



SRWA
STANISLAUS REGIONAL
WATER AUTHORITY

156 S. Broadway, Ste. 270, Turlock, CA 95380

(209) 668-4142 (phone) (209) 668-5695 (fax)

Board Meeting Agenda

May 21, 2020 at 3:30 p.m.

156 S. Broadway, Turlock, CA, Second Floor, Yosemite Conference Room

Chair, Chris Vierra
Vice Chair, Amy Bublak
Director, Bret Durossette
Director, Gil Esquer
Director (alternate), Linda Ryno
Director (alternate), Nicole Larson

General Manager, Robert Granberg
Interim Legal Counsel, Richard P. Shanahan
Board Secretary, Allison Martin

NOTICE: THIS MEETING WILL BE HELD IN ACCORDANCE WITH EXECUTIVE ORDER N-29-20, ISSUED BY CALIFORNIA GOVERNOR GAVIN NEWSOM ON MARCH 17, 2020, THE RALPH M. BROWN ACT (CALIFORNIA GOVERNMENT CODE SECTION 54950, ET SEQ.), AND THE FEDERAL AMERICANS WITH DISABILITIES ACT.

THIS MEETING WILL NOT BE PHYSICALLY OPEN TO THE PUBLIC. MEMBERS OF THE PUBLIC MAY PARTICIPATE IN THE MEETING VIA THE FOLLOWING METHODS:

JOIN BY CLICKING ON THE MEETING LINK: <https://us02web.zoom.us/j/82205684654>

OR

JOIN BY ACCESSING THE ZOOM WEBSITE: <https://zoom.us/join>

WEBINAR ID: 822 0568 4654

OR

JOIN BY TELEPHONE: 669-900-6833

WEBINAR ID: 822 0568 4654

NOTICE REGARDING NON-ENGLISH SPEAKERS: The Stanislaus Regional Water Authority (SRWA) meetings are conducted in English and translation to other languages is not provided. Please make arrangements for an interpreter if necessary.

EQUAL ACCESS POLICY: If you have a disability which affects your access to public facilities or services, contact the Board Secretary at the phone number set forth above. The Board is committed to taking all reasonable measures to provide access to its facilities and services. Please allow sufficient time for the Board to process and respond to your request.

NOTICE: Pursuant to California Government Code Section 54954.3, any member of the public may directly address the Board on any item appearing on the agenda, including Consent Calendar and Scheduled Matters, before or during the Board's consideration of the item.

AGENDA PACKETS: Prior to the Stanislaus Regional Water Authority Board meeting, a complete Agenda Packet (excluding any closed session materials) is available for review on the SRWA's website at www.stanrwa.org and in the Board Secretary's Office at 156 S. Broadway, Suite 270, Turlock, during normal business hours. Materials related to an item on this Agenda submitted to the Board after distribution of the Agenda Packet are also available for public inspection in the Board Secretary's Office at the address set forth above. Such documents may be available on the SRWA's website subject to staff's ability to post the documents before the meeting.

1. CALL TO ORDER
2. RECOGNITION, APPOINTMENTS, ANNOUNCEMENTS & PRESENTATIONS: None
3. A. SPECIAL BRIEFINGS: None

B. STAFF UPDATES

1. General Manager Update (*Granberg*)
2. Finance Director Report (*Lorenzi*)

C. PUBLIC PARTICIPATION: This time is set aside for members of the public to address the Board concerning any item that has been described in the notice for the meeting, including Consent Calendar items, before or during consideration of that item. You will be allowed five (5) minutes for your comments. If you wish to speak regarding an item on the agenda, you may be asked to defer your remarks until the Board addresses the matter.

4. DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS

5. CONSENT CALENDAR: Information concerning the Consent items listed below has been forwarded to each Board member prior to this meeting for study. Unless the Chair, a Board member, or member of the audience has questions concerning the Consent Calendar, the items are approved at one time by the Board. The action taken by the Board in approving the Consent items is set forth in the explanation of the individual items.

A. *Motion:* Approve minutes of Special Meeting of April 16, 2020

6. PUBLIC HEARINGS: None

7. SCHEDULED MATTERS:

A. Approve final expenditures and accept the completed Raw Water Pump Station, Phase 1 Project, and approve the Final Closeout Agreement and Release of Claims and authorize and direct the General Manager to sign and implement the Agreement and Release, and authorize the General Manager to record a notice of completion (*Granberg*)

Recommended Action:

Motion: Approving final expenditures and accepting the completed Raw Water Pump Station, Phase 1 Project

Motion: Approving the Final Closeout Agreement and Release of Claims and authorizing and directing the General Manager to sign and implement the Agreement and Release

Motion: Authorizing the General Manager to record a notice of completion

8. MATTERS TOO LATE FOR THE AGENDA

9. BOARD ITEMS FOR FUTURE CONSIDERATION

10. BOARD COMMENTS: Board members may provide a brief report on notable topics of interest. The Brown Act does not allow discussion or action by the legislative body.

11. NEXT MEETING DATE: June 18, 2020, Regular meeting

12. CLOSED SESSION: None

13. ADJOURNMENT



To: SRWA Board
From: Marie Lorenzi, Finance Director
Subject: Financial Summary as of May 15, 2020

Attached Financial Documents include:

Activity for 6-30-2020

- 1 – SRWA financial status as of 5-15-2020 for the 2019-20 fiscal year (Exhibit A):
Revenue received from the participating agencies \$5,839,200
Expenses paid total \$3,665,534.31

- 2 – SRWA financial status – life to date as of 5-15-2020 (Exhibit B):
Revenue life to date totals \$19,365,115.18 (includes \$45,664.81 of interest)
Expenses life to date total \$16,867,681.23
Cumulative unexpended Revenues \$ 2,497,433.95

Unpaid Invoices received as of 5-15-2020

3 – The following invoices are in the process of being paid at 5-15-2020 and the related costs are not included in the information presented in Exhibits A - B.

Bartkiewicz, Kronick & Shanahan	\$ 7,190.04
Granberg & Associates	\$ 19,125.00
	<u>\$ 26,315.04</u>

The SRWA currently has an unexpended cash balance of just under \$2.5 million. Board authorized property acquisitions totaling approximately \$2.2 million are anticipated to be completed over the next three months consuming most of the available cash. Invoices are being prepared to be sent to the participating agencies in the next couple weeks for the balance of current fiscal year operating expenditures. At the June Board meeting, staff will be presenting a fiscal year 2020/21 budget consisting of anticipated annual operating expenditures and Design-Build contract costs with projected monthly drawdown estimates. At this time, it is anticipated the participating agencies will be invoiced on a quarterly basis as has been done previously to date.

Stanislaus Regional Water Authority

For FY 2019-20 (Updated 5-15-2020)

Account Name		Original Budget	Amendments	Amended Budget 2019-20	Unaudited Actual 2019-20	Ceres	Turlock	TID	Totals for 2019-20
REVENUES									
	Interest Income			0.00					0.00
34900_001	Agency Contribution - City of Turlock	4,340,300.00	35,874.00	4,376,174.00	3,342,100.00		3,342,100.00		3,342,100.00
34900_002	Agency Contribution - City of Ceres	3,458,900.00	75,317.00	3,534,217.00	1,942,600.00	1,942,600.00			1,942,600.00
34900_004	Agency Contribution - Turlock Irrigation District	724,700.00	(25,404.00)	699,296.00	554,500.00			554,500.00	554,500.00
	Total Revenues	8,523,900.00	85,787.00	8,609,687.00	5,839,200.00	1,942,600.00	3,342,100.00	554,500.00	5,839,200.00
EXPENDITURES									
43011	Gov't Relations			0.00		0.00	0.00		0.00
43055_002	Consultant Audit	4,590.00	890.00	5,480.00	4,390.00	2,195.00	2,195.00		4,390.00
43060_000	Contract Services			0.00		0.00	0.00		0.00
43060_012	Contact Services Program Mgmt	2,339,464.00	197,105.00	2,536,569.00	705,797.71	333,442.01	354,150.44	18,205.26	705,797.71
43060_021	Contract Services General Manager	300,000.00	(890.00)	299,110.00	115,321.03	57,660.52	57,660.51		115,321.03
43060_022	Contract Services - Contractor Finan Eval			0.00					0.00
43060_023	Contract Services - Watershed Sanitary Survey	64,876.00		64,876.00	37,539.41	18,769.71	18,769.70		37,539.41
43195	Special Legal Counsel	259,403.00	17,767.00	277,170.00	70,233.11	34,570.91	34,570.91	1,091.29	70,233.11
43329	Environmental Services	55,060.00	(28,075.00)	26,985.00					0.00
43332	Permitting	6,000.00	6,000.00	12,000.00	12,173.00	6,086.50	6,086.50		12,173.00
43332_001	Permitting - Environmental Mitigation			0.00		0.00	0.00		0.00
43332_002	Permitting - Water Rights Acquisition	35,000.00		35,000.00	(6,093.19)	(3,046.60)	(3,046.59)		(6,093.19)
51001	Property Acquisition - facility site	1,436,675.00		1,436,675.00		0.00	0.00		0.00
51001	Property Acquisition - infiltration gallery	739,445.00		739,445.00		0.00	0.00		0.00
51800_001	Wet Well Design		47,981.00	47,981.00	48,074.72	12,821.53	25,638.25	9,614.94	48,074.72
	Wet Well Construction								
51801_001	Construction Contract (Overaa)	2,872,909.00	(172,573.00)	2,700,336.00	2,334,524.00	623,317.91	1,244,301.29	466,904.80	2,334,524.00
51801_002	Construction Management (Inferrera)	311,840.00	(15,758.00)	296,082.00	225,258.52	60,144.02	120,062.79	45,051.71	225,258.52
51801_005	Environmental (Horizon)	72,294.00	30,640.00	102,934.00	102,713.32	34,020.57	52,763.69	15,929.06	102,713.32
45002_000	TID - electrical service			0.00	961.63	320.51	641.12	0.00	961.63
43105_003	Interdepartmental Admin Support								
	Legal			0.00		0.00	0.00		0.00
	Clerical	12,500.00		12,500.00	6,237.94	3,118.97	3,118.97		6,237.94
	Financial/Accounting	10,000.00		10,000.00	4,694.74	2,347.37	2,347.37		4,694.74
43106_001	Admin Support - Ceres			0.00		0.00	0.00		0.00
44001_000	Supplies	500.00		500.00		0.00	0.00		0.00
44035	Photocopies	500.00		500.00	16.53	8.27	8.26		16.53
44040_000	Postage	500.00		500.00	11.84	5.92	5.92		11.84
47010	Bank Charges	100.00		100.00		0.00	0.00		0.00
47040_000	Dues	1,000.00	2,700.00	3,700.00	3,680.00	1,840.00	1,840.00		3,680.00
47090_001	Testing & Recruitment - General Manager			0.00		0.00	0.00		0.00
47095_000	Training	1,000.00		1,000.00		0.00	0.00		0.00
	Total Expenditures	8,523,656.00	85,787.00	8,609,443.00	3,665,534.31	1,187,623.12	1,921,114.13	556,797.06	3,665,534.31
Revenues Over (Under) Expenditures		244.00	0.00	244.00	2,173,665.69	754,976.88	1,420,985.87	(2,297.06)	2,173,665.69

0.00

Stanislaus Regional Water Authority

Project to Date (updated as of 5-15-2020)

	City of Ceres	City of Turlock	TID	Project to Date Total Since Dec 2015	Actuals Thru 6/30/2019	Actuals For 2019-20	Total
Agency Contributions							
Received from Agencies - 2015-16	379,561.50	347,487.50		727,049.00	727,049.00		727,049.00
Received from Agencies - 2016-17	1,138,659.60	1,175,000.00	106,958.25	2,420,617.85	2,420,617.85		2,420,617.85
Received from Agencies - 2017-18	1,055,176.00	1,160,500.00	114,507.52	2,330,183.52	2,330,183.52		2,330,183.52
Received from Agencies - 2018-19	2,872,300.00	4,072,700.00	1,057,400.00	8,002,400.00	8,002,400.00		8,002,400.00
Received from Agencies - 2019-20	1,942,600.00	3,342,100.00	554,500.00	5,839,200.00		5,839,200.00	5,839,200.00
Interest Income	22,832.41	22,832.40		45,664.81	45,664.81		45,664.81
					0.00		0.00
Total Agency Contributions	7,411,129.51	10,120,619.90	1,833,365.77	19,365,115.18	13,525,915.18	5,839,200.00	19,365,115.18
Expenditures							
Government Relations	(74,723.55)	(74,723.55)	0.00	(149,447.10)	(149,447.10)	0.00	(149,447.10)
Environmental Services (Phase I)	(250,664.65)	(250,664.65)	(32,520.11)	(533,849.41)	(533,849.41)	0.00	(533,849.41)
Project Management Services	(3,163,080.77)	(3,301,589.93)	(165,775.30)	(6,630,446.00)	(5,924,648.29)	(705,797.71)	(6,630,446.00)
Special Legal Expenses	(194,679.38)	(194,679.39)	(4,663.48)	(394,022.25)	(323,789.14)	(70,233.11)	(394,022.25)
Wet Well Design (West Yost)	(166,904.88)	(206,872.74)	(93,444.40)	(467,222.02)	(419,147.30)	(48,074.72)	(467,222.02)
Fees to Stan County-CEQA related to wet well	(1,136.63)	(1,136.62)	0.00	(2,273.25)	(2,273.25)		(2,273.25)
Permitting	(17,630.08)	(17,630.09)	0.00	(35,260.17)	(23,087.17)	(12,173.00)	(35,260.17)
Permitting - Water Rights Acquisition	(34,871.88)	(34,871.89)	0.00	(69,743.77)	(75,836.96)	6,093.19	(69,743.77)
Water Shed Survey	(18,769.71)	(18,769.70)	0.00	(37,539.41)	0.00	(37,539.41)	(37,539.41)
Wet Well Construction							
Construction Contract	(1,850,734.00)	(3,694,536.40)	(1,386,317.60)	(6,931,588.00)	(4,597,064.00)	(2,334,524.00)	(6,931,588.00)
Construction Management	(144,678.53)	(288,815.21)	(108,373.45)	(541,867.19)	(316,608.67)	(225,258.52)	(541,867.19)
Environmental (Phase II)	(103,524.75)	(155,193.07)	(47,798.97)	(306,516.79)	(203,803.47)	(102,713.32)	(306,516.79)
Contractor Financial Evaluation	(18,944.30)	(18,944.30)	(761.40)	(38,650.00)	(38,650.00)	0.00	(38,650.00)
TID - electrical service	(320.51)	(641.12)	0.00	(961.63)		(961.63)	(961.63)
Administrative Support							
Clerical Services	(17,934.86)	(17,934.86)	0.00	(35,869.72)	(29,631.78)	(6,237.94)	(35,869.72)
Accounting Services	(19,182.70)	(19,182.70)	0.00	(38,365.40)	(33,670.66)	(4,694.74)	(38,365.40)
Interim JPA attorney	(22,662.50)	(22,662.50)	0.00	(45,325.00)	(45,325.00)		(45,325.00)
Interim General Manager	(121,991.80)	(121,991.80)	0.00	(243,983.60)	(243,983.60)		(243,983.60)
General Manager	(167,883.37)	(167,883.35)	0.00	(335,766.72)	(220,445.69)	(115,321.03)	(335,766.72)
External Audit	(8,820.00)	(8,820.00)	0.00	(17,640.00)	(13,250.00)	(4,390.00)	(17,640.00)
Supplies and other Miscellaneous Expenses	(5,671.91)	(5,671.89)	0.00	(11,343.80)	(7,635.43)	(3,708.37)	(11,343.80)
Total Expenditures	(6,404,810.76)	(8,623,215.76)	(1,839,654.71)	(16,867,681.23)	(13,202,146.92)	(3,665,534.31)	(16,867,681.23)
Contributions over (under) Expenditures - project to date	1,006,318.75	1,497,404.14	(6,288.94)	2,497,433.95	323,768.26	2,173,665.69	2,497,433.95



1. **CALL TO ORDER:** Chair Vierra called the meeting to order at 4:02 p.m.
PRESENT: Chair Vierra, Vice Chair Bublak, Director Durossette, Director Esquer
ABSENT: None

2. **RECOGNITION, APPOINTMENTS, ANNOUNCEMENTS & PRESENTATIONS:** None

3. **A. SPECIAL BRIEFINGS:** None

B. STAFF UPDATES:

1. General Manager Robert Granberg provided an update on Major TAC and PM Team Work Focus Areas, including Phase 2 - the Design-Build Contract, TID Water Rights Petition and Bureau of Reclamation Protest Resolution, Wet Well Construction, Joint Watershed Sanitary Survey with MID, and funding sources/opportunities for the Project. Upcoming tasks and milestones include the restart of Design-Build Contract negotiations, SRF application packages, interim finance plans and the upcoming award of the Design-Build Contract.
2. Finance Director Marie Lorenzi provided an update on financial activity as of April 10, 2020. Revenue and expenses were reviewed.

C. PUBLIC PARTICIPATION: None

4. **DECLARATION OF CONFLICTS OF INTEREST AND DISQUALIFICATIONS:** None

5. CONSENT CALENDAR:

Action: Motion by Director Esquer, seconded by Director Durossette, approving the minutes for the Regular Meeting of February 20, 2020. Motion carried 4/0 by the following vote:

Director Esquer	Director Durossette	Vice Chair Bublak	Chair Vierra
Yes	Yes	Yes	Yes

6. **PUBLIC HEARINGS:** None

7. SCHEDULED MATTERS:

- A. Debra Lilly from Horizon Water and Environment, LLC, recommended that the Board approve Addendum No. 2 to the Final Environmental Impact Report (FEIR) for the Regional Surface Water Supply Project (SCH No. 2017022077).

Discussion:

Director Bublak inquired about the use of post-1914 water rights and pre-1914 water rights for the Project.

Chair Vierra opened public participation.

The following members of the public spoke:

Milt Trieweiler

Chair Vierra closed public participation.

Debra Lilly from Horizon Water and Environment, LLC, and General Manager Granberg responded to questions from the public.

Action: Resolution 2020-003 Motion by Director Durossette, seconded by Director Esquer, approving Addendum No. 2 to the Final Environmental Impact Report (FEIR) for the Regional Surface Water Supply Project (SCH No. 2017022077). Motion carried 4/0 by the following vote:

Director Esquer	Director Durossette	Vice Chair Bublak	Chair Vierra
Yes	Yes	Yes	Yes

- B. General Manager Bob Granberg recommended that the Board approve Amendment No. 1 to the 2015 Water Sales Agreement with Turlock Irrigation District in substantially the form as presented at this meeting and authorizing and directing the General Manager to finalize, approve, sign and implement the amendment.

Discussion:

Vice Chair Bublak requested delaying the amendment for further evaluation and adding language that only allows for either pre-1914 or post-1914 water rights to be pursued by TID.

Chair Vierra clarified the terms of the amendment with General Manager Granberg.

Director Esquer inquired about additional financial obligations of the amended agreement.

Chair Vierra opened public participation.

The following members of the public spoke:

Milt Trieweiler

Chair Vierra closed public participation.

General Manager Granberg responded to questions from the public.

Action: Motion by Chair Vierra, seconded by Director Durossette, approving Amendment No. 1 to the 2015 Water Sales Agreement with Turlock Irrigation District in substantially the form as presented at this meeting and authorizing and directing the General Manager to finalize, approve, sign and implement the amendment. Motion carried 3/1 by the following vote:

Director Esquer	Director Durossette	Vice Chair Bublak	Chair Vierra
Yes	Yes	No	Yes

- C. General Manager Bob Granberg recommended that the Board adopt a resolution authorizing acquisition of the water treatment plant site from Turlock Irrigation District.

Discussion:

None

Chair Vierra opened public participation.

The following members of the public spoke:

Milt Trieweiler

Chair Vierra closed public participation.

Action: Resolution 2020-004 Motion by Director Esquer, seconded by Director Durossette, adopting a resolution authorizing acquisition of the water treatment plant site from Turlock Irrigation District. Motion carried 3/1 by the following vote:

Director Esquer	Director Durossette	Vice Chair Bublak	Chair Vierra
Yes	Yes	No	Yes

- D. General Manager Bob Granberg recommended that the Board approve the TID/SRWA Lease Concerning District Delivery Facilities for Regional Surface Water Supply Project in substantially the form as presented at this meeting and authorizing and directing the General Manager to finalize, approve, sign and implement the lease.

Discussion:

None

Chair Vierra opened public participation. There being no public response, Chair Vierra closed public participation.

Action: Motion by Director Durossette, seconded by Director Esquer, approving the TID/SRWA Lease Concerning District Delivery Facilities for Regional Surface Water Supply Project in substantially the form as presented at this meeting and authorizing and directing the General Manager to finalize, approve, sign and implement the lease. Motion carried 3/1 by the following vote:

Director Esquer	Director Durossette	Vice Chair Bublak	Chair Vierra
Yes	Yes	Abstain	Yes

- 8. MATTERS TOO LATE FOR THE AGENDA: None
- 9. BOARD ITEMS FOR FUTURE CONSIDERATION: None
- 10. BOARD COMMENTS:

Director Esquer inquired about Project delays due to COVID-19 and requested updates as they become available.
- 11. NEXT MEETING DATE: May 21, 2020
- 12. CLOSED SESSION: None
- 13. ADJOURNMENT: Motion to adjourn at 5:05 p.m.

Respectfully submitted,

DRAFT

Allison Martin, Board Secretary



From: Robert Granberg, General Manager

Prepared by: Robert Granberg, General Manager

1. ACTION RECOMMENDED:

Motion: Approving final expenditures and accepting the completed Raw Water Pump Station, Phase 1 Project

Motion: Approving the Final Closeout Agreement and Release of Claims and authorizing and directing the General Manager to sign and implement the Agreement and Release

Motion: Authorize the General Manager to record a notice of completion

2. DISCUSSION OF ISSUE:

On March 1, 2018, the SRWA approved an agreement with C. Overaa & Co. for construction of the Raw Water Pump Station, Phase 1 Project in an amount of \$6,634,000. The project was deemed substantially complete on February 25, 2020, and final completion was reached on April 5, 2020. There were a total of seven (7) contract change orders that increased the contract amount by \$438,071.00 and extended the contract time by twenty-one (21) calendar days.

There are no known unresolved or outstanding claims against the SRWA. The project specifications require the SRWA and C. Overaa & Co. to sign a Final Closeout Agreement and Release of Claims (attached), which documents all contract changes and release of claims against the SRWA. Following Board approval of the Agreement and Release and acceptance of the completed work, staff will prepare and file a notice of completion with the Stanislaus County Recorder, beginning the 30-day lien release period. Provided there are no stop notice claims or liens filed against the project, the SRWA will release retention securities to C. Overaa & Co. after the expiration of 35 days.

3. FISCAL IMPACT / BUDGET AMENDMENT:

By approving this Agreement and Release, the SRWA will make final payment to C. Overaa & Co. in the amount of \$133,458.85 which, after all other previous contract payments, is 100% of the contract value of \$7,072,071. The total project cost is \$225,329 below the appropriated budget of \$7,297,400. All remaining appropriated funds will be returned to unappropriated fund balance.

4. **GENERAL MANAGER'S COMMENTS:**

Recommend approval.

5. **ENVIRONMENTAL DETERMINATION:**

N/A

6. **ALTERNATIVES:**

The Board could choose to not accept the completed project at this time.

SECTION 00680

FINAL CLOSEOUT AGREEMENT AND RELEASE OF CLAIMS

THIS FINAL CLOSEOUT AGREEMENT AND RELEASE OF CLAIMS, hereinafter referred to as "Agreement and Release", is made and effective this 21st day of May, 2020 by and between the Stanislaus Regional Water Authority, hereinafter referred to as "Owner"; and C. Overaa & Co. hereinafter referred to as "Contractor".

IT IS HEREBY ACKNOWLEDGED AND MUTUALLY AGREED BETWEEN THE OWNER AND CONTRACTOR AS FOLLOWS:

1. The Owner and Contractor entered into an Agreement (the "Principal Agreement") dated March 1, 2018, whereby Contractor was to construct Project described as SRWA Raw Water Pump Station, Phase 1. Pursuant to the terms of said Agreement, the Owner was to pay Contractor the lump sum of \$6,634,000 and to complete performance of said Agreement within a period of Original 700 Calendar Days, to wit: March, 15, 2020 subject only to modification as set forth in written change orders between the parties.
2. The Owner and Contractor hereby agree that the Project has been completed by Contractor and this Agreement and Release sets forth all relevant facts pertaining to the respective rights and obligations of the parties for the termination of the Principal Agreement.
3. The Owner and Contractor agree the final adjusted Contract price, time of performance and balance payment due to Contractor for said Stanislaus Regional Water Authority Raw Water Pump Station, Phase 1 Project is determined as follows:

Original Contract Amount	\$ 6,634,000.00	
Original Contract Completion Times as defined in Section 00800-1.1:		
Project Substantial Completion	Feb. 4, 2020	615 Calendar days
Project Final Completion	Mar. 15, 2020	700 Calendar days
Final Contract Amount as adjusted by Change Orders No. 1 through No. 7.	\$ 7,072,071.00	
Final Contract Completion Times as adjusted by Change Orders No. 1 through No. 7:		
Project Substantial Completion	Feb. 25, 2020	636 Calendar days
Project Final Completion	Apr. 5, 2020	721 Calendar days
Liquidated Damages (L.D.) assessed Contractor pursuant to Contract Agreement and Supplementary General Conditions as calculated below:		
Show L.D. calculations here if applicable.	\$ 0.00	
Total Payments made to Contractor to date	\$ 6,585,008.60	
Balance due on Contract (including retention withheld)	\$ 487,062.40	

4. That subject to the provisions of this Agreement and Release, Owner will forthwith pay to Contractor the sum of \$133,458 Dollars and 85 Cents (\$133,458.85) under the Contract, less any amounts withheld under the Contract or represented by any Notice to Withhold Funds on file with Owner as of the date of such payment. The retention amount held by the Owner will be released to Contractor at the expiration of the lien period plus five days (for a total of thirty-five (35) calendar days after recording a Notice of Completion by the Owner in the office of the County Recorder).

As a condition precedent to such payment being due, the Contractor shall provide the Owner with unconditional waivers and releases upon final payment from each Subcontractor and Supplier providing Work under the Contract (per Civil Code section 8138) and a conditional or unconditional waiver and release upon final payment on behalf of the Contractor (per Civil Code sections 8136 and 8138), in a sum not greater than the amount due so as to enable Owner to make the payment. The amounts withheld by Owner pursuant to stop notices will be released in accordance with agreement of the parties, orders of a court, posting of stop notice release bonds, in compliance with statutory legal procedures, or upon presentation of stop notice releases. Notwithstanding the aforementioned mutual releases, nothing contained this Agreement and Release shall waive or alter the rights, obligations, privileges and powers of the Owner or the duties, liabilities and obligations of the Contractor and its surety under this Contract and/or California law, including in respect to Contractor's Warranty nor with respect to other warranties made by Contractor; nor shall anything contained herein waive rights relating to claims by Owner pertaining to or arising from latent defects, indemnity, or negligent or intentional misrepresentations on the part of the Contractor. Contractor further represents that pursuant to the Contract, the Payment and Performance Bonds obtained for the Project shall remain in effect through the warranty period. Upon acceptance of the Project by the Owner, and execution of this Agreement and Release, the Owner agrees to immediately file and record a Notice of Completion with the County Recorder in order to begin the running of the statutory lien period.

5. The Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against Owner arising from the Contract, except for the claims described in paragraph 6 below. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against the Owner, and all if its agents, employees, consultants, inspectors, representatives, assignees and transferees, except for the Disputed Claims set forth in paragraph 6 below.
6. The following claims (if any) submitted under Section 00700, GENERAL CONDITIONS continue to be disputed (hereinafter, the "Disputed Claims") and are specifically excluded from the operation of this Agreement and Release:

Claim No.	Date Submitted	Brief Description of Claim	Amount of Claim

7. Consistent with California Public Contract Code Section 7100, Contractor hereby agrees that in consideration of the payment set forth in paragraph 3 above, Contractor hereby releases and forever discharges Owner, and all of its agents, employees, consultants, inspectors, assignees and transferees from any and all liability, claims, demands, actions or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract, except for the Disputed Claims (if any) set forth in paragraph 6 above.
8. That Contractor hereby waives the provisions of California Civil Code Section 1542, which provide as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her, must have materially affected his settlement with the debtor.
9. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable, and if any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal or other law, ruling, or regulation, then such provision, or part thereof shall remain in force and effect only to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall, be enforceable.
10. The Contractor represents and warrants that it is the true and lawful owner of all claims and other matters released pursuant to this Agreement and Release, and that it has full right, title and authority to enter into this Agreement. Each party represents and warrants that it has been represented by counsel of its own choosing in connection with this Agreement and Release.
11. All rights of Owner shall survive completion of the Work or termination of the Contract, and execution of this Agreement and Release.

The undersigned acknowledge and represent that they have read this Agreement and Release in full, and understand and voluntarily consent and agree to each and every provision contained herein. The undersigned further declare and represent that no promise, inducement or agreement, not herein expressed, has been made to the undersigned and that this Agreement and Release contains the entire agreement among the parties hereto and the terms of this Agreement and Release are contractual. The persons executing this Agreement and Release represents and warrants to the other party that the execution and performance of the terms of this Agreement and Release have been duly authorized by all requisite corporate, partnership, individual, or other entity requirements and that said persons have the rights, power and legal capacity and authority to execute and enter into this Agreement and Release.

IN WITNESS WHEREOF, Owner and Contractor have caused this Agreement and Release to be executed the day and year first above written.

Stanislaus Regional Water Authority
A Joint Powers Authority

By: _____

Name

Title

ATTEST:

By: _____

Name

Title

C. Overaa & Company
Contractor's Name

By [Signature]
(Authorized Signature)

Christopher Manning
Name

President
Title

Corporation
Type of Organization

ATTEST:

California
State of Incorporation

By [Signature]

Ellen Hoffman
Name

(SEAL)

CFO
Title

(If Corporation, must be attested by Corp Secretary)

END OF SECTION