL DUE DATE	ESTIMATED DUE DATE
BUDGET COSTS AND REIMBURSEMENT			
1	First Reimbursement Request	No later than 90 days from Agreement Execution Date	N/A
2	Reimbursement Requests	N/A	Quarterly
3	Final Reimbursement Request	March 31, 2026	N/A

The Recipient must deliver any request for extension of the Work Completion Date no less than 90 days prior to the Work Completion Date.

The Division may require corrective work to be performed prior to Project Completion. Any work occurring after the Work Completion Date will not be reimbursed under this Agreement.

A.4 PROGRESS REPORTS.

The Recipient must provide a progress report to the Division each quarter, beginning no later than 90 days after execution of this Agreement. The Recipient must provide a progress report with each Reimbursement Request. Failure to provide a complete and accurate progress report may result in the withholding of Project Funds. A progress report must contain the following information:

- 1) A summary of progress to date including a description of progress since the last report, amount budgeted, amount spent, and percent completion for each task;
- 2) Statement indicating if all critical due dates are on track;
- 3) Statement indicating if all deliverable due dates are on track;
- 4) A description of compliance with any special conditions; and
- 5) Any problems encountered, proposed resolution, schedule for resolution, and status of previous problem resolutions.

A.5 DISADVANTAGED BUSINESS ENTERPRISE REPORTS.

The Recipient shall comply with the Disadvantaged Business Enterprises (DBE) requirements in 40 CFR § 33.301 for the Project and require its contractors and subcontractors on the Project to comply. 40 CFR § 33.301 requires the use of good faith efforts to utilize DBE's whenever procuring construction, equipment, services, and supplies. The Recipient must report DBE utilization to the Division on the DBE Utilization Report, State Water Board Form DBE UR334. The Recipient must submit such reports to the Division annually within ten (10) calendar days following October 1 until such time as the "Notice of Completion" is issued.

Background: The Fall River Valley Community Services District (FRVCSD) had a Water System Master Plan prepared by Forsgren Associates, Inc. in 2014 (2014 WMP). In March 2017, FRVCSD obtained a \$187,000 planning grant (Agreement No. D16-02039, Project No. 4510008-001P) through DWSRF. A final DWSRF construction funding application was submitted for a project consisting of:

- At-grade 130,000-gallon storage tank
- New pump station with water production and fire pumps
- McArthur Well No. 1 improvements

Both facilities were to be located at the McArthur Well No. 1 site.

After submitting a final construction funding application, the District changed general managers. The new general manager directed the State Division of Financial Assistance (DFA) to stop work on the final construction funding application, and began advocating for an elevated storage tank (or two) in the McArthur area. In October 2018, FRVCSD entered into an agreement titled, *Settlement Agreement, Release of Claims and Assignment and Assumption Agreement*, with Forsgren Associates, Inc. which relieved them of any obligations or liability associated with their previous work and reassigned engineering responsibilities to a former Forsgren employee.

In 2020, the FRVCSD general manager left the District and the District severed ties with the assigned former Forsgren employee. In September 2020, Cecil Ray became the general manager for FRVCSD.

In January 2021, California State Water Resources Control Board (SWRCB) – Division of Drinking Water Engineer (DDW), Mey Bunte, P.E., reached out to PACE Engineering, Inc. (PACE) to obtain documents pertaining to work completed for FRVCSD, in 2011, regarding developing an elevated tank in McArthur.

In May 2021, a meeting was held between Ms. Bunte, FRVCSD General Manager, Cecil Ray, and PACE staff, to discuss steps forward for, 1) resurrecting the current DWSRF construction funding application, or 2) pursuing a new path forward. After considerable review of prior documentation by multiple consultants, prior general managers, discussions with FRVCSD Board of Directors and staff, and SWRCB-DDW staff, it was determined resurrection of the existing DWSRF construction funding application was not desirable for the following reasons:

1. The improvements, recommended by Forsgren, consisting of an at-grade storage tank and large pump station, would not satisfy the long-term desires and goals of the District.
 - a. The proposed improvements required electric pumps to maintain constant system water supply and consistent pressures. No back-up power was incorporated into the design, which is not practical for the District given it is supplied electrical power by Pacific Gas and Electric (PG&E). Power outages are a common occurrence within the PG&E service area due to storm-related and preemptive Public Safety Power Shutoffs (PSPS) outages.
 - b. It was not desirable for the District to accept the increased operations and maintenance efforts and costs associated with operating several large pumps continuously.
 - c. Fire flows were to be provided by large electric pumps without apparent compliance with applicable Factory Mutual (FM), Underwriter Laboratory (UL), and National Fire Protection Association (NFPA) requirements for providing pumped fire flows.
2. Since the Forsgren plans were not 100% complete, it would be necessary for the District to retain another consultant to adopt the previous design effort and modify as needed to obtain 100% complete bid documents. District consultants estimated the Forsgren plans were about 65% to

70% complete and in addition to lack of emergency power and compliance with applicable fire protection codes, described above, lacked the following detail:

- a. Storage tank structural details.
- b. Some building structural details.
- c. Site acquisition and construction details to incorporate District-owned infrastructure currently residing outside the District's property.

Further, the Forsgren design attempted to address specific needs for adding water storage in McArthur and improving McArthur Well No. 1, but did not address other significant deficiencies within the District, including:

- a. Specific concerns with the proposed design, described above.
- b. System-wide water supply deficiencies, including water supply development in Fall River Mills and additional water supply in McArthur.
- c. Old steel water main replacement.
- d. Improved system-wide metering through use of Advanced Metering Infrastructure (AMI) water meters.
- e. System-wide Supervisory Control and Data Acquisition (SCADA) system.
- f. Potentially expanding water service to properties residing along U.S. Highway 299 east of McArthur that may have water quality issues in their existing wells.

The engineer in responsible charge of the Forsgren design effort no longer works for the Company. In addition, the District signed the agreement titled, *Settlement Agreement, Release of Claims and Assignment and Assumption Agreement*, with Forsgren Associates, Inc. which relieved Forsgren of any obligations or liability associated with their previous work. In June 2021, the District reached out to Forsgren to inquire of their willingness to finalize the current design to allow the pending grant application to be processed by DWSRF Division of Financial Assistance (DFA). Forsgren was not willing to resurrect their involvement in the project.

The District reached out to two other Consultants, including PACE, to inquire about taking over and finalizing the current Forsgren design. Both consultants indicated ethical concerns with taking over another consultant's work, citing (in part) Section 6735 of the Professional Engineer Act (Business and Professions Code §§ 6700 – 6799). Section 6735 states, in part, "*All civil engineering plans, calculations, specifications, and reports shall be prepared by, or under the responsible charge of, a licensed civil engineer...*" This provision implies from start to finish on any project.

In June 2021, the District retained the services of PACE to evaluate the water system as a whole, considering previous analyses and recommendations prepared by prior District consultants, including performing their own system-wide hydraulic modelling analysis using modelling data from the 2014 WMP.

Technical Assistance Projects in Progress:

Leading up and after submittal of the current DWSRF planning grant application, the District has been very proactive in seeking and obtaining commitments from outside funding sources to augment infrastructure needs at several facilities within its water system. Below is a synopsis of successful funding acquisitions, and/or related project funding acquisitions.

Fall River Mills Well No. 1 Improvements: In August 2021, the District obtained a \$404,710 Technical Assistance (TA) grant through University Enterprises, Inc. (UEI) and California SWRCB (Agreement No. D19-17008) to drill up to two test wells to provide a reliable back-up water supply. The effort includes surveys, easements, permits, environmental clearance, engineering, well drilling and casing, and water quality testing. However, the grant will not fund construction work related to connecting the water supply to the District's infrastructure, such as addition of pumps, motors, piping, electrical, controls, building, etc. This work will need to be performed using a different funding source. As of January 2023, the first test well has been designed and bid and drilling is expected to start in early spring 2023.

McArthur Well No. 1 Improvements: In April 2022, the District applied for and obtained a \$785,000 grant through the local Integrated Regional Water Management (IRWM) Group (funded through Department of Water Resources (DWR)) to make improvements to McArthur Well No. 1. The funding allocation will not fund all improvements needed at McArthur Well No. 1, so subsequent funding will be required.

Pine Grove Mobile Home Park (PGMHP) Consolidation: The previously described improvements to McArthur Well No. 1 will allow the District to consolidate with the PGMHP, which resides on the east edge of the District. PGMHP is served water by a well containing Manganese (Mn) concentrations that far exceed California drinking water standards. Working with Shasta County Department of Public Health, and DDW, the PGMHP is seeking a Technical Assistance (TA) grant through University Enterprises, Inc. (UEI) to complete planning and design activities to extend the District's water system to PGMHP. Now that UEI has executed an agreement for Safe and Affordable Funding for Equity and Resilience (SAFER) funding, a consultant agreement is expected by early spring 2023 to complete the planning and design tasks needed to seek construction funding for this project.

Rural Community Assistance Corporation (RCAC) Emergency Generator Program: In April 2022, the District sought funding through RCAC's Emergency Generator Program to conduct a site assessment for generator needs throughout the District. Through competitive solicitation, PACE was hired to conduct this assessment which was completed in early January 2023. The preliminary assessment report recommends three generators be added to the District: 1) McArthur Well No. 1, 2) District Office, and 3) Booster Pump Station/Tank/Fall River Mills Well No. 2 site. The Generator for McArthur Well No. 1 will be designed and constructed along with the other well improvements, described above, in a joint (DWR & RCAC) funded effort.

Fall River Mills Well No. 1 Infrastructure Improvements: At the urging of the DWSRF DFA Project Manager, the District sought additional DWR funding through the Drought Resiliency Funding program to add infrastructure to one of the wells to be drilled in Fall River Mills. In December 2022, the District learned that it was successful in securing about \$1.4M in funding to add the pump/motor/piping, building, and mechanical infrastructure to a successful well. Design of these improvements will likely proceed by spring 2023 after a successful well is drilled.

The funding acquisitions, described above, are helping to offset the needed funding request to DWSRF.

Water System Analysis and Recommended Improvements: Using water system hydraulic modelling data resulting from the 2014 WMP, PACE performed a system wide hydraulic modelling effort to evaluate overall performance of the water system and identify existing system deficiencies. In addition, they reviewed the 2014 WMP and several additional documents and analyses pertaining to the water system. Their results and observations are summarized below:

Water Supply: As indicated hereinbefore, the District has two water supply wells, but one (Fall River Mills Well No. 2) contains elevated levels of iron and manganese that exceed National Secondary Drinking Water Standards (NSDWS). Therefore, the District only has one reliable water supply source. According to Title 22 Code of Regulations, Division 4, Chapter 26 California Waterworks Standards (CWWS), §64554(c):

“Community water systems using only groundwater shall have a minimum of two approved sources before being granted an initial permit. The system shall be capable of meeting MDD with the highest-capacity source offline.”

The District has no other viable water supply sources, nor the ability to enact an emergency connection to a neighboring water system. Reportedly, existing McArthur Well No.1 runs nearly 24 hours per day during peak demand periods, suggesting its capacity is very close to the overall system’s maximum day demand (MDD). Without a reliable back-up well or water supply, the District is very vulnerable should the 44-year old McArthur Well No. 1 fail, particularly during summer peak demand periods.

Another goal of the proposed project is to configure the water system to operate as two separate pressure zones as has been done historically. As such, water supply requirements must be considered for each zone. Therefore, it is recommended an additional water supply well be installed near Mc Arthur Well No. 1 such that water supply within the McArthur service area will be in compliance with CWWS with its largest well off-line. In summary, water supply needs for the District are summarized below, and consider recently acquired funding for some majority of needed improvements:

1. McArthur Well No. 1: Recent acquisition of the \$785K DWR grant will go a long way toward implementing the needed improvements at this well. The unfunded improvements necessary for this planning grant are as follows:
 - a. Replace existing leaky roof and well access hatch, including new roof sheeting and fascia boards.
 - b. Replace existing water-damaged ceiling sheeting and insulation.
 - c. Replace existing exterior siding.
2. Fall River Well No. 1: Recent acquisition of the \$1.4M DWR grant will construct most of the improvements needed to develop the UEI-funded test well into a water production well. Improvements that DWR will not fund, and are needed as part of this DWSRF funding request, include:
 - a. Some site work, grading, and fencing.
 - b. Emergency generator improvements.
3. McArthur Well No. 2: Even with construction of the Fall River Mills Well No. 1, the District will still not have adequate water supply redundancy according to CWWS. To mitigate this, a new water supply well is proposed near existing McArthur Well No. 1. Since the McArthur service area will be configured to operate at a higher pressure than Fall River Mills, this well can provide water supply redundancy to both service areas and comply with CWWS.
4. Fall River Mills Well No. 2: As discussed hereinbefore, existing Fall River Mills Well No. 2 resides in a “Standby” status per DDW protocol, due to elevated level of manganese. The 2014 WMP discussed, and has been subsequently supported by DDW, replumbing

the discharge piping from Well No. 2 to directly enter the storage tanks. These improvements have the advantage of utilizing mixing in the existing tanks to dilute the manganese concentrations to acceptable levels and possibly rendering the well more useful as a back-up water supply. In addition, the piping modifications could provide an access point for chlorine or other chemical addition.

Water Storage: Through hydraulic modelling, PACE was able to evaluate water system flows, pressure, and storage tank recovery characteristics during several maximum demand scenarios. In general, during periods with consecutive days of MDD, the storage tanks in Fall River Mills will not fully recover. This is primarily due to the hydraulic limitation of the long (3.5 miles) pipeline between Fall River Mills and McArthur. This can be mitigated by, 1) providing storage in McArthur, and/or 2) adding water supply in Fall River Mills.

An overall water storage evaluation was conducted on the water system, refer to Table 1.

Table 1 – Overall District Storage Requirements (Current Condition)

Storage Component	Storage Volume (Gallons)
Required Fire Flow (1,500 GPM for two (2) hours)	180,000
Overall District Equalizing Storage (100% of MDD) ¹	561,000
TOTAL STORAGE REQUIREMENT	741,000
Total Existing Storage in Fall River Mills	(611,500)
Proposed Storage in McArthur	(250,000)
TOTAL EXISTING AND PROPOSED STORAGE	(861,500)
TOTAL PROPOSED SURPLUS (CURRENT CONDITION)	120,500

1. Taken from District's 2014 Water Master Plan.

As shown in Table 1, the overall District water storage requirement is the sum of, 1) fire (or emergency) storage, and 2) equalizing storage. Through discussion with the local Fire Marshall, the total overall fire flow requirement for Fall River Mills and McArthur is 1,500 GPM for two (2) hours, which translates to 180,000-gallons of fire (or emergency) storage.

In accordance with CWWS, §64554, for water systems with less than 1,000 service connections, the system shall have storage capacity equal to or greater than MDD. Therefore, the total equalizing storage requirement is about 561,000 gallons. The sum of fire (emergency) and equalizing storage is about 741,000 gallons. Currently, the District has about 611,500 gallons of total storage. If 250,000 gallons of storage is added in McArthur, there would be about 120,500 gallons of surplus storage for entire District.

However, the intent is to operate the Fall River Mills and McArthur service areas as two separate pressure zones with different operating hydraulic grade lines. Therefore, one must consider the water storage requirements for only the McArthur service area. Refer to Table 2.

Table 2 – McArthur Storage Requirements (Current Condition)

Storage Component	Storage Volume (Gallons)
Required Fire Flow (1,500 GPM for two (2) hours)	180,000
McArthur Equalizing Storage (100% of MDD) ¹	204,000
TOTAL STORAGE REQUIREMENT	384,000
Total Existing Storage in McArthur	(0)
Proposed Storage in McArthur	(250,000)
TOTAL EXISTING AND PROPOSED STORAGE	(250,000)
TOTAL PROPOSED SURPLUS (CURRENT CONDITION)	(134,000)

2. Taken from District's 2014 Water Master Plan.

Even though Table 2 suggests McArthur would still have a storage deficit with a 250,000 tank, through hydraulic modelling, we were able to verify water delivery from the Fall River Mills tanks when the level in the proposed McArthur Tank drops to the level of the Fall River Mills Tanks. Therefore, the Fall River Mills tanks will still provide some water delivery back to McArthur during a fire or emergency. As such, it is proposed a new 250,000-gallon tank be constructed in McArthur.

Supervisory Control and Data Acquisition (SCADA) Improvements: The District's current SCADA system is radio telemetry based and uses proprietary hardware and software developed by Aqua-Sierra Controls, headquartered in Auburn, CA. The proprietary nature of their SCADA equipment and programming requires the District utilize Aqua-Sierra Controls, exclusively, for repairs and/or system maintenance. This has been problematic for the District in the recent past, especially during emergencies when technicians are not available for several days and/or the cost to travel to and from Auburn is a financial hardship for the District. More local SCADA technicians are not able to access, troubleshoot, or modify the proprietary system.

As a result of the proposed project, it will be necessary to bring several new facilities into the SCADA system, including:

1. Fall River Mills Well No. 1
2. Supervisory Valve
3. Storage tank in McArthur
4. McArthur Well No. 2

Therefore, it will be an opportune time for the District to implement a universal, non-proprietary SCADA system that can be serviced by any one of several qualified technicians residing throughout the north state.

Modern water systems utilize SCADA infrastructure to, 1) maintain compliance with State regulations, 2) improve system efficiency by controlling water loss and limiting power consumption, 3) generate a database of operational data that can be used to optimize system operations and plan for future capital improvements, and 4) increase responsiveness when problems occur. As such, it is recommended the District implement a system-wide SCADA system that incorporates the following elements:

1. New radio telemetry units (RTU's) at the following locations:
 - a. Fall River Mills Tanks
 - b. McArthur Well No. 1
 - c. New McArthur Well No. 2
 - d. New Fall River Mills Well No. 1
 - e. Fall River Mills Well No. 2
 - f. Country Club Booster Pump Station
 - g. Proposed Supervisory Valve (Conversion of existing PRV)
 - h. New Computer Control Station (CCS) at District Office
 - i. New tablets for field Operations Staff
2. New Computer Control Station (CCS) at District Office.
3. System alarming and call-out protocols.
4. Intrusion alarms at all wells.
5. New tablets for remote monitoring and control by field operations staff.
6. New SCADA software and programming.

A modern SCADA system will allow District operations staff to monitor and control water system components, such as tank levels, well operation status, etc. from a central CCS or remote device. It will incorporate a historian feature that saves past operational data for use in generating required reports to DDW.

Advanced Metering Infrastructure (AMI) Water Meters: Many water agencies have moved to or are in the process of moving to AMI or automatic meter read (AMR) water metering. Not only do AMI/AMR meters provide more accurate water measurement, but they also allow District staff to spend less time reading meters and more time monitoring, maintaining, and operating the water system. In addition, AMI/AMR meters are an advantage in mountainous climates because meters can still be read during presence of snow and ice, which would benefit the District during the winter months. Further, AMI metering technology provides the benefit of real-time leak detection and water use data to the District and well as the end user. Such features promote water conservation which is a significant advantage in the semi-arid Fall River Valley.

Old Steel Water Main Replacement: The 2014 WMP identified approximately 5,000 feet of old spiral-wound, riveted steel water mains that have reached or exceeded their useful lives and/or been the source of leaks and water loss in recent years. These water mains are graphically shown on Figure 2 and briefly summarized below:

1. Replace parallel 10- and 4-inch water lines with a single 10-inch main on Long Street and Bridge Street (from U.S. Highway 299 to Bridge Street river crossing).
2. Replace parallel 8- and 2-inch water lines with a single 8-inch main on Long Street (north of U.S. Highway 299).
3. Replace existing water line with a new 8-inch main on the west side of U.S. Highway 299 from 5th Street to Reynolds Road.
4. Replace existing water line with a new 10-inch main on the east side of U.S Highway 299 from Water Street to Reynolds Road.
5. Replace existing water line with a new 10-inch main on the north side of U.S. Highway 299 from the bridge crossing to Curve Street and extending along Curve Street to 3rd Street.

6. Replace existing water line with a new 10-inch on the east side of U.S. Highway 299 extending north from Reynolds Road.

It is recommended these pipelines be replaced with new modern pipe materials (PVC or ductile iron), including new service pipelines, isolation valves, and fire hydrants. The attachments contain a Leak Repair Log along with photos of leaks encountered and repaired in 2021. All leaks occurred on the District's old steel 8- and 10-inch piping. Estimated leakage rates were documented by District staff.

The estimated combined leakage was 60,000 to 90,000 gallons per day. In most cases leaks occurred for multiple days before District staff could mobilize materials and equipment to repair the leaks. The average daily demand (ADD) in Fall River Mills is about 100 gallons per minute (GPM). Therefore, a 20 GPM leak represents about 20% of the ADD for the entire Fall River Mills service area.

Highway 299 East Water Service Feasibility Study: The Pine Grove Mobile Home Park (PGMHP) is located about 0.5 miles east of McArthur along U.S. Highway 299. Recently, Shasta County Environmental Health Division reached out to University Enterprises, Inc. (UEI) for a Technical Assistance (TA) grant to update the District's previous study to extend water service to PGMHP, including providing design services, environmental and permitting, right-of-way acquisition, and final construction funding application to consolidate PGMHP to FRVCSD. According to Shasta County, the PGMHP water supply contains elevated concentrations of iron and manganese. Potential connection to PGMHP is being addressed as part of the TA UEI grant. No work, regarding the consolidation of PGMHP with FRVCSD, is included in the proposed scope of this planning grant.

However, there are approximately forty (40) properties residing along both sides of U.S. Highway 299 to the east of PGMHP that potentially contain elevated levels of nitrate in their wells, presumably due to agricultural operations on both sides of the highway. There is currently no water quality data to substantiate degraded water quality. Therefore, it is proposed a feasibility study be conducted that consists of taking a statistically significant number of water samples from existing wells and analyzing against current groundwater quality requirements. Depending on findings, improvements to FRVCSD's infrastructure will be determined to serve these properties.

Pipe Replacement Across Pit River Bridge: Shasta County is in the early planning and design phases of replacing the Cassel Fall River Road bridge across the Pit River. As a result of recent discussions with Shasta County, the District's existing water main traversing the bridge post-dates construction of the current bridge. Therefore, Shasta County has informed the District they are financially responsible for the cost to install the replacement pipeline across the new bridge. As such, the District is seeking funding to pay for these improvements.

Summary of Recommended Improvements: Based on preliminary water system analysis and records review, the following water system improvements are recommended:

1. Construct improvements at McArthur Well No. 1 that will not be funded under the current DWR grant.
2. Construct improvements to Fall River Mills Well No.1 that will not be funded under the current DWR grant.

3. Construct new McArthur Well No. 2.
4. Fall River Mills No. 2 Piping Improvements.
5. Construct a new 250,000-gallon elevated storage tank in McArthur.
6. System-wide SCADA Improvements.
7. System-wide AMI water meters.
8. Replace approximately 5,000 feet of old steel water mains.
9. Highway 299 – East Water Service Feasibility Study.
10. Pit River Bridge water main replacement.

Purpose: The proposed project consists of planning and design for a new elevated steel tank in McArthur; improvements to McArthur Well No. 1; improvements to Fall River Mills Well No. 1; construction of new McArthur Well No. 2; Fall River Well No. 2 piping modifications near existing Fall River Mills Tanks; Country Club Booster Pump Station Improvements; feasibility study to extend water service to properties along U.S. Highway 299, east of McArthur; old steel pipeline replacement in Fall River Mills, including new services, isolation valves, and fire hydrants; SCADA Improvements; new AMI water meters; GIS Database; and Pit River Bridge pipeline replacement.

Table 1. Scope of Work.

TASK	DESCRIPTION
1	<p>DWSRF Planning Grant Application and Funding Coordination <i>Deliverables: Drinking Water Grant Application, Progress Reports, Disbursement Requests</i></p>
2	<p>Surveying, Mapping, and GIS Database of Water Assets</p> <ul style="list-style-type: none"> a) Conduct field topographic and property surveys at proposed elevated tank site, existing Fall River Mills tanks site, and detailed “strip” topographic surveys along proposed steel pipeline replacement corridors b) Prepare mapping and property boundaries c) Drone surveys along existing water infrastructure corridors d) GIS database preparation <p><i>Deliverables: None. (Incorporated into 90% Plans and Specifications)</i></p>
3	<p>DWSRF Project Engineering Report</p> <ul style="list-style-type: none"> a) Technical Memo for Highway 299 East Feasibility Study b) Submit Draft Engineering Report to State Water Board for review and approval. c) Prepare Final Project Engineering Report, including an engineer’s estimate, and addressing all comments from the State Water Board <p><i>Deliverables: Technical Memo, Draft Engineering Report; Final Engineering Report</i></p>
4	<p>Environmental Documentation</p> <ul style="list-style-type: none"> a) Review project for possible CEQA Exemptions. b) Prepare CEQA Documents for selected construction project to ensure compliance with CEQA and other State and Federal environmental requirements. c) Submit draft CEQA Documents to State Water Board for review and approval. d) Prepare final CEQA documents, incorporating comments from the State Water Board <p><i>Deliverables: Draft Environmental Documents; Final Environmental Documents</i></p>
5	<p>Geotechnical Evaluation</p> <ul style="list-style-type: none"> a) Conduct a geotechnical investigation for the purpose of establishing soil characteristics for designing the elevated tank and McArthur Well No. 2 building foundation. b) Prepare a geotechnical report. <p><i>Deliverable: Geotechnical Report</i></p>
6	<p>Site and Easement Acquisition</p> <ul style="list-style-type: none"> a) Acquire site and easements. Work includes:

	<ul style="list-style-type: none"> a. Legal description preparation; b. Property appraisals; and c. Negotiation and acquisition services. <p>Note: Actual purchase cost is ONLY reimbursable under DWSRF Construction Funds. The budget does not contain actual purchase costs for easements or infrastructure sites.</p> <p><i>Deliverable: Well Site, Tank Site, and Easement Acquisition (if necessary)</i></p>
7	<p>90% Plans and Specifications</p> <ul style="list-style-type: none"> a) Conduct 90% design of selected construction project b) Develop the draft bid documents, plans and specifications (60%), and detailed cost breakdown for the selected construction project. c) Submit draft plans and specifications to State Water Board for review and approval. d) Prepare and submit 90% plans and specifications and bid documents incorporating relevant comments from State Water Board for final approval. <p><i>Deliverables: Draft Plans, Specifications & Bid Documents (60%); Final Plans, Specifications & Bid Documents (90%)</i></p>

Table 2. Planning Schedule. **(Based on DWSRF Planning Grant Agreement by October 31, 2023)**

TASK	DELIVERABLE	ESTIMATED DUE DATE
1	<p>DWSRF Planning Grant and Application and Funding Coordination</p> <ul style="list-style-type: none"> • Drinking Water Planning Grant Application • Progress Reports • Disbursement Requests 	Provided throughout project
2	Surveying, Mapping & GIS Database of Water Assets	N/A
3	<p>DWSRF Project Engineering Report</p> <ul style="list-style-type: none"> • Technical Memorandum-Highway 299 Feasibility • Draft Project Engineering Report • Final Project Engineering Report 	<p>March 31, 2024 May 31, 2024 August 31, 2024</p>
4	<p>Environmental Documentation and Permitting</p> <ul style="list-style-type: none"> • Draft Environmental Documents • Final Environmental Documents and Permits 	<p>June 30, 2024 September 30, 2024</p>
5	<p>Geotechnical Evaluation</p> <ul style="list-style-type: none"> • Geotechnical Report 	April 30, 2024

EXHIBIT B – FUNDING PROVISIONS

B.1 ESTIMATED REASONABLE COST AND PROJECT FUNDS.

The estimated reasonable cost of the total Project is set forth on the Cover Page of this Agreement and is greater than or equal to the funding anticipated to be provided by the State Water Board under this Agreement. Subject to the terms of this Agreement, the State Water Board agrees to provide Project Funds not to exceed the amount of the Project Funding Amount set forth on the Cover Page of this Agreement.

B.2 RECIPIENT CONTRIBUTIONS.

The Recipient must pay any and all costs connected with the Project including, without limitation, any and all Project Costs. If the Project Funds are not sufficient to pay the Project Costs in full, the Recipient must nonetheless complete the Project and pay that portion of the Project Costs in excess of available Project Funds and shall not be entitled to any reimbursement therefor from the State Water Board.

The loan component of this Agreement is forgiven. The estimated amount of principal that will be due to the State Water Board from the Recipient under this Agreement is Zero dollars and no cents (\$0.00).

If the Recipient recovers funds from any responsible parties, the Recipient shall immediately notify the Division. The amount of this Agreement may be reduced to reflect the recovered funds.

B.3 VERIFIABLE DATA.

Upon request by the Division, the Recipient must submit verifiable data to support deliverables specified in the Scope of Work. The Recipient’s failure to comply with this requirement may be construed as a material breach of this Agreement.

B.4 BUDGET COSTS.

Budget costs are contained in the Summary Project Cost Table below:

ITEM	DESCRIPTION	TOTAL ESTIMATED COST	PROJECT FUNDING AMOUNT
1	Project Management and Administration	\$125,000	\$125,000
2	DWSRF Project Engineering Report	\$90,000	\$90,000
3	Geotechnical Evaluation	\$55,000	\$55,000
4	Environmental Documents	\$160,000	\$160,000
5	DWSRF Construction Application	\$45,000	\$45,000
6	Engineering Design for Selected Construction Project	\$1,541,000	\$1,541,000
	TOTAL	\$2,016,000	\$2,016,000



**EXHIBIT C
PERSON-HOUR BREAKDOWN**

Client: Fall River Valley Community Services District
 Project: Fall River Valley CSD Water System Improvements
 Date: May 8, 2024
 Job No: 2268.06

Task	Description	Managing Engr	Principal Engr/ Surv	Senior Engr/Surv	Staff Engr/Surv 3	Staff Engr/Surv 2	J. Lenaker Survey Sup	Two-Person Survey Crew	Engr/Survey Technician 3	Admin Clerk	Category Subtotal
		E7	E6/LS6	E5/LS5	E3/LS3	E2/LS2	E6/LS6	PW2M	T3	AD2	
1	Project Management and Administration										
1.1	DWSRF Planning Grant Application	50	12			16				8	\$ 19,582
1.2	DWSRF Planning Grant Application Processing Assistance	40	8	12		12				2	\$ 17,488
1.3	Site and Right-of-Way Acquisition (Five Sites)	6	12	8	10		12	24		16	\$ 23,826
1.4	Title Report Acquisition				5 reports @ \$1,000/EA, plus 10% mark-up						\$ 5,500
1.5	Legal Descriptions (Five Sites)	2	2	4			40			16	\$ 13,230
1.6	Right-of-Way Acquisition Consultant & Appraisals (Five Sites)				5 Appraisals and Negotiations @ \$5,000/EA, plus 10% mark-up						\$ 27,500
1.7	Project Progress Reports and Assistance with Disbursement Requests	2			6					8	\$ 2,318
1.8	Ongoing Project Coordination/Management and QA/QC	8	10		12						\$ 6,792
	Project Management and Administration Subtotal:	108	44	24	28	28	52	24	0	50	\$ 116,236
											(Note 1) USE \$116,212
2	Project Engineering Report										
2.1	Draft Engineering Report	32	16	8	40	32				24	\$ 29,168
2.2	Incorporate Comments on Draft Engineering Report	8	16	8	16						\$ 10,840
2.3	Final Engineering Report	16	8	4	24	12				16	\$ 14,972
2.4	Draft E. Highway 299 Water Service Feasibility	32	12	8	32	16				18	\$ 23,420
2.5	Incorporate Comments on Draft E. Highway 299 Water Service Feas.	4	8		8						\$ 4,508
2.6	Final E. Highway 299 Water Service Feasibility Report	8	4	4	12					12	\$ 7,248
	Project Engineering Report Subtotal:	100	64	32	132	60	0	0	0	70	\$ 90,156
											USE \$90,000
3	Geotechnical Evaluation										
3.1	Preliminary foundation evaluation with Elevated Tank MFR	2	2		4						\$ 1,758
3.2	Geotechnical Evaluation - Base Cost				By KC Engineering/MTI						\$ 36,904
3.3	Geotechnical Support				By KC Engineering/MTI, Assumes 12 hours at \$205/hour						\$ 2,460
3.4	PACE Mark-up on KC Engineering Services				PACE Markup on (\$36,904+\$2,460=\$39,364) @ 10%						\$ 3,936
3.5	Project Management and Coordination	16	8		21						\$ 10,056
	Geotechnical Evaluation Subtotal:	18	10	0	25	0	0	0	0	0	\$ 55,114
											USE \$55,000
4	Environmental Documentation										
4.1	Environmental Documentation				By Enplan @ \$130,000, plus 10% mark-up						\$ 143,000
4.2	Project Management and Coordination	20	2	50							\$ 17,156
	Environmental Documentation Subtotal:	20	2	50	0	0	0	0	0	0	\$ 160,156
											USE \$160,000
5	DWSRF Construction Application										
5.1	Compile Existing Facility Documents	16		8	45						\$ 14,312
5.2	DWSRF TMF Assessment	16		16	40					12	\$ 16,248
5.3	Prepare DWSRF Construction Funding Application	16	8		24					12	\$ 11,640
5.4	Compile Application Documents and Upload to FAAST	4			10						\$ 2,892
	DWSRF Construction Application Subtotal:	52	8	24	119	0	0	0	0	24	\$ 45,092
											USE \$45,000
6	Engineering Design for Selected Construction Project										
6.1	Surveying and Mapping	18	36		42		40	120	80		\$ 100,070
6.2	GIS Database	4	8	8	30				80		\$ 22,860
6.3	Civil Design-60%	6	16	24	45					10	\$ 20,158
6.4	Civil Design-90%	2	8	12	22					6	\$ 9,810
6.5	Structural Design-60%	16	50	120	85	180			160	10	\$ 116,568
6.6	Structural Design-90%	8	30	80	20	80			80	6	\$ 58,300
6.7	Electrical Design-60%	16	60	120	200	240			200	16	\$ 157,344
6.8	Electrical Design-90%	8	30	75	120	160			100	8	\$ 92,692
6.9	I/C Design-60%	12	40	100	180	160			180	16	\$ 126,132
6.10	I/C Design-90%	8	25	60	100	100			100	8	\$ 73,972
6.11	Mechanical Design-60%	4	8	20	50				60	10	\$ 27,016
6.12	Mechanical Design-90%	3	6	12	35				40	6	\$ 18,209
6.13	Water Design-60%	230	125	300	450	485			400	30	\$ 391,575
6.14	Water Design-90%	180	80	240	300	320			300	22	\$ 281,152
	Engineering Design for Selected Construction Project Subtotal:	515	522	1171	1679	1725	40	120	1780	148	\$ 1,495,858
											(Note 2) USE \$1,495,757
	Total Person-Hours:	813	650	1301	1983	1813	92	144	1780	292	8,868
	Labor Cost Per Hour:	\$ 263	\$ 248	\$ 228	\$ 184	\$ 173	\$ 248	\$ 469	\$ 156	\$ 86	N/A
	Labor Cost Per Classification:	\$ 213,819	\$ 161,200	\$ 296,628	\$ 364,872	\$ 313,649	\$ 22,816	\$ 67,536	\$ 277,680	\$ 25,112	
											TOTAL FEE, USE \$1,961,882

NOTES:

- The District has \$8,788 budgeted for their efforts to prepare monthly disbursement requests and other grant administration activities. Therefore, of the \$125,000 budgeted amount in the grant agreement, \$116,212 is left for PACE activities.
- The District has \$45,330 budgeted for utility locating and potholing efforts associated with Task 6, GIS Database and Water Design. Therefore of the \$1,541,000 budget amount in the grant agreement, \$1,495,757 is remaining for PACE design.

EXHIBIT D

Fall River Valley Community Services District DWSRF Planning Grant - District Labor and Equipment Costs WATER SYSTEM IMPROVEMENTS PROJECT

Administrative Costs

DWSRF Task	Description	QTY	Units	Hrs/Unit	Hrly Rate ¹	Total Cost
1	Disbursement Request Processing	18	EA	10	\$48.82	\$8,788

Field Crew Costs

6	Potholing and Existing Utility Locating	10	Days	8	\$101.44	\$8,115
	Vacuum Potholing Machine ²	0.5	Month	1	\$13,990.00	<u>\$6,995</u>
Subtotal Utility Locate for Design:						\$15,110
6	Potholing and Existing Utility Locating	20	Days	8	\$101.44	\$16,230
	Vacuum Potholing Machine ²	1	Month	1	\$13,990.00	<u>\$13,990</u>
Subtotal Utility Locate for GIS Database:						\$30,220
TOTAL DISTRICT COSTS:						\$54,118

Notes:

1. Rate reflects 5% inflationary increase. Field Crew Rate based on two-man crew.
2. Based on published monthly rental rate for Ditch Witch HX50 w/ 800-Gal debris tub from Rent1 Equipment Rentals.

EXHIBIT E

ENPLAN

BD-06
April 26, 2024

Paul Reuter, P.E.
PACE Engineering, Inc.
5155 Venture Parkway
Redding, CA 96002

SUBJECT: Proposal to Prepare Environmental Documentation for the Fall River Valley Community Services District Water System Improvements Project

In response to your request, ENPLAN is pleased to provide you with a work scope and cost estimate to provide environmental consulting services for the proposed Fall River Valley Community Services District (FRVCSO or District) Water System Improvements Project. All improvements are located in the unincorporated communities of Fall River Mills and McArthur in Shasta County.

Funding for the project would be through the State Water Resources Control Board (SWRCB) Drinking Water State Revolving Fund (DWSRF). The FRVCSO is identified in the DWSRF Fiscal Year 2023-24 Intended Use Plan¹ as a Severely Disadvantaged Community (SDAC); therefore, federal cross-cutter requirements do not apply to the proposed project.

Based on preliminary review, we anticipate that California Environmental Quality Act (CEQA) compliance will be met through preparation of an Initial Study and adoption of a Mitigated Negative Declaration (IS/MND) by the District. The District will be the CEQA lead agency for the project.

The purpose of the project is to increase District-wide storage, improve fire flows, replace aging infrastructure, and provide water supply reliability and resilience. The District currently has various water system improvement projects proposed or in progress; this project addresses the remaining water system needs, including components not funded by existing District projects.

This proposal is based on PACE's April 8, 2024, Project Scope of Work. In addition to new improvements, PACE's Scope of Work identifies the following activities for which CEQA review has already been completed and activities for which no CEQA review is required at this time.

McArthur Well No. 1:

PACE identifies replacing the metal roof, roof framing, and metal siding on the existing well building and installing supplemental ventilation inside of the existing building as needed improvements. These improvements were included in the CEQA Notice of Exemption for the McArthur Well No. 1 Project (State Clearinghouse [SCH] No. 20242023080278)²; therefore, no additional CEQA review is required.

Cassel-Fall River Road Bridge Waterline:

The County is in the engineering design phase for the Cassel-Fall River Road Bridge Replacement Project. The County recently informed the District that the District is financially responsible for the cost to replace the waterline on the bridge. The County is pursuing Community Development Block Grant (CDBG) funding for the waterline; however, CDBG funding is not guaranteed and the District may need to obtain funding on their own to complete the pipe replacement.

¹ California Water Resources Control Board. Drinking Water State Revolving Fund Program and Complimentary Programs, Intended Use Plan, State Fiscal Year 2023-24.
https://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/docs/2023/2023-24-dwsrf-iup.pdf

² California Office of Planning and Research, State Clearinghouse. Fall River Valley Community Services District McArthur Well No. 1 Improvements. https://files.ceganet.opr.ca.gov/290195-1/attachment/IJsFhjo5CfA8bLjsFEw_iS6cKk_fwHEH54xHcKXbHUg_y8P9wsZPDvii1KERMr-8vFgF6pP0BI8p5J-t0

EXHIBIT E

An Initial Study (IS) was completed by ENPLAN for the Cassel-Fall River Road Bridge Replacement Project, and a Mitigated Negative Declaration (MND) was adopted by Shasta County on July 17, 2018 (SCH No. 2018052047)³. The IS/MND addressed all improvements associated with the bridge replacement project, including relocating the existing waterline to the new bridge. Typically, no additional CEQA review would be required for this waterline improvement.

However, in accordance with the State Environmental Review Process for the DWSRF Program, re-evaluation of a proposed project or activity for which an environmental document was adopted more than five years prior to the approval of financing is required. If the applicant determines that the project has not changed, documentation must be prepared affirming that the previously prepared environmental documentation still applies to the project. DWSRF Environmental Review Staff will review the previously prepared environmental documents and determine whether the environmental documents and decision remain appropriate. Our work scope includes review of and preparation of documentation reaffirming the previous environmental determination for the project.

Highway 299 East Water Service Feasibility Study:

The District proposes completing a feasibility study for ~40 properties in McArthur that potentially contain elevated levels of nitrate in their well water. The properties are located in McArthur along both sides of State Route 299 and Lewis Road, and along the south side of Williams Road. The feasibility study would consist of obtaining water samples from existing wells and analyzing the samples against current groundwater quality requirements. Depending on the results of water quality testing, the District would complete a subsequent study to identify improvements needed to connect these properties to the FRVCSD water system, and we would provide a work scope and cost estimate to complete environmental documentation for those improvements at that time.

The improvements that will be addressed in the IS/MND for the FRVCSD Water System Improvements Project include the following. We understand that the extent and location of the proposed improvements may be modified as the engineering design progresses.

- Constructing improvements associated with the proposed Fall River Mills Well No. 1, including site grading and fencing, a solar array, and a sound wall for the proposed emergency generator.
- Completing improvements to the existing Fall River Mills Well No. 2, including rerouting the existing piping so that water from the well is conveyed into the existing storage tanks rather than directly into the distribution system. This could allow the well to utilize mixing in the storage tanks to dilute existing manganese concentrations to acceptable levels and possibly render the well more useful as a back-up water supply. The piping modifications could also provide an access point for chlorine or other disinfectants. Improvements would include installing a new 4-inch water main from the existing well discharge pipe to the existing 8-inch water main that connects to the existing water storage tank.
- Constructing a new water supply well (to be referred to as McArthur Well No. 2) near the existing McArthur Well No. 1. The improvements would include drilling a new well, grading and associated site work, and installing a new well building, pumps and motors, piping, and instrumentation and controls.
- Constructing a new 250,000-gallon elevated water storage tank in McArthur on Shasta County Assessor's Parcel Number (APN) 032-050-006, located generally south of State Route 299, west of Oak Street.
- Installing supervisory control and data acquisition (SCADA) system components throughout the District's water system to allow staff to monitor and control water system components from the Computer Control Station at the District Office or from remote devices.

³ California Office of Planning and Research, State Clearinghouse. Cassel-Fall River Road Bridge Replacement. <https://ceqanet.opr.ca.gov/2018052047/2>.

EXHIBIT E

- Replacing ~492 water meters with Advanced Metering Infrastructure (AMI) or Automatic Meter Read (AMR) water meters throughout the District's service area. This may necessitate replacement or installation of meter boxes.
- Replacing ~5,000 feet of old steel waterlines with new 8-inch and 10-inch PVC or ductile iron waterlines, and replacing isolation valves and fire hydrants. Existing water services would be reconnected to the new waterlines.
- Decommissioning the existing exterior hydropneumatic tank at the Country Club Booster Pump Station and installing a new, small hydropneumatic tank outside of the existing building; installing variable frequency drives (VFDs) for each existing pump inside the building; and installing a new control panel and a new emergency standby generator inside of the building.

TECHNICAL STUDIES

For the site-specific studies, we will work closely with PACE and District staff to determine appropriate study limits for our field evaluations. The study area for each technical study will include all areas in which improvements would occur, as well as sufficient area for construction. Temporary construction access roads and areas used for staging will also be analyzed to identify potential impacts. We will consult with state and federal regulatory agencies as necessary during preparation of the technical studies.

Biological Studies

ENPLAN will complete biological studies in general accordance with current agency standards to document the presence, potential presence, or absence of special-status species, as outlined below. Based on our prior work in the area, we expect that the parcel proposed for the elevated storage tank (APN 032-050-006) has a very high potential to contain wetlands. Not only will this trigger the need for a delineation report, but the wetlands would have a moderate to high potential to support special-status plant species. Therefore, multiple field visits will be needed.

Pre-field Research. ENPLAN will review available records prior to initiating fieldwork in order to obtain information on special-status species that may be present in the project area. Records reviewed will include those maintained by the U.S. Fish and Wildlife Service, National Marine Fisheries Service, California Department of Fish and Wildlife (CDFW), and California Native Plant Society. Records that may be checked for additional plant and animal data include the CalFlora, CalHerps, PISCES, and eBird databases, as well as our in-house records for the project area.

Botanical Field Surveys. ENPLAN will conduct botanical field surveys to document the presence/absence of special-status plants that could occur in the project area. The blooming period for special-status plants known to occur in the area spans from late April through September; therefore, our work scope includes at least two botanical survey visits to span the blooming period. If special-status plants are observed, the populations will be mapped and appropriate data forms will be prepared and submitted.

Wildlife Field Survey. A general wildlife survey will be undertaken, with an emphasis on evaluating the suitability of the on-site habitat types to support special-status animal species. A list of wildlife species observed in the field will be prepared. Occurrences of special-status wildlife populations or important habitats for special-status wildlife will be documented. Completion of species-specific surveys, if required by reviewing agencies, would be undertaken under a separate authorization.

Reporting. The results of the records search and field studies will be incorporated into the IS/MND. Maps, photographs, data forms, species lists, and other supporting information will be included.

Aquatic Resources Delineation

Wetlands and other waters of the U.S. and State are known to occur in the general area and may be present in the project sites. Our work scope for aquatic resources includes the following tasks:

Pre-field Research. ENPLAN will review soil survey data, lists of hydric soils, National Wetlands Inventory maps, precipitation data, and other available data as appropriate.

EXHIBIT E

Field Delineation. ENPLAN will conduct a field evaluation to document the presence/absence of waters of the U.S. and State, including non-wetland riparian habitats that may be subject to CDFW jurisdiction. We will flag the boundaries of all streams, ditches, and wetlands in the study area and obtain coordinates of the boundaries using a GPS unit with sub-meter accuracy.

Acreege Calculations. We will determine the extent of wetlands and other waters of the U.S. and State present in the study area. Acreege calculations will be based on the GPS data and field measurements. Electronic files of the jurisdictional boundaries will be provided to PACE in AutoCAD or ESRI format.

Report Preparation. If necessary, we will prepare a technical report for submittal to the U.S. Army Corps of Engineers (USACE). The report will describe our study methods and results. Wetland data forms, stream data forms, representative photographs, and delineation maps will be included. After approval by PACE and the District, we will submit the report to the USACE along with a request for a preliminary jurisdictional determination.

Cultural Resources

ENPLAN will prepare a cultural resources study that meets the requirements of both CEQA and Section 106 of the National Historic Preservation Act. Section 106 compliance will in turn ensure compliance with any federal permits that may be required for the project (e.g., USACE Section 404 permit). The cultural resources study will be conducted in accordance with the following scope:

Records Search. ENPLAN will conduct a cultural resources records search at the Northeast Information Center of the California Historical Resources Information System at California State University, Chico (NEIC/CHRIS) and review Government Land Office (GLO) records as appropriate.

Agency and Tribal Contacts. We will contact the Native American Heritage Commission (NAHC) for information relating to previously recorded Traditional Cultural Properties or sacred sites in the study area, and to obtain a listing of local Native Americans who may have knowledge of the area. We will then contact the Tribes identified by the NAHC. It is our understanding that formal tribal cultural resources consultation in accordance with Assembly Bill 52 of 2014 will be conducted by District staff.

Field Survey. We will conduct a general-level pedestrian field survey of the study area. All observed cultural resources will be noted and GPS coordinates taken. If cultural resources have been previously recorded within the study area, we will attempt to locate the sites.

Report Preparation. We will prepare a cultural resources study report outlining the project description, context, study methods, results, and our recommendations. After final review by PACE and District staff, we will submit the final report to the funding agencies and NEIC/CHRIS. Results of the cultural resource study will be summarized in the IS/MND.

CEQA DOCUMENTATION

ENPLAN will prepare a draft Initial Study/Mitigated Negative Declaration (IS/MND) in accordance with CEQA and the CEQA Guidelines. Direct, indirect, and cumulative impacts will be analyzed. ENPLAN will prepare the Notice of Availability/Intent to Adopt the MND and assist District staff in publishing the notice in the local newspaper and submitting the CEQA documentation to the State Clearinghouse through CEQASubmit.

Upon close of the 30-day review period, we will prepare written responses to public and agency comments and a Mitigation Monitoring and Reporting Program (MMRP) to submit to the District. Upon approval of the MND and MMRP, we will prepare a Notice of Determination for submittal to the State Clearinghouse and Shasta County Clerk.

DWSRF DOCUMENTATION

As noted above, if Shasta County is unable to secure funding to replace the District's waterline on the Cassel-Fall River Road Bridge, the District will pursue DWSRF funding. Based on our knowledge of the

EXHIBIT E

project area and level of previous environmental review conducted for the bridge replacement project, we do not anticipate that DWSRF will require additional studies. Our work scope includes reviewing the IS/MND and associated environmental documentation for the Cassel-Fall River Road Bridge Replacement Project and preparing a letter report affirming that the previously prepared environmental documentation still applies to the project.

The SWRCB identifies the project area as a SDAC; therefore, federal cross-cutter requirements do not apply to the proposed project. Our work scope includes completion of the DWSRF Environmental Package form and coordination with DWSRF staff through to approval of the funding application.

PROJECT COORDINATION AND MEETINGS

ENPLAN will consult with applicable public agencies as needed regarding specific requirements for technical studies. We will also participate in project meetings and conference calls with the project team as necessary.

We propose to complete the tasks described above on a time and materials basis for an estimated cost of \$130,000; our anticipated cost allocation is shown on the attached spreadsheet. Our cost estimate does not include preparation of resource agency permits or mitigation costs. If additional studies and consultation are determined to be necessary, we will provide a separate cost estimate at that time.

Please contact me at **530.221.0440, ext. 7112**, or cthompson@enplan.com if you have any questions regarding our proposal or to authorize work.

Sincerely,



Carla L. Thompson, AICP
Senior Environmental Planner

Enclosure: Cost Estimate

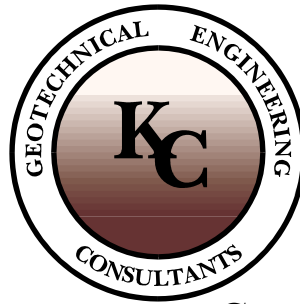
EXHIBIT E

Fall River Valley Community Services District Water System Improvements Project Cost Estimate

		ENPLAN								Subtotal	Direct Cost (\$)	TOTAL COSTS (\$)
TASK/UNIT	Employee -->	Env. Service Manager	Senior Env. Planner	Env. Planner IV	Env. Scientist III	Principal Investigator / Archaeology	Archaeologist II	GIS Technician	Production Manager			
	Rate/ Hr. --->	220	165	105	120	160	130	150	80			
Technical Studies												
Biological Studies (Botanical and Wildlife)	(hr)	24	-	12	46	-	-	8	-			
	(\$)	5,280	-	1,260	5,520	-	-	1,200	-	13,260	400	13,660
Aquatic Resources Assessment	(hr)	36	-	-	40	-	-	12	-			
	(\$)	7,920	-	-	4,800	-	-	1,800	-	14,520	400	14,920
Cultural Resources Assessment	(hr)	4	-	12	-	24	60	8	-			
	(\$)	880	-	1,260	-	3,840	7,800	1,200	-	14,980	1,000	15,980
Subtotal Hours		64	-	24	86	24	60	28	-			
Subtotal Costs		14,080	-	2,520	10,320	3,840	7,800	4,200	-	42,760	1,800	44,560
CEQA Environmental Review												
Draft Initial Study and Mitigated Negative Declaration (IS/MND)	(hr)	16	100	200	-	-	-	24	8			
	(\$)	3,520	16,500	21,000	-	-	-	3,600	640	45,260		45,260
Prepare NOA/NOI, State Clearinghouse forms; submit environmental documents through CEQASubmit	(hr)	-	2	14	-	-	-	-	-			
	(\$)	-	330	1,470	-	-	-	-	-	1,800		1,800
Prepare Responses to Comments	(hr)	8	32	12	-	-	-	-	-			
	(\$)	1,760	5,280	1,260	-	-	-	-	-	8,300		8,300
Prepare Mitigation Monitoring and Reporting Program	(hr)	2	4	8	-	-	-	-	-			
	(\$)	440	660	840	-	-	-	-	-	1,940		1,940
Board Meeting Coordination, Preparation, and Attendance	(hr)	-	8	2	-	-	-	-	-			
	(\$)	-	1,320	210	-	-	-	-	-	1,530	100	1,630
Prepare Notice of Determination	(hr)	-	-	4	-	-	-	-	-			
	(\$)	-	-	420	-	-	-	-	-	420		420
Subtotal Hours		26	146	240	-	-	-	24	8			
Subtotal Costs		5,720	24,090	25,200	-	-	-	3,600	640	59,250	100	59,350
NEPA Environmental Review (SRF Funding)												
Prepare State Revolving Fund (SRF) Environmental Package	(hr)	-	2	16	-	-	-	-	-			
	(\$)	-	330	1,680	-	-	-	-	-	2,010		2,010
Prepare Documentation Reaffirming Environmental Determination for the Cassel-Fall River Road Bridge Project	(hr)	2	24	-	8	-	8	-	-			
	(\$)	440	3,960	-	960	-	1,040	-	-	6,400		6,400
Provide Follow-Up Consultation	(hr)	8	8	-	-	8	-	-	-			
	(\$)	1,760	1,320	-	-	1,280	-	-	-	4,360		4,360
Subtotal Hours		10	34	16	8	8	8	-	-			
Subtotal Costs		2,200	5,610	1,680	960	1,280	1,040	-	-	12,770	-	12,770
Project Team Support												
Project Coordination/Management	(hrs)	18	18	18	18	-	18	-	-			
	(\$)	3,960	2,970	1,890	2,160	-	2,340	-	-	13,320		13,320
Subtotal Hours		18	18	18	18	-	18	-	-			
Subtotal Costs		3,960	2,970	1,890	2,160	-	2,340	-	-	13,320	-	13,320
Total Hours		118	198	298	112	32	86	52	8			
Total Costs		25,960	32,670	31,290	13,440	5,120	11,180	7,800	640	128,100	1,900	130,000

Reimbursables expenses incurred for dataset acquisition, field supplies, document reproduction, shipping, food and lodging are billed at direct cost. Vehicle costs are based on the current federal rate. Specialists contracted on behalf of client by ENPLAN to carry out specific project-related tasks are billed at direct cost. All other operational and incidental expenses are covered under the labor rates indicated.

865 Cotting Lane, Suite A
Vacaville, California 95688
(707) 447-4025, fax 447-4143



8798 Airport Road
Redding, California 96002
(530) 222-0832, fax 222-1611

KC ENGINEERING COMPANY
A SUBSIDIARY OF MATERIALS TESTING, INC.
www.mti-kcgeotech.com

Proposal No. Fall River CSD

Date: 19 April 2024

Mr. Paul Reuter
PACE Engineering
5155 Venture Parkway
Redding, CA 96002

Subject: Fall River Valley CSD Water System Improvements
McArthur, California
GEOTECHNICAL EXPLORATION SCOPE & COST ESTIMATE

Reference: Preliminary Site Plan, Figure 4 & 5
By: *PACE Engineering, Inc.*, dated: 03/12/2024

Dear Mr. Reuter:

At your request, **KC ENGINEERING COMPANY** is pleased to submit our scope and cost estimate to provide a design-level geotechnical exploration report for the proposed water system improvement project. Based on our conversation and review of referenced figures, we understand that geotechnical investigation is required for the new 250,000 gallon elevated water storage tank (43' dia. X 150' high) and new masonry well building.

The proposed water tank site is situated in a vacant lot south of State Highway 299 E and northwest of Cedar Street in McArthur, California. Topography on the lot is relatively level with native grasses and weeds. Well 2 is proposed to be situated west of the existing Well 1 located east of Lewis Road in McArthur. Topography at this site is relatively level with solar panel improvements to the west and gravel access surrounding the Well 1 building to the east. We understand that the near surface soil deposits at the elevated tank site consist of firm to hard highly expansive clay while the Well 2 site consist recent lake deposits, peat and muck. The purpose of the proposed exploration is to identify the surface and subsurface geotechnical characteristics so that appropriate CBC seismic, grading, foundation, pavements, drainage, and other recommendations can be provided in accordance with the California Building Code. The following scope of services is proposed:

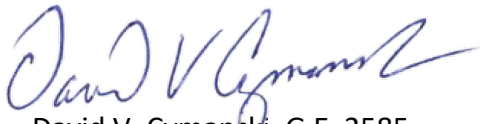
- 1) Review of Literature. A review of the available and/or published pertinent geologic and geotechnical literature concerning the project site and surrounding area.
- 2) Site Reconnaissance. This will consist of a reconnaissance by KC Engineering to observe and map surface conditions. The site will be marked for Underground Service Alert notification. It is recommended that the property owner provide a utility map and meet us on-site in addition to the USA notification to assist in identifying private utilities and to discuss access requirements for the drill rig.

- 3) Surface and Subsurface Exploration Program. This will consist of drilling 2 borings at the tank location and 1 or 2 borings at the well building site including logging and sampling of subsurface soil materials. Drilling depths up to 100 feet are anticipated for the tank location. This proposal assumes 3 days for drilling activities with mobilization separate. Mud rotary drilling methods are proposed and this proposal assumes water will be available from the existing Well 1 building location.
- 4) Laboratory Testing. A laboratory testing program of the on-site soils will be performed to determine the in-place condition of the subsurface soils and their engineering characteristics. Testing is anticipated to consist of moisture/density, sieve analysis, Atterberg Limits, strength testing, consolidation, R-value and soil corrosivity.
- 5) Analysis and Report. This phase of the exploration will consist of an evaluation and correlation of all the data accumulated and the preparation of a geotechnical report including a map of boring locations, boring logs, laboratory test results and geotechnical recommendations for 2022 CBC seismic criteria, pad and roadway grading, tank and building foundations, pavement sections, drainage, and other related design criteria.
- 6) Consultation and Plan Review. This phase consists of post-report consultation during the design phase and reviewing the civil improvement and foundation plans for conformance with the geotechnical report.

We propose to perform Items 1 through 5 services for a fee of \$36,904 including CA prevailing wages as noted in the attached table. Scheduling for the field exploration will proceed shortly after receipt of signed authorization. Our written report will be transmitted within six to eight weeks after our field investigation. With respect to Item 6, we will only invoice for consultation time as requested at a Geotechnical Engineers hourly rate of \$205/hour. At this time, we anticipate 4 to 8 hours for post-report consultation and plan reviews. Should this proposal meet with your approval, please issue your work order as authorization to proceed.

We appreciate the opportunity of proposing our services and look forward to working with you on this project. Should you have any questions relating to the contents of this proposal or should you require additional information, please contact our office at your convenience.

Reviewed by,



David V. Cymanski, G.E. 2585
Principal Engineer

Respectfully Submitted,
KC ENGINEERING COMPANY



Andrew L. King, P.E. 83139
Principal Engineer

Copies:1 via email

KCE GEOTECHNICAL COST BREAKDOWN		
Description	Fall River Valley CSD Water System Improvements	
PROJECT COORDINATION & REVIEW		
Geotechnical Engineer	4 hrs. x \$205/hr	\$820.00
Principal Engineer	6 hrs. x \$195/hr.	\$1,170.00
FIELD EXPLORATION		
Principal Engineer (USA)	4 hrs x \$195/hr.	\$780.00
Mileage	149 mi x \$0.67/mi	\$99.83
PW Drill Rig & Supplies	3 Days + Travel	\$13,500.00
Driller Lodging & Per Diem	3 nights	\$1,500.00
Principal Engineer	30 hrs x \$195/hr	\$5,850.00
Mileage	447 mi x \$0.67/mi	\$299.49
Shasta County Drill Permit	4 Borings	\$1,100.00
LABORATORY TESTING		
Density/MC	20 units x \$60/unit	\$1,200.00
Sieve Analysis	6 units x \$150/unit	\$900.00
Atterberg Limits	3 units x \$180/unit	\$540.00
Direct Shear	3 units x \$425/unit	\$1,275.00
Unconfined Compression	3 units x \$125/unit	\$375.00
Consolidation	2 units x \$350/unit	\$700.00
R-Value	2 units x \$350/unit	\$700.00
Corrosivity	2 units x \$210/unit	\$420.00
ANALYSIS & REPORT		
Principal Engineer	16 hrs. x \$195/hr.	\$3,120.00
Geotechnical Engineer	8 hrs. x \$205/hr.	\$1,640.00
Drafting	3 hrs. x \$155/hr.	\$465.00
Clerical	6 hrs. x \$75/hr.	\$450.00
	TOTAL ESTIMATE	\$36,904

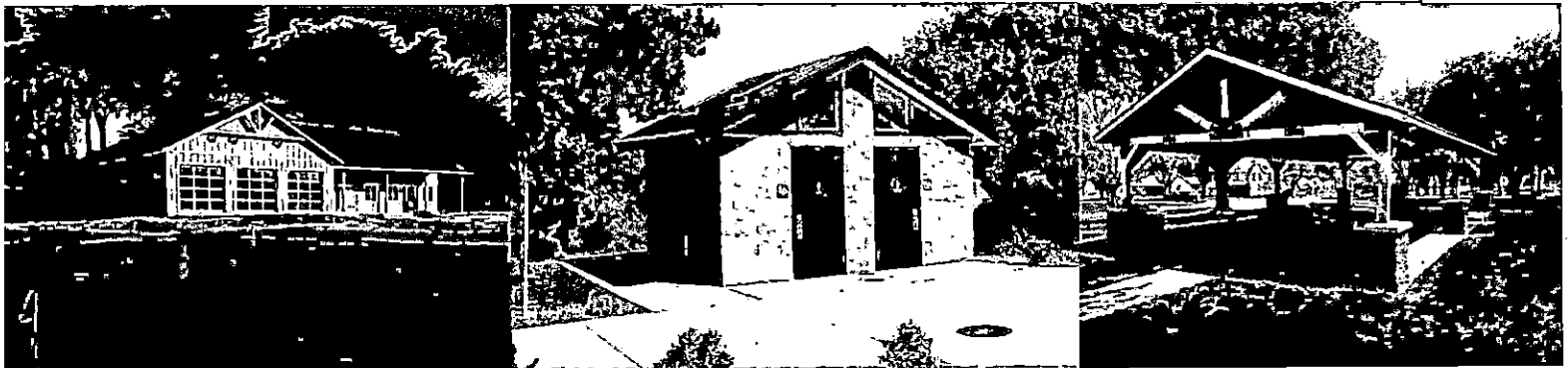
Agenda Item #3
Consider Approval of Romtec Proposal



ROMTEC

Preliminary Scope of Supply and Services
Building Supply and Installation

Project: Two Rivers Park
Location: Fall River Mills, CA
Date: 1/9/2024



OVERVIEW

The following is a detailed scope of products and services that will be included as part of the Romtec building package and installation services. Romtec's proposal includes the supply and installation of the specified building kits as defined herein (with exclusions noted below).

Romtec's proposal is for the installation of the **[Building(s) Kit(s)]** as defined herein.

See Section 3 below for the scope of supply and services supplied by others that are not supplied by Romtec.

KEY ASSUMPTIONS

Romtec's Installation Quote is based on the following:

1. **Building Construction Timeline.** Romtec's estimated installation time is XX months. Romtec's proposal is based on the requirement that the building site(s) be fully prepared and ready for Romtec to begin construction by XX/XX/XXXX. This proposal is also based on the following milestone dates:
 - a. Purchase Order executed no later than XX/XX/XXXX
 - b. Any relevant Romtec submittal document(s) approved no later than XX/XX/XXXX
 - c. Site preparation and relevant Permits completed and delivered to Romtec for review/approval no later than XX/XX/XXXX
 - d. Romtec site delivery/mobilization to begin no later than XX/XX/XXXX

Note: Any changes to this schedule caused by others or outside of Romtec's control will result in price changes.

2. **Installation assumes one mobilization.** If Romtec is required to demobilize and remobilize for any reason outside of Romtec's control, it will result in a change order and schedule adjustment.
3. Work Hours are Monday through Saturday 7:00am – 7:00pm.
4. The Romtec Proposal requires a walk through and sign off upon completion of the Installation of the Romtec Building Package. In other words, once Romtec has completed the installation work, the general contractor, owner, and/or their representatives must inspect and confirm the completed installation within a reasonable time.
5. The jobsite is semi-truck accessible.
 1. Freight quotes are valid for 30 days only, after which the price is subject to change without notice.
 2. Romtec bases its freight quote on the optimal minimum number of deliveries. If the customer elects to increase the number of deliveries, it may result in additional freight charges.
6. **Union workers NOT required for Romtec's Installation Scope.**
 1. Prevailing Wage required
 2. Compliance with Davis Bacon Act required

This scope letter will be superseded by the Romtec Scope of Supply, Design and Installation Submittal to be provided to the customer after receipt of contract.

1. Romtec Scope of Supply

1. Engineering Services

Romtec will provide engineering services per the following process outline. Romtec will provide the full Scope of Supply, Design, and Installation Submittal (SSDIS) after receipt of a signed purchase order.

1. Romtec provides the full Scope of Supply, Design, and Installation Submittal package (SSDIS)
 - a. Romtec provides the SSDIS in Romtec's standard electronic submittal format.
 - b. The SSDIS will include the building plan view and elevation drawings, product data sheets, and further details of the Romtec building. The SSDIS supersedes this preliminary scope letter.
2. Customer reviews and comments on the SSDIS
 - a. At this time, the SSDIS should also be provided for review and comment by any other relevant entities, such as an end owner, installer, electrician, utility company, etc.
 - b. The SSDIS typically does not contain final sealed plans and is NOT intended for review by the local building department (or other permitting authority) at this time.
 - c. Customer will have 45 days from purchase order date to approve the SSDIS.
3. Customer Approves the SSDIS and releases Romtec to begin production
 - a. The customer approves the SSDIS and releases Romtec to begin production by signing the Submittal Approval and Notice to Proceed on Production forms included in the SSDIS. Romtec cannot begin production without a signed NTP form.
 - b. The customer's approval of the SSDIS is approval of the general building layout and relevant products/ materials. Romtec will provide sealed plans only AFTER the SSDIS is approved.
 - c. Customer will have a maximum of ninety (90) days from the purchase order date to provide NTP. If the 90-day approval deadline is missed, Romtec reserves the right to update pricing at any time.
4. Romtec provides the Full Sealed Plan Set
 - a. After the customer has approved the SSDIS, Romtec will provide the customer with the Full Sealed Plan Set for review by the local building department (or relevant permitting authority).
 - b. The Full Sealed Plan Set will include all relevant calculations, and all architectural, mechanical, structural, electrical, and plumbing plan sheets stamped by an architect or engineer licensed in the state where the project is located.
 - c. Romtec's standard plan size is 11"x17".
5. The local building department reviews and comments on the Romtec plans
 - a. Romtec will revise and resubmit the Full Sealed Plan Set per comments from the local building department (or relevant permitting authority).
 - b. Romtec includes one revision of the Full Sealed Plan Set in response to building department comments. Any comments that result in revisions of the sealed plans may result in a price increase, especially if they affect items that are already in production.
6. The local building department approves the revised Romtec plans
 - a. Romtec will provide up to two (2) sets of the final, approved, for-construction plans.
 - b. Romtec will complete production/manufacturing of the building package per the final approved plans.
7. Romtec delivers the completed building package and mobilizes for installation
 - a. Romtec will package and palletize the completed building package, and then coordinate with the customer to deliver the package to the jobsite for construction by the Romtec installer.
 - b. Romtec Installer completes installation.
 - c. Romtec's warranty period begins.

Romtec, Inc. | 18240 North Bank Road | Roseburg, OR 97470 | 541-496-3541

Email: sales@romtec.com | www.romtec.com

2. Structure

The Romtec building package has been quoted with the specific product colors noted below. Changes to these color selections may result in a price increase. Customer to select colors from each manufacturer's specified color chart for block, roofing, steel finishes, etc.

The following items relative to the building structure will be supplied by Romtec.

1. Pre-engineered steel truss and post structure.
2. Interior floor finish will be sealed concrete.
3. Roofing materials
 - a. Steel truss structure.
 - b. 2"x6" tongue and groove decking.
 - c. Steel truss and post roof extension.
 - d. Exposed steel plates/brackets are to be powder coated **black**.
 - e. Roofing shall be Fabral, 24-gauge, Slim seam, low slope roof panels.
*Note: Roofing color shall be **Evergreen** from the manufacturer's standard color chart.*

2. Romtec Fabrication and Installation

The following are included in the fabrication and installation services for all buildings provided by Romtec:

- i. Foundation and Under-slab
 1. Equipment for excavation of foundation and slab.
 2. Installation of forming material for foundation and slab.
 3. Installation of Romtec underground utilities, including connection to the site plumbing and electrical utilities within 10' of the building (plumbing and electrical)
 4. Backfill of Romtec underground utilities.
 5. Placement of rebar.
 6. Pouring of foundation slab.
 7. 5' Apron around slab.
- ii. Roof Structure
 1. Carpenters' installation of roof framing
 2. Installation of roofing underlayment
 3. Installation of roofing system
- iii. Interior Finish
 1. Sealing of all exposed wood
- iv. Installation of all other applicable building kit components and fixtures that are supplied by Romtec (e.g. (if applicable), partitions, dispensers, ADA equipment, mirrors, diaper decks, etc.)
- v. Completion of all applicable building inspections related to Romtec's installation
- vi. Demonstration of full function and operation per approved designs and data sheets

3. Owner Responsibilities (By Others)

1. Site Preparation (All Structures)

1. Building Pad

The general contractor will be responsible for preparing the site and building pad prior to Romtec's arrival for installation work. The building pad must be level and compacted

to within 6" of the finish floor elevation before Romtec arrives. The pad must be prepared per the requirements of any available geotechnical report.

Note: Any site grading or removal and replacement of fill materials for the building pad must be completed prior to Romtec's arrival. Romtec's installation services do not include excavation beyond what is necessary for forming and pouring the concrete footings and slab.

2. Soil Disposal

Romtec is not disposing of any soils from the site.

3. Surveying and Staking

Romtec is not responsible for any site surveying or staking. Any required surveying and staking related to Romtec's work area must be completed prior to Romtec's arrival onsite.

2. Site Concrete and Landscaping (All Structures)

1. Sidewalks and Sidewalk Approaches

Romtec is excluding the supply and installation of all sidewalks and sidewalk approaches.

2. Landscaping

Romtec is excluding the supply and installation of any landscaping.

3. General Exceptions/Exclusions

1. Unless otherwise stated, Romtec is not proposing to meet any Buy America standard for materials.
2. The following items will be supplied by **others** if applicable:
 1. All Permits related to construction and installation of Romtec Building
 2. Bonding (unless otherwise stated)
 3. Storm water and/or pollution prevention plans
 4. Erosion control plans
 5. Site specific safety plans
 6. Site specific protection plans
 7. Tree protection plans
 8. Site preparation per geotechnical report
 9. Backfill required for all structures
 10. Additional licenses except for a City Business License, if required
 11. Special inspection services
 12. Removal of excavated materials
 13. Site grading or asphalt paving
 14. Backflow check valves
 15. Fire alarm & fire suppression equipment
 16. Landscaping
 17. Site plans
 18. Sidewalks
 19. Construction mock-ups
 20. Construction fencing
3. To ensure timely delivery of the building package amid ongoing and industry-wide disruptions to shipping, parts/materials availability, and lead times, Romtec reserves the right make equivalent or better substitutions at any time for any components that are not specifically required to match an exact brand/model.
4. Romtec does not provide LEED/Green submittals as a standard service. Romtec can assist in providing documentation for products that may meet LEED/Green standards, but Romtec does not provide or fill out LEED credit forms. Unless specifically included in Romtec's proposal and quote, Romtec does not supply materials with the intent of meeting LEED standards. Any changes due to LEED or Green building requirements will result in a change order and increased lead times."

5. All steel fabrication work is performed by qualified fabricators in conformance with engineered drawings. Romtec does not offer third party certification or inspection of steel fabrication work.

Note: Romtec's scope of work is based on acceptance of the terms and conditions of the Romtec quote proposal, which may be attached here or provided separately.

4. Warranty and Limitations

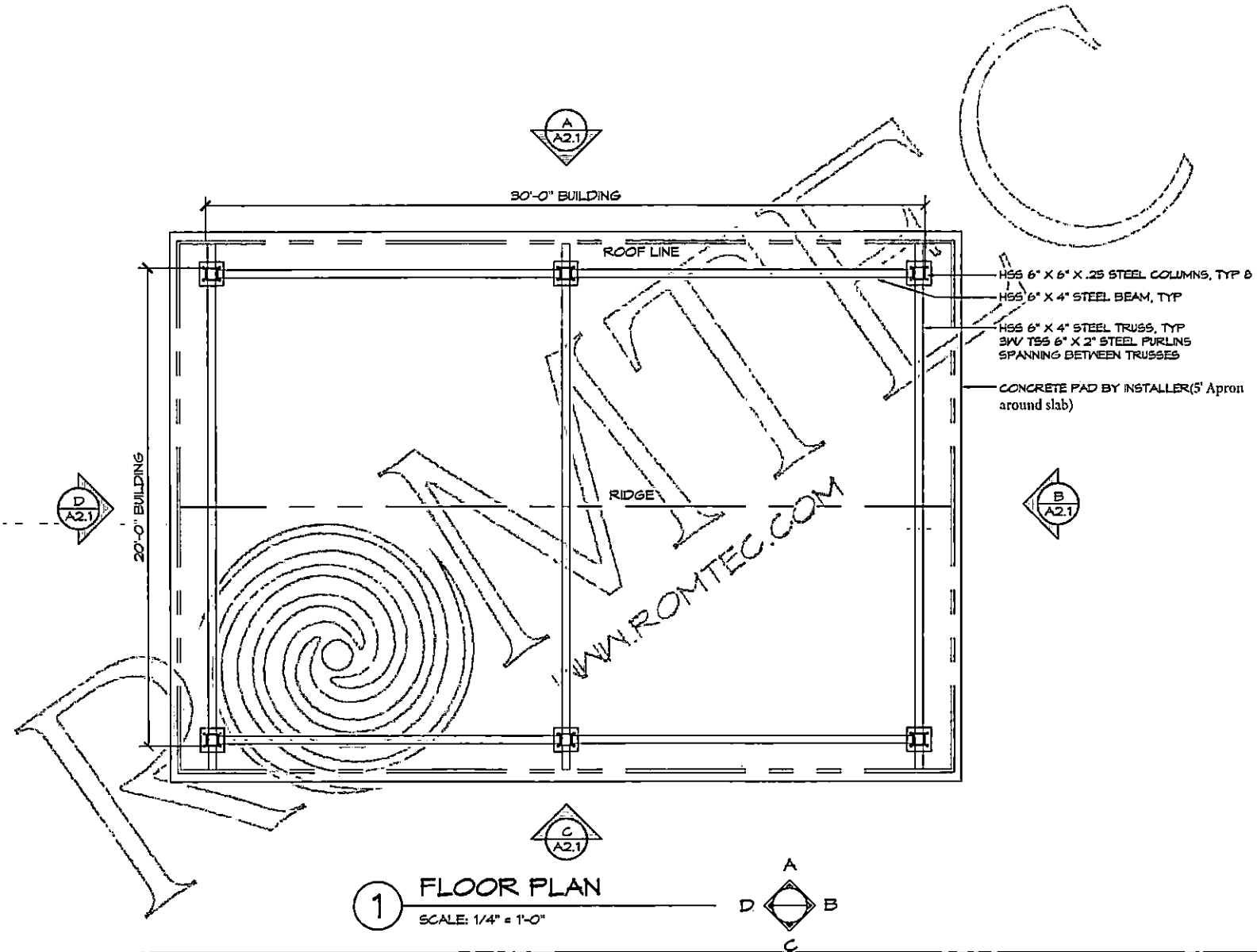
1. Warranty

1. Please review the Romtec warranty by clicking the link below:
<https://romtec.com/wp-content/uploads/2022/03/4.01-Romtec-Warranty-2-28-22.pdf>

2. Disclaimers

1. Romtec passes along the manufacturer's warranty for metal roofing. Most metal roofing manufacturers intend for their roofing to be installed immediately upon delivery from the factory; otherwise, most have special storage requirements to validate their warranty. All project circumstances are different, and because Romtec cannot guarantee that metal roofing is installed within the timeframe allowed from the manufacturer or that the metal roofing will be stored at the jobsite according to the manufacturer's requirements, Romtec does not include metal roofing in the overall Romtec building warranty.

NOT FOR
CONSTRUCTION



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PROJECT:
TWO RIVERS PARK PAVILION
FALL RIVER MILLS, CALIFORNIA

SHEET TITLE: FLOOR PLAN

PLAN SET #
2150

DATE:
12/20/2023

REVISIONS

NO.	DATE	BY

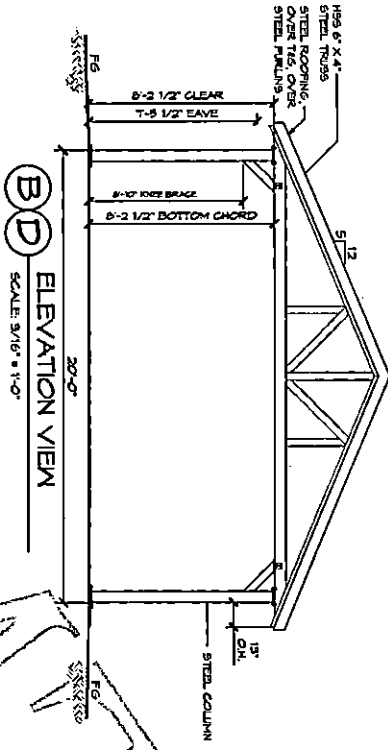
DATE PLOTTED:
12/20/23

SCALE:
1/4" = 1'-0"

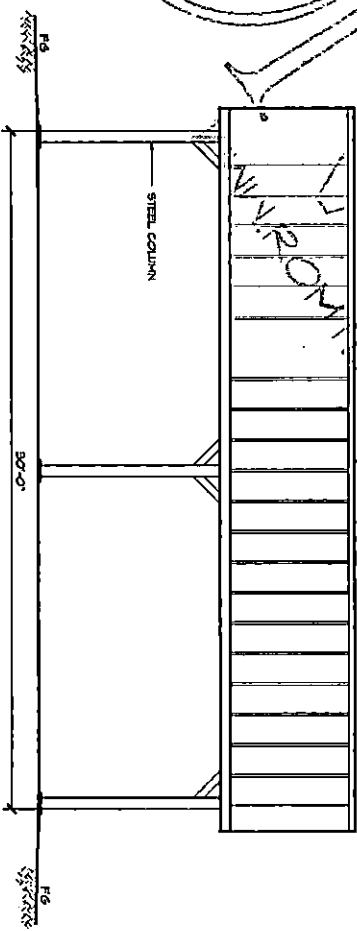
1500 NORTH BARKWOOD
ROOSEVELT DRIVE
FALL RIVER MILLS, CA 95620

ROMTEC

SHEET NO.
A.1.1



(B-D) ELEVATION VIEW
SCALE: 3/16" = 1'-0"



(A-C) ELEVATION VIEW
SCALE: 3/16" = 1'-0"

001 OVERVIEW: 10/24/2023 - 001 TOWER: 01/10/2023 - 001 PARTS: 10/20/2023 - 001 LOCATION: CALIFORNIA PROJECT: 24840150 - TWO RIVERS PARK PAVILION 10/20/2023 - 001 SHEET: 11/1/2023

NOT FOR
CONSTRUCTION

SHEET NO.
A2.1

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DATE:	2/20/2023	
REVISIONS:		
NO.	DATE	BY

PROJECT:
**TWO RIVERS PARK PAVILION
FALL RIVER MILLS, CALIFORNIA**

SHEET TITLE: **EXTERIOR ELEVATION VIEWS**

ROMTEC 12240 NORTH BANK ROAD
ROCKVILLE, OR 97478
(541) 526-3341 FAX (541) 456-0802



18240 North Bank Rd.
 Roseburg, OR 97470
 P: 541-496-3541
 F: 541-496-0803
 E: service@romtec.com

Date
 1/9/2024



PROPOSAL/PO #081721-RMT
Two River Park Phase 3
 Customer: Fall River Valley Community Services District
 Amber Beck
 P.O Box 427
 Fall River Mills, CA 96028

CA DIR# 1000002582

Quantity	Building Proposal Description	Extended Price
1	Romtec Model 3021 Steel Pavilion "Design and Supply only" per Preliminary Romtec Drawings and Scope of Supply and Services Dated 1-9-24	\$ 86,994.52

Sourcewell DISCOUNT: Available only to members of Sourcewell.	5.00%	\$ (4,349.73)
Romtec Installation per Preliminary Scope of Supply and Services Dated 1-9-24		\$ 75,973.43
Estimated Freight/Packaging to: all River Mills, CA 9602		\$ 7,008.75
ROMTEC INC. PURCHASE ORDER TOTAL		\$ 165,626.97

- *Due to recent market volatility and inflation rates, the proposal pricing is valid for thirty (30) days from the proposal date. If the Customer has not returned a signed Purchase Order within thirty (30) days of the proposal date, Romtec, Inc. reserves the right to update the price to reflect cost changes.
- *This pricing is based on the understanding that Romtec, Inc. will be released for production within ninety (90) days. If, for any reason, Romtec, Inc. has not received Submittal Approval and Notice to Proceed with Production within ninety (90) days of the Purchase Order date, Romtec, Inc. reserves the right to update the Purchase Order price to reflect inflationary cost changes.
- *Sales or use Tax is not included in the above price. Sales or use taxes may be required for your project depending on Nexus requirements.
- *Romtec charges 2.75% of total contract value for the bonding rate (if required). Unless specifically stated in the above quote, this amount is not included in the total amount shown, and may be applicable at the time of invoice.
- *This proposal includes the design & engineering by Romtec Inc. to produce a complete plan set that will meet the architectural and engineering code required in your state. In some cases local code may vary from typical state requirements and may result in a change in price that could not have been anticipated at time of quote.
- *All freight estimates listed above are F.O.B. Roseburg, OR. Freight prepaid and added. Delivery will be in accordance with a mutually agreed upon timeline as stated in the Romtec Inc. Notice to Proceed on Production document.
- *Non-Agency orders must be placed on Romtec Inc. purchase order forms.
- *Shipping prices are estimates only and are subject to change without notice.
- *Quote based on standard design averages, including: roof snowload of 25psf, IBC Seismic Design Category: C, Design Wind Speed: 115 MPH, Allowable Soil Bearing: 1500 psf, Occupancy Type: U, Construction: VB.
- *Unless included with this quote, a payment schedule and terms will be established after the signed Purchase Order is received. Romtec Inc. generally requires a deposit payment upon receipt of the signed Submittal Approval & Notice to Proceed on Production document. Any deposit amount will be defined with the forthcoming payment schedule.

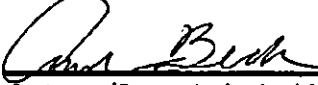

*Design Services include Romtec providing one(1) initial unsealed plan set on 11x17 format and one (1) sealed revision in response to reviewing authority comments (excluding Romtec Trads and Originals; Romtec Trads and Originals do not include sealed plans. Sealing of plans for Trads and Original models is only available upon request and may result in additional fees). In any additional revisions, if sealing or changing in plan set size are requested or required, an additional design service will be charged.

*Sales or use Tax is not included in the above price. Sales or use taxes may be required for your project depending on Nexus requirements.

*The pricing defined in this proposal is contingent upon the customer signing this form and agreeing to the Romtec terms and conditions defined in this proposal. Any modifications to the terms and conditions defined herein may result in a price increase.

*Romtec's standard insurance coverage document is available upon request. Unless otherwise specifically noted herein, Romtec's standard insurance coverage is accepted by Customer and considered sufficient coverage for all work related to this purchase order. Customer agrees to pay any costs related to additional insurance requirements not specifically noted in this order.

*The above prices, Terms & Conditions are satisfactory and are hereby accepted. Romtec Inc. is authorized to begin work on the Scope of Supply and Design Submittal document, which the customer will review prior to approval and Notice to Proceed on Production. Additionally, the customer will complete and return the Customer & Project Information request as expeditiously as possible so that payment terms, and bonding requirements (if applicable) can be established. The customer understands that by accepting this proposal they are issuing a Purchase Order for the project detailed above, but that production will not begin and delivery or installation dates cannot be established until the customer has granted design approval and notice to proceed on production.

			2/5/2024
Customer/Owner Authorized Signature	Date	Romtec Inc. Authorized Signature	Date
<u>Amber Beck</u>		Dayna M Lewis	
Customer/Owner Printed Name		Romtec Inc. Printed Name	
<u>Park/Office Manager</u>			
Customer/Owner Company			



Proposal Terms & Conditions

Romtec, Inc. (ROMTEC) will provide the scope of supply as listed on the purchase order related hereto in accordance with the following terms and conditions:

Terms of Payment

Romtec offers terms upon approved payment bond and credit approval by Romtec's accounting department (to be determined at the time the Purchase Order is finalized and executed). Payments may be by check or wire transfer, Visa, MasterCard, Discover or American Express (a separate fee will be charged for payments exceeding \$20,000 made by credit card and for all COD deliveries). Romtec may agree to accept COD payment by bank certified funds or cashier's check if a carrier selected by Romtec ships materials.

Credit Terms

Upon execution of the Purchase Order agreement, if Customer is not pre-paying 100% of the contract value, Customer shall provide a completed credit application (subject to Romtec's approval) and, if applicable, evidence of payment bond securing Customer's obligation to pay the balance of the purchase price in full. Credit terms are conditional and may be modified subsequently at Romtec's discretion if new information or conditions warrant such modification.

Payment Terms

To be established by Romtec's accounting department after receipt of Customer's credit application.

Deviation From Payment

Time is of the essence with respect to Customer's payment of the purchase price, and timely payment shall not be delayed or excused for any reason. Payment agreement between Customer and other parties, or failure by other parties to pay Customer or perform any agreement with Customer shall not result in delay of payment to ROMTEC. ROMTEC does not accept partial payments, any offsets, and/or retainage against the Purchase Order price. Should Customer not act according to the terms of payment for any reason, the terms granted will be revoked and any remaining goods or services not yet delivered are subject to pre-payment terms whereby payment, in full, is due 10 days prior to delivery. Any amounts not paid when due shall bear interest at the rate of 15 percent per annum or the highest lawful rate applicable, if such rate is less than 15 percent, from the date payment was due. For accounts that are 15 days or more past due, ROMTEC will withhold all warranty service until the account is fully paid and in good standing. This does not in any way toll the warranty period.

Tax

Unless otherwise indicated on the ROMTEC quote or purchase order, any sales, use, consumption, value added or other goods/services based tax imposed by a state; county/local or other agency with jurisdictional authority is excluded from this order. Customer is responsible for remitting any taxes that are applicable.

Change Orders

All Change Orders must be signed by the Customer. Prices stated herein are valid for 30 days from the purchase order date, or two weeks from the purchase order date if unsigned, at which time ROMTEC may adjust its price if cost factors warrant. A change order will apply (charges will vary depending on the circumstances) for the following design/engineering events: (i) incurred costs related to ROMTEC making more than two revisions of plan documents in response to review comments, (ii) incurred costs of "resealing" plan documents, and (iii) incurred costs of changing plan set sizing from the standard 11" x 17" format. Additionally, any modifications (for any reason) to ROMTEC's Scope of Supply & Design Submittal, prior to formal approval, may result in a price adjustment. Any modification to ROMTEC's Scope of Supply & Design Submittal requested or required by Customer for any reason after formal submittal approval shall be performed by ROMTEC at Customer's expense, as follows: (i) Customer shall submit a written description of the modifications to ROMTEC; (ii) within 14 days of receipt of Customer's description, ROMTEC shall provide to Customer a written price quote for the modifications requested; (iii) Customer shall pay the Change Order Invoice to ROMTEC in accordance with payment terms.

Delay of Project

Should progress of the project be delayed so that ROMTEC cannot produce and deliver the goods within six months from the date the purchase order is signed, Customer agrees to reimburse ROMTEC for all design and administrative expenses related to the completion of the Scope of Supply & Design Submittal as compensation for design services rendered. Customer also agrees to immediately pay any expenses related to any Customer authorized procurement or production of items. Additionally, Customer agrees to accept cost increases that may occur during the time the project is delayed.

Terms of Delivery

ROMTEC will not be liable for any delay in the performance of orders or contracts, or in the delivery or shipment of goods, or for any damages suffered by the Customer by reason of such delay, when such delay is beyond ROMTEC's control. Unless otherwise stated herein, all goods are shipped F.O.B. Roseburg, Oregon, and the risk of loss or damage to the goods and risk of delays in transit passes to the Customer when the goods are duly delivered to the carrier in Roseburg, Oregon. ROMTEC has no control over arrival time of a shipment, and ROMTEC shall not be responsible for delays in shipments once the goods leave ROMTEC's plant. ROMTEC's required procedures for handling products are as follows:

- (1) All ROMTEC materials, whether palletized or separated from a pallet, must be handled per the instructions detailed in the ROMTEC Scope of Supply & Design Submittal with respect to the specified model of ROMTEC restroom facility or component.
- (2) All material received from, but not manufactured by ROMTEC must be handled per the specific handling instructions of the manufacturer of the material.
- (3) PROPER HANDLING EQUIPMENT, ITS SUPPLY AND OPERATION ARE STRICTLY THE RESPONSIBILITY OF THE CUSTOMER.

Description of Products and Warranty

ROMTEC's Scope of Supply & Design Submittal document (provided subsequent to this order) contains and defines ROMTEC's complete offering of its products and services (as applicable). The Scope of Supply & Design Submittal also defines ROMTEC's Limited One Year Warranty. Warranty terms available prior to the submission of the Scope of Supply & Design Submittal upon request.

Terms of Shipment & Delivery

Unless otherwise specified on the purchase order, ROMTEC may ship goods pursuant to an order at any time after the goods are completed and ready for shipment. Further, unless payment has been made in advance, if a carrier holding a ROMTEC shipment ordered by a Customer is ready to deliver the goods to the Customer, the Customer agrees to accept the goods at the carrier's earliest possible delivery date and time.

Store & Invoice

If Customer delays shipment, regardless of the reason for delay, ROMTEC is permitted to invoice and the Customer agrees to pay ROMTEC under the agreed payment terms, using the date the order was ready for shipment as the invoice date (if prepayment or COD terms apply, payment is due within 7 days from the time of delay). Once the order is invoiced, the materials shall become property of the Customer. Further, ROMTEC may at its sole discretion invoice the Customer for a minimum of \$450 per month for on-site storage. Deliveries that are delayed by the Customer may be canceled by ROMTEC and the goods returned to ROMTEC at ROMTEC's discretion. Any costs or other issues arising from the Customer's act in delaying receipt of ROMTEC's shipments are the complete responsibility of the Customer. The Customer agrees to pay for the complete shipping cost if ROMTEC elects to allow the goods to be returned to ROMTEC or delivered to another Buyer.

Cancellation

Mutual acceptance of the purchase order indicates notice for ROMTEC to proceed with the provision of design services required in completing its Scope of Supply & Design Submittal. Should Customer cancel its purchase order prior, the following fee schedule will take effect:

1. Cancellation after Purchase Order but prior to Submittal Approval: 30% of total contract value due
2. Cancellation after Purchase Order and Submittal Approval but prior to Notice to Proceed on Production: 75% of total contract value due
3. Cancellation after Purchase Order, Submittal Approval, AND Notice to Proceed on Production: 100% of total contract value due

In addition, Customer shall reimburse all expenses related to any Customer authorized procurement or production of items prior to approval of the Scope of Supply & Design Submittal. ROMTEC requires that Customer indicate approval of its supply offering by executing the approval signature page of the Scope of Supply & Design Submittal document and/or a formal Notice to Proceed on Production. Upon granting ROMTEC approval of its Scope of Supply Design Submittal and Notice to Proceed on Production of the building kit package(s), the Customer is waiving any rights to cancel its purchase order. ROMTEC does not accept returns or exchanges.

Contract Documents

Together with this Purchase Order, the following constitute the "Contract Documents" and the entire contract between the parties, either written or oral: (i) ROMTEC's Scope of Supply & Design Submittal, and (ii) Change Order form (if applicable).

Legal Proceedings

If Customer fails to pay any amount when due, and ROMTEC incurs any expenses in pursuit of collection, Customer agrees to pay the reasonable attorney fees and other costs of such collection, regardless of whether litigation is actually commenced.

In any dispute involving the interpretation or enforcement of this agreement or involving issues related to bankruptcy (whether or not such issues relate to the terms of this agreement), the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorney fees, paralegal fees, costs, disbursements, and other expenses incurred by the prevailing party in the dispute, including those arising before and during any trial, arbitration, bankruptcy, or other proceeding, and in any appeal or review thereof. In addition, the amount recoverable by the prevailing party shall include an amount estimated as the fees, costs, disbursements, and other expenses that will be reasonably incurred in collecting a monetary judgment or award, or otherwise enforcing any order, judgment, award, or decree entered in the proceeding.

This agreement shall be interpreted and enforced according to the laws of the state of Oregon. The parties irrevocably submit and consent to the jurisdiction of the circuit courts of the State of Oregon for Douglas County with respect to litigation regarding any dispute, claim or other matter related to this contract.

Controlling Provisions

The terms and conditions of this Purchase Order shall supersede and control any provisions, terms, and conditions contained on any confirmation order, Purchase Order, or other writing the Customer may give or receive, and the rights of the parties shall be governed exclusively by the provisions, terms, and conditions hereof.

Binding Effect

This Purchase Order agreement shall be effective and in force only when signed by Customer and also signed by ROMTEC. ROMTEC must consent to any assignment of this Purchase Order agreement in writing. Subject to any restrictions upon assignment, this Purchase Order agreement shall be binding on and inure to the benefit of the heirs, legal representatives, successors, and assigns of the parties.

Notice

All notices required by this Purchase Order agreement shall be in writing addressed to the party to whom the notice is directed at the address of that party set forth in this Purchase Order agreement and shall be deemed to have been given for all purposes upon receipt when personally delivered; one day after being sent, when sent by recognized overnight courier service; two days after deposit in United States mail, postage prepaid, registered or certified mail; or on the date transmitted by facsimile. Any party may designate a different mailing address or a different person for all future notices by notice given in accordance with this paragraph.

Modification

No modification of this Purchase Order agreement shall be valid unless it is in writing and is signed by all of the parties.

Interpretation

The paragraph headings are for the convenience of the reader only and are not intended to act as a limitation on the scope or meaning of the paragraphs themselves. All parties agree that they have had sufficient opportunity to negotiate these terms and have them reviewed by their counsel of choice. The parties agree that no legal interpretation of these terms should be construed against the drafting party.

Severability

The invalidity of any term or provision of this agreement shall not affect the validity of any other provision.

Waiver

Waiver of any party of strict performance of any provision of this Purchase Order agreement shall not be a waiver of or prejudice any party's right to require strict performance of the same provision in the future or of any other provision.

Force Majeure

Neither party will be liable for any delay or failure in the performance of any obligation under this Agreement or for any loss or damage (including indirect or consequential damage) to the extent that such nonperformance, delay, loss, or damage results from any contingency that is beyond the control of such party, provided such contingency is not caused by the fault or negligence of such party. A contingency for the purposes of this Agreement includes Acts of God, fires, floods, earthquakes, explosions, storms, wars, hostilities, blockades, public disorders, pandemic or other public health emergency, quarantine restrictions, embargoes, strikes, other labor disturbances or down time, unavailability of electronic communication lines or equipment, and compliance with any law, order or control of, or insistence by any governmental or military authority.

Counterparts

This Purchase Order agreement may be executed in multiple counterparts, each of which shall constitute one agreement, even though all parties do not sign the same counterpart.

Agenda Item #3
Consider Approval of CXT Order



CXT® Precast Concrete Products manufactures restroom, shower and concession buildings in multiple designs, textures and colors. The roof and walls are fabricated with high strength precast concrete to meet all local building codes and textured to match local architectural details. All CXT buildings are designed to meet A.D.A. and to withstand heavy snow, high wind and category E seismic loads. All concrete construction also makes the buildings easy to maintain and withstand the rigors of vandalism. The buildings are prefabricated and delivered complete and ready-to-use, including plumbing and electrical where applicable. With thousands of satisfied customers nationwide, CXT is the leader in prefabricated concrete restrooms.

1. ORDERING ADDRESS(ES): CXT Precast Concrete Products, 606 N. Pines Road, Suite 202, Spokane Valley, WA 99206

2. ORDERING PROCEDURES: Fax 509-928-8270

3. PAYMENT ADDRESS(ES):

Remitting by check:

CXT, Inc., PO Box 676208, Dallas, TX 75267-6208

Remitting by ACH or wire transfer:

Beneficiary: CXT, Inc.

Beneficiary Bank: PNC Bank, Pittsburgh, PA

Account: 1077766885 ABA/Routing: 043000096

Email remittance details to AR@lbfooster.com

4. WARRANTY PROVISIONS: CXT provides a one (1) year warranty. The warranty is valid only when concrete is used within the specified loadings. Furthermore, said warranty includes only the related material necessary for the construction and fabrication of said concrete components. All other non-concrete components will carry a one (1) year warranty. CXT warrants that all goods sold pursuant hereto will, when delivered, conform to specifications set forth above. Goods shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within the specified warranty. CXT, at its option, will repair or replace the goods or issue credit for the customer provided CXT is first given the opportunity to inspect such goods. It is specifically understood that CXT's obligation hereunder is for credit, repair or replacement only, F.O.B. CXT's manufacturing plants, and does not include shipping, handling, installation or other incidental or consequential costs unless otherwise agreed to in writing by CXT.

This warranty shall not apply to:

1. Any goods which have been repaired or altered without CXT's express written consent, in such a way as in the reasonable judgment of CXT, to adversely affect the stability or reliability thereof;

2. To any goods which have been subject to misuse, negligence, acts of God or accidents; or

3. To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.

5. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): All prices subject to the "Conditions of Sale" listed on the CXT quotation form.

Customers are responsible for marking exact location building is to be set; providing clear and level site, free of overhead and/or underground obstructions; and providing site accessible to normal highway trucks and sufficient area for the crane to install and other equipment to perform the contract requirements. Site must allow for the crane to be within three feet of the building location and the truck to be within three feet of the crane. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles to access. CXT reserves the right to charge the customer for additional costs incurred for

special equipment required to perform delivery and installation. Customers will negotiate installation on a project-by-project basis, which shall be priced as separate line items. For more information regarding installation and truck turning radius guidelines please see our website at <http://www.cxtinc.com>.

In the event delivery of the building/s ordered is/are not completed within 30 days of the agreed to schedule through no fault of CXT, an invoice for the full contract value (excluding shipping and installation costs) will be submitted for payment. Delivery and installation charges will be invoiced at the time of delivery and installation.

Should the delivery and installation costs increase due to changes in the delivery period, this increase will be added to the price originally quoted, and will be subject to the contract payment terms.

In the event that the delivery is delayed more than 90 days after the agreed to schedule and through no fault of CXT, then in addition to the remedies above, a storage fee of 1-½% of contract price per month or any part of any month will be charged.

****Customer is responsible for all local permits and fees.**

6. DELIVERY CHARGE: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers.

7. PAYMENT TERMS: All orders are cash in advance. At CXT's discretion, credit may be given after approval of credit application. Payment to CXT by the purchaser of any approved credit amount is net 30 days after submission of invoice to purchaser. Interest at a rate equal to the lower of (i) the highest rate permitted by law; or (ii) 1.5% per month will be charged monthly on all unpaid invoices beginning with the 35th day (includes five (5) day grace period) from the date of the invoice. Under no circumstance can retention be taken. If CXT initiates legal proceeding to collect any unpaid amount, purchaser shall be liable for all of CXT's costs, expenses and attorneys' fees and costs of any appeal.

8. LIMITATION OF REMEDIES: In the event of any breach of any obligations hereunder; breach of any warranty regarding the goods, or any negligent act or omission of any party, the parties agree to submit all claims to binding arbitration. Any settlement reached shall include all reasonable costs including attorney fees. In no event shall CXT be subject to or liable for any incidental or consequential damages. Without limitation on the foregoing, in no event shall CXT be liable for damages in excess of the purchase price of the goods herein offered.

9. DELIVERY INFORMATION: All prices F.O.B. origin prepaid and added to invoice. CXT operates three (3) manufacturing plants in the United States and will deliver from the closest location on our carriers. Use the information below to determine the origin:

- F.O.B. 6701 E. Flamingo Avenue, Building 300, Nampa, ID 83687 applies to: AK, CA, HI, ID, MT, ND, NV, OR, SD, UT, WA, WY.

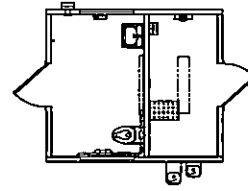
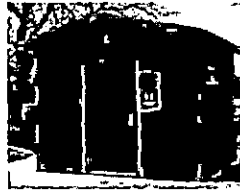
- F.O.B. 901 North Highway 77, Hillsboro, TX 76645 applies to AR, AZ, CO, IA, KS, LA, MN, MO, MS, NE, NM, OK, TX.

- F.O.B. 362 Waverly Road, Williamstown, WV 26183 applies to AL, CT, DE, FL, GA, IL, IN, KY, MA, MD, ME, MI, NC, NH, NJ, NY, OH, PA, PR, RI, SC, TN, VA, VT, WI, WV.

- Prices exclude all federal/state/local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.

OZARK I – 10' 6" x 12'

Ozark I with chase has one single user fully accessible flush restroom. Standard features include simulated barnwood textured walls, simulated cedar shake textured roof, vitreous china fixtures, 4-gallon water heater, interior and exterior lights, off loaded, and set up at site.



		Price Per Unit	
Base Price		\$ 52,569.00	\$ 52,569.00
Added Cost Options		Click to Select	
Final Connection to Utilities		\$ 5,000.00	<input type="checkbox"/> 0.00
Optional Wall Texture- <i>choose one</i>	<input type="radio"/> Split Face Block (\$5,500) <input checked="" type="radio"/> Stone (\$7,000)	Reset Wall Texture	7,000.00
Optional Roof Texture	<input type="checkbox"/> Ribbed Metal	\$ 5,500.00	0.00
Insulation and Heater		\$ 19,500.00	<input type="checkbox"/> 0.00
Vitreous China Urinal		\$ 750.00	<input type="checkbox"/> 0.00
Stainless Steel Water Closet & Lavatory		\$ 3,250.00	<input type="checkbox"/> 0.00
Stainless Steel Urinal		\$ 1,500.00	<input type="checkbox"/> 0.00
Electric Hand Dryer		\$ 700.00	<input checked="" type="checkbox"/> 700.00
Electronic Flush Valve		\$ 1,500.00	<input type="checkbox"/> 0.00
Electronic Lavatory Faucet		\$ 1,500.00	<input type="checkbox"/> 0.00
Electronic Urinal Flush Valve		\$ 1,500.00	<input type="checkbox"/> 0.00
Paper Towel Dispenser		\$ 350.00	<input type="checkbox"/> 0.00
Toilet Seat Cover Dispenser		\$ 350.00	<input type="checkbox"/> 0.00
Sanitary Napkin Disposal Receptacle		\$ 100.00	<input type="checkbox"/> 0.00
Baby Changing Table		\$ 750.00	<input checked="" type="checkbox"/> 750.00
Skylight in Restroom		\$ 1,600.00	<input type="checkbox"/> 0.00
Marine Grade Skylight in Restroom		\$ 2,450.00	<input type="checkbox"/> 0.00
Marine Package <i>(excluding fiberglass doors and frames)</i>		\$ 2,350.00	<input type="checkbox"/> 0.00
Exterior Mounted ADA Drinking Fountain w/Cane Skirt		\$ 5,600.00	<input checked="" type="checkbox"/> 5,600.00
2K Anti-Graffiti Coating		\$ 4,000.00	<input type="checkbox"/> 0.00
Optional Door Closure		\$ 450.00	<input type="checkbox"/> 0.00
Fiberglass Entry and Chase Doors and Frames (each)		\$ 3,300.00	<input type="checkbox"/> 0.00
Timed Electric Lock System (2 doors- does not include chase door) (each)		\$ 1,350.00	<input checked="" type="checkbox"/> 1,350.00
Exterior Frostproof Hose Bib with Box		\$ 1,200.00	<input type="checkbox"/> 0.00
Total for Added Cost Options:		\$	15,400.00
Custom Options: Crane \$4000, DIR \$1000, One Optional door closer \$450, Block out in chase \$300		\$	5,750.00
Engineering and State Fees:		\$	4,500.00
Estimated One-Way Transportation Costs to Site (quote):		\$	10,000.00
Estimated Tax:		\$	5,850.00
Total Cost per Unit Placed at Job Site:		\$	94,069.00

Estimated monthly payment on 5 year lease \$1,890.79



This price quote is good for 60 days from date below, and is accurate and complete.

**Kurt A
Mee**

Digitally signed by
Kurt A Mee
Date: 2024.04.25
11:26:41 -07'00'

CXT Sales Representative

Date

I accept this quote. Please process this order.

FRVCSD - Sourcewell No. 176040

Company Name

Amber Beck
2024.03.13
08:48:12 -07'00'

Company Representative

Date

OPTIONS

Exterior Color(s) (For single color mark an X. For two-tone combinations use W = Walls and R = Roof.)

<input type="checkbox"/> Amber Rose	<input type="checkbox"/> Berry Mauve	<input type="checkbox"/> Buckskin	<input type="checkbox"/> Cappuccino Cream
<input type="checkbox"/> Charcoal Grey	<input type="checkbox"/> Coca Milk	<input checked="" type="checkbox"/> R Evergreen	<input type="checkbox"/> Georgia Brick
<input type="checkbox"/> Golden Beige	<input type="checkbox"/> Granite Rock	<input type="checkbox"/> Hunter Green	<input type="checkbox"/> Java Brown
<input type="checkbox"/> Liberty Tan	<input type="checkbox"/> Malibu Taupe	<input type="checkbox"/> Mocha Caramel	<input type="checkbox"/> Natural Honey
<input type="checkbox"/> Nuss Brown	<input type="checkbox"/> Oatmeal Buff	<input type="checkbox"/> Pueblo Gold	<input type="checkbox"/> Raven Black
<input type="checkbox"/> Rich Earth	<input type="checkbox"/> Rosewood	<input type="checkbox"/> Sage Green	<input type="checkbox"/> Salsa Red
<input checked="" type="checkbox"/> W Sand Beige	<input type="checkbox"/> Sun Bronze	<input type="checkbox"/> Toasted Almond	<input type="checkbox"/> Western Wheat

Special roof color # _____ Special wall color # _____

Special trim color # _____

Stone Color (Mark option with an X.) *If option is not available, verify stone option is selected on previous page.

Basalt* Mountain Blend* Natural Grey* Romana*

Roof Texture *If option is not available, verify roof texture option is selected on previous page.

Ribbed Metal*

Wall Texture(s) (For single texture mark an X. For top and bottom textures use T = Top and B = Bottom.)
*If option is not available, verify wall texture option is selected on previous page.

Split Face Block* T Horizontal Lap* Board & Batt* Stucco**
 Brick** Distressed Wood**

Stone Wall Texture (bottom texture only) *If option is not available, verify stone option is selected on previous page.

B Napa Valley** River Rock** Flagstone** Stacked Rock**
*Textures not included in CXT's quote are additional cost.

Door Opener

Non-locking ADA Handle Privacy ADA Latch Pull Handle/Push Plate

Deadbolt

Accessible Signage

Men Women Unisex

Toilet Paper Holder

2-Roll Stainless Steel 3-Roll Stainless Steel

Notes: Customer will require a blockout in chase for an irrigation control box, customer will redline location in floor plan and turn in with signed pricing sheet, Fountain to be Elkay with bottle filler

cxtinc.com
800.696.5766

CXT[®]