

**PAUMA VALLEY COMMUNITY SERVICES DISTRICT**

33129 Cole Grade Road  
Pauma Valley, CA 92061  
PHONE: (760) 742-1909 | FAX: (760) 742-1588

**REGULAR MEETING  
SUPPLEMENTAL MATERIALS PACKET**

**DATE:** Monday, August 19th, 2024  
**TIME:** 10:00 AM – **Open Session**  
**VENUE:** Robert Trent Jones Room, Pauma Valley Country Club  
15835 Pauma Valley Drive, Pauma Valley, CA 92061

**Pauma Valley Community Services District Mission**

*“The mission of the Pauma Valley Community Services District is to protect the public health and environment of its community by providing effective wastewater management and stormwater drainage control, life safety assistance, security services, and exceptional customer care.”*

***CONFIDENTIAL ATTORNEY-CLIENT PRIVILEGED***

**MEMORANDUM**

To: Eric Steinlicht, General Manger Pauma Valley Community Service District  
From: Jeff Morris and Ralph Hicks, Special Counsel to the District  
Date: June 27, 2024  
Re: The 1978 Hillside Agreement and PVCSD Right to Enforce

**Background:**

During the course of our review of historical documents to determine who is responsible for the cost to clean out PVCSD storm drains and brow-ditches, a 1978 agreement was brought to our attention. This 1978 agreement is a complex agreement that is still enforceable today and provides considerable ability for Country Club property owners to dictate how upland property owners develop their property and how they maintain their water courses and brow-ditches. The agreement also defines who pays for erosion control and includes the unusual feature of allowing Country Club property owners to abate non-complaint development features or erosion issues on upland properties.

**Summary:**

The Hillside Agreement was recorded with the County of San Diego Recorder's Office on October 31, 1978, and provides owners of property within the Pauma Valley Country Club with the ability to oversee and enforce the development standards set out in the agreement. This includes ensuring that the "burdened property owners" prevent erosion from occurring, pay for damages, and remediate conditions caused by their use of their upland property. The development standards set forth in the agreement are managed by a three-person standing committee called the "Agricultural Control Committee." The Country Club property owner's and the Committee have the ability to enforce the complex agreement. The covenants contained in the agreement "run with the land" and the term of the agreement is for 99-years.

**Governance:**

The Agreement sets forth the governance and oversight of the Committee. A three-person Committee was formed, with each individual being specifically named in the original agreement. If those individuals no longer serve on the Committee then by a vote of the majority of the Country Club property owners they may elect new members to the Committee.

If the Committee becomes "non-functioning" then the burdened property owners do not have to submit plans to the Committee for their development projects but they still have to follow the conditions for development contained in the agreement.

**Properties Effected:**

The agreement states that the seven (7) parcels, contained in the original non-subdivided 93 acres, are the properties “burdened” by the agreement and the “benefited” properties are those properties that were subdivided in 1966 that established the Country Club.

**Obligations of the Burden Properties:**

The burden property owners must submit to the Committee any development plans and secure their approval. The Committee in sum acts as a design review committee. Development is broadly defined to include buildings, fences, antennas, roads, trees, groves, or other improvements. The agreement calls for high quality development and ensures that the Country Club properties are not impacted by erosion or poorly built structures. Each of the seven (7) burdened properties may only construct one high-end home. No groves are allowed until there is a home built on the parcels. There is a “protective zone” where no development is allowed, and it may only be kept in a natural state. However, the Exhibit containing the location of the Protective Zone is not legible.

**Drainage and Erosion Provisions:**

The agreement is very clear that upland drainage flow is not to impact the Country Club. It states;

“The Burden Property shall be so used, granted, developed, and improved that no water, mud or earth shall flow, move or otherwise be placed or deposited on the Benefitted Property.” (Hillside Agreement Pg. 12, Para. 9).

The agreement specifically protects natural water courses and those water courses are not allowed to be changed, modified, or burdened in any manner, unless for the limited purpose of installation water lines, roads, sewer lines, or utilities. But in no case can those improvements impact the Country Club property owners.

Brow-Ditches are also specifically protected in that they cannot be overburdened and cannot be rendered inadequate to transport all drainage. Further, PVCSD is specifically listed as the owner of the brow-ditches in the agreement. It is important to note that the Burdened property owner are to correct any inadequacy of the drainage at their sole cost.

**Remedies:**

The agreement provides that any Country Club property owner or the Committee itself may bring an action to enforce the agreement. The agreement also contains “self-help” provision that allows a Country Club property owner or the Committee the right to enter the Burdened Property, correct the deficiencies that are not in compliance with the agreement, and “summarily abate” the issue. The Benefitted property owner or the Committee must first provide the Burdened Property Owner with a 5-day notice to correct

the non-compliant condition and allow for the owner to correct the deficiency over a 30-day period of time before resorting to the self-help remedy.

**Policy Consideration:**

The PVCSD may want to re-constitute the Committee given its board authority over upland users if the upland users do not agree to contribute to the cost of cleaning out the storm drains or the brow-ditches.

cc: PVCSD Board Members

PAUMA VALLEY COUNTRY CLUB ESTATES, RESUBDIVISION NO. 1

We hereby certify that we are the owners of or are interested in the land subdivided by this Map and we consent to the preparation and recordation of this Map. We hereby dedicate to the Public Pauma Valley Drive, Bonnie Briar Drive, Cheviot Place, Golf Crest Drive, Oak Meadow Drive West, Oak Meadow Drive East, Balliol Drive, Mountain Ridge Drive, Whitby Place, Willow Bend Place, Mersey Court, Merion Court, Merion Place, and a portion of State Highway XI-S.D. 195-C for use as streets and dedicate to the public the sewer easement as shown on said Map and that portion of Lot 32 designated "Portion of Lot 32 reserved for 10' public walk" and that portion of Lot 37 designated "Portion of Lot 37 reserved for 10' public walk" and that portion of Lot 38 designated "Portion of Lot 38 reserved for 10' public walk" for use as public walk, as shown on said map.

BEING A SUBDIVISION OF that portion of the Pauma Rancho, in the County of San Diego, State of California, according to Map thereof attached to the Record of the Patent in Book 1, page 67 of Patents, including portions of Pauma Valley Country Club Estates, according to Map thereof No. 5184, filed in the office of the County Recorder of San Diego County, May 22, 1963, described as follows:

Beginning at the most Northerly corner of Lot 31 of said Pauma Valley Country Club Estates; thence along the Northwesterly line of said Lots 31 and 32, South 11° 13' 50" West 295 feet to the true point of beginning; thence South 10° 00' East 509.47 feet; thence South 33° 10' West 385.58 feet; thence South 16° 15' East 347.92 feet; thence North 62° 00' East 293.11 feet; thence South 74° 18' 20" East 931.07 feet; thence North 15° 41' 40" East 110.00 feet; thence South 74° 18' 20" East 391.17 feet; thence North 62° 33' 33" East 186.58 feet; thence North 69° 36' 56" East 215.14 feet; thence North 59° 26' 40" East 694.24 feet; thence North 53° 40' East 538.56 feet; thence North 17° 50' 00" West 350.59 feet; thence North 48° 16' 30" West 840.00 feet; thence North 41° 43' 30" East 20.00 feet; thence North 48° 16' 30" West 210.12 feet; thence North 41° 43' 30" East 582.60 feet to the most Easterly corner of Lot 79 of said Pauma Valley Country Club Estates; thence along the Easterly, Northerly and Northwesterly boundary of said Pauma Valley Country Club Estates as follows: North 26° 10' 37" East 25.00 feet; North 63° 49' 23" West 101.69 feet to the beginning of a tangent curve concave Northeasterly, having a radius of 575 feet; Northwesterly along said curve 219.69 feet through an angle of 21° 53' 29"; South 58° 24' 42" West 1032.73 feet (record 1032.98 feet); South 25° 49' 10" East 20.59 feet; thence leaving said boundary South 67° 01' 10" West 212.70 feet to the beginning of a tangent curve concave Northerly, having a radius of 258 feet; thence Westerly along said curve 99.97 feet through an angle of 22° 12'; thence tangent to said curve South 89° 13' 10" West 238.75 feet to the beginning of a tangent curve concave Southerly, having a radius of 286.81 feet; thence Westerly along said curve 129.68 feet through an angle of 24° 06' 30"; tangent to said curve South 65° 06' 40" West 415.06 feet to the beginning of a tangent curve concave Northerly, having a radius of 198 feet; thence Westerly along said curve 134.07 feet through an angle of 44° 35' 05"; thence radially to said curve South 19° 41' 45" West 82.00 feet; thence South 11° 13' 50" West 295.00 feet to the true point of beginning.

UTAH CONSTRUCTION & MINING CO., a corporation  
By Robert J. Reeves Vice President  
By Paul T. Mitchell Assist. Secretary

RANCHO PAUMA MUTUAL WATER COMPANY  
By Robert J. Reeves President  
By Lawrence E. Becker Secretary

YUIMA MUNICIPAL WATER DISTRICT  
By Horace J. Stevens Jr. President  
By J. Y. Pitts Secretary

EXCEPTING that portion described as follows:

Beginning at the most Northerly corner of Lot 30 of said Pauma Valley Country Club Estates; thence along the Southeasterly line of Pauma Valley Drive as shown on said Map No. 5184, North 65° 06' 40" East 135.59 feet; thence South 39° 11' 40" East 246.62 feet to the true point of beginning; thence South 6° 07' East 368.06 feet; thence South 16° 29' 40" East 154.00 feet; thence South 39° 00' 40" East 248.52 feet; thence South 52° 47' 50" East 155.67 feet; thence North 37° 16' West 68.96 feet; thence North 33° 04' 50" East 86.91 feet; thence South 86° 23' 00" East 536.61 feet; thence North 61° 56' 40" East 94.80 feet; thence North 20° 36' 30" East 67.20 feet; thence North 14° 23' 10" West 176.88 feet; thence North 48° 23' 00" West 561.00 feet; thence North 35° 29' 00" West 107.72 feet; thence North 72° 53' 30" West 723.05 feet; thence North 22° 58' 50" West 42.66 feet; being a point on a 342 foot radius curve concave Northerly, the radial of said curve bearing South 22° 58' 50" East to said point; thence Westerly along said curve 132.51 feet through an angle of 22° 12' 00"; tangent to said curve South 89° 13' 10" West 298.75 feet to the beginning of a tangent curve concave Southerly, having a radius of 202.81 feet; and Westerly along said curve 84.84 feet through an angle of 23° 58' 00"; thence South 39° 11' 40" East 244.56 feet to the true point of beginning.

STATE OF CALIFORNIA } s.s.  
COUNTY OF SAN FRANCISCO }  
On this 3rd day of December, 1965, before me, Mabel Tilley, a Notary Public in and for said County and State, personally appeared Robert J. Reeves, known to me to be the Vice President and Paul T. Mitchell, known to me to be the Assistant Secretary of the Corporation that executed the above certificate, and known to me to be the persons who executed the above certificate on behalf of the Corporation therein named, and acknowledged to me that such corporation executed said certificate pursuant to its by-laws or a resolution of its Board of Directors.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in said County and State, the day and year in this certificate first above written.  
My Commission expires March 15, 1967  
Mabel Tilley MABEL TILLEY  
Notary Public in and for said County and State

No. 815080  
Title Insurance and Trust Company hereby certifies that according to the Official Records of the County of San Diego, Utah Construction and Mining Co., a corporation, was, on the 15th day of July, 1966, at 2:00 o'clock P.M. the only party having record title interest in the land subdivided by this map other than the San Diego Gas and Electric Company, as holder of those certain easements recorded December 7, 1962, F/P No. 209511, Series 3, Book 1962; October 22, 1962, F/P No. 181244, Series 3, Book 1962; December 7, 1962, F/P No. 209512, Series 3, Book 1962; June 28, 1963, F/P Nos. 113583 and 113584, Series 4, Book 1963; May 15, 1964, F/P No. 88208, Series 5, Book 1964; and Rancho Pauma Mutual Water Company as holder of those certain rights recorded October 1, 1963, F/P Nos. 175348 and 175349, and July 8, 1966, F/P No. 111582 and Yuima Municipal Water District, as holder of those certain easements recorded June 10, 1964, F/P Nos. 104042 and 104046, May 24, 1966, F/P No. 86661, and the County of San Diego as holder of those certain easements recorded June 2, 1966, F/P 91546, none of which can ripen into a fee.

IN WITNESS WHEREOF said Title Insurance and Trust Company has caused this instrument to be executed under its corporate name and seal by its proper officers thereunto duly authorized the day and year first above written.  
TITLE INSURANCE AND TRUST COMPANY  
By William B. Walker Vice President  
By William B. Walker Assist. Secretary

STATE OF CALIFORNIA } s.s.  
COUNTY OF SAN DIEGO }  
We, County Treasurer of the County of San Diego, State of California, County Surveyor of said County, and Director of Special District Services of said County, hereby certify that there are no unpaid special assessments or bonds which may be paid in full, shown by the books of our offices, against the tract or subdivision or any part thereof shown on the annexed map and described in the caption thereof.

DELANVAN J. DICKSON By Martha Colquhoun Date 7-7-66  
County Treasurer Deputy  
D.K. SPEER By J. Mulvaney Date 7-15-66  
County Surveyor Chief Deputy County Surveyor  
WARREN A. BARNEY By Stevens Date 7-7-66  
Director Special District Services Deputy

We hereby certify that we are the owners of or are interested in the land subdivided by this map and we consent to the preparation and recordation of this map. We hereby dedicate to the public and to the Pauma Valley Community Services District all of the drainage easements shown on said map for use as drainage easements.

Utah Construction and Mining Co  
By Robert J. Reeves  
Vice President  
By Paul T. Mitchell  
Assistant Secretary

I, Helen Kleckner, Clerk of the Board of Supervisors of the County of San Diego, certify that said Board of Supervisors has approved this map; has accepted on behalf of the public Bonnie Briar Drive, Cheviot Place, Golf Crest Drive, Balliol Drive, Oak Meadow Drive East, Oak Meadow Drive West, Mountain Ridge Drive, Whitby Place, Willow Bend Place, Mersey Court, Merion Court, Merion Place, Pauma Valley Drive, the portion of State Highway XI-S.D. 195-C and the Sewer Easement as dedicated on said Map, and has rejected on behalf of the Public the portion of Lot 32 designated "Portion of Lot 32 reserved for 10' Public Walk", the portion of Lot 37 designated "Portion of Lot 37 reserved for 10' Public Walk" and portion of Lot 38 designated "Portion of Lot 38 reserved for 10' Public Walk" as offered for dedication on said Map.

(Note: Section 11616, of the Business and Professions Code of the State of California, provides that a rejected offer of dedication shall remain open and subject to future acceptance by the County.)

HELEN KLECKNER, Clerk of the Board of Supervisors  
Date July 19, 1966 By Helen Kleckner

I, Elmer R. Baker, Secretary of the Board of Directors of the Pauma Valley Community Services District, certify that by resolution said Board of Directors has approved this map and has accepted on behalf of the public and the Pauma Valley Community Services District, the drainage easements as dedicated on said map and has assumed the obligation of maintaining said easements.

Elmer R. Baker  
SECRETARY, BOARD OF DIRECTORS,  
PAUMA VALLEY COMMUNITY SERVICES DISTRICT

I, Grady Boaz, a licensed land surveyor, certify that the survey of this subdivision was made by me or under my direction between February, 1965 and December, 1965 and said survey is true and complete as shown; that monuments of the character indicated have been set or found at all the subdivision boundary corners, and I will set all other monuments of the character and at the position indicated by legend in this map within 30 days after completion of the required improvements and their acceptance by the County of San Diego, and such monuments are or will be sufficient to enable the survey to be retraced. (See Legend on Sheet No. 3)

Date Dec. 1, 1965 By Grady Boaz  
Grady Boaz, L.S. 2804

I, D.K. SPEER, County Surveyor, certify that I have examined this map; that the subdivision is substantially the same as it appeared on the tentative map and any approved alterations thereof; that all the provisions of the subdivision Map Act and Division 1 of Title 8 of the San Diego County Code, have been complied with; and that I am satisfied that this map is technically correct.

D. K. SPEER  
County Surveyor  
Date July 15, 1966 By J. Mulvaney  
Chief Deputy County Surveyor

I, HELEN KLECKNER, Clerk of Board of Supervisors, hereby certify that the provisions of Chapter 2, Part 2, Division 4 of the Business and Professions Code have been complied with regarding deposits for taxes on the property within this subdivision.

HELEN KLECKNER  
Clerk of the Board of Supervisors  
Date July 19, 1966 By Helen Kleckner

Approved as to Form:  
BERTRAM MCLEES, JR.  
County Counsel  
By David B. Walker  
Deputy

I, hereby approve the name PAUMA VALLEY COUNTRY CLUB ESTATES, RESUBDIVISION NO. 1, for the subdivision shown on the annexed map.  
A.S. GRAY, County Recorder  
Date DECEMBER 7 1965 By J.P. Trook

File No. 117959  
I, A.S. GRAY, Recorder of the County of San Diego, hereby certify that I have accepted for recordation this map filed at the request of GRADY BOAZ this 20 day of JULY, 1966, at 12:39 o'clock P.M.  
FEE \$13.00 A.S. GRAY, County Recorder  
By J.P. Trook  
Deputy

PAUMA VALLEY  
COUNTRY CLUB  
ESTATES,  
RESUBDIVISION NO. I

STATE OF CALIFORNIA } ss  
COUNTY OF SAN FRANCISCO }

On this 3<sup>rd</sup> day of December, 1965, before me,  
Mabel Tilley, a Notary Public in and  
for said County and State, personally appeared  
Albert J. Keenan, known to me to be the Presi-  
dent and Lawrence D. Becker, known to me to be  
the Secretary of Rancho Pauma Mutual Water  
Company, the company that executed the above  
certificate, and known to me to be the persons  
who executed the same on behalf of said Company  
and acknowledged to me that said Company  
executed the same.

IN WITNESS WHEREOF, I have hereunto set  
my hand and affixed my Official Seal in  
said County and State, the day and year in  
this certificate first above written.

My commission expires March 15, 1967

Mabel Tilley MABEL TILLEY  
Notary Public in and for said County and State

STATE OF CALIFORNIA } ss  
COUNTY OF SAN FRANCISCO }

On this 17<sup>th</sup> day of June, 1966 before me,  
MABEL TILLEY, a Notary Public in and  
for said County and State, residing therein, duly  
commissioned and sworn, personally appeared  
Albert J. Keenan, known to me to be the Vice Pre-  
sident and James J. Mitchell, known to me to  
be the Assistant Secretary of the Corporation that  
executed the within instrument, on behalf of the  
Corporation therein named, and acknowledged  
to me that such Corporation executed the same pur-  
suant to its by-laws or a resolution of its Board of  
Directors.

IN WITNESS WHEREOF I have hereunto set  
my hand and affixed my Official Seal, in said  
County and State, the day and year in this certificate  
first above written.

My commission expires March 15, 1967

Mabel Tilley MABEL TILLEY  
Notary Public in and for said County and State

STATE OF CALIFORNIA } ss  
COUNTY OF SAN DIEGO }

On this 2<sup>nd</sup> day of December, 1965, before me,  
Helyn B. Garrett, a Notary Public in and  
for said County and State, personally appeared  
Thomas J. Humes, Jr., known to me to be the  
President and J. P. Pata, known to me  
to be the Secretary of the YUIMA MUNICIPAL  
WATER DISTRICT, the District that executed the  
above certificate, and known to me to be the  
persons who executed the same on behalf of  
said District and acknowledged to me that said  
District executed the same.

IN WITNESS WHEREOF, I have hereunto set my  
hand and affixed my official Seal in said  
County and State, the day and year in this  
certificate first above written.

My commission expires April 14, 1968

Helyn B. Garrett HELYN B. GARRETT  
Notary Public in and for said County and State

STATE OF CALIFORNIA } ss  
COUNTY OF SAN DIEGO }

On this 15<sup>th</sup> day of July, 1966, before me,  
Angela K. Luman, a Notary Public in and  
for said County and State, personally appeared  
Elmer R. Baird, known to me to be the Secretary  
of the Pauma Valley Community Services District,  
the district that executed the above certificate, and  
known to me to be the person who executed the same  
on behalf of said District, and acknowledged to me that  
said District executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand  
and affixed my official Seal in said County and State, the  
day and year in this certificate first above written.

My commission expires May 2, 1970

Angela K. Luman ANGELA K. LUMAN  
Notary Public in and for said County and State

The undersigned, SAN DIEGO GAS & ELECTRIC  
COMPANY, hereby certifies that it is interested  
in the land subdivided by this map by virtue of  
easements recorded October 22, 1962,  
F/P No. 181244, Series 3, Book 1962;  
December 7, 1962, F/P No. 209512,  
Series 3, Book 1962; May 15, 1964,  
F/P 88208, Series 5, Book 1964; June 28, 1963,  
F/P 113584, Series 4, Book 1963; all of the Official  
Records of San Diego County and consents to the  
preparation and recording of this map and hereby  
dedicates to the public Pauma Valley Drive,  
Bonnie Briar Drive, Merion Court,  
Golf Crest Drive, Oak Meadow  
Drive East, Oak Meadow Drive West, Mountain  
Ridge Drive, Willow Bend Place and a  
portion of State Highway XI-SD-195-C  
for use as streets as shown on said map,  
and no others.

SAN DIEGO GAS & ELECTRIC COMPANY,  
a corporation

By E. M. Klauber By Abraham  
Vice President Secretary

STATE OF CALIFORNIA } ss  
COUNTY OF SAN DIEGO }

On this 14<sup>th</sup> day of July, 1966, before me, John Wm Gray  
a notary public in and for said County and  
State, personally appeared E. M. KLAUBER, known to me to be  
the Vice President, and J. A. GRAHAM, known to me to be  
the Secretary of the Corporation that executed the  
above certificate, and known to me to be the persons who  
executed the above certificate on behalf of the corporation  
therein named, and acknowledged to me that such Corporation  
executed said certificate pursuant to its by-laws or a  
resolution of its Board of Directors.

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

My commission expires July 4, 1967

John Wm Gray JOHN W. GRAY  
Notary Public in and for said County and State





MICROFILMED AT 16:1 REDUCTION

# MAP NO. 5758

SHEET 3 OF 5 SHEETS

## PAUMA VALLEY COUNTRY CLUB ESTATES, RESUBDIVISION NO. 1

### LEGEND:

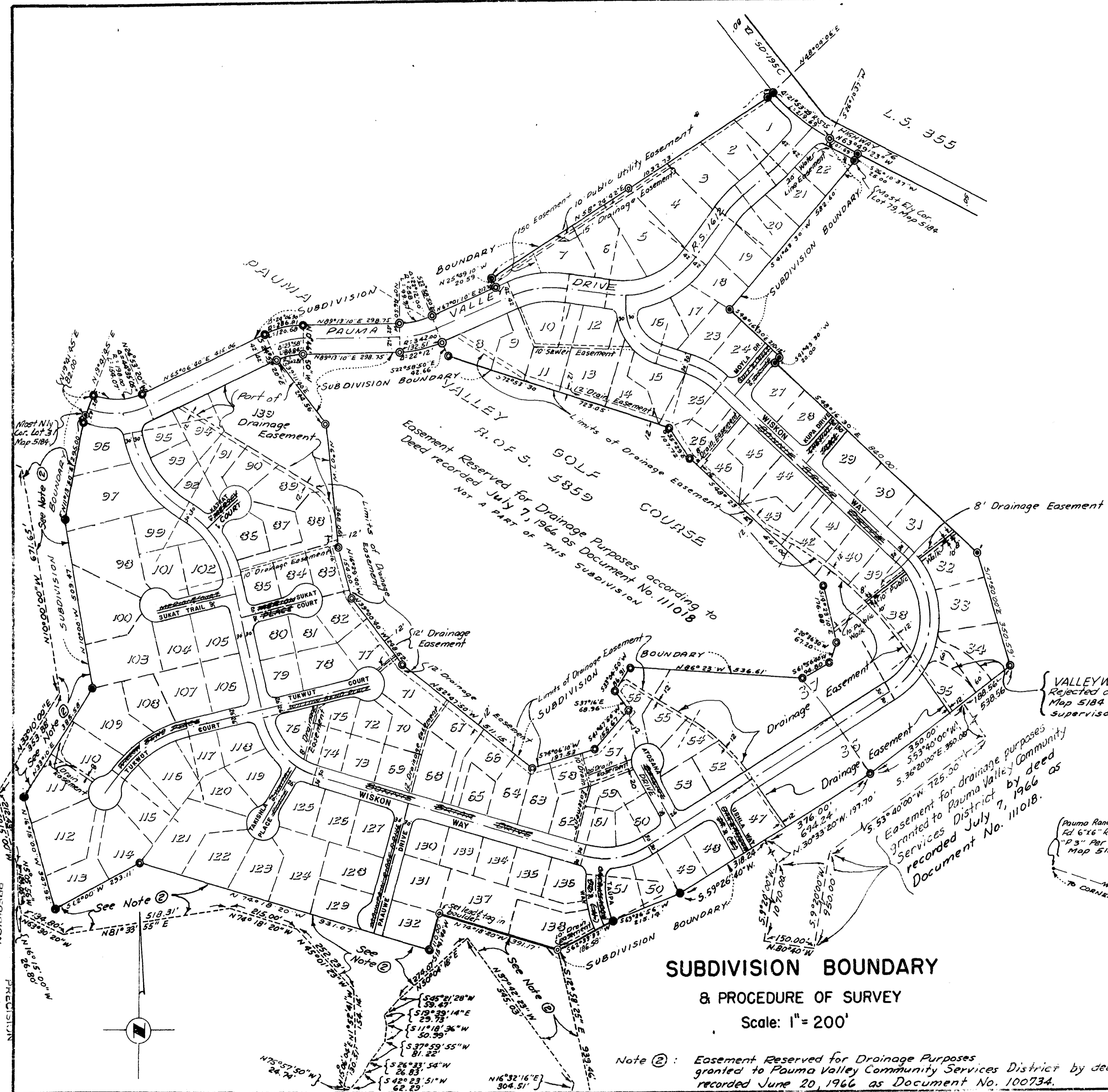
- Indicates found 1/2" square steel pins stamped "R.C.E. 9626" per Map 5184 and replaced with 1/2" x 18" Square Steel pin stamped "L.S. 2804", except as otherwise noted.
- Indicates found 1/4" Capped Pipe Stamped "R.C.E. 9626" Per Map No. 5184.
- ⊙ Indicates found 1/2" square steel pin stamped "L.S. 2804", Per R.S. 1612, See Map 5184.
- Indicates set 1/2" x 18" Square Steel Pin stamped "L.S. 2804", except as otherwise noted.
- ⊙ Indicates set 2" x 24" pipe centered with capped disc stamped L.S. 2804 except as otherwise noted.

Note ①: Lot corners shown set on Map No. 5184 which do not apply to lot corners shown on this map were removed to avoid confusion.

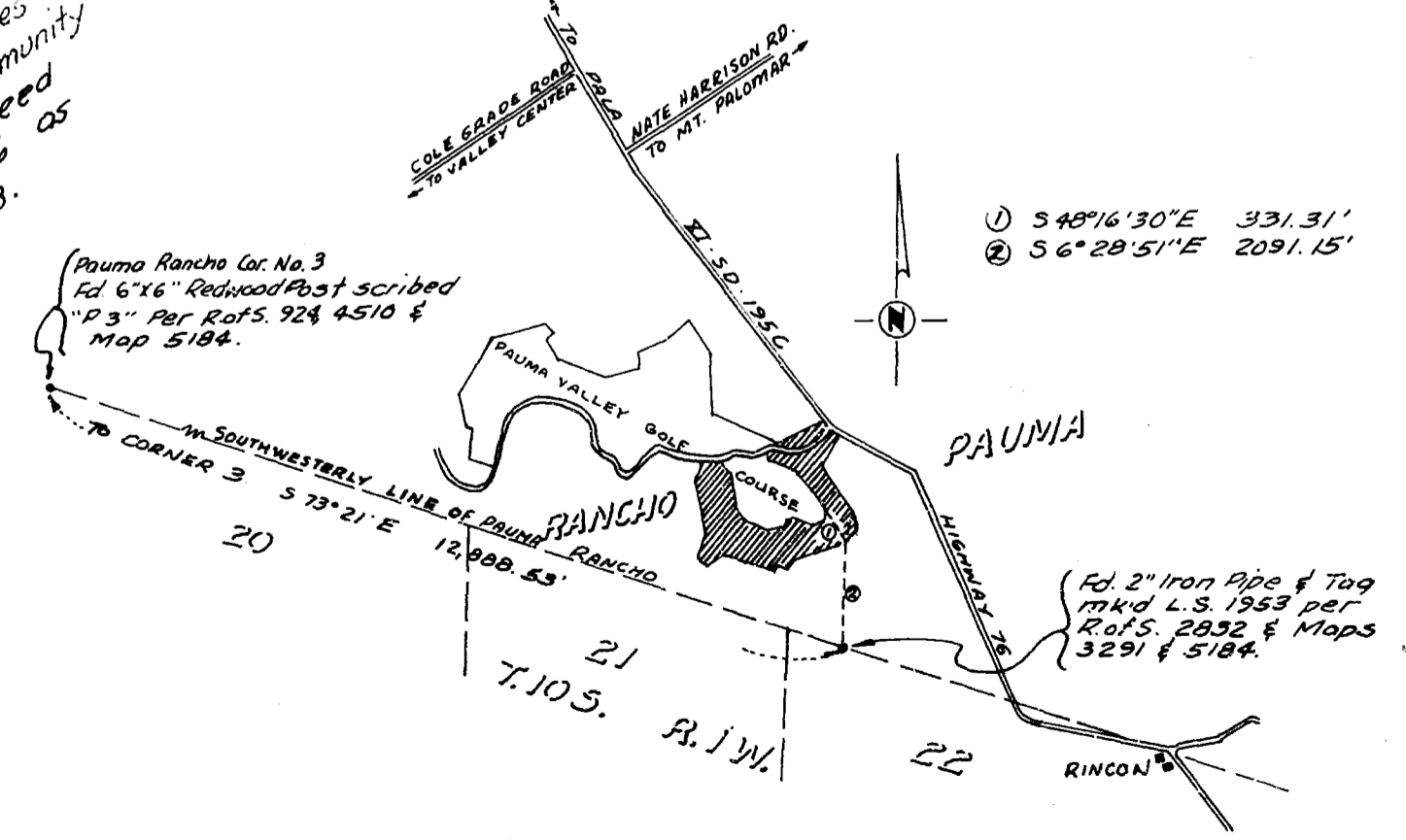
TOTAL GROSS AREA = 790' ACRES  
 TOTAL NUMBER OF LOTS = 139  
 LOWEST LOT NUMBER = 1  
 HIGHEST LOT NUMBER = 139

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE NORTHEASTERLY BOUNDARY OF LOTS 68 THROUGH 73 BEARING N 48° 16' 30" W, AS SHOWN ON MAP 5184.

A SOILS TEST WAS MADE FOR THIS SUBDIVISION BY WOODWARD, CLYDE, SHERARD & ASSOCIATES ON OCTOBER 15, 1965 AND FEBRUARY 23, 1966. THE ENGINEER MAKING THE TEST WAS DON K. WESTPHAL, R.C.E. 13921



VALLEYWOOD DRIVE  
 Rejected offer of dedication of Valleywood Drive Map 5184 now vacated by the Board of supervisors July 19, 1966



**SUBDIVISION BOUNDARY & PROCEDURE OF SURVEY**  
 Scale: 1" = 200'

Note ②: Easement Reserved for Drainage Purposes granted to Pauma Valley Community Services District by deed recorded June 20, 1966 as Document No. 100734.

VICINITY MAP  
 Scale: 1" = 3000'

CAL. COORD. INDEX 410-1773; 414-1773

COUNTY TM2597-2

Map 5758 3 of 5

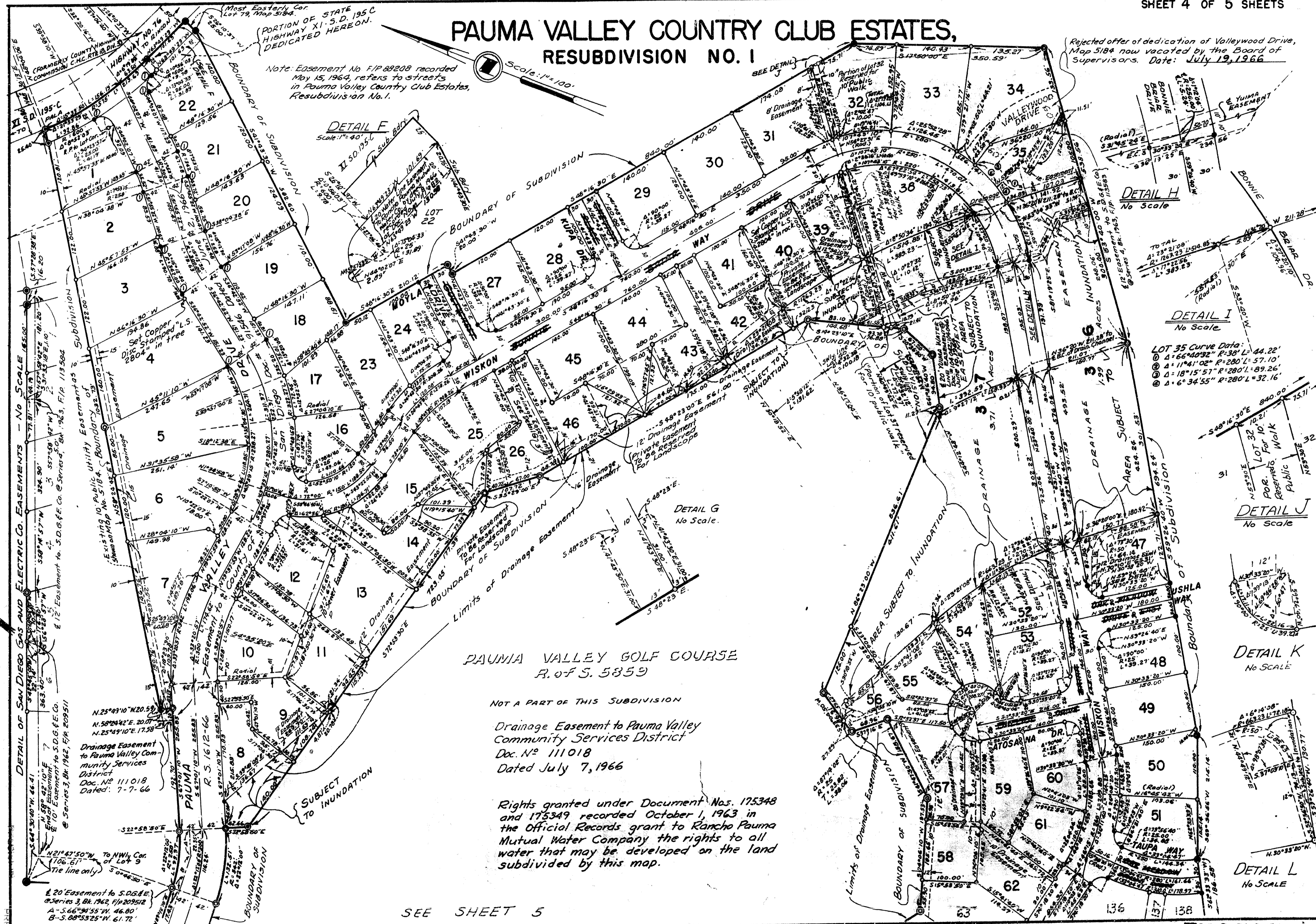
APR 11 1967  
 AUG 4 1966  
 MICROFILMED

# PAUMA VALLEY COUNTRY CLUB ESTATES, RESUBDIVISION NO. 1

Scale: 1"=100'

Note: Easement No. FIP 89208 recorded May 15, 1964, refers to streets in Pauma Valley Country Club Estates, Resubdivision No. 1.

Rejected offer of dedication of Valleywood Drive, Map 5184 now vacated by the Board of Supervisors. Date: July 19, 1966



DETAIL F  
Scale: 1"=40'

DETAIL H  
No Scale

DETAIL I  
No Scale

LOT 35 Curve Data:  
 ① 4° 66' 40.92" R=30' L=44.22'  
 ② 4° 11' 41.02" R=280' L=57.10'  
 ③ 4° 18' 15.57" R=280' L=89.26'  
 ④ 4° 6' 34.55" R=280' L=32.16'

DETAIL J  
No Scale

DETAIL K  
No Scale

DETAIL L  
No Scale

PAUMA VALLEY GOLF COURSE  
R. of S. 5859

NOT A PART OF THIS SUBDIVISION

Drainage Easement to Pauma Valley  
Community Services District  
Doc. No. 111018  
Dated July 7, 1966

Rights granted under Document Nos. 175348  
and 175349 recorded October 1, 1963 in  
the Official Records grant to Rancho Pauma  
Mutual Water Company the rights to all  
water that may be developed on the land  
subdivided by this map.

SEE SHEET 5

DETAIL OF SAN DIEGO GAS AND ELECTRIC CO. EASEMENTS - No Scale

Existing 10' Public Utility Easement of  
San Diego Gas & Electric Co. @ Series 4, Bk. 1963, FIP 113584

Existing 10' Public Utility Easement of  
San Diego Gas & Electric Co. @ Series 4, Bk. 1963, FIP 113584

Existing 10' Public Utility Easement of  
San Diego Gas & Electric Co. @ Series 4, Bk. 1963, FIP 113584

Existing 10' Public Utility Easement of  
San Diego Gas & Electric Co. @ Series 4, Bk. 1963, FIP 113584

Drainage Easement to Pauma Valley  
Community Services District  
Doc. No. 111018  
Dated: 7-7-66

E 20' Easement to S.D.G.&E.  
@ Series 3, Bk. 1962, FIP 209512  
A - 5.66° 34' 55" W. 46.80'  
B - 5.08° 55' 25" W. 61.72'

AUG 4 1966  
MICROFILMED  
APR 1 1967

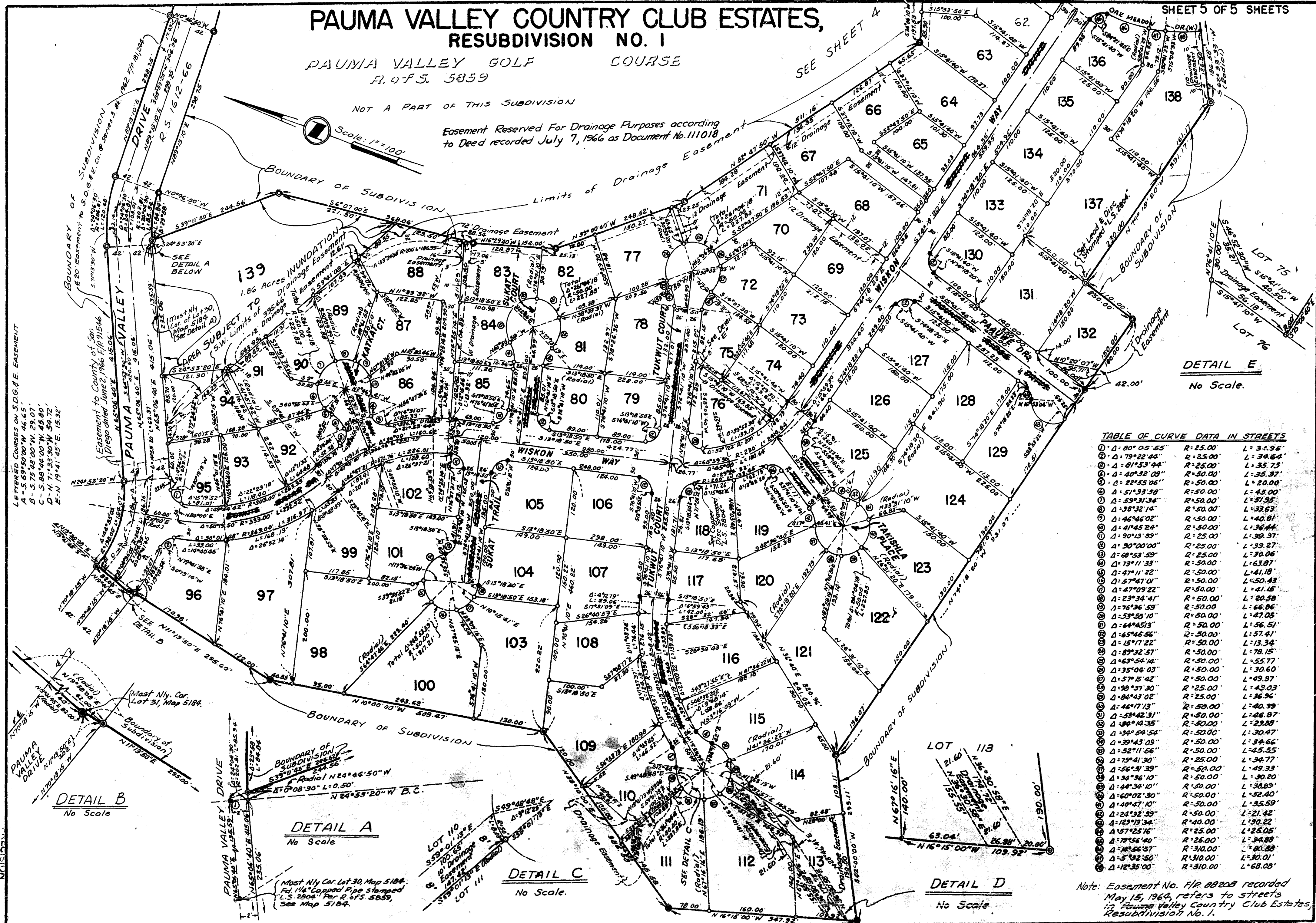
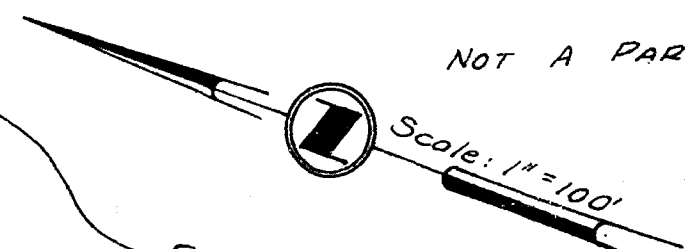


**PAUMA VALLEY COUNTRY CLUB ESTATES, RESUBDIVISION NO. I**

PAUMA VALLEY GOLF COURSE  
R.O.F.S. 5859

NOT A PART OF THIS SUBDIVISION

Easement Reserved For Drainage Purposes according to Deed recorded July 7, 1966 as Document No. 111018



LETTERED CURVES ON S.D.G. & E. EASEMENT  
A - S 59° 00' 00" W 146.65'  
B - S 75° 48' 00" W 21.07'  
C - S 06° 44' 00" W 45.60'  
D - N 71° 33' 30" W 54.72'  
E - N 19° 41' 45" E 15.32'

SEE DETAIL A BELOW

SEE DETAIL B

DETAIL B  
No Scale

DETAIL A  
No Scale

DETAIL C  
No Scale

DETAIL D  
No Scale

DETAIL E  
No Scale

**TABLE OF CURVE DATA IN STREETS**

① Δ: 80° 05' 55"	R: 25.00'	L: 34.95'
② Δ: 79° 22' 44"	R: 25.00'	L: 34.64'
③ Δ: 81° 53' 44"	R: 25.00'	L: 35.75'
④ Δ: 40° 32' 09"	R: 50.00'	L: 35.37'
⑤ Δ: 22° 55' 06"	R: 50.00'	L: 20.00'
⑥ Δ: 51° 33' 58"	R: 50.00'	L: 45.00'
⑦ Δ: 59° 31' 34"	R: 50.00'	L: 51.95'
⑧ Δ: 38° 32' 14"	R: 50.00'	L: 33.63'
⑨ Δ: 46° 46' 02"	R: 50.00'	L: 40.81'
⑩ Δ: 41° 45' 24"	R: 50.00'	L: 36.44'
⑪ Δ: 90° 13' 39"	R: 25.00'	L: 39.37'
⑫ Δ: 50° 00' 00"	R: 25.00'	L: 39.27'
⑬ Δ: 68° 53' 59"	R: 25.00'	L: 30.06'
⑭ Δ: 73° 11' 33"	R: 50.00'	L: 63.87'
⑮ Δ: 47° 11' 22"	R: 50.00'	L: 41.18'
⑯ Δ: 57° 47' 01"	R: 50.00'	L: 50.43'
⑰ Δ: 47° 09' 22"	R: 50.00'	L: 41.15'
⑱ Δ: 23° 34' 41"	R: 50.00'	L: 20.58'
⑲ Δ: 76° 36' 59"	R: 50.00'	L: 66.86'
⑳ Δ: 53° 55' 10"	R: 50.00'	L: 47.05'
㉑ Δ: 64° 45' 13"	R: 50.00'	L: 56.51'
㉒ Δ: 65° 46' 56"	R: 50.00'	L: 57.41'
㉓ Δ: 15° 17' 22"	R: 50.00'	L: 13.34'
㉔ Δ: 89° 32' 57"	R: 50.00'	L: 78.15'
㉕ Δ: 63° 54' 14"	R: 50.00'	L: 55.77'
㉖ Δ: 35° 04' 03"	R: 50.00'	L: 30.60'
㉗ Δ: 57° 15' 42"	R: 50.00'	L: 49.97'
㉘ Δ: 98° 57' 30"	R: 25.00'	L: 43.03'
㉙ Δ: 86° 43' 02"	R: 25.00'	L: 36.96'
㉚ Δ: 46° 17' 13"	R: 50.00'	L: 40.99'
㉛ Δ: 53° 42' 31"	R: 50.00'	L: 46.87'
㉜ Δ: 86° 14' 35"	R: 50.00'	L: 29.88'
㉝ Δ: 34° 54' 54"	R: 50.00'	L: 30.47'
㉞ Δ: 39° 43' 09"	R: 50.00'	L: 34.66'
㉟ Δ: 52° 11' 56"	R: 50.00'	L: 45.55'
㊱ Δ: 75° 41' 30"	R: 25.00'	L: 34.77'
㊲ Δ: 56° 31' 39"	R: 50.00'	L: 49.33'
㊳ Δ: 34° 36' 10"	R: 50.00'	L: 30.20'
㊴ Δ: 44° 34' 10"	R: 50.00'	L: 38.89'
㊵ Δ: 60° 02' 30"	R: 50.00'	L: 52.40'
㊶ Δ: 40° 47' 10"	R: 50.00'	L: 35.59'
㊷ Δ: 24° 32' 39"	R: 50.00'	L: 21.42'
㊸ Δ: 129° 13' 34"	R: 40.00'	L: 30.22'
㊹ Δ: 57° 25' 16"	R: 25.00'	L: 25.05'
㊺ Δ: 79° 56' 40"	R: 25.00'	L: 34.88'
㊻ Δ: 146° 56' 57"	R: 310.00'	L: 88.88'
㊼ Δ: 5° 32' 50"	R: 310.00'	L: 30.01'
㊽ Δ: 12° 35' 00"	R: 310.00'	L: 68.08'

Note: Easement No. F18 88208 recorded May 15, 1964, refers to streets in Pauma Valley Country Club Estates, Resubdivision No. 1.

AUG 4 1966

# PAUMA VALLEY COUNTRY CLUB ESTATES UNIT NO. 3

SHEET 1 OF 4 SHEETS

# MAP NO. 6428

We hereby certify that we are the owners of or are interested in the land subdivided by this map and we consent to the preparation and recording of this map. We hereby dedicate to the public Pauma Valley Drive and a portion of Pauma Valley Drive, for use as a street, and dedicate to the public the sewer easements as shown on said map.

UTAH CONSTRUCTION & MINING CO., a Delaware corporation, as owner  
By Albert T. Tilley Secretary  
By Albert T. Tilley President

RANCHO PAUMA NATURAL WATER COMPANY  
By Albert T. Tilley Secretary  
By Albert T. Tilley President

UTAH CONSTRUCTION & MINING CO., a Delaware corporation, as owner  
By Albert T. Tilley Secretary  
By Albert T. Tilley President

On this 9th day of May, 1969, before me, a Notary Public in and for said County and State, personally appeared ALBERT T. TILLEY, known to me to be the Vice President and Secretary of the Corporation known as the ASSOCIATED ENGINEERS AND ARCHITECTS, that executed the above certificate and known to me to be the persons who executed the above certificate on behalf of the corporation therein named, and acknowledged to me that said corporation executed said certificate pursuant to its by-laws or a resolution of its Board of Directors.

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

My commission expires MARCH 15 1971  
Mabel Tilley  
Notary Public in and for said County and State

STATE OF CALIFORNIA )  
COUNTY OF SAN FRANCISCO ) SS

On this 9th day of May, 1969, before me, a Notary Public in and for said County and State, personally appeared ALBERT T. TILLEY, known to me to be the Vice President and Secretary of the Corporation known as the ASSOCIATED ENGINEERS AND ARCHITECTS, that executed the above certificate and known to me to be the persons who executed the above certificate on behalf of the corporation therein named, and acknowledged to me that said corporation executed said certificate pursuant to its by-laws or a resolution of its Board of Directors.

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

My commission expires MARCH 15 1971  
Mabel Tilley  
Notary Public in and for said County and State

Being a subdivision of that portion of the Pauma Rancho, in the County of San Diego, State of California, according to Map thereof attached to the Patent in Book 1, Page 67 of Patents, records of said County, described as follows:

Beginning at the most northeasterly corner of Lot 96 Pauma Valley Country Club Estates Re subdivision No. 1, according to Map thereof No. 5756, filed in the office of the County Recorder of said County July 20, 1966; thence North 11°13'50" East 2°02' feet; thence North 19°41'45" East 40.00 feet to the centerline of Road Survey 1612-66, also known as Pauma Valley Drive, according to plat thereof on file in the office of the County Recorder of said County and dated June 3, 1966; also being a point on the boundary of the land shown on Record of Survey Map No. 5859 filed in the office of said County Recorder of said County; thence Northwesterly along the boundary of said Record of Survey Map No. 5859 and centerline of Road Survey 1612-66 North 70°18'15" East 201.43 feet to the beginning of a tangent 300.00 foot radius curve concave Southwesterly; thence westerly along said curve through an angle of 30°24'25" a distance of 205.33 feet; thence tangent to said curve South 50°16'12" West 115.00 feet to the beginning of a tangent 600.00 foot radius curve concave Southwesterly; thence Southwesterly along said curve through an angle of 20°01'10" (record 20°01'10" a distance of 209.61 feet) (record 209°13'30" West) to a point of intersection with the westerly boundary of said Road Survey 1612-66 and the boundary of that certain parcel of land conveyed to T. D. Corporation by deed recorded November 9, 1965, File/Page No. 20518, also being the True Point of Beginning; thence South 39°13'15" East 112.00 feet to said point of intersection; thence along the boundary of said T. D. Corporation as follows: South 17°32'05" East 342.54 feet (dead North 17°31'00" East 342.03 feet), South 10°24'25" West 133.11 feet (South 10°24'25" West 133.21 feet), North 76°17'15" East 568.65 feet (dead North 76°15'50" East 568.19 feet), North 39°18'15" West 105.82 feet (dead North 39°16'15" West 105.46 feet), North 16°02'10" East 335.71 feet (dead North 16°02'10" East 335.71 feet), North 01°29'15" East 232.79 feet (dead North 01°31'30" East 232.81 feet) to a point in the South boundary of that certain parcel of land conveyed to Theodore O. Robinson by deed recorded June 24, 1960, as Document No. 120791; thence along the boundary of said Robinson land as follows: North 71°39'10" East 12.47 feet (dead North 71°39'10" East 12.31 feet); thence North 45°32'30" East 30.00 feet to a point on the centerline of said Road Survey No. 1612-66 and boundary of said Record of Survey No. 5859; thence Northwesterly along said centerline and boundary North 11°13'50" West (record North 11°13'50" West) 26.88 feet to the beginning of a tangent 100.00 foot radius curve concave Easterly; thence Northwesterly along said curve through an angle of 11°02'07" a distance of 307.56 feet; thence tangent to said curve North 00°24'10" West (record North 00°22'30" West) 121.61 feet to the beginning of a tangent 305.00 foot radius curve concave Southwesterly; thence Northwesterly along said curve through an angle of 31°02'07" a distance of 208.54 feet to a point on said curve; thence radial to said curve, and leaving said centerline and boundary, North 58°33'43" East 72.02 feet; thence South 31°01'17" East 198.28 feet; thence South 31°35'58" East 274.63 feet; thence South 15°55'57" East 112.94 feet; thence South 04°48'30" East 120.73 feet; thence South 15°30'55" West 162.25 feet; thence South 71°07'20" West 129.31 feet to a point on the arc of a 350.00 foot radius curve concave Northwesterly; a radial bears South 66°10'14" West to said point, said curve also being the Easterly boundary of said Road Survey No. 1612-66; thence along said boundary Southwesterly along said curve through an angle of 21°07'34" a distance of 132.00 feet; thence tangent to said curve South 11°13'30" East 231.13 feet (record South 11°13'30" East 231.13 feet) to the beginning of a 342.00 foot radius curve concave Southwesterly; thence Southwesterly along said curve through an angle of 11°41'50" (record 11°40'10") a distance of 218.89 feet; thence tangent to said curve South 02°45'40" East 96.90 feet (97.17 feet) to the beginning of a tangent 208.00 foot radius curve concave Northwesterly; thence Southwesterly and Northwesterly along said curve through an angle of 123°18'20" (record 123°18'15") a distance of 147.63 feet; thence tangent to said curve North 53°56'30" East 139.96 feet (record North 53°55'30" East 139.87 feet) to the beginning of a tangent 1255.00 foot radius curve concave Northwesterly; thence Northwesterly along said curve through an angle of 03°39'50" a distance of 157.18 feet; thence tangent to said curve North 50°16'10" East (record North 50°15'10" East) 152.05 feet; thence leaving said Easterly boundary at Right angles South 39°13'15" East 42.00 feet to the said centerline, also being the True Point of Beginning.

Title Insurance and Trust Company hereby certifies that according to the Official Records of the County of San Diego, Utah Constitution and Mining Co., a Delaware corporation, as owner was on the 9th day of May, 1969, at 6 o'clock P.M., the only party having any record Title Interest in the land subdivided by this map, other than the County of San Diego, holder of Easement recorded June 2, 1966 as File/Page No. 91546, Series 7, Book 1966 of Official Records, none of which can ripen into a fee.

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

TITLE INSURANCE AND TRUST COMPANY  
By George D. Dyer  
Assistant Vice President  
By A. P. P. P.  
Assistant Secretary

STATE OF CALIFORNIA )  
COUNTY OF SAN DIEGO ) SS

We, County Treasurer of the County of San Diego, State of California, Acting County Engineer of said County, and Director of Special District Services of said County, hereby certify that there are no unpaid special assessments or bonds which may be paid in full, shown by the books of our offices, against the tract or subdivision or any part thereof shown on the annexed map and described in the caption thereof.

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

My commission expires 7-9-69  
Heaven J. Dixon  
Notary Public in and for said County and State

I, Stanley C. Rogers, a licensed land surveyor, certify that the survey of this subdivision was made by me or under my direction between October 1, 1968 and November 1, 1968 and said survey is true and correct as shown. The monuments of the character indicated have been found as shown and I will set all other monuments of the character and at the position indicated by legend in this map within 30 days after completion of the required improvements and their acceptance by the County of San Diego and such monuments are, or will be sufficient to enable the survey to be retraced. (See Legend on Sheet 2)

I, H.M. Taylor, Acting County Engineer, certify that I have examined this map; that the subdivision is substantially the same as it appeared on the tentative map, and any approved alterations thereof; that all the provisions of the Subdivision Map Act and Division 1 of Title 8 of the San Diego County Code have been complied with; and that I am satisfied that this map is technically correct.

H.M. TAYLOR, Acting County Engineer  
By: Stanley C. Rogers  
Licensed Land Surveyor No. 2783

I, PORTER D. GERRANS, Clerk of the Board of Supervisors, hereby certify that the provisions of Chapter 2, Part 2, Division 1 of the Business and Professions Code have been complied with regarding deposits for taxes on the property within this subdivision.

PORTER D. GERRANS, Clerk of the Board of Supervisors  
By: John McFarley  
Deputy

I hereby approve the name Pauma Valley Country Club Estates Unit No. 3 for the subdivision shown on the annexed map.

A. S. GRAY, County Recorder  
By: John McFarley  
Deputy

FILE NO. 131933  
I, A. S. GRAY, Recorder of the County of San Diego, hereby certify that I have accepted for recordation this map filed at the request of Stanley C. Rogers, this 28th day of JULY, 1969, at 4:34 o'clock P.M.

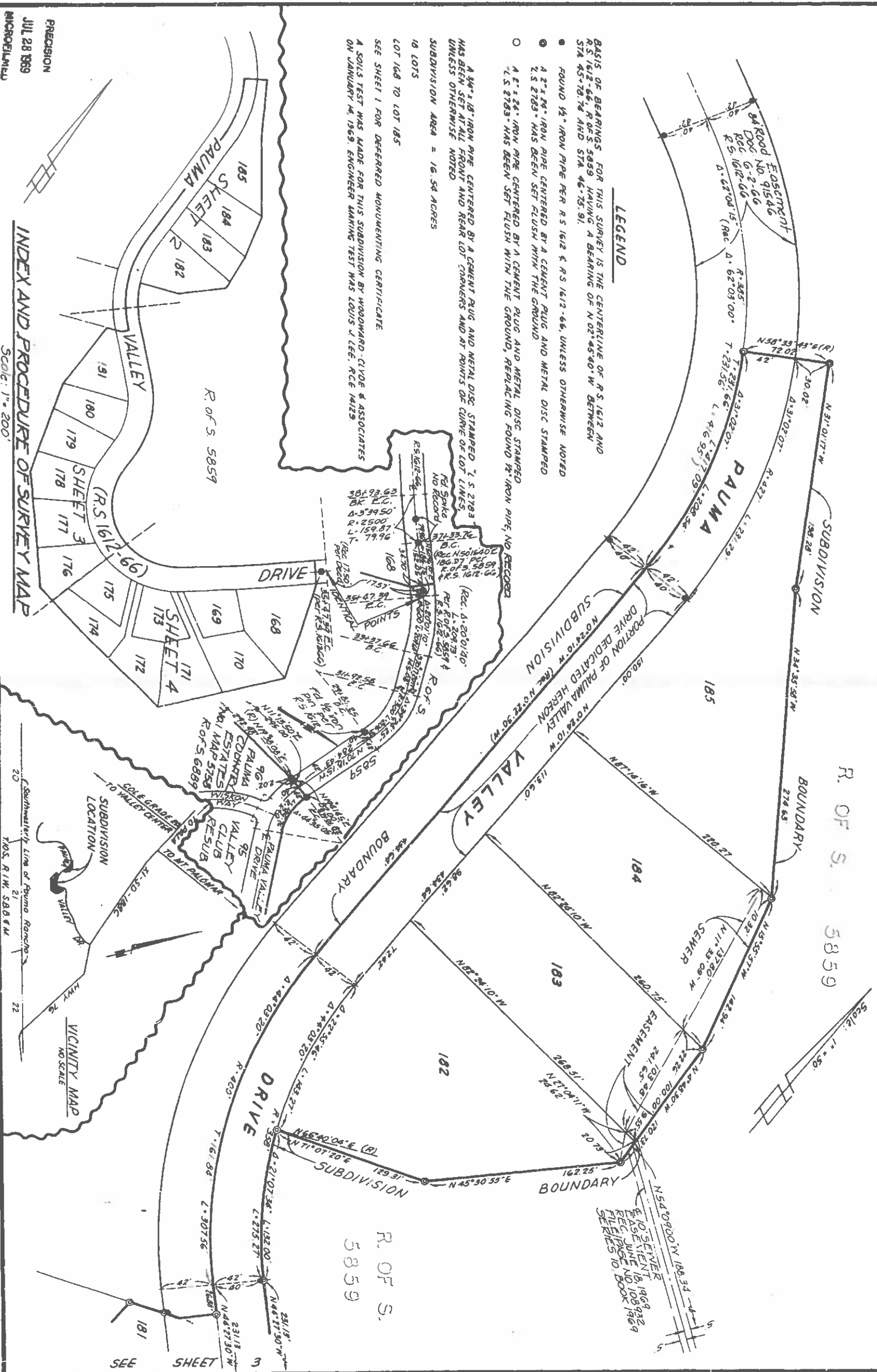
A. S. GRAY, County Recorder  
By: Stanley C. Rogers  
Deputy

PORTER D. GERRANS, Clerk of the Board of Supervisors  
By: John McFarley  
Deputy

# MAP NO. 6428

SHEET 2 OF 4 SHEETS

## PAUMA VALLEY COUNTRY CLUB ESTATES UNIT NO. 3



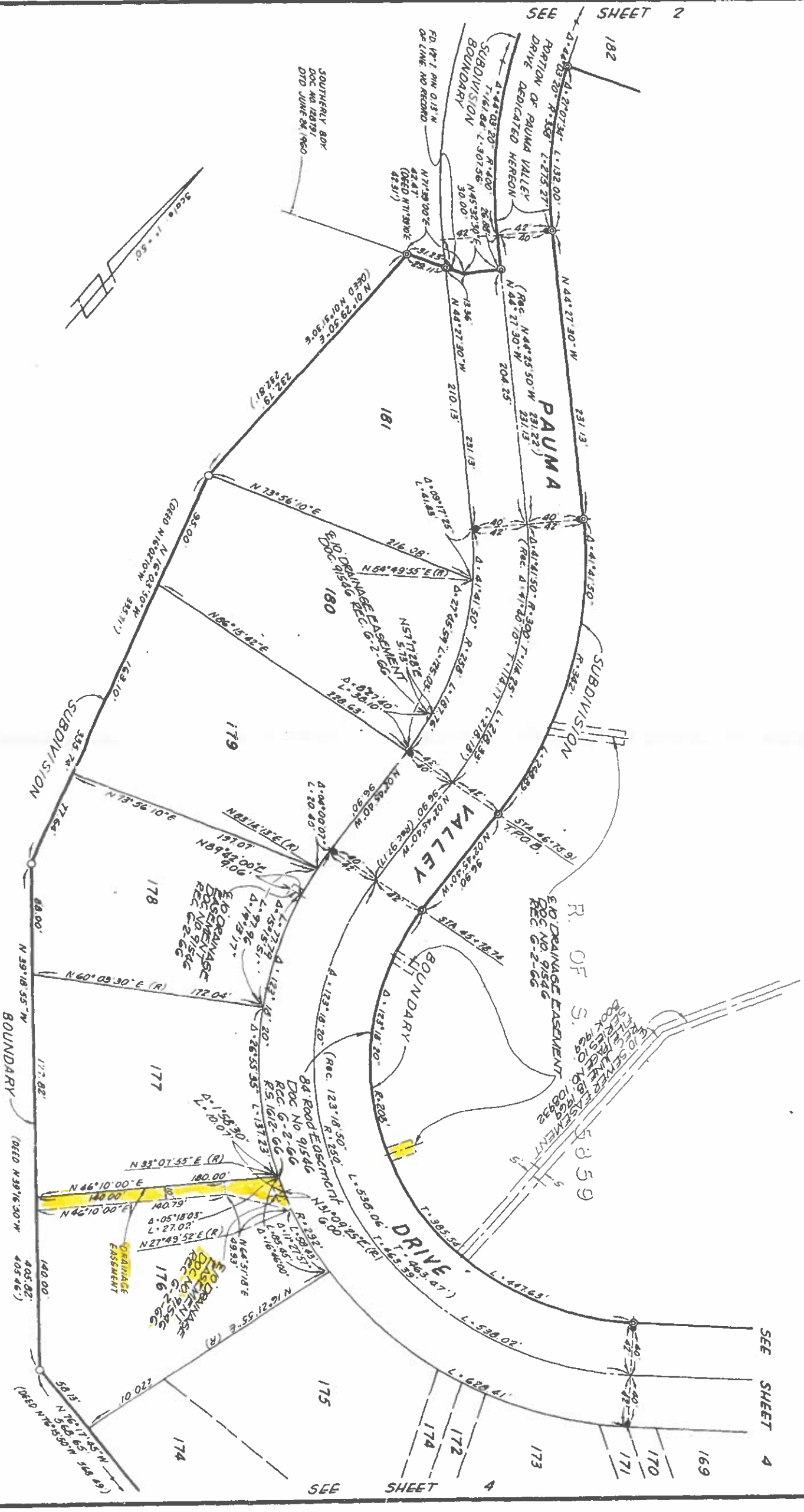
Map 6428

COUNTY T2210-3

# MAP NO. 6428

SHEET 3 OF 4 SHEETS

## PAUMA VALLEY COUNTRY CLUB ESTATES UNIT NO. 3



PRECISION  
JUL 28 1989  
MICROFILMED

Map 6428 3 of 4

COUNTY TM 27-10-3

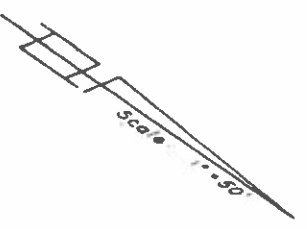
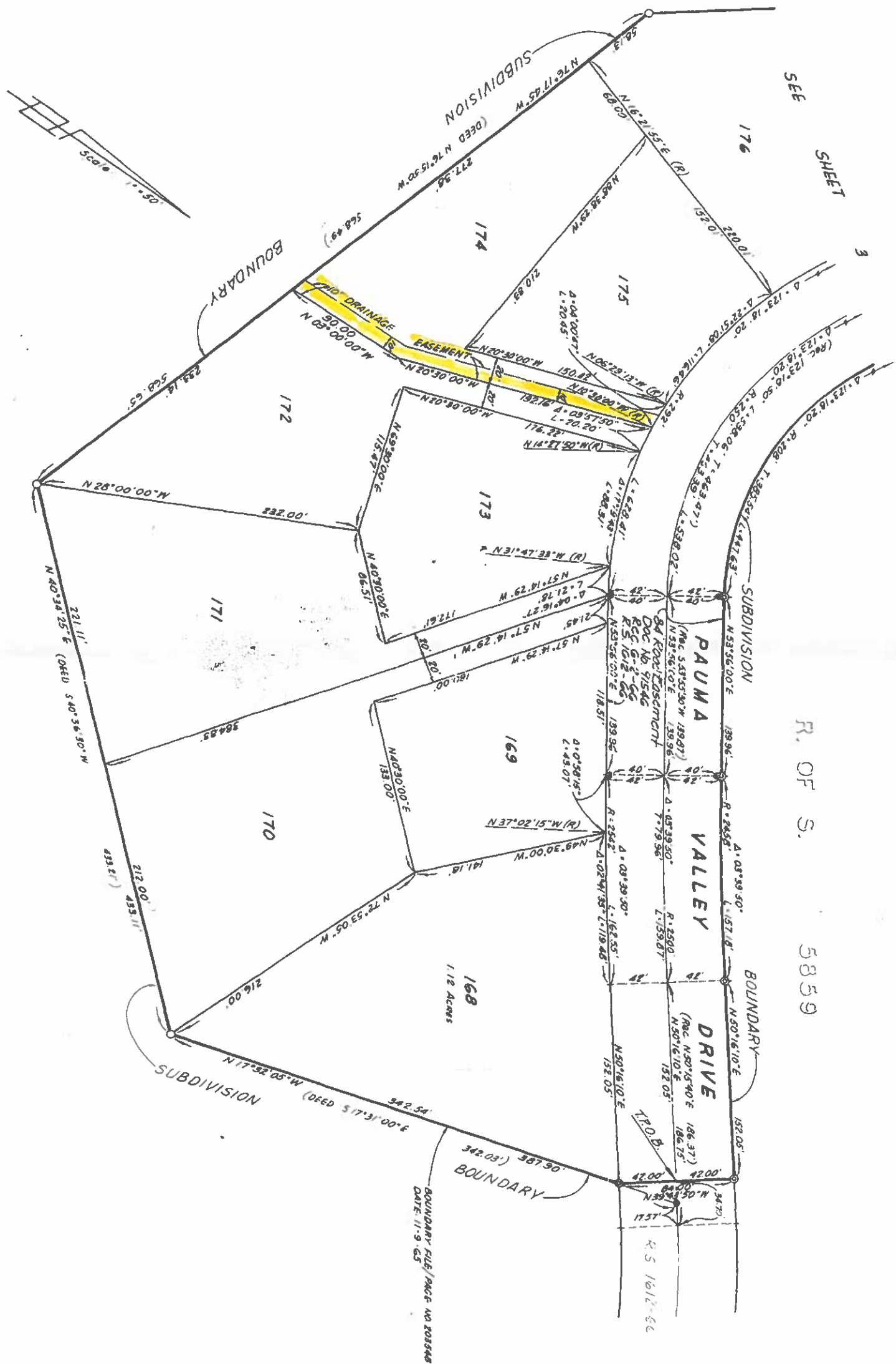
# PAUMA VALLEY COUNTRY CLUB ESTATES UNIT NO. 3

## MAP NO. 6428

SHEET 4 OF 4 SHEETS

SEE SHEET 3

R. OF S. 5859



PRECISION  
JUL 28 1959  
MICROFILMED

Map 6428 of 4

COUNTY T.M. 2740-3

## Performance Bond Issue and Proposed Solutions

Erik Sattler <erik@sattlersolar.com>

Wed 8/7/2024 3:18 PM

To: Eric Steinlicht <eric.steinlicht@paumavalleycsd.ca.gov>

Cc: Cosmin Tobos <Cosmin@sattlersolar.com>; Matt Brennan <mbrennan@collectivesun.com>

Hi Eric,

We've carefully reviewed the indemnification agreement with our families and unfortunately, they are unable to sign it. This agreement conflicts with our company's safety protocols designed to protect them from work-related risks. As a result, we cannot provide a performance bond.

We understand your board's decision and are happy to withdraw from the project without billing for completed work. However, we would appreciate reimbursement for the construction change county fee and the inspection cost to extend the permit expiration date.

Additionally, we've already purchased equipment (e.g., Disconnects, Solar PV Combiner panels, Fuses, and breakers) in anticipation of the project. If you choose to move forward with another contractor, we would be interested in selling this equipment to them.

Alternatively, we are open to completing the project in exchange for payment upon its successful completion. This would involve full installation, passing county inspections, obtaining SDG&E permission to operate, and demonstrating full capacity.

We apologize for any inconvenience this may cause and remain committed to finding a mutually beneficial solution.

Sincerely,

Erik

**Erik Sattler, PE, LEED AP**

Principal

Sattler Solar Inc.

Contractor Lic#: 1017484 (A & C10)

Office: 619.880.0445

Mobile: 858.327.0334

E-Mail: [erik@sattlersolar.com](mailto:erik@sattlersolar.com)

[www.sattlersolar.com](http://www.sattlersolar.com)

Pauma Valley Community Services District  
Attn: Eric Steinlicht

Dated: August 12, 2024

**SUBJECT: Proposed Payment Terms per latest 'No Pay Until Completion Offer'**

Dear Eric,

Thank you for considering our proposal to defer payment until project completion. This letter provides further clarification of the proposed terms.

**Payment Upon Completion of the Project**

Sattler Solar Inc. proposes the following payment terms in lieu of a performance bond: PVCSD will not be obligated to make any payments until the project is complete and has been successfully commissioned. Project completion is defined as follows:

- County Inspector approval of the system installation
- SDG&E permission to operate
- Demonstration of system operability with all inverters producing

Payment is due within 30 days of fulfilling all project completion criteria. Sattler Solar assumes full responsibility for interconnection with SDG&E, while PVCSD's assistance may be required for certain correspondence with SDG&E.

**Existing Equipment**

While Sattler Solar is not responsible for the condition of existing equipment, we will provide reasonable support and assistance to address any issues that may arise with such equipment, facilitating a quick and cost-effective resolution. It shall be noted that we have no reason to believe that there are any issues.

**Aggregate Net Metering**

Please note that the establishment of correct billing for Aggregate Net Metering by SDG&E may take several months. This process is unrelated to Sattler Solar's performance and may require follow-up actions by PVCSD.

By accepting this proposal, Sattler Solar assumes all risks associated with the project installation.

Please do not hesitate to contact us if you require further information.

Sincerely,

  
Erik Sattler  
President



**Construction Agreement**  
**between the Pauma Valley Community Service District and Sattler Solar, Inc.**  
**for the completion of an existing solar generation system**  
**located in the Pauma Valley Country Club Air Park**

1. **PARTIES:** The Parties to this agreement are the Pauma Valley Community Service District, (herein referred to as “PVCSD”) a California established Special District operating under the laws of California and Sattler Solar Inc., (herein referred to as “Contractor”) as a duly formed California Corporation.
2. **PURPOSE:** The purpose of this Agreement is to complete, upgrade, and make operational an existing solar generation facility located in the Pauma Valley located on an airport hangar, in the County of San Diego.
3. **SCOPE OF WORK:** Contractor is to make fully operational the existing commercial solar generation facility located on the roof top of the Pauma Valley Airport Hangar (herein referred to as the: “Project”). The project consists of a grid tied Commercial solar PV installation including an SDG&E service upgrade to 400A. The racking and solar panels are already installed on the roof. All modules will need to be removed, re-stringed and Rapid Shutdown Devices need to be installed as well as wire management will need to be completed. The 20 SMA 5.0 inverters are currently installed on the wall of the hangar but not wired. Contractor will remove 7 of the inverters for a total of 14 inverters to remain. Contractor will install two 200A Combiner Panels, Contractor is to secure the right to transfer power from the solar generation facility to the local SDG&E power grid, secure all necessary permits form the County of San Diego, upgrade, as necessary, any and all electrical lines, replace any conduit systems, transmission lines, breakers, inverters, and clean repair or replace any defective solar panels. Contractor has been provided with the engineering drawings for the solar system and is to complete the remaining portions of the solar system in a manner that allows the electricity that is generated from the solar panels to be transferred to the SDG&E power grid. And one 400A PV disconnect for utility operations. Contractor will ensure that the system can connect to a 400A upgraded service as the maximum output current will be below 400A. Contractor will install a 100A fused disconnect at the existing hangar electrical panel to comply with short circuit ratings required by SDG&E.

In addition to the above, the following tasks will be performed:

1. Upgrade SDG&E electrical service system to allow for 400A service and update solar panel layout to allow for required fire setbacks.
2. Remove and reinstall solar panels to add RSDs and perform wire management on the roof.
3. Remove six (6) of the existing SMA SB 5.0 inverters and all disconnects and install two (2) combined panels of 200A each. Modify existing conduit and wiring to allow for upgraded amperage.
4. Coordinate and perform SDG&E service upgrades to allow for 400A service. Four of the spare inverters will go into Sattler Solar's procession.

4. **COST**: The Cost to complete the solar system repair and upgrades is **\$78,472.18**.
5. **COMPLETION TIME**: The Solar system completion project will be substantially complete by November 26<sup>th</sup>, 2024.
6. **CONTRACT TIME; LIQUIDATED DAMAGES**: Not as a penalty and because actual damages would be too difficult to quantify, the PVCSD will assess liquidated damages in the amount of \$500.00 for each and every calendar day of delay in finishing the work in excess of the contract time. This time frame may be changed by mutual agreement.
7. **REQUIRED CONTRACTOR'S LICENSE(S)**: Pursuant to Business & Professions Code Section 7028.15 and Public Contract Code Section 3300 all Contractor and all tiers of subcontractors must possess proper licenses for the performance of the work contemplated by the Project. Contractor must possess a valid California Class A and the Contractor or subcontractor must possess a valid contractor's license to engage in the work noted in the Scope of Work.
8. **REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS**: The Bidder and its Subcontractors must be registered and qualified to perform public work pursuant to Labor Code Section 1725.5, subject to limited legal exceptions under Labor Code Section 1771.1.
9. **SECURITIES SUBSTITUTION**: Pursuant to California Public Contract Code Section 22300, and at the request and expense of the Contractor to whom the Contract is awarded, securities in a form approved by PVCSD shall be permitted in substitution for money withheld by PVCSD to ensure performance under the Contract.
10. **PREVAILING WAGE**: Pursuant to California Labor Code Section 1770, et seq., the Project is a public work, and the successful Contractor will be required to comply with certain labor standards and employment requirements including payment of the prevailing wage. Copies of the prevailing wage rates can be viewed at: <http://www.dir.ca.gov/DLSR/PWD/> and are on file with the PVCSD at the address identified below and shall be made available to any interested party upon request.
11. **DEPARTMENT OF INDUSTRIAL RELATIONS MONITORING AND ENFORCEMENT**: This Contract will be subject to compliance monitoring and enforcement by the California Department of Industrial Relations.
12. **QUESTIONS CONCERNING THE PROJECT**: If the Contractor has questions regarding this Project, contact the General Manager: Eric Steinlicht, [eric.steinlicht@paumavalleycsd.gov](mailto:eric.steinlicht@paumavalleycsd.gov). Bidder shall submit any questions addressing the interpretation or clarification of the Contract Documents in writing.

To: Eric Steinlicht  
General Manager  
PVCSD  
33129 Cole Grade Road  
Pauma Valley, CA 92061

13. **CONTRACT BONDS:** The Contractor shall furnish two good and sufficient bonds. One of the bonds shall be executed in a sum equal to at least one hundred percent (100%) of the contract price, which shall be furnished as required by the Terms of Section 9550 of the Civil Code of the State of California. The other bond shall guarantee faithful performance of the said contract by the Contractor and shall be executed in a sum equal to at least one hundred percent (100%) of the contract price. (See: Cal.Pub.Contract Code Sec. 7103. Bonds shall be furnished by a surety company satisfactory to PVCSD. Whenever any surety or sureties on any such bonds, or any bonds required by law for the protection of the claims of laborers and materials, become insufficient or the GM has cause to believe that such surety or sureties have become insufficient, a demand in writing may be made of the Contractor for further bond or bonds or additional surety not exceeding that originally required, as is considered necessary, taking into account the extent of the work remaining to be done. Thereafter no payment shall be made upon such contract to the Contractor, or any assignee of the Contractor, until such further bond or bonds or additional surety has been furnished. Faithful performance bonds, whether by individual or corporate surety, shall in addition to other terms and conditions, contain the conditions that (1) death of the named principal shall not operate as a release of the obligation hereunder of the surety, and (2) extensions of time, if any, granted by the PVCSD to Contractor for performance of the work covered by said bond shall extend for a like time the period of limitations during which surety shall remain bound by the said undertaking.
14. **LAWS TO BE OBSERVED:** The Contractor shall keep himself fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the PVCSD which in any manner affect those engaged or employed in the work, or the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same.
15. **WAGE REQUIREMENTS ON PUBLIC WORKS PROJECTS:**
- a. Effective January 1, 2015, no Contractor or Subcontractor may be listed on a bid proposal for a public works project (submitted after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 (with the limited exceptions from this requirement for bid purposed only under Labor code Section 1771.1(a)). Register at <https://efiling.dir.ca.gov/PWCR>
  - b. No Contractor or Subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.
  - c. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
  - d. The Prime Contractor is required to post job site notices prescribed by regulations. See 8 Calif. Code Regulation §16451(d).
  - e. Effective April 1, 2015, All Contractors and Subcontractors must furnish electronic certified records directly <https://apps.dir.ca.gov/ecpr/das/altlogin>
16. **PREVAILING WAGES:**
- a. The Contractor is aware of the requirements of California Labor Code sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, section 16000 et seq. (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public works” projects. Since this

Project involves a “public work” project, as defined by the Prevailing Wage Laws, Contractor shall fully comply with such Prevailing Wage Laws. Contractor’s failure to comply with the Prevailing Wage Law may constitute a default under the contract for performance of the work which would entitle the PVCSD to rescind the contract or exercise other remedies as provided by law or the contract.

- b. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this contract from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at <http://www.dir.ca.gov/dlsr/>. The Contractor shall defend, indemnify, and hold the PVCSD, its elected officials, officers, employees, volunteers, and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.
- c. If this project is funded in whole or in part with Federal monies and subject to the provisions of the Davis-Bacon Act, the successful bidder shall pay not less than the wage rates determined by the Secretary of Labor. The Federal wage rates shall apply unless the State wage rates are higher. The Federal Wage Rates applicable to the contract are those current within ten (10) days of the bid due date.
- d. The Contractor and all subcontractors shall pay and shall cause to be paid each worker engaged in work on the Project not less than the general prevailing rate of per diem wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor and such workers.
- e. The Contractor and all subcontractors shall pay and shall cause to be paid to each worker needed to execute the work on the Project travel and subsistence payments, as such travel and subsistence payments are defined in the applicable collective bargaining Contracts filed with the Department of Industrial Relations in accordance with Labor Code § 1773.8.
- f. If during the period any bid for work on this Project remains open, the Director of Industrial Relations determines that there has been a change in any prevailing rate of per diem wages in the locality in which this public work is to be performed, such change shall not alter the wage rates in the Notice calling for Bids or the contract subsequently awarded.
- g. Pursuant to Labor Code §1775, the Contractor shall as a penalty to the PVCSD, forfeit Fifty Dollars (\$50.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages, determined by the Director, for such craft or classification in which such worker is employed for any public work done under the Contract by the Contractor or by any Subcontractor under it. The Labor Commission shall determine the amount of the penalty. In addition, the difference between such prevailing rate of per diem wage and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing rate of per diem wage shall be paid to each work by the Contractor.
- h. Any worker employed to perform work on the Project, which work is not covered by any craft or classification listed in the general prevailing rate of per diem wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the craft or classification which most nearly corresponds to the work on the Project to be performed by them, and such minimum wage rate shall be retroactive to time of initial employment of such person in such craft or classification.
- i. For those crafts or job classifications requiring special prevailing wage determinations, please contact the Division of Labor Statistics and Research, Prevailing Wage Unit, P.O.

Box 420603, San Francisco, CA 94142-0603, (415) 703-4774 or check or review the web site at: <http://www.dir.ca.gov>.

17. **HOURS OF LABOR:**

- a. As provided in Article 3 (commencing at §1810), Chapter 1, Part 7, Division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any Subcontractor on any subcontract under this Contract, upon the work or upon any part of the work contemplated by this Contract, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereinafter provided. Notwithstanding the provision hereinabove set forth, work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one week shall be permitted upon this public work provided that the employees' compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.
- b. The Contractor shall pay to the PVCSD a penalty of Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Contract by the Contractor, or by any Subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one (1) calendar week, in violation of the provisions of Article 3 (commencing at §1810), Chapter 1, Part 7, Division 2 of the Labor Code, unless compensation for the workers so employed by Contractor is not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.
- c. Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half (1½) times the above specified rate of per diem wages, unless otherwise specified. Holidays shall be defined in the Collective Bargaining Contract applicable to each particular craft, classification, or type of worker employed.

18. **CERTIFIED PAYROLL:**

- A. Contractor's attention is directed to California Labor Code Section 1776, which requires Contractor and any subcontractors to keep an accurate payroll record, and which imposes inspection requirements and penalties for non-compliance. Contractor is responsible for the submission of copies of payrolls by all subcontractors. Each payroll submitted shall be accompanied by a "Statement of Compliance", signed by the Contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract, and shall certify the following: 1. 2. 3.
  1. That the payroll for each payroll period contains the name, social security number, and address of each employee, his or her correct classification, including applicable area and group code, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid, and that such information is correct and complete;
  2. That such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions; and
  3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work

performed, as specified in the applicable wage determination incorporated into the contract. If the Contractor or a subcontractor does not work during the payroll period, a Statement of Non-Working days must be submitted for each day not worked.

- B. In the event of noncompliance with the requirements of such section after 10 days written notice specifying in what respects compliance is required, the CONTRACTOR shall forfeit as a penalty to PVCSD, \$25.00 for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.

19. **APPRENTICES:**

- a. Attention is directed to the provisions in sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under him on contracts greater than \$30,000 or 20 working days. The Contractor and any subcontractor under him shall comply with the requirements of Sections 1777.5 and 1777.6 in the employment of apprentices.
- b. Section 1777.5 requires the Contractor or subcontractor employing workers in any apprentice occupation to apply to the joint apprenticeship committee nearest the site of the public works project, and which administers the apprenticeship program in that trade, for a certificate of approval, if they have not previously applied and are covered by the local apprenticeship standards.
- c. The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if: (1) the Contractor employs registered apprentices or journeymen in any apprentice trade on such contracts and if other contractors on the public works site are making such contributions; or (2) if the Contractor is not a signatory to an apprenticeship fund and if the funds administrator is unable to accept Contractor' required contribution. The Contractor or subcontractor shall pay a like amount to the California Apprenticeship Council.
- d. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

20. **LABOR DISCRIMINATION:** No discrimination shall be made in the employment of persons upon public works because of the race, color, sex, religion, age, national origin, sexual orientation, or physical disability of such persons and every Contractor for public works violating this section is subject to all the penalties imposed for a violation of the provisions of the Labor Code, and, in particular, Section 1735.

21. **REGISTRATION OF CONTRACTORS:** Contractor shall be licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professional Code of the State of California. All Contractors must have an "A" license or a "C" license that allows them to complete the work specified herein, in a professional manner consistent with the scope of work.

22. **PERMITS AND LICENSES:** The Contractor shall procure all permits and licenses, including any local or County business licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. However, the contractor will be

reimbursed for construction permit fees. The estimated cost shown as an allowance in the bid proposal is only for bidding purposes. Payment shall be made for the actual cost of the permit.

23. **PATENTS:** The Contractor shall assume all costs arising from the use of patented materials, equipment, devices or processes used on or incorporated in the work, and agrees to indemnify and hold harmless PVCSD, its officers, employees and agents from all suits at law or actions of any nature, damages, royalties and costs on account of the use of any patented materials, equipment, devices or processes.
24. **RESPONSIBILITY FOR DAMAGES:** PVCSD, its officers, employees and agents shall not be answerable or accountable in any manner for any loss or damage to the work or any part thereof, nor to any material or equipment used in performing the work, nor for injury or damage to any person or persons, either workers or the public, nor for damage to adjoining property from any cause whatsoever during the progress of the work nor at any time before final acceptance.
25. **CONTRACTOR'S RESPONSIBILITY FOR THE WORK:** Except as provided above, until formal acceptance of the work by PVCSD, the Contractor shall have the charge and care thereof and shall bear the risk of injury or damage to any part thereof by the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof, except such injuries or damages occasioned by acts of the Federal Government or the public enemy. The Contractor will not be responsible for the cost of repairing or restoring damage to the work, which damage is determined to have been proximately caused by an act of God, in excess of 5% of the contracted amount.
26. **SAFETY PROVISIONS:** The Contractor shall conform to the rules and regulations pertaining to safety established by the California Division of Occupational Safety and Health of the Industrial Relations Department (CAL-OSHA).
27. **NO PERSONAL LIABILITY:** Neither the PVCSD Board members, General Manager, nor any other PVCSD officer, employees, authorized assistant or agent shall be personally responsible for any liability arising under this contract.
28. **RESPONSIBILITY OF PVCSD:** PVCSD shall not be held responsible for the care or protection of any material or parts of the work prior to final acceptance, except as expressly provided in these specifications.
29. **PUBLIC CONVENIENCE AND SAFETY:** The Contractor shall conduct operations as to cause the least possible obstruction and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and signs as are necessary or as required by the GM to give adequate warning to the public at all times that the work is in progress and of any dangerous conditions to be encountered as a result of the work or of the presence of the Contractor's equipment or machinery.
30. **NOTICES TO CONTRACTOR:** Any notice required to be given to the Contractor by PVCSD or by the GM or by any officer of PVCSD may be given to said Contractor at the address shown in the Contractor's proposal. Such notice may be given by mailing a copy of said notice

to the Contractor to such address by United States certified mail. Evidence of such mailing shall be deemed the equivalent of personal services of said notice.

31. **SOUND CONTROL REQUIREMENTS:** Sound control shall conform to the Pauma Valley Homeowner's Association see PVCSD for details. No construction work shall occur on weekdays between 7:00 pm and 7:00 am. Weekend construction must be approved by PVCSD.
32. **SUBMITTALS AND REQUEST FOR INFORMATION (RFI'S):** The Contractor shall submit an RFI within five (5) business days of an event or question of fact arising under the Contract. PVCSD shall have ten (10) business days to respond to an RFI or any Submittal required to be made under the Contract.
33. **ALTERATIONS:** PVCSD reserves the right to increase or decrease the quantity of any item or portion of work, or to omit portions of the work as may be deemed necessary or expedient by the GM; also, to make such alterations or deviations, increases or decreases, additions or omissions in the plans and specifications, as may be determined during the progress of the work to be necessary and advisable.
34. **CLEAN UP:** Contractor shall leave the work site in an acceptable clean manner at the end of each workday. Upon completion and before making application for acceptance of the work, the Contractor shall clean the street or road, borrow pits, and all ground occupied by the Contractor in connection with the work, of all rubbish, excess materials, temporary structures, and equipment; and all parts of the work shall be left in a neat and presentable condition.
35. **AUTHORITY OF THE PVCSD GENERAL MANAGER:** The PVCSD General Manager ("GM") shall decide all questions which may arise as to the quality or acceptability of materials furnished and work performed; the manner of performance and rate of progress of the work; the interpretation of the plans and specifications; the acceptable fulfillment of the contract on the part of Contractor; and all questions as to claims and compensation. The Manager's decision shall be final, and he/she shall have executive authority to enforce and make effective such decisions and orders that the Contractor fails to carry out promptly.
36. **PLANS:** All authorized alterations affecting the requirements and information given on the approved plans shall be in writing. No changes shall be made to any plans or drawings after the same have been approved by the GM, except by direction of the GM. Working drawings of plans for any structure not included in the plans furnished by the GM shall be approved by the GM before any work involving these plans shall be performed, unless approval is waived in writing by the GM. Notwithstanding the foregoing, the Contractor agrees that approval by the GM of the Contractor's working plans does not relieve the Contractor of any responsibility for the accuracy of the dimensions and details thereof, and that the Contractor shall be responsible for agreement and conformity of his/her working plans with the approved plans and specifications.
37. **CONFORMITY WITH PLANS AND ALLOWABLE DEVIATION:** Finish surfaces in all cases shall conform with the lines, grades, cross sections, and dimensions shown on the approved plans. Deviations from the approved plans, as may be required by the exigencies of construction will be determined in all cases by the GM and authorized in writing.



38. **COORDINATION OF PLANS, SPECIFICATIONS, AND SPECIAL PROVISIONS:** These specifications, the plans, special provisions and all supplementary documents are essential parts of the contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be cooperative, to describe, and to provide for a complete work. The following documents govern the project in the following order of precedence:

- Change Order and Written Orders
- Addenda
- Contract
- Bid Proposal and Schedule of Values
- Permits from other agencies
- Special Provisions
- Technical Provisions
- Project Plans
- PVCSD Approved Shop Drawings
- General Requirements
- State Standard Specifications
- State Standard Plans

39. **INTERPRETATION OF PLANS AND SPECIFICATIONS AND ADDENDA THERETO:** Should it appear that the work to be done, or any matter relative thereto, is not sufficiently detailed or explained in these specifications, plans, and the special provisions, the Contractor shall apply to the GM for such further explanation as may be necessary to carry out the work. Upon such application by the Contractor or prospective bidder, or in the event that it appears expedient to the GM to further explain, clarify, or amend these specifications, special provisions and plans, the GM shall issue addenda thereto and such addenda shall constitute a part hereof, and shall be binding on the Contractor.

40. **SUPERINTENDENCE:** The Contractor is solely responsible for the Work done by his subcontractors or other employees, and all orders or instructions from the GM shall be through the Contractor. At all times during the progress of the Work, the Contractor shall have a competent, authorized superintendent present at the construction site who has complete authority to represent and to act for the Contractor. The Contractor shall not change the superintendent except with consent of the GM, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ. The superintendent shall represent the Contractor in his absence and all directions given to him shall be binding as if given to the Contractor. Whenever the Contractor or the superintendent is not present on any particular part of the Work where the GM may wish to give direction, the GM may order the Work to stop, or not pay for the work done during that time. The Contractor shall coordinate the Work of his subcontractors. The Contractor is responsible for the specific scheduling of the Work of his Subcontractors at the proper time to avoid delay or injury to either work or materials.

41. **PROJECT LAYOUT:** Project layout shall be at the contractor's expense and performed by the contractor's staff who are qualified to do layout work.

42. **INSPECTION:** The GM shall at all times have access to the work during construction and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials used and employed in the work. The

Contractor shall give at least 48 hours' notice in writing when he will require inspection. Inspection will only be carried out for substantial quantities of work ready for inspection. The Contractor shall contact PVCSD's representative by 11:00 a.m. the day prior to any special inspections so PVCSD can schedule the inspections.

If the contractor does not perform work that requires the special inspection as previously communicated to the GM then the contractor will be responsible for all costs associated with special inspection regardless of the fact that the special inspector did not perform any services. Whenever the Contractor varies the period during which work is carried on each day, he shall give due notice to the GM, so that proper inspection may be provided. Any work done in the absence of the GM is subject to rejection. The inspection of the work shall not relieve the Contractor of any of his/her obligations to fulfill the contract as prescribed. Defective work shall be made good and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the GM and accepted or estimated for payment.

Inspection hours for construction shall be from 8 AM through 5 PM, Monday through Friday, excluding holidays, and shall constitute "normal inspection hours." unless prior written authorization has been received from the GM, the Contractor shall not perform any work outside of these hours except for general clean up, demobilization, and placement of no- parking signs. The Contractor shall pay the salary and benefits, including overtime, of the PVCSD employee(s) for inspection of any work performed outside of the normal inspection hours. Projects financed in whole or in part with state funds shall be subject to inspection at all times by the Director of Public Works of the State of California, or his agents.

43. **REMOVAL OF DEFECTIVE AND UNAUTHORIZED WORK:** All work which is defective in its construction or deficient in any of the requirements of these specifications shall be remedied, or removed and replaced by the Contractor in an acceptable manner and no compensation will be allowed for such correction. Any work done beyond the lines and grades shown on the plans or established by the GM, or any extra work done without written authority, shall be considered unauthorized and will not be paid for. Upon failure on the part of the Contractor to comply forthwith with any order of the GM made under the provisions of this article, the GM shall have the authority to cause defective work to be remedied, or removed and replaced, and unauthorized work to be removed, and to deduct the cost thereof from any monies due or to become due the Contractor. The fact that the work and materials have been inspected from time to time, and payments on account have been made, does not relieve the Contractor from the responsibility of replacing and making good any defective work or materials that may be discovered within one year from the date of the completion of the work by the Contractor and its acceptance by PVCSD.
44. **FINAL INSPECTION:** Whenever the work provided and contemplated by the contract shall have been satisfactorily completed, the GM will make the final inspection.
45. **FINAL GUARANTEE:** It is understood that the Contractor is skilled in the trade or calling necessary to perform the work set forth within the plans and specifications, and that PVCSD, not being skilled in such matters, relies upon the Contractor to do and perform all work, acts, and things necessary to carry out the contract in the most skilled and desirable manner, and the Contractor guarantees the workmanship and materials to be the best of their kind. The acceptance

of any part or of the whole of the work by PVCSD does not operate to release the Contractor or the Contractor's surety from said guarantee.

The Contractor shall be held responsible for and must make good any defects through faulty, improper or inferior workmanship or materials arising from or discovered in any part of the contract work within one year of the completion and acceptance of the same. The bond for faithful performance, furnished by the Contractor, shall cover such defects and protect the PVCSD against any and all such defects. Nothing in this section supersedes contractor obligations for repair and replacement of work pursuant to the Public Contract Code.

46. **SAMPLES AND TESTS:** At the option of the GM, the source of supply of each of the materials shall be approved by the GM before delivery is started and before such material is used in the work. Representative preliminary samples of the character and quality prescribed shall be submitted by the Contractor or producer of all materials to be used in the work for testing or examination as desired by the GM. All tests of materials furnished by the Contractor shall be made in accordance with commonly recognized standards of national organizations and such special methods and tests as are prescribed in these specifications. The Contractor shall furnish such samples of materials as are requested by the GM without charge. No material shall be used until it has been approved by the GM. Samples will be secured and tested whenever necessary to determine the quality of material.
47. **DEFECTIVE MATERIALS:** All materials not conforming to the requirements of these specifications shall be considered defective, and all such materials, whether in place or not, shall be rejected. They shall be removed immediately from the site of the work unless otherwise permitted by the GM. Upon failure on the part of the Contractor to comply with any order of the GM made under the provisions of this article, the GM shall have the authority to remove and replace defective material and to deduct the cost of removal and replacement from any monies due or to become due the Contractor.
48. **PROGRESS OF THE WORK AND TIME FOR COMPLETION:** The Contractor shall submit the Initial Project Submittal Package to the GM for review. The Initial Project Submittal Package shall address the entire project and shall include the Pedestrian and Traffic Control Plan (typical, for a mobile operation within the roadway) and SWPPP. Contractor shall not commence work in the field until GM has approved the Initial Project Submittal Package. The Contractor shall not commence construction on any section of the work until such time that he/she shall have on the ground or can furnish definite assurance to the GM that there will be available when required, all the materials necessary to complete the section of the work upon which construction is to begin. The Contractor shall submit additions to the Pedestrian and Traffic Control Plan ten (10) working days in advance of any work that was not covered by the Pedestrian and Traffic Control Plan submitted in the Initial Project Submittal Package.
49. **SUBLETTING AND ASSIGNMENT:** The Contractor shall give his/her personal attention to the fulfillment of the contract and shall keep the work under his/her control. Subcontractors will not be recognized as such, and all persons engaged in the work of construction will be considered as employees of the Contractor, and their work shall be subject to the provisions of the contract and specifications. Where a portion of the work sublet by the Contractor is not being prosecuted in a manner satisfactory to the GM, the subcontractor shall be removed immediately on the

requisition of the GM and shall not again be employed on the work. This contract may be assigned only on written consent of the PVCSD.

50. **CHARACTER OF WORKER:** If any subcontractor or person employed by the Contractor shall fail or refuse to carry out the directions of the GM or shall appear to the GM to be incompetent or to act in a disorderly manner, said worker shall be discharged immediately on the requisition of the GM and such person shall not again be employed on the work.
51. **TEMPORARY SUSPENSION OF WORK:** The GM shall have the authority to suspend the work wholly or in part for such period as he/she may deem necessary, due to unsuitable weather, or to such other conditions as are considered unfavorable for the suitable prosecution of the work, or for such time as he/she may deem necessary, due to the failure on the part of the Contractor to carry out orders given or to perform any of the provisions of the work. The Contractor shall immediately obey such orders of the GM and shall not resume suspended work until ordered in writing by the GM.
52. **SUSPENSION OF CONTRACT:** If, at any time, in the opinion of PVCSD the Contractor has failed to supply an adequate working force, or material of proper quality, or has failed in any other respect to prosecute the work with the diligence and force specified and intended in and by the terms of the contract, notice thereof in writing will be served upon him; and shall he neglect or refuse to provide means for a satisfactory compliance with the contract, as directed by the GM, within the time specified in such notice, the PVCSD in any such case shall have the power to suspend the operation of the contract. Upon receiving notice of such suspension, the Contractor shall discontinue said work, or such parts of it as the PVCSD may designate. Upon such suspension, the Contractor's control shall terminate, and thereupon the PVCSD or its duly authorized representative may take possession of all or any part of the Contractor's materials, tools, equipment and appliances upon the premises, and use the same for the purpose of completing said contract, and hire such force and buy or rent such additional machinery, tools, appliances, and equipment, and buy such additional materials and supplies at the Contractor's expense as may be necessary for the proper conduct of the work and for the completion thereof; or may employ other parties to substitute other machinery or materials, and purchase the materials contracted for, in such manner as the PVCSD may deem proper; or PVCSD may annul and cancel the contract and relet the work or any part thereof. Any excess of cost arising therefrom over and above the contract price will be charged against the Contractor and his sureties, who will be liable therefor. In the event of such suspension, all monies due the Contractor or retained under the terms of this contract shall be forfeited to PVCSD; but such forfeiture shall not release the Contractor or his sureties from liability for failure to fulfill the contract.

The Contractor and his sureties will be credited with the amount of money so forfeited toward any excess of cost over and above the contract price, arising from the suspension of the operations of the contract and the completion of the work by PVCSD as above provided; the Contractor will be so credited with any surplus remaining after all just claims for such completion have been paid. In the determination of the question whether there has been any such noncompliance with the contract as to warrant the suspension or annulment thereof, the decision of the PVCSD Board shall be binding on all parties to the contract.

53. **RIGHT-OF-WAY:** The right-of-way sufficient for the work to be constructed will be provided by PVCSD. The Contractor shall make his own arrangements and pay all expenses for additional area required by him outside of the limits of right-of-way, unless otherwise provided in the special provisions. Contractor's staging area must be approved by the GM.
54. **MEASUREMENTS AND PAYMENT:** Payment for work done under the contract shall be made on the basis of the sums as calculated from the finally measured quantities of work done and the agreed unit and lump sum prices. Payment shall be full compensation for furnishing all labor, materials, tools and equipment and doing all the work necessary to construct the items for which payment is being made, complete in place as shown on the plans and described in the specifications.
55. **PROGRESS PAYMENTS:** PVCSD shall, once each month, cause an estimate in writing to be made by the GM of the total amount of work done and the acceptable materials furnished and delivered by the Contractor on the ground and not used at the time of such estimate, and the value thereof. PVCSD shall retain five percent (5%) of such estimated value of the work done and fifty percent (50%) of the value of the materials so estimated to have been furnished and delivered and unused, as aforesaid, as part security for the fulfillment of the contract by the Contractor, and shall monthly pay to the Contractor, while carrying on the work, the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the contract  
Payment of all, or any part of an invoice may be withheld on account of any of the following:
- a. Defective work not remedied;
  - b. Third-party claims against Contractor or PVCSD arising from the acts or omissions of Contractor or subcontractors;
  - c. Stop Notices;
  - d. Failure of Contractor to make timely payments due to subcontractors for material or labor;
  - e. Damage to PVCSD or others for which Contractor is responsible;
  - f. Failure of Contractor to maintain, update, and submit record documents;
  - g. Failure of Contractor to submit schedules or their updates as required by the Contract Documents;
  - h. Performance of the work by Contractor without properly processed shop drawings;
  - i. Liquidated damages assessed;
  - j. Any other failure of Contractor to perform its obligations under the Contract Documents.
56. **NOTICE OF COMPLETION:** Whenever the work provided and contemplated by the contract shall have been satisfactorily completed, the GM will make the final inspection. When such final inspection shows that the work has been completed in conformance with the plans, specifications and special provisions, the GM will recommend the formal acceptance of the work by PVCSD; and upon such acceptance, Notice of Completion will be recorded. The said work shall not be deemed completed until the same is accepted by PVCSD.
57. **PAYMENT OF THE RETENTION:** The GM shall, after the completion of the contract, total all amounts retained under the provisions of the contract. Final payment of retention shall be in

conformance with Public Contract Code Section 7107. It is mutually agreed between the parties to the contract that no certificate given, or payments made under the contract, except the final certificate of final payment, shall be conclusive evidence of the performance of the contract, either wholly or in part, against any claim of the Contractor; and no payment shall be construed to be an acceptance of any defective work or improper materials. The Contractor further agrees that the payment of the final amount due under the contract, and the adjustment and payment for any work done in accordance with any alterations of the same, shall release PVCSD, its officers, employees and agents from any and all claims or liability on account of work performed under the contract or any alteration thereof.

Work by the contractor on the morning of the three above days will not be counted as a working day. Contractor shall notify the GM at least 2 weeks prior to planned work on the morning of the above half days.

58. **HOURS:** Working hours and days shall be as follows: 7:00 AM to 5:00 PM Monday through Friday, excluding PVCSD Holidays, and shall constitute “normal working hours.”
59. **MEETINGS:** In order to effectively manage the construction process, PVCSD reserves the right to call meetings spontaneously when it believes it is necessary to effectively manage Work, prevent misunderstandings, or to disseminate information. These meetings shall include the Contractor’s superintendent, the GM’s Project Manager, and any other pertinent representatives of the Contractor or PVCSD. There will be no pre-construction meeting.
60. **SIGNS AND NOTICE:** Contractor shall post and maintain all notices, signs, and other safeguards required by law or ordinance. No other signs or advertisements shall be installed on the premises except as authorized by the GM.
61. **NO PARKING SIGNS:** All no parking signs shall be provided by PVCSD. If necessary, “No Parking” signs shall be placed at locations that require clearance in order to perform work properly. The signs shall be placed 72 hours prior to commencement of work. For any work scheduled on a Monday, No Parking signs must be placed by the end of the day the prior Thursday. Contractor must use PVCSD provided “No Parking” signs. No parking signs must show the specific day, date and times of restricted parking, e.g. Monday, 6/20, 7:00 a.m. – 5:00 p.m. A range of dates may not be shown on No Parking signs. No Parking signs may be necessary for limit line or crosswalk work. Signs shall be secured on barricades. The Contractor shall remove signs and barricades at the end of each day they expire. Contractor shall maintain all No Parking signs throughout the duration of work.
62. **SUBSTANTIAL COMPLETION:** When the Contractor considers the Work substantially complete, he shall submit to the GM a written notice that the Work (or designated portion of it) is substantially complete, together with a list of minor work to be completed or corrected. Within a reasonable time after receipt of this notice, the GM will perform an inspection to determine the actual status of completion. If the GM determines that the Work is in fact not substantially complete, he will promptly notify the Contractor in writing, giving the reasons. The Contractor shall remedy the deficiencies in the Work and send a second written notice of substantial completion to the GM. The Contractor will be allowed no longer than 30 calendar days from the date of substantial completion to request that the GM make his final inspection.

63. **COMPLETION:** When the Contractor considers the Work complete, he shall submit a letter to the GM stating that the Contract Documents have been reviewed, and that the Work has been inspected for compliance with the Contract Documents. Contractor's submission implies that:

- the Contractor has, to the best of his knowledge, completed the Work in accordance with the Contractor Documents, including "punch list" items;
- equipment and systems have been tested in the presence of PVCSD's representatives and are operational; and
- the Work is completed and ready for final inspection.

The GM will perform an inspection to verify the status of completion with reasonable promptness after receipt of the Contractor's letter. If the GM considers that the Work is incomplete or defective, he will promptly notify the Contractor in writing, listing the incomplete or defective work. The Contractor shall then take immediate steps to remedy the stated deficiencies and send a second written notice indicating that the Work is complete. PVCSD will re-inspect the Work. When the Project is determined to be acceptable under the Contract Documents, the Contractor may proceed with closeout submittals. The Contractor may be held liable for the cost of additional inspections if the GM is forced to make more than two field inspections to determine whether the Project is complete.

64. **CLOSEOUT SUBMITTALS:** Contractor's closeout submittals include:

- Project record documents;
- Warranties and bonds;
- Evidence of payment, release of liens and final wage certificates; and
- Certificate of insurance for products and completed operations.

Final payment and/or release of the retainer will be withheld until all closeout submittals have been received and approved by PVCSD.

65. **WARRANTY:** The Contractor warrants to the PVCSD and Architect of Record (when applicable) that material and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty does not cover damage or defects caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The warranty/guarantee period begins on the day the PVCSD files a Notice of Completion to the County Recorder per Section 9.9.2 hereof.

Immediately upon receipt of written notice from the PVCSD, but in no event later than one (1) business day thereafter, the Contractor shall repair or replace, at its own expense, any defective material or Work which may be discovered before Notice of Completion or within the above guaranty period, any material or Work damaged thereby, and all adjacent material or Work which may be displaced in connection with the repair or replacement required hereunder. Inspection of

or failure to inspect the Work or the Project by the PVCSD shall not relieve the Contractor from these obligations. The Contractor shall notify the PVCSD upon completion of the repairs.

If the Contractor fails to repair or replace the material or Work as indicated in the preceding paragraph within five (5) business day (or earlier if due to circumstances which could cause waste of resources or danger to life or property if such circumstances and time period is noted in written notice) from the date of receipt of a written notice from the PVCSD notifying the Contractor of the defect, the PVCSD, with its own forces or by contract, may proceed with the repair or replacement and assess the costs thereof against the Contractor, and which amount may be withheld or retained from any portion of the Contract Sum outstanding and otherwise owing to the Contractor.

Whether the Contractor or the PVCSD actually repairs or replaces defective material or Work within the applicable guaranty period pursuant to either of the preceding two paragraphs, the warranty period shall begin anew from the date of completion of the repair or replacement. For example, if an item with a one year warranty requires repair or replacement during the guaranty period, then the guaranty for that item shall expire one (1) year after the completion of the repair or replacement of such item and not one (1) year after Notice of Completion.

Contractor further warrants that title to all Work, materials and equipment will pass to the PVCSD upon receipt of payment by Contractor therefor, free and clear of all lien rights, stop notice rights, security interests or encumbrances (collectively referred to as liens). The Contractor shall also defend the PVCSD, at the Contractor's sole cost and expense, against any and all actions, lawsuits or proceedings brought against the PVCSD as a result of claims, liens or stop notices filed against the PVCSD, the Project Site or otherwise. The Contractor hereby indemnifies, defends and holds harmless the PVCSD against any and all such claims, liens and stop notices and agrees to pay any judgment, lien or stop notice claim against the PVCSD or the PVCSD's property resulting from any actions, lawsuits or proceedings brought to enforce such liens, stop notices or other claims.

This Section does not in any way limit the guaranty on any items for which a longer guaranty is specified, or on any items for which a manufacturer gives a guaranty for a longer period. Contractor shall furnish the PVCSD with all appropriate guaranty or warranty certificates immediately upon completion of the Project.

No payment by the PVCSD, or any partial or entire use or occupancy of the Project by the PVCSD, shall constitute an acceptance of any Work not performed in accordance with the Contract Documents and all applicable laws, rules and regulations.

66. **CHANGE ORDERS:** The Construction Manager will prepare Change Orders and Construction Change Directives. The Construction Manager may authorize minor or emergency changes in the Work as provided.
67. **CLAIMS AND DISPUTES:** A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the PVCSD and the Contractor arising out of or



relating to the Contract. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

68. **DECISION OF GENERAL MANAGER:** Claims shall be referred initially to the GM for action as provided in paragraph 4.6. A decision by the GM, as provided in paragraph shall be required as a condition precedent to mediation of a Claim between the Contractor and the PVCSD as to all such matters arising prior to the date final payment is due, regardless of whether such matters relate to execution and progress of the Work, or the extent to which the Work has been completed.
69. **TIME LIMIT ON CLAIMS:** Except as otherwise specifically provided elsewhere, claims by either party must be made within ten (10) calendar days after occurrence of the event giving rise to such Claim or within ten (10) calendar days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be made by written notice. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered.
70. **CONTINUING CONTRACT PERFORMANCE:** Pending final resolution of a Claim including mediation, arbitration, or litigation, unless otherwise agreed to in writing, the Contractor shall proceed diligently with performance of the Contract, and the PVCSD shall continue to make payment in accordance with the Contract.
71. **CLAIMS FOR CONCEALED OR UNKNOWN CONDITIONS:** If conditions are encountered at the Site which are subsurface or otherwise concealed physical conditions, which differ materially from those indicated in the Contract, or unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract, then notice by the observing party shall be given to the other party promptly before conditions are disturbed and in no event later than Ten (10) calendar days after first observance of the conditions. The GM will promptly investigate such conditions, and if they differ materially and cause an increase or decrease in the Contractor's cost of, time required for, or performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum, Completion Time, or both.
72. **CLAIMS FOR ADDITIONAL COST:** If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Each Claim for additional cost must include any claim for additional time and its associated costs. Prior notice is not required for claims relating to an emergency endangering life or property.
73. **CLAIMS FOR ADDITIONAL TIME:** If the Contractor wishes to make a claim for an increase in the Completion Time, written notice as provided herein shall be given. The Contractor's claim shall include the cost associated with the extension and effect of delay on progress of the Work. In the case of a continuing delay, only one (1) claim is necessary.
  - a. ***Adverse Weather Claims:*** If adverse weather conditions are the basis for a claim for additional time, such claim shall be documented by data substantiating that weather

conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

- b. **No Reservation Allowed:** In no event will the Contractor be allowed to reserve its rights to assert a claim for time extension later than as required unless the PVCSD agrees in writing to allow such reservation.
- c. **Injury or Damage to Person or Property:** If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, any of the other party's employees or agents, or others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding Ten (10) calendar days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter.

74. **RESOLUTION OF CLAIMS AND DISPUTES:** Contractor shall timely comply with all notices and requests for changes to Completion Time or Contract Sum, including but not limited to all requirements as a prerequisite to filing any claim governed by this Agreement. The failure to timely submit a notice of delay or notice of change, or to timely request a change to the Contract Sum or Completion Time, or to timely provide any other notice or request required herein shall constitute a waiver of the right to further pursue the claim under the Contract or at law.

75. **CLAIMS:** For purposes of this Article, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with the Contract Documents has been denied by the PVCSD, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the PVCSD. A "Claim" does not include any demand for payment for which the Contractor has failed to provide notice, request a change order, or otherwise failed to follow any procedures contained in the Contract Documents. Claims governed by this Article may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the procedures contained herein, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Article must be filed no later than fourteen (14) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to PVCSD and shall include on its first page the following in 16-point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing herein is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

#### **SUPPORTING DOCUMENTATION:**

The Contractor shall submit all claims in the following format:

- A. Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made

- B. List of documents relating to claim:
  - 1. Specifications
  - 2. Drawings
  - 3. Clarifications (Requests for Information)
  - 4. Schedules
  - 5. Other
- C. Chronology of events and correspondence
- D. Analysis of claim merit
- E. Analysis of claim cost
- F. Time impact analysis in CPM format. If Contractor's claim is based in whole or in part on an allegation of errors or omissions in the Plans, Drawings or Specifications for the Project, Contractor shall provide a summary of the percentage of the claim subject to design errors or omissions and shall obtain a certificate of merit in support of the claim of design errors and omissions. Cover letter and certification of validity of the claim, including any claims from subcontractors of any tier, in accordance with Government Code section 12650 et seq.

76. **PVCSD'S RESPONSE:** Upon receipt of a claim pursuant to this Article, PVCSD shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the PVCSD issues its written statement.

*A. Authorization:* If the PVCSD may need approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the PVCSD's governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the PVCSD shall have up to three days following the next duly publicly noticed meeting of the PVCSD's governing body after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

*B. Request for Additional Information:* Within 30 days of receipt of a claim, the PVCSD may request in writing additional documentation supporting the claim or relating to defenses or claims the PVCSD may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of PVCSD and the Contractor. The PVCSD's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than \$15,000, within 15 days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

77. **MEET AND CONFER:** If the Contractor disputes the PVCSD's written response, or the PVCSD fails to respond within the time prescribed, the Contractor may so notify the PVCSD, in writing, either within 15 days of receipt of the PVCSD's response or within 15 days of the PVCSD's failure to respond within the time prescribed, respectively, and demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon

receipt of a demand, the PVCSD shall schedule a meet and confer conference within 30 days for settlement of the dispute.

78. **MEDIATION:** Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the PVCSD shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the PVCSD issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the PVCSD and the Contractor sharing the associated costs equally. The PVCSD and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.
- a. Mediator Selection:* If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.
- b. Nonbinding Process:* For purposes of this Agreement, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this Article.
- c. Compliance With Public Contract Code:* Unless otherwise agreed to by the PVCSD and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.
79. **CONCURRENT ACTIVITIES:** PVCSD reserves the right to perform Work related to the Project with its own or contract forces, and to award separate contracts in connection with other portions of the Project or other Work on the site under these or similar conditions of the Contract. If the Contractor claims that delay or additional cost is involved because of such action by PVCSD, he shall make such claim as provided elsewhere in the Contract Documents.
80. **ASSIGNMENT:** PVCSD and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any moneys due or to become due to him hereunder, without the previous written consent of PVCSD. A consolidation or merger of Contractor or a change in PVCSD ship of twenty-five percent (25%) or more of Contractor's capital stock shall constitute an assignment by Contractor requiring the written consent of PVCSD.
81. **UTILITIES:** The Contractor is responsible to accurately locate, by hand digging or other suitable methods, all existing utilities such as service connections and substructures as shown on the plans and marked out by Underground Service Alert (USA), to prevent damage to such

facilities and to identify any conflicts with the proposed work. The Contractor must fill all potholes on the same day of excavation, and, if no trenching is performed within 10 working days, fully restore all potholes and any damaged surrounding areas to their original condition unless otherwise allowed by the GM. The Contractor must notify the GM, in writing, of any conflicts between existing utilities and the proposed work in advance of the work to provide adequate time, and space for any changes to the work needed to avoid conflicts. The Contractor must perform utility location far enough in advance of the Work to provide the written notification. The Contractor's written notification must include date of utility location, method of utility location, type, size, and material of utility, horizontal location (to the nearest Station), depth for existing pavement or ground surface to top and bottom of utility, suspected PVCSD ship of utility, and the date on which any conflict with the utility will impact the project. The Contractor shall coordinate with utility PVCSDs on horizontal, vertical, and depth of cover of all utilities. The Contractor shall notify the PVCSD immediately if: 1' vertical or horizontal separation as measured from outside pipe wall to outside pipe wall between underground facilities cannot be maintained. 3' or more cover over top of underground facilities cannot be maintained.

Contractor shall not interrupt the service function or disturb the support of any utility without the authority from the utility PVCSD. Valves, switches, vaults, and meters shall be maintained readily accessible for emergency shutoff. The Contractor shall immediately notify the GM and the utility PVCSD if any utility is disturbed or damaged.

82. **RELOCATION:** When the construction requires that you alter, relocate, or reconstruct a utility, temporary or permanent relocation or alteration of indicated utilities will be your responsibility for which the Contractor must make all arrangements.
83. **PROJECT RECORD DOCUMENTS:** Project record documents are the GM's construction documents for the project that have been modified by the GM to show the actual conditions of in-place construction installed by the Contractor as accurately as possible. They include:
- Drawings marked where required to show changes in dimension or configuration between the original design and final construction;
  - Specifications marked to indicate changes of materials, products, or methods of installation;
  - Modifications to drawings or specifications issued during the course of construction (including addenda, change orders, or clarifications issued by the Design Professional or his consultants);
  - Approved shop drawings and product data; and
  - Field test records and reports.
  - Prepare recorded documents as the work progresses.
  - Do not conceal in-place construction until field verifications are made for record purposes.
  - Locate internal utilities and concealed in the construction, referenced to visible and accessible features of the structure.
  - Note field changes of dimension and detail, and changes made by change order.
  - Sketch details not on the original drawings.

For Specifications and Addenda, legibly mark each section to record the manufacturer, trade name, catalog number and supplier of each product and item of equipment actually installed. Note changes made by Change Order. Submit not less than two sets of marked up plans to PVCSD at the end of the Work, before final payment is made.

84. **LIMITATION OF DESIGN PROFESSIONAL'S RESPONSIBILITY:** The GM will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, and he will not be responsible for the Contractor's failure to carry out the work in accordance with the contract documents. The Architect/GM will not be responsible for or have control or charge over the acts or omissions of the Contractor, subcontractors, or any of their agents or employees, or any other persons performing any of the work.
- A. **Material Submittals.** The Contractor shall provide three sets of all material submittals to the GM for his review. The GM will review all materials submittals and either approves or returns for revisions within five (5) working days, unless he notifies the Contractor of concerns that require additional time to resolve. If the Contractor wishes additional copies of approved submittals, he shall submit these additional copies at the time of submittal for the GM to stamp approved.
- B. **Shop Drawings.** Shop and erection drawing submittals, where required, shall be furnished in type and number as specified in each material specification section of the project specifications. For its own informational purposes, submit to the PVCSD one copy of each set of shop drawings after they have been approved and/or reviewed by both the Contractor and the GM. Additional approval by the PVCSD is not required, unless specifically requested.
- C. **Delays Due to Abnormal Weather.** Weather days will be recorded by the Contractor and forwarded to the GM within five (5) days of occurrence. Weather day delays are calculated by subtracting the 10-year average disruptive weather, as described above, from the actual encountered/report days. Contractor's schedule should include normal weather days. There shall be no increase in the contract sum or remuneration of any kind by PVCSD to Contractor for extensions due to abnormal weather day delays.
85. **INDEMNITY:** Contractor shall, to the fullest extent permitted by law, hold harmless, protect, defend (with counsel approved by PVCSD) and indemnify the PVCSD, the PVCSD Board members and each member thereof, its officers, agents, employees, representatives, and their successors and assigns, from and against any and all losses, liabilities, claims, suits damages, expenses and costs, including reasonable attorney's fees and costs, and expert costs and investigation expenses ("Claims"), which arise out of or are in any way connected with Contractor's Work or any negligent or wrongful act or omission by Contractor, its subcontractors at any tier, officers, employees, representatives, or agents, regardless of whether or not such claim, loss or liability is caused in part by a party indemnified hereunder. Contractor shall have no obligation, however, to defend or indemnify PVCSD if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of PVCSD or its indemnified parties.

Contractor agrees that its duty to defend the indemnities arises upon an allegation of liability based upon Contractor's Work, its officers, agents, representatives, employees, sub-consultants, or anyone for whom Contractor its subcontractors are liable, and that an adjudication of Contractor's liability is not a condition precedent to Contractor's duty to defend. This and all other Contractor indemnity obligations related to the Work shall survive the termination of this Agreement and shall remain in effect for as long as the underlying claim or action remains viable.

86. **TERMINATION**: In the event Contractor fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Contractor shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) business days after receipt by Contractor from the PVCSD of written notice of default, specifying the nature of such default and the steps necessary to cure such default, the PVCSD may terminate the Agreement forthwith by giving to the Contractor written notice thereof. The PVCSD shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Contractor as provided herein. Upon termination of this Agreement, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination.
87. **ATTORNEY'S FEES**: In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorneys' fees, experts' fees, all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For the purposes of this Agreement, reasonable fees of attorneys of the PVCSD Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law.
88. **CONFLICT OF LAW**: This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.) Any suits brought pursuant to this Agreement shall be filed with the courts of the County of San Diego, State of California.
89. **ADVERTISEMENT**: Contractor shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from PVCSD to do otherwise.
90. **WAIVER**: A waiver by PVCSD of any breach of any term, covenant, or condition contained herein, shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.
91. **INTEGRATED CONTRACT**: This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both PVCSD and Contractor.
92. **INSERTED PROVISIONS**: Each provision and clause required by law to be inserted into the Agreement shall be deemed to be enacted herein, and the Agreement shall be read and enforced

as though each were included herein. If through mistake or otherwise, any such provision is not inserted or is not correctly inserted, the Agreement shall be amended to make such insertion on application by either party.

93. **CAPTIONS**: The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.
94. **VENUE**: All claim or suits shall be filed and heard in the State of California and located in the North County of San Diego.
95. **LEGAL FEES**: In the event of any litigation regarding this Lease, the prevailing party shall be entitled to an award of reasonable legal costs, including court, expert witnesses or consultants and attorneys' fees.
96. **ENTIRE UNDERSTANDING**: This Agreement contains the entire understanding of the Parties. Contractor's, by signing this Agreement agrees that there is no other written or oral understanding between the Parties with respect to the Property. Each Party has relied on its own examination of the Property, advice from its own attorneys, and the warranties, representations, and covenants of the Agreement itself. Each of the Parties in this Agreement agrees that no other party, agent, or attorney of any other party has made any promise, representation, or warranty whatsoever which is not contained in this Agreement.

The failure or refusal of any Party to read the Agreement or other documents, inspect the Property, and obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on these actions. No modification, amendment, or alteration of this Agreement will be valid unless it is in writing and signed by all parties.

97. **TIME IS OF THE ESSENCE**: Time is of the essence of all of the terms, covenants, and conditions of this Agreement, and, except as otherwise provided herein, all of the terms, covenants, and conditions of this Agreement shall apply to, benefit, and bind the successors and assigns of the respective parties, jointly and individually.
98. **COMPLIANCE WITH LAWS**: Contractor shall, at all times, in the construction of the project comply with all local, state, ,federal laws, at Contractor's sole cost and expense. In addition, Contractor shall comply with any and all notices issued by the PVCSD or authorized representative under the authority of any such law, statute, ordinance or regulation.
99. **PVCSD CONSENT**: The approval or consent of PVCSD, wherever required in this Agreement, shall mean the written approval or consent of the PVCSD, unless otherwise specified, without need for further resolution by the PVCSD'S Board of Directors. PVCSD's discretionary acts hereunder shall be made at the PVCSD'S discretion, unless otherwise expressly provided.
100. **SEVERABILITY**: If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, invalid, or void, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way. If there is a conflict between any provision of this Lease and the applicable legislation of the State of California (the 'Act'), the Act will prevail, and such provisions of the Agreement



will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Agreement.

- 101. **COUNTERPARTS**: This Lease may be executed in counterparts, all of which taken together will be considered one original document.

**//////////////////// Signatures Follow On Next Page //////////////////////**

**For the Pauma Valley Community Service District:**

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**Roland Skumawitz**

**President**

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

**For Contractor Sattler Solar Inc.:**

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**Erik Sattler**

**President**

**Dated:**

# ESTIMATE PREPARED BY



# SATTLER SOLAR AND ELECTRICAL CONTRACTORS

Sattler Solar Inc.  
619.880.0445  
estimates@sattlersolar.com

Lic. #1017484 (C10 & A)

Project Name:	PVCSD Solar				
Project Address:	33129 Cole Grade Rd, California, USA				
Short Scope Description:	<p>The projects consists of a grid tied Commercial solar PV installation including a SDG&amp;E service upgrade to 400A. The installation is on a Sloped Metal Roof of an Airport Hangar and permits do exist. The racking and solar panels are already installed on the roof but modifications are anticipated. All modules will need to be removed, re-stringed and Rapid Shutdown Devices need to be installed as well as wire management will need to be completed. 20 SMA 5.0 inverters are currently installed on the wall of the hangar but not wired. We intend to remove 6 of the inverters for a total of 14 inverter to remain. This will free up space for 2x 200A Combiner Panels, 1x 400A PV Disconnect for utility operation, &amp; allows the system to connect to a 400A upgraded service as the maximum output current will be below 400A. Furthermore a 100A fused disconnect need to be added to get the existing hangar electrical panel in compliance with short circuit ratings required by SDG&amp;E. The following tasks will be performed:</p> <ul style="list-style-type: none"> <li>- process construction change to show 400A service, updated layout and 14 SMA 5.0 inverters rather than 20</li> <li>- remove and reinstall solar panels to add RSDs and perform wire management on the roof</li> <li>- remove 6 of the inverters and all disconnects, install 2 combiner panels 200A each, redo conduit and wiring.</li> <li>- coordinate and perform SDG&amp;E service upgrade to 400A</li> <li>- 4 of the spare inverter will go into Sattler Solar's possession</li> </ul>				
Solar PV System Size:	88 kW (DC)				
	70 kW (AC)	DC/AC RATIO	1.257142857	we expect clipping	
Prevailing Wage Requirement:	Prevailing Wages Required				
	Public Works Project				
Date of Estimate	8/2/2024				
Expiration of Estimate:	8/16/2024				
Proposal Prepared By:	Erik Sattler				
<b>Line Item:</b>	<b>Quantity:</b>	<b>Unit Cost:</b>	<b>Total:</b>	<b>Section Total:</b>	<b>Notes:</b>
<b>Design, Engineering &amp; Permit Processing</b>				<b>\$2,500.00</b>	
Re-Design and Engineering	1	\$1,000.00	\$1,000.00	\$0.01/W	
Extra Structural Engineering (Third Party)	excluded			\$0.00/W	
Manufacturer's Engineering Stamp	excluded			\$0.00/W	
Electrical Engineering Stamp	not anticipated to be required			\$0.00/W	
Construction Change Processing through Co	1	\$1,000.00	\$1,000.00	\$0.01/W	
Interconnection Processing	1	\$300.00	\$300.00	\$0.00/W	
Utility Interconnection Fee	1	\$132.00		\$0.00/W	
AHJ Permit and Inspection Fee	excluded, to be billed at cost		\$0.00	\$0.00/W	
Placards and Signage	2	\$100.00	\$200.00	\$0.00/W	
<b>Overhead, Administrative &amp; Logistics</b>				<b>\$8,700.00</b>	
Project Management	20	\$125.00	\$2,500.00	\$0.03/W	
Overhead	115 Mhrs	\$40.00	\$4,600.00	\$0.05/W	
Equipment Rental (Reach Lift)	1	\$1,600.00	\$1,600.00	\$0.02/W	
				\$0.00/W	
<b>Materials, Equipment &amp; Labor</b>				<b>\$31,735.07</b>	
<b>Solar PV</b>				<b>\$31,735.07</b>	
PV Modules	200	excluded (already on premisis)		\$0.00/W	
Inverter	13	excluded (already on premisis)		\$0.00/W	
APSmart RSDs (Rapid Shutdown Devices)	200	\$30.00	\$6,000.00	\$0.07/W	
AC Combiner (200A w/ 22kAIC Main Breaker)	2	\$350.00	\$700.00	\$0.01/W	
PV Wire (Total of 42 strings)	42	\$42.00	\$1,764.00	\$0.02/W	
BOS, Conduit and Wire to Service Equipment	1	\$2,000.00	\$2,000.00	\$0.02/W	
13x 30Amp 2P Breaker (HOM230)	13	\$15.00	\$195.00		
Solar Equipment Sales Tax	County of San Diego	7.75%	\$826.07	\$0.01/W	
DC Wiring and Inverter Installation Labor	60 Mhrs	\$75.00	\$4,500.00	\$0.05/W	
AC Combiner Installation	10 Mhrs	\$75.00	\$750.00	\$0.01/W	
PV Panel Removal and Reinstallation	200 Mhrs	\$75.00	\$15,000.00	\$0.17/W	
Trenching (175 ft) (To Carport)	N/A			\$0.00/W	
Resurfacing	N/A			\$0.00/W	
<b>Electrical Infrastructure Installation</b>				<b>\$11,575.00</b>	
Conduit and Wire	1	\$2,500.00	\$2,500.00		
400 A PV Disconnect (Fused) GF225NRA	1	\$1,500.00	\$1,500.00		
100 A AC Disconnect (Fused) GF223NR	1	\$250.00	\$250.00		
400 AMP B-Line Meter Can 324-N	1	\$750.00	\$750.00		
Misc.	1	\$500.00	\$500.00		
Electrical Labor (Infrastructure)	45 Mhrs	\$135.00	\$6,075.00		
<b>EV Charger</b>				<b>Excluded</b>	<b>\$0.00</b>
Proposal provided by:			Subtotal:	\$54,510.07	
		Commercial 15%	Prevailing Wage Adder	\$13,500.00	included
			Profit	\$8,176.51	
			3% Bond Adder	\$2,285.60	
Erik Sattler, President			<b>Total</b>	<b>\$78,472.18</b>	\$0.89/W

## SECTION 2.B – BID BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT \_\_\_\_\_, as Principal, and \_\_\_\_\_

\_\_\_\_\_, as Surety, are held firmly bound unto the **PAUMA VALLEY COMMUNITY SERVICES DISTRICT** (hereinafter called the DISTRICT) in the sum of \_\_\_\_\_ DOLLARS (\$\_), being not less than ten percent (10%) of the Total Bid Price; for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a bid to the DISTRICT to perform all Work required for the construction of the Bid No. N/A as set forth in the Notice Inviting Bids and accompanying Bid Documents, dated \_\_\_\_\_, 2024.

NOW, THEREFORE, if said Principal is awarded a Contract for the Work by the DISTRICT and, within the time and in the manner required by the above- referenced Bid Documents, enters into the written form of Contract bound with said Bid Documents, furnishes the required bonds (one to guarantee faithful performance and the other to guarantee payment for labor and materials) furnishes the required insurance certificates and endorsements, and furnishes any other certifications as may be required by the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by the DISTRICT and judgment is recovered, said Surety shall pay all costs incurred by the DISTRICT in such suit, including reasonable attorneys' fees to be fixed by the court.

SIGNED AND SEALED, this \_\_\_ day of \_\_\_\_\_, 20\_\_\_.

PRINICIPAL: \_\_\_\_\_  
*Name of Company*

SURETY: \_\_\_\_\_  
*Name of Company*

By: \_\_\_\_\_  
*Signature*

By: \_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Print Name & Title*

\_\_\_\_\_  
*Print Name & Title*

Address for Notices:

\_\_\_\_\_  
*Street Address*

\_\_\_\_\_  
*City, State & Zip Code*

NOTE: Notary acknowledgment for Surety and Surety's Power of Attorney must be attached.

## Notary Acknowledgment

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

STATE OF CALIFORNIA  
 COUNTY OF \_\_\_\_\_

On \_\_\_\_\_, 20\_\_\_\_, before me, \_\_\_\_\_, Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory

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

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

WITNESS my hand and official seal.

\_\_\_\_\_  
 Signature of Notary Public

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

#### CAPACITY CLAIMED BY SIGNER

#### DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

	Title(s)	Title or Type of Document
<input type="checkbox"/> Partner(s) <input type="checkbox"/> Attorney-In-Fact <input type="checkbox"/> Trustee(s) Guardian/Conservator <input type="checkbox"/> Other: Signer is representing: Name Of Person(s) Or Entity(ies)	<input type="checkbox"/> Limited <input type="checkbox"/> General	_____ Number of Pages _____ Date of Document _____
_____ _____		Signer(s) Other Than Named Above

**NOTE:** This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.



**SATTLER SOLAR INC .**  
CA Lic # 1017484  
A - GENERAL ENGINEERING CONTRACTOR  
C10 – ELECTRICAL CONTRACTOR

**Mailing Address:**  
4768 Del Mar Ave.  
San Diego, CA 92107  
**Phone:** (619) 880-0445  
**Email:** [info@sattlersolar.com](mailto:info@sattlersolar.com)  
**URL:** [www.sattlersolar.com](http://www.sattlersolar.com)

**Principal:** Erik Sattler, PE, LEED AP  
**Email:** [erik@sattlersolar.com](mailto:erik@sattlersolar.com)

## List of Developers & General Contractor Customers of Sattler Solar Inc.

### Commercial:

PowerFlex – EDF Renewables	Sean Mazelli	Cell: 858-461-8894
Lusardi Construction Inc.	Randy Cordova	Cell: 760-271-4296
RDS Contracting Inc.	Scott Hamilton	Cell: 619-987-5587
Hamann Construction	Rich Anderson	Cell: 619-993-3249
DCR Construction	Daniel Sawah	Cell: 619-277-2582
Upward Trend	Dave Lepre	Cell: 619-987-0111
Angelucci Group	Luigi Angelucci	Cell: 619-261-9046
Port Real Estate	Blake Schoenberg	Cell: 949-500-1421

### Residential:

West Coast General Building Contractors, Inc.	Parker Piner	Cell: 619.838.4316
MARK STANGL CONSTRUCTION, INC.	Mark Stangl	Cell: 619-250-2706
MasterWorks Construction	Justin Salbato	Cell: 858-405-2405
Lauren and Ron Gruer (Owner Builders)		Cell: 858-333-7232
KW Architecture	Keith Weibrecht	Cell: 215-805-5781
Workshop B	Brandon Blakeman	Cell: 805-441-6558
Equity Builders	Joe Archambault	Cell: 858-220-2859

## Sharp Grossmont Parking Garage Solar and EV Charging

275 kWp - Carport Structure

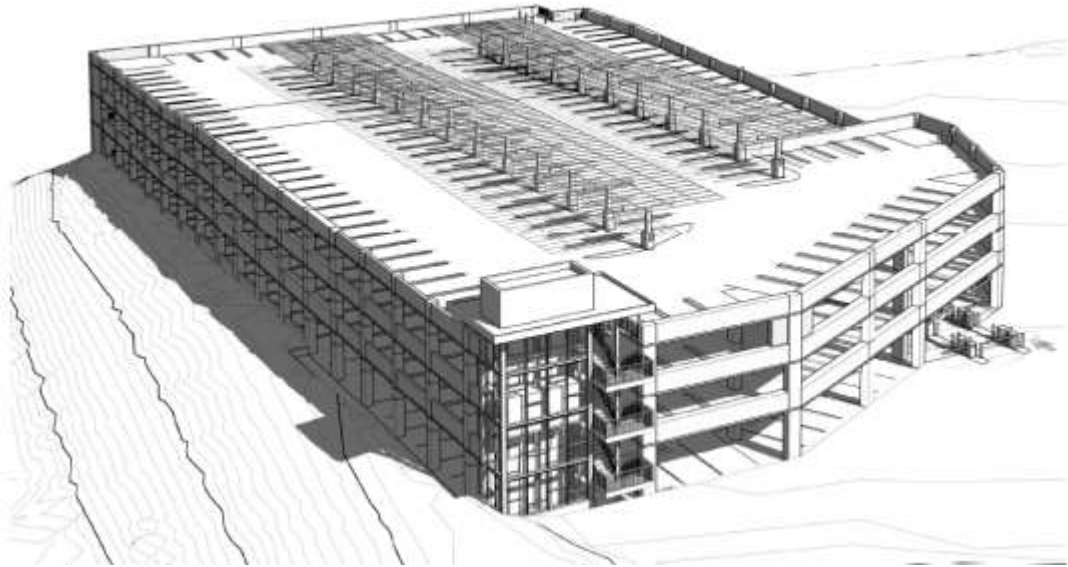
Location: La Mesa, CA

Sattler Solar's Role: EPC Subcontractor

Customer: Powerflex/EDF Renewables

Contact: Mike Vredevelt

Phone: (760) 805-0299





## **San Jacinto Valley Academy Solar Carports**

500 kWp - Carport Structure

Location: San Jacinto, CA

Sattler Solar's Role: EPC

Customer: GR8 Energy & SJVA

Contact: Ross Fockler

Phone: (760) 421-6371



FEATURED PROJECTS



**Scottish Rite Carport**

115 kWp on Carport Structure

Mounting: Carport

Location: Pasadena, CA

Sattler Solar's Role: Subcontractor, Project Management, Crew Lead

Customer: Verlux Energy

Contact: John Iannelli

Ph: 626-483-3040



**La Mesa Boys & Girls Club**

56.88 kWp Ground Mount

Mounting: Ground Mount Structure

Location: La Mesa, CA

Sattler Solar's Role: Solar Installation Subcontractor

Customer: Hamann Construction

Contact: Rich Anderson

Ph: 619-993-3249



**Jetsource Inc.**

150 kWp on Commercial Flat Roof

Location: Carlsbad, CA

Sattler Solar's Role: Performance Testing and Optimization

Customer: Jetsource Inc.

Contact: Eden Stockwell

Ph: 760-438-0877



### **NextMed Carlsbad**

125 kWp mounted on TPO Roof  
Location: Carlsbad, CA  
Sattler Solar's Role: Full EPC Subcontractor  
Customer: Lusardi Construction Company  
Contact: Randy Cordova  
Phone: (760) 271-4296



### **Allstate Moving Systems**

100 kWp mounted on TPO Roof  
Location: Poway, CA  
Sattler Solar's Role: Full EPC Subcontractor  
Contact: Chris Luni  
Phone: (858) 735-9585



### **Angelucci Group VNEM SOLAR**

400 kWp roof mounted PV Portfolio  
Location: San Diego, CA  
Sattler Solar's Role: Full EPC Subcontractor  
Contact: Luigi Angelucci  
Phone: (858) 450-0867



## **BOIRON USA**

90 kWp Ballasted Roof Mount on Coated Roof

Location: Simi Valley, CA

Sattler Solar's Role: Turnkey Installation

Customer: Boiron USA

Contact: Fabrice Figliolini

Phone: (610) 325 7464



## **Christian Brothers**

40 kWp Ballasted Roof Mount on TPO Roof

Location: Lakeside, CA

Sattler Solar's Role: Turnkey Installation

Customer: Christian Brother Cleaning & Restoration

Contact: Gabe Matthews

Phone: (619) 454-0497



## **Boys & Girls Club La Mesa**

57 kWp Ground Mounted Solar Array

Location: La Mesa, CA

Sattler Solar's Role: Full EPC

Customer: Hamann Construction

Contact: Rich Anderson

Phone: (619) 993-3249



## **Boys & Girls Club Santee**

50 kWp Ballasted Roof Mount on Coated Roof

Location: Santee, CA

Sattler Solar's Role: Remove and Replace

Customer: Boys and Girls Club of East County

Contact: Forrest Higgins

Phone: (619) 778-5259





## Contractor's License Detail for License # 1017484

**DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.**

- ▶ CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed ([B&P 7071.17](#)).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 9/7/2022 8:39:46 PM

### Business Information

SATTLER SOLAR INC  
dba SATTLER ENGINEERING

4770 DEL MAR  
SAN DIEGO, CA 92107  
Business Phone Number:(619) 880-0445

**Entity** Corporation  
**Issue Date** 08/23/2016  
**Expire Date** 08/31/2024

### License Status

**This license is current and active.**

**All information below should be reviewed.**

### Classifications

- ▶ A - GENERAL ENGINEERING
- ▶ C10 - ELECTRICAL

### Bonding Information

#### Contractor's Bond

This license filed a Contractor's Bond with [OLD REPUBLIC SURETY COMPANY](#).

**Bond Number:** GCL5927580

**Bond Amount:** \$15,000

**Effective Date:** 08/03/2020

[Contractor's Bond History](#)

#### Bond of Qualifying Individual

The qualifying individual RALF ERIK SATTLER certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

**Effective Date:** 09/11/2017

[BQI's Bond History](#)

### Workers' Compensation

This license has workers compensation insurance with the [STATE COMPENSATION INSURANCE FUND](#)

**Policy Number:**9216690

**Effective Date:** 08/24/2018

**Expire Date:** 08/24/2023

[Workers' Compensation History](#)



## Sattler Solar Joins Industry Leaders in Growing California's Solar Industry

### **Sattler Solar Inc. becomes newest CALSEIA member.**

SACRAMENTO - Sattler Solar has become the newest member of the nation's largest state solar power trade association, the California Solar Energy Industries Association (CALSEIA).

"We are proud to have Sattler Solar join CALSEIA to support its mission of expanding the use of clean, solar technologies throughout the state. CALSEIA members are recognized as being true leaders in the California market as they promote high standards within the industry and advocate fair policies for solar consumers. We look forward to working closely with Sattler Solar in continuing this work," says Bernadette Del Chiaro, Executive Director of CALSEIA.

Sattler Solar was founded in late 2015 in San Diego, CA, offering a broad variety of solar consulting services to solar photovoltaic installers, and commercial and utility scale developers. Sattler Solar's main customer base is based in Southern California.

Beside performance analysis, Production Estimates, and rate analysis, Sattler Solar's residential division also offers permit plan preparation assistance and financial pay back analysis. As of September 2016, Sattler Solar also holds a California Contractor License and performs full EPC services.

"Maneuvering through the tariff jungles of the California Utilities has been a challenge and informing our customers correctly a large emphasis of our company culture. Having the backing from CALSEIA was important to us as we will have access to industry experts that understand these things better than Utility representatives' themselves. The CALSEIA membership allows us to provide superior customer education with confidence," says Erik Sattler, CEO of Sattler Solar Inc.

Sattler Solar joins CALSEIA after being carefully vetted and approved through the association's application process, which ensures member companies adhere to industry best practices.

*Founded in 1977, CALSEIA, the California Solar Energy Industries Association, represents manufacturers, installers, financiers, and distributors of solar panels and related components and technologies throughout the state.*

## The Sattler Solar Story

Willkommen! I'm Erik, CEO and Founder of Sattler Solar. I got my start in the renewable energy business in 2011 while working for the solar engineering group, [EDF Renewable Energy](#). Prior to my time with EDF, I worked for several smaller civil engineering firms as a Principal Engineer on Land Development Projects with an emphasis on Grading and Storm Water management. I have held a Professional Engineers license in the State of California since 2006 and became a LEED A.P. in 2008.

During my time with EDF, I noticed how many solar installers struggled with their permitting process and design specifications. These pitfalls not only resulted in unpleasant surprises during the install process, but brought large contingencies that led to higher-than-necessary installation costs for the solar customer.

Around this time, I designed and installed a solar PV system for my home in San Diego. I realized that reliable support for professional installers was not easy to come by, and so I began dreaming about starting a company that would offer these services.

From the beginning, Sattler Solar's motivation has been three-fold:

- 1) To reduce installation costs.
- 2) To help improve efficiencies throughout the design, permitting, and install process.
- 3) To make solar more affordable for and available to a wider audience.

I'm passionate about creating a sustainable future for all of us, and seek to go above and beyond customer expectations.

## Our Principles

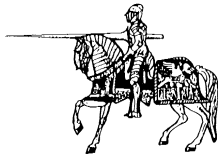
**Sustainability means** we work hard to increase efficiencies so you can keep your costs down, plus solar energy helps us make the world a more sustainable, greener place.

**Honesty means** we are on your team. We truly believe in the environmentally sustainable approach that solar energy offers, and want to help you achieve this reality in the most time and budget-friendly manner possible.

**Reliability means** we take seriously our commitment to completing projects on or before the deadline. We pride ourselves in providing a 5-star customer experience. With prompt communication, strict professionalism, and a quick turn-around time on your project, we aim to exceed your expectations while working together.

We invite you to see what others are saying about their experience with Sattler Solar:

<http://www.sattlersolar.com/reviews/>



# Proposal **KNIGHT**

**SECURITY & FIRE SYSTEMS**  
**2418 Auto Park Way, Escondido, CA 92029-1223**

(760) 745-3604 (619) 235-8533 Fax (760) 466-3018  
License #s C-7, C-10, C-61-306628, ACO 574, PPO 11254

Sheet 1 of 2

Date: 07/31/24

PROPOSAL SUBMITTED TO		WORK TO BE PERFORMED AT	
Name	Pauma Valley Community Services District	Name	_____
Attention:	Eric Steinlicht	Street	_____
Street	33129 Cole Grade Road	City/State	_____
City/State	Pauma Valley, CA 92061-9518	Telephone	_____
Telephone	_____	Email Address:	_____
Email Address:	_____		

We hereby propose to furnish materials and perform all the labor necessary for the completion of:

1) Main Office

One (1) Samsung WRN-810NVR with 8TB hard drive will be installed to replace old DVR.

One (1) 23" monitor will be installed at NVR.

Six (6) Samsung QNE-8011R 5-megapixel turret cameras will be installed:

- a) four (4) along front
- b) one (1) at breezeway
- c) one (1) covering back electric panels

Total . . \$6,781.00

2) Treatment Plant

One (1) Samsung WRN-810NVR with 8TB hard drive will be installed in office.

One (1) 23" monitor will be installed at NVR.

Five (5) Samsung QNE-8011R 5-megapixel turret cameras will be installed:

- a) one (1) covering side storage building
- b) one (1) covering front driveway area
- c) one (1) covering treatment plant
- d) one (1) pole mounted near treatment plant covering electrical panels
- e) one (1) pole mounted covering treatment plant side panels

Total . . \$6,431.00

\*Customer will provide conduit & wiring to the two (2) pole mounted cameras at treatment plant.

Continued on Page 2

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner.

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control.

Respectfully submitted \_\_\_\_\_

Brad A. Mates, Vice President

Note -- This proposal may be withdrawn by us if not accepted within 30 days.

Note - A City Alarm Permit may be required. Please consult your Knight Security Sales Rep for more information.

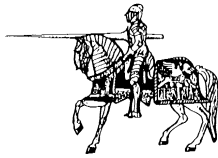
### ACCEPTANCE OF PROPOSAL

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

Date \_\_\_\_\_

Signature \_\_\_\_\_





# Proposal KNIGHT

**SECURITY & FIRE SYSTEMS**  
**2418 Auto Park Way, Escondido, CA 92029-1223**

(760) 745-3604 (619) 235-8533 Fax (760) 466-3018  
License #s C-7, C-10, C-61-306628, ACO 574, PPO 11254

Sheet 2 of 2

Date: 7/31/24

PROPOSAL SUBMITTED TO		WORK TO BE PERFORMED AT	
Name	Pauma Valley Community Services District	Name	_____
Attention:	Eric Steinlicht	Street	_____
Street	33129 Cole Grade Road	City/State	_____
City/State	Pauma Valley, CA 92061-9518	Telephone	_____
Telephone	_____	Email Address:	_____
Email Address:	_____		

### 3) Lift Station

One (1) Samsung WRN-410NVR will be installed in large outdoor rated enclosure.

One (1) 23" monitor will be installed at NVR.

One (1) 1000VA battery backup will be installed.

Two (2) Samsung QNE-8011R cameras will be installed:

- a) one (1) pole covering gate
- b) one (1) covering electrical panels.

Total . . \$4,183.00

Date \_\_\_\_\_ Signature \_\_\_\_\_

Remote Management and Support  
 Operating System & 3rd Party Application Support  
 and Patch Management  
 NGAV Endpoint Security and Advanced Threat  
 Hunting  
 Application Control, Allowlisting, and Ringfencing

Monthly Recurring

<input type="checkbox"/>	<b>Triune Recover - Workstation</b> Backup and disaster recovery for workstations.	\$50.00 Each	0	\$0.00
--------------------------	---	-----------------	---	--------

Includes:

- Scalable and immutable data backup platform
- Direct-to-cloud and hybrid backup capabilities
- Rapid recovery reducing downtime in case of a data loss scenario

## YEAR TWO COSTS

Description	Price	Quantity	Amount
<b>Network Hardware Upgrade</b> Upgraded firewall, switches, and wireless access points.	\$3,500.00 Each	0	\$0.00
Putting quantity to zero for first year so cost can be budgeted for year two of the agreement.			

## SURVEILLANCE

Description	Price	Quantity	Amount
<b>Surveillance System Upgrade for PVCSD</b> New surveillance system hardware and configuration.	\$8,303.00 Each	1	\$8,303.00
Network Video Recorder Pro A 2U-sized video recorder with (7) 2.5/3.5" HDD bays that can provide up to 60 days of storage for (20) 4K cameras or (60) Full HD cameras.		1	
Surveillance 3.5" HDD, 8TB Surveillance-grade 3.5" SATA hard drive ideal for Protect camera security.		4	
Ubiquiti UFP-VIEWPORT PoE adapter		1	

Easy-to-use hub for viewing Protect camera feeds on an HDMI display.

G5 Pro Next-Gen Indoor/Outdoor 4K PoE Camera 10

Next-gen indoor/outdoor 4K PoE camera with exceptional image performance, long-range IR night vision, and 3x optical zoom.

G5 Bullet 3

Next-gen indoor/outdoor 2K HD PoE Camera.

G5 Dome 1

Next-gen 2K HD PoE ceiling camera with enhanced dynamic range and low-light performance.

2K (4MP) video resolution

Ultra-wide viewing angle (102.4°)

9 m (30 ft) IR night vision

AI event detections

Integrated 2-way audio

Connect and power using PoE

Weather-resistant (outdoor covered)

Vandal resistant 2K (4MP) video resolution

Ultra-wide viewing angle (102.4°)

9 m (30 ft) IR night vision

AI event detections

Integrated 2-way audio

Connect and power using PoE

Weather-resistant (outdoor covered)

Vandal resistant

CloudKey+ 1

Compact UniFi Console with full UniFi application support and a pre-installed 1TB HDD for NVR storage.

Pro 24 PoE Switch 1

A 24-port, Layer 3 switch capable of high-power PoE++ output.

**Setup and Installation**

Installation and configuration of upgraded surveillance equipment, new wiring, and system training.

\$6,500.00

1

\$6,500.00

Each



Quote

## Proposal for TriuneIT Cloud Workspace Solution

**Presented by: Jeff Fazakerley**

**Title: Technical Account Manager**

**Phone: 714-887-9325**

**Email: [jeff.fazakerley@triuneinfotech.com](mailto:jeff.fazakerley@triuneinfotech.com)**

**Submitted: 05/14/2024**

The information contained in this quotation is CONFIDENTIAL in nature and is intended only for your use and the use of decision-makers within your organization. A significant amount of time went in to the preparation of this proposal and we ask that you keep it as you would any other confidential company information.

**This proposal is valid for 30 days.**

# Executive Summary

## Background

New Cloud & Migration Project for: Pauma Valley Community Services District

## Goals.

- Centralized Management and Problem Resolution
- Significantly Reduced Capital Expenditures and predictable ongoing OPEX costs
- Long Term software license Solution
- Minimal downtime and ease of use
- Increased mobility for client's workforce
- Complete site and device independence (log in from anywhere on any device)

## Recommendations

Here we would like to introduce you to TriuneIT Cloud, our premier Cloud offering, and answer the following questions:

- What is the cloud and why should I care?
- What would it look like for my company to move to the TriuneIT Cloud?
- What benefits would I gain by going to TriuneIT Cloud?
- What would the costs be? Is there a return on my investment?

We would like to address these important questions and work with you to specify a solution that helps simplify your network while reducing the ongoing cost associated with your computer and network systems.

## What is TriuneIT Cloud Workspace?

Simply stated, Cloud Workspace is an IT utility you use, not a complex system requiring your precious resources to maintain. Electricity is a good analogy. As a business you don't have to generate the electricity your company requires for operation. You pay an electric utility to deliver the amount of electricity you need, when you need it, where you need it. It's simple.

Cloud Workspace is similar. Rather than buy and maintain servers and computers, you simply rent the capacity you need. You don't even have to care where the server is located.

Rather than install and maintain software applications on employee computers, every application, database, and file that your employees need to do their job each day is streamed to them from data centers over the Internet through secured and encrypted connections. Nothing but a web browser needs to be installed on their computers.

Employees won't even know the difference except their computer desktop will be a lot less cluttered, and they can access their work anytime and from any device with a Web browser and high-speed Internet connection.

Cloud computing technologies have been in existence for over a decade in large enterprises. As the technology has matured and prices have dropped Cloud computing has become very attractive to small-medium sized businesses. According to a 2014 global survey sponsored by IDG, 69% of SMBs have either applications or infrastructure running in the cloud, up 12% from 2012. In 2015, 24% of all IT budgets will be allocated to cloud solutions. The ability to get up and running quickly with cloud-based applications (39%) and the lower cost of ownership they provide (39%) are the two most popular reasons why SMB's are transitioning to the cloud today. Replacing on premise legacy technology (35%) is the third most common reason. This is especially true in industries, where legacy systems can't scale to current and future business models are gradually being replaced.

## **What is the TriuneIT Cloud?**

TriuneIT has been managing information technology for companies throughout San Diego, Riverside, and San Bernardino Counties since 2012. Today we serve over 100 companies just like yours. Our solution is the direct result of over 30 combined years of experience solving IT problems and delivering reliable computing performance at affordable prices. Every TriuneIT Cloud solution includes these features and capabilities.

### **The Desktop**

It's a clean, well-organized work space with everything you need to do your job (and nothing more) just a click away.

The Desktop runs in a Web browser or through an app, so users can work from any PC, Mac, iPad, tablet, or smart phone that supports a browser and a high-speed Internet connection.

### **Applications**

The applications an employee needs to do their job are available on the Desktop. The difference is the applications no longer reside on their computer, or on the server down hall, and there's nothing to update every few months.

But what if, for example, you manage a company that depends on a special industry application--a CPA firm using Practice Management software, or a medical office requiring EMR? In many cases applications like these can be integrated on the Desktop, too. With TriuneIT there won't be any guessing. Our analysis can tell you in advance what performance level you can expect from running these vertical applications in TriuneIT Cloud, or if you're better served by keeping the applications on an on-premise server.

Road warriors who need access to applications when a high-speed Internet connection isn't possible will want to have the necessary applications installed on their computers, but for most of your team who are doing work at the office or home, the only application that needs to be on their device is a Web browser.

### **What benefits will my company see by using the TriuneIT Cloud**

TriuneIT Cloud provides you with a worry-free IT environment where you can access all your data and applications from anywhere at any time. Here are just a few of the benefits of migrating to TriuneIT Cloud:

- Eliminate (or reduce) capital expense on servers and expensive PCs
- Reduce your monthly maintenance costs around servers and desktops
- Enterprise level backup: Snapshots of your data are taken regularly, allowing us to quickly roll back to points in time, so you don't have to worry about losing critical data or valuable work time
- Cost predictability and scalability
- Accessibility from anywhere with High Speed Internet
- Enterprise-class security
- Device Flexibility – connect from any device with a web browser (PC, MAC, iPad, Smartphone)
- ROI - Cloud computing savings can be significant when compared to an on-premise IT infrastructure

For a more complete description of benefits to your operation, please see Appendix A: The Benefits of TriuneIT Cloud.

### **Who Uses the Cloud?**

A 2011 survey of 1,200 IT professional in the U.S. discovered that 38% of businesses were implementing or maintaining a Cloud computing solution. Another 33% were planning on implementing a Cloud solution within 12 months.

One out of five (21%) of small and medium-sized business (20-499 employees) had already implemented a Cloud computing solution. The industry segments with the highest penetration of Cloud computing include: healthcare (30%), higher education (34%), K-12 education (27%), and state and local government (23%).

Here in Riverside and San Diego Counties we're seeing similar adoption rates. Many of our clients have at least one application in the Cloud. This experience is leading them to ask for a strategic plan to move additional IT resources to the Cloud. We're seeing strong interest not only from healthcare providers, such as clinics and doctor's offices, but also from accounting firms, insurance companies, law offices, technology companies, and manufacturers.

### **A Typical Deployment Process**

We are understandably excited about the TriuneIT Cloud service, but it isn't the only IT solution that we'll evaluate for your business. If the Cloud isn't right for your business, we'll be the first to tell you. We haven't

won the trust of over 100 clients by giving bad advice. We follow a very thorough and professional process for analyzing a client's IT needs and recommending the best solution for them.

If a partial or total Cloud solution is selected, depending on complexity, full deployment will take between forty-five and sixty days from the time our service agreement is signed to the day when your company is running the new system. Your Cloud infrastructure is built out in tandem with your current production on-premise environment, so there is no downtime in the process.

## **Pricing**

The total price of your TriuneIT Cloud solution will be dependent upon the requirements of your network. The critical factors are number of users, number of applications and amount of data your business will need. The following chart lays out your TriuneIT Cloud solution cost after a review by TriuneIT:



**Triune InfoTech**

39520 Murrieta Hot Springs Rd.  
Murrieta, CA 92563  
United States  
T: (951) 249-7775

<b>Quote #</b>	
<b>Date</b>	04/26/2024
<b>Expires</b>	
<b>Contact</b>	Jeff Fazakerley

**Prepared for**

Pauma Valley Community Services District  
Eric Steinlicht  
33129 Cole Grade Road,  
Pauma Valley,CA, 92061  
United States  
  
T: (760) 742 - 1909  
E: eric.steinlicht@paumavalleycsd.ca.gov

# Cloud Workspace Solution for Pauma Valley Community Services District

## CLOUD WORKSPACE COSTS

Description	Price	Quantity	Amount
<p><b>Monthly Recurring</b></p> <p><b>Enhanced Location</b> 24/7 Remote Support &amp; NOC New workstation setup labor included Basic Security Package Scheduled Business Hours Onsite Support (Next Business Day) Includes projects under 5 hours. Projects over 5 hours are pre-planned and billed at a fixed project cost Business Process Consulting not included Network Monitoring DNS Management</p>	\$499.00 Each	1	\$499.00
<p><b>Monthly Recurring</b></p> <p><b>TriuneIT Cloud Workspace - Standard User</b> Cloud Desktop for standard user workload and applications</p>	\$275.00 Each	9	\$2,475.00

Windows 11  
 NextGen AV & Managed Detection and Response  
 Microsoft 365 Desktop and Cloud Apps  
 Backup and Disaster Recovery

Monthly Recurring

**Enhanced Email Only User**  
 Enhanced Email Only User Package  
 Includes:  
 Microsoft 365 Email Only License  
 Email Security and Backup

\$28.00	9	\$252.00
Each		

Monthly Recurring

**Cloud Migration Fee**  
 Migration of all users, data, and applications to TriuneIT  
 Cloud Workspace.

\$375.00	1	<del>\$375.00</del>
Per Month		
		\$187.50

\$500/user x 9 users = \$4500  
 (Paid in monthly installments of \$375 over first 12  
 months of signed agreement)

Cloud infrastructure design, build-out, and  
 implementation  
 Migration of user data and applications  
 Re-configuration of all end-user workstations for Cloud

50% discount applied with signed 3-year contract term.

**OPTIONAL SERVICES**

Select one or more options from below

Description	Price	Quantity	Amount
-------------	-------	----------	--------

Monthly Recurring

**Enhanced Mobile Device Management**  
 Enhanced Mobile Device Management Package

\$9.00	0	\$0.00
Each		

Monthly Recurring

**Enhanced Teams Only User**  
 Enhanced Teams Only User Package

\$8.00	0	\$0.00
Each		

Monthly Recurring

**Enhanced Workstation**  
 Enhanced Workstation Package  
 Includes:

\$68.00	0	\$0.00
Each		

Remote Management and Support  
 Operating System & 3rd Party Application Support  
 and Patch Management  
 NGAV Endpoint Security and Advanced Threat  
 Hunting  
 Application Control, Allowlisting, and Ringfencing

Monthly Recurring

**Triune Recover - Workstation**

Backup and disaster recovery for workstations.

\$50.00

0

\$0.00

Each

Includes:

- Scalable and immutable data backup platform
- Direct-to-cloud and hybrid backup capabilities
- Rapid recovery reducing downtime in case of a data loss scenario

**YEAR TWO COSTS**

Description	Price	Quantity	Amount
-------------	-------	----------	--------

**Network Hardware Upgrade**

Upgraded firewall, switches, and wireless access points.

\$3,500.00

0

\$0.00

Each

Putting quantity to zero for first year so cost can be budgeted for year two of the agreement.

**SURVEILLANCE**

Description	Price	Quantity	Amount
-------------	-------	----------	--------

**Surveillance System Upgrade for PVCSD**

New surveillance system hardware and configuration.

\$8,303.00

1

\$8,303.00

Each

Network Video Recorder Pro

1

A 2U-sized video recorder with (7) 2.5/3.5" HDD bays that can provide up to 60 days of storage for (20) 4K cameras or (60) Full HD cameras.

Surveillance 3.5" HDD, 8TB

4

Surveillance-grade 3.5" SATA hard drive ideal for Protect camera security.

Ubiquiti UFP-VIEWPORT PoE adapter

1

Easy-to-use hub for viewing Protect camera feeds on an HDMI display.

G5 Pro Next-Gen Indoor/Outdoor 4K PoE Camera 10

Next-gen indoor/outdoor 4K PoE camera with exceptional image performance, long-range IR night vision, and 3x optical zoom.

G5 Bullet 3  
Next-gen indoor/outdoor 2K HD PoE Camera.

G5 Dome 1

Next-gen 2K HD PoE ceiling camera with enhanced dynamic range and low-light performance.

2K (4MP) video resolution

Ultra-wide viewing angle (102.4°)

9 m (30 ft) IR night vision

AI event detections

Integrated 2-way audio

Connect and power using PoE

Weather-resistant (outdoor covered)

Vandal resistant 2K (4MP) video resolution

Ultra-wide viewing angle (102.4°)

9 m (30 ft) IR night vision

AI event detections

Integrated 2-way audio

Connect and power using PoE

Weather-resistant (outdoor covered)

Vandal resistant

CloudKey+ 1

Compact UniFi Console with full UniFi application support and a pre-installed 1TB HDD for NVR storage.

Pro 24 PoE Switch 1

A 24-port, Layer 3 switch capable of high-power PoE++ output.

**Setup and Installation**

Installation and configuration of upgraded surveillance equipment, new wiring, and system training.

\$6,500.00

1

\$6,500.00

Each

Upfront	\$14,803.00
Monthly	\$3,413.50
Tax	\$726.51
<b>Total</b>	<b>\$18,943.01</b>

Resource quantities may be added or subtracted and per unit charges will be added or subtracted accordingly (5-user minimum always applies). When changes are made invoices will be adjusted (prorated) in the month that any unit cost is added, or in the month after any unit cost is removed.

### Startup Costs

We offer Fixed Fee migration projects to our clients, guaranteeing the project to be delivered for the price quoted. We utilize highly experienced project managers, systems engineers, and other technical resources in delivering projects according to best practices. IT projects often become nightmares for many businesses– we won't let that happen to you.

Total Fixed Price: **\$4,500.00 (based on \$500/user)**

For any service requests made during the project that are not clearly part of the defined scope, a separate service ticket will be created and those charges will be billed according to your regular rates.

### Payment Terms:

- Fees for TriuneIT Cloud and related services are automatically charged on the 1st of every month via the payment method authorized by client.
- The only method of payment for TriuneIT Cloud services is by ACH on file with TriuneIT. Please include ACH information in the ACH Authorization section above.
- Past due accounts will be charged a service charge of up to 1.5% of the unpaid balance per month (compounded daily). Reasonable collection fees may be added if we have to turn an account over to collections.
- Payment for Fixed Fee Project Services will be **due at time of order**.
- Payments for equipment and materials purchased by TriuneIT for Client will be **due at time of order**.

## Appendix A – The Benefits of TriuneIT Cloud Workspace

### Up-time

TriuneIT promises 99.9% uptime for your TriuneIT Cloud Workspace infrastructure. In the event of a local Internet service provider failure, the environment remains unaffected and can still be accessed remotely from any other network. All servers, storage, and networking components are built with redundancy as a top priority. In our experience, the uptime record of Cloud Workspace is equal to or greater than that of on-premise IT infrastructure.

## **Security**

Cloud Workspace includes enterprise-class security functionality that surpasses what many small businesses have in place today. For our clients we configure three levels of system security: company-level, group level, and user level. These security capabilities meet or exceed the toughest of standards, such as HIPPA, PCI/DSS, GLB, SOX, SAS70 and SEC.

The data stream to and from the data centers is protected using industry-standard encryption.

## **Back-up and Data Storage**

Data storage is infinitely scalable. We configure your TriuneIT Cloud so you have as much data storage as you need without having to pay for excess capacity, which is frequently the case with on-premise servers. Backups of your infrastructure and data are automatically done per the schedule you specify, or a schedule we recommend.

## **Data Center Classifications**

You might ask, “Where is my data?” We only select data centers that are SOC 2, Type 2 compliant, which means you can trust the data center to meet the most rigorous controls standards, demanding accountability and transparency.

For more information about our datacenters:

<https://azure.microsoft.com/en-us/global-infrastructure/>

## **Device Flexibility**

With the TriuneIT Cloud Workspace infrastructure, your company has total flexibility to choose the computing devices for each department or employee that are right for the job (and your budget). Any computing device can be used, such as an existing PC or Mac, laptop, Thin Client, or even a Chromebook (pretty much any device with a modern web browser). So, let the people in the sales department have their iPads; the marketing department can have Macs; the accounting department can have PCs; and the executives can treasure their smart phones. In each case our TriuneIT Cloud delivers a Desktop to their device enabling them to access the files and applications they need.

You can expect to use your current computers longer before they become outdated, too. TriuneIT Cloud breaks the expensive cycle of software and hardware upgrades. Better yet, you can forget those expensive server refreshes that absorb so much of your budget every 3-5 years.

### **Multiple Offices and Remote Employees**

Have you been frustrated by the complexity and expense of connecting multiple offices and remote employees? TriuneIT Cloud Workspace solves the problem instantly and simply. Simultaneously, every employee everywhere will have access to the applications, collaboration tools, and files they need. It couldn't be easier.

## **Appendix B – Specific Services Covered/Not Covered**

### **Services/Products Covered:**

1. Getting Connected to TriuneIT Cloud On Any Device
2. Microsoft Applications and Services running in Cloud Environment or Physical PC's
3. Third Party Applications and Services running in Cloud Environment or Physical Workstations (Valid Vendor Support Agreement Required)
4. TriuneIT Applications and Services running in Cloud Environment or Physical PC's
5. Remote Support & Management of Cloud Environment or Physical Workstations & Network
6. On-Site Support & Management of Physical Workstations & Network
7. Client Owned Network and Network Devices at the customer's location such as Routers, Firewalls, Switches, Printers, Scanners, and any other Network devices
8. Remote Support & Management of 1 Cell Phone or Tablet Per User
9. Project Management

### **Services/Products Not Covered:**

1. Phone System (unless it's our TriuneIT hosted VoIP phone system)
2. Low voltage wiring, Cat 5e/6 wiring, electrical work
3. Cell Phone and/or Tablet Computer Hardware or Software
4. Workstations not under Agreement includes 1 Workstation per TriuneIT Cloud User

## **Appendix C – Support & Management Response Times**

The following table shows the targets of response and resolution times for each priority level, these apply M-F 8:00am-5:00pm. 24/7 and Holidays support is for Emergency Issues Only and Is Call Back with a

Four-Hour Response Time:

<b>Trouble</b>	<b>Priority</b>	<b>Response time (in hours)</b>	<b>Resolution time (in hours)</b>
A problem that affects the entire client site or a group of users.	Critical	Within .5 hours (30 min)	ASAP – Best Effort
A general service request or problem with workaround solution available.	Medium	Within 4 hours	ASAP – Best Effort
A service request that does not require immediate resolution or requires long range planning that will be forwarded to our NOC for resolution	Low	Within 24 hours	ASAP – Best Effort

**Support Tiers**

The following details and describes our Support Tier levels:

<b>Support Tier</b>	<b>Description</b>
Tier 1 Support	All support incidents begin in Tier 1, where the initial trouble ticket is created. The issue is identified and clearly documented, and basic hardware/software troubleshooting is initiated.
Tier 2 Support	All support incidents that cannot be resolved with Tier 1 Support are escalated to Tier 2, where more complex support on hardware/software issues can be provided by more experienced Engineers.



Tier 3 Support	Support Incidents that cannot be resolved by Tier 2 Support are escalated to Tier 3, where support is provided by the most qualified and experienced Engineers who have the ability to collaborate with 3 <sup>rd</sup> Party (Vendor) Support Engineers to resolve the most complex issues. This tier also includes support from our Onsite team.
----------------	--

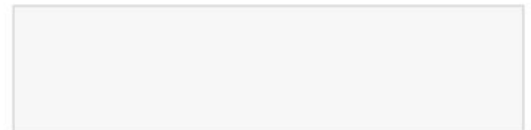
## NEXT STEPS

- Accept the proposal as is by electronically signing the agreement below, or call or email me to discuss any required changes
- We will generate and email you our Managed Services Agreement and Recurring Payment Authorization form for you to E-Sign and send your first Invoice for next month's service (we give you the first part-month of service leading up to the agreement start date for free as a "Welcome Thank You")
- We book a "Meet the Team" appointment to start the onboarding process and introduce you to your assigned "Account Engineer"
- We start working together supporting your business!

Name:

Title:

Date:



( Eric Steinlicht )



**Proposal for: Pauma Valley Community Services District**

**Attention: Eric Steinlicht**

**Date: 08/29/2023**

## **CONTENTS**

- 1) SOLUTION OVERVIEW**
- 2) YOUR INVESTMENT & WHAT'S INCLUDED**
- 3) ABOUT Triune InfoTech**
- 4) FREQUENTLY ASKED QUESTIONS**
- 5) GUARANTEED RESPONSE TIMES**
- 6) NEXT STEPS**

## SOLUTION OVERVIEW

Dear Eric Steinlicht,

Thank you for the opportunity to submit our proposal for IT Services to help you take the hassle out of managing your IT.

Based on our recent conversations, we understand that you are after:

- A local IT Support Business (that is invested in your success)
- Professional, fast, and dependable IT support
- Someone that understands your industry needs
- Help establishing best practices for IT management, budgeting, and technology oversight

Our goal is to do everything we can to provide you reliable, cost effective, fast and most of all WORRY FREE IT Support, so that you can focus on what you do best.

- We cover the following:
  - Remote Support Helpdesk - A friendly IT Helpdesk at your service 8x5, Mon-Fri
  - Onsite Support - For those problems and projects that require us to be onsite
  - Monitoring - 24/7/365 Monitoring of your IT and Cloud Infrastructure
  - IT Planning - Regular IT Catch-up on budgets/project planning
  - Vendor Management - we deal with your other IT vendors on your behalf
  - Fixed Costs – all for the one fixed monthly price
- You get the following:
  - Faster IT systems allowing for better productivity
  - Fixed monthly costs, allowing for easy budgeting
  - Regular reporting so you know what's happening
  - Reduced downtime with proactive monitoring and maintenance
  - PEACE OF MIND

We'd love the opportunity to become your IT partner of choice and as such are happy to offer you a 30 day guarantee – if you are not happy with our service after the first month, just let us know and we'll cancel your contract and refund your money!

Regards,  
Jesus Zarzosa  
Founder & CEO

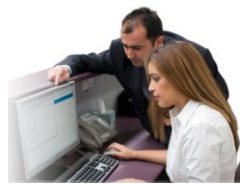
# YOUR INVESTMENT & WHAT'S INCLUDED

## UNLIMITED REMOTE HELPDESK



A friendly US-based Helpdesk that you can call or email for all your IT issues.

## ONSITE SUPPORT



Friendly onsite engineers available for any IT assistance you might need, from desk moves to new server installs.

## VENDOR MANAGEMENT



We can act on your behalf with your IT vendors (e.g. software vendors, multi-function printers, telecom, and more).

## REGULAR CIO MEETINGS



A regular quarterly catch up with your Account Manager to budget and plan for the future.

## FIXED FEE AGREEMENTS



Imagine being able to know your IT costs well in advance. Makes for easy budgeting right?

## EXECUTIVE REPORTING



You will receive a monthly easy to read IT Executive Report with metrics that matter.

## AFTER HOURS SUPPORT



We have 24/7/365 support available for those critical after hours emergencies.

## 24/7/365 MONITORING



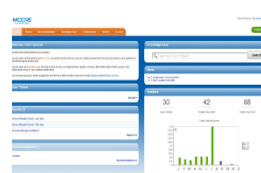
Our Helpdesk continually monitors for issues that could affect your network and proactively works on them.

## PROACTIVE MAINTENANCE



Keep your network up to date with Microsoft, Adobe, Java and other updates automatically delivered.

## CENTRAL ACCESS PORTAL



A web based portal where you and your staff can access things such as Open Tickets, Invoices, Agreements and more.



Last but not least, with all of the above working together, you will have **Peace of Mind** that IT is no longer a worry or a hindrance for your business – **THAT’S OUR NUMBER ONE GOAL**

RECURRING COSTS			
Description	Price	Quantity	Amount
<p><b>Monthly Recurring</b></p> <p><b>Enhanced Location</b></p> <p>24/7 Remote Support &amp; NOC            New workstation setup labor included            Basic Security Package            Scheduled Business Hours Onsite Support (Next Business Day)            Includes projects under 5 hours. Projects over 5 hours are pre-planned and billed at a fixed project cost            Business Process Consulting not included            Network Monitoring            DNS Management</p>	\$499.00 Each	1	\$499.00
<p><b>Monthly Recurring</b></p> <p><b>Enhanced Workstation</b></p> <p>Enhanced Workstation Package            Includes:            Remote Management and Support            Operating System &amp; 3rd Party Application Support and Patch Management            NGAV Endpoint Security and Advanced Threat Hunting            Application Control, Allowlisting, and Ringfencing</p>	\$68.00 Each	9	\$612.00
<p><b>Monthly Recurring</b></p> <p><b>Enhanced Workstation User</b></p> <p>Enhanced Workstation User Package            Includes:            Microsoft 365 Business Premium License            Printix Cloud Printing</p>	\$98.00 Each	9	\$882.00

Secure Password Manager  
 Email Security (AV & Spam Filtering) & Email Backup

**Enhanced Email Only User**

Enhanced Email Only User Package

Includes:

Microsoft 365 Email Only License

Email Security and Backup

\$28.00

9

\$252.00

Each

Monthly Recurring

**Enhanced Server**

Enhanced Server Package

Includes:

Remote Management and Support

Patch Management

NGAV Endpoint Security & Advanced Threat Hunting

Application Control, Allowlisting, and Ringfencing

\$268.00

1

\$268.00

Each

Monthly Recurring

**Triune Recover - Workstation**

Backup and disaster recovery for workstations.

Includes:

- Scalable and immutable data backup platform
- Direct-to-cloud and hybrid backup capabilities
- Rapid recovery reducing downtime in case of a data loss scenario

\$50.00

3

\$150.00

Each

Monthly Recurring

**TriuneIT SecureSync**

TriuneIT SecureSync provides secure and protected file sync and share capabilities in a business-grade solution that supports real-time collaboration, document sharing, and anytime access on any device. Maximize employee productivity and mobility without risking data loss on free consumer-grade file sync services. With always-on backup, endpoint devices – including PCs, Macs, and NAS devices – are continuously backed up for uninterrupted business continuity.

\$75.00

1

\$75.00

Each

**YEAR TWO COSTS**

Description

Price

Quantity

Amount

**Network Hardware Upgrade**

Upgraded firewall, switches, and wireless access points.

\$3,500.00

0

\$0.00

Each

(Quantity lowered to zero since this will be prioritized for year two budget)

## SURVEILLANCE

Description	Price	Quantity	Amount
<b>Surveillance System Upgrade for PVCSD</b> New surveillance system hardware and configuration.	\$8,303.00	1	\$8,303.00
	Each		
Network Video Recorder Pro A 2U-sized video recorder with (7) 2.5/3.5" HDD bays that can provide up to 60 days of storage for (20) 4K cameras or (60) Full HD cameras.		1	
Surveillance 3.5" HDD, 8TB Surveillance-grade 3.5" SATA hard drive ideal for Protect camera security.		4	
G5 Pro Next-Gen Indoor/Outdoor 4K PoE Camera Next-gen indoor/outdoor 4K PoE camera with exceptional image performance, long-range IR night vision, and 3x optical zoom.		10	
G5 Bullet Next-gen indoor/outdoor 2K HD PoE Camera.		3	
G5 Dome Next-gen 2K HD PoE ceiling camera with enhanced dynamic range and low-light performance. 2K (4MP) video resolution Ultra-wide viewing angle (102.4°) 9 m (30 ft) IR night vision AI event detections Integrated 2-way audio Connect and power using PoE Weather-resistant (outdoor covered) Vandal resistant 2K (4MP) video resolution Ultra-wide viewing angle (102.4°) 9 m (30 ft) IR night vision AI event detections Integrated 2-way audio Connect and power using PoE Weather-resistant (outdoor covered) Vandal resistant		1	
Ubiquiti UFP-VIEWPORT PoE adapter		1	

Easy-to-use hub for viewing Protect camera feeds on an HDMI display.

CloudKey+

1

Compact UniFi Console with full UniFi application support and a pre-installed 1TB HDD for NVR storage.

Pro 24 PoE Switch

1

A 24-port, Layer 3 switch capable of high-power PoE++ output.

**Setup and Installation**

Installation and configuration of upgraded surveillance equipment, new wiring, and system training.

\$6,500.00

1

\$6,500.00

Each

Upfront

\$15,055.00

Monthly

\$2,486.00

Tax

\$726.51

**Total**

**\$18,267.51**



## ABOUT Triune InfoTech

### Who are we?

We're a skilled, professional, and client-focused team located in Murrieta, CA. We love giving world class friendly IT Support.

We've been around since 2012 and have extensive experience installing, configuring and maintaining IT Infrastructure for businesses and organizations of all sizes. We strive to understand your organization's needs and then plan and implement solutions that are custom tailored to meet those needs.

Since we are also a small business, we are able to offer you a much more personalized white glove experience, and we value long-term win-win relationships.

### Our Work

Approximately 80% of our work is performed offsite via the use of various remote management tools and secure access methods. This allows us to respond very quickly to fix a problem you or your staff may have. However, we have onsite resources at your disposal for those issues that cannot be resolved remotely.

### About you

Enough about us, this is all about you. You are running a Community Services District and need the best from your IT investment. You want predictable costs, reliable infrastructure, friendly support, regular reporting and overall peace of mind.

[We look forward to working with you](#)

## FREQUENTLY ASKED QUESTIONS

### What is covered under this Agreement?

Please check your individual agreement, however as a rule of thumb, everything related to keeping your existing IT environment in tip-top shape is covered.

### What are the standard Helpdesk Hours?

Our helpdesk is available 8am – 5:00pm Monday through Friday, excluding standard US Holidays.

### Can I have regular onsite visits?

Absolutely, in fact we encourage every client of ours to have regular visits. Most productivity affecting IT issues go ignored until the IT person “walks by”.

### How is pricing managed?

As most of our pricing is based on a per-device or per-user basis, we adjust billing monthly based on adds/changes, making costs predictable and easy to account for.

### How long is the Agreement for?

Typically most agreements are 36 months, however the general rule of thumb is the longer the agreement, the better the deal (e.g. for each extra year of an agreement over 36 months, we will offer 1 month free).

### Do you support Tablets and Phones?

Absolutely, we live in an age where everyone is connected all the time and we can assist your team with all of their "smart" devices.

### Are Projects covered in my Agreement?

Absolutely! Just like you wouldn't pay a dedicated IT person more for implementing projects, why should you with a full-service IT partner?

### When is After Hours Support Available?

Simple, 24x7x365. While we may not be able to respond as fast as we can during business hours, we always have someone on-call.

### What technologies do you support?

We have in-house experience with loads of different technologies (Microsoft, Apple, Google, Quickbooks, and much more).

### Is the Cloud useful for my business?

We strongly believe a “Hybrid Approach” is currently the best approach to utilizing Cloud technologies. A combination of onsite and offsite infrastructure works best for most businesses.




### Can I cancel my Agreement?

Absolutely, if we break any of the conditions we promise to you (and are given a reasonable opportunity in writing to make things right), you have grounds to cancel your agreement with us and walk away.

### Do you have standard forms we can use?

## GUARANTEED RESPONSE TIME

We always aim to hit our “Response Target” when it comes to responding to your issues, however we absolutely guarantee we will respond by the “Response Guarantee” times listed below:

PRIORITY	EXAMPLE	RESPONSE GUARANTEE	RESPONSE TARGET
 <b>Critical</b>	Entire Company Offline (Call Us!)	2 Hours	15 Mins
 <b>High</b>	Department Offline (Call Us!)	4 Hours	1 Hour
 <b>Medium</b>	User PC Offline	8 Hours	4 Hours
 <b>Low</b>	New User Setup/Maintenance	16 Hours	8 Hours

## NEXT STEPS

- Accept the proposal as is by electronically signing the agreement below, or call or email me to discuss any required changes
- We will generate and email you our Managed Services Agreement and Recurring Payment Authorization form for you to E-Sign and send your first Invoice for next month’s service (we give you the first part-month of service leading up to the agreement start date for free as a “Welcome Thank You”)
- We book a “Meet the Team” appointment to start the onboarding process and introduce you to your assigned “Account Engineer”
- We start working together supporting your business!

Name:

Title:


Date:


( Eric Steinlicht )




MANAGED SERVICE  
**AGREEMENT**

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 [www.triuneinfotech.com](http://www.triuneinfotech.com)

 (951) 249-7775

 [sales@triuneinfotech.com](mailto:sales@triuneinfotech.com)

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**LETTER TO VENDORS FOR AUTHORIZATION**

## WELCOME LETTER

Dear Eric Steinlicht,

We're thrilled to partner with you to look after your IT!

We really don't like long and boring legal documents (who does?).

But it is important to have some things written down so that we both know what's what, who should do what and when, and what will happen in the unlikely event something goes wrong.

We try hard to not include complicated legal terms or long passages of unreadable text in our Agreement and we have no desire to trick you into signing something that we've tried to hide in legalese.

However, we do want what's best for the safety of both parties, now and in the future.

We can't wait to start working with you!

Talk soon.

Regards,

Jeff Fazakerley & The Team @ Triune InfoTech

## OVERVIEW

We love simplicity – so in short;

You **Pauma Valley Community Services District**,

located at 33129 Cole Grade Road, Pauma Valley, CA, 92061 (“You”, “Yourself” or “Your”)

are engaging us **Triune InfoTech** ("Us", "We", or "Our")

to provide:

The services to you as outlined in this Agreement for the pricing as outlined in our initial Proposal.

**You:** You have the authority to enter into this agreement on behalf of Your Business and will do everything you can to allow Us to provide Our World Class services to You.

**Us:** We have the experience and ability to do everything. We’ve agreed with You and We’ll do it all in a professional and timely manner.

We’ll endeavour to provide World Class support to You and on top of that We'll maintain the confidentiality of everything We come across.

**Of course, it’s a little more complex than that and there are a few more areas we need to cover, so let’s get down to the Finer Details!**

## THE FINER DETAILS

### COMMITMENT TERM

The minimum term is 36 months and is referred to as the Commitment Term.

The Commitment Term begins from the first day of the next month (after the date of accepting Our Proposal).

After the expiry of the Committed Term, an extension of the Term will automatically commence equal to the period of the original Committed Term, unless earlier modified or terminated as outlined in the ‘Termination’ section below.

### TERMINATION

You agree that if You need to Terminate this Agreement before the end of the Commitment Term, You agree to pay Us the current Agreement Fee multiplied by the number of months left in the current Commitment Term within 14 days of providing Us Notification of Termination.



Should there be any pricing adjustments made to this Agreement during a Commitment Term, the Plan Fee used to calculate any Termination Payment will be based on the latter of the original Proposal or any updated Pricing adjustments made in writing from Us to You.

All Termination requests must be made in writing to: [contracts@triuneinfotech.com](mailto:contracts@triuneinfotech.com)

## ESCALATION

While we strive to provide You with the best possible support at all levels, we leave an open communication channel right up to “the big boss” for You in the event You ever need to Escalate an issue further

If you ever need to escalate a Service Request or Issue, you agree to use the following escalation order to ensure quickest possible resolution time.

1. **Support Team**

**Email:** [support@triuneinfotech.com](mailto:support@triuneinfotech.com)

**Phone:** (951) 430-3377

2. **Technical Account Manager (TAM)**

**Name:** Jeff Fazakerley

**Email:** [jeff.fazakerley@triuneinfotech.com](mailto:jeff.fazakerley@triuneinfotech.com)

**Phone:** (951) 346-2499

3. **Managing Director / CEO**

**Name:** Jesus Zarzosa

**Email:** [jesus.zarzosa@triuneinfotech.com](mailto:jesus.zarzosa@triuneinfotech.com)

**Phone:** (951) 252-6000

## OUR RESPONSIBILITIES

### OUR RESPONSE TIME GUARANTEE

We agree to respond to your Service Requests within the Maximum time frames set out in **Appendix A**.

If the support request is lodged outside Our Business Hours Our Response Time Guaranteed does not apply. We will still work on your Service Request as fast as possible, however it will be on a best effort basis.

Response Times are calculated as per the Definition as outlined in **Appendix E**.

Response Times are Guaranteed maximum times to respond to a Service Request.

Please see **Appendix B** for a list of the types of Service Requests that our Response Time Guarantee does not apply to.

## SERVICE REQUEST PRIORITIES

We classify Service Request priorities as shown in **Appendix A**.

These priorities tie directly in with Our Response Time Guarantee to provide you with information about how quickly We will respond to Your issues.

If you require a Service Request that would normally be classed as a High, Medium or Low priority to be escalated and remediated as a Critical Priority – then You can request for an “Emergency Upgrade”. Please see our Rate Schedule for more information on “Emergency Upgrades”.

As we know, not everything in life fits into a box so the final decision on classifying the priority of an issue will be made by Our responding technician.

## WHAT’S COVERED

As part of this Agreement, we endeavor to include all the day to day IT support items that are typically required to run a typical Business Technology Baseline Infrastructure.

You can see a list of all the items we will cover under this Agreement in **Appendix C**.

It’s important to note that anything not included in **Appendix C** is explicitly excluded from Your Agreement and will be billed at our normal rates as found on our Rate Schedule.

From time to time, we may provide support for items not explicitly included in **Appendix C** without charge – however we will do this at our sole discretion.

## SCHEDULED SITE VISITS

As part of this Agreement, we will perform either Monthly or Quarterly Onsite Visits as indicated in the Proposal.

These visits are typically 3.5 hours in length and will be attended by one of our Team.

During these visits, we will perform a physical inspection and clean, if necessary, of all your Networking and Server Infrastructure at your main site.

If possible, we will identify a specific workspace our team will use while onsite.

We will send your Primary IT Contact a reminder email 7 Business Days before every Onsite Visit so You and Your team can have any requests

We will select the recurring day and time with You during the Onboarding process.

You agree to give us at least 7 Business Days’ notice if you need to re-schedule or amend an upcoming Visit. If You don’t give us at least 7 Business Days’ notice, that monthly or quarterly site visit allowance will still be counted as

used.

## REPORTING

Periodically, we may email Your Primary IT Contact a list of any Service Requests that we currently have in Our system that are currently waiting on input from You. This is to help figure out what Service Requests may be on hold whilst We are waiting on more information from someone on Your team.

If requested, each month we will email an Executive Summary report to Your Primary IT Contact with metrics from the previous months use of our services. Please contact Your technical account manager to set this up.

This report will contain metrics such as:

- Number of Service Requests Opened and Closed for the Month
- The Top 5 Users for Service Request Volume at Your Business
- Service Request Types (by Category)
- Upcoming Warranty Expirations

We may modify the metrics We use in this report from time to time as We continually improve how we report to Our clients.

## QUARTERLY BUSINESS REVIEWS

As part of this Agreement – every quarter We will provide to You to a Quarterly Business Review Session. Think of this session as meeting with your Virtual Chief Technology Officer.

In this session, we run through items such as, but limited to, the following:

- Last Quarters Metrics
- Your Plans for the next Quarter
- Refresh Cycle Update / Minimum Standards
- Technology Budget Update
- Technology Update
- Anything else you need to raise / discuss related to your IT

You agree to allocate 2 hours to each of these sessions to ensure that We can provide our Service to You at the world class levels that We strive for.

You agree to give us at least 5 Business Days' notice if you need to re-schedule or amend an upcoming Quarterly Business Review. If You don't give us at least 7 Business Days' notice, that quarters Business Review will still be counted as used.

## YOUR RESPONSIBILITIES

## MINIMUM STANDARDS

There are some Hardware and Software requirements that You need to have in place in order for Us to meet Our Service obligations, which include:

- All Servers with Microsoft Windows Operating Systems must be running Windows Server 2016 or later.
- All Desktop PC's and Notebooks/Laptops with Microsoft Windows Operating Systems must be running Windows 10 Version 21H2 or later and have all of the latest Microsoft Service Packs and Critical Updates installed.
- Any 3rd party Line-of-Business (LOB) applications must be genuine, licensed, vendor-supported, and up-to-date.
- All Server and Desktop Software must be genuine, licensed and vendor-supported.
- Hardware warranty on network and server equipment. Without warranty, response time on equipment will no longer be guaranteed.
- The environment must have a currently licensed, up-to-date and vendor-supported server-based Endpoint Security solution protecting all Servers, Desktops, Notebooks/Laptops, and Email.
- The environment must have a currently licensed, vendor-supported server-based Backup / Disaster Recovery Solution.
- The environment must have a currently licensed, vendor-supported hardware firewall between the internal network and the Internet.
- Any Wireless data traffic in the environment must be secured with a minimum of 128-bit data encryption.

We will update this list from time to time as certain technologies age and other technologies are released and tested by us.

If You do not have all of these Minimum Standards in place before Your Agreement start date, we will work with you on a plan to bring your Network up to our Minimum Standards.

We understand that this may take some time depending on timing and budgets so we will do our best to support any items that do not currently meet Our Minimum Standards.

However, if an item requiring support does not meet our Minimum Standards, it will be at our sole discretion whether we charge You for any time incurred for supporting that Item.

## APPROVED BUSINESS SOFTWARE

The list in **Appendix D** shows all of the Approved software that can be installed on any of the Computers or Devices covered by this Agreement.

This doesn't mean that all other software can't be installed – it simply means that if other software is installed, then it's up to our sole discretion whether we cover any Service Requests related to any other Software under the scope of this Agreement.

If We deem any Service Requests to be Out of the scope of This Agreement, We will ask for Your approval before performing any work.

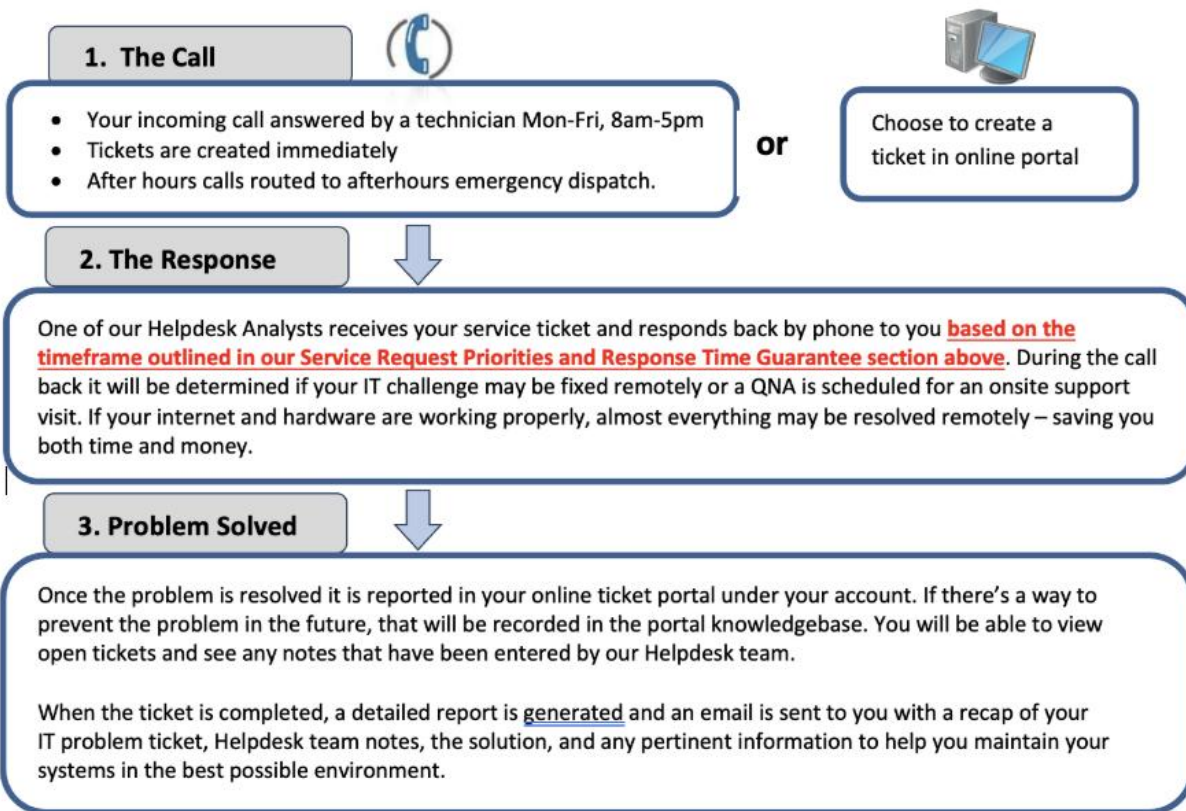
This list may change over the time we work together under this Agreement. We will email any updates to this list to Your Primary IT Contact.

## LOGGING OF SERVICE REQUESTS

The process for lodging Service Requests is as follows:

### Your Experience: Support Tickets and Escalation

We will respond to Your Support Tickets during standard business hours, and with best efforts after hours or on holidays. Support Tickets begin at Level 1 and must be submitted to our Helpdesk Team which will also handle Level 2 Support Tickets. If the Helpdesk team is unable to remediate the issue, the Support Ticket is escalated to Level 3 at which time our Professional Services Team will take over. Each Client issue will be assigned a Support Ticket number for tracking.



Non-Critical Service Requests are classified as those that are generally only impacting one user, and not affecting the primary business function of that user. Some examples of this include slow computer performance, single application crash, or inability to access a particular website.

We encourage you to submit these forms of requests via email at [support@triuneinfotech.com](mailto:support@triuneinfotech.com) or via our client portal located at the top of our website at [www.triuneinfotech.com](http://www.triuneinfotech.com)

Critical and High Priority Service Requests are classified as those that are either impacting more than one user, the entire company, or a VIP user. Some examples of this include Internet outage, Internal Network problems, inability to access file shares for multiple users, Malware infection, or a VIP user's computer crashing.

Critical and High Priority Service Requests must be lodged via phone only to our direct Helpdesk line at (951) 430-3377 otherwise Our Response Time Guarantee will only be applicable at Our Medium priority level for these.

It's important You and Your team follow this process to ensure You are guaranteed to receive the support at the levels We have promised.

You agree to make sure Your team is aware of any restrictions You have in place regarding who is authorized to lodge Service Requests, as all requests submitted to us by anyone not authorized as a Managed User may be rejected or be chargeable and/or allocated against this Agreement.

## **ACCESS REQUIREMENTS**

You agree to allow Us full and free access to Your computers, associated equipment, Your premises and Your team for the purposes of providing the Services in this Agreement.

If there is anything that interferes with our access, we cannot guarantee our Response Times which may hinder our ability to provide You the world-class support we strive for.

## **PRIMARY IT CONTACTS**

You agree to designate from Your team a Primary IT Contact and a Secondary IT Contact (who We will treat as the Primary IT Contact should the current Primary IT Contact not be available).

When issues of Critical and High Priority are happening, your Team is to channel all communication through these designates during business hours.

This allows Our team to work most effectively in restoring Your services as fast as possible, instead of fielding calls from multiple sources about the same problem.

The Primary IT Contact is to inform all staff at these times, to ensure fast resolutions.

The role of the Primary IT Contact is to also assist Our team to be the eyes and hands onsite, to allow them to remotely diagnose and solve issues in the fastest possible manner.

You will be asked to provide the details of your designated Primary and Secondary IT Contacts during your Onboarding process and you agree to update us if and when these Contacts change during the Term of this Agreement.

## **THIRD PARTY AUTHORIZATIONS**

In order to be able to assist You quickly in times of need, You need to make sure We are authorized to work with all of Your external Vendors that We may require to work with to provide you Our Service.

This includes but is not limited to Your Internet Service Provider, Your Web and Domain Hosting Provider and Your Telephony Provider.

During your Onboarding process We will run through with You to determine all the Vendors You will need to give authorization to. You can use the template found in **Appendix F** to assist.

If We are not Authorized for a particular Vendor, We may in Our absolute discretion, charge You extra for any Time it takes us to obtain authorization for Us to deal with that Vendor on Your behalf when needed.

If You start working with any new Vendors that We will need to interact with after We start work on this Agreement, You agree to make sure that We are authorized to act on Your behalf on commencement of Your relationship with the new Vendor.

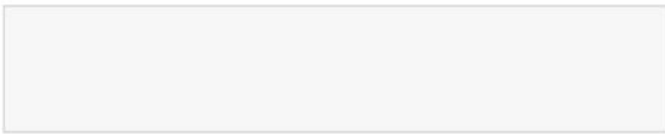
## SIGNATURE / ACCEPTANCE

IN WITNESS WHEREOF, the parties hereto have caused this Managed Service Agreement to be signed by their duly authorised representatives as of the date set forth below.

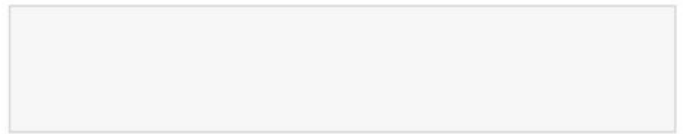
Accepted by:

Triune InfoTech, IT Partner

Pauma Valley Community Services District, Client



( Eric Steinlicht )



( Eric Steinlicht )

Eric Steinlicht

Jeff Fazakerley






Technical Account Manager

06/06/2024

## APPENDIX A

### GUARANTEED RESPONSE TIMES & PRIORITY LEVELS

The following table shows the Guaranteed Response times for each priority level and provides priority level examples.

PRIORITY	EXAMPLES	GUARANTEED RESPONSE TIMES
 <b>Critical</b>	Your Main Server is offline and all users are unable to work.	1 Hour
	One of your Network Switches has failed and stopped half the company from working.	
	A VPN link between 2 x offices is offline causing one office to be unable to work.	
 <b>High</b>	Your Internet Connection is offline, users can still work locally	2 Hours
	Your CEO's computer has stopped working	
	Your main Accounting Software has stopped working	
 <b>Medium</b>	A user's desktop won't turn on so they can't work	4 Hours
	One of the main printers is not working, but users can print to another one	
	A user is having problems connecting to the Wireless network	
 <b>Low</b>	Printing is slower than normal	8 Hours
	A single user is unable to scan	
	A user needs a program installed on their PC	
 <b>No Priority</b>	Pro-Active maintenance of systems	N/A



## APPENDIX B

### RESPONSE TIME GUARANTEE EXCLUSION LIST

The Response Time Guarantee does not apply to:

- Additions, moves or changes to users, devices, configurations, or network
- Issues lodged in any other manner than specified in this Agreement and our *General Terms and Conditions*
- Issues lodged outside Our Business Hours
- Items caused by Hardware or Software not meeting our Minimum Standards
- Service Requests related to Software not on our Approved Software List (see Appendix D)
- Service Requests for issues that have been caused by You not acting on advice or recommendations given by Us
- Service Requests for Issues caused by You or third parties modifying any Hardware or Software Configuration
- Service Requests for issues related to user-initiated Virus and Malware Infections
- Service Requests for Issues involving the sourcing of hardware/software
- Service Requests for Hardware and Software issues of items that are not under current warranty or maintenance coverage

## APPENDIX C

### AGREEMENT INCLUSION LIST

DESCRIPTION	FREQUENCY	INCLUDED
<b>CONSULTING</b>		
Onsite Quarterly Business Review (QBR)	Quarterly	YES
End-User Office365 Training Program	24x7x365 Via Portal	YES
<b>DESKTOP, LAPTOPS AND SERVERS</b>		
Setup New Profiles on Desktops and Laptops	As Needed	YES
Add / Edit / Delete User Accounts	As Needed	YES
Forgotten Password Resets	As Needed	YES
Archive Old User Accounts (Backup Email & Files)	As Needed	YES
Setup & Maintain Security Groups	As Needed	YES
Setup & Maintain Network Drives	As Needed	YES
Restore Files from Backups <sup>(1)</sup>	As Needed	YES
Troubleshoot Operating System Not Working	As Needed	YES
Troubleshoot Microsoft Office Not Working	As Needed	YES
Troubleshoot Anti-Virus Not Working	As Needed	YES
Reboot Servers	As Needed	YES
Troubleshoot Hardware Issues <sup>(3)</sup>	As Needed	YES
Hard Drive Clean-up (Remove Temp & Unnecessary Files)	As Needed	YES
Warranty Claim Processing <sup>(3)</sup>	As Needed	YES
Microsoft Patch Management (Service Packs & Updates)	Daily	YES
Update Approved 3 <sup>rd</sup> Party Applications (Adobe Flash, Adobe Reader, PDF Creator, Java, 7-Zip)	Daily	YES
Monitor all Critical Server and Computer Services and Fix	24x7x365	YES
Monitor Anti-Virus Running & Protection Enabled	24x7x365	YES
Monitor Anti-Virus Definitions +Updating Correctly	24x7x365	YES
Monitor Anti-Malware Running & Protection Enabled	24x7x365	YES
Monitor Anti-Malware Definitions Updating Correctly	24x7x365	YES
Monitor Hard Disk Health + Space & Defrag if Necessary	24x7x365	YES
Monitor High CPU Usage	24x7x365	YES
Monitor Security and Event Logs	24x7x365	YES
Roll out our Best Practise Security Policies	On-Going	YES
<b>BACKUPS AND DISASTER RECOVERY</b>		
Monitor Server and Computer Backups <sup>(1)</sup>	24x7x365	YES
Troubleshoot Server and Computer Backup Failures <sup>(1)</sup>	As Needed	YES
Monitor Office365 Backups <sup>(1)</sup>	24x7x365	YES
Troubleshoot Office365 Backup Failures <sup>(1)</sup>	As Needed	YES

Manual Test Restore & Report of All Approved Backups <sup>(1)</sup>	Monthly	YES
<b>PRINTERS</b>		
Clear & Reset Printer Queues	As Needed	YES
Troubleshoot Printer Issues	As Needed	YES
Add / Edit / Delete Printer Mapping Group Policies	As Needed	YES
Add / Edit / Delete Printer Drivers for Existing Printers	As Needed	YES
Troubleshoot Printer Hardware Issues <sup>(3)</sup>	As Needed	YES
Warranty Claim Processing <sup>(3)</sup>		
<b>NETWORK</b>		
Troubleshoot Internet Service Provider Issues & Outages	As Needed	YES
Troubleshoot Network Switch Issues	As Needed	YES
Troubleshoot Wi-Fi Access Point Issues	As Needed	YES
Update Wi-Fi SSID / Keys	As Needed	YES
Troubleshoot Router Issues	As Needed	YES
Troubleshoot Firewall Issues	As Needed	YES
Firewall Security Audit and Adjustment	Monthly	YES
Monitor Network Switches Operations & Availability	24x7x365	YES
Monitor Wi-Fi Access Points Operations & Availability	24x7x365	YES
Monitor Router Operations & Availability	24x7x365	YES
Monitor Firewall Operations & Availability	24x7x365	YES
Warranty Claim Processing <sup>(3)</sup>		
<b>DOMAIN NAMES</b>		
Add / Edit / Delete MX Records	As Needed	YES
Add / Edit / Delete TXT Records	As Needed	YES
Add / Edit / Delete PTR Records	As Needed	YES
Add / Edit / Delete CNAME Records	As Needed	YES
Add / Edit / Delete A Records	As Needed	YES
<b>MOBILE PHONES &amp; TABLETS</b>		
Configure Outlook or Mail App <sup>(2)</sup>	As Needed	YES
Configure Skype for Business App <sup>(2)</sup>	As Needed	YES
Configure OneDrive for Business App <sup>(2)</sup>	As Needed	YES
Configure Teams for Business App <sup>(2)</sup>	As Needed	YES

<b>OFFICE 365</b>		
Add / Edit / Delete User Accounts	As Needed	YES
Add / Edit / Delete User and Security Groups	As Needed	YES
Add / Edit / Delete Shared Mailboxes	As Needed	YES
Add / Edit / Delete Distribution Groups	As Needed	YES
Forgotten Password Resets	As Needed	YES

Archive Old User Accounts (Backup Email & OneDrive)	As Needed	YES
Restore Files from Backups <sup>(1)</sup>	As Needed	YES
Install & Connect OneDrive Desktop Client <sup>(2)</sup>	As Needed	YES
Install & Connect Skype for Business Desktop Client <sup>(2)</sup>	As Needed	YES
Install & Connect Teams Desktop Client <sup>(2)</sup>	As Needed	YES

**(1)** Only applies to when using the Backup Platforms in our Recommended Technology Platform.

**(2)** This assumes that you already have the back-end systems and company-wide configurations all setup and configured for this product. If you don't, then We will discuss with You the scope of any potential Project and send You a separate Proposal for your review.

**(3)** As you can appreciate, it's hard to build a profitable and sustainable business offering "Unlimited Support" at a reasonable price for items that we didn't recommend, sell and install.

As such, if the Hardware we are troubleshooting was not purchased from us and/or the device is not currently covered by the Manufacturer's warranty, a care pack or a maintenance agreement, then it is in Our sole discretion as to whether We will cover this work under the Scope of this Agreement or set it as Billable Out of Scope work.

## APPENDIX D

### APPROVED SOFTWARE LIST

- Microsoft Software – *Microsoft Office Suite*
- Google *Chrome*
- Adobe Applications – *Reader, Air, Shockwave*
- Java Runtime Environment
- PDF Creator
- 7 Zip
- FileZilla
- Emsisoft, BitDefender, Webroot, or SentinelOne Endpoint Security Products
- Backup and Disaster Recovery solutions implemented by and managed by Us

## APPENDIX E

### DEFINITIONS & INTERPRETATIONS

**“Agreement”** means any arrangement between Us and You (whether alone or in conjunction with any other person) for Services and/or the provision of Goods provided by Us under an arrangement in connection with Work agreed to be done or progressed for or on behalf of You or any other person at Your request, including as set out in this Agreement and any corresponding Proposal;

**“Plan Fee”** means a quote provided to You by Us;

**“Proposal”** means a Quote or Proposal provided to You by Us;

**“Rate Schedule”** means the schedule of rates, charges and conditions for the services of Ours as set, and as may be varied, by Us from time to time in Our absolute discretion;

**“Response Time”** Response Time is measured as the difference between the time We are first notified of a New Service Request as per the process outlined in our *General Terms and Conditions* and the time that We start providing Service on the Service Request. We do not count any triage, scheduling or dispatch work when calculating Response Times.

**"Services"** means the provision of any services by Us including Work, advice and recommendations;

**"Service Request"** means any request for work that either you ask us to perform or we perform proactively on your behalf;

**“Software”** includes software and any installation, update, associated software and any services provided in connection with any of these things;

## APPENDIX F

### LETTER TO VENDORS FOR AUTHORIZATION

Copy and paste this text on to your letterhead and then modify to suit each vendor that We will need to work with while We support You.



#### EMAIL SCRIPT EXAMPLE

To Whom It May Concern,

This letter is to inform you that we have contracted Triune InfoTech to manage our IT and Technology needs.

To be able to do this effectively, Triune InfoTech needs to be able to support and manage all of our technology suppliers on our behalf.

As such, this letter authorizes anyone from the team at Triune InfoTech to access and modify all aspects of our account and all the products and services that we have with <vendor name> effective immediately.

This authorization is valid until we give you written notice otherwise.

Should you require any further details, please let us know.

Regards,

Eric Steinlicht



## Pauma Valley CSD

# CyberGap Analysis Summary

### Overview

The Pauma Valley CSD CyberGap Analysis identifies significant cybersecurity vulnerabilities within the organization. The key focus areas include the absence of ongoing security management, lack of a cyber incident response plan, and insufficient business continuity planning. The report stresses that without immediate action, the organization is at high risk of cyberattacks.

### Current Status

- Infrastructure: 7 computers, 1 server, 1 site/location using Microsoft Windows OS.
- Security: A temporary custom firewall is in place, but no comprehensive support plan is available.

### Key Security Concerns

- Vulnerabilities: The organization is exposed to potential breaches due to several security gaps.
- Criminal Activity: The threat of exploitation by criminal gangs is high, with risks of financial losses and data theft.
- No Cybersecurity Strategy: Currently, there are no measures in place to handle or mitigate cyber incidents.

### New Cyber Reality

- The report highlights that it is no longer a question of "if" but "when" a cyberattack will occur. Businesses must be prepared to recover quickly or risk going out of business.

### Insurance Concerns

- The presentation points out that many businesses believe they are protected by insurance but claim denials due to negligence or inaccurate information are common.



## Detailed Proposal & Services

### End User Management

- Role-based access, high-security password management, multi-factor authentication, and data encryption.
- Email filtering, archiving, and employee security training.

### Advanced Cyber Protections

- 24x7 monitoring, AI-enabled endpoint protection, dark-web monitoring, and regular technology sweeps.
- Advanced threat hunting and security operations are managed by a U.S.-based security team.

### Business Security Policies

- Comprehensive policies including breach incident response, data loss prevention, and cloud application usage.
- Routine reviews and updates to security policies to ensure ongoing compliance and risk management.

### Network Administration

- Advanced firewall management, continuous network monitoring, and routine maintenance.
- Ensures network security through behavior-based controls and comprehensive patch management.

### Data Management

- Business continuity planning, automated backups, encryption, and disaster recovery.
- Regular testing of backup processes and 24x7 monitoring of backup failures.

### Additional Security Measures

- Endpoint security, intrusion prevention, content filtering, mobile device management, and secure remote office connectivity.

### Proactive Care & Support

- Comprehensive support including help desk, onsite support, and after-hours emergency services.
- Vendor management for critical technology providers and regular cybersecurity risk reviews.

### Pricing Proposal

- Monthly Fee: \$3,226 per month (36-month agreement), covering all services described.
- Onboarding Fee: \$4,500 (50% discount if paid in 12 installments with a signed 36-month agreement).

## Conclusion

The analysis recommends an immediate upgrade to cybersecurity measures, leveraging the detailed services provided in the proposal to safeguard against the increasing threat of cyberattacks. The comprehensive package offered by Triune Cybersecurity aims to address all identified vulnerabilities and ensure the security of Pauma Valley CSD's digital infrastructure.



# Proactive Cyber Risk Management

## and Comprehensive Business and End User IT Support

### BACKUP

- Backups Performed Automatically
- Data Is Secure in Multiple Places
- Backup Verification and Reporting
- 24 x 7 Monitoring for Backup Failure

### CYBERSECURITY

- SOC, SIEM, Endpoint Encryption
- Multifactor Authentication
- Security Policies
- Centralized User Management

### STAFF EDUCATION

- Security Awareness Training
- Staff Testing and Education
- Test Phishing & Training

### C-LEVEL CONSULTING

- Planning, Management and Forecasting
- Technology Consulting
- Virtual CIO, CTO and CISO Services



### HELP DESK SUPPORT

- Remote Assistance
- Onsite Services As Needed
- Replacement Parts
- 10 x 5 Help Desk

### MONITORING

- Patch and AV Updates
- Routine Network Maintenance
- SPAM Control
- Email Archiving & Email Continuity
- Critical Monitoring 24 x 7 x 365

### VENDOR MANAGEMENT

- Manage Technology Relationships
- Single Point-Of-Contact for Vendor Issues

### BUSINESS REVIEWS

- Quarterly Cybersecurity Risk Reviews
- Monthly Reporting
- Strategy Discussions

# Build a career you'll love

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## IT technician salary in San Diego, CA

How much does an IT Technician make in San Diego, CA?

Average base salary

# \$85,876

**same** as national average

**Average** \$85,876

**Low** \$63,452

**High** \$116,224

The average salary for a it technician is \$85,876 per year in San Diego, CA. 41 salaries reported, updated at July 30, 2024

## Job openings in San Diego, CA

### IT SPECIALIST

Capricor Therapeutics, Inc.  
San Diego, CA

 \$90,000 - \$110,000 a year


 Full-time

[View job details](#)

6 days ago

### ENGINEER/SCIENTIST/IT SPECIALIST (SYSANALYSIS)-FORCE PLATFORM...

Naval Information Warfare Systems  
Command 4 ★  
San Diego, CA

 \$99,044 - \$153,113 a year

 Full-time

[View job details](#)

5 days ago

### Part Time - IT Systems Technician

Aztec Shops 3.8 ★  
San Diego, CA

 \$16.85 - \$17.70 an hour

 Part-time

[View job details](#)

1 week ago

[View all IT Technician jobs](#) →

## Highest paying cities for IT Technicians near San Diego, CA

### San Ramon, CA

\$114,542 per year



11 salaries reported

### Concord, CA

\$100,893 per year



10 salaries reported

### San Jose, CA

\$84,487 per year



41 salaries reported

**Santa Ana, CA**

\$84,217 per year



14 salaries reported

**Anaheim, CA**

\$84,117 per year



5 salaries reported

**Rancho Cordova, CA**

\$82,111 per year



6 salaries reported

**Industry, CA**

\$77,238 per year



5 salaries reported

**Newport Beach, CA**

\$75,455 per year



9 salaries reported

**Los Angeles, CA**

\$72,039 per year



30 salaries reported

**Where can an IT Technician earn more?**

Compare salaries for IT Technicians in different locations

**Enter a location**

San Diego, CA 

vs

**Enter a location**

Enter a location

Compare

**How much do similar professions get paid in San Diego, CA?**

**Entry Level IT Technician**

[Job openings](#)

**Average \$25.59 per hour**

**Senior IT Technician**

[Job openings](#)

**Average \$47,667 per year**

**Senior IT Technician**

[Job openings](#)

**Average \$47,667 per year**

**Junior IT Technician**

[Job openings](#)

**Average \$20.60 per hour**

**Senior IT Technician**

[Job openings](#)

**Average \$47,667 per year**

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July 24, 2024

Mr. Eric Steinlicht, General Manager  
Pauma Valley Community Services District  
33129 Cole Grade Road  
Pauma Valley, CA 92061

Dear Mr. Steinlicht,

I hope this finds you well! Thank you for the opportunity to present this proposal to the Pauma Valley Community Services District.

We are very excited about the opportunity to partner with the Pauma Valley Community Services District. We believe you deserve nothing less than exceptional customer service, reliability, competitive pricing, efficient means of managing your accounts electronically, and direct access to a team of qualified banking professionals who are keenly knowledgeable with public funds and public entities.

Given our staff's experience working with special districts, cities, and counties, we believe Five Star Bank is the perfect partner for the Pauma Valley Community Services District. That is why Five Star Bank is offering:

- **Analyzed public checking accounts with a 2.00% Earning Credit Rate. We are offering as many analyzed public checking accounts as you need all with an Earnings Credit Rate of 2.00%.<sup>1</sup>**
- **A public money market account that matches the most recently published monthly rate at LAIF currently paying 4.480% (4.58% APY).<sup>1</sup>** – The rate is reset each month to match the most recently published monthly LAIF rate. Interest is compounded daily and posted at the end of the month.
- **Five Star Bank will provide your initial order of checks, deposit slips, and endorsement stamps at no charge.**
- **We are committed to having all key bank staff available during planning and implementation, as well as during ongoing support throughout this relationship.**

We will provide the Pauma Valley Community Services District with all the necessary checking and money market accounts, and electronic functionality such as online banking, wire transfers, ACH, remote deposit check scanning, positive pay, and mobile banking. Furthermore, Five Star Bank offers District credit cards and other financing products for special districts.

Five Star Bank is very active within the special district community and serves the banking needs of public entities all throughout the state of California. In fact, we have over \$650 million in public



funds on deposit as of July 23<sup>rd</sup>, 2024. One of the notable associations we partner with is the California Special Districts Association. We help sponsor their Annual Conference and their General Manager Summit. Furthermore, we have sponsored scholarships to their GM Summit since 2018. These scholarships provide funding for those who may not have had the resources to attend the GM Summit otherwise and receive training on policies, procedures, and best practices. We believe that being a good community bank means supporting your community.

This opportunity to expand our partnership with the Pauma Valley Community Services District is very important to our Bank and, as always, we will take every measure possible to ensure your success. I can assure you that I will personally oversee the entire transition to Five Star Bank. Please let us know if you have any questions or need clarification on anything in this proposal. Five Star Bank is offering to provide these banking services to the Pauma Valley Community Services District at a very competitive price with unparalleled customer service and support. We can discuss the opportunity in greater detail and plan the next steps to move forward. Thank you once again for this opportunity. We are committed to providing Pauma Valley Community Services District with the absolute best customer service experience and look forward to building a long and sustainable relationship together.

Sincerely,



**Reagan Ballo, CTP**  
**VP/Managing Director of Government Banking**

t: [916-660-5752](tel:916-660-5752) | m: [1-805-305-1882](tel:1-805-305-1882)

e: [rballo@fivestarkbank.com](mailto:rballo@fivestarkbank.com)

a: 3100 Zinfandel Drive, Suite 650  
Rancho Cordova, CA 95670



<sup>1</sup> Variable deposit rates and ECR are subject to change at any time based on market and other conditions.



## Contract for Deposit of Monies

THIS CONTRACT, relating to the deposit of monies, as of **February 23, 2024**, between Eric Steinlicht, (hereafter designated "Treasurer" acting in his or her official capacity as General Manager (Treasurer, Finance Director, etc.) of Pauma Valley Community Services District (hereinafter designated "Depositor"), and Five Star Bank (hereinafter designated "Depository"), having a shareholder's equity of Two Hundred and Eighty Five Million, Seven Hundred Seventy Four Thousand Dollars (\$285,774,000) as of December 31, 2023.

### WITNESSETH

WHEREAS, the Treasurer proposes to deposit in the Depository from time to time, commencing on **February 23, 2024**, monies in his/her custody in an aggregate amount on deposit at any one time not to exceed the total shareholder's equity of the Depository, and said monies will be deposited subject to Title 5, Division 2, Part 1, Chapter 4, Article 2 (commencing with Section 53630) of the Government Code of the State of California; and

WHEREAS, said provisions of the Government Code requires the Treasurer to enter into a contract with the Depository, setting forth the conditions upon which said monies are deposited; and

WHEREAS, in the judgment of the Treasurer, this contract is to the public advantage;

NOW, THEREFORE, it is agreed between the parties hereto as follows:

1. This contract cancels and supersedes any previous contracts between the Treasurer and the Depository relating to the method of handling and collateralization of deposits of monies.
2. This contract, but not the deposits then held hereunder, shall be subject to termination by the Treasurer or the Depository at any time upon 30 days written notice. Deposits may be withdrawn in accordance with the agreement of the parties and applicable federal and state statutes, rules and regulations. This contract is subject to modification or termination upon enactment of any statute, rule or regulation, state or federal, which, in the opinion of the Administrator of the Local Agency Security, is inconsistent herewith, including any changes relative to the payment of interest upon monies so deposited by the Treasurer. Upon notification from the Administrator, the Treasurer may withdraw deposits in the event the Depository fails to pay assessments, fines, or penalties assessed by the Administrator.
3. Interest shall accrue on any monies so deposited as permitted by any act of the Congress of the United States or by any rule or regulation of any department or agency of the Federal Government adopted pursuant thereto. If interest may be legally paid, all monies deposited in accordance with this contract shall bear interest at a rate agreed upon by the Treasurer and the Depository.
4. The Depository shall issue to the Treasurer at the time of each inactive deposit, a receipt on a form agreed to by the Depository and the Treasurer, stating the interest to be paid, if any, the duration of the deposit, the frequency of the interest payments, and the terms of withdrawal. Each such deposit receipt is by reference made a part of this contract.
5. As security for said deposit, the Depository shall at all times maintain with the Agent of Depository named herein, commencing forthwith, eligible securities having a market value in excess of the actual total amount of local agency monies on deposit with the depository as per Government Code 53652. If the eligible security is determined by the Administrator of the Local Agency Security of the State of California in accordance with Government Code Section 53661 to be not qualified to secure public deposits, additional security shall be substituted immediately by the depository, as necessary, to comply with the requirements of this Paragraph.



6. Eligible securities are those listed in Government Code Section 53651, which may include the use of letters of credit issued by the Federal Home Loan Bank of San Francisco pursuant to Government Code 53651(p).
7. The Agent of Depository, authorized by the Treasurer and the Depository to hold the eligible securities posted as collateral under this contract is U.S. Bank (See Section 8 below). Said Agent of Depository has filed with the Administrator of Local Agency Security of the State of California an agreement to comply in all respects with the provisions of Title 5, Division 2, Part 1, Chapter 4, Article 2 (commencing with Section 53630) of the Government Code.
8. Authority for placement of securities for safekeeping in accordance with Government Code Section 53659 is hereby granted to the Agent of Depository, including placement with any Federal Reserve Banks or branch thereof, pursuant to Government Code Section 53657, or the Federal Home Loan Bank of San Francisco.
9. If the Depository fails to pay all or part of any deposits of the Treasurer which are subject to this contract when ordered to do so in accordance with the terms of withdrawal set forth on the deposit receipt (which is by reference made a part hereof), the Treasurer will immediately notify, in writing, the Administrator of the Local Agency Security. Action of the Administrator in converting the collateral required by Paragraph 5 above for the benefit of the Treasurer is governed by Government Code Section 53665.
10. The Depository may add, substitute, or withdrawal eligible securities being used as security for deposits made hereunder in accordance with Government Code Section 53654, provided the requirements of Paragraph 5 above are met.
11. The Depository shall have and hereby reserves the right to collect the interest on the securities, except in cases where the securities are liable to sale or are sold or converted in accordance with the provisions of Government Code Section 53665.
12. The Depository shall bear and pay the expense of transportation of eligible securities to and from the designated Agent of Depository.
13. This contract, the parties hereto, and all deposits governed by this contract shall be subject in all respects to Title 5, Division 2, Part 1, Chapter 4, Article 2 (commencing with Section 53630) of the Government Code, and of all other state and federal laws, statutes, rules and regulations applicable to such deposits, whether now in force or hereafter enacted or promulgated, all of which are by this reference made a part hereof.
14. The Treasurer named herein waives the right to collateral based on insurance provided by the Federal Deposit Insurance Corporation not to exceed the maximum amount insured pursuant to federal law, in accordance with Government Code Section 53653.

IN WITNESS WHEREOF, the Treasurer, in his/her official capacity has signed this contract in duplicate and the Depository has caused this contract to be executed in like number by its duly authorized officers.

PUBLIC ENTITY NAME  
Pauma Valley Community Services District  
 NAME OF AUTHORIZED PERSON  
Eric Steinlicht, General Manager  
 SIGNATURE OF AUTHORIZED PERSON  
 \_\_\_\_\_

FIVE STAR BANK  
 NAME OF AUTHORIZED PERSON  
Heather Luck, SVP, Chief Financial Officer  
 SIGNATURE OF AUTHORIZED PERSON  
 \_\_\_\_\_

**Pauma Valley Community Services District  
 Term Sheet Dated 06/24/2024  
 2024 Tax Revenue Anticipation Note (Taxable)**

Umpqua Bank (“Umpqua”) would like to express its interest in underwriting and obtaining credit approval for the following loan (the “Credit Facility”) for the Pauma Valley Community Services District (the “District”) on the terms and conditions outlined below.

**Preface:** Umpqua’s expression of interest in underwriting and obtaining credit approval for the Credit Facility is for discussion purposes only and does not constitute a commitment from Umpqua. Any commitment to lend that we might make is subject to the fulfillment of a number of conditions that include, but are not limited to, our normal credit approval process, an in-depth review of the purpose of the loan, the District, and collateral the results of which are deemed satisfactory to Umpqua in our sole discretion.

**Confidentiality:** Except as required by law, neither this expression of interest nor its contents will be disclosed publicly or privately except to those individuals who are your officers, employees or advisors who have a need to know as a result of being involved in the proposed financing. The foregoing confidentiality provisions shall not apply to the disclosure of the federal income tax structure or treatment of the proposed financing.

- Borrowing Amount:
  - Not to exceed \$700,000.00
  - Commercial Credit Card \$50,000
  
- Loan Purpose:
  - To provide cash flow for the District, while property taxes and service charges are collected by the County of San Diego.
  
- Structure / Security
  - Tax Revenue Anticipation Note – (Non-Revolving)
  
- Term
  - Final Maturity: June 30, 2025, with annual renewal which will require a new resolution and documents that will be substantially similar to the initial documents.
  
- Rate
  - Indicative Interest Rate: 6.5% (3-year Treasury plus 2%)
  - Rate lock 2 weeks prior to closing
  - Default Rate of the then current interest rate plus 3%
  
- Deposit Requirement
  - Full banking relationship to be opened within 6 months of financing. Account relationship must be maintained while the Note is in place.
  
- Fees
  - If deposit accounts are not opened an annual fee of \$3,500 will be charged the end of 6 months and with each note renewal.
  
- Payment Structure
  - Quarterly or Monthly interest payments, commencing September 1, 2024. Principal due at maturity.
  
- Financial Reporting
  - Audited annual financial statements due 270 days of fiscal year end
  - Adopted annual budget due 30 days of adoption
  - Such additional information that the Bank may reasonably request
  
- Cost of Issuance
  - Documents to be prepared by Umpqua Bank’s Legal Counsel, Rudy Salo – Nixon Peabody, LLP.
  - Legal fees and expenses of Nixon Peabody, LLP shall be \$17,500 with District’s Counsel to review all documents and executing the necessary legal opinion regarding authority and related matters Bank Counsel will prepare a draft of.
  - All fees and related costs shall be paid by the District in connection with the issuance, including, but not limited to, CDIAAC filings, title fees and legal costs of the District and

the Bank, which such costs of issuance shall be amortized in the final base rental payments.

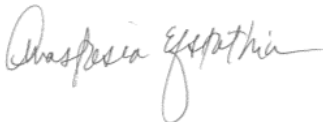
**Additional Conditions**

Periodic financial and collateral reporting by the District, as well as representations and warranties of the District regarding its status and ability to repay and related matters, and covenants and conditions that are appropriate for a Credit Facility of the scope and nature proposed herein will be determined as part of Umpqua Bank's normal underwriting and approval process.

PDFs of all executed and other documents listed on the Closing Index shall be provided to the Bank no later than 24 hours before the time of the requested wire; provided, that if any documents can only be signed after receipt of the wire those documents shall be provided immediately after receipt of the wire.

**NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IN THE EVENT ANY MATERIAL CHANGE SHALL OCCUR IN THE FINANCIAL MARKETS AFTER THE DATE OF THIS TERM SHEET, BUT BEFORE CLOSING, INCLUDING BUT NOT LIMITED TO ANY GOVERNMENTAL ACTION OR OTHER EVENT WHICH MATERIALLY ADVERSELY AFFECTS THE EXTENSION OF CREDIT BY BANKS, LEASING COMPANIES OR OTHER LENDING INSTITUTIONS, BANK MAY MODIFY THE INDICATIVE PRICING DESCRIBED ABOVE.**

Sincerely,



Anastasia Efstathiou  
VP/Relationship Manager  
Government Banking

Please pursue underwriting and approval of a commitment for the described Credit Facility.

**Borrower**

**By:**

**Printed Name:**

**Title:**

RESOLUTION NO. 124

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE PAUMA VALLEY COMMUNITY SERVICES DISTRICT AUTHORIZING THE ESTABLISHMENT OF ACCOUNTS WITH FIVE STAR BANK AND APPOINTING AUTHORIZED SIGNERS FOR THE DISTRICT'S FINANCIAL OPERATIONS**

WHEREAS, the Pauma Valley Community Services District conducts daily financial business through the deposits and withdrawals of monies in checking and money market accounts;

WHEREAS, the Pauma Valley Community Services District has determined that establishing accounts with Five Star Bank will best serve the financial needs of the District;

WHEREAS, the Pauma Valley Community Services District does hereby find that the deposits and withdrawals of monies in the Local Agency Investment Fund in the State Treasury, in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein, is in the best interests of the Pauma Valley Community Services District;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Pauma Valley Community Services District hereby authorizes the establishment of accounts with Five Star Bank and authorizes the below-named persons to order deposits and withdrawals of District monies in Five Star Bank, California Bank & Trust, and in the Local Agency Investment Fund in the State Treasury:

- Eric Steinlicht, General Manager \_\_\_\_\_
- Marissa Fehling, Office Manager \_\_\_\_\_
- Roland Skumawitz, President \_\_\_\_\_
- Richard Collins, Treasurer \_\_\_\_\_

PASSED, APPROVED, AND ADOPTED by the Board of Directors of the Pauma Valley Community Services District, this 19th day of August 2024, by the following vote:

AYES:

ABSENT:

NOES:

APPROVED:

\_\_\_\_\_  
 Roland Skumawitz, President, Board of Directors  
 Pauma Valley Community Services District

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
 Larry Curtis, Secretary

\_\_\_\_\_  
 Jeffrey A. Morris, General Counsel