



**WEST VALLEY WATER DISTRICT
855 W. BASE LINE ROAD, RIALTO, CA 92376
PH: (909) 875-1804
WWW.WVWD.ORG**

**FINANCE COMMITTEE MEETING
AGENDA**

Monday, February 10, 2025, 5:00 PM

NOTICE IS HEREBY GIVEN that West Valley Water District has called a meeting of the Engineering, Operations and Planning Committee to meet in the Administrative Conference Room, 855 W. Base Line Road, Rialto, CA 92376.

BOARD OF DIRECTORS

**Vice President Daniel Jenkins
Director Angela Garcia**

Members of the public may attend the meeting in person at 855 W. Base Line Road, Rialto, CA 92376, or you may join the meeting using Zoom by clicking this link: <https://us02web.zoom.us/j/8402937790>. Public comment may be submitted via Zoom, by telephone by calling the following number and access code: Dial: (888) 475-4499, Access Code: 840-293-7790, or via email to administration@wvwd.org.

If you require additional assistance, please contact administration@wvwd.org.

CALL TO ORDER

PUBLIC PARTICIPATION

Any person wishing to speak to the Board of Directors on matters listed or not listed on the agenda, within its jurisdiction, is asked to complete a Speaker Card and submit it to the Board Secretary, if you are attending in person. For anyone joining on Zoom, please wait for the Board President's instruction to indicate that you would like to speak. Each speaker is limited to three (3) minutes. Under the State of California Brown Act, the Board of Directors is prohibited from discussing or taking action on any item not listed on the posted agenda. Comments related to noticed Public Hearing(s) and Business Matters will be heard during the occurrence of the item.

Public communication is the time for anyone to address the Board on any agenda item or anything under the jurisdiction of the District. Also, please remember that no disruptions from the crowd will be tolerated. If someone disrupts the meeting, they will be removed.

DISCUSSION ITEMS

1. Updates to the Finance Committee
2. Approve Contract for Wrought Iron Fence and Gates at Well 30
3. Purchase Five (5) New 2025 Ford F-150 XL Trucks
4. Proposed Reclassifications
5. Fiscal Year 2024-25 Mid-Year Operating & Capital Budgets Review
6. Purchase Order Report - January 2025
7. Fund Transfer Report - January 2025
8. Monthly Cash Disbursements Report - January 2025
9. Monthly Revenue and Expenditures Report - January 2025
10. Treasurer's Report - January 2025

ADJOURN

Please Note:

Material related to an item on this Agenda submitted to the Committee after distribution of the agenda packet are available for public inspection in the District's office located at 855 W. Baseline, Rialto, during normal business hours. Also, such documents are available on the District's website at www.wvwd.org subject to staff's ability to post the documents before the meeting.

Pursuant to Government Code Section 54954.2(a), any request for a disability-related modification or accommodation, including auxiliary aids or services, in order to attend or participate in the above-agendized public meeting should be directed to the Board Secretary, Elvia Dominguez, at least 72 hours in advance of the meeting to ensure availability of the requested service or accommodation. Ms. Dominguez may be contacted by telephone at (909) 875-1804 ext. 703, or in writing at the West Valley Water District, P.O. Box 920, Rialto, CA 92377-0920.

DECLARATION OF POSTING:

I declare under penalty of perjury, that I am employed by the West Valley Water District and posted the foregoing Agenda at the District Offices on February 6, 2025.

Elvia Dominguez

Elvia Dominguez, Board Secretary

Date Posted: February 6, 2025



STAFF REPORT

DATE: February 10, 2025
TO: Finance Committee
FROM: William Fox, Chief Financial Officer
SUBJECT: Approve Contract for Wrought Iron Fence and Gates at Well 30

MEETING HISTORY:

N/A

BACKGROUND:

West Valley Water District ("District") Well 30 located at 2015 W. 9th St in San Bernardino has in recent times been broken into, vandalized, and burglarized. In the past, the perpetrators either cut or climbed over the existing chain link fence, sprayed graffiti and attempted breaking into the pump station building. District staff has repaired the existing chain link fence multiple times, repaired broken components and has had to perform site cleanup after each incident. One solution to this ongoing security issue is to install a wrought iron fence which would be much more difficult to cut or climb and would thereby serve as a deterrent to protect the District's assets.

District staff has identified a need to remove the existing chain link fence at Well 30 and install approximately 1,200 linear feet of 8 foot high wrought iron fence with arched top pickets and one (1) 8 foot high by 20 foot wide wrought iron double swing gate with arched top pickets and one (1) 8 foot high by 4 foot wide wrought iron pedestrian gate with arched top pickets to match.

DISCUSSION:

On January 10, 2025, a Request for Bid ("RFB") was issued and publicly advertised on PlanetBids to solicit bids from licensed, bonded, and insured fencing contractors. Seven (7) contractors attended a mandatory pre-bid meeting and job walk on January 16, 2025. On January 28, 2025, six (6) contractors - Golden West Fence, Westbrook Fence, Irvine Fence, EverFence, Gold Coast Fence and Red Hawk Services - submitted bids to provide the specified services. Attached as **Exhibit A** is the RFB for Wrought Iron Fence and Gates at Well 30 and **Exhibit B** an aerial view of the Well 30 site.

The six bids are as follows:

Contractor	Bid Amount
Golden West Fence	\$135,899.98

Westbrook Fence	\$151,980.00
Irvine Fence	\$156,000.00
EverFence	\$186,307.00
Gold Coast Fence	\$239,450.00
Red Hawk Services	\$249,144.33

Based on the information received, District staff examined the lowest bid submitted by Golden West Fence and determined it to be in conformance with the requirements of the project.

FISCAL IMPACT:

This item is included in the Fiscal Year 2024-2025 Capital Improvement (CIP) budget and will be funded from Project Number W25008 titled "Wrought Iron Security Fence at Well 30" with a budget of \$160,000.00.

REQUESTED ACTION:

Forward a recommendation to the Board of Directors to approve a contract with Golden West Fence in the amount of \$135,899.98 for installation of wrought iron fence and gates at Well 30.

Attachments

[Exhibit A - RFB for Wrought Iron Fence and Gates at Well 30.pdf](#)

[Exhibit B - Aerial View of Well 30 Site.pdf](#)

Exhibit A

WEST VALLEY WATER DISTRICT

SPECIFICATIONS

FOR

Wrought Iron Fence and Gates for Well 30

1/10/2025

**WEST VALLEY WATER DISTRICT
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WEST VALLEY WATER DISTRICT 00 11

16 – NOTICE INVITING BIDS

0.1 Submittal of Bids.

- A. West Valley Water District, a special water district organized and existing under the laws of the State of California (“WVWD”), will receive bids **by electronic submission only on Planet Bids** for the **Wrought Iron Fence and Gates for Well 30**, no later than **05:00 PM on January 28, 2025**. The electronic bid management system will not accept late bids. Bids shall remain valid for 60 Days after the bid opening date.
- B. Project Information is incorporated to this notice and attached.
- C. Drawings related to project are incorporated and attached.
- D. Sample Agreement is to be executed with all terms and conditions listed and is attached.

0.2 Pre-Bid Conference

- A. There will be a **Mandatory pre-bid meeting/job walk on Thursday, January 16, 2025 at 1 PM at the District Headquarters located at 855 W Base Line Rd. in Rialto. Well 30 is located approximately at 2015 W. 9th St, San Bernardino, CA 92411 and it’s nearest cross streets are Base Line Rd and University Parkway.**

0.3 Bid Opening.

- A. Bids will be available online through Planet Bids.
- B. Bids shall be valid for 60 Days after the bid opening date.

0.4 Bid Documents.

- A. Bids must be submitted on WVWD’s Bid Forms.
- B. Bidders may obtain a copy of the Contract Documents from Planet Bids. To the extent required by section 20103.7 of the Public Contract Code, upon request from a contractor plan room service, WVWD shall provide an electronic copy of the Contract Documents at no charge to the contractor plan room service.
- C. It is the responsibility of each prospective bidder to download and print all Bid Documents for review and to verify the completeness of Bid Documents before submitting a bid. Any Addenda will be posted on Planet Bids. It is the responsibility of each prospective bidder to check Planet Bids on a daily basis through the close of bids for any applicable addenda or updates. WVWD does not assume any liability or responsibility based on any defective or incomplete copying, excerpting, scanning, faxing, downloading or printing of the Bid Documents. Information on Planet Bids may change without notice to prospective bidders. The Contract Documents shall supersede any information posted or transmitted by Planet Bids. Please submit all questions and comments through Planet Bids.

0.5 Bid Security.

- A. Each Bid must be accompanied by cash, a certified or cashier’s check, or a Bid Bond

in favor of WVWD in an amount not less than ten percent (10%) of the Total Bid Price. The Bid Security must be submitted in hard copy directly to WVWD prior to the specified date and time for bid opening as set forth in the Instructions to and Information for Bidders.

0.6 Bonds.

- A. The successful bidder will be required to furnish WVWD with Payment and Performance Bonds equal to 100% of the Contract Price. Bonds shall be on the forms included in the Contract Documents; WVWD will not accept bonds on any other form.

0.7 Retention.

- A. WVWD will withhold retention in the amount of 5% of each progress payment.
- B. Pursuant to Public Contract Code section 22300, the successful bidder may substitute certain securities for funds withheld by WVWD to ensure his performance under the Contract.

0.8 Labor and Personnel.

- A. Pursuant to section 1770, et seq. of the California Labor Code, the Contractor and all Subcontractors shall pay not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations and comply with all applicable Labor Code provisions, which include, but are not limited to the employment of apprentices, the hours of labor and the debarment of contractors and subcontractors.
- B. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. If awarded a Contract, the Bidder and its subcontractors, of any tier, shall maintain active registration with the Department of Industrial Relations for the duration of the Project.
- C. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In bidding on this project, it shall be the Bidder's sole responsibility to evaluate and include the cost of complying with all labor compliance requirements under this contract and applicable law in its bid.

0.9 Licensing of Contractor.

- A. Unless otherwise provided in the Contract Documents, Contractor shall possess, at the time its Bid is submitted, at the time the Contract is awarded, and at all times when Work is performed, a valid license in accordance with the provisions of the Contractor's State License Law (Bus. & Prof. Code § 7000 et seq.) with the following license classification: **C-13 Fencing. - Contractor must also be D.I.R. Registered.**

0.10 Insurance for Acts of God

- A. The successful bidder shall provide Installation Floater/Builders Risk insurance including Acts of God for the total replacement cost of the Project, as described in Section 5 of the General Conditions.

0.11 Award of Contract.

- A. A Contract will be awarded to the responsible Bidder submitting the lowest responsive Bid. WVWD reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process.
- B. If alternate bid items are called for in the Contract Documents, the lowest bid will be determined on the basis of the base bid and all alternates.

END OF NOTICE INVITING BIDS

WEST VALLEY WATER DISTRICT

00 21 13 - INSTRUCTIONS TO AND INFORMATION FOR BIDDERS

1.1 Preparation and Submission of Bid.

- A. Bids shall be submitted electronically through the Planet Bids website. Unless otherwise specified herein, the Bid Forms shall be uploaded (.pdf file) as a single attachment and submitted through Planet Bids. No other method of submitting bids will be accepted. Bidders may not submit bids by fax, email, telephone, mail, or other means; any bids received through any means other than Planet Bids will be returned unopened.
- B. Bid shall be submitted on the Bid Forms provided with the Contract Documents and available on the Planet Bids website. Bid shall be properly executed, all blank spaces shall be filled in, and any interlineations, alterations, or erasures shall be formally explained and initialed by the Bidder. Failure to comply with this requirement may be cause for rejection of Bid.
- C. Partial or incomplete Bids will not be considered. Bids shall be in strict conformity with the Contract Documents and any addenda thereto.
- D. It is the responsibility solely of Bidder to see that its Bid is properly submitted to Planet Bids in proper form and prior to the stated closing time. THE ELECTRONIC BID MANAGEMENT SYSTEM WILL NOT ACCEPT LATE BIDS. WVWD will only consider bids that have transmitted successfully and have been issued a confirmation number with a time stamp from Planet Bids indicating that the Bid was submitted successfully. Transmission of bids by any other means will not be accepted. Bidders shall be solely responsible for informing themselves with respect to the proper utilization of the online bid management system, for ensuring the capability of their computer system to upload the required documents, and for the stability of their internet service. Failure of the Bidder to successfully submit an electronic Bid shall be at the Bidder's sole risk, and no relief will be given for late and/or improperly submitted Bids.
- E. Bidders experiencing any technical difficulties with the bid submission process may contact Planet Bids Support at 818-992-1771. If you continue to have difficulty, call WVWD Purchasing Department at 909-875-1804. Neither WVWD nor Planet Bids make any guarantee as to the timely availability of assistance or assurance that any given problem will be resolved by the bid submission date and/or time.
- F. Bid shall show the full legal name and business address and California license number of Bidder, including its street address if different from its mailing address, shall be signed with the usual signature of the person or persons authorized to bind Bidder, and shall be dated. Bid by a partnership or joint venture shall list the full names and addresses of all partners or joint venturers. The State of Incorporation shall be stated and the corporate seal shall be affixed to any Bid to which a corporation is a party as a Bidder. The name of each signatory shall be typed or otherwise clearly imprinted below each signature. When requested by WVWD, satisfactory evidence of the authority of any signatory on behalf of Bidder shall be furnished.
- G. The preparation of Bid shall be by and at the expense of Bidder.

- H. Bid shall be submitted in accordance with the directions set forth in the Notice Inviting Bids.
- I. Bids shall be firm for sixty (60) days from and after the stated closing time, or until a Contract is fully executed by WVWD and Bidder, whichever is earlier.

1.2 Qualification of Bidder.

- A. If so indicated in the Notice Inviting Bids, only bids from pre-qualified bidders will be accepted.
- B. Bidder shall submit with its Bid a Statement, substantially in the form set forth in the Bid Forms provided with the Contract Documents.
- C. WVWD expressly reserves the right to reject any or all Bids.

1.3 Contractor's Performance.

- A. Bidder must self-perform a minimum of thirty percent (30%) of the work on the Project.

1.4 Examination of Contract Documents and Explanation to Bidder.

- A. Any Bidder planning to submit a Bid is responsible for examining with care the complete Contract Documents and all addenda, and is also responsible for informing itself with respect to all conditions which might in any way affect the cost of performance of any Work. Failure to do so will be at the sole risk of Bidder, and no relief will be given for errors or omissions by Bidder.
- B. All questions relative to the Contract Documents shall be in writing and shall be submitted through Planet Bids by selecting the Q&A Tab. Questions sent directly to WVWD Staff will not be addressed and you will be directed to submit your questions online.
- C. Should Bidder find discrepancies in or omissions from the Contract Documents, or should the intent or meaning of the Contract Documents appear unclear or ambiguous to Bidder, Bidder shall at once, in writing, notify WVWD of such finding, by submission of a written request for an interpretation or correction to WVWD. Any such submission must be sent through Planet Bids by selecting the Q&A Tab. Questions sent directly to WVWD Staff will not be addressed and you will be directed to submit your questions online. Such a finding must be submitted no later than the time specified in Section 00 21 13 Item 1.19 B. Replies to such notices may be made in the form of addenda duly issued and posted to Planet Bids.
- D. Any interpretation of the Bid or Contract Documents will be made only by written addenda from WVWD duly issued and posted to Planet Bids. WVWD will not be responsible for any explanations or interpretations provided in any other manner. No person is authorized to make any oral interpretation of any provision in the Bid or Contract Documents to any bidder, and no Bidder should rely on any such oral interpretation.

1.5 Site Inspection and Conditions, Surface and Subsurface Exploration Data.

- A. In addition to examination of the Contract Documents, Bidder shall become fully informed regarding all existing and expected conditions and matters which could affect any work or performance of any work in any way, and especially the cost of performing any work. Arrangements may be made for visiting the Site by contacting WVWD's Representative.
- B. Any failure to fully investigate the Site or the foregoing conditions shall not relieve Bidder from responsibility for estimating the difficulty or cost of successfully performing any work. Neither WVWD nor any of its representatives or agents assume any responsibility for any understanding or representation not in the Contract Documents with respect to the Site, surface and subsurface conditions made by WVWD or any of its representatives or agents prior to the execution of a Contract pursuant to the Contract Documents.
- C. If available, limited data on surface and subsurface exploration may be reviewed without charge at WVWD's office, during normal business hours. Whether or not such data are available will be indicated in the Special Conditions.
- D. Such surface and subsurface exploration data are not intended as representations or warranties of actual conditions to be encountered, but are furnished for information only. It is expressly understood that a Bidder using any data furnished to it, or made available to it for inspection, shall make its own interpretation of any and all such data and WVWD will not be responsible for the accuracy or completeness of such data or interpretations.

1.6 WVWD's Modification of the Contract Documents (Addenda).

- A. WVWD reserves the right to revise the Bid and Contract Documents prior to the bid opening date. Revisions, if any, shall be made by written addenda. All addenda issued by WVWD shall be made part of the Contract Documents. Addenda will be issued by WVWD through Planet Bids. Bidders are responsible for ensuring that they have received any and all addenda. Planet Bids requires each Bidder to acknowledge receipt of all addenda by clicking "acknowledge" before submission of the bid. Addenda shall also be acknowledged on the Bid Forms.

1.7 Alternate Bids.

- A. If alternate bid items are called for in the Contract Documents, the lowest bid will be determined on the basis of the base bid and all add alternates unless otherwise specified in the Notice Inviting Bids. The time required for completion of the alternate bid items has been factored into the Contract Time and no additional time will be allowed for performing any of the alternate bid items. Regardless of whether the alternates bid items will be considered in determining the low bid, WVWD may elect to include one or more of the alternate bid items, or to otherwise remove certain work from the scope of Work. Accordingly, each Bidder must ensure that each bid item contains a proportionate share of profit, overhead and other costs or expenses which will be incurred by the Bidder.

1.8 Bidder's Modification and Withdrawal of Bid.

- A. Bidder may, without prejudice to itself, electronically modify or withdraw its Bid prior to the stated bid closing time. Following withdrawal of its Bid, Bidder may submit a new Bid, provided that such new Bid is received prior to the stated closing time.
- B. Any request to withdraw a bid after bid opening must be made in accordance with Public Contract Code section 5100 et seq. and must be submitted in writing within five (5) working days, excluding Saturdays, Sundays and State holidays, specifying in detail how the mistake was made.

1.9 Bid Forms.

A. Schedule of Pay Items.

- 1. The Schedule of Pay Items is available on Planet Bids through the "Line Items" tab. Bidders must insert and submit their bid prices directly through Planet Bids by selecting "Place eBid" under the Line Items tab. The Schedule of Pay Items will be incorporated into the Contract Documents.
- 2. Failure to submit the Schedule of Pay Items will render a bid nonresponsive.
- 3. Bidders must provide pricing for every bid item. The costs of any Work shown or required in the Plans and Specifications, but not specifically identified as a Pay Item are to be included in related Pay Items and no additional compensation shall be due Contractor by virtue of Contractor's compliance with the Plans and Specifications.
- 4. The estimated quantities for unit price items are for purposes of comparing bids only and WVWD makes no representation that the actual quantities of work performed will not vary from the estimates.

B. Bid Security/Bid Bond.

- 1. No Bid will be considered unless it is accompanied by a Bid Security of not less than ten percent (10%) of the Total for Comparison of Bids, as set forth in the Schedule of Pay Items. The Bid Security shall be in the form of (a) cash, (b) a cashier's check made payable to WVWD, (c) a certified check made payable to WVWD, or (d) a Bid Bond, in the form set forth in Section 00 41 43, Article 1.8 (with notary acknowledgement), executed by an admitted surety insurer, as defined in Code of Civil Procedure section 995.120, in favor of WVWD.

2. The Bid Security/Bid Bond must be submitted in hard copy directly to WVWD as follows:

West Valley Water District

Attn: Purchasing Department

855 W Base Line Rd

Rialto, CA 92376

The Bid Security must be received prior to the specified date and time for bid opening.

If Bidder elects to provide the required Bid Security in the form of a Bid Bond, the original hard copy Bid Bond must be submitted to WVWD at the address indicated above prior to the specified date and time for bid opening. WVWD must receive an original Bid Bond and therefore it should not be included in the Planet Bids upload.

3. Within a reasonable period of time after execution of a Contract pursuant to the Contract Documents, and in any event not later than sixty (60) days from the time the Contract is awarded, WVWD will return to each Bidder the Bid Security which accompanied its Bid, except such Bid Security as may have been forfeited in accordance with the provisions of the Contract Documents.

C. All Other Bid Forms.

1. The following Bid Forms shall be completed by the Bidder and uploaded to Planet Bids as a PDF file:

- a. **Bidder shall sign and submit the Bid Acknowledgment on the form provided in Section 00 41 43, Article 1.1.**
- b. **Bidder shall sign and submit a Noncollusion Declaration (with notary acknowledgement) on the form provided in Section 00 41 43, Article 1.3.**
- c. **Bidder shall sign and submit a Designation of Subcontractors on the form provided in Section 00 41 43, Article 1.4.**
- d. **Bidder shall sign and submit the Information of Bidders on the form provided in Section 00 41 43, Article 1.5.**
- e. **Bidder shall sign and submit the Iran Contracting Act Certification on the form provided in Section 00 41 43, Article 1.6.**
- f. **Bidder shall sign and submit the Public Works Contractor Registration Certification on the form provided in Section 00 41 43, Article 1.7.**

2. Failure to submit any of the forms listed above may render the Bid non-responsive.

1.10 Bonds; Certificates of Insurance and Endorsement Forms; Taxpayer Identification Number.

- A. Successful Bidder shall furnish to WVWD a Performance Bond and a Payment Bond on the forms provided in Section 00 61 13, Articles 1.1 and 1.2. The entire cost of these bonds shall be borne by successful Bidder.
- B. Successful Bidder shall furnish to WVWD Certificates of Insurance and Endorsement Forms satisfactory to WVWD attesting to the fact that the policies of insurance provided for in Article 5 of the General Conditions have been obtained.

- C. Successful Bidder shall furnish to WVWD the Taxpayer Identification Number on the form provided in Section 00 61 13, Article 1.5, certifying the facts contained therein.

1.11 Bid Opening and Award of Contract.

- A. Bids will be kept unopened until the time stated for opening of Bids. At such time, the contents of Bid will be made public. No responsibility shall attach to WVWD or any of its officers, employees or representatives for the premature opening of a Bid. All Bidders or their authorized representatives are invited to be present at Bid opening.
- B. The Contract will be awarded as a whole, as soon as practicable to lowest responsible Bidder submitting a responsive Bid, price and other factors considered, provided its Bid is reasonable and is in the best interest of WVWD to accept.
- C. WVWD expressly reserves the right to reject any or all Bids and to waive any minor irregularity in Bids received.
- D. Any Bid which, as determined by WVWD, is so unbalanced among the various items in the Schedule of Pay Items, as to be detrimental to the interest of WVWD may be rejected as non-responsive.
- E. Successful Bidder will be notified in writing by WVWD of the award of contract within sixty (60) days after opening of Bids. Accompanying the Notice of Award will be the Contract, which the successful Bidder will be required to execute properly and return to WVWD together with properly executed Performance Bond, Payment Bond, Certificates of Insurance and Endorsement Forms, and Taxpayer Identification Number within fifteen (15) Days after date of receipt of such Notice of Award. WVWD will promptly determine whether such Contract, Bonds and Certificates of Insurance and Endorsement Forms are as required by the Contract Documents, and upon such determination will forward a fully signed copy of the Contract and a Notice to Proceed to successful Bidder.
- F. The successful Bidder's failure to submit the required documents within the stated time may result in loss of the Contract and forfeiture of its bid security. If WVWD elects to accept bonds and insurance submitted late, the Contract Times will begin to run as of the date stated in the Notice to Proceed. However, the number of days beyond the original fifteen (15) Days it took to receive the properly executed contract and related items will be deducted from the Contract Times.

1.12 Licensing of Contractor.

- A. Contractor shall possess, at the time its Bid is submitted, at the time the Contract is awarded, and at all times when Work is performed, a valid license in accordance with the provisions of the Contractor's State License Law (Bus. & Prof. Code § 7000 et seq.) with the license classification specified in Section 00 11 16, Article 1.9.

1.13 Retention and Substitution of Security; Escrow Agreement.

- A. WVWD will make monthly progress payments based upon work performed in accordance with the Contract Documents. Unless otherwise specified in the Notice Inviting Bids, WVWD will retain five percent (5%) of each progress payment as

provided by the Contract Documents. Successful Bidder may substitute securities in place of any funds withheld by WVWD provided successful Bidder furnishes to WVWD the Escrow Agreement on the form provided in the Contract Documents, as provided for in Public Contract Code section 22300. The entire cost of this Escrow Account shall be borne by successful Bidder. The Escrow Agreement must be submitted to WVWD no later than fifteen (15) Days prior to submission of the Successful Bidder's first Application for Payment.

1.14 Prevailing Wages.

- A. WVWD has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract. These rates are on file and available at WVWD or may be obtained online at <http://www.dir.ca.gov/dlsr>. Bidders are advised that a copy of these rates must be posted by the successful Bidder at the job site(s).

1.15 Debarment of Contractors and Subcontractors.

- A. In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to section 1777.1 or section 1777.7 of the Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor shall be returned to WVWD. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor used on the Work.

1.16 Concerning Subcontractors, Suppliers, and Others.

A. Contractor shall self-perform at least thirty percent (30%) of the Work.

- B. Bidder's attention is directed to Public Contract Code section 4100 et seq. for requirements and provisions relative to Subcontractors.

- C. Pursuant to Public Contract Code section 4100 et seq., Bidder shall set forth in its Bid the name, contractor's license number, and the location of the place of business of each Subcontractor who will perform work or labor or render service to Bidder in or about the construction of the work or improvement, or a Subcontractor licensed by the State of California who, under subcontract to the Bidder, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and Contract Documents, in an amount in excess of one-half of 1 percent of the Bidder's total Bid, as well as the portion of the work which will be done by each Subcontractor. Bidder shall list only one Subcontractor for each portion as is defined by Bidder in its Bid. Bidder shall furnish information regarding its Subcontractors in substantially the form set forth in Section 00 41 43, Article 1.4. If no Subcontractors are to be used, other than within the limit set forth in this section, Bidder shall so state. The Designation of Subcontractors Form shall be uploaded to Planet Bids as an attachment.
- D. Each Subcontractor shall possess at all times when it is performing Work, a valid license in accordance with the provisions of the Contractor's State License Law (Bus. & Prof. Code § 7000 et seq.) for the appropriate classification necessary to perform all Work to be performed by that Subcontractor.
- E. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. Bidder shall furnish evidence of registration by listing each listed subcontractor's DIR registration number in the form set forth in Section 00 41 43, Article 1.4.

1.17 Utilities.

- A. Where underground main distribution conduits such as water, gas, sewer, electric power, telephone or cable television are shown, Bidder, for the purpose of preparing its Bid, shall assume that every property parcel will be served by a service connection for each type of utility. All Work associated with the protection, removal, and/or replacement of such service laterals shall be deemed included in Schedule A of the Schedule of Pay Items, and Bidder shall not be compensated for such Work under Schedule B of the Schedule of Pay Items.

1.18 Bid Requirements and Understanding.

- A. Bids are to be submitted for the entire Work. All Bid items must be filled out, and extensions carried out as appropriate. A blank space will be considered nonresponsive. If zero is intended then a "0" must be entered for both unit price and amount.
- B. Bidder further agrees to accept as full payment for the Work specified herein, the amounts contained in the Schedule of Pay Items, based on the lump sum and unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. Bidder agrees that the lump sum amounts and unit price amounts represent a true measure of the labor, material, and equipment required to perform the Work, including all allowances for overhead and profit. If so requested by WVWD, Bidder shall substantiate any price or prices with additional detailed price breakdown.

- C. Quantities for lump sum items are shown as “LS” under the unit column and shown as one (1), however all required Work for that item is inclusive. For example, a lump sum item for potholing may involve several potholes in order to perform the required Work, and the price of that lump sum item shall remain unchanged for the duration of this Contract.

1.19 Pre-Bid Conference.

- A. A pre-Bid conference, if any, will be held as set forth in Section 00 11 16, Article 1.2. WVWD’s Representative will transmit to all prospective Bidders of record such Addenda as WVWD’s Representative considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

B. Bidders must submit any questions or requests for clarification through Planet Bids no later than 5:00 PM on January 22, 2025.

1.20 Bid Protest Procedure.

- A. Any bid protest relating to the form or content of the Bid or Contract Documents must be submitted in writing to WVWD’s Representative at least ten (10) business days before the original date set for the bid opening. Any bidder who submits a bid without making a protest shall be deemed to have waived any objection to the form or content of the Bid or Contract Documents not previously stated in writing.

- B. Submitted bids will be timely made available for review upon written request of any bidder. Bidders may file a “protest” of a Bid with WVWD’s Representative.

- C. The protest must:

1. Be filed in writing within five (5) business days after the bid opening date;
2. Clearly identify the alleged irregularity or other basis for the protest;
3. Specify, in detail, the factual and legal grounds for the protest; and
4. Include all relevant, supporting documentation with the protest at time of filing.

- D. If the protest does not meet all of these requirements, WVWD may reject it without further review.

- E. If the protest is timely and complies with all of the above requirements, WVWD’s Representative, or other designated WVWD staff member, shall review the protest, any response from the challenged bidder, and all relevant information. WVWD will provide a written response to the protestor.

- F. The procedure and time limits set forth in this paragraph are mandatory and are the sole and exclusive remedy in the event of a bid protest. Failure to comply with these procedures shall constitute a failure to exhaust administrative remedies and a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

END OF INSTRUCTIONS TO AND INFORMATION FOR BIDDERS

WEST VALLEY WATER DISTRICT 00 41 43 - BID FORMS

1.1 Bid Acknowledgement.

FOR: _____

BIDDER: _____

- A. In response to the Notice Inviting Bids dated October 5, 2020 and in accordance with the accompanying Instructions to and Information for Bidders, the undersigned hereby proposes to WVWD to furnish all plant, labor, technical and professional services, supervision, materials and equipment, other than materials and equipment specified as furnished by WVWD, and to perform all operations necessary and required to construct the Project in accordance with the provisions of the Contract Documents and any addenda thereto, and at the prices stated opposite the respective items set forth in the Schedule of Pay Items which can be found on Planet Bids.
- B. This Bid constitutes a firm offer to WVWD which cannot be withdrawn for 60 days after the date set for opening of Bids, or until a Contract is executed by WVWD and a third party, whichever is earlier.
- C. The undersigned certifies that it has examined and is fully familiar with all of the provisions of the Contract Documents and any addenda thereto; that it has carefully checked all of the words and figures shown in its Schedule of Pay Items; that it has carefully reviewed the accuracy of all statements in this Bid and attachments hereto; and that it understands and agrees that WVWD will not be responsible for any errors or omissions on the part of the undersigned in preparing this Bid; and that it shall self-perform at least thirty percent (30%) of the Work.
- D. The undersigned has by careful examination of the Specification and any addenda thereto, and by examination of the actual Site conditions, satisfied itself as to the nature and location of all Work, the general and local conditions to be encountered in the performance of any Work, the requirements of the Contract and all other matters which can in any way affect the Work or the cost thereof.
- E. If awarded a Contract, the undersigned agrees to execute and deliver to WVWD within fifteen (15) days after date of receipt of Notice of Award, a signed Contract and the necessary Performance Bond, Payment Bond, Certificates of Insurance and Endorsements, and Tax Identification Number.
- F. The following forms from the Specification, which have been completed and executed by undersigned Bidder, are incorporated by this reference and made a part of this Bid:

SCHEDULE OF PAY ITEMS
NONCOLLUSION DECLARATION
DESIGNATION OF SUBCONTRACTORS
INFORMATION REQUIRED OF BIDDERS
IRAN CONTRACTING ACT CERTIFICATION

PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION
BID SECURITY

G. The undersigned is hereby representing that it is and will be properly licensed both at the time that it submits a Bid as well as at the time the Contract is awarded, if the Contract is awarded to the undersigned.

1. Individual Contractor. Undersigned certifies that it is now licensed in accordance with the provisions of the Contractor's License Law of the State of California.

License number _____

Expiration date _____

License classification _____

2. Joint Venture. Undersigned certifies that the individual members of the joint venture are now licensed in accordance with the provisions of the Contractor's License Law of the State of California.

Member No. 1

Name _____

License number _____

Expiration date _____

License classification _____

Member No. 2

Name _____

License number _____

Expiration date _____

License classification _____

(If there are more than two members of the joint venture, attach a page for the additional member(s) with the above information.)

H. The undersigned acknowledges that the representations made herein are made under penalty of perjury under the laws of the State of California.

BIDDER:

Bidder's Business Address:

(Company Name)

By_ (Signature)

(Type or print name)

(Title)

(Where signed) (City, State)

Dated: _____, 20_____
State of Incorporation: _____

(corporate seal)

Names and addresses of all partners or joint venturers:

Statement of the authority of signatory to bind Bidder:

1.2 Schedule of Pay Items.

IMPORTANT:

THE ELECTRONIC SCHEDULE OF PAY ITEMS MUST BE COMPLETED BY EACH BIDDER AND PROPERLY SUBMITTED ON PLANET BIDS.

FAILURE TO COMPLETE THE SCHEDULE OF PAY ITEMS WILL RESULT IN AN INCOMPLETE AND NON-RESPONSIVE BID.

THE ELECTRONIC SCHEDULE OF PAY ITEMS WILL BE INCORPORATED INTO THE CONTRACT DOCUMENTS.

A. Bid Items Identified on the Contract Drawings.

Pay Items in Schedule A of the Schedule of Pay Items are described in the Specifications and are identified on the Contract Drawings as to location.

In the case of unit price items, WVWD reserves the right to increase or decrease the quantities up to twenty-five percent (25%) using the bid unit price (unless otherwise stated in the Contract Documents) to accommodate conditions encountered on the Project. These adjustments are considered to be within the original Contract scope and as such will not be considered as a basis for a change in the bid unit price or Contract Times.

If the actual quantities of a Pay Item exceeds twenty-five percent (25%), WVWD and the Contractor will negotiate an equitable increase or decrease in the bid unit price in accordance with the Contract Documents.

B. Anticipated Scope Not Identified on the Contract Drawings.

Pay items in Schedule B of the Schedule of Pay Items are allowances for Work that will likely be encountered during the project, but at unknown locations.

Quantities are an estimate for the purposes of comparing Bids only. Payment of these pay items will be based on actual quantities furnished, installed, disposed, or constructed in accordance with the Contract Documents. Owner reserves the right to vary the quantities plus or minus one hundred percent (100%) to accommodate conditions encountered on the Project. These adjustments are considered to be within the original Contract scope regardless of where they occur, and as such will not be considered as a basis for a change in the Contract Times.

C. Additive or Deductive Bid Alternate Items.

Pay items in Schedule C of the Schedule of Pay Items, if any, are described in the Specifications and are identified on the Contract Drawings as to location.

These pay items may be added to, or deducted from, the original Contract scope at the sole discretion of WVWD. However, these alternates are considered to be within the original Contract scope and as such will not be considered as a basis for a change in the Contract Times.

1.3 Non-Collusion Declaration.

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].

Signed: _____

Print Name: _____

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)

- Partner(s) Limited
- General

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____ Title or Type of Document

_____ Number of Pages

_____ Date of Document

_____ Signer(s) Other Than Named Above

1.4 Designation of Subcontractors.

In compliance with the Subletting and Subcontracting Fair Practices Act of the Public Contract Code of the State of California, sections 4100 et seq., each bidder shall set forth below: (a) the name and the location of the place of business and (b) the portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's Total Bid Price. Notwithstanding the foregoing, if the work involves streets and highways, then the Contractor shall list each subcontractor who will perform work or labor or render service to Contractor in or about the work in an amount in excess of one-half of one percent (1/2%) of the Contractor's total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If no subcontractor is specified, for a portion of the work, or if more than one subcontractor is specified for the same portion of Work, then the Contractor shall be deemed to have agreed that it is fully qualified to perform that Work, and that it shall perform that portion itself.

Portion of Work	Subcontractor Name <u>AND</u> CSLB License Number	Location of Business	DIR Registration Number

Portion of Work	Subcontractor Name <u>AND</u> CSLB License Number	Location of Business	DIR Registration Number

Name of Bidder _____

Signature _____

Name and Title _____

Dated _____

1.5 Information of Bidders

A. Information About Bidder.

Failure to complete all information may render your bid non-responsive.
[***Indicate not applicable (“N/A”) where appropriate.***]

NOTE: Where Bidder is a joint venture, pages shall be duplicated and information provided for all parties to the joint venture.

- 1. Name of Bidder: _____
- 2. Type, if Entity: _____
- 3. Bidder Address: _____

Facsimile Number	Telephone Number	E-Mail
------------------	------------------	--------

- 4. How many years has Bidder’s organization been in business as a Contractor?

- 5. How many years has Bidder’s organization been in business under its present name? _____

- a. Under what other or former names has Bidder’s organization operated?:

- 6. If Bidder’s organization is a corporation, answer the following:

- a. Date of Incorporation: _____

- b. State of Incorporation: _____

- c. President’s Name: _____

- d. Vice-President’s Name(s): _____

- e. Secretary’s Name: _____

- f. Treasurer’s Name: _____

7. If an individual or a partnership, answer the following:

a. Date of Organization: _____

b. Name and address of all partners (state whether general or limited partnership):

8. If other than a corporation or partnership, describe organization and name principals:

9. List other states in which Bidder's organization is legally qualified to do business.

10. What type of work does the Bidder normally perform with its own forces?

11. Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:

12. Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:

13. List Trade References:

14. List Bank References (Bank and Branch Address):

15. Name of Bonding Company and Name and Address of Agent:

16. What is your CSLB# and which Licenses does your firm possess?

A. List of Current Projects.

[***Duplicate Page if needed for listing additional current projects.***]

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work	Contact Name & Phone

Project	Description of Bidder's Work	Completion Date	Cost of Bidder's Work	Contact Name & Phone

B. List of Completed Projects – Last Three Years.

[***Duplicate Page if needed for listing additional completed projects.***]

Please include only projects that are similar in size, scope and complexity to the Work to demonstrate Bidder's ability to perform the required Work.

Work Client	Description of Bidder's Work	Period of Performance	Cost of Bidder's Work	Contact Name & Phone

Work Client	Description of Bidder's Work	Period of Performance	Cost of Bidder's Work	Contact Name & Phone

C. Experience and Technical Qualifications Questionnaire.

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity. The Bidder may provide a current resume for each key personnel that is fully responsive to each question below.

1. List each person's job title, name and percent of time to be allocated to this project:

2. Summarize each person's specialized education:

3. List each person's years of construction experience relevant to the project:

4. Summarize such experience:

Bidder agrees that personnel named in this Bid will remain on this project in their designated capacities until completion of all relevant Work, unless replaced by personnel of equivalent experience and qualifications approved in advance by WVWD.

D. Additional Bidder's Statements.

If the Bidder feels that there is additional information which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

E. Verification and Execution.

These Bid Forms shall be executed only by a duly authorized official of the Bidder:

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Name of Bidder_____

Signature_____

Name and Title_____

Dated_____

1.2 Iran Contracting Act Certification.
(Public Contract Code Section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 et seq.) is true and correct:

A. The Contractor is not:

1. identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
2. a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

B. Agency has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, Agency will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

C. The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

Signed _____

Titled _____

Firm _____

Date _____

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

1.3 Public Works Contractor Registration Certification

If this bid is due on or after March 1, 2015, then pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for additional information.

No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a contractor with the Department of Industrial Relations.

Name of Bidder: _____

DIR Registration Number: _____

Bidder further acknowledges:

1. Bidder shall maintain a current DIR registration for the duration of the project.
2. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
3. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Signature: _____

Name and Title: _____

Dated: _____

1.4 Bid Bond.

KNOW ALL PERSONS BY THESE PRESENTS that, _____
_____ hereinafter called the Principal, and _____
_____, a corporation duly organized under the laws of the State of _____,
having its principal place of business at _____ in the State of
_____, and authorized to do business in the State of California, hereinafter
call the Surety, are held and firmly bound unto the West Valley Water District, hereinafter
called the Obligee, on order, in the sum of _____ Dollars
(\$_____) (being at least ten percent (10%) of the total amount of Principal's Bid
price) lawful money of the United States, for the payment of which we bind ourselves, our heirs,
executors, administrators, successors, and assigns, jointly and severally, firmly by these present.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Principal has submitted its Bid for the project entitled _____
_____ to the Obligee, the Bid, by reference thereto; being
hereby made a part hereof.

NOW, THEREFORE, if Principal's Bid is rejected or, in the alternate, if the Proposal is accepted
and the Principal signs and delivers a Contract and furnishes a Performance Bond and Payment
Bond, all in the form and within the time required by the Bid and the Contract Documents, then
this obligation shall become null and void, otherwise the same shall remain in full force and effect
and upon default of the Principal shall be forfeited to the Obligee, it being expressly understood
and agreed that the liability of the Surety for any and all default of the Principal shall be the amount
of this obligation as herein stated, as liquidated damages.

The Surety, for value received, hereby agrees that its obligations and its bond shall not be
impaired or affected by any extension of the time within which the Obligee may accept such
Proposal, and the Surety hereby waives notice of any such extension.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety
shall pay, in addition to the sum set forth above, all costs incurred by the Obligee in such suit,
including reasonable attorney's fees and expert witness fees, to be fixed by the court, in addition
to the penal sum of the Bond.

Signed this _____ day of _____, 20 _____ .

BY: _____
SURETY

BY: _____
PRINCIPAL

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

- Partner(s) Limited
- General

_____ Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

_____ Date of Document

Signer is representing:
 Name Of Person(s) Or Entity(ies)

_____ Signer(s) Other Than Named Above

Note: Signature of person executing for Surety must be notarized and evidence of corporate authority attached.

END OF BID FORMS

WEST VALLEY WATER DISTRICT 00 52 13

CONTRACT

- 1.1 Contract is attached as document named **“AGREEMENT”**

END OF CONTRACT

**00 61 13 - CONTRACT FORMS;
BOND FORMS; CERTIFICATES OF INSURANCE AND ENDORSEMENT FORMS;
TAXPAYER IDENTIFICATION NUMBER; ESCROW AGREEMENT**

1.1 Performance Bond.

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the West Valley Water District (hereinafter referred to as "WVWD") has awarded to _____, (hereinafter referred to as the "Contractor") an agreement for _____(hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by the Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of the Contract Documents.

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto WVWD in the sum of _____ DOLLARS, (\$_____), the sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless WVWD, its officers and agents, as stipulated in the Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Project, unless otherwise provided for in the Contract Documents, the guarantee obligation shall hold good for a period of one (1) year after the acceptance of the work by WVWD, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect WVWD from loss or damage resulting from or caused by defective materials or faulty workmanship the above obligation in penal sum thereof shall remain in full force and effect. However, anything in this paragraph to the contrary notwithstanding, the obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit WVWD's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by WVWD in enforcing such obligation.

Whenever Contractor shall be, and is declared by WVWD to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at WVWD's option:

1. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or
2. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and WVWD, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by WVWD under the Contract and any modification thereto, less any amount previously paid by WVWD to the Contractor and any other set offs pursuant to the Contract Documents.
3. Permit WVWD to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by WVWD under the Contract and any modification thereto, less any amount previously paid by WVWD to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that WVWD may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if WVWD, when declaring the Contractor in default, notifies Surety of WVWD's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of Contract. including but not limited to the provisions of Sections 2819 and 2845 of the California Civil Code.

[Remainder of Page Left Intentionally Blank.]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

CONTRACTOR/PRINCIPAL

Name

By _____

SURETY:

By: Attorney-In-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, \$ _____.
(The above must be filled in by corporate attorney.)

THE FOLLOWING INFORMATION IS MANDATORY

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____

(Telephone number of Surety and Agent or Representative for service of process in California) _____

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

- Partner(s) Limited
- General

Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

END OF PERFORMANCE BOND

1.2 Payment Bond (Labor and Materials).

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the West Valley Water District (hereinafter referred to as "WVWD") has awarded to _____, (hereinafter referred to as the "Contractor") _____ an agreement for _____ (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, Principal is required to furnish a bond in connection with the contract described above; providing that if Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto WVWD in the penal sum of _____ Dollars (\$ _____) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by WVWD in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any

scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between WVWD and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of Contract, including but not limited to, the provisions of Sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____ 20____ the name and

corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Corporate Seal of Principal,
if corporation)

Principal (Property Name of Contractor)

By _____
(Signature of Contractor)

(Seal of Surety)

Surety

By _____
Attorney in Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

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

- Partner(s) Limited
- General

Number of Pages

- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

END OF PAYMENT (LABOR AND MATERIALS) BOND

1.3 Certificates of Insurance and Endorsement Forms.

Contractor shall furnish to WVWD Certificates of Insurance and Endorsement Forms satisfactory to WVWD attesting to the fact that the policies of insurance provided for in Article 5 of the General Conditions have been obtained.

1.4 Taxpayer Identification Number.

Contractor must complete and submit the Internal Revenue Service Form W-9 on the following page.

1.5 Escrow Agreement.

Successful Bidder may substitute securities in place of any funds withheld by WVWD in accordance with Public Contract Code section 22300. The entire cost of this Escrow Account shall be borne by Successful Bidder. The Escrow Agreement in regard to Public Contract Code section 22300 is set forth on the following page and must be submitted to WVWD no later than fifteen (15) Days prior to submission of the Successful Bidder's first Application for Payment.

**ESCROW AGREEMENT FOR
SECURITY DEPOSITS IN LIEU OF RETENTION**

This Escrow Agreement is made and entered into by and between West Valley Water District, whose address is 855 W Base Line Rd, Rialto, California 92376, hereinafter called "WVWD," _____, whose address is _____, hereinafter called "Contractor," and _____, whose address is _____, hereinafter called "Escrow Agent."

For the consideration hereinafter set forth, WVWD, Contractor and Escrow Agent agree as follows:

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by WVWD pursuant to the Construction Contract entered into between WVWD and Contractor for _____ in the amount of \$_____ dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, WVWD shall make payments of the retention earnings directly to the Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify WVWD within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between WVWD and Contractor. Securities shall be held in the name of _____ and shall designate the Contractor as the beneficial owner.
2. WVWD shall make progress payments to the Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.
3. When WVWD makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until such time as the escrow created under this Contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when WVWD pays the Escrow Agent directly.
4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of WVWD. These expenses and payment terms shall be determined by WVWD, Contractor and Escrow Agent.

5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to WVWD.
6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from WVWD to the Escrow Agent that WVWD consents to the withdrawal of the amount sought to be withdrawn by Contractor.
7. WVWD shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days' written notice to the Escrow Agent from WVWD of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by WVWD.
8. Upon receipt of written notification from WVWD certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon the disbursement of all moneys and securities on deposit and payments of fees and charges.
9. Escrow Agent shall rely on the written notifications from WVWD and the Contractor pursuant to Sections (4) to (8), inclusive, of this agreement and WVWD and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.
10. The names of the persons who are authorized to give written notice or to receive written notice on behalf of WVWD and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of WVWD:

Title: General Manager
By: _____
Name: _____
Address: 855 W Base Line Rd
Rialto, CA 92376

On behalf of Contractor:

Title: _____
By: _____
Name: _____
Address: _____

On behalf of Escrow Holder:

Title: _____
By: _____
Name: _____
Address: _____

Escrow Account No. _____

At the time the Escrow Account is opened, WVWD and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above:

WEST VALLEY WATER DISTRICT

By: _____

By: _____

Name: _____

Name: _____

Title: General Manager

Title: _____

CONTRACTOR

By: _____

Name: _____

Title: _____

END OF ESCROW AGREEMENT

WEST VALLEY WATER DISTRICT 00 72 13

GENERAL CONDITIONS

ARTICLE 1 -DEFINITIONS AND TERMINOLOGY

1.1 Defined Terms.

A. Wherever used in the Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined below, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. Act of God -- Act of God is an earthquake of magnitude 3.5 or higher on the Richter scale or a tidal wave.
2. Addenda -- Written or graphic instruments issued prior to the submission of Bids which clarify, correct, or change the Contract Documents.
3. Additional Work -- New or unforeseen work will be classified as "Additional Work" when WVWD's Representative determines that it is not covered by the Contract.
4. Allowance -- A Bid Item contained in the Schedule of Pay Items contained in Section 00 41 43, for a specific element of the Work which may or may not be required for the completion of the Project. The Bid Item may include a predetermined cost for the specific element of the Work, or may require that Bidder estimate its cost, which WVWD may unilaterally direct the Contractor to perform, or elect not to have performed. The Contractor will not be compensated for any portion of any Allowance not used.
5. Applicable Laws -- The laws, statutes, ordinances, rules, codes, regulations, permits, and licenses of any kind, issued by local, state or federal governmental authorities or private authorities with jurisdiction (including utilities), to the extent they apply to the Work.
6. Application for Payment -- The form acceptable to WVWD's Representative which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
7. Bid -- The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices and other terms for the Work to be performed.
8. Bidder -- The individual or entity who submits a Bid directly to WVWD.
9. Bidding Documents -- The Bidding Requirements and the proposed Contract Documents (including all Addenda).

10. Change Order (“CO”) -- A document that authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Contract, in accordance with the Contract Documents and in the form contained in the Contract Documents.
11. Change Order Request (“COR”) -- A request made by the Contractor for an adjustment in the Contract Price and/or Contract Times as the result of a Contractor-claimed change to the Work. This term may also be referred to as a Change Order Proposal (“COP”), or Request for Change (“RFC”).
12. Claim -- A demand or assertion by WVWD or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
13. Conformed Specifications -- The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Conformed Specifications, which may be bound in one or more volumes, is contained in the table(s) of contents. The Conformed Specifications may include documents that are not part of the Contract Documents.
14. Contract -- The entire integrated written agreement between WVWD and Contractor concerning the Work. “Contract” may be used interchangeably with “Agreement” in the Contract Documents. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral, and includes all Contract Documents.
15. Contract Documents -- The documents listed in Section 00 52 13, Article 1.1.F. Some documents provided by WVWD to the Bidders and Contractor, including but not limited to reports and drawings of subsurface and physical conditions are not Contract Documents.
16. Contract Price -- Amount to be paid by WVWD to the Contractor as full compensation for the performance of the Contract and completion of the Work, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs.
17. Contract Times -- The number of days or the dates stated in the Contract Documents to: achieve defined Milestones, if any; and to complete the Work so that it is ready for final payment.
18. Contractor -- The individual or entity with which WVWD has contracted for performance of the Work.
19. Contractor’s Designated On-Site Representative -- The Contractor’s Designated On-Site Representative will be as identified in Section 00 72 13, Article 2.6.B and shall not be changed without prior written consent of WVWD.
20. WVWD’s Representative -- The individual or entity as identified in the Special Conditions to act as WVWD’s Representative.

21. Daily Rate -- The Daily Rate stipulated in the Contract Documents as full compensation to the Contractor due to WVWD's unreasonable delay to the Project that was not contemplated by the parties.
22. Day -- A calendar day of 24 hours measured from midnight to the next midnight.
23. Defective Work -- Work that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referenced in the Contract Documents.
24. Demobilization -- The complete dismantling and removal by the Contractor of all of the Contractor's temporary facilities, equipment, and personnel at the Site.
25. Drawings -- That part of the Contract Documents prepared by of the Engineer of Record which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.
26. Effective Date of the Contract -- The date indicated in the Contract on which it becomes effective, but if no such date is indicated, it means the date on which the Contract is signed and delivered by the last of the two parties to sign and deliver.
27. Engineer of Record -- The individual, partnership, corporation, joint venture, or other legal entity named as such in Section 00 73 13, Article 1.1. or any succeeding entity designated by WVWD.
28. Green Book -- The current edition of the Standard Specifications for Public Works Construction promulgated by the Joint Cooperative Committee of the Southern California Chapter American Public Works Association and the Southern California Districts of the Associated General Contractors of California.
29. Hazardous Environmental Condition -- The presence at the Site of Hazardous Waste.
30. Hazardous Waste -- The term "Hazardous Waste" shall have the meaning provided in Section 104 of the Solid Waste Disposal Act (42 U.S.C. § 6903) as amended from time to time or, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a class I, class II, or class III disposal site in accordance with provisions of existing law, whichever is more restrictive.
31. Holidays -- The Holidays occur on:
 - New Year's Day - January 1
 - Memorial Day - Last Monday in May
 - Independence Day - July 4
 - Labor Day - First Monday in September
 - Veteran's Day - November 11
 - Thanksgiving Day - Fourth Thursday in November
 - Friday after Thanksgiving
 - Christmas Day - December 25

If any Holiday listed above falls on a Saturday, Saturday and the preceding Friday are both Holidays. If the Holiday should fall on a Sunday, Sunday and the following Monday are both Holidays.

32. Interfacing Work -- Work which connects to, abuts, or meets with work of another contractor
33. Liens -- Charges, security interests, or encumbrances upon Project funds, or personal property, including without limitation Stop Payment Notices.
34. Milestone -- A principal event specified in the Contract Documents associated with a required completion date or time prior to Completion of all the Work. Failure to achieve Milestones may result in Liquidated Damages as described in the Contract Documents.
35. Notice of Award -- The written notice by WVWD to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, WVWD will sign and deliver the Contract.
36. Notice of Completion -- The form which may be executed by WVWD and recorded by the county where the Project is located constituting final acceptance of the Project.
37. Notice to Proceed -- A written notice given by WVWD to Contractor fixing the date on which the Contractor may proceed with the Work and when Contract Times will commence to run.
38. Partial Utilization -- Use by WVWD of a substantially completed part of the Work prior to Completion of all the Work.
39. Project -- The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.
40. Recyclable Waste Materials shall mean materials removed from the Site which are required to be diverted to a recycling center rather than an area landfill. Recyclable Waste Materials include asphalt, concrete, brick, concrete block, and rock.
41. Request for Information ("RFI") -- A written request made by the Contractor to WVWD when requesting information or clarification related to the Contract Documents or the Work.
42. Request for Proposal ("RFP") -- A request made by WVWD's Representative for a proposal from the Contractor for proposed changes in the Work.
43. Samples -- Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
44. Schedule of Pay Items -- The form set forth in Section 00 41 43, Article 1.2.

45. Schedule of Submittals -- A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to facilitate scheduled performance of related construction activities.
46. Shop Drawings -- All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
47. Site -- Lands or areas indicated in the Contract Documents as being furnished by WVWD upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by WVWD which are designated for the use of Contractor.
48. Specifications -- That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
49. Stop Payment Notice -- A written notice as defined in Civil Code section 8044.
50. Subcontractor -- An individual or entity other than a Contractor having a contract with any other entity than WVWD for performance of any portion of the Work at the Site.
51. Submittal -- Written and graphic information and physical samples prepared and supplied by the Contractor demonstrating various portions of the Work.
52. Successful Bidder -- The Bidder submitting a responsive Bid to whom WVWD makes an award.
53. Supplier -- A manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment used in the performance of the Work or to be incorporated in the Work.
54. Underground Facilities -- All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
55. Unit Price Work -- Work to be paid for on the basis of unit prices as provided by the Contractor in its bid or as adjusted in accordance with the Contract Documents.
56. Warranty -- A written guarantee provided to WVWD by the Contractor that the Work will remain free of defects and suitable for its intended use for the period required by the Contract Documents or the longest period permitted by the law of this State, whichever is longer.
57. Work -- The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary

to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

1.2 Terminology.

A. The words and terms below are not defined but, when used in the Contract Documents, have the indicated meaning.

B. Furnish, Install, Perform, Provide.

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
4. Regardless of whether "furnish," "install," "perform," or "provide" is used in connection with services, materials, or equipment, an obligation of Contractor is implied.

C. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 -PRELIMINARY MATTERS

2.1 Delivery of Contract Documents.

A. Within fifteen (15) Days after receipt of the Notice of Award and before WVWD will execute the Contract, the Contractor shall furnish and file with WVWD a signed Contract and the necessary Performance Bond, Payment Bond, Certificates of Insurance and Endorsements, and Tax Identification Number, as well as any other documents specified in the Contract Documents.

2.2 Bonds.

A. Contractor shall submit the bonds on the forms provided with the Contract Documents, duly executed by a responsible corporate surety admitted to transact surety business in the State of California, as defined in Code of Civil Procedure section 995.120, and listed in the United States Department of the Treasury circular entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," authorized to do business in the State of California and acceptable to WVWD conditioned upon the faithful performance by the

Contractor of all requirements of the Contract Documents. Each of the bonds shall be in a sum no less than one hundred percent (100%) of the Contract Price. Bonds shall be delivered to WVWD within fifteen (15) Days after receipt of the Notice of Award and before execution of the Contract by WVWD.

2.3 Evidence of Insurance.

- A. Contractor shall obtain, at its sole cost and expense, all insurance required by Article 5. Certificates of such insurance and copies of the insurance policies and endorsements shall be delivered to WVWD within fifteen (15) Days after receipt of the Notice of Award and before execution of the Contract by WVWD.

2.4 Execution of Contract.

- A. Upon receipt of the required Contract Documents, WVWD will execute the Contract, establishing the Effective Date of the Contract.

2.5 Contractor's Failure to Perform.

- A. Should Contractor fail to comply with timelines provided above, WVWD shall retain the right to enforce and collect on the Contractor's Bid Bond, rescind award to the Contractor and award the Contract to the next lowest responsive, responsible bidder as determined by WVWD. If WVWD elects to accept bonds and insurance submitted late, the Contract Times will begin to run as of the date stated in the Notice to Proceed. However, the number of days beyond the original fifteen (15) Days it took to receive the properly executed Contract and related items will be deducted from the Contract Times.

2.6 Commencement of Contract Times; Notice to Proceed.

- A. WVWD will not issue a Notice to Proceed until after the Effective Date of the Contract.
- B. Work shall commence within fifteen (15) Days of the date stated in WVWD's Notice to Proceed.
- C. The Contract Times begin to run on the Day the Contractor commences Work. If Contractor fails to commence Work as required herein, the Contract Times commence on the fifteenth (15th) Day after receipt of the Notice to Proceed.
- D. No Work shall be done at the Site prior to the issuance of the Notice to Proceed.

2.7 Copies of Documents.

- A. WVWD shall furnish to Contractor up to six (6) printed or hard copies of the Drawings and Conformed Specifications. Additional copies will be furnished upon request at the cost of reproduction.

2.8 Substitution Requests, Preliminary Schedules and Schedule of Submittals.

- A. Substitution Requests.

1. Within fifteen (15) Days after Notice of Award (unless otherwise specified in the Contract Documents), Contractor shall provide all Substitution Requests as further described in Section 00 72 13, Article 6.6.

B. Preliminary Schedules and Schedule of Submittals.

1. Within ten (10) Days after the Effective Date of the Contract (unless otherwise specified in the Contract Documents) Contractor shall submit to WVWD's Representative:
 - a. A preliminary Cost-Loaded CPM Progress Schedule indicating the times (numbers of Days or dates) for starting and completing each of the various stages of the Work, including any Milestones specified in the Contract Documents. Each activity shall be priced and include an appropriate amount of overhead and profit applicable to each item of Work, and represent a discreet element of Work to be performed by no more than one Contractor, Subcontractor or Supplier. Schedule constraints imposed by the Contract are found in the Special Conditions. If Contractor fails to incorporate these constraints into its schedule, Contractor will be solely liable for any delays or impacts resulting from this failure to comply; and
 - b. A preliminary Schedule of Submittals that conforms with the requirements of Section 00 72 13, Article 6.7.

2.9 Preconstruction Conference; Designation of Authorized Representatives.

Before any Work at the Site is started, a conference attended by WVWD, Contractor, WVWD's Representative, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to herein, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

At this conference WVWD and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.10 Initial Acceptance of Schedules.

- A. At least ten (10) Days before submission of the first Application for Payment a conference attended by Contractor, WVWD's Representative, and others as appropriate will be held to review for acceptability to WVWD's Representative the schedules submitted, as required by the Contract Documents. Contractor shall have an additional ten (10) Days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to WVWD's Representative.
- B. Acceptance of the schedules by WVWD's Representative will not impose on responsibility for accuracy, for sequencing, scheduling, or progress of the Work, or

compliance with the Contract Documents. Acceptance will not interfere with or relieve Contractor from Contractor's full responsibility therefor.

2.11 Subcontractor Mobilization Meeting.

Prior to the start of each major Subcontractor's Site Work, the Contractor, the involved Subcontractor, and WVWD's Representative shall attend a pre-start meeting to discuss the schedule, coordination, procedures, and other administrative issues.

ARTICLE 3 -CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.1 Intent.

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to WVWD.
- C. Clarifications and interpretations of the Contract Documents shall be issued by WVWD's Representative as provided in these General Conditions.
- D. If utilities to equipment/fixtures are not shown but are necessary to operate the equipment/fixtures, the utilities service installation is considered to be part of the Work. The implied Work will conform to the appropriate sections of the Contract Documents.
- E. Organization of the Contract Documents into divisions, sections, and articles, and arrangement of drawings shall not control the Contractor in dividing Work among subcontractors or in establishing the extent of Work to be performed by any trade.

3.2 Reference Standards.

A. Standards, Specifications, Codes, Laws, and Regulations.

- 1. Reference to Federal Specifications, Federal Standards, other standards, specifications, manuals, or codes of any technical society, organization, or association, or to Applicable Laws, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Applicable Laws in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
- 2. No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of WVWD, Contractor, or WVWD's Representative, or any of their subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to WVWD or WVWD's

Representative, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.3 Reporting and Resolving Discrepancies; Order of Precedence.

A. Reporting Discrepancies.

1. Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to WVWD's Representative any conflict, error, ambiguity, or discrepancy which Contractor discovers, should have discovered, or has actual knowledge of, and shall obtain a written interpretation or clarification from WVWD's Representative before proceeding with any Work affected thereby.
2. If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (i) any applicable Law or Regulation, (ii) any standard, specification, manual, or code, or (iii) any instruction of any Supplier, then Contractor shall promptly submit a written RFI to WVWD's Representative. Contractor shall not proceed with the Work affected thereby (except in an Emergency) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in the Contract Documents, and any Work performed by Contractor before receipt of an amendment or supplement shall be at Contractor's own risk.

B. Resolving Discrepancies; Order of Precedence.

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:
 - a. the provisions of any standard, specification, manual, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference in the Contract Documents); or
 - b. the provisions of any Applicable Laws (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Applicable Law).
2. In resolving conflicts among any of the Contract Documents, the order of precedence shall be as follows:
 - a. Permits from other agencies as may be required by law;
 - b. Change Orders or Pending Change Orders, most recent first
 - c. Contract;

- d. Addenda, most recent first;
 - e. Special Conditions;
 - f. Technical Conditions;
 - g. Drawings;
 - h. General Conditions;
 - i. Instructions to and Information for Bidders;
 - j. Invitation to Bid;
 - k. Contractor's Bid (Bid Forms);
3. With reference to the Drawings the order of precedence shall be as follows:
- a. Figures govern over scaled dimensions;
 - b. Detail drawings govern over general drawings;
 - c. Addenda/Change Order drawings govern over Drawings;
 - d. Drawings govern over standard drawings.
4. Notwithstanding the orders of precedence established above, in the event of conflicts, the higher standard, higher quality and most expensive shall always apply.

3.4 Amending and Supplementing Contract Documents.

- A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof only by a Change Order.
- B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized at no cost to WVWD, by one or more of the following ways:
 - 1. WVWD's Representative's review of a Submittal, Shop Drawing, Sample or Substitution Request without exception (subject to the provisions of the Contract Documents); or
 - 2. WVWD's Representative's issuance of a response to an RFI.

However, no review or RFI response will reduce or modify the Contractor's obligation to fully satisfy and comply with the requirements of the Contract Documents.

3.5 Reuse of Documents.

A. Contractor and any Subcontractor or Supplier shall not:

1. have or acquire any title to or Ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer of Record or its consultants, including electronic media editions; or
2. reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of WVWD and Engineer of Record and specific written verification or adaptation by Engineer of Record.

B. The prohibitions of this Article 3.5 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 -AVAILABILITY AND OWNERSHIP OF LANDS AND MATERIALS; SUBSURFACE AND PHYSICAL CONDITIONS; UNDERGROUND UTILITIES; TRENCHING; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.1 Availability of Lands.

- A. WVWD shall furnish the Site. WVWD shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. WVWD will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities.
- B. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment at no additional cost to WVWD.

4.2 Ownership of Site Materials Found.

- A. The title to water, soil, rock, gravel, sand, minerals, timber and any other materials developed or obtained in the excavation or other operations of Contractor or any of its Subcontractors in the performance of the Contract, and the right to use said items in carrying out the Contract, or to dispose of same, is hereby expressly reserved by WVWD. Neither Contractor nor any of its Subcontractors nor any of their representatives or employees shall have any right, title, or interest in said materials, nor shall they assert or make any claim thereto. Contractor will, as determined by WVWD's Representative, be permitted to use in the Work without charge, any such materials which meet the requirements of the Contract Documents, provided WVWD shall have the right to use or consume these materials without payment to a third party.

4.3 Subsurface and Physical Conditions.

- A. Reports and Drawings. The Special Conditions identify:

1. those reports known to WVWD of explorations and tests of subsurface conditions at or contiguous to the Site; and
 2. those drawings known to WVWD of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. Limited Reliance by Contractor on Technical Data Authorized. Contractor may rely upon the accuracy of the “technical data” contained in such reports and drawings, which were expressly not created or obtained to evaluate or assist in the evaluation of constructability, and are not Contract Documents. Contractor shall make its own interpretation of the “technical data” and shall be solely responsible for any such interpretations. Except for reliance on the accuracy of such “technical data,” Contractor may not rely upon or make any claim against WVWD, WVWD’s Representative, or Engineer of Record, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
1. the completeness of such reports and drawings for Contractor’s purposes, including without limitation any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions, conclusions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions, or information.
- C. Groundwater Elevation. It is Contractor’s responsibility to determine and allow for the elevation of groundwater at the date of Project construction. It is expressly acknowledged by Contractor that groundwater elevations fluctuate and that the elevations shown in borings may not reflect conditions at time of construction. A difference in elevation between groundwater shown in soil boring logs and groundwater actually encountered during construction will not be considered as a basis for Additional Work or Claim.
- D. Unauthorized Use of Technical Data. Contractor is prohibited from utilizing any information, including but not limited to “technical data” provided in conjunction with this Project. WVWD, WVWD’s Representative, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.4 Differing Subsurface or Physical Conditions.

- A. Notice. If Contractor believes that any subsurface or physical condition that is uncovered or revealed either:

1. is of such a nature as to establish that any “technical data” on which Contractor is entitled to rely as provided in Section 00 72 13, Article 4.3.B is materially inaccurate; or
2. is of such a nature as to require a change in the Contract Documents; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly, but in no case more than five (5) Days after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an Emergency), notify WVWD and WVWD’s Representative in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

4.5 Underground Facilities.

A. Shown or Indicated. The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to WVWD or WVWD’s Representative by the owners of such Underground Facilities, including WVWD, or by others. Unless it is otherwise expressly provided in the Special Conditions:

1. WVWD and WVWD’s Representative shall not be responsible for the accuracy or completeness of any such information or data provided by others; and
2. The cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
 - a. reviewing and checking all such information and data;
 - b. locating all Underground Facilities shown or indicated in the Contract Documents. Contractor shall determine the location and depth of all utilities, including service connections, which have been marked by the respective owners and which may affect or be affected by its operations. Full compensation for such Work shall be considered as included in Contractor’s Bid price;
 - c. coordination of the Work with the owners of such Underground Facilities, including WVWD, during construction; and
 - d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. Not Shown or Indicated.

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly, but in no case more than five (5) Days after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Section 00 72 13, Article 6.20), identify the owner of such Underground Facility and give written notice to that owner and to WVWD and WVWD's Representative. WVWD's Representative will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- C. Notice of Underground Excavation. As provided in Government Code section 4216.2, at least two (2) work days, but not more than 14 Days prior to commencing any excavation, if the excavation will be conducted in an area which is known, or reasonably should be known, to contain subsurface installations, Contractor shall contact the appropriate regional notification center and shall request all affected utility owners to mark or otherwise indicate the approximate locations of their subsurface installations.
1. After the utility survey is completed, the Contractor shall commence "potholing" or hand digging to determine the actual location of the pipe, duct, or conduit. WVWD shall be given written notice prior to commencing potholing operations. The Contractor shall uncover all piping and conduits, to a point one (1) foot below the pipe, where crossings, interferences, or connections are shown on the Drawings, prior to trenching or excavating for any pipe or structures, to determine actual elevations. New pipelines shall be laid to such grade as to clear all existing facilities, which are to remain in service for any period subsequent to the construction of the run of pipe involved.
 2. A "High Priority Subsurface Installation" is defined in section 4216 (e) as "high-pressure natural gas pipelines with normal operating pressures greater than 415kPA gauge (60psig) or greater than six inches nominal pipe diameter, petroleum pipelines, pressurized sewage pipelines, high-voltage electric supply lines, conductors, or cables that have a potential to ground of greater than or equal to 60kv, or hazardous materials pipelines that are potentially hazardous to workers or the public if damaged."
 3. The Contractor's attention is directed to the requirements of Government Code section 4216.2 (a)(2) which provides: "When the excavation is proposed within 10 feet of a High Priority Subsurface Installation, the operator of the high priority subsurface installation shall notify the excavator of the existence of the high priority subsurface installation prior to the legal excavation start date and time, as such date and time are authorized pursuant to paragraph (1) of subdivision (a) of section 4216.2. The excavator and the operator or its representative shall conduct an onsite meeting at a mutually-agreed-on time to determine actions or activities required to verify the location of the high priority subsurface installation prior to start time." The Contractor shall notify WVWD in advance of this meeting.

- D. Protection of Utilities. Contractor shall not interrupt the service function or disturb the support of any utility, without authority from WVWD or order from the utility owner. All valves, switches, vaults, and meters shall be maintained readily accessible for emergency shutoff. Where protection is required to ensure support of utilities shown in the Contract Documents, Contractor shall, unless otherwise provided, furnish and place the necessary protection at its expense.
- E. Notification Requirements If Utility Disturbed. Contractor shall immediately notify WVWD's Representative and the utility owner if any utility is disturbed or damaged. Contractor shall bear the costs of repair or replacement of any utility damaged by Contractor.
- F. Removal of Abandoned Utilities. Unless otherwise specified, Contractor shall remove all interfering portions of utilities shown in the Contract Documents or indicated in the Bidding Documents as "abandoned". Before starting removal operations, Contractor shall ascertain from the utility owner whether the abandonment is complete. The costs involved in the removal and disposal shall be included in the price for the item of Work necessitating such removals.
- G. Relocation of Utilities.
1. When the Contract Documents provide for Contractor to alter, relocate, or reconstruct a utility, all costs for such Work shall be included in the Contract Price.
 2. Temporary or permanent relocation or alteration of indicated utilities requested by Contractor for Contractor's convenience shall be Contractor's responsibility, and Contractor shall make all arrangements and bear all costs.
 3. After award of the Contract, portions of utilities not indicated in the Contract Documents which are found to interfere with the Work may be relocated, altered, or reconstructed by the utility owner, or WVWD's Representative may order changes in the Work to avoid interference. Such changes will be paid for in accordance with these General Conditions.
- H. Access to the Work. When necessary, Contractor shall so conduct its operations as to permit access to the Site and provide time for utility work to be accomplished during normal work hours during the progress of the Work.

4.6 Trenches or Other Excavations.

- A. If any portion of the Work involves digging trenches or other excavations that extend deeper than four feet below the surface:
1. Contractor shall promptly, and before the following conditions are disturbed, notify WVWD's Representative, in writing, of any:
 - a. provide WVWD's representative with a copy of any required permits;
 - b. material that Contractor believes may be material that is Hazardous Waste;

- c. subsurface or latent physical conditions at the Site differing from those indicated by information about the Site made available to bidders prior to the deadline for submitting bids; or
 - d. unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.
2. Upon such notification, WVWD's Representative shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve Hazardous Waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, shall issue a Change Order under the procedures described in this Contract.
 3. In the event that a dispute arises between WVWD and Contractor whether the conditions materially differ, or involve Hazardous Waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the Work, Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

4.7 Hazardous Environmental Conditions at Site.

- A. Reports and Drawings. The Special Conditions identify those reports and drawings known to WVWD relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. Limited Reliance by Contractor on Technical Data Authorized. Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Special Conditions. Contractor shall make its own interpretation of the "technical data" and shall be solely responsible for any such interpretations. Except for reliance on the accuracy of such "technical data," Contractor may not rely upon or make any claim against WVWD or WVWD's Representative, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
 1. the completeness of such reports and drawings for Contractor's purposes, including without limitation any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
 2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

- C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.
- D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an Emergency); and (iii) notify WVWD and WVWD's Representative (and promptly thereafter confirm such notice in writing). WVWD shall promptly consult with WVWD's Representative concerning the necessity for WVWD to retain a qualified expert to evaluate such condition or take corrective action, if any.
- E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after WVWD has obtained any required permits related thereto and delivered written notice to Contractor: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely.
- F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then WVWD may order the portion of the Work that is in the area affected by such condition to be deleted from the Work in accordance with the Contract Documents. WVWD may have such deleted portion of the Work performed by WVWD's own forces or others.
- G. To the fullest extent permitted by Applicable Laws, Contractor shall indemnify, defend, and hold harmless WVWD and WVWD's Representative, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created, in whole or in part, by Contractor or by anyone for whom Contractor is responsible. Nothing in this Section shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

4.8 Protection and Restoration of Existing Improvements and Reference Points.

- A. In the event that any historical stamps/impressions or survey monuments are located on existing sidewalks or curbs, which may be affected by the Work or construction activities, the disposition or reestablishment of those stamps/impressions shall be determined by WVWD.
- B. WVWD shall provide engineering surveys to establish reference points for construction which in WVWD's Representative's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and

shall make no changes or relocations without the prior written approval of WVWD. Contractor shall report to WVWD's Representative whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

ARTICLE 5 - BONDS AND INSURANCE

5.1 Time for Compliance. Contractor shall not commence Work under this Agreement until it has provided evidence to WVWD that it has secured all insurance required under this Section. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein. Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence to WVWD that the subcontractor has secured all insurance required under this Section.

5.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise out of or result from the performance of the Work and Contractor's other obligations under the Contract Documents whether by Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement and verify the subcontractors' compliance. Contractor's and subcontractors' insurance shall meet at least the following minimum levels of coverage:

A. Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) General Liability: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) Automobile Liability: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto) or if Contractor has no owned autos, non-owned, leased or hired autos Code 8 (hired) and Code 9 (non-owned); (3) Workers' Compensation and Employer's Liability: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance; and (4) Installation Floater/Builder's Risk: "All Risk All Perils" form. The policies shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability or (2) cross liability for claims or suits by one insured against another. In addition, Contractor shall, if required in the Special Provisions, have and maintain the following insurance: Professional Liability/Errors and Omissions, and Pollution Liability, as described below.

B. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. For Commercial General Liability, Contractor shall have limits of at least the amount that corresponds to the Contract Price in the following table:

<u>Contract Price</u>	<u>Amount of Liability Insurance</u> (per occurrence)
\$ 0 - \$ 2 million	\$ 2 million
\$ 2 million - \$ 5 million	\$ 3 million
\$ 5 million - \$ 10 million	\$ 5 million

\$10 million	-	\$ 20 million	\$10 million
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If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 25 03, either the general aggregate limit shall apply separately to the Project or the general aggregate limit shall be twice the required occurrence limit. Should any of the Work involve aircraft (fixed wing or helicopter) owned or operated by Contractor, liability insurance with limits of not less than \$5,000,000 per occurrence for bodily injury and property damage is required. Should any of the Work involve watercraft owned or operated by Contractor, liability insurance with limits of not less than \$5,000,000 per occurrence for bodily injury and property damage is required.

2. Automobile Liability: \$1 million per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability:
 - a. Workers' Compensation: statutory limits.
 - b. Employer's Liability limits of \$1 million per accident for bodily injury or disease.
 - c. Should any of the Work be upon or contiguous to navigable bodies of water, Contractor shall carry insurance covering its employees for benefits available under the Federal Longshoremen's and Harbor Worker's Act to the extent required by law;
4. Excess/Umbrella Liability Policy may be provided to insure the total limits required for Commercial General Liability and Automobile Liability and must apply to all primary coverage afforded, including but not limited to general liability, owned and non-owned automobiles, leased and hired cars.
5. Notwithstanding the minimum limits set forth above, any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds.
- C. Notices: Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with WVWD. If such coverage is cancelled or materially reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with WVWD evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, WVWD has the right but not the duty to obtain the insurance it deems necessary and any premium paid by WVWD will be promptly reimbursed by Contractor or WVWD may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, WVWD may suspend or terminate this Agreement.

5.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by WVWD to add the following provisions to the insurance policies:

- A. General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37 (including completed operations), or endorsements providing the exact same coverage, WVWD, its directors, officials, officers, employees, agents, and volunteers and any other additional insureds named in the Special Provisions shall be covered as additional insureds with respect to the Work or ongoing and completed operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects WVWD, its directors, officials, officers, employees, agents, and volunteers and any other additional insureds named in the Special Provisions, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of WVWD, before WVWD's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by WVWD, its directors, officials, officers, employees, agents, and volunteers and any other additional insureds named in the Special Provisions shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in anyway.

- B. Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) WVWD, its directors, officials, officers, employees, agents, and volunteers and any other additional insureds named in the Special Provisions shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects WVWD, its directors, officials, officers, employees, agents, and volunteers and any other additional insureds named in the Special Provisions, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by WVWD, its directors, officials, officers, employees, agents, and volunteers and any other additional insureds named in the Special Provisions shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way.

- C. Workers' Compensation and Employer's Liability Coverage. The insurer shall agree, using WC 00 03 13 or the exact equivalent, to waive all rights of subrogation against WVWD, its directors, officials, officers, employees, agents, and volunteers and any other additional insureds named in the Special Provisions for losses paid under the terms of the insurance policy.

- D. All Coverages. Each insurance policy required by this Agreement shall be endorsed to include the following provisions:
 - 1. Coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by mail has been given to WVWD and all additional insureds.

2. Any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to WVWD and any other additional insureds.
3. Standard separation of insureds provisions.
4. No special limitations on the scope of protection afforded to WVWD, its directors, officials, officers, employees, agents, and volunteers and any other additional insureds named in the Special Provisions.
5. Waiver of any right of subrogation of the insurer against WVWD, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others providing insurance in compliance with these specifications to waive their right of recovery prior to a loss. By signing this agreement, Contractor hereby waives its own right of recovery against WVWD or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

5.4 Installation Floater Insurance shall be for the total value of project. The policy shall be written on an "All Risk, All Perils" form, to include coverage for earthquake, flood, and Acts of God (as defined in public Contract Code Section 7105), insuring for physical loss or damage to the Work, false work, completed work, work in progress, material, supplies, and equipment of the Work Site, but also to property at off-site storage locations and in transit, without regard to the location of the covered property. The policy shall be issued on a replacement cost basis, and shall insure against at least the following perils or causes of loss: fire, lightning, weather damage, explosion, extended replacement cost coverage, theft, vandalism, malicious mischief, collapse, debris removal, aircraft, demolition occasioned by enforcement of Applicable Laws, water damage from any source), snow, sleet, hail, wind, acts of terrorism, and such other perils not specifically listed. The policy shall include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects), allow for Partial Utilization of the Work by WVWD, and include testing and startup.

If the replacement cost increases during the course of construction, additional insurance limits must be purchased by Contractor.

Should any of the Work involve construction or remodeling of, or addition to, a building or buildings, then Builder's Risk/Course of Construction Coverage shall be added to the Installation Floater Insurance. The Builder's Risk/Course of Construction coverage shall also include the perils of flood and earthquake.

Installation Floater Insurance deductible amounts may be selected by Contractor, but shall not exceed the maximum allowable deductible for the Contract Price of the Project in the table set forth below. The maximum allowable deductibles for the perils of earthquake and flood shall not be greater than five percent of the value at risk at the time of loss.

Contract Price	All Risk Perils Maximum Deductible
\$ 0 - \$ 2,000,000	\$ 10,000
\$ 2,000,001 - \$ 5,000,000	\$ 20,000
\$ 5,000,001 - \$ 10,000,000	\$ 50,000

\$ 10,000,001 - \$ 50,000,000	\$ 100,000
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Installation Floater Insurance policy shall name WVWD, Contractor and Subcontractors as insureds, with deductible amounts, if any, for the sole account of and payable by Contractor. Loss under Installation Floater Insurance shall be adjusted with and payable to WVWD for the interest of all parties.

The amount of Installation Floater Insurance shall be sufficient to protect against such loss or damage in full until all Work is accepted by WVWD. The premium for Installation Floater Insurance will be paid at the lump sum price set forth in Schedule A of the Schedule of Pay Items.

5.5 Professional Liability. Professional Liability/Errors and Omissions Insurance, in the amounts set forth in the Special Provisions, if the Work includes engineering or architectural design work beyond that covered by Contractor's General Liability policy.

5.6 Pollution Liability insurance is required should any of the Work involve pollutants. Liability coverage shall include coverage for the environmental risk associated with the project and expenses related to such, including bodily injury, property damage, on and off site clean-up, transporting, carrying, or storing pollutants, coverage for non-owned disposal site in an amount not less than that set forth in the Special Provisions.

Pollutants include, but are not limited to, asbestos, mold, microbial matter, solid, liquid, gaseous or thermal irritants or contaminants, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, and waste. Waste includes materials to be recycled, reconditioned, or reclaimed.

5.7 Receipt and Application of Insurance Proceeds.

Any insured loss under the policies of insurance required by Section 00 72 13, Article 5.4 will be adjusted with WVWD and made payable to WVWD as fiduciary for the loss payees, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Section 00 72 13, Article 5.4. WVWD shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

WVWD as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing to WVWD's exercise of this power within fifteen (15) Days after the occurrence of loss. If such objection be made, WVWD as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, WVWD as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, WVWD as fiduciary shall give bond for the proper performance of such duties.

5.8 Partial Utilization, Acknowledgment of Property Insurer.

If WVWD finds it necessary to occupy or use a portion or portions of the Work prior to Completion of all the Work, no such use or occupancy shall commence before the insurers

providing the property insurance have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

- 5.9 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by WVWD. Contractor shall guarantee that, at the option of WVWD, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects WVWD, its directors, officials, officers, employees, agents, and volunteers and any other additional insureds named in the Special Provisions; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims, and administrative and defense expenses.
- 5.10 Claims Made Policies. Claims made policies are not acceptable other than for Professional Liability. In addition to the requirements above, for any claims made policy:
- A. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - B. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after WVWD's acceptance of the Work.
 - C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years WVWD's acceptance of the Work.
- 5.11 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the Work until Contractor has verified that all subcontractors maintain insurance meeting all requirements under this Section and provided evidence to WVWD of such insurance. For Commercial General Liability coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13. If requested by Contractor, WVWD may approve different scopes or minimum limits of insurance for particular subcontractors. Contractor shall confirm that WVWD and entities identified in the Special Provisions shall be named as additional insureds on all subcontractors' policies of Commercial General Liability Insurance and Commercial Automobile Insurance.
- 5.12 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to WVWD.
- 5.13 Verification of Coverage. Contractor shall furnish WVWD with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to WVWD. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements must be received and approved by WVWD before work commences. WVWD reserves the right to require complete, certified copies of all required insurance policies, at any time.

- 5.14 Reservation of Rights. WVWD reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ARTICLE 6 -CONTRACTOR'S RESPONSIBILITIES

6.1 Supervision and Superintendence.

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to WVWD and WVWD's Representative except under extraordinary circumstances. Superintendent must be able to proficiently speak, read and write in English.

6.2 Labor; Working Hours.

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, which are defined as hours between 7:00 a.m. and 3:30 p.m. any day Monday through Friday of any week except on Holidays and/or during Schedule Constraints defined in the Contract Documents. Contractor will not permit the performance of Work on a Saturday, Sunday, any Holiday or during identified Schedule Constraints without WVWD's written consent given after prior written notice to WVWD's Representative. Contractor shall be responsible for, and shall reimburse WVWD for, all inspection costs outside regular working hours, including overtime.
- C. The Contractor will provide all labor needed to complete the Work within the Contract Times.

6.3 Progress Meetings.

- A. The Contractor shall schedule and hold regular on-Site progress meetings at least weekly and at other times as requested by Engineer or as required by progress of the Work. The Contractor, WVWD's Representative, and all Subcontractors active on the Site shall attend each meeting. Contractor may at its discretion request attendance by representatives of its Suppliers, manufacturers, and other Subcontractors.
- B. WVWD's Representative will preside at the progress meetings and will arrange for keeping and distributing the minutes. The purpose of the meetings is to review the progress of the Work, maintain coordination of efforts, discuss changes in

scheduling, and resolve other problems which may develop. During each meeting, the Contractor shall present any issues which may impact its progress with a view to resolve these issues expeditiously.

6.4 Cost-Loaded CPM Progress Schedule and Recovery Schedule.

- A. Contractor shall adhere to the Cost-Loaded CPM Progress Schedule established in accordance with the Contract Documents as it may be adjusted from time to time as provided below.
1. Contractor shall submit to WVWD's Representative for acceptance proposed adjustments in the Cost-Loaded CPM Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.
 2. Proposed adjustments in the Cost-Loaded CPM Progress Schedule that will change the Contract Times or Milestones shall be submitted in accordance with the requirements of the Contract Documents. Adjustments in Contract Times or Milestones may only be made by a Change Order.
 3. Should any of the following conditions exist, WVWD may require Contractor to prepare, at no extra cost to WVWD, a plan of action and a Recovery Schedule for completing the Work and achieving all contractual milestones within the allotted Contract Time:
 - a. The Contractor's monthly progress report indicates delays that are, in the opinion of WVWD, of sufficient magnitude that WVWD questions the Contractor's ability to complete the Work;
 - b. The CPM schedule shows the Contractor to be thirty (30) or more days behind the critical path at any time during construction;
 - c. The Contractor desires to make changes in the logic or the planned duration of future activities of the CPM schedule which, in the opinion of WVWD, are major in nature.
 - d. The recovery schedule shall include proposed revisions to the Construction Schedule, demonstrating how Contractor intends to achieve all contractual milestones including contract completion within the allotted Contract Time. The submittal shall include a narrative describing the actions planned by the Contractor to recover the schedule.
 - e. Contractor shall submit the Recovery Schedule within seven (7) Days of WVWD's request.
 - (i) If Contractor asserts that WVWD is responsible for the delay, failure to submit the Recovery Schedule within seven (7) Days of WVWD's request, will be considered a concurrent delay event attributable to Contractor, and Contractor shall only be entitled to non-compensable adjustments to Contract Times.

- (ii) If Contractor is responsible for the delay, this provision will not limit or affect Contractor's liability and failure to submit the Recovery Schedule with seven (7) Days of WVWD's request may result in WVWD withholding progress payments or other amounts due under the Contract Documents.
 - f. Contractor is responsible for all costs associated with the preparation and execution of the Recovery Schedule, including any necessary recovery actions, which may include, but are not limited to, assignment of additional labor, and/or equipment, shift or overtime work, expediting of submittals or deliveries, overlapping of activities or sequencing changes to increase activity concurrence.
 - g. Regardless of whether WVWD directs Contractor to prepare a Recovery Schedule pursuant to this Section, Contractor shall promptly undertake appropriate action at no additional cost to WVWD to recover the schedule whenever the current Construction Schedule shows that the Contractor will not achieve a milestone and/or complete the Work within the allotted Contract Time. Services, Materials, and Equipment.
- B. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work within the Contract Times.

6.5 Materials.

- A. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All materials furnished by the Contractor shall be of the most

suitable grade for the purpose intended considering strength, ductility, durability, and best industry practice.

- B. All special warranties and guarantees required by the Contract Documents shall expressly run to the benefit of WVWD. If required by WVWD's Representative, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.
- D. Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of the Work and shall be stored properly and protected as required by the Contract Documents. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or Work until WVWD has accepted the Work.
- E. No materials, supplies, or equipment for Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the work and agrees upon completion to deliver the Work to WVWD free from any claims, liens, or encumbrances.
- F. Materials shall be stored on the Site in such manner so as not to interfere with any operations of WVWD or any independent contractor.

6.6 Substitution of Equipment, Materials or Construction Methodology.

- A. Pursuant to Public Contract Code section 3400(b) WVWD may make a finding that is referenced in the invitation for bids that designates certain products, things, or services by specific brand or trade name.

- B. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to WVWD's Representative for review within fifteen (15) Days after Notice of Award.
- C. If in WVWD's Representative's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by WVWD's Representative as an "or-equal" item, in which case review and acceptance of the proposed item may, in WVWD's Representative's sole discretion, be utilized and incorporated into the Work. A proposed item of material or equipment will be considered functionally equal to an item so named if:
1. in WVWD's Representative's sole discretion:
 - a. it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - b. it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole; and
 - c. it has a proven record of performance and availability of responsive service; and
 2. Contractor certifies that, if approved and incorporated into the Work:
 - a. there will be no increase in cost to WVWD or increase in Contract Times; and
 - b. it will conform substantially to the detailed requirements of the item named in the Contract Documents.
- D. Substitute Construction Methods or Procedures. If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction accepted by WVWD's Representative. Contractor shall submit in writing sufficient information to allow WVWD's Representative, in WVWD's Representative's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. WVWD's Representative will advise Contractor in writing of any acceptance or rejection of the proposed substitution.
- E. WVWD's Representative's Evaluation. WVWD's Representative will be allowed a reasonable time within which to evaluate each proposed substitution. WVWD's Representative may require Contractor to furnish additional data about the proposed substitute item. WVWD's Representative will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed, or utilized until WVWD's Representative's

review is complete, WVWD's Representative will advise Contractor in writing of any acceptance or rejection of the proposed substitution.

- F. Special Guarantee. WVWD may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- G. WVWD's Representative's Cost Reimbursement. Whether or not WVWD's Representative approves a substitute proposed or submitted by Contractor, Contractor shall reimburse WVWD for the reasonable charges of evaluating each such proposed substitute. Contractor shall also reimburse WVWD for the reasonable charges for making changes in the Contract Documents (or in the provisions of any other direct contract with WVWD) resulting from the acceptance of any proposed substitute.
- H. Contractor's Expense. Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.7 Submittals (IF APPLICABLE).

A. Schedule of Submittals.

Within ten (10) Days after the Effective Date of the Contract (unless otherwise specified in the Contract Documents), Contractor will prepare and deliver a Schedule of Submittals to WVWD's Representative that has been fully integrated with the Cost-Loaded CPM Progress Schedule and identifies each Submittal required by the Contract Documents as well as the date on which Contractor will deliver each Submittal to WVWD's Representative. Each Submittal must be delivered to WVWD's Representative at least thirty (30) Days prior to the date the material or equipment is scheduled to be incorporated into the Work. The Contractor is responsible for any schedule delays resulting from the Submittal process.

B. Submittal Procedures.

1. Contractor will follow the following procedures for each Submittal, Shop Drawing and Sample required by the Contract Documents:
 - a. Submittals must be transmitted to WVWD.
 - b. Transmittals will be sequentially numbered. Contractor to mark revised submittals with original number and sequential alphabetic suffix.
 - c. Each submittal will identify the Project, Contractor, Subcontractor and supplier, pertinent Drawing and detail number, and Specification Section number appropriate to submittal.
 - d. By transmitting a submittal, Contractor certifies it has reviewed and approved each submittal, verified products required, field dimensions, adjacent construction Work, and that coordination of information is according to requirements of the Work and Contract Documents.

- e. Identify variations in Contract Documents and product or system limitations that may differ and/or be detrimental to successful performance of completed Work.
 - f. When Submittal is revised for resubmission, Contractor shall promptly address WVWD comments and resubmit. Contractor shall identify changes made since previous submission.
 - g. WVWD's review of shop drawings shall not relieve Contractor from responsibility for deviations from the Contract Documents unless Contractor has, in writing, called WVWD's attention to such deviations at time of submission and WVWD's has taken no exception to the deviation. WVWD's review of shop drawings shall not relieve Contractor from responsibility for errors in shop drawings.
 - h. Submittals not required by the Contract Documents or requested by WVWD's Representative will not be acknowledged or processed.
 - i. Incomplete Submittals will not be reviewed by WVWD's Representative. Delays resulting from incomplete submittals are not the responsibility of WVWD's Representative.
 - j. Contractor shall not be entitled to any extension of the Contract Times as a result of the Submittal process.
2. Where a Submittal, Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to WVWD's Representative's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
 3. Schedule Milestone for Submittals. Contractor must submit all submittals required by the Contract Documents in accordance with the Schedule of Submittals. If Contractor fails to submit the submittals in accordance with the Schedule of Submittals, Contractor will be solely liable for any delays or impacts caused by the delayed submittal, whether direct or indirect. Contractor will be liable for the time calculated from the date the submittal is due until the date a compliant submittal is made. A compliant submittal will be one that is complete and satisfies the requirements of the Contract Documents.

6.8 Shop Drawing and Sample Submittal Procedures (IF APPLICABLE).

A. Before submitting each Shop Drawing or Sample, Contractor shall have:

1. reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
2. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

3. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 4. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
- B. With each submittal, Contractor shall give WVWD's Representative specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample submittal and, in addition, a specific notation made on each Shop Drawing or Sample submitted to WVWD's Representative for review and approval of each such variation.
- C. Shop Drawings.
1. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show WVWD's Representative the services, materials, and equipment Contractor proposes to provide and to enable WVWD's Representative to review the information Representative for assessing conformance with information given and design concept expressed in Contract Documents.
 2. When required by individual Specification Sections, provide Shop Drawings signed and sealed by a professional Engineer responsible for designing components shown on Shop Drawings. Shop Drawings must include signed and sealed calculations to support design in a form suitable for submission to and approval by authorities having jurisdiction.
 3. Contractor shall make revisions and provide additional information when required by authorities having jurisdiction.
- D. Samples.
1. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as required to enable WVWD's Representative to review the submittal for assessing conformance with information given and design concept expressed in Contract Documents.
 2. Samples should be of appropriate size and detail to assess functional, aesthetic, color, texture, patterns and finish selection.
- E. WVWD's Representative's Review.
1. WVWD's Representative will review of Shop Drawings and Samples in accordance with the Schedule of Submittals. WVWD's Representative's review and acceptance will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. WVWD's Representative's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
3. WVWD's Representative's review and acceptance shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless WVWD's Representative has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample.

F. Resubmittal Procedures.

1. Contractor shall make corrections required by WVWD's Representative and shall return corrected Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by WVWD's Representative on previous submittals.

6.9 Concerning Subcontractors, Suppliers, and Others.

- A. Contractor shall self-perform at least thirty percent (30%) of the Work.
- B. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, against whom WVWD may have reasonable objection.
- C. Contractor shall be fully responsible to WVWD for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:
 1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between WVWD or WVWD's Representative and any such Subcontractor, Supplier, or other individual or entity; nor
 2. shall create any obligation on the part of WVWD or WVWD's Representative to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Applicable Laws.
- D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.
- E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with WVWD's Representative through Contractor.
- F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the terms and conditions of the Contract Documents for the benefit of WVWD and WVWD's Representative. Whenever any such agreement is with a Subcontractor or Supplier who is listed as a loss payee on the property insurance provided in Section 00 72 13, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against WVWD, Contractor, WVWD's Representative, and all other individuals or entities identified in the Special Conditions to be listed as insured or loss payees (and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.10 Dust Control.

A. Contractor, at its expense, shall maintain all excavations, embankments, haul roads, permanent access roads, plant sites, waste disposal areas, borrow areas, and all other work areas free from dust. Industry accepted methods of dust control suitable for the area involved, such as sprinkling, chemical treatment, light bituminous treatment or similar methods, will be permitted.

6.11 Air Pollution.

A. Contractor shall not discharge into the atmosphere from any source whatever smoke, dust, or other air contaminants in violation of the laws, rules, and regulations of the governmental entities having jurisdiction.

6.12 Patent Fees and Royalties.

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of WVWD or WVWD's Representative, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by WVWD in the Contract Documents.

B. To the fullest extent permitted by Applicable Laws, Contractor shall indemnify, defend, and hold harmless WVWD and WVWD's Representative, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents

or specified in the Contract Documents and identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

6.13 Permits and Licenses.

Permits and licenses necessary for prosecution of the Work shall be secured and paid for by Contractor, unless otherwise specified in the Contract Documents.

- A. Contractor shall obtain and pay for all other permits and licenses required for the Work, including excavation permit and permits for plumbing, mechanical and electrical work and for operations in or over public streets or right of way under jurisdiction of public agencies other than WVWD.
- B. The Contractor shall arrange and pay for all off-site inspection of the Work related to permits and licenses, including certification, required by the specifications, drawings, or by governing authorities, except for such off-site inspections identified as WVWD's responsibility in the Contract Documents.
- C. Before acceptance of the Work, the Contractor shall submit all licenses, permits, certificates of inspection and required approvals to WVWD.

6.14 Applicable Laws.

- A. Contractor shall give all notices required by and shall comply with all Applicable Laws applicable to the performance of the Work. Except where otherwise expressly required by Applicable Laws, neither WVWD nor WVWD's Representative shall be responsible for monitoring Contractor's compliance with any Applicable Laws.
- B. If Contractor performs any Work knowing or having reason to know that it is contrary to Applicable Laws, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work.

6.15 Labor Laws and Contractor's Obligations.

- A. Hours of Work. Eight (8) hours of work shall constitute a legal day's work. Contractor and each subcontractor shall forfeit, as penalty to WVWD, twenty-five dollars (\$25) for each worker employed in the execution of Work by the Contractor or any subcontractor for each day during which such worker is required or permitted to work more than eight (8) hours in any one day and forty (40) hours in any week in violation of the provisions of the Labor Code, and in particular, section 1810 to section 1815, except as provided in Labor Code section 1815.

- B. Prevailing Wages. The Contractor is aware of the requirements of 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” and “maintenance” projects. Since this Work involves an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. WVWD has obtained the prevailing wage rates from the Director of the Department of Industrial Relations, State of California. Copies of the prevailing wage rates are on file at WVWD’s office in Rialto and shall be made available to any interested party on request. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform the Work available to interested parties upon request, and shall post copies at the Contractor’s principal place of business and at the Site. Contractor shall defend, indemnify and hold WVWD, its elected officials, officers, employees 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.
1. Pursuant to Labor Code section 1775, Contractor is hereby advised that in the event that Contractor fails to pay prevailing wages, Contractor will be held liable for penalties and for shortfalls in wages and such amounts may be withheld from progress payments. Contractor and each subcontractor shall forfeit as a penalty to WVWD not more than two hundred dollars (\$200) for each Day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any work done by him, or by any subcontract under him, in violation of the provisions of the Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each Day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.
 2. Contractor shall post, at appropriate conspicuous points on the Site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.
- C. Payroll Records. Pursuant to Labor Code section 1776, the Contractor and each subcontractor shall maintain weekly certified payroll records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the Work. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require subcontractor(s) to certify weekly payroll records under penalty of perjury.
1. In accordance with Labor Code section 1771.4, the Contractor and each subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations (“DIR”) on a weekly basis and in the format prescribed by the DIR. This may include electronic submission. Contractor shall ensure full compliance with all requirements and regulations from the DIR relating to labor compliance monitoring and enforcement and all other applicable labor law.

2. If not subject to paragraph (1), above, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") of the DIR.
 3. In the event of noncompliance with the requirements of this section, Contractor shall have ten (10) Days in which to comply subsequent to receipt of written notice specifying any item or actions necessary to ensure compliance with this section. Should noncompliance still be evident after such ten (10) day period, Contractor shall, as a penalty to WVWD, forfeit One Hundred Dollars (\$100.00) for each day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the DIR, such penalties shall be withheld from contract payments.
- D. Employment of Apprentices. Contractor's attention is directed to the provisions of sections 1777.5, 1777.6, and 1777.7 of the Labor Code concerning employment of apprentices by the Contractor or any subcontractor. Contractor shall obtain a certificate of apprenticeship before employing any apprentice pursuant to sections 1777.5, 1777.6, and 1777.7 of the Labor Code. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, the Administrator of Apprenticeships, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
- E. Nondiscrimination. Pursuant to Labor Code section 1735 and other applicable provisions of law, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap on this Work. The Contractor will take affirmative action to insure that employees are treated during employment or training without regard to their race, color, religion, sex, national origin, age, political affiliation, marital status, or handicap.
- F. Workers Compensation. Pursuant to Labor Code section 1860, Contractor shall secure the payment of workers' compensation to its employees in accordance with the provisions of Labor Code section 3700. Prior to commencement of work, Contractor shall sign and file with WVWD the following certification:
- "I am aware of provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

6.16 Taxes.

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid in accordance with the Applicable Laws of the place of the Project which are applicable during the performance of the Work.
- B. In accordance with Revenue and Taxation Code section 107.6, the Contract Documents may create a possessory interest subject to personal property taxation for which Contractor will be responsible.
- C. The Contractor shall include in its bid amount the patent fees or royalties on any patented article or process furnished or used in the Work. Contractor shall assume all liability and responsibility arising from the use of any patented, or allegedly patented,

materials, equipment, devices or processes used in or incorporated with the Work, and shall defend, indemnify and hold harmless WVWD, its officials, officers, agents, employees and representatives from and against any and all liabilities, demands, claims, damages, losses, costs and expenses, of whatsoever kind or nature, arising from such use.

6.17 Use of Site and Other Areas.

A. Limitation on Use of Site and Other Areas.

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Applicable Laws, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to WVWD or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.
2. Should any claim be made by any such WVWD or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

B. Removal of Debris During Performance of the Work. During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to Applicable Laws.

C. Cleaning. Prior to Completion of the Work, Contractor shall clean the Site and the Work and make it ready for utilization by WVWD. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. Loading Structures. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.18 Utility Usage.

A. All temporary utilities, including but not limited to electricity, water, gas, and telephone, used on the Work shall be furnished and paid for by Contractor. Contractor shall provide necessary temporary distribution systems, including meters, if necessary, from distribution points to points on the Work where the utility is needed. Upon completion of the Work, Contractor shall remove all temporary distribution systems.

B. Contractor shall provide necessary and adequate utilities and pay all costs for water, electricity, gas, oil, and sewer charges required for completion of the Work, including but not limited to startup and testing required in the Contract Documents.

- C. All permanent meters installed shall be listed in the Contractor's name until the Work is accepted.
- D. If Work is to be performed in existing WVWD's facilities, Contractor may, to the extent authorized by WVWD in writing, use WVWD's existing utilities. If Contractor uses WVWD utilities, it shall compensate WVWD for utilities used.

6.19 Record Documents.

- A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to WVWD's Representative for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to WVWD. See 01 00 00 for additional Record Drawing requirements.

6.20 Safety and Protection.

- A. Contractor shall be solely responsible for all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety laws. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all Applicable Laws relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.
- C. Contractor shall comply with the applicable requirements of WVWD's safety programs, if any. The Special Conditions identify any WVWD's safety programs that are applicable to the Work.
- D. Contractor shall inform WVWD and WVWD's Representative of the specific requirements of Contractor's safety program with which WVWD's and WVWD's Representative's employees and representatives must comply while at the Site.

- E. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor.
- F. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until WVWD files the Notice of Completion in accordance with Contract Documents.

6.21 Safety Representative.

- A. Contractor shall designate an OSHA-certified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs. Contractor shall provide the WVWD Representative the name and contract information of the safety representative in writing.

6.22 Hazard Communication Programs.

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Applicable Laws.

6.23 Emergencies.

- A. In an emergency affecting safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from WVWD, shall act to prevent such threatened loss or injury; and Contractor shall so act, without appeal, if directed or instructed by WVWD. Any compensation claimed by Contractor on account of emergency work shall be determined in accordance with the Contract Documents.

6.24 Continuing the Work.

- A. Contractor shall carry on the Work during negotiation of all Change Orders and all disputes or disagreements with WVWD. No Work shall be delayed or postponed pending resolution of any Change Orders, disputes or disagreements, unless WVWD and Contractor otherwise agree in writing.

6.25 Contractor's General Warranty and Guarantee.

- A. Contractor warrants and guarantees to WVWD that all Work will be in accordance with the Contract Documents and will not be defective. WVWD and WVWD's Representative, and their officers, directors, members, partners, employees, agents, consultants, and subcontractors, shall be entitled to rely on representation of Contractor's warranty and guarantee.

- B. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
1. Observation or inspection by WVWD's Representative;
 2. approval of a payment application or payment by WVWD of any progress or final payment;
 3. use or occupancy of the Work or any part thereof by WVWD;
 4. any review and/or acceptance of a Submittal, Shop Drawing or Sample;
 5. any inspection, test, or approval by others; or
 6. any correction of Defective Work by WVWD.

6.26 Indemnification.

- A. To the fullest extent allowed by law, Contractor shall defend (with counsel of WVWD's choosing), indemnify and hold WVWD, its officials, officers, agents, employees, and representatives free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries, in law or in equity, to property or persons, including wrongful death, regardless of whether the allegations are false, fraudulent, or groundless, arising out of, related to, or in connection with the Work or this Contract, including claims made by subcontractors for nonpayment, and including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, with counsel of WVWD's choosing, any and all such suits, actions or other legal proceedings of every kind that may be brought or instituted against WVWD, its officials, officers, agents, employees and representatives. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against WVWD, its officials, officers, agents, employees and representatives, in any such suit, action or other legal proceeding. Contractor shall reimburse WVWD, its officials, officers, agents, employees and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code section 2782.
- B. Contractor agrees to pay, or reimburse WVWD and WVWD's Representative, for regulatory agency or court imposed fees, fines, or penalties imposed on WVWD and WVWD's Representative arising from Contractor's failure to complete the Work in a timely manner and/or in accordance with the Contract Documents and any applicable permits or Applicable Laws. Contractor's responsibility and obligation to pay, or reimburse WVWD and WVWD's Representative, for these fees, fines, or penalties shall be in addition to the assessment of liquidated damages for late completion of the Work.

6.27 Delegation of Professional Design Services.

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.
- B. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, shop drawings and other submittals prepared by such professional. Shop drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to WVWD's Representative.
- C. WVWD and WVWD's Representative shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.
- D. WVWD's Representative's review and acceptance of design calculations and design drawings will be only for the limited purpose of checking for conformance with the design concept expressed in the Contract Documents.

ARTICLE 7 -OTHER WORK AT THE SITE

7.1 Related Work at Site.

- A. Nothing contained in the Contract Documents shall be interpreted as granting to Contractor exclusive occupancy at the Site. WVWD may perform other work related to the Project at the Site with WVWD's employees or through other direct contracts, or have other work performed by utility owners (collectively, "Other Contractors"). If such other work is not noted in the Contract Documents, then written notice thereof will be given to Contractor prior to starting any such other work.
- B. Cost of Coordination. Contractor shall include in its Bid all costs associated with coordinating its Work with Other Contractors. Contractor shall not be entitled to additional compensation from WVWD for damages resulting from such simultaneous, collateral, and essential Work. If necessary to avoid or minimize such damage or delay, Contractor shall redeploy its work forces to other parts of the Work, or adjust its Work schedule including reasonable acceleration of the Work.
- C. Contractor's Responsibility. Contractor shall do all cutting, fitting, and patching of the Work that may be required to make its several parts come together properly and integrate with such other work.
- D. Contractor Shall Not Endanger Existing Work. Contractor shall not endanger any work of Other Contractor by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of WVWD's Representative and the Other Contractor whose work will be affected.

- E. Contractor shall afford each Other Contractor proper and safe access to the Site, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of WVWD's Representative and the others whose work will be affected.
- F. If the proper execution or results of any part of Contractor's Work depends upon work performed by Other Contractors, Contractor shall inspect such other work and promptly report to WVWD's Representative in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- G. Claims by Other Contractors. If any claims are made by Other Contractors arising out of Contractor's performance of the Work, Contractor shall be responsible to immediately resolve the dispute and indemnify WVWD pursuant to the Contract Documents.

7.2 Coordination.

- A. If WVWD intends have work performed by Other Contractors at the Site, the following will be set forth in the Special Conditions:
 - 1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
 - 2. the specific matters to be covered by such authority and responsibility will be itemized; and
 - 3. the extent of such authority and responsibilities will be provided.
- B. Unless otherwise provided in the Special Conditions, WVWD shall have sole authority and responsibility for such coordination.
- C. Coordination Delays. WVWD's Representative shall arrange meetings with Other Contractors performing work to plan coordination of construction activities but will not be responsible to direct coordination efforts. Any difference or conflict arising between Contractor and any Other Contractor shall be submitted to WVWD's Representative for a decision in the matter. Contractor shall comply with direction from WVWD's Representative whose decision on coordination matters will be final.

7.3 For Delays by Others.

- A. By entering into this Contract, Contractor acknowledges that there may be Other Contractors on the Site whose work will be coordinated with that of Contractor. Contractor expressly warrants and agrees that Contractor will cooperate with Other

Contractors and will do nothing to delay, hinder, or interfere with the work of Other Contractors, WVWD, or WVWD's Representative. Contractor also expressly agrees that, in the event its Work is hindered, delayed, interfered with, or otherwise affected by a separate contractor, its sole remedy will be a direct action against the Other Contractor. Contractor will have no remedy, and hereby expressly waives any remedy, against WVWD or WVWD's Representative on account of delay, hindrance, interference, or other event caused by Other Contractor.

7.4 Contractor's Delay or Damage.

- A. Contractor shall be liable to WVWD and any Other Contractor for the direct delay and disruption costs or damages incurred by such Other Contractor as a result of Contractor's wrongful action or inactions.

ARTICLE 8 -ALLOWANCES; UNIT PRICE WORK (IF APPLICABLE)

8.1 Allowances.

- A. It is understood that Contractor has included in the Contract Price all Allowances so named in Schedule B of the Schedule of Pay Items and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to WVWD and WVWD's Representative.
- B. Contractor agrees that all Allowances are for the sole use of WVWD to cover scope Work anticipated but not specifically identified on the Contract Drawings.
- C. Prior to final payment, an appropriate Change Order will be issued as recommended by WVWD's Representative to reflect actual amounts due Contractor on account of Work covered by Allowances, and the Contract Price shall be correspondingly adjusted.

8.2 Unit Price Work.

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work multiplied by the estimated quantity of each item as indicated in the Contract.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by WVWD's Representative.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's Overhead and Profit for each separately identified item.
- D. WVWD or Contractor may initiate a Change Order to adjust the Contract Price in accordance with Contractor Documents based on actual quantities of Unit Price Work.

- E. WVWD or Contractor may make a Claim for an adjustment in the Unit Price in accordance with the Contract Documents if:
1. the quantity of any item of Unit Price Work performed by Contractor differs by twenty-five percent (25%) or more from the estimated quantity of such item indicated in the Contract; and
 2. there is no corresponding adjustment with respect to any other item of Work; and
 3. Contractor believes that Contractor is entitled to an increase in Unit Price as a result of having incurred additional expense or WVWD believes that WVWD is entitled to a decrease in Unit Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 9 -CHANGE OF CONTRACT PRICE; CHANGE IN CONTRACT TIMES

9.1 Contract Change Orders.

- A. WVWD, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or other revisions, and the Contract Price and Contract Time shall be adjusted accordingly. All such changes in the Work shall be authorized by written Change Order, and shall be performed under the applicable conditions of the Contract Documents. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in the Contract Price or the Contract Times, and the full and final settlement of all costs (direct, indirect and overhead) related to the Work authorized by the Change Order.
- B. Contractor shall promptly execute changes in the Work as directed in writing by WVWD even when the parties have not reached agreement on whether the change increases the scope of Work or affects the Contract Price or Contract Time, if any. All claims for additional compensation to the Contractor shall be presented in writing. No claim will be considered after the work in question has been done unless a written Change Order has been issued or a timely written notice of claim has been made by Contractor. Contractor shall not be entitled to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any item or portion of Work to be done. Whenever any change is made as provided for herein, such change shall be considered and treated as though originally included in the Contract Documents, and shall be subject to all terms, conditions and provisions of the original Contract Documents.
- C. Contractor shall not reserve a right to assert impact costs, extended job site costs, extended overhead (direct or indirect), constructive acceleration and/or actual acceleration beyond what is stated in the Change Order. No claims shall be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to a multiplicity of changes and/or clarifications. The Contractor may not change or modify WVWD's Change Order form in an attempt to reserve additional rights.
- D. No changes in the work covered by this Agreement shall exonerate any surety or any bond given in connection with this Agreement.

9.2 Contract Price Change.

A. Process for Determining Adjustments in Contract Price.

1. Request for Proposal (RFP). When WVWD desires a change in the Work, WVWD's Representative may issue an RFP to Contractor. Contractor will be required to respond within seven (7) Days or the time indicated by WVWD's Representative. If Contractor fails to submit its Change Order Request ("COR") within seven (7) Days of receiving the RFP, or the time indicated by WVWD's Representative, Contractor shall be solely liable for any delays or impacts caused by the delayed submittal of the COR.
2. Contractor Initiated Change. As further described below, the Contractor must give written notice of a COR, additional compensation or adjustment of the Contract Times within seven (7) Days of discovery of the facts giving rise to the proposed change order.
3. COR Detail. Contractor's COR shall include material, labor, and equipment separately priced for each element of Work. Allowable Overhead and Profit may be added to the total of these costs if allowed by the Contract Documents. As general guidance, all cost documentation shall be tabulated from detailed computerized spreadsheets in a "workbook" which will be compiled into useful summary spreadsheets as directed by WVWD's Representative.
 - a. Unit Price Method. Where the Additional Work involved is covered or is of the same character as the original Contract, Unit Price Work by application of those unit prices to the quantities of the items involved;
 - b. Lump Sum Bilateral Change Method. By mutual acceptance of a lump sum price negotiated on the basis of the Contractor's itemized estimate of the anticipated costs of the Additional Work.
 - c. Time and Materials Method. WVWD may direct Contractor to proceed with the Additional Work with payments to be made on the basis of the actual cost of the labor and materials required to complete the Additional Work.
4. COR Form: Contractor's COR shall be on forms acceptable to WVWD's Representative. Contractor's COR shall certify in writing that the amounts included cover all direct, supplemental, indirect, consequential, and cumulative costs and delays, as applicable, and that those costs and delays would be or were necessarily incurred, despite Contractor's reasonable and diligent efforts to mitigate them. Mitigation efforts undertaken by Contractor must be described.

B. Unit Price Change Orders.

1. When the actual quantity of a Unit Price item varies from the Bid Form, compensation for the change in quantity will be calculated by multiplying the actual quantity by the Unit Price. This calculation may result in either an additive or deductive Change Order pursuant to the Contract Documents.

2. No Mark Up for Overhead and Profit. Since the Contract Unit Prices provided by in the Bid Form include Overhead and Profit as determined by Contractor at time of Bid submission, no mark up or deduction for Overhead and Profit will be included in Unit Price Change Orders.
- C. Lump Sum Change Orders. Compensation for Lump Sum Change Orders shall be limited to expenditures necessitated specifically by the Additional Work, and shall be segregated as follows:
1. Labor. The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from federal, state or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the cost of the Additional Work will not be permitted unless the Contractor establishes the necessity for such new classifications. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.
 2. Materials. The cost of materials shall be at invoice or lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight and delivery. Materials cost shall be based upon supplier or manufacturer's invoice. If invoices or other satisfactory evidence of cost are not furnished within fifteen (15) Days of delivery, then WVWD shall determine the materials cost, at its sole discretion.
 3. Tool and Equipment Use. Costs for the use of small tools, which are tools that have a replacement value of \$1,000 or less, shall be considered included in the Overhead and Profit markups established below. Regardless of Ownership, the rates to be used in determining equipment use costs shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the Work is performed.
- D. Time and Materials Change Orders.
1. General. The term Time and Materials means the sum of all costs reasonably and necessarily incurred and paid by Contractor for labor, materials, and equipment in the proper performance of Additional Work. Except as otherwise may be agreed to in writing by WVWD, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items.
 2. Timely and Final Documentation.
 - a. Contractor must submit timesheets, materials invoices, records of equipment hours and records of rental equipment hours to WVWD's Representative for an approval signature each day Additional Work is performed. Failure to get WVWD's Representative's approval signature each Day may result in a waiver of Contractor's right to claim these costs.

- b. All documentation of incurred costs shall be submitted by Contractor and approved by WVWD's Representative within three (3) Days of incurring the cost for labor, material, equipment, and special services. Contractor's total actual cost shall be presented in a summary table in an electronic spreadsheet file by labor, material, equipment, and special services (T&M Summary Sheets). Contractor's failure to provide the T&M Summary Sheets within three (3) Days of performance of the work will result in the Contractor's otherwise allowable profit being reduced by 50% for that portion of Additional Work which was not documented in a timely manner. Contractor's failure to submit the T&M Summary Sheets within three (7) Days of completion of the work will result in Contractor's waiver for any reimbursement of any costs associated with the T&M Summary Sheets or the performance of the Additional Work.
3. Labor. The costs of labor will be the actual cost substantiated by timesheets and certified payroll for wages prevailing for each craft or type of workers performing the Additional Work at the time the Additional Work is done, plus employer payments of payroll taxes, workers compensation insurance, liability insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessments or benefits required by lawful collective bargaining agreements.
 - a. Equipment Operator Exception. Labor costs for equipment operators and helpers shall be paid only when such costs are not included in the invoice for equipment rental.
 - b. Foreman Exception. The labor costs for foremen shall be proportioned to all of their assigned work and only that applicable to the Additional Work shall be paid. Indirect labor costs, including without limitation the superintendent, project manager, and other labor identified in the Contract Documents will be considered Overhead.
4. Materials. The cost of materials reported shall be itemized at invoice or lowest current price at which materials are locally available and delivered to the Site in the quantities involved, plus the cost of sales tax, freight, delivery, and storage.
 - a. Trade discounts available to the purchaser shall be credited to WVWD notwithstanding the fact that such discounts may not have been taken by Contractor.
 - b. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by WVWD's Representative.
 - c. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on Additional Work items or the current wholesale price for such materials delivered to the Site, whichever price is lower.
 - d. If in the opinion of WVWD's Representative the cost of materials is excessive, or Contractor does not furnish satisfactory evidence of the cost of such

materials, then the cost shall be deemed to be the lowest current wholesale price for the total quantity concerned delivered to the Site less trade discounts.

- e. WVWD reserves the right to furnish materials for the Additional Work and no Claim shall be allowed by Contractor for costs of such materials or Indirect Costs or profit on WVWD furnished materials.
5. Equipment. Contractor will be paid for the use of equipment at the rental rates listed for that equipment in the California Department of Transportation publication entitled Labor Surcharge and Equipment Rental Rates, which is in effect on the date upon which the Contract was executed. Such rental rate will be used to compute payments for equipment whether the equipment is under Contractor's control through direct Ownership, leasing, renting, or another method of acquisition. The rental rate to be applied for use of each item of equipment shall be the rate resulting in the least total cost to WVWD for the total period of use. If it is deemed necessary by Contractor to use equipment not listed in the publication, an equitable rental rate for the equipment will be established by WVWD's Representative. Contractor may furnish cost data which might assist WVWD's Representative in the establishment of the rental rate.
- a. All equipment shall, in the opinion of WVWD's Representative, be in good working condition and suitable for the purpose for which the equipment is to be used.
 - b. Before construction equipment is used on the Additional Work, Contractor shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to WVWD's Representative, in duplicate, a description of the equipment and its identifying number and the scheduled Additional Work activities planned.
 - c. Unless otherwise specified, manufacturer's ratings and manufacturer approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.
6. Rental Equipment.
- a. Rental Time. The rental time to be paid for equipment on the Site shall be the time the equipment is in productive operation on the Additional Work being performed and, in addition, shall include the time required to move the equipment to the location of the Additional Work and return it to the original location or to another location requiring no more time than that required to return it to its original location; except, that moving time will not be paid if the equipment is used on other than the Additional Work, even though located at the site of the Additional Work.
 - b. Rental Time Not Allowed. Rental time will not be allowed while equipment is inoperative due to breakdowns.

- c. Computation Method. The following shall be used in computing the rental time of equipment on the Site.
 - (i) When hourly rates are listed, any part of an hour less than 30 minutes of operation shall be considered to be ½-hour of operation, and any part of an hour in excess of 30 minutes will be considered one hour of operation.
 - (ii) When daily rates are listed, any part of a day less than 4 hours operation shall be considered to be ½-day of operation.
- 7. Contractor-Owned Equipment. For Contractor-owned equipment, the allowed equipment rental rate will be limited to the monthly equipment rental rate using a utilization rate of 173 hours per month which is found in the rental rate source identified in the Special Conditions for rental equipment.
- 8. Special Services. Special work or services are defined as that Additional Work characterized by extraordinary complexity, sophistication, or innovation or a combination of the foregoing attributes which are unique to the construction industry.
 - a. Invoices for Special Services. When WVWD's Representative and Contractor determine that a special service is required which cannot be performed by the forces of Contractor or those of any of its Subcontractors, the special service may be performed by an entity especially skilled in the Additional Work. Invoices for special services based upon the current fair market value thereof may be accepted without complete itemization of labor, material, and equipment rental costs, after validation of market values by WVWD's Representative.
 - b. Discount and Allowance. All invoices for special services will be adjusted by deducting all trade discounts offered or available, whether the discounts were taken or not. In lieu of Overhead and Profit specified in Section 00 72 13, Article 19.10.B, a total allowance not to exceed fifteen percent (15%) for Overhead and Profit will be added to invoices for Special Services.
- 9. Excluded Costs. The term Time and Materials shall not include any of the following costs or any other home or field office overhead costs, all of which are to be considered administrative costs covered by Contractor's allowance for Overhead and Profit.
 - a. Overhead Cost. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, timekeepers, clerks and other personnel employed by Contractor whether at the Site or in Contractor's principal office or any branch office, material yard, or shop for general administration of the Additional Work;

- b. Office Expenses. Expenses of Contractor's principal and branch offices;
 - c. Capital Expenses. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Additional Work and charges against Contractor for delinquent payments;
 - d. Negligence. Costs due to the negligence of Contractor or any Subcontractor or Supplier, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including without limitation the correction of Defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property;
 - e. Other. Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included by the Contract Documents.
 - f. Small Tools. Cost of small tools valued at less than \$1000 and that remain the property of Contractor;
 - g. Administrative Costs. Costs associated with the preparation of Change Orders (whether or not ultimately authorized), cost estimates, or the preparation or filing of Claims;
 - h. Anticipated Lost Profits. Expenses of Contractor associated with anticipated lost profits or lost revenues, lost income or earnings, lost interest on earnings or unpaid retention;
 - i. Home Office Overhead. Costs derived from the computation of a "home office overhead" rate by application of the *Eichleay, Allegheny*, burden fluctuation, or other similar methods; or
 - j. Special Consultants and Attorneys. Costs of special consultants or attorneys, whether or not in the direct employ of Contractor, employed for services specifically related to the resolution of a Claim, dispute, or other matter arising out of or relating to the performance of the Additional Work.
10. Overhead and Profit for Lump Sum and Time and Materials Change Orders.
- a. The mark-up to be added to Lump Sum and Time and Materials Change Orders for Overhead (including supervision) and Profit on Additional Work shall be determined in accordance with the following provisions:
 - (i) "Net Cost" is defined as the actual costs of labor, materials and tools and equipment as defined herein only, excluding Overhead and Profit. The costs of applicable insurance and bond premium will be reimbursed to the Contractor and subcontractors at cost only, without mark-up and in no case shall the total costs exceed one and one-half percent (1.5%) of Net Cost. Contractor shall provide WVWD with documentation of the costs, including not limited to payroll records, invoices, and such other information as WVWD may reasonably request.

- (ii) For Work performed by the Contractor's forces the added cost for overhead and profit shall not exceed fifteen (15%) percent of the Net Cost of the Work.
 - (iii) For Work performed by a subcontractor, the added cost for overhead and profit shall not exceed fifteen (15%) percent of the Subcontractor's Net Cost of the Work, to which the Contractor may add five (5%) percent of the Subcontractor's Net Cost.
 - (iv) For Work performed by a sub-subcontractor the added cost for overhead and profit shall not exceed fifteen (15 %) percent of the Net Cost for Work, to which the subcontractor and general contractor may each add an additional five (5 %) percent of the Net Cost of the lower tier subcontractor.
 - (v) No additional markup will be allowed for lower tier subcontractors, and in no case shall the added cost for overhead and profit payable by WVWD exceed twenty-five (25%) percent of the Net Cost, as defined herein, of the party that performs the Work.
- b. All of the following costs are included in the markups for overhead and profit described above, and Contractor shall not receive any additional compensation for: Submittals, drawings: field drawings, Shop Drawings, including submissions of drawings; field inspection; General Superintendence; General administration and preparation of cost proposals, schedule analysis, Change Orders, and other supporting documentation; computer services; reproduction services; Salaries of project engineer, superintendent, timekeeper, storekeeper, and secretaries; Janitorial services; Small tools, incidentals and consumables; Temporary on-Site facilities (Offices, Telephones, Internet access, Plumbing, Electrical Power, lighting; Platforms, Fencing, Water), Jobsite and Home office overhead or other expenses; vehicles and fuel used for work otherwise included in the Contract Documents; Surveying; Estimating; Protection of Work; Handling and disposal fees; Final cleanup; Other incidental Work; Related warranties.

9.3 Unilateral Change Orders.

If WVWD disagrees with the COR submitted by Contractor, it will notify the Contractor and WVWD will provide its opinion of the appropriate price and/or time extension. If the Contractor agrees with WVWD, a Change Order will be issued in accordance with the terms of this Article. If no agreement can be reached, WVWD shall have the right to issue a unilateral change order setting forth its determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. Such determination shall become final and binding if the Contractor fails to submit a claim in writing to WVWD within fifteen (15) Days of the issuance of the unilateral change order, disputing the terms of the unilateral change order and providing such supporting documentation for its position as WVWD may reasonably require.

9.4 Costs Relating to Weather Damage.

- A. Contractor shall not be entitled to any change in the Contract Price arising out of or related to the action of the elements or weather. Weather-related adjustments to Contract Times may be made in accordance with Section 00 72 16, Article 9.6.

9.5 WVWD Right to Direct Use of Competitive Bids.

- A. Where Additional Work involves subcontractor trades not listed in the Contract, WVWD reserves the right to direct Contractor to solicit competitive bids for the Additional Work. If required by WVWD, Contractor shall obtain competitive bids from subcontractors acceptable to Contractor and shall present such bids to WVWD to collaboratively determine, which bid is accepted.

9.6 Change of Contract Times.

- A. The Contract Times may only be changed by a Change Order.
- B. All changes in the Contract Price and/or adjustments to the Contract Times related to each change shall be included in Contractor's COR pursuant to Section 00 72 13, Article 9.2. No cost or time will be allowed for cumulative effects of multiple changes. All Change Orders must state that the Contract Time is not changed or is either increased or decreased by a specific number of days. Failure to include a change to time shall waive any change to the time unless the parties mutually agree in writing to postpone a determination of the change to time resulting from the Change Order.
- C. Notice of the amount of the request for adjustment in the Contract Times with supporting data shall be delivered within seven (7) Days after such start of occurrence, unless WVWD's Representative allows an additional period of time to ascertain more accurate data in support of the request. No extension of time or additional compensation shall be given for a delay if the Contractor failed to give notice in the manner and within the time prescribed.
- D. WVWD may elect, at WVWD's sole discretion, to grant an extension in Contract Times, without Contractor's request, because of delays or other factors.
- E. Use of Float and Critical Path.
 - 1. Float is for the benefit of the Project. Float shall not be considered for the exclusive use or benefit of either WVWD or the Contractor.
 - 2. Contractor shall not be entitled to compensation, and WVWD will not compensate Contractor, for delays which impact early completion. Any difference in time between the Contractor's early completion and the Contract Time shall be considered a part of the Project float.
- F. Contractor's entitlement to an extension of the Contract Times is limited to a WVWD-caused extension of the critical path, reduced by the Contractor's concurrent delays, and established by a proper time impact analysis. No time extension shall be allowed unless, and then only to the extent that, the WVWD-caused delay extends the critical

path beyond the previously approved Contract Time. If approved, the increase in time required to complete the Work shall be added to the Contract Time.

1. Contractor shall not be entitled to an adjustment in the Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.
 2. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions (as determined by WVWD), Acts of God, acts or failures to act of utility owners not under the control of WVWD, or other causes not the fault of and beyond control of WVWD and Contractor, then Contractor shall be entitled to a time extension when the Work stopped is on the critical path. Such a non-compensable adjustment shall be Contractor's sole and exclusive remedy for such delays. Contractor must submit a timely request in accordance with the requirements of this Article.
 3. Utility-Related Delays.
 - a. Contractor shall immediately notify in writing the utility owner and WVWD's Representative of its construction schedule and any subsequent changes in the construction schedule which will affect the time available for protection, removal, or relocation of utilities. Requests for extensions of time arising out of utility relocation or repair delays shall be filed in accordance with this Article.
 - b. Contractor shall not be entitled to damages or additional payment for delays attributable to utility relocations or alterations if correctly located, as noted in the Contract Documents or by the Underground Service Alert survey.
- G. Content for Requests for Contract Extension. Contractor's justification for entitlement shall be clear and complete citing specific Contract Document references and reasons on which Contractor's entitlement is based. At a minimum, each request for a time extension must include:
1. Each request for an extension of Contract Time must identify the impacting event, in narrative form, providing a description of the delay event and sufficient justification as to why the Contractor is entitled to a time extension. Contractor must demonstrate that the delay arises from unforeseeable causes beyond the control and without the fault or negligence of both Contractor and any Subcontractors or Suppliers, or any other persons or organizations employed by any of them or for whose acts any of them may be liable, and that such causes in fact lead to performance or completion of the Work, or specified part in question, beyond the corresponding Contract Times, despite Contractor's reasonable and diligent actions to guard against those effects.
 2. Each request for an extension of Contract Time must include a time impact analysis in CPM format, using the Contemporaneous Impacted As-Planned Schedule Analysis to calculate the impact of the delay event.

H. No Damages for Reasonable Delay.

1. WVWD's liability to Contractor for delays for which WVWD is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall WVWD be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs.
 2. Damages caused by unreasonable WVWD delay that impacts the critical path, including delays caused by items that are the responsibility of WVWD pursuant to Government Code section 4215, shall be compensated at the Daily Rate established in the Special Conditions, no other calculations, proportions or formulas shall be used to calculate any delay damages.
 3. WVWD and WVWD's Representative, and the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each of them, shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.
- I. Contractor's failure, neglect, or refusal to comply with the requirements of the Contract Documents, or any portion thereof, shall bar Contractor's request for extensions of the Contract Times. Such failure, neglect, or refusal prejudices WVWD's and WVWD's Representative's ability to recognize and mitigate delay, and such failure, neglect, or refusal prevent the timely analysis of requests for extensions of Contract Times, and whether such extensions may be warranted. Contractor hereby waives all rights to extensions of Contract Times due to delays or accelerations that result from or occur during periods of time for which Contractor fails, neglects, or refuses to fully comply with the requirements of this Article.

ARTICLE 10 -TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK; NOTICE OF DEFECTS

10.1 Notice of Defective Work.

- A. Prompt notice of all Defective Work of which WVWD or WVWD's Representative has actual knowledge will be given to Contractor. Defective Work may be rejected, corrected, or accepted as provided in the Contract Documents.

10.2 Access to Work.

- A. WVWD, WVWD's Representative, their consultants and other representatives and personnel, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs.

10.3 Tests and Inspections.

- A. Contractor shall give WVWD's Representative timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.
- B. Except as provided by the Contract Documents, WVWD shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents.
- C. If Applicable Laws of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish WVWD's Representative the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for WVWD and WVWD's Representative's acceptance of materials or equipment to be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to WVWD.
- E. WVWD will provide inspection during normal working hours from 7:00 a.m. to 3:30 p.m. Monday through Friday. Inspection before or after this time will be charged to the contractor as reimbursable inspection time. Inspections on weekends requires two days' notice for review and approval. Upon written request and approval, the 8.5 hour working day may be changed to other limits subject to city/county ordinance.

10.4 Uncovering Work.

- A. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of WVWD's Representative, Contractor shall, if requested by WVWD's Representative, uncover such Work for observation.
- B. Uncovering Work shall be at Contractor's expense unless Contractor has given WVWD's Representative timely notice of Contractor's intention to cover the same and WVWD's Representative has not acted with reasonable promptness in response to such notice.
- C. If Contractor has given WVWD's Representative timely notice of Contractor's intention to cover the work and WVWD's Representative has not acted with reasonable promptness in response to such notice, and WVWD's Representative later considers it necessary or advisable that covered Work be observed by WVWD's Representative or inspected or tested by others, Contractor, at WVWD's Representative's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as WVWD's Representative may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and WVWD shall be entitled to an appropriate decrease in the Contract Price.
2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price and/or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction.

10.5 WVWD May Stop the Work.

- A. If the Work is defective, WVWD may in its sole discretion order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated. All delays associated with the Stop Work Order will be the responsibility of the Contractor.

10.6 Correction or Removal of Defective Work.

- A. Promptly after receipt of written notice, Contractor shall correct all Defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by WVWD or WVWD's Representative, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).
- B. When correcting Defective, Contractor shall take no action that would void or otherwise impair WVWD's special warranty and guarantee, if any, on said Work.

10.7 Acceptance of Defective Work.

- A. If, instead of requiring correction or removal and replacement of Defective Work, WVWD prefers to accept it, WVWD may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to WVWD's evaluation of and determination to accept such Defective Work and for the diminished value of the Work.
- B. If any acceptance of defective work occurs prior to release of the Project Retention, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and WVWD shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work and all costs incurred by WVWD.

- C. If the Project Retention is held in an escrow account as permitted by the Contract Documents, Contractor will promptly alert the escrow holder, in writing, of the amount of Retention to be paid to WVWD.
- D. If the acceptance of defective occurs after release of the Project Retention, an appropriate amount will be paid by Contractor to WVWD.

10.8 WVWD May Correct Defective Work.

- A. If Contractor fails within a reasonable time after written notice from WVWD's Representative to correct Defective Work, or to remove and replace rejected Work as required by WVWD, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, WVWD may, after seven (7) Days written notice to Contractor, correct, or remedy any such deficiency.
- B. In connection with such corrective or remedial action, WVWD may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which WVWD has paid Contractor but which are stored elsewhere. Contractor shall allow WVWD and WVWD's Representative, and the agents, employees, other contractors, and consultants of each of them, access to the Site to enable WVWD to exercise the rights and remedies to correct the defective work.
- C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by WVWD correcting the defective work will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and WVWD shall be entitled to an appropriate decrease in the Contract Price.
- D. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of defective Work.
- E. If the Change Order is executed after all payments under the Contract have been paid by WVWD and the Project Retention is held in an escrow account as permitted by the Contract Documents, Contractor will promptly alert the escrow holder, in writing, of the amount of Retention to be paid to WVWD.
- F. If the Change Order is executed after release of the Project Retention, an appropriate amount will be paid by Contractor to WVWD.
- G. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to WVWD correcting defective work.

10.9 Warranty Period.

- A. If within one (1) year after commencement of the Warranty, or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective or not performing suitably for its intended use, or if the repair of any damages to the Site or areas made available for Contractor's use during the performance of the Work is found to be defective, Contractor shall promptly, without cost to WVWD and in accordance with WVWD 's written instructions:
1. Repair such defective land or areas;
 2. Correct such defective or non-performing work;
 3. If the Defective Work has been rejected by WVWD pursuant to the Contract Documents, remove it from the Project and replace it with Work that is not defective; and
 4. Satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of WVWD's written instructions, or in an emergency where delay would cause serious risk of loss or damage, WVWD may have the Defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor in accordance with Section 00 72 13, Article 11.1.E.
- C. Where Defective Work (or damage to other Work resulting therefrom) has been corrected or removed and replaced, the Warranty period hereunder with respect to such Work shall be extended for an additional period of one (1) year after such correction or removal and replacement has been satisfactorily completed.
- D. Contractor's obligations under this Article are in addition to any other obligation or warranty and do not limit WVWD's rights and remedies pursuant to California Code of Civil Procedure sections 337.10 and 337.15. or any other Applicable Law.

ARTICLE 11 -PAYMENTS TO CONTRACTOR AND COMPLETION

- 11.1 Progress Payments. The Progress Schedule will serve as the basis for progress payments and will be incorporated into a form of Application. Progress payments on account of Unit Price Work will be based on the number of units completed.
- A. Applications for Payments.
1. By the twenty-fifth (25th) day of each month Contractor shall submit to WVWD's Representative for review an Application for Payment filled out by Contractor

covering the Work completed as of the date of the Application for Payment and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that WVWD has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect WVWD 's interest therein, all of which must be satisfactory to WVWD.

2. The amount of retainage with respect to progress payments will be as set forth in the Special Conditions.

B. Review of Applications.

1. WVWD's Representative will either indicate in writing a recommendation of payment to WVWD or return the Application for Payment to Contractor indicating in writing WVWD's Representative's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application for Payment.
2. By recommending any such payment WVWD's Representative will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to WVWD's Representative in the Contract Documents; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by WVWD or entitle WVWD to withhold payment to Contractor.
3. Neither WVWD's Representative's review of Contractor's Work for the purposes of recommending payments nor WVWD's Representative's recommendation of any payment, including final payment, will impose responsibility on WVWD's Representative:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Applicable Laws applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to WVWD free and clear of any Liens.

4. WVWD's Representative may refuse to recommend the whole or any part of any payment due to subsequently discovered evidence or the results of subsequent inspections or tests. WVWD retains the right to revise or revoke any such payment recommendation previously made, to such extent as may be necessary in WVWD's opinion to protect WVWD from loss.

C. Payment Becomes Due.

1. Thirty (30) Days after presentation of an undisputed and properly submitted Application for Payment to WVWD's Representative, and subject to WVWD's Representative's recommendation, subject to the modifications above, the amount recommended will become due, and when due will be paid by WVWD to Contractor.

D. Retention and Securities in Lieu of Retention.

1. Unless Project has been deemed substantially complex as noted in the Notice Inviting Bids or Special Conditions, WVWD will retain five percent (5%) of the amount invoiced in accordance with Applicable Laws.
2. Pursuant to Public Contract Code section 22300, Contractor may substitute securities for any moneys withheld as a retention by WVWD to ensure performance under the Contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with WVWD, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those moneys to Contractor. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor.
 - a. Alternatively, Contractor may request, and WVWD shall make payment of retentions earned directly to the escrow agent selected by the Contractor. At the expense of Contractor, Contractor may direct the investment of the payments into securities and Contractor shall receive the interest earned on the investments upon the same terms provided for in Public Contract Code section 22300 for securities deposited by Contractor. Upon satisfactory completion of the Contract, Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent when WVWD authorizes the escrow agent to release these funds to the Contractor, pursuant to the terms of Public Contract Code section 22300.
3. Securities eligible for investment shall include those listed in Government Code section 16430, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Contractor and WVWD.
4. Contractor shall be the beneficial WVWD of any securities substituted for moneys withheld and shall receive any interest thereon.
5. The escrow agreement shall be in the form of the Escrow Agreement provided as part of the Contract Documents and shall be submitted to WVWD no later than fifteen (15) Days prior to submission of Contractor's first Application for Payment.

E. WVWD's Reduction in Recommended Payment.

1. In addition to reductions recommended by WVWD's Representative, WVWD may refuse to make payment of the full amount recommended by WVWD's Representative because:
 - a. Claims have been made against WVWD on account of Contractor's performance or furnishing of the Work.
 - b. Stop Payment Notices or Liens have been filed in connection with the Work.
 - c. Defective Work not remedied.
 - d. Failure of Contractor to make proper payments to its subcontractors or suppliers.
 - e. Completion of the Contract if there exists a reasonable doubt that the Work can be completed for the unpaid Contract balance.
 - f. Damage to another contractor or third party.
 - g. Amounts which may be due WVWD for claims against Contractor.
 - h. Failure of Contractor to keep the record ("as-built") drawings up to date.
 - i. Failure to provide updates on the construction schedule.
 - j. Site cleanup.
 - k. Failure of the Contractor to comply with requirements of the Contract Documents.
 - l. Liquidated Damages.

Upon completion of the Contract, WVWD will reduce the final Contract Price to reflect costs charged to the Contractor, back charges or payments withheld pursuant to the Contract Documents.

11.2 Contractor's Warranty of Title.

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to WVWD no later than the time of payment free and clear of all Liens.

11.3 Partial Utilization.

- A. WVWD reserves the right to occupy or utilize any portion of the Work at any time before completion, and such occupancy or use shall not constitute acceptance of any part of Work covered by this Contract. This use shall not relieve the Contractor of its responsibilities under the Contract.

11.4 Completion of Asset Register.

- A. Upon 95% completion of the Work, Contractor shall submit a completed Asset Register for all equipment associated with the Project to WVWD's Representative. The Asset Register must be submitted in Excel format. An Asset Register template is attached as Attachment B to the Contract Documents.

11.5 Final Inspection.

- A. Upon written notice from Contractor that the entire Work is complete, WVWD's Representative will promptly make a final inspection with WVWD and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

11.6 Final Acceptance.

- A. After Contractor has, in the opinion of WVWD's Representative, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, marked-up record documents, and other documents required by the Contract Documents, WVWD shall execute and file with the County in which the Project is located a Notice of Completion, constituting final acceptance and completion of the Project, except as may be expressly noted.

11.7 Final Payment.

A. Application for Payment.

1. Upon execution of the Notice of Completion, Contractor may make application for final payment following the procedure for progress payments.
2. The final Application for Payment shall be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance;
 - b. consent of the surety to final payment;
 - c. a fully completed Conditional Waiver and Release on Final Payment (WVWD Form 370).

B. WVWD's Representative's Review of Application and Acceptance.

1. If, on the basis of WVWD's Representative's observation of the Work during construction and final inspection, and WVWD's Representative's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, WVWD's Representative is satisfied that the Work has been completed and Contractor has satisfied all other requirements for final payment,

WVWD's Representative will indicate in writing WVWD's Representative's recommendation of payment and present the Application for Payment to WVWD for payment. Otherwise, WVWD's Representative will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due.

1. Within sixty (60) Days after acceptance of the Work by WVWD, the final payment amount recommended by WVWD's Representative, less any sum WVWD is entitled to set off pursuant to the Contract Documents, will become due and will be paid by WVWD to Contractor.

11.8 Waiver of Claims.

- A. The making and acceptance of final payment will constitute a waiver of all Claims by Contractor against WVWD other than those previously made in accordance with the requirements herein and expressly acknowledged by WVWD in writing as still unsettled.

ARTICLE 12 -SUSPENSION OF WORK AND TERMINATION

12.1 WVWD May Suspend Work.

- A. WVWD may, at its sole option, decide to suspend at any time the performance of all or any portion of the Work by notice in writing to Contractor. Such notice of suspension of Work will designate the amount and type of plant, labor, and equipment to be committed to the Project during the period of suspension. Contractor shall use its best efforts to utilize its plant, labor, and equipment in such a manner as to minimize costs associated with suspension.
- B. Upon receipt of any such notice, Contractor shall, unless the notice requires otherwise:
 1. Immediately discontinue Work on the date and to the extent specified in the notice;
 2. Place no further orders or subcontracts for material, services, or facilities with respect to suspended Work other than to the extent required in the notice;
 3. Promptly make every reasonable effort to obtain suspension upon terms satisfactory to WVWD's Representative of all orders, subcontracts, and rental agreements to the extent they relate to performance of Work suspended; and
 4. Continue to protect and maintain the Work including those portions on which Work has been suspended.
- C. Should such suspension cause a delay to the Project critical path, the Contractor shall be granted an adjustment in the Contract Price based on the Reverse Liquidated Damages clause contained in the Special Conditions and an extension of the Contract Times equal to the number of days the critical path was impacted when the performance of Work is suspended as full and complete compensation for such

suspension; provided, however, that no adjustment of Contract Price or extension of Contract Times shall be granted if the suspension results from Contractor's non-compliance with the requirements of the Contract.

- D. If the Contract Schedule of Pay Items includes a Schedule B bid item requiring the Contractor to provide a lump sum bid price for mobilization and demobilization and WVWD exercises its option to suspend the Project and directs the Contractor to demobilize, Contractor will be paid the lump sum demobilization bid item provided by the Contractor in Schedule B of the Bid Form. If, within one year of demobilization, WVWD directs the Contractor to remobilize, Contractor will be paid the lump sum remobilization bid item provided by the Contractor in Schedule B of the Bid Form.

12.2 WVWD May Terminate for Cause.

- A. WVWD may, without prejudice to any other right or remedy, serve written notice upon Contractor of its intention to terminate this Contract in whole or in part if the Contractor: (i) refuses or fails to prosecute the Work or any part thereof with such diligence as will ensure its completion within the Contract Time; (ii) fails to complete the Work within the required time; (iii) files a bankruptcy petition or is adjudged a bankruptcy; (iv) makes a general assignment for the benefit of its creditors; (v) has a receiver appointed; (vi) refuses or fails to supply enough properly skilled workers or proper materials to complete the Work; (vii) fails to make prompt payment to subcontractors or for material or labor; (viii) disregards Applicable Laws, other requirements or instructions of WVWD; or (ix) violates any of the provisions of the Contract Documents.
- B. The Notice of Default and Intent to Terminate shall state the reasons for termination. Unless within five (5) Days after the service of such notice, Contractor resolves the circumstances giving rise to the Notice of Default to WVWD's satisfaction, or makes arrangements acceptable to WVWD for the required corrective action, WVWD may terminate this Contract. In such case, Contractor shall not be entitled to receive any further payment until the Work has been finished. WVWD may take over and complete the Work by any method it may deem appropriate, including enforcement of the Project Performance Bond. Contractor and its surety shall be liable to WVWD for any excess costs or other damages incurred by WVWD to complete the Work. If WVWD takes over the Work, WVWD may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plant, and other property belonging to the Contractor as may be on the Site.

12.3 WVWD May Terminate for Convenience.

- A. In addition to its right to terminate this Contract for default, WVWD may terminate the Contract, in whole or in part, at any time upon seven (7) Days written notice to Contractor. The Notice of Termination shall specify that the termination is for the convenience of WVWD, the extent of termination, and the effective date of such termination ("Effective Date of Termination").
- B. After receipt of Notice of Termination, and except as directed by WVWD, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this Termination for Convenience clause, immediately proceed with the following obligations:

1. Stop Work as specified in the Notice.
2. Complete any Work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents.
3. Leave the Site and any other property upon which the Contractor was working in a safe and sanitary manner such that it does not pose any threat to the public health or safety.
4. Terminate all subcontracts and purchase orders to the extent that they relate to the portions of the Work terminated.
5. Place no further subcontracts or orders, except as necessary to complete the remaining portion of the Work.

Submit to WVWD, within fifteen (15) Days from the Notice of Termination, all of the documentation called for by the Contract Documents to substantiate all costs incurred by the Contractor for labor, materials and equipment through the Notice of Termination. Any documentation substantiating costs incurred by the Contractor solely as a result of WVWD's exercise of its right to terminate this Contract pursuant to this clause, which costs the Contractor is authorized under the Contract Documents to incur, shall: (i) be submitted to and received by WVWD no later than thirty (30) Days after the Effective Date of the Notice of Termination; (ii) describe the costs incurred with particularity; and (iii) be conspicuously identified as "Termination Costs Occasioned by WVWD's Termination for Convenience."

6. WVWD's total liability to Contractor by reason of the termination shall be limited to the total (without duplication of any items) of:
 - a. The reasonable cost to the Contractor for all Work performed prior to the Effective Date of Termination, including the Work done to secure the Project for termination. Reasonable cost may not exceed the applicable percentage completion values derived from the progress schedule and the Cost Breakdown. Deductions shall be made for cost of materials to be retained by the Contractor, cost of Work defectively performed, amounts realized by sale of materials, and for other appropriate credits or offsets against cost of Work as allowed by the Contract Documents.
 - b. When, in WVWD's opinion, the cost of any item of Work is excessively high due to costs incurred to remedy or replace defective or rejected Work, reasonable cost to be allowed will be the estimated reasonable cost of performing the Work in compliance with requirements of the Contract Documents and excessive actual cost shall be disallowed.
 - c. Any Work required by the Termination for Convenience that is not included in Contract Documents will be negotiated pursuant to the Contract Change Order provisions.
 - d. Reasonable costs to the Contractor of handling material returned to vendors, delivered to WVWD or otherwise disposed of as directed by WVWD.

- e. A reasonable allowance for the Contractor's internal administrative costs in preparing termination claim.
 - f. Reasonable demobilization costs, and reasonable payments made to Subcontractors or suppliers on account of termination.
7. In no event shall WVWD be liable for unreasonable costs incurred by the Contractor or subcontractors after receipt of a Notice of Termination. Such non-recoverable costs include, but are not limited to, the cost of or anticipated profits on Work not performed as of the date of termination, post-termination employee salaries, unreasonable post-termination administrative expenses, post-termination overhead or unabsorbed overhead, surety costs of any type, costs of preparing and submitting the Contractor's termination claim, attorney fees of any type, and all other costs relating to prosecution of a claim or lawsuit.
8. WVWD shall have no obligation to pay the Contractor under this Article unless and until the Contractor provides WVWD with updated and acceptable as-builts and Record Documents for Work completed prior to termination as required by the Contract Documents.
9. In arriving at the amount due the Contractor under this clause there shall be deducted in whole, or in the appropriate part(s) if the termination is partial:
- a. All unliquidated advances or other payments on account previously made to the Contractor, including without limitation all payments which are applicable to the terminated portion of the Contract Documents,
 - b. Any claim WVWD may have against the Contractor in connection with the Work or any amounts that may be withheld in accordance with the Contract Documents, and
 - c. The agreed price for, or proceeds of sale of, any materials, supplies, or other things kept by the Contractor and not otherwise recovered by or credited to WVWD.

These provisions are in addition to and not in limitation of any other rights or remedies available to WVWD.

Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss or consequential damages arising out of or resulting from such termination

10. Notwithstanding any other provision of this Article, when immediate action is necessary to protect life and safety or to reduce significant exposure or liability, WVWD may immediately order Contractor to cease Work until such safety or liability issues are addressed to the satisfaction of WVWD or the Contract is terminated.
11. If WVWD terminates Contractor for cause, and if it is later determined that the termination was wrongful, such default termination shall automatically be converted to and treated as a termination for convenience. In such event,

Contractor shall be entitled to receive only the amounts payable under this section, and Contractor specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits.

ARTICLE 13 -CLAIMS, DISPUTE AVOIDANCE AND RESOLUTION

13.1 Initiating Claims.

- A. All Claims, except those waived pursuant to the Contract Documents, shall be referred to WVWD's Representative for decision. A decision by WVWD's Representative shall be required as a condition precedent to any exercise Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Applicable Laws in respect of such Claims.
- B. Written notice stating the general nature of each Claim shall be delivered by the claimant to WVWD's Representative promptly (but in no event later than fifteen (15) Days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the Contractor. A Claim for an adjustment in Contract Price and/or the Contract Times shall be prepared in accordance with the Contract Documents. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event.
- C. WVWD's Representative will review each Claim and take one of the following actions in writing:
 - 1. Deny the Claim in whole or in part;
 - 2. Approve the Claim; or
- D. In the event that WVWD's Representative does not take action on a Claim within thirty (30) Days after the receipt of a proper and complete Claim, the Claim shall be deemed denied.
- E. WVWD's Representative's written action will be final and binding upon WVWD and Contractor, unless WVWD or Contractor invoke the dispute resolution procedure set forth below.
- F. No Claim for an adjustment in the Contract Price or the Contract Times will be valid if not submitted in accordance with this Article and failure to comply with this Article constitutes a waiver of Contractor's Claims.

13.2 Intent.

- A. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

13.3 Claims.

- A. For purposes of this Section, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with the terms of this Contract has been denied by WVWD, 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 WVWD. Claims governed by this Section 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 change order procedures contained herein, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than the date of final payment. The claim shall be submitted in writing to WVWD 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 in this Section 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.

13.4 Supporting Documentation.

- A. The Contractor shall submit all claims in the following format:
1. Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made.
 2. List of documents relating to claim:
 - a. Specifications
 - b. Drawings
 - c. Clarifications (Requests for Information)
 - d. Schedules
 - e. Other
 3. Chronology of events and correspondence
 4. Analysis of claim merit
 5. Analysis of claim cost
 6. Time impact analysis in CPM format

13.5 WVWD's Response.

- A. Upon receipt of a claim pursuant to this Section, WVWD 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 WVWD issues its written statement.

1. If WVWD needs 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 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, WVWD shall have up to three days following the next duly publicly noticed meeting of the 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.
2. Within 30 days of receipt of a claim, WVWD may request in writing additional documentation supporting the claim or relating to defenses or claims WVWD 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 WVWD and the Contractor.
3. WVWD's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than \$50,000, 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.

13.6 Meet and Confer Process.

- A. If the Contractor disputes WVWD's written response, or WVWD fails to respond within the time prescribed, the Contractor may so notify WVWD, in writing, either within 15 days of receipt of WVWD's response or within 15 days of WVWD's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, WVWD shall schedule a meet and confer conference within 30 days for settlement of the dispute.

13.7 Mediation.

- A. 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, WVWD 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 WVWD issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with WVWD and the Contractor sharing the associated costs equally. WVWD 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.
 1. 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.

2. For purposes of this section, 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 section.
3. Unless otherwise agreed to by WVWD and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.
4. The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed..

13.8 Procedures After Mediation.

- A. If following the mediation, the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits its written Claim until the completion of the Meet and Confer process.
- B. Except as provided herein, nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

13.9 Government Code Claims.

- A. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against WVWD. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against WVWD. A Government Code claim must be filed no earlier than the date the work is completed or the date the Contractor last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.

13.10 Non-Waiver.

A. WVWD’s failure to respond to a claim from the Contractor within the time periods described in this Section or to otherwise meet the time requirements of this Section shall result in the claim being deemed rejected in its entirety. WVWD’s failure to respond shall not waive WVWD’s rights to any subsequent procedures for the resolution of disputed claims.

13.11 Duty to Continue Performance.

A. Unless provided to the contrary in the Contract Documents, Contractor shall continue to perform the Work and WVWD shall continue to satisfy its payment obligations to Contractor, pending the final resolution of any dispute or disagreement between Contractor and WVWD.

ARTICLE 14 -MISCELLANEOUS

14.1 Giving Notice.

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended; or
2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

14.2 Limitations on WVWD’s Responsibilities.

A. WVWD shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor’s means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Applicable Laws applicable to the performance of the Work. WVWD will not be responsible for Contractor’s failure to perform the Work in accordance with the Contract Documents.

14.3 Cumulative Remedies.

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Applicable Laws, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Section will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

14.4 Survival of Obligations.

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

14.5 Controlling Law.

- A. Notwithstanding any subcontract or other contract with any Subcontractor, Supplier, or other person or organization performing any part of the Work, this Contract shall be governed by the law of the State of California excluding any choice of law provisions.

14.6 Jurisdiction; Venue.

- A. Contractor and any Subcontractor, Supplier, or other person or organization performing any part of the Work agree that any action or suits at law or in equity arising out of or related to the bidding, award, or performance of the Work shall be maintained in the Superior Court of Riverside County, California, and expressly consent to the jurisdiction of said court, regardless of residence or domicile, and agree that said court shall be a proper venue for any such action.

14.7 Headings.

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

14.8 Right to Audit.

- A. Contractor shall make available to WVWD for auditing, all relevant accounting records and documents, and other financial data, and upon request, shall submit true copies of requested records to WVWD.
- B. If Contractor submits a Change Order Request, a Request for Proposal, or a Claim to WVWD, WVWD shall have the right to audit Contractor's books, records, documents, and other evidence to the extent they are relevant.
- C. The right to audit shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which the Claim has been submitted, including but not limited to job cost reports, estimates, bids, bid papers, documents of other work administered by the Contractor's home office, and any and all other documentation relied upon by the Contractor to obtain this Contract. WVWD shall have the right to make and take copies of any records examined.
- D. The right to audit shall include the right to inspect Contractor's plans, or such parts thereof, as may be or have been engaged in the performance of the Work.

- E. Contractor further agrees that the right to audit encompasses all subcontracts and is binding upon Subcontractors.
- F. The right to audit provided herein shall be exercisable through such representatives as WVWD deems desirable during Contractor's normal business hours at Contractor's office.
- G. In accordance with Government Code section 8546.7, records of both WVWD and the Contractor shall be subject to examination and audit by the State Auditor General for a period of three (3) years after final payment. Contractor shall make available to WVWD any of the Contractor's other documents related to the Work immediately upon request of WVWD. In addition to the State Auditor's rights described above, WVWD shall have the right to examine and audit all books, estimates, records, contracts, documents, bid documents, subcontracts, and other data of the Contractor (including electronic records, computations and projections) related to negotiating, pricing, or performing the Work in order to evaluate the accuracy and completeness of the cost or pricing data, for a period of four (4) years after final payment.

14.9 Assignment.

- A. Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of this Contract or any part thereof including any claims, without prior written consent of WVWD. Any assignment without the written consent of WVWD shall be void. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or Material supplied for performance of Work called for under the Contract Documents in favor of all persons, firms, or corporations rendering such services or supplying such Materials to the extent that claims are filed pursuant to the Civil Code, the Code of Civil Procedure or the Government Code.
- B. As set forth in Public Contract Code section 7103.5, in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties.

14.10 All Legal Provisions Included.

- A. Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules and regulations bearing on conduct of work as indicated and specified by their terms. References to specific laws, rules or regulations in this Contract are for reference purposes only, and shall not limit or affect the applicability of provisions not specifically mentioned. If Contractor observes that drawings and specifications are at variance therewith, he shall promptly notify WVWD in writing and any necessary changes shall be adjusted as provided for in this Contract for changes in Work. If Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to WVWD, he shall bear all costs arising therefrom.

- B. Contractor shall be responsible for familiarity with the Americans with Disabilities Act ("ADA") (42 U.S.C. § 12101 et seq.). The Work will be performed in compliance with ADA laws, rules and regulations. Contractor shall comply with the Historic Building Code, including, but not limited to, as it relates to the ADA, whenever applicable.
- C. Contractor acknowledges and understands that, pursuant to Public Contract Code section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code section 2717(b) in order to supply mined material for this Contract.
- D. No WVWD official or representative who is authorized in such capacity and on behalf of WVWD to negotiate, supervise, make, accept, or approve, or to take part in negotiating, supervising, making, accepting or approving any engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the Work, shall be or become directly or indirectly interested financially in the Contract.
- E. All provisions of law required to be inserted in the Contract or Contract Documents pursuant to any Applicable Laws shall be and are inserted herein. If through mistake, neglect, oversight, or otherwise, any such provision is not herein inserted or inserted in improper form, upon the application of either party, the Contract or Contract Documents shall be changed by WVWD, at no increase in Contract Price or extension in Contract Times, so as to strictly comply with the Applicable Laws and without prejudice to the rights of either party hereunder.

14.11 State License Board Notice.

- A. Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

14.12 Air Pollution Control.

- A. Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes. All containers of paint, thinner, curing compound, solvent or liquid asphalt shall be labeled to indicate that the contents fully comply with the applicable material requirements.
- B. Without limiting the foregoing, Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the Air Quality Management District with jurisdiction over the Project and/or California Air Resources Board (CARB). Contractor shall specifically be aware of the application of these limits and requirements to "portable equipment", which definition is considered includes any item of equipment with a fuel-powered engine.

14.13 Noise.

- A. The Contractor shall use only such equipment on the Work and in such state of repair so that the emission of sound therefrom is within the noise tolerance level of that equipment as established by CAL-OSHA.
- B. The Contractor shall comply with the most restrictive of the following: (1) local sound control and noise level rules, regulations and ordinances and (2) the requirements contained in these Contract Documents, including hours of operation requirements. No internal combustion engine shall be operated on the Work without a muffler of the type recommended by the manufacturer. Should any muffler or other control device sustain damage or be determined to be ineffective or defective, the Contractor shall promptly remove the equipment and shall not return that equipment to the Site until the device is repaired or replaced. Noise and vibration level requirements shall apply to all equipment on the jobsite or related to the Work, including but not limited to, trucks, transit mixers or transit equipment that may or may not be owned by the Contractor.

14.14 Change In Name And Nature Of Contractor's Legal Entity.

- A. Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify WVWD in order that proper steps may be taken to have the change reflected on the Contract and all related documents. No change of Contractor's name or nature will affect WVWD's rights under the Contract, including but not limited to the bonds.

14.15 Notice Of Third Party Claims.

- A. Pursuant to Public Contract Code section 9201, WVWD shall provide Contractor with timely notification of the receipt of any third-party claim relating to the Contract.

END GENERAL CONDITIONS



Project Information and Scope of Work Wrought Iron Fence and Gates for Well 30

PROJECT INFORMATION

The West Valley Water District (“District”) is seeking the services of a qualified, experienced and licensed C-13 contractor to furnish all labor, material and equipment, perform and complete all work required for the Wrought Iron Fence and Gates for Well 30 project.

SCOPE OF WORK

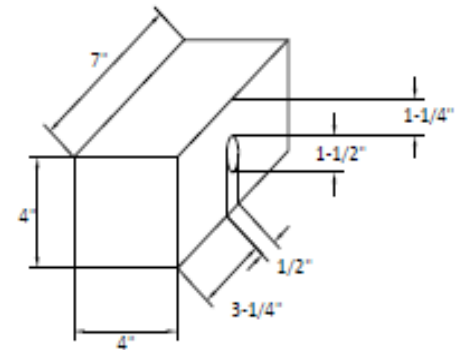
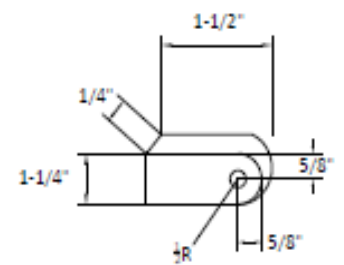
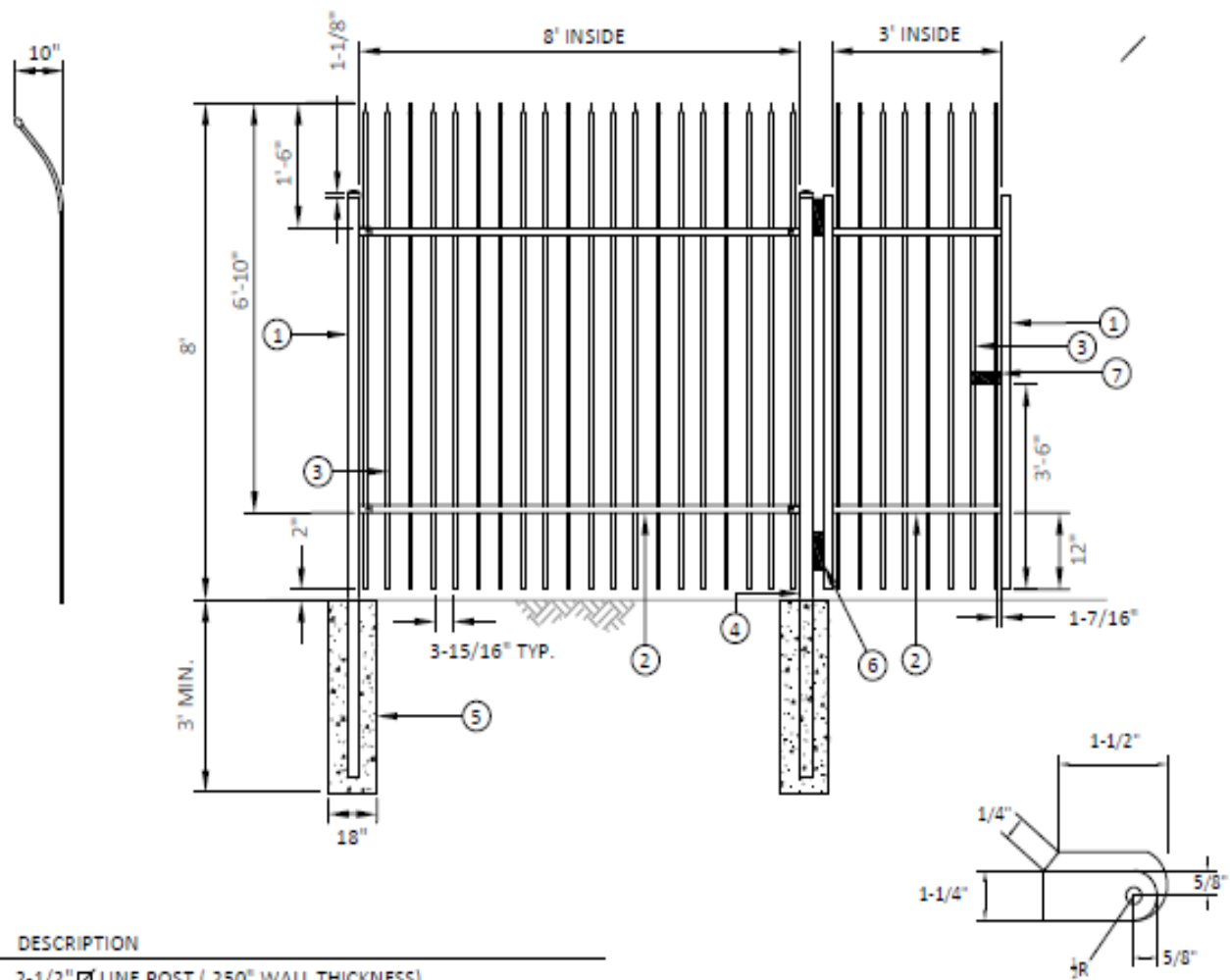
Contractor shall furnish all equipment, labor, and material to remove existing chain link fence, properly and legally dispose of all waste associated with demolishing the existing chain link fence and install new wrought iron fence and associated gates at Well 30.

Well 30 is located approximately at 2015 W. 9th St, San Bernardino, CA 92411 and it’s nearest cross streets are Base Line Rd and University Parkway. See map below:



There will be approximately 1200 linear feet of 8-foot-high wrought iron fence with arched top pickets to be installed and one (1) 8 ft. x 20 ft. wrought iron double swing gate with arched top pickets to match and one (1) 8 ft. x 6 ft wrought iron man gate with arched top pickets to match.

All work must be performed in accordance with the drawings below:

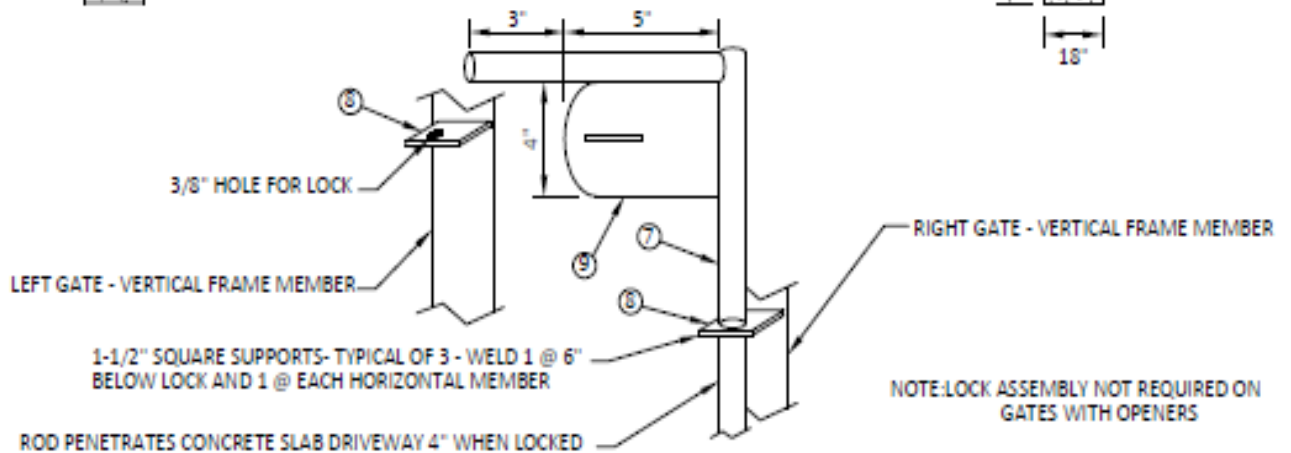
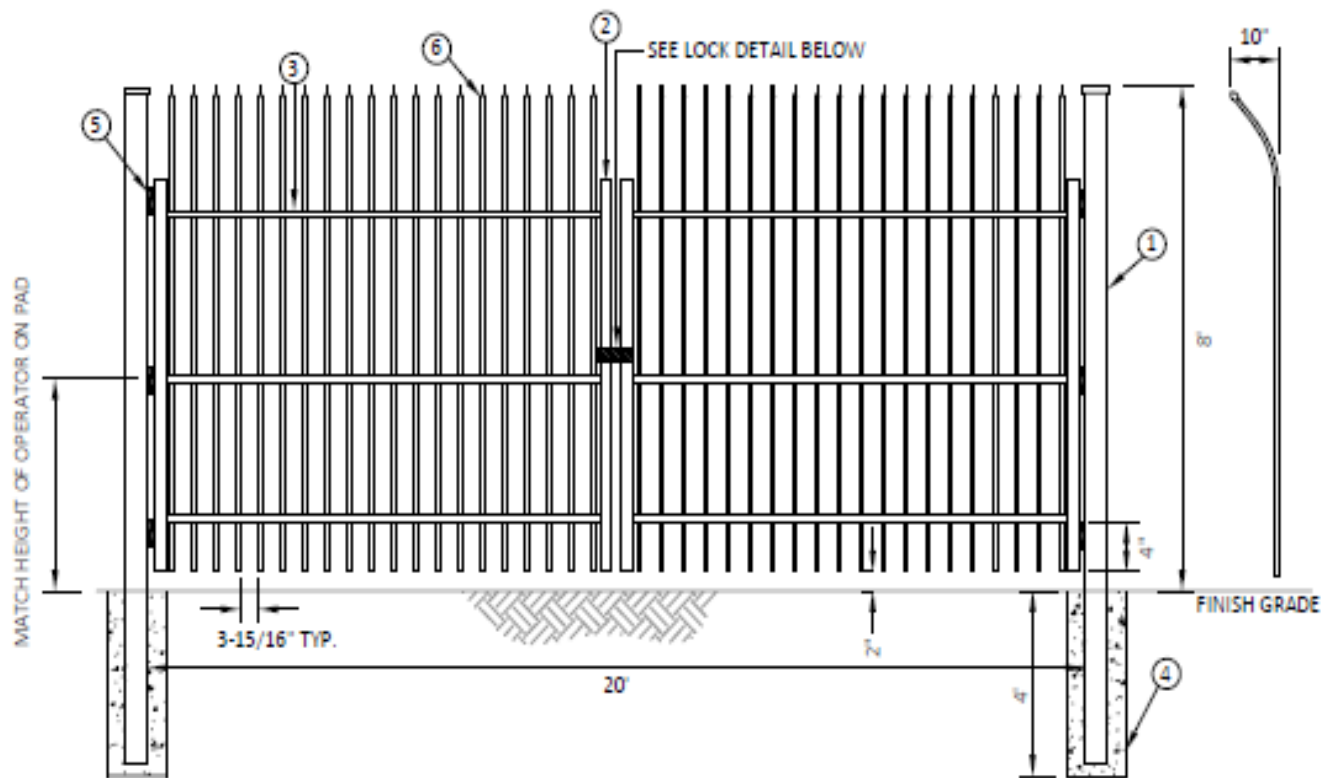


LOCKING DEVICE DETAIL (NTS)

ITEM	DESCRIPTION
①	2-1/2" \square LINE POST (.250" WALL THICKNESS)
②	HORIZONTAL RAIL 1-1/2" SQUARE TUBE (.125" WALL THICKNESS)
③	VERTICAL MEMBERS - 1" \square (.090" WALL THICKNESS) w/SPEAR HEAD
④	4" \square GATE POST (.250" WALL THICKNESS)
⑤	5 SACK CONCRETE (3/4" ROCK)
⑥	6" BARREL HINGE W/ GREASE ZIRK - TYPICAL OF TWO
⑦	SEE LOCKING DEVICE DETAIL
⑧	ALL MATERIAL IS POWDER COATED BLACK

NOTES

1. LOCKING DEVICE BOX TO BE MADE OF 3/16" THICKNESS STEEL



LOCK DETAIL

ITEM	DESCRIPTION
①	DRIVE GATE POST - MINIMUM 4" SQUARE TUBING OR AS DETERMINED BY THE DEPARTMENT (.250" WALL THICKNESS)
②	VERTICAL FRAME MEMBER 1-1/2" SQUARE TUBE (.125" WALL THICKNESS)
③	HORIZONTAL RAIL 1-1/2" SQUARE TUBING (.125" WALL THICKNESS)
④	5 SACK CONCRETE (3/4" ROCK)
⑤	6" BARREL HINGE W/ GREASE ZIRK - 3 PER GATE (1@ EACH HORIZONTAL MEMBER)
⑥	VERTICAL MEMBERS - 1" ∇ (.090" WALL THICKNESS) WITH SPEAR HEAD
⑦	3/4" SOLID ROUND STOCK
⑧	1/4" x 1-1/2" FLAT STEEL PLATE (CUT TO 1-1/2" x 1-1/2")
⑨	1/4" STEEL PLATE
⑩	COATING - ALL MATERIAL IS POWDER COATED BLACK

All work shall conform to all applicable Industry, Federal, State and Local Laws, Codes, Ordinances, OSHA requirements and standards, Dig Alert requirements, and current building code requirements.

Site protection /cleanup: The contractor is responsible for the proper handling of materials to include discard of debris and keeping the work site clean.

Contractor to contact DigAlert and wait for all utilities to mark their lines prior to any digging or excavating of project.

Contractor shall have access to water and will need to put a deposit down for a hydrant meter. Contractor will not be charged water and will be returned full deposit at the completion of the project. Meter must be returned undamaged for full deposit.

Existing chain link posts are to be cut down flush to the ground and filed down of sharpness and the existing footings can be left in place, however the corner posts and footings are to be removed and new footings are to be sized to the new specs. The new wrought iron fence must have its own new footings to match the specs in the bid.

The contractor shall restore all areas and objects that were damaged or disrupted due to construction activities to a condition as good as existing prior to construction.

The contractor shall coordinate all fencing measurements with West Valley Water District staff.

The contractor shall properly and legally dispose of all waste associated with the fencing project.

Exhibit B





STAFF REPORT

DATE: February 10, 2025
TO: Finance Committee
FROM: William Fox, Chief Financial Officer
SUBJECT: Purchase Five (5) New 2025 Ford F-150 XL Trucks

MEETING HISTORY:

N/A

BACKGROUND:

The West Valley Water District ("District") has a fleet of 63 vehicles that are used in the daily course of the District's operations. The Vehicle Use and Fleet Replacement Policy outlines a request and replacement schedule for the fleet based on years of service, mileage and maintenance costs. This Fiscal Year 2024-2025, the Support Services Division determined 5 trucks from the fleet should be replaced to ensure maximum vehicle safety, performance, efficiency, and extended life of the fleet.

DISCUSSION:

Staff researched and located a contract awarded to the State of California that would be in the best interest of the District to "piggyback" from. Piggybacking is a term used when an agency uses an existing procurement contract from another agency as justification and documentation to form their own contract directly with the vendor to purchase the same or substantially similar items or services. Under Section 10 Example 10 of the District's Purchasing/Procurement Policy, piggybacking is permitted as an exception to competitive sourcing, thus not requiring the District to conduct a formal solicitation (RFP or RFB). The State of California's formal solicitation process is substantially similar to that of the District's process and participation by the District is also allowed per the State of California's solicitation documents.

The State of California issued their Request for Proposals (RFP) for Fleet Vehicles (Cars, Trucks and Vans & SUVs) on October 25, 2021 and final proposals were due on January 7, 2022. A three (3) year contract with the option to extend for two (2) additional one (1) year period(s) was requested. Thirteen dealerships throughout California submitted proposals for trucks. In evaluating the proposals, the State of California used a two-envelope approach by evaluating the administrative/technical response and then the cost. The State of California scored for categories including Customer References, Maintenance Plan Price, Cost of Fuel, SMOG Rating and the Vehicle's Purchase Price.

Downtown Ford in Sacramento scored the highest overall in the full-size truck section. The State of California ended up awarding a (3) year contract for trucks to Downtown Ford in Sacramento which began on May 1, 2022. By piggybacking with the State of California agreement, the District has realized savings of \$325.17 per vehicle for a total of \$1,625.85 for the five vehicles. In addition, the vehicle delivery will be in approximately sixteen weeks, which is substantially less than using a local dealership. The District used this same procurement approach when it purchased five trucks for the fleet in fiscal year 2023-2024.

The State of California's solicitation and proposal evaluation documents are attached as **Exhibit A**.

Staff contacted Downtown Ford in Sacramento to obtain pricing for five (5) new 2025 Ford F-150 XL trucks as shown in **Exhibit B**.

FISCAL IMPACT:

The Fiscal Year 2024-2025 Budget contains \$240,000 for Fleet Replacement Work Trucks under Project# W25026. This is sufficient funding for the five trucks being purchased.

REQUESTED ACTION:

Forward a recommendation to the Board of Directors to authorize participating into the State of California contract pricing with Downtown Ford in Sacramento to issue a Purchase Order (PO) for five (5) new 2025 Ford F-150 XL trucks in the amount of \$204,380.01.

Attachments

[Exhibit A - State of California Solicitation and Proposal Evaluation Documents.pdf](#)

[Exhibit B - Downtown Ford Sacramento Quote.pdf](#)

EVALUATION AND SELECTION REPORT

For

RFP Event ID# 0000020793

Fleet Vehicles

April 2022

****Revised September 16, 2022****

Prepared by:
Eugene Shemereko, Procurement Official
Department of General Services
Procurement Division
707 3rd Street, 2nd Floor
West Sacramento, CA 95605

1. SUMMARY

RFP Event ID# 0000020793 solicited proposals from motor vehicle dealerships/Original Equipment Manufacturers (OEMs) qualified to establish a mandatory contract to provide Cars, Trucks, and Vans and Sport Utility Vehicles (SUVs) to the State of California (State) and participating local governmental agencies. The term of the resulting contracts is three (3) years with the option to extend for two (2) additional one (1) year periods or portion thereof.

The RFP included twenty-six (26) line-items in the Cars category, sixty (60) line-items in the Truck category, and forty-three (43) line-items in the Vans & SUVs category. The contracts will be awarded by line item, in each category, to the Bidder with the highest total points. The State will consider additional awards to Bidder's that score within 150 points of the highest score within each line item and are proposing a different model than the highest scoring bidder.

The RFP was conducted using the two-envelope procedure: the first for the administrative and technical response, and the second for cost. The State identified the minimum administrative and technical requirements Bidders were required to meet or exceed on a pass/fail basis. Proposals compliant with those minimum requirements were scored in the following categories:

- Customer References
- Vehicle Purchase price less Cash Discounts
- Maintenance Plan Price (Vehicles below 8500 GVWR)
- Cost of Fuel (Vehicles below 8500 GVWR)
- Green House Gas (GHG) Rating (Vehicles below 8500 GVWR)
- SMOG Rating (Vehicles below 8500 GVWR)

The RFP strictly limited Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) subcontractor participation to clearly define distinct elements of the contract consistent with the definition of the Commercially Useful Function (CUF). This RFP waived the DVBE participation requirements however, the DVBE incentive was included. A DVBE Incentive is to be applied to a qualified bidder's total cost. The incentive amount applied to each bid will vary in conjunction with the percentage of proposed DVBE participation as identified in the table below.

Confirmed DVBE Participation	DVBE Incentive
5% or over	5%
4% to 4.99% inclusive	4%
3% to 3.99% inclusive	3%
2% to 2.99% inclusive	2%

1% to 1.99% inclusive	1%
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The Target Area Contract Preference Act (TACPA) preference was also included.

2. BACKGROUND

RFP Event ID 0000020793 was issued to establish new contracts for Fleet Vehicles which will replace the current Fleet Vehicles contracts established by RFP Event ID# 0000001609.

3. RELEASE OF RFP

On October 25, 2021, Event ID 0000020793 was published on the California State Contracts Register (CSCR). Proposals were due on January 7, 2022, by 5:00pm PT.

Eight (8) addenda were issued and published on the CSCR as follows:

Addendum #	Addendum Action
1	<ul style="list-style-type: none"> • Language changes/clarifications; Cost Workbook changes; Technical Questionnaire changes
2	<ul style="list-style-type: none"> • Language changes/clarifications; Cost Workbook changes; Narrative Response changes; Technical Questionnaire changes
3	<ul style="list-style-type: none"> • Language changes/clarifications; Technical Questionnaire changes
4	<ul style="list-style-type: none"> • Language changes/clarifications
5	<ul style="list-style-type: none"> • Technical Questionnaire changes
6	<ul style="list-style-type: none"> • Cost Workbook changes • Technical Questionnaire changes • Customer Reference Form revision
7	<ul style="list-style-type: none"> • Cost Workbook changes • Technical Questionnaire changes
8	<ul style="list-style-type: none"> • RFP language changes/clarifications

Nine (9) Question and Answer (Q&A) sets were published with a total of sixty-six (66) questions.

BIDDER’S CONFERENCE

DGS/PD conducted a virtual Bidder’s Conference on Microsoft Teams on November 3, 2021. Bidders were advised to submit an initial set of questions prior to the bidders’ conference to be answered during the conference so that

potential bidders had that opportunity to hear detailed responses to their questions.

DRAFT PROPOSALS

Limited Draft Proposal were due on December 3, 2021, by 5:00PM. Draft proposals were limited to a completed Exhibit 6, Technical Questionnaire for the vehicles proposed. Fifteen (15) Draft Proposals were submitted.

CONFIDENTIAL DISCUSSIONS

Confidential Discussions were held on December 16, 2021, and December 17, 2021, with Bidders to discuss any deviations in their Draft Proposal.

FINAL PROPOSALS

Final Proposals were received on time from fourteen (14) Bidders on January 7, 2022. Final proposals were submitted for the line items listed below:

CARS

Bidder	Line Items Bid
Freeway Toyota	16, 20-23
Lithia Nissan	7-8
Ocean Honda	22-23
CA Car Group	12
Watsonville Fleet Group	12
US Fleet Source	7-8, 10-11, 17, 21, 23-24
Winner Chevrolet	12

TRUCKS

Bidder	Line Items Bid
Elk Grove Auto Group	20-27, 30-39, 41, 48-50, 52-53
Sacramento Truck Center	56-60
Freeway Toyota	7-10
Riverview International Trucks	50, 53, 56-58, 60
Lithia Nissan	20-21
Ocean Honda	21
Los Angeles Truck Centers, LLC	57-60
Transwest Truck Center LLC	49-56
CA Car Group	22-25, 32-34, 36-39, 41, 48, 50, 53
Downtown Ford	2, 7-10, 20-29, 32-42, 44-45, 48-56

Bidder	Line Items Bid
Watsonville Fleet Group	2, 7-10, 13, 20-41, 48-58
Bonander Truck & Trailer	58, 60
Winner Chevrolet	7-11, 13, 20-39, 41-43, 48, 50, 53

Vans & SUVs

Bidder	Line Items Bid
Elk Grove Auto Group	1-2, 5-6, 8-9, 11, 15, 21-25, 27, 31-32, 35
Freeway Toyota	1-3, 13-15, 23-25
Lithia Nissan	1-3
Ocean Honda	2, 13
CA Car Group	2-4, 29, 32-33
Downtown Ford	1-3, 5, 8, 13-15, 21-24, 29-32, 35, 38-43
Watsonville Fleet Group	1-4, 12-15, 21-23, 28-33, 35, 38-43
US Fleet Source	1-2, 10, 13, 15
Winner Chevrolet	1-4, 29-30, 32-33

4. EVALUATION

The Evaluation Team consisted of the following individuals:

- Eugene Shemereko – DGS-PD Contract Administrator
- Robb Parkison – DGS-PD Contract Administrator (Backup)
- Benjamin Middleton – DGS-PD Engineer
- Wesley Ratzlaff – DGS-PD EPP Engineer

The Team reviewed all submittals for administrative and technical compliance.

ADMINISTRATIVE

The Evaluation Team evaluated all proposals for administrative compliance. All proposals were administratively compliant.

TECHNICAL

The Evaluation Team evaluated all the line items bid by all fourteen (14) Bidders to determine if the offered vehicles met the technical requirements outlined in Exhibit 5 – Technical Specifications and in the line-item descriptions.

The following Bidders were found to have technical material deviations and therefore were deemed non-compliant for the line items noted:

Bidder	Line Item #	Requirement	Bidder Response/ Material Deviation
Downtown Ford	TRUCKS CLIN 7-10	Exhibit 5 – Technical Specifications – Section 3.1 – General, Vehicles shall be evaluated to ensure they are listed in the proper class in the Fuel Economy Guide that matches the line-item description.	Bidder proposed the Ford Ranger in the Small Pickup line item. This vehicle is classified in the Fuel Economy Guide as a Standard Pickup.
Watsonville Fleet Group	TRUCKS CLIN 7-10	Exhibit 5 – Technical Specifications – Section 3.1 – General, Vehicles shall be evaluated to ensure they are listed in the proper class in the Fuel Economy Guide that matches the line-item description.	Bidder proposed the Ford Ranger in the Small Pickup line item. This vehicle is classified in the Fuel Economy Guide as a Standard Pickup.
Downtown Ford	Vans & SUVs CLIN 24	<p>Exhibit 5 - Technical Specifications - Section 3.1 – General, Vehicles bid must meet or exceed the requirements in the RFP line-item description unless stated otherwise.</p> <p>Line Item Description: Vans & SUVs CLIN 24: Minivan, 7-Passenger, 170 HP, 114 in. WB, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</p>	Bidder proposed the Transit Connect XL which comes with 162 HP.
US Fleet Source	Vans & SUVs CLIN 10	<p>Exhibit 5 - Technical Specifications - Section 3.1 – General, Vehicles bid must meet or exceed the requirements in the RFP line-item description unless stated otherwise.</p> <p>Line Item Description: Vans & SUVs CLIN 10: Small Sport Utility, 2WD, 5-Passenger, 300 RANGE,</p>	Bidder proposed the Hyundai Kona SEL that has a range of 258 miles.

Bidder	Line Item #	Requirement	Bidder Response/ Material Deviation
		ELECTRIC Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	
Freeway Toyota	Vans & SUVs CLIN 1	<p>Exhibit 5 - Technical Specifications - Section 3.1 – General, Vehicles bid must meet or exceed the requirements in the RFP line-item description unless stated otherwise.</p> <p>Line Item Description: Vans & SUVs CLIN 1: Sport Utility, 4x4 or AWD, 5-Passenger, 165 HP, 103 in. WB, 59 cu. ft. Cargo Volume, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</p>	Bidder proposed the Toyota Corolla Cross with 25.2 cu. ft. of cargo volume.
Lithia Nissan	Vans & SUVs CLIN 3	<p>Exhibit 5 - Technical Specifications - Section 3.1 – General, Vehicles bid must meet or exceed the requirements in the RFP line-item description unless stated otherwise.</p> <p>Line Item Description: Vans & SUVs CLIN 3: Sport Utility, 4x4 or AWD, 8-Passenger, 350 HP, 116 in. WB, 94 cu. ft. Cargo Volume, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</p>	Bidder proposed the Nissan Armada with 92.6 cu. ft. of cargo volume.
Elk Grove Auto	Vans & SUVs CLIN 6	<p>Exhibit 5 - Technical Specifications - Section 3.1 - General (Applies to all Vehicles)</p> <p>...Vehicles bid must meet or exceed the requirements in the</p>	Bidder proposed the VW ID.4 with a range of 249 miles.

Bidder	Line Item #	Requirement	Bidder Response/ Material Deviation
		<p>RFP line-item description unless stated otherwise.</p> <p>Line Item Description is as follows:</p> <p>Vans & SUVs CLIN 6:Small Sport Utility, AWD, 5-Passenger, 250 RANGE, ELECTRIC Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</p>	

COST EVALUATION

After completion of the Administrative and Technical evaluations, the cost sections of all remaining compliant proposals were publicly opened on March 17, 2022.

The following Bidders were found to have material deviations in their Cost and therefore were deemed non-compliant for the line items noted:

Bidder	Line Item #	Requirement	Bidder Response/ Material Deviation
Elk Grove Auto	TRUCKS CLIN 30-31 & Vans & SUVs CLIN 31	<p>RFP Section 3.1.6.2 - Maintenance Plan:</p> <p>The Bidder shall offer a maintenance plan covering all regularly scheduled service for a minimum of five (5) years/75,000 miles.</p>	The Bidder offered a maintenance plan for Trucks CLIN 30, CLIN 31, and Vans and SUVs CLIN 31, however, no cost was proposed. Bidder confirmed that they cannot offer the plan at no cost and had to retract their bids for these line items.
Elk Grove Auto	Vans & SUVs CLIN 2	<p>RFP Section 3.2.2 - Pricing:</p> <p>The price quoted on Exhibit 1, Cost Workbook shall be the price per vehicle for the applicable line item for delivery in Sacramento County.</p>	The Bidder made an obvious clerical error on Vans & SUVs CLIN 2 with a bid price of \$2,975.00. The Bidder confirmed that they are unable to sell the vehicle to the state at this price.
Watsonville Fleet Group	Vans & SUVs	RFP Section 3.2.2 - Pricing:	The Bidder informed DGS-PD they made an error in their bid

Bidder	Line Item #	Requirement	Bidder Response/ Material Deviation
	CLIN 3 (Tahoe)	The price quoted on Exhibit 1, Cost Workbook shall be the price per vehicle for the applicable line item for delivery in Sacramento County.	price for this line item after cost was opened. They are not able to provide the vehicle at the proposed price.
Watsonville Fleet Group	Vans & SUVs CLIN 33	<p>RFP Section 3.2.2 - Pricing:</p> <p>The price quoted on Exhibit 1, Cost Workbook shall be the price per vehicle for the applicable line item for delivery in Sacramento County.</p> <p>RFP Section 4.1.3 Required Information:</p> <p>Exhibit 1, Cost Workbook must be filled out completely for each line item that is bid or the proposal may be rejected. Yellow cells are mandatory and must be completed in each worksheet.</p>	The Bidder did not propose a price for Vans & SUVs CLIN 33.
Watsonville Fleet Group	Trucks CLIN 40, 51, and 54	<p>RFP Section 3.2.2 - Pricing:</p> <p>The price quoted on Exhibit 1, Cost Workbook shall be the price per vehicle for the applicable line item for delivery in Sacramento County.</p>	The Bidder informed the state that they made an error on the bid price for Trucks Line Items 40, 51, and 54 and that they cannot sell the vehicles proposed for those line items at that price.

In the Vans and SUVs category, CLIN 24 and CLIN 25 required a gas-powered engine. Bidders were required to meet or exceed the technical specifications of the line item. One Bidder proposed a Hybrid vehicle for these line items, the other Bidders proposed gas vehicles. Technically the Hybrid vehicle exceeds the line-item requirements for both CLINs. However, based on the scoring criteria (mpg, GHG, etc..) it was clear the evaluation of these vehicles was not an apples-to-apples comparison and provided an unfair advantage to the bidder who proposed the hybrid vehicle. Therefore, it was in the best interest of the State to

split the line items into a hybrid vehicle line item and a gas-powered line item. CLIN 24A and CLIN 25A, in the Vans and SUVs category, will represent the hybrid line items which will allow for the different vehicle types to be evaluated and scored fairly.

****On September 15, 2022, Downtown Ford Sales notified the state of a mistake for Vans & SUVs line items 5 and 8. The pricing for the line items was mistakenly swapped and needed to be adjusted to allow for the line items to remain on contract. The pricing was adjusted in Attachment 1 – Evaluation Breakdown and was determined not to affect award. Downtown Ford still has the highest total points for CLIN 5 after adjustment and became the bidder with the highest total points for CLIN 8 after the adjustment. All other compliant bidders for those CLINs remained within the 150-point band. ****

PREFERENCES AND INCENTIVES

Preferences and incentives were available per RFP Section 6.3.1, Preference Calculation.

SMALL BUSINESS (SB) AND DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION

None of the Bidders claimed SB/DVBE participation, therefore, no preference/incentive points were applied.

TACPA

No TACPA preferences were claimed.

5. **AWARD**

Award will be made by line item to the responsive and responsible Bidder with the highest total of points, including all applicable preference points.

The State reserves the right to make additional award(s) to responsive and responsible Bidder(s) if both of the following occur:

- The Bidder's proposal is within 150 points of the highest scored proposal within each line item.
- The additional Bidder represents a different model than the highest scoring Bidder.

SCORING CRITERIA

The bidders were scored in the following categories. The Total Available Points does not include applicable preference and incentive points.

Scoring Category	Total Available Points
Customer References	10
Maintenance Plan Price	5
Cost of Fuel	200
GHG Rating	100
SMOG Rating	100
Vehicle Purchase Price less Cash Discounts (Cost)	600
Total Score	1015

A breakdown of points proposed by Bidder by line item is shown in Attachment 1 – Evaluation Breakdown.

6. EVALUATION SUMMARY

The Team verified the following information:

- Each proposed awardee was determined responsible.
- Each proposed awardee was determined responsive.
- The Bidders were all judged to have bid independently.
- Based on the analysis of the pricing, the pricing is fair and reasonable.
- The proposed awardees meet or exceed the technical requirements.

7. RECOMMENDATION

In accordance with RFP Section 6.4, Selection and Award, the Team recommends the following awards.

CARS

Bidder	Line Item
Freeway Toyota	16, 20, 21, 22, 23
Lithia Nissan	7, 8
Ocean Honda	22, 23
US Fleet Source	10, 11, 17, 21, 23, 24
Winner Chevrolet	12 (Bolt), 12 (Bolt EUV)

TRUCKS

Bidder	Line Item
CA Car Group	22, 23, 34, 38, 41, 48
Downtown Ford	2, 20, 22, 23, 24, 25, 26, 27, 28, 29, 40, 42, 44, 45, 48, 49, 50, 51, 52, 53, 54, 55, 56
Elk Grove Auto	20, 22, 23, 24, 25, 26, 27, 32, 34, 35, 37, 38, 39, 41, 48, 49, 50, 52, 53
Freeway Toyota	7, 8, 9, 10

Lithia Nissan	20
Riverview International	50, 53, 56 (MV), 56 (HV), 57 (MV), 57 (HV)
Sacramento Truck Center	56, 57, 59
Watsonville Fleet Group	13, 32, 34, 35, 37, 38, 39, 40, 41, 51, 54, 57
Winner Chevrolet	7, 8, 9, 10, 11, 20, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 34, 35, 37, 38, 39, 41, 42, 43, 48, 50, 53

VANS & SUVs

Bidder	Line Item
Downtown Ford	3, 5, 8, 31
Elk Grove Auto	5 (Q4 E-tron), 5 (iD4), 8 (Q4 E-tron), 8 (iD4), 9, 11, 22, 23, 24, 25, 27, 35
Freeway Toyota	3, 23, 24A, 25A
Ocean Honda	24
Watsonville Fleet Group	12, 22, 23, 28, 35, 38, 39, 40, 41, 42, 43
Winner Chevrolet	3, 4, 33

For total points and estimated award value please see Attachment 1 – Evaluation Breakdown.

8. NEGOTIATIONS

The State has elected to enter into Negotiations under Public Contract Code 6611(a)(4) for the following category line items:

TRUCKS

Line Item
21
33
36
58
60

VANS & SUVs

Line Item
1
2
13
14
15
21
29
30
32

A supplement to this Evaluation Selection Report will be completed once negotiations are finalized.

NEW! All businesses are encouraged to provide voluntary diversity data information in their Cal eProcure profiles. **Collecting voluntary diversity data is part of California's commitment to diversity, equity and inclusion in the state's supplier base.** Click [HERE](https://fiscal.cdn.prismic.io/fiscal/588158e4-0bb3-4874-8c7b-beb1753d6ca5_DGS+Diversity+Collection+Communication.pdf) (https://fiscal.cdn.prismic.io/fiscal/588158e4-0bb3-4874-8c7b-beb1753d6ca5_DGS+Diversity+Collection+Communication.pdf) for instructions. More information is available on the Statewide Supplier Diversity Program (<https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Statewide-Supplier-Diversity-Program/Statewide-Supplier-Diversity-Program>) page.

Event Details

Event :



0000020793

✉ (mailto:?subject=Sharing Cal eProcure Event&body='I'm sharing a Cal eProcure Event with you, you can view it here: https%3A%2F%2Fcaleprocure.ca.gov%2Fevent%2F77601%2F0000020793')

Fleet Vehicles (Cars, Trucks, and Vans & SUVs)

Details

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Q&A Set #7 added

12/15/2021

Addendum #6 posted

Q&A Set #6 added

12/8/2021

Q&A Set #5 added

11/30/2021

Addendum #5 posted

Q&A Set #4 added

11/29/2021

Addendum #4 posted

11/24/2021

Q&A set #3 added

11/23/21

Addendum #3 posted

11/17/2021

Q&A Set #2 added

Addendum #2 posted

11/05/2021

Q&A Set #1 added

Addendum #1 posted

This Request for Proposal (RFP) solicits proposals from motor vehicle dealerships/Original Equipment Manufacturers (OEMs) qualified to establish a mandatory contract to provide Cars, Trucks, and Vans and Sport Utility Vehicles (SUVs) to the State of California (State) and participating local governmental agencies.

[View Event Package](#)

[View Vendor Ads](#)

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Pre Bid Conference (N/A)

Mandatory: Non Mandatory

Date:

Time:

Location:

Comments:

UNSPSC Codes

UNSPSC Classification	UNSPSC Classification Description
25101500	Passenger motor vehicles
25101600	Product & material transport vehicles
25101503	Passenger motor vehicles - Automobiles or cars
25101504	Passenger motor vehicles - Station wagons
25101505	Passenger motor vehicles - Minivans or vans
25101507	Passenger motor vehicles - Light trucks or sport utility vehicles
25101509	Passenger motor vehicles - Electrically powered vehicle
25101604	Product & material transport vehicles - Delivery trucks
25181601	Automotive chassis - Truck chassis
25181603	Automotive chassis - Cargo truck body

Contractor License Type (N/A)



Service Area (N/A)



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STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES
PROCUREMENT DIVISION
Request for Proposal

****Addendum 8****
Fleet Vehicles
Event ID 0000020793

December 22, 2021

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1. Section 1 – Introduction and Overview

This Request for Proposal (hereafter called the RFP) solicits proposals from motor vehicle dealerships/Original Equipment Manufacturers (OEMs) qualified to establish a mandatory contract to provide Cars, Trucks, and Vans and Sport Utility Vehicles (SUVs) to the State of California (State) and participating local governmental agencies.

1.1 Scope of this Request for Proposal (RFP)

The Scope of this RFP includes Fleet Vehicles as defined in Section 3.1.1, Proposed Products. The State reserves the right to eliminate any specific line item from the final award.

The State intends that the selected Bidder will work in cooperation with the State to furnish quality products at the lowest price available in a timely and efficient manner. The selected Bidder will be the primary point of contact for warehousing, customer service, data collection, reporting and distribution of Fleet Vehicles to the State.

Award will be made by line item to the Bidder who scores the highest number of points. Line items may have multiple awards as described in Section 6.4, Selection and Award.

The term of the contracts resulting from this RFP will be three (3) years. The contracts will also contain options to extend for two (2) additional one (1) year periods or portion thereof. If a mutual agreement cannot be met the contract may be terminated at the end of the current contract term and/or contract extension. All terms and conditions will remain the same for the entire contract period including any extension periods.

The use of these contracts shall be mandatory for all State departments except in cases of emergency as defined in Public Contract Code (PCC), Section 1102.

All vehicles offered must be new and the latest model year **[in current production] *available for order***. Used, shopworn, refurbished, demonstrator, prototype, or discontinued models are not acceptable.

Any contract executed as a result of this RFP may be amended by mutual consent of the State and the Contractor.

1.1.1 Current Contract/Historical Spend

The historical value based on expenditures from the current statewide contracts for Fleet Vehicles is \$125 Million over a two (2) year period.

1.1.2 State and Local Government Participation

The awarded Bidder shall permit local governmental agencies to participate under the resulting contracts.

Local government agencies are defined as “any city, county, city and county, district or other local governmental body or corporation empowered to expend public funds for the acquisition of goods, information technology, or services”, reference PCC Section 10298 (a) (b) and PCC Section 10299 (b). Local governmental agencies shall have the same rights and privileges as the State under the terms of these contracts.

Any local governmental agencies desiring to participate shall be required to submit to the same responsibilities as do State departments and will have no authority to amend, modify or change any condition of these contracts.

Government agencies from other States may only negotiate the specific provisions cited below. If the parties cannot mutually agree, neither party shall be obligated to enter into an agreement:

- Invoicing, delivery, and payment provisions
- Governing law, jurisdiction

1.2 Authority of the RFP and Bidder Admonishment

This RFP is being conducted under the policies developed by the Department of General Services, Procurement Division (DGS-PD) as provided under Public Contract Code (PCC) Section 10300, et seq. This RFP contains the instructions governing the requirements for a proposal to be submitted by interested Bidders. The format in which proposal information is to be submitted, and the material to be included therein. This RFP also addresses the requirements that Bidders must meet to be eligible for consideration, as well as addressing Bidders' responsibilities.

If a bidder expects to be afforded the benefits of the steps included in this RFP, the bidder must take the responsibility to:

- Carefully read the entire RFP.
- Ask appropriate questions in a timely manner if clarification is necessary.
- Submit all required responses, complete to the best of the bidder's ability, by the required dates and times.
- Make sure that all procedures and requirements of the RFP are accurately followed and appropriately addressed.
- Carefully reread the entire RFP before submitting the proposal.

1.3 Availability

Proposed models meeting the mandatory requirements must be available throughout the duration of the contract term, except in accordance with Section 3.1.3, Product Substitutions/Discontinued Items.

1.4 Procurement Official

The Procurement Officials' contact information for this RFP is listed below:

Eugene Shemereko
Procurement Division
Department of General Services
707 Third Street, 2nd Floor
West Sacramento, CA 95605
Telephone: (279) 946-8028
Facsimile: (916) 375-4522
E-mail: Eugene.Shemereko@dgs.ca.gov

Proposal Submittal E-mail: CMU@dgs.ca.gov

All inquiries, questions, and copies of protests must be directed to only this person, unless otherwise identified in this RFP or changed by addendum to this RFP. Proposal submittals shall be sent to the Proposal Submission E-mail address identified above.

The Procurement Official shall be the single point of contact for information related to this RFP. Oral communications directly with procurement officers and employees concerning this RFP are discouraged and shall not be binding to the State. Bidders should only rely on written statements issued by the Procurement Official.

1.5 Key Action Dates

The important dates and times by which actions must be taken or completed are identified in Exhibit 2, Key Action Dates. If the State finds it necessary to change any of these dates, it will be accomplished by an addendum to this RFP. All dates after the Final Proposal submissions are approximate and may be adjusted as conditions indicate without addendum to the RFP.

Unless otherwise indicated, Bidder submissions shall be due by 5:00 p.m. (PT) on the date indicated in Exhibit 2, Key Action Dates.

1.6 Americans with Disabilities Act (ADA)

To meet and carry out compliance with the nondiscrimination requirements of Title II, Americans with Disabilities Act (ADA), it is the policy of the State to make every effort to ensure that its programs, activities, employment opportunities, and services are available to all persons, including persons with disabilities.

For persons with a disability needing reasonable accommodation to participate in the Procurement process, or for persons having questions regarding reasonable accommodation for the Procurement process, please contact the Procurement Division at 916-375-4400 (main office). Procurement Division's TTY/TDD (telephone device for the deaf) and California Relay Service numbers are listed below. You may also directly contact the Procurement Official for this procurement.

IMPORTANT: To ensure that we can meet your accommodation, it is best that we receive your request at least ten (10) working days before the scheduled event (e.g., Bidder conference) or deadline due-date for procurement documents.

The Procurement Division TTY telephone number is:

- Sacramento Office: (916) 376-1891

The California Relay Service Telephone Numbers are:

- Voice: 1-800-735-2922 or 1-888-877-5379
- TTY: 1-800-735-2929 or 1-888-877-5378
- Speech to Speech: 1-800-854-7784

1.7 State of California Environmentally Preferable Purchasing (EPP)

The State of California, DGS-PD is responsible for the implementation of Environmentally Preferable Purchasing (EPP) as mandated by the PCC, Chapter 6, Sections 12400 through 12404. By signing the Agreement Cover Letter, the Bidder is certifying that the products or services offered under this solicitation are in compliance with the Federal Trade Commission's Guidelines for the User of Environmental Marketing Terms, in accordance with PCC Section 12404.

All Vehicles will be scored for the following EPP criteria:

- Air Pollution
- Green House Gas (GHG) Rating
- SMOG Rating
- Service Plan

2. Section 2 – Rules Governing the Procurement Process

Section 2 describes the bidding steps and includes the Bidder's and State's rights and responsibilities for the procurement process. Specific guidelines for the submission of this RFP response are found in Section 5, Proposal Format.

2.1 Identification and Classification of RFP Requirements

2.1.1 Requirements

The State has established certain requirements with respect to proposals to be submitted by prospective contractors. The use of "shall," "must," or "will" (except to indicate simple futurity) in the RFP indicates a requirement or condition which is mandatory. A deviation, if not material, may be waived by the State. A deviation from a requirement is material if the deficient response is not in substantial accord with the RFP requirements, provides an advantage to one Bidder over other Bidders, or has a potentially significant effect on the delivery, quantity or quality of items bid, amount paid to the supplier, or on the cost to the State. Material deviations cannot be waived.

2.1.2 Desirable Items

The words "should" or "may" in the RFP indicate desirable attributes or conditions but are non-mandatory in nature. Deviation from, or omission of, such a desirable feature, even if material, will not in itself cause rejection of the proposal.

2.1.3 Mandatory Requirements

All items within this RFP labeled mandatory (M) are non-negotiable. A Pass/Fail evaluation will be utilized for all mandatory requirements in this RFP. Bidder's signature on the form in Section 2.3.4.5, Signature of Proposal and submission of proposal response will be considered as Bidder's agreement to all mandatory RFP requirements.

2.1.4 Non-Mandatory Requirements

This RFP may include both preference programs and product/contract performance items identified as non-mandatory (NM) requirements. Bidders are not required to comply with these requirements to be compliant with the RFP. However, if a Bidder applies for a preference, the Bidder must meet the applicable preference requirements and provide the requested preference documentation as outlined within the section requirement.

2.1.5 Scored Requirements

This RFP includes mandatory scored (MS) requirements. Mandatory scored requirements are non-negotiable and will achieve points as identified in Exhibit 7, Vehicle Procurement Evaluation Methodology if the requirement is met.

2.1.6 Narrative Responses

This RFP includes some items that require a narrative response. Those items have been listed on Exhibit 3, Narrative Response. Bidders are to input narrative responses on the exhibit only and only for the items requested. If necessary, Bidders may add attachments to the exhibit to further explain their response. Bidders shall not input narrative responses within the proposal document, nor should narrative responses be included for items the State did not list on Exhibit 3, Narrative Response.

2.2 Bidding Requirements and Conditions

2.2.1 General

This RFP, the evaluation of responses, and the award of any resultant contract shall be made in conformance with current competitive bidding procedures as they relate to the procurement of Information Technology goods and services by public bodies in the State of California. A Bidder's Final Proposal is an irrevocable offer for 90 days following the scheduled date for Submission of Final Proposals in Exhibit 2, Key Action Dates. A Bidder may extend the offer in the event of a delay of contract award.

2.2.2 RFP Documents

This RFP includes, in addition to an explanation of the State's needs which must be met, instructions which prescribe the format and content of proposals to be submitted and the model of the contract to be executed between the State and the successful Bidder. If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the Bidder shall immediately notify the Procurement Official in accordance with Section 1.4, Procurement Official, of such error in writing and request clarification or modification of the document. If necessary, modifications will be made by addenda issued pursuant to Section 2.2.8, Addenda.

If the RFP contains an error known to the Bidder, or an error that reasonably should have been known, the Bidder shall bid at its own risk. If the Bidder fails to notify the State of the error prior to the date fixed for submission of proposals, and is awarded the contract, the Bidder shall not be entitled to additional compensation or time by reason of the error or its later correction.

2.2.3 Examination of the Work

The Bidder should carefully examine the entire RFP and any addenda to fully understand the requirements of the solicitation and resulting contract.

2.2.4 Questions Regarding the RFP

Bidders requiring clarification of the intent or content of this RFP or on procedural matters regarding the competitive bid process may request clarification by submitting questions, in an email or envelope clearly referencing subject solicitation, to the Procurement Official listed in Section 1.4, Procurement Official. To ensure a response, questions must be received in writing by the scheduled date given in Exhibit 2, Key Action Dates.

Question and answer sets will be provided to all Bidders without identifying the submitters. Any questions submitted should be crafted without revealing the name of the requestor. At the sole discretion of the State, questions may be paraphrased by the State for clarity. Oral answers shall not be binding on the State.

A Bidder who desires clarification or further information on the content of the RFP, but whose questions relate to the proprietary aspect of that Bidder's proposal and which, if disclosed to other Bidders, would expose that Bidder's proposal, may submit such questions in the same manner as above, but also marked "CONFIDENTIAL," and not later than the scheduled date

specified in Exhibit 2, Key Action Dates, to ensure a response. The Bidder must explain why any questions are sensitive in nature.

If the State concurs that the disclosure of the question or answer would expose the proprietary nature of the proposal, the question will be answered, and both the question and answer will be kept in confidence. If the State does not concur with the proprietary aspect of the question, the question will not be answered in this manner and the Bidder will be so notified.

2.2.5 Request to Change the Requirements of the RFP

If the Bidder believes that one or more of the RFP requirements is onerous, unfair, or imposes unnecessary constraints to the Bidder in proposing less costly or alternate solutions, the Bidder may request a change to the RFP by submitting, in writing, the recommended change and the facts substantiating this belief and reasons for making the recommended change. Such request must be submitted to the Procurement Official by the date specified in Exhibit 2, Key Action Dates.

Failure by any Bidder to raise any concern related to the solicitation requirements or a failure of a referenced internet link by the relevant Key Action Date will be deemed a waiver of any claim regarding the contract award relating to the solicitation requirements.

2.2.6 Bidders' Conference

A Bidders' Conference will be held, during which suppliers will be afforded the opportunity to meet with State personnel and discuss the content of the RFP and the procurement process. Suppliers are encouraged to attend the Bidders' Conference. The time, date, and place of such conference are included in Exhibit 2, Key Action Dates.

The State may accept oral questions during the conference and will make a reasonable attempt to provide answers prior to the conclusion of the conference. Questions and appropriate answers discussed during the conference will normally be published within approximately ten (10) working days. If questions asked at the conference cannot be adequately answered during the discussion, answers will be provided with a published question and answer set. Oral answers shall not be binding on the State.

2.2.7 Supplier's Intention to Submit a Proposal

Suppliers who want to participate in the bidding process are asked to state their intention by submitting an email to the Procurement Official by the date specified in Exhibit 2, Key Action Dates, with the following elements:

- Company Name and address
- Contact name, email, and phone number

Bidders that submit their intention to submit a proposal will be placed on a notification list to receive email notifications of any changes or clarifications to any part of the RFP. Interested parties who do not intend to bid but would like to receive notifications for this procurement should submit a request to be added to the notification list. All addenda, Question and Answer

Sets, and Requests for Change will be published on the eProcurement California State Contracts Register.

2.2.8 Addenda

The State may modify the RFP prior to the date fixed for Contract Award by issuance of an addendum. Addenda will be numbered consecutively. In the event that the solicitation is revised by an addendum, the Bidder is required to meet all requirements of the most current addendum, including using any updated forms. If any supplier determines that an addendum unnecessarily restricts its ability to bid, the supplier is allowed to ask a question or submit a request to change to the requirements according to the instructions contained in Section 2.2.4, Questions Regarding the RFP, and Section 2.2.5, Request to Change the Requirements of the RFP.

2.2.9 Discounts

In connection with any discount offered, except when provision is made for a testing period preceding acceptance by the State, time will be computed from date of delivery of the supplies or equipment as specified, or from date correct invoices are received in the office specified by the State if the latter date is later than the date of delivery. When provision is made for a testing period preceding acceptance by the State, date of delivery shall mean the date the supplies or equipment are accepted by the State during the specified testing period. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the State warrant or check.

2.2.10 Joint Proposals

Joint proposals are not acceptable for this solicitation.

2.3 Proposal Process

2.3.1 General

The procurement process to be used in this acquisition consists of multiple steps. Refer to Exhibit 2, Key Action Dates, to determine which steps are included in this RFP.

The Final Proposal is a mandatory step for all Bidders; all other steps are optional. However, all Bidders are strongly encouraged to follow the scheduled steps of this procurement to increase the chance of submitting a compliant Final Proposal. Costs submitted in any submission other than the Final Proposal may preclude the Bidder from continuing in the process.

2.3.2 Final Proposals

The State desires to obtain proposals that are responsive in every respect. Final Proposals must be complete with all required cost information, signatures, forms, and documentation.

2.3.2.1 Draft Proposal

A "limited" Draft Proposal step is included in this RFP. Submission of a Draft Proposal is strongly recommended so that the Bidder may minimize the risk that the Final Proposal will be deemed non-compliant. Bidders shall provide a completed Exhibit 6, Technical

Questionnaire. The draft proposal must be submitted by the date and time specified in Exhibit 2, Key Action Dates. Bidders shall limit their draft proposals to this information only.

For Draft Proposals that are evaluated, the Bidder will be notified via email of any defects the State has noted. Draft Proposals received late may be reviewed if the Procurement Official believes there is enough time and resources to do so. Notifying the Bidder of defects is intended to minimize the risk that the Final Proposal will be deemed non-compliant; however, the State will not provide any warranty that the Draft Proposal will be evaluated even if accepted for review, or that any or all defects in the Draft Proposal have been detected. Notification of defects in the Draft Proposal will not preclude rejection of the Final Proposal, if undiscovered defects contained in the Draft Proposal are later found in the Final Proposal.

The State may conduct confidential discussions with Bidders submitting Draft Proposals that have been reviewed by the State. At the confidential discussion, the State will identify areas of the Bidder's Draft Proposal that may not be fully compliant with the requirements of the RFP and areas that are confusing to the State Evaluation Team. Oral statements made by either party during confidential discussions shall not be binding.

2.3.3 Public Record

Final proposals are public upon posting of Notice of Intent to Award. Bidders should be aware that marking a document "confidential" or "proprietary" in a final will not keep that document from being released after notice of intent to award as part of the public record, in accordance with the California Public Records act. This act requires inspection or disclosure of governmental records to the public upon request unless exempted by law or a court has ordered the State not to release the document.

2.3.4 Submission of Proposals

The instructions contained herein apply to the Final Proposal. They also apply to the Draft Proposal, except as noted.

2.3.4.1 Preparation

Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

Before submitting each document, the Bidder should carefully proof it for errors and adherence to the RFP requirements.

2.3.4.2 Bidder's Cost

Costs for developing proposals are entirely the responsibility of the Bidder and shall not be chargeable to the State.

2.3.4.3 Completion of Proposals

Proposals must be complete in all respects in accordance with Section 5, Proposal Format. A Final Proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. A Final Proposal must be rejected if any such defect or irregularity constitutes a material deviation from the RFP requirements. The Final Proposal must contain all costs required by the RFP in accordance with Section 4, Cost, and Section 5, Proposal Format, setting forth a unit price and total price for each unit price item, and a total price for each lump sum price item in the schedule, all in clearly legible figures. If required in Section 5, Proposal Format, cost data must be submitted under separate cover.

2.3.4.4 False or Misleading Statements

Proposals which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Bidder, may be rejected. If, in the opinion of the State, such information was intended to mislead the State in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this RFP, it will be the basis for rejection of the proposal.

2.3.4.5 Signature of Proposal

All Bidders must complete the [Agreement Cover Letter \(https://www.dgs.ca.gov/-/media/1DCB49CFFD9642C4ADD9FCEDAB5C1D95.ashx\)](https://www.dgs.ca.gov/-/media/1DCB49CFFD9642C4ADD9FCEDAB5C1D95.ashx) and include it with the proposal. The Agreement Cover Letter (which shall be considered an integral part of the Final Proposal) shall be signed by an individual who is authorized to bind the bidding firm contractually. An unsigned Final Proposal shall be rejected.

2.3.4.6 Delivery of Proposals

Final Proposals must be submitted no later than the date and time specified in Exhibit 2, Key Action Dates. Proposals must be received by the Department of General Services on or before the specified date and time. Bidders are required to deliver proposals as required in Section 5, Proposal Format. Bidders should set up their email to receive a delivered receipt when submitting the electronic proposal.

Final Proposals not received by the date and time specified in Exhibit 2, Key Action Dates will be rejected.

In accordance with Section 5, Proposal Format, cost data must be in a separate attachment and clearly labeled. If cost data is not submitted in this manner, the proposal may be rejected. Proposals submitted under improperly labeled documents may be rejected.

2.3.4.7 Withdrawal and Resubmission/Modification of Proposals

A Bidder may withdraw its Final Proposal at any time prior to the proposal submission date and time specified in accordance with Exhibit 2, Key Action Dates, by submitting via email a written notification of withdrawal signed by the Bidder authorized in accordance with Section 2.3.4.5, Signature of Proposal. The Bidder may thereafter submit a new or modified proposal prior to such proposal submission date and time. Modification offered in any other manner, oral or written, will not be considered. Other than as allowed by law,

Final Proposals cannot be changed or withdrawn after the date and time designated for receipt, except as provided in accordance with Section 2.3.6.3, Errors in the Final Proposals.

2.3.5 Rejection of Proposals

The State may reject any or all proposals and may waive any immaterial deviation or defect in a proposal. The State's waiver of any immaterial deviation or defect shall in no way modify the RFP documents or excuse the Bidder from full compliance with the RFP specifications if awarded the contract.

2.3.6 Evaluation and Selection Process

2.3.6.1 General

Proposals will be evaluated in accordance with Section 6, Evaluation.

2.3.6.2 Evaluation Questions

During the evaluation and selection process, the State may desire the presence of a Bidder's representative for answering specific questions, orally and/or in writing. During the evaluation of Final Proposals, the State may ask the Bidder to clarify their submitted information but will not allow the Bidder to change their proposal.

2.3.6.3 Errors in the Final Proposals

An error in the Final Proposal may cause the rejection of that proposal; however, the State may at its sole option retain the proposal and make certain corrections.

In determining if a correction will be made, the State will consider the conformance of the proposal to the format and content required by the RFP, and any unusual complexity of the format and content required by the RFP.

If the Bidder's intent is clearly established based on review of the complete Final Proposal submittal, the State may at its sole option correct an error based on that established intent.

If hard copies are submitted and there is a discrepancy between the Master copy and the additional copies, the Master copy shall have priority over the additional copies.

The State may at its sole option correct obvious clerical errors, arithmetic errors, and discrepancies. If necessary, the cost extensions and summary will be recomputed accordingly, if obviously misstated. If the unit price is ambiguous, unintelligible, uncertain for any cause, or is omitted, it shall be the amount obtained by dividing the extended total price by the quantity of the item.

The State may at its sole option correct errors of omission, and in the following four (4) situations, the State will take the indicated actions if the Bidder's intent is not clearly established by the complete proposal.

1. If an item is described in the narrative and omitted from the contract and cost data provided in the proposal for evaluation purposes, it will be interpreted to mean that the item will be provided by the Bidder at no cost.
2. If a minor item is not mentioned at all in the Final Proposal and is essential to satisfactory performance, the proposal will be interpreted to mean that the item will be provided at no cost.
3. If a major item is not mentioned at all in the Final Proposal, the proposal will be interpreted to mean that the Bidder does not intend to supply that item.
4. If a major item is omitted, and the omission is not discovered until after contract award, the Bidder shall be required to supply that item at no cost.

The determination of whether an item is minor or major is the responsibility of the State.

If a Bidder does not follow the instructions for computing costs not related to the contract (e.g., State personnel costs), the State may reject the proposal, or at its sole option, re-compute such costs based on instructions contained in the RFP.

If the re-computations or interpretations, as applied in accordance with this section, result in significant changes in the amount of money to be paid to the Bidder (if awarded the contract) or in a requirement of the Bidder to supply a major item at no cost, the Bidder will be given the opportunity to promptly establish the grounds legally justifying relief from its proposal.

IT IS ABSOLUTELY ESSENTIAL THAT BIDDERS CAREFULLY REVIEW THE COST ELEMENTS IN THEIR FINAL PROPOSAL, SINCE THEY WILL NOT HAVE THE OPTION TO CORRECT ERRORS AFTER THE TIME FOR SUBMITTAL.

At the State's sole discretion, it may declare the Final Proposal to be a Draft Proposal if the State determines that Final Proposals from all Bidders contain material deviations. Bidders may not protest the State's determination that all proposals have material deviations. If all proposals are declared noncompliant, the State may issue an addendum to the RFP. Should this occur, confidential discussions will be held with Bidders who are interested in continuing to be considered. Each Bidder will be notified of the due date for the submission of a new Final Proposal to the State. This submission must conform to the requirements of the original RFP as amended by any subsequent addenda. The new Final Proposals will be evaluated in accordance with Section 6, Evaluation.

2.3.7 Award of Contract

Award of contract, if made, will be in accordance with Section 6, Evaluation, to a responsible Bidder whose Final Proposal complies with all the requirements of the RFP documents and any addenda thereto, except for such immaterial defects as may be waived by the State.

The State reserves the right to determine the successful Bidder either on the basis of individual items or on the basis of all items included in its RFP, unless otherwise expressly provided in the State's RFP. The State reserves the right to modify or cancel in whole or in part its RFP.

2.3.8 Debriefing

A debriefing may be held after contract award at the request of any Bidder for the purpose of receiving specific information concerning the evaluation. The discussion will be based primarily on the technical and cost evaluations of the Bidder's Final Proposal. A debriefing is not the forum to challenge the RFP specifications or requirements.

2.4 Contractual Information

2.4.1 Contract Provisions

The State has model contract provisions to be used by State agencies when contracting for non-IT goods and services. The model contract provisions appropriate for the specific requirements of this RFP are included in the RFP.

2.4.2 Specific Terms and Conditions

The contract to be awarded is included in the solicitation document in its final form, and any alteration by a Bidder will result in rejection of its proposal.

2.4.3 Term of Contract

The State intends to acquire the required goods and services for at least the period specified in Section 1.1, Scope of this Request for Proposal.

2.5 Other Information

2.5.1.1 Award Protest

This solicitation/acquisition is being conducted under the provisions of the Alternative Protest Process (Public Contract Code Section 12125, et seq.) By submitting a bid or proposal to this solicitation, the bidder consents to participation in the Alternative Protest Process, and agrees that all protests of the proposed award shall be resolved by binding arbitration pursuant to the California Code of Regulations, Title 1, Division 2, Chapter 5. Link to the Alternative Protest Process regulations:
<https://www.dgs.ca.gov/OAH/Case-Types/General-Jurisdiction/Resources/Page-Content/General-Jurisdiction-Resources-List-Folder/Laws-and-Regulations/Bid-Protest-Regulations>

A Notice of Intent to Award for this solicitation will be publicly posted on the Department of General Services Procurement Division webpage and sent via facsimile to any bidder who submits a written request for notice and provided a facsimile number. DGS/PD webpage link:
<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Award-Notifications?search=Award%20Notice>

During the protest period, any participating bidder may protest the proposed award on the following grounds:

1. For major information technology acquisitions – that there was a violation of the solicitation procedure(s) and that the protesting bidder's bid should have been selected; or

2. For any other acquisition – that the protesting bidder’s bid or proposal should have been selected in accordance with the selection criteria in the solicitation document.

A written Notice of Intent to Protest the proposed award of this solicitation must be received (facsimile acceptable) by the Coordinator before the close of business 5 p.m. PST/PDT on the 2nd working day after issuing the notice of intent, as specified in the solicitation. Failure to submit a timely, written Notice of Intent to Protest waives bidder’s right to protest.

Bidder is to send the notice of protest to:

Alternative Protest Process Coordinator/Dispute Resolution
Department of General Services
Procurement Division
Purchasing Authority Management Section
707 Third Street, 2nd Floor South
West Sacramento, CA 95605
Fax: 916 / 376-6226

Within seven (7) working days after the last day to submit a Notice of Intent to Protest, the Coordinator must receive from the protesting bidder the complete protest filing including the signed, written detailed statement of protest including exhibits, filing fee and deposit or small business certification as applicable. Untimely submission of the complete protest filing waives the bidder’s right to protest.

Protest bond requirement: bond amount for this Alternative Protest Process shall be 10 percent of the contract amount as specified in the solicitation. See California Code of Regulations, Title 1, Section 1418.

2.5.2 Disposition of Proposals

All materials submitted in response to this RFP will become the property of the State of California and will be returned only at the State's option and at the Bidder's expense. At a minimum, the Master Copy of the Final Proposal shall be retained for official files and will become a public record after the Notification of Intent to Award as specified in Exhibit 2, Key Action Dates. However, materials the State considers confidential information (such as confidential financial information submitted to show Bidder responsibility) will be returned upon request of the Bidder.

3. Section 3 – Requirements

This section contains the bidding requirements pertaining to this RFP and will be applicable to the resulting contract. Bidder's proposal shall meet the State's needs as defined in this RFP. Within Section 3, Bidding Requirements, the following sections identify the requirements that pertain to this RFP and resulting contract:

- Section 3.1, Technical Requirements
- Section 3.2, Administrative Requirements
- Section 3.3, Contract Requirements

Prior to award of the contract, the State must be assured that the Bidder selected has all of the resources to successfully perform under the contract. This includes, but is not limited to, personnel in the numbers and with the skills required, equipment of appropriate type and in sufficient quantity, financial resources sufficient to complete performance under the contract, and experience in similar endeavors. If, during the evaluation process, the State is unable to assure itself of the Bidder's ability to perform under the contract, if awarded, the State has the option of requesting from the Bidder any information that the State deems necessary to determine the Bidder's responsibility. If such information is required, the Bidder will be so notified and will be permitted approximately five (5) business days to submit the information requested.

Exhibit 3, Narrative Response lists the items to which the State requires a narrative response. Bidders are not to include narratives within this section or for items where a narrative is not requested.

3.1 Technical Requirements

3.1.1 Proposed Products (M)

This RFP requires Bidders to submit a proposal for Fleet Vehicles as described in Exhibit 5, Technical Specifications and Exhibit 1, Cost Workbook. All requirements listed within Section 3, Bidding Requirements, shall apply to all Fleet Vehicles unless otherwise noted.

Bidders shall propose solutions for any or all line items in the Fleet Vehicle categories listed below.

- Category 1: Cars
- Category 2: Trucks
- Category 3: Vans & Sport Utility Vehicles (SUVs)

Exhibit 1, Cost Workbook must be completed in accordance with Section 4, Cost and submitted in accordance with Section 5, Proposal Format.

Bidders need to verify the proposed product is in the appropriate vehicle category (i.e., hatchback, midsize, large, sedan, etc.) based on the description listed in the [Fuel Economy Guide](https://www.fueleconomy.gov/feg/printGuides.shtml) (<https://www.fueleconomy.gov/feg/printGuides.shtml>).

3.1.1.1 Minimum Technical Requirements

Exhibit 5, Technical Specifications and line-item descriptions in Exhibit 1, Cost Workbook are comprised of the minimum core requirements for vehicles, upgrade options, and

accessories. All proposed vehicles shall meet or exceed the minimum requirements. If Bidder is proposing vehicle(s) that exceed minimum requirements, the proposed vehicle(s) shall not conflict with any other line items.

3.1.1.2 Technical Questionnaire

Bidders shall use Exhibit 6, Technical Questionnaire to enter proposed product information. Proposed products shall meet or exceed the minimum requirements.

The State may at its sole option correct discrepancies between the proposed product information in the Technical Questionnaire and the information shown on www.fueleconomy.gov and manufacturer's website.

3.1.2 Technical Literature Content (M)

Upon request from the State, the Bidder shall provide technical literature and references confirming the State's requirements. The Bidder confirms that statements contained in the Technical Literature such as "technical literature and references are subject to change without notice" are not intended to limit the Bidder's commitment to meeting the requirements of this RFP.

3.1.3 Product Substitutions/Discontinued Items (M)

The vehicles proposed to meet the requirements of this RFP must be available throughout the duration of the contract term. If, during the life of the contract, a contract vehicle is discontinued, the Contractor shall notify the State Contract Administrator in writing and propose a comparable substitute product or configuration at least 30 calendar days prior to vehicle discontinuation. The State Contract Administrator will review the substitute vehicle and determine acceptability.

Once the substitute vehicle has been approved, the State Contract Administrator will provide written approval to the Contractor to update contract item information. These changes will be made in the form of a contract supplement.

The Contractor will maintain the contract discount as bid throughout the original term of the contract and any extension, including upon approved substitution.

If no substitute product is available that meets or exceeds the specifications due to fundamental technology or market change, the State may alter the configuration requirements to meet the updated marketplace standards. Obsolescence of a configuration may be determined at the State's discretion.

The Contractor shall not substitute products or configurations or modify contract website information without written approval from the State Contract Administrator.

3.1.4 Options (M)

All factory options shall be available and priced at dealer cost plus up to 10% for an addition or dealer cost minus up to 10% for a deletion in accordance with the manufacturer's current model year price list. Types of equipment changes which might be made include, but are not limited, to the following:

- Add trailer tow package
- Add Bluetooth
- Add parking sensors
- Delete pick up box (bed)

In no case shall options be included or deleted in such a manner as to cause the vehicle to conflict with any other line item on any other vehicle contract.

The successful Contractor shall provide ordering agencies a copy of the current model year factory price sheet with requested options, within ten calendar days of request.

Third-party upfitting (e.g utility body) may be requested by ordering agencies, however, this service is non-mandatory. When applicable, third-party upfits shall be subject to the same pricing provisions as factory options.

Note: Vehicles with added or deleted options MUST continue to meet the appropriate minimum specification.

3.1.5 Post-Consumer Recycled Content Certification (M)

State departments are required to report purchases made within eleven (11) product categories in the California Department of Resources Recycling and Recovery's (CalRecycle), State Agency Buy Recycled Campaign (SABRC) in accordance with PCC sections 12200-12217.

In order to comply with those requirements, Bidders are required to certify in writing the minimum percentage, if not the exact percentage, of post-consumer recycled content (PCRC) material in each of the products offered as part of this solicitation.

The Post-Consumer Recycled Content (PCRC) Certification Workbook contains the following documents:

- PCRC Percentages Worksheet – Contractor shall complete the PCRC Percentages Worksheet listing the percentage of post-consumer recycled content material for each product offered.
- Letter of Certification – Contractor shall print and sign the Letter of Certification certifying that the minimum percentage, if not exact percentage, listed in the PCRC Percentages Worksheet is accurate. The Letter of Certification shall be furnished under penalty of perjury. The Letter of Certification shall be provided regardless of content, even if the products contain no post-consumer recycled material.
- Reportable Product Categories Table – This table is provided for informational purposes only and identifies the eleven (11) reportable SABRC product categories.

The Bidder shall complete and submit the [PCRC Certification Workbook](https://www.dgs.ca.gov/-/media/79D2E081983F4B889E8A99EC9ABF463B.ashx) (<https://www.dgs.ca.gov/-/media/79D2E081983F4B889E8A99EC9ABF463B.ashx>) with their proposal or within five (5) working days of request by the State.

During the life of the contract, the Contractor will be required to submit revised PCRC Certification Workbook information if percentages are adjusted or if substitute line items are approved by the State Contract Administrator

At the State's option prior to award, Bidders may be required to submit additional written clarifying information.

3.1.6 Warranty/Maintenance (M)

The manufacturer's standard new vehicle warranty shall apply to all vehicles purchased from resulting contract(s). All warranties shall be factory authorized. The warranty shall be honored by all franchised dealers of the vehicle within the State of California. The Warranty term for any resultant contract shall meet the following:

- Bumper to bumper warranty shall cover not less than 3 years/36,000 miles, no charge for parts and labor.
- Power train warranty for light duty vehicles weighing 8500 lbs. GVWR or less shall cover not less than 5 years/100,000 miles, no charge for parts and labor.
- Power train warranty for vehicles over 8500 lbs. GVWR shall cover not less than 5 years/60,000 miles, no charge for parts and labor.

The State's established preventative maintenance procedures and practices shall be acceptable to the manufacturer/dealer in lieu of the manufacturer's prescribed procedures which may form a part of the warranty.

All emission-related components shall be warranted in compliance with California Air Resources Board and Federal requirements. Proposals offering independent insurance or a statement indicating self-insurance will be deemed non-responsive and will be rejected. If an additional extended warranty is purchased, a warranty certificate, warranty card, or a statement indicating the extended warranty has been recorded with the manufacturer shall be furnished with each vehicle delivered.

Normal wear items such as tires, belts, hoses, headlamps, light bulbs, brake linings, brake discs/drums, etc. are excluded from warranty coverage. All other items not subject to normal wear or gross operator neglect and abuse, such as window, seat, or wiper motors, chassis electrical switches (door, trunk lid), paint, hinges, locks, etc., shall be covered.

The State reserves the right to use re-refined lubrication oils, where available, in lieu of virgin equivalent oils. The re-refined oils used by the State will meet all API and SAE standards and specifications as set forth by the vehicle manufacturer. The use of said oils shall in no way void or degrade the original manufacturer's standard warranty.

The State reserves the right to use recycled content antifreeze/coolant, where available, in lieu of virgin equivalent antifreeze/coolant when servicing its vehicles. The recycled content antifreeze/coolant used by the State will meet all ATSM standards and specifications as set forth by the vehicle manufacturer.

3.1.6.1 Repair Parts (M)

The manufacture of the awarded vehicle(s) should maintain an adequate stock of all regular and special parts to meet the continuing service and repair parts needs of the State without undue delay.

A special system shall be set up for expediting the procurement of back order items needed to repair an inoperative vehicle including a system to air freight parts at factory expense when parts are not in stock in California parts depots. Parts must be available within three (3) working days after telephone notification.

Vehicles with new technology emerging into the industry (e.g. fuel cell vehicles) or unusual market circumstances may require more than (3) working days for the availability of certain parts. Contractor must notify the State Contract Administrator and ordering agency when this occurs and provide the estimated date of availability.

3.1.6.2 Maintenance Plan (M)

The Bidder shall offer a maintenance plan covering all regularly scheduled service for a minimum of five (5) years/75,000 miles.

The maintenance plan shall include at a minimum all manufacturer recommended services such as, but not limited to, the following:

- Oil changes;
- Filter changes;
- Fluid changes;
- Lubrications;
- Tire rotations;
- Equipment and safety inspections

The Maintenance Plan need not cover wear items such as brake pads/shoes, wiper blades, etc.

The Maintenance Plan is not applicable to vehicles over 8,500 lbs. GVWR.

Purchase of the Maintenance Plan is non-mandatory for State departments.

The State prefers a factory-sponsored plan available at all the manufacturer's retail dealerships; however, if one is not available, the Bidder may offer a plan through themselves or a sub-contracted third party.

Non-factory sponsored plans must not void the manufacturer's warranty and shall be available in both northern and southern California, at a minimum, within:

- a) 30-mile radius of the State Capitol, per Google Maps; or
- b) Los Angeles County,

The Bidder shall choose the type of Maintenance Plan offered below for all vehicles proposed and indicate on the Exhibit 3, Narrative Response:

- Manufacturer Plan
- Dealer Plan
- 3rd Party Plan

(For 3rd Party Plans, Bidder must enter sub-contractor information in Bidders Declaration Form, refer to section 3.2.13, Declaration Forms)

3.2 Administrative Requirements

3.2.1 Cost Workbook

Exhibit 1, Cost Workbook contains the cost worksheets that Bidders shall use to enter prices for this solicitation.

3.2.2 Pricing (MS)

The price quoted on Exhibit 1, Cost Workbook shall be the price per vehicle for the applicable line item for delivery in Sacramento County. Prices quoted do not include Federal Excise Tax, the California Tire Fee, or Documentation Fee.

The State shall receive full benefit of all manufacturers' price declines, effective on the date of manufacturer's general public announcement.

Pricing and discounts proposed in Exhibit 1, Cost Workbook will be evaluated and scored in accordance with Section 6, Evaluation.

3.2.2.1 Promotional Pricing (M)

During special pricing promotions, the Contractor shall offer State and local agencies the promotional pricing or the discount percentage off list, in accordance with Section 3.2.2, Pricing, whichever is lower.

The Contractor shall notify the State Contract Administrator of all promotional pricing changes. Notification shall include at a minimum:

- Promotion start and end dates
- Models, products, and services included in the promotion
- Promotional pricing

Promotional pricing shall not be cause for a permanent change in pricing. Promotional pricing shall not be cause for Contract Refresh.

Promotional items shall come with all benefits of the statewide contract terms and conditions and shall include all provisions such as warranty and delivery.

3.2.2.2 Volume Discounts (NM)

Bidders may offer a volume discount per line item. A volume discount will apply to all orders of ten (10) or more of the same vehicle on the same order. If offered, the volume discount amount shall be indicated on Exhibit 3, Narrative Response. Volume discount offered shall remain available for the entire contract term, including any extension options.

3.2.2.3 State of California Employee Pricing on ZEV for Personal Use (NM)

In the interest of expanding the California marketplace for Zero Emission Vehicles (ZEV), the Contractor may offer a discount to any interested State of California Employee when purchasing a ZEV for personal use.

The discount may be offered in any one of the following ways:

- Price offered same as in contract
- Percentage discount off MSRP
- Cash discount

Bidder shall specify in detail any discount offered to State of California employees in Question ten (10) on Exhibit 3, Narrative Response. Contractor shall notify the Contract Administrator whenever there is any change to the discount or vehicle availability.

3.2.2.4 Price Adjustments (M)

All prices shall be firm fixed for the contract term, including any optional year extensions, unless a price adjustment is granted.

A price increase may be requested with each new model year and must be submitted in writing. Requests must include supporting documentation of price adjustments at the manufacturing level. A price increase request of more than 3 percent will not be accepted. In the event of a major vehicle change or unusual market circumstances a price increase of more than 3 percent may be considered. Price increases will be reviewed and evaluated on a quarterly basis.

****Contractor must price protect the contracted price for the duration between the price increase request and the time the increase is processed. If the Contractor is unable to honor the price protection, the Contractor's vehicle will be unavailable for ordering until the price increases have been evaluated and approved.**

Each line item discount percentage established in Exhibit 1, Cost Workbook shall not decrease during the contract term including any extension period(s). Price adjustments shall not produce a higher profit margin for the contractor than that established in the original contract pricing. No price adjustments shall apply to quantities ordered from the contract prior to the effective date of the price adjustment.

Upon receipt of such notice, the State reserves the right to:

- a. Accept the adjustment as competitive with the general market price at that time; or
- b. Negotiate proposed price adjustments. Note: The State will notify the Contractor, in writing, its desire to negotiate. The State will have ten (10) working days to complete negotiations; or
- c. Deny adjustment request and continue with current contract prices; or
- d. Cancel the contract's unpurchased balance without prejudice, effective upon written notice from the State.

Note: If negotiations fail to produce any agreement, the State reserves the right to exercise Options a or d with an effective date no later than ten (10) working days after unsuccessful negotiations.

3.2.3 Customer References (MS)

The purpose of Customer References is for the Bidder to demonstrate to the State that the Bidder can provide vehicles and can handle the anticipated spend for this solicitation.

Bidders shall be required to submit two (2) customer references from two (2) different customers.

The References must be for the Bidder.

Customers are defined as end-users of the product. References from a contractor that the Bidder did sub-contract work for are not acceptable.

Each customer reference shall:

- Be for work performed within the last five (5) years prior to bid submission due date.
- Be for similar product (i.e., sale and distribution of vehicles) to that requested in this RFP.
- The work performed (first bullet) must be valued at or above \$500,000.00. An accumulation of orders from a single customer entity meeting the applicable minimum value is acceptable.

References from the DGS-PD are not acceptable. References for transactions against California Statewide Contracts or other Leveraged Procurement Agreements must be from an ordering department.

The average score for each customer reference must be three (3) or higher. If the average score on any reference is less than three (3) the bid will be considered non-responsive. Any question not scored will receive zero (0) points toward the average.

Bidder shall submit the Customer References within five (5) working days after notification from the State. Customer References must be provided on Exhibit 4, Customer Reference Form.

The State may contact the customer references to verify the information on the submitted forms. Failure to submit compliant references may result in rejection of the bid.

Customer References will be allotted points as specified in Exhibit 7, Vehicle Procurement Evaluation Methodology.

For the purpose of scoring, if more than the required number of customer reference forms are submitted, the first two (2) references will be used (in order of appearance from first page to last). The State will not pick and choose between references for the purpose of points.

3.2.4 Seller's Permit (M)

This RFP is subject to all requirements set forth in Sections 6452, 6487, 7101 and 18510 of the Revenue and Taxation Code, and Section 10295 of the Public Contract Code (PCC).

Bidders are required to provide their retailer's seller's permit information on Exhibit 3, Narrative Response. A copy of the seller's permit shall be submitted no later than the contract implementation period in accordance with Section 3.3.3, Contract Implementation Period.

3.2.5 Payee Data Record (M)

Upon request from the State, the Contractor must complete and submit a [Payee Data Record \(STD 204\)](http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf) (<http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>), during the contract implementation period in accordance with Section 3.3.3, Contract Implementation Period.

3.2.6 OEM Authorized Dealer (M)

If the Bidder is not the Original Equipment Manufacturer (OEM) of the vehicle being proposed, the Bidder must provide, on OEM company letterhead and signed by an authorized OEM representative, documentation identifying the Bidder as an authorized OEM dealer.

3.2.7 State of California Dealer License (M)

Bidder shall provide their current State of California Vehicle Dealer License number on Exhibit 3, Narrative Response.

3.2.8 Darfur Contracting Act (M)

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three (3) years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services (DGS) to submit a proposal.

A scrutinized company is a company doing business in Sudan as defined in Public Contract Code Section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for goods or services (Public Contract Code (PCC) Section 10477(a)), unless written permission from the Director of DGS to bid on this procurement has been granted (PCC Section 10477(b)).

A Bidder is required to submit a completed the [Darfur Contracting Act form-](http://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD_1.pdf) (http://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD_1.pdf) if their company currently or within the previous three (3) years has had business activities or other operations outside of the United States.

Bidders are required to submit the Darfur Contracting Act form. Failure to submit this form with their proposal or within five (5) working days within request from the State will result in the proposal being considered non-responsive.

If a Bidder has not conducted business outside of the United States in the last three (3) years, this section does not apply. Bidders shall submit their response on Exhibit 3, Narrative Response.

3.2.9 California Civil Rights Laws (M)

Pursuant to Public Contract Code section 2010, any Bidder entering into or renewing a contract over \$100,000 on or after January 1, 2017, shall certify all of the following:

- That they are in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code).
- That they are in compliance with the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).
- (a) That any policy that they have against any sovereign nation or peoples recognized by the government of the United States, including, but not limited to, the nation and people of Israel, is not used to discriminate in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).
- (b) Any policy adopted by a person or actions taken thereunder that are reasonably necessary to comply with federal or state sanctions or laws affecting sovereign nations or their nationals shall not be construed as unlawful discrimination in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

Bidders are required to submit the [California Civil Rights Laws Certification](https://www.dgs.ca.gov/-/media/divisions/pd/acquisitions/solicitation_attachments/california_civil_rights_law.pdf) (https://www.dgs.ca.gov/-/media/divisions/pd/acquisitions/solicitation_attachments/california_civil_rights_law.pdf). Failure to submit this form with the proposal will result in the proposal being considered non-responsive.

3.2.10 Iran Contracting Act

Pursuant to the Iran Contracting Act of 2010 (Public Contract Code sections 2200 through 2208 are “the Act”), vendors are ineligible to bid on, submit a proposal for, enter into, or renew any contract with the state for goods or services of one million dollars (\$1,000,000) or more if the vendor engages in investment activities in Iran, as defined in the Act. Prior to submitting a bid or proposal and prior to executing any state contract or renewal for goods or services of one million dollars (\$1,000,000) or more, a vendor must complete and return the attached IRAN Contract Act Certification form with their bid response certifying that it is not on the list of ineligible vendors prohibited from doing business with the State of California.

Bidders are required to submit the [Iran Contracting Act Certification](http://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD_3.pdf) (http://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD_3.pdf) with their proposal. Failure to submit this form with the proposal will result in the proposal being considered non-responsive.

3.2.11 Insurance Requirements (M)

The Contractor must maintain in force applicable insurance in accordance with the Non-IT General Provisions (rev 11/19/2021), Section 21 entitled “Insurance.” Contractor shall furnish

an insurance certificate evidencing required insurance coverage acceptable to the State within five (5) days of request.

3.2.12 Federal Debarment, Suspension, Ineligibility, and Voluntary Exclusion (M)

Expenditures from this contract may involve Federal funds. The Federal Department of Labor requires all State agencies which are expending Federal funds to have in the contract file, a certification by the Contractor that they have not been debarred nor suspended from doing business with the Federal government. Bidders must submit the [Federal Debarment Certification form](http://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD_2.pdf) (http://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD_2.pdf) with the bid response or within five (5) working days of request from the State. Failure to submit this form will result in the bid being considered non-responsive.

3.2.13 Declaration Forms (M)

All Bidders must complete the [Bidder Declaration Form \(GSPD-05-105\)](http://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf) (<http://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>) and include it with the bid response. When completing the declaration, Bidders must identify all subcontractors proposed for participation in the contract. Bidders awarded a contract are contractually obligated to use the subcontractors for the corresponding work identified unless the State agrees to a substitution and it is incorporated by amendment to the contract.

Bidders and/or subcontractors who have been certified by California as a DVBE must also submit a completed [Disabled Veteran Business Enterprise Declaration Form DGS PD 843](http://www.documents.dgs.ca.gov/dgs/fmc/gspd/pd/pd_843.pdf) (http://www.documents.dgs.ca.gov/dgs/fmc/gspd/pd/pd_843.pdf). All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign the form. The completed form should be included with the bid response.

3.2.14 Socioeconomic Programs

This solicitation may contain the following socioeconomic requirements and/or optional Bidder preferences and incentives:

- A. Disabled Veteran Business Enterprise (DVBE) Program Requirements and DVBE Incentive
- B. Small Business Preference
- C. Small Business Nonprofit Veteran Services Agencies (SB/NVSA)
- D. Non-Small Business Subcontractor Preference
- E. Target Area Contract Preference Act (TACPA) Preference

All certified firms must perform a "commercially useful function" in the performance of the contract as defined in Government Code (GC) section 14837(d)(4).

A. DVBE Program Requirements and DVBE Incentive:

For purposes of this solicitation the DVBE participation requirement has been waived.

This solicitation provides an incentive for DVBE participation. The [California DVBE Bid Incentive Instructions](https://www.dgs.ca.gov/-/media/10D6B9D24A5E4D0CB6DB27FCA1572CC2.ashx) (<https://www.dgs.ca.gov/-/media/10D6B9D24A5E4D0CB6DB27FCA1572CC2.ashx>) includes information about the DVBE incentive.

B. Small Business Preference

A 5 percent bid preference is available to Bidders certified as a small business in accordance with GC 14835 *et seq.* If applicable, Bidders must claim this preference on Exhibit 3, Narrative Response.

Bidders claiming the small business preference must be certified by California as a small business. Completed certification applications and required support documents must be submitted to the Office of Small Business and DVBE Services (OSDS) no later than 5:00 p.m. PT on the bid due date, and the OSDS must be able to approve the application as submitted.

The Small Business regulations concerning the application and calculation of the small business preference, small business certification, responsibilities of small business, department certification, and appeals can be viewed in the [California Code of Regulations \(Title 2, Division 2, Chapter 3, Subchapter 8, Section 1896 *et seq.*\)](https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=IABE101D0D49111DEBC02831C6D6C108E&originationContext=documenttoc&transitionType=Default&contextData=(sc.Default))) ([https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=IABE101D0D49111DEBC02831C6D6C108E&originationContext=documenttoc&transitionType=Default&contextData=\(sc.Default\)\)](https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=IABE101D0D49111DEBC02831C6D6C108E&originationContext=documenttoc&transitionType=Default&contextData=(sc.Default)))).

C. Small Business Nonprofit Veteran Services Agencies (SB/NVSA)

SB/NVSA prime Bidders meeting requirements specified in the Military and Veterans Code (MVC) section 999.50 *et seq.* and obtaining a California certification as a small business are eligible for the 5 percent small business preference. If applicable, claim the preference on Exhibit 3, Narrative Response. SB/NVSAs claiming the small business preference must possess certification by California prior to the day and time bids are due. Questions regarding certification should be directed to the OSDS at (916)375-4940.

D. Non-Small Business Subcontractor Preference

A 5 percent bid preference is available to a non-small business claiming 25 percent California Certified small business subcontractor participation. If applicable, claim the preference on Exhibit 3, Narrative Response.

E. Target Area Contract Preference Act (TACPA) Preference

This solicitation provides for the optional TACPA preference. Bidders are not required to apply for this preference. Denial of the TACPA preference request is not a basis for rejection of the bid.

Bidders desiring to claim the TACPA preference are encouraged to carefully review the [TACPA forms, requirements, and submittal instructions](https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Policy-Training-and-Customer-Service/Dispute-Resolution-Unit) (<https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Policy-Training-and-Customer-Service/Dispute-Resolution-Unit>). Bidders must complete and submit all applicable preference program forms to be considered for a preference.

The State as part of its evaluation process reserves the right to verify, validate, and clarify all information contained in the bid. This may include, but is not limited to, information from Bidders, manufacturers, subcontractors and any other sources available

at the time of bid evaluation. Bidder refusal to agree to and/or comply with these terms, or failure to provide additional supporting information at the State’s request may result in the denial of the preferences requested.

Contracts awarded with the applied preference will be monitored throughout the life of the contract for compliance with statutory, regulatory, and contractual requirements. The State will take appropriate corrective action and apply sanctions as necessary to enforce the preference program.

Any questions regarding the TACPA preference should be directed to TACPA@dgs.ca.gov.

3.2.15 Commercially Useful Function (CUF) (M)

Suppliers, whether the Bidder or a subcontractor, who have a California certification for one (1) or more of the socio-economic programs (i.e., DVBE or small business), must perform a commercially useful function in the resulting contract. CUF is defined in the Military and Veterans Code Section 999(b)(5)(B) for DVBE and in the Government Code Section 14837(d)(4)(A) for small business as consisting of all of the following:

- responsibility for the execution of a distinct element of the work
- actually performing, managing, or supervising the work
- performing work that is normal for its business services and functions
- not further subcontracting work that is greater than that expected by normal industry standards
- responsible, with respect to any products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing (if applicable), and making payment

A Contractor, subcontractor, or supplier is not considered to perform a CUF if their role is limited to that of an extra participant through which funds are passed in order to obtain the appearance of participation.

At the State’s option, Bidders may be required to submit additional written clarifying information regarding CUF. Failure to submit the requested written information, as specified, may be grounds for rejection of the proposal.

3.2.16 Subcontractor CUF Requirements (NM)

Only the Subcontractor Tasks outlined in the table below will be considered distinct elements of the work and no more than the corresponding percentages may be claimed for these tasks for the purpose of applying a preference or incentive. Percentages may be lower on individual purchase orders. Should tasks overlap between subcontractors, the maximum percentage must be divided between the subcontractors so as not to be exceeded.

Subcontractor Tasks	RFP Reference Sections	Contract Percentage Maximum
Website Development and Maintenance	3.3.9	1%
Ordering Management/Customer Support	3.3.14	2%

Subcontractor Tasks	RFP Reference Sections	Contract Percentage Maximum
Delivery	3.3.19	1%
Contract Reporting	3.3.32	1%

3.2.17 SB/DVBE Participation Commitment Requirement (M)

Within six (6) months of contract award, the Contractor shall meet or exceed their SB and/or DVBE commitment level on a contract-to-date basis. The State reserves the right to audit records (e.g., cancelled checks, work logs, etc.) to verify the SB/DBVE subcontractors are actually performing the work committed to and being paid accordingly, as reported in accordance with Section 3.3.34, Small Business/Disabled Veteran Business Enterprise Participation Report.

The corresponding percent of bid price identified on the Bidder Declaration, represents the percentage of total contract dollars to be paid to the subcontractor. Example:

- Bidder commits to 3 percent DVBE subcontractor participation on a contract
- Total spend for the contract is \$1,000,000.00.
- Contractor shall pay subcontractor a minimum of \$30,000.00 for work performed under the contract.

3.2.18 Subcontractors (M)

If a Bidder proposes the use of a subcontractor for a portion of the contract, the Bidder agrees that all requirements will be adhered to and that requirements will apply to subcontractors even if subcontractor concurrence is not specifically defined. All subcontractors must comply fully with the administrative and technical requirements that are applicable with the portion of the work being delegated to the subcontractor.

Bidders awarded a contract are contractually obligated to use the proposed subcontractors for the corresponding work identified unless the State agrees to a substitution and it is incorporated by amendment to the contract. The Contractor must have written agreement from the State prior to replacement or substitution of any subcontractor.

3.2.18.1 Notice of Subcontractors (M)

Upon award to a Contractor, notice shall be given by the State to the subcontractors listed in the Bidder Declaration Form of their participation in the contract. Notification to the subcontractor by the prime Contractor is encouraged immediately after award of an RFP.

3.2.19 Distribution Plan (M)

Bidders shall describe in detail their Distribution Plan on Exhibit 3, Narrative Response. The Distribution Plan should be the Bidder's written plan for distribution of the products. The plan must clearly show distribution from the manufacturer to the end user, including all points in between specific to this resulting contract only, and the role that the bidder, as the Contractor of record, will play in the distribution.

This plan should clearly identify all parties, including any subcontractor, DVBE and/or small business participants involved in the execution of this contract and their responsibilities. Work

performed by a Bidder or a subcontractor, who is a California certified small business and/or DVBE, must perform a Commercially Useful Function (CUF) in accordance with Section 3.2.15, Commercially Useful Function.

The Contractor shall advise the State Contract Administrator by written notification of any changes in the distribution plan made during the term of the contract and any extensions.

3.3 Contract Requirements

This section contains the mandatory contract requirements that will apply to the contract(s) resulting from this RFP. The prime Contractor shall be responsible for successful performance of the resulting contract(s). The prime Contractor shall also be responsible for successful performance of any and all of their subcontractors.

Furthermore, the State will consider the prime Contractor to be the sole point of contact with regard to contractual matters, payments, and warranty issues for the term of the contract and any extensions.

All State policies, guidelines, and requirements apply to subcontractors. The prime Contractor and subcontractors shall not in any way represent themselves in the name of the State of California without prior written approval.

3.3.1 Confidentiality (M)

The Contractor, with access to confidential State information in the course of performing under the contract, will be required to exercise security precautions for such data that is made available and must accept full legal responsibility for the protection of this confidential information.

Under no circumstances shall the Bidder use or publish, sell, or otherwise disclose to any third party the contents of any records or data, or reports derived from data, without the authorization and written consent of the State.

3.3.2 Contract Terms and Conditions (M)

By signing the Agreement Cover Letter and submitting a proposal, Bidder is agreeing to accept all of the following terms and conditions without addition or modification:

- [General Provisions \(Non-IT Commodities\) revised 11/19/2021](https://www.dgs.ca.gov/-/media/199A6A32E4DE4BECAFF4EFA7194350CD.ashx) (<https://www.dgs.ca.gov/-/media/199A6A32E4DE4BECAFF4EFA7194350CD.ashx>)

Bidder also agrees to comply with all applicable statues, rules, regulations and orders of the United States and the State of California which include, but are not limited to:

- Non-Discrimination Toward WTO GPA Signatories (<https://www.wto.org/index.htm>)
- Plastic Trash Bag Certification Violations (Public Resources Code Section 42290, et seq.)
- Air or Water Pollution Violations (Government Code Section 4477)
- Fair Employment and Housing Commission Regulations (Government Code Section 12990)
- Unfair Practices Act and Other Laws (Business and Professions Code Section 17000 et seq.)

3.3.3 Contract Implementation Period (M)

Within fifteen (15) calendar days after Notice of Intent to Award, a contract kick-off meeting will be scheduled between the State Contract Administrator and Contractor. At the contract kick-off meeting, the Contractor shall provide the following:

- Contractor Contract Manager Information (Section 3.3.5)
- Customer Service contact information and physical location (Section 3.3.6)
- Plan for maintaining SB/DVBE subcontractor commitments
- Completed PCRC Workbook information (if not submitted in proposal) (Section 3.1.5)
- Payee Data Record (Section 3.2.5)
- Copy of Seller Permit (Section 3.2.4)
- Preliminary sample of a pre-order quote (Section 3.3.10)

Contract award may be contingent on the completion of the items listed above. If a Contract Website/Electronic Quoting System is offered, Contractor shall provide the State Contract Administrator the final website for approval within thirty (30) calendar days after contract award.

3.3.4 State Contract Administrator (M)

The State Contract Administrator will be the contact person throughout the life of the contract, unless modified by contract supplement. Any modifications to the requirements contained in the contract may only be authorized by the State Contract Administrator or his/her designee through contract supplement.

3.3.5 Contractor Contract Manager (M)

The Contractor will assign a Contract Manager for contract management purposes. The Contract Manager will be the contact person throughout the life of the contract, unless modified by contract supplement. Contractor must immediately notify the State Contract Administrator of changes to the Contract Manager. The Contract Manager must be authorized to make decisions on behalf of the Contractor.

The Contract Manager is to be identified during the contract implementation period in accordance with Section 3.3.3, Contract Implementation Period.

3.3.6 Customer Service (M)

The Contractor will have a customer service unit that supports this contract. The customer service unit shall provide office and personnel resources for responding to inquiries, including telephone and email coverage weekdays during the hours of 8:00 a.m. - 5:00 p.m., PT. The customer service unit shall respond to all inquiries within 24 hours.

The customer service unit shall be staffed with individuals that:

- Are trained in the requirements of this contract

- Have the authority to take administrative action to correct problems that may occur

Prior to contract award, Contractor shall provide customer service information during the contract implementation period in accordance with Section 3.3.3, Contract Implementation Period.

3.3.7 Problem Resolution (M)

The Contractor shall promptly notify the State Contract Administrator in writing of any unresolved issues or problems that have been outstanding for more than three (3) business days. The State Contract Administrator shall notify the Contractor of the same.

3.3.8 Promotional Materials (M)

All promotional materials or press releases referencing the contract shall be submitted to the State Contract Administrator for review and DGS approval prior to release.

3.3.9 Contract Website/Electronic Quoting System (NM)

An Electronic Quoting System will allow ordering agencies to generate and print a quote from the Contractor's contract website. If offered, the system shall have the capabilities of providing an itemized quote as described in Section 3.3.10, Pre-Order Quote Requests. All prices quoted through the Electronic Quoting System shall be in accordance with the established Statewide contract prices.

An Electronic Quoting System is a non-mandatory requirement. Bidder's willing to meet this requirement shall describe their capabilities in providing this system in Exhibit 3, Narrative Response. The State will review and determine acceptability of the Electronic Quoting System functions.

3.3.9.1 Contractor Website Maintenance (M)

The website shall be updated upon permanent change of any contract items or pricing. All changes to the website must be submitted in writing to the State for review and approval. The website must include any changes to vehicle models per Section 3.1.3, Product Substitutions/Discontinued Items.

3.3.10 Pre-Order Quote Requests (M)

Upon request, Contractor shall provide an itemized quote to ordering agencies that contain, at minimum, the following information:

- Contractor letterhead
- Quote "prepared by" name and contact information
- Quote number
- Date of quote
- Ordering agency name
- Ordering agency contact person

- Contract number
- Contract line item number
- Quantity
- Description of item
- Manufacturer's part number/SKU
- Contract unit price
- Vehicle options price (dealer cost plus up to 10%)
- Extended price (quantity x contract Price)
- Subtotals of taxable and non-taxable items
- Rate and calculated tax (based on Bill To address)
- Applicable fees (e.g., tire fees)
- Grand total

Quotes shall be generated and provided manually by the Contractor or using an approved Electronic Quoting System, if offered, per Section 3.3.9, Contract Website/Electronic Quoting System. Prior to contract award, Contractor shall provide a preliminary sample of a pre-order quote during the contract implementation period as identified in Section 3.3.3, Contract Implementation Period.

3.3.11 Order Acceptance (M)

The Contractor shall accept orders from any State department or local governmental agency.

The Contractor shall not accept purchase documents for this contract that:

- Are incomplete
- Contain non-contract items or items outside the scope of the contract
- Contain non-contract terms and conditions

The Contractor must not refuse to accept orders from any State department or local governmental agency for any other reason without written authorization from the State Contract Administrator.

3.3.12 Purchase Execution (M)

State departments will submit orders directly to the Contractor via one of the ordering methods in accordance with Section 3.3.14, Ordering Methods.

Orders will be submitted using a Purchasing Authority Purchase Order (Std. 65) or using the Fi\$Cal Purchase Order process.

Local governmental agencies may submit orders on their own purchase document directly to the Contractor via one of the ordering methods in accordance with Section 3.3.14, Ordering Methods.

3.3.13 Minimum Order (M)

The minimum order is one (1) vehicle.

3.3.14 Ordering Methods (M)

The Contractor shall accept orders through the following methods:

- Facsimile – A facsimile number to be used by ordering agencies for placing orders is to be in place before the commencement of this contract. Facsimile orders must be accepted between the hours of 8:00 AM and 5:00 PM (PT), Monday through Friday.
- Mail – Contractor must have the capability to receive orders by mail in place before the commencement of this contract.
- Email – An email address to be used by ordering agencies for placing orders is to be in place before the commencement of this contract.

Prior to contract award, Contractor shall provide ordering information during the contract implementation period in accordance with Section 3.3.3, Contract Implementation Period.

3.3.15 Order Acknowledgement (M)

The Contractor must provide the ordering agencies with an order receipt acknowledgment via e-mail/facsimile within ten (10) calendar days after receipt of an order. The acknowledgement will include:

- Ordering Agency Name
- Agency Order Number (Purchase Order Number)
- Description of Goods
- Vehicle Model Year
- Total Cost
- Date order is placed with manufacturer
- Anticipated Delivery Date
- Delayed Production Notification* (if applicable)
- Discontinued Vehicle Notification (if applicable)

3.3.16 Discontinued Vehicle Remedy (M)

Upon receipt of order acknowledgment identifying discontinued items, the ordering agencies shall have the following options:

- Amend purchase document to reflect State-approved substitute item (in accordance with Section 3.1.3, Product Substitutions/Discontinued Items)
- Cancel the item from the order

Under no circumstance is the Contractor permitted to make substitutions with non-contract items or unauthorized products without approval from the State Contract Administrator.

3.3.17 Manufacturer Order Cut-Off

In the event a current model year vehicle does not immediately roll over to the next model year after an order cut-off date, the Contractor shall notify the State Contract Administrator as soon as that information becomes available. The Contractor shall provide an estimate of when orders for the next model year vehicle will be accepted.

3.3.18 Free on Board (F.O.B) Destination (M)

Dealers shall deliver vehicles to State or local agencies located in Sacramento County at no additional cost for delivery. If the Purchase Order indicates delivery outside Sacramento County, the dealer and agency may negotiate delivery costs. If delivery is subject to an additional delivery charge, it shall be shown as a separate item on the purchase order and invoice.

State departments requesting delivery outside of Sacramento County must contact the Transportation Management Unit for freight rate comparisons to confirm appropriate pricing if the dealer is delivering the vehicle.

Responsibility and liability for loss or damage for all orders shall remain with the Contractor until final inspection and acceptance, when all responsibility shall pass to the ordering organization, except the responsibility for latent defects, fraud, and the warranty obligations.

3.3.19 Delivery Locations (M)

Deliveries are to be made statewide from the factory to the Contractor's place of business or a designated delivery location closest to the ordering agency. A designated or "courtesy" delivery location shall have the facilities to accommodate a pre-delivery service and inspection.

Ordering agencies have the option to receive vehicles at the Contractor's designated business location or have it delivered to the location specified on the individual order. Appropriate delivery instructions shall be provided on the Purchase Order. Contractor shall contact the ordering agency if Purchase Order is submitted without specific delivery instructions.

Caravan or drive-away method of delivery from the factory to a Contractor's designated business site is not acceptable unless agreed upon by the ordering agency.

Unless pre-arranged between the dealer and the ordering agency, vehicles delivered with more than 50 miles on the odometer may be charged fifty (50) cents per mile in excess of 50 miles. This charge may be reflected on the invoice as a deduction from the order price. Vehicles with more than five hundred (500) miles on the odometer may not be accepted.

**Cab and Chassis trucks may require driving from an out-of-state factory and may exceed the five hundred (500) mile or less expectation. The Contractor shall notify the ordering Department at the time of purchase order execution.

When feasible, Contractor is requested to make deliveries in metropolitan areas during off-peak hours. Off-peak hours are 10:00AM to 4:00PM local time.

Drop ship deliveries shall not be made without prior State inspection.

All vehicles shall be delivered with no less than five (5) gallons of fuel in the tank.

3.3.20 Delivery Schedules (M)

Delivery of vehicles shall be completed within one-hundred and fifty (150) calendar days after receipt of an order unless there is a delay in production/order acceptance from the manufacturer when changing from one model year to the next. Contractor shall notify the ordering agency of such delay per Section 3.3.15, Order Acknowledgement.

Orders requiring customized work by a 3rd party supplier may exceed the delivery period requirement. Contractor shall notify ordering agency of extended delivery period per Section 3.3.15, Order Acknowledgement.

3.3.21 Security Requirements for Deliveries (M)

Deliveries may be made to locations inside secure grounds that require prior clearances or special entry procedures to be followed for delivery drivers.

Security procedures may vary from facility to facility. The Contractor will be responsible for contacting the secure location for security procedures, hours of operation for deliveries and service, dress code, and other rules of delivery.

Deliveries that are delayed due to drivers not being cleared to enter secure grounds may be cause for contract default.

3.3.22 Pre-Delivery Checklist (M)

Prior to delivery, each vehicle shall be completely inspected, serviced, and detailed by the delivering dealer and/or the manufacturer's pre-delivery service center. A copy of the pre-delivery checklist shall be completed for each vehicle, signed by a representative of the organization performing the inspection/service, and delivered with the vehicle.

3.3.23 Documents (M)

The following documents shall be delivered to the receiving agency with the vehicle:

- Completed and signed pre-delivery service checklist, including the order number and Vehicle Identification Number (VIN)
- "Line Set Tickets" or "Window (Monroney) Sticker" showing all options installed
- One (1) copy of the warranty, including applicable certificates, cards, etc.
- One (1) copy of the owner's manual

3.3.24 Inspection and Acceptance (M)

Inspection and acceptance shall be in accordance with the General Provisions, paragraph 16 titled Inspection, Acceptance and Rejection (Section 3.3.2, Contract Terms and Conditions – General Provisions (GSPD-401 Non-IT Commodities) revised 11/19/2021.

3.3.25 Receiving Inspection

Vehicles ordered for State use will be inspected by a State inspector at the dealer's place of business or designated delivery location per Section 3.3.19, Delivery Locations.

Inspection will commence within five (5) working days of notification that a vehicle is ready for inspection. Inspection will include:

- Specification Compliance
- Workmanship
- Appearance
- Proper Operation of all Equipment and Systems
- Presence of all Applicable Documents

In the event deficiencies are detected, the vehicle will be rejected and the delivering dealer will make the necessary repairs, adjustments, or replacements. Payment and/or the commencement of a discount period (if applicable) will not begin until the defects are corrected and the vehicle is re-inspected and accepted.

Completion of inspection or acceptance by the State inspector shall in no way release the dealer from satisfying the requirements of the contracts, specifications, and warranty. Specification requirement deviations detected by the owning department shall be corrected by the dealer in an expeditious manner at no expense to the owning department.

3.3.26 In-Service Notification (M)

Vehicles not placed in service immediately upon receipt shall be warranted from the date the unit is placed in service. The receiving department shall notify the dealer in writing of the actual "In-Service" date.

3.3.27 State Notification (M)

The dealer shall notify the State Contract Administrator in writing of any strike, plant shutdown, etc., that may result in eventual delivery delays.

3.3.28 Product Recall Procedures (M)

The Contractor shall provide recall notification in writing to each applicable ordering agency through the most expedient method possible. The notices, at a minimum, shall include a complete product description and/or identification, and complete instructions on recall procedures.

3.3.29 Invoicing (M)

Invoices shall be submitted to the ordering agencies within seven (7) calendar days from date of delivery.

Ordering agencies may require separate invoicing, as specified by each ordering agency.

3.3.30 Payment (M)

State departments and local government agencies may pay by check or electronic funds transfer. Payments are to be made in accordance with paragraph 30 of the State's General Provisions (Section 30, General Provisions – Non-IT Commodities, Rev. 11/19/2021).

3.3.30.1 State Financial Marketplace

The State reserves the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a financing (using GS \$Mart) or operating lease (using Lease \$Mart) via the State Financial Marketplace (GS \$Mart and/or Lease \$Mart). If payment is via the financial marketplace, the Contractor will invoice the State and the State will approve the invoice and the selected Lender/Lessor will pay the supplier on behalf of the State for all product listed on the State's procurement document.

3.3.31 Restocking Fees

The Contractor may impose a restocking fee to the ordering agency on any order cancelled after the order has been placed with the manufacturer. The Contractor shall notify the ordering agency of the order placement per Section 3.3.15, Order Acknowledgment.

Re-stocking fees can be no greater than ten percent (10%) of the value of the vehicle being restocked.

3.3.32 Reporting (M)

During the contract period, Contractor is required to submit the reports outlined in this section on a monthly basis. Reports shall contain at a minimum, the data elements identified in the State's report templates as stated in Section 3.3.32, Reporting, and will be provided to the Contractor(s) upon award.

Reports shall be provided to the State Contract Administrator, in Excel format only via email or U.S. Mail on a CD-ROM, by the 15th day following the ending of the reporting period (previous calendar month).

Reports are required every month, including months of no new activity.

3.3.32.1 Contract Usage Report (M)

The Contract Usage Report shall detail all invoiced purchases against the contract by both State and local governmental agencies during the specified reporting period.

The state-provided report will contain the following elements:

- Supplier Contract Usage ID
- Ordering Agency Name
- State or Local Agency Identifier
- Purchasing Authority Number (for State Departments)
- Agency Billing Code
- Purchase Order Number
- Purchase Order Date
- Delivery Date
- Contract Line Item Number (CLIN)
- UNSPSC Code (Version 10)
- Manufacturer Part Number (OEM #)
- Manufacturer (OEM)
- SKU #/ID #
- Item Description
- Unit of Measure
- Quantity in Unit of Measure
- EPP (Y/N)
- Quantity
- List Price/MSRP
- Index Date/Catalog Version
- Contract Unit Price
- Contract Discount
- Extended Contract Price Paid
- Core/Non-Core
- Group ID/Segment ID

3.3.32.2 Local Business Activity Report (M)

The Local Business Activity Report shall detail all local governmental agencies invoiced purchases against the contract during the specified reporting period. In addition, a Local Governmental Agencies Incentive Fee is due to DGS-PD in accordance with Section 3.3.32.3, Local Governmental Agencies Incentive Fee. The Local Business Activity Report is separate from Section 3.3.32, Reporting.

The state-provided report will contain the following elements:

- Total Local Usage Purchase Order Date
- Total Purchase Amount (excluding taxes)
- Agency Contact Name
- Agency Telephone Number
- Agency Address
- Total Incentive Fee
- Column Name
- Supplier ID
- Local Governmental Agency Name
- Purchase Order Number

3.3.32.3 Local Governmental Agencies Incentive Fee (M)

For all local government agency transactions invoiced against the contract resulting from this solicitation, the Contractor will be required to remit the DGS-PD an Incentive Fee of an amount equal to 1.25 percent of the total purchase order amount excluding taxes and freight.

Local government agencies include cities, counties, and special districts empowered to expend public funds (PCC section 10298). Local government agencies also include government entities in other states, as well as California non-executive branch departments including the University of California and California State University.

This Incentive Fee shall not be included in the agency's purchase price, nor invoiced or charged to the ordering agency. All prices quoted to local governmental agency customers shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees. Payment by the Contractor shall be made monthly to DGS-PD irrespective of reimbursement by each ordering agency.

Contractor shall submit a payment to the State of California, Department of General Services, for an amount equal to 1.25 percent of the total local government agency sales for the monthly reporting period less freight, taxes, returned products and credits. (Example, if the net local governmental agency sales for a month totals \$100,000.00, the incentive fee due to DGS-PD would be \$1,250.00.)

Failure to submit correct reports and payments on a timely basis shall constitute grounds for default of this contract. Reports and payments are due for the reporting period by the 15th day of the next month in a format to be prescribed by the DGS-PD. (Note: If the due date is on a Saturday or Sunday, the due date will be the Monday following.)

Payment may be made in the form of an electronic payment using PD EPAY or by submitting a check payable to the State of California, Department of General Services. Along with each payment, a Contract Usage Report, filtered in Excel to include only local government agency sales, shall be submitted to the State Contract Administrator. The Contract Usage Report requirements are specified in Section 3.3.32.2, Local Business Activity Report.

To submit Incentive Fees through [PD EPAY](https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Access-LPA-Payment-Portal), users must register on the DGS-PD LPA Payment Portal (<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Access-LPA-Payment-Portal>).

Incentive Fee payments made by check shall be submitted to the following address:

Department of General Services
Procurement Division
Contracts Management Unit
Attn: Eugene Shemereko
707 Third Street, 2nd Floor
West Sacramento, CA 95605

If a Contractor holds multiple contracts, the Contractor may submit one (1) check per month covering the DGS-PD incentive fee for the total of all local governmental agency purchases. In this case, a separate report is still required for each contract and a list of the total local governmental agency sales for each contract must be included with the check.

3.3.32.4 Small Business (SB)/ Disabled Veteran Business Enterprise (DVBE) Participation Report (M)

The SB/DVBE Participation Report shall detail all payments to Small Business (SB) and/or Disabled Veteran Business Enterprise (DVBE) subcontractors during the specified reporting period.

Upon award, the State will provide the Contractor with a report template containing the following elements:

- Monthly Sales Total
- Monthly Participation total Identify Subcontractor as SB/MB/DVBE/NA
- Work performed or Product Provided
- SB Participation Amount
- DVBE Participation Amount
- Participation Payments to Subcontractors
- Payment Issued Date
- Ordering Agency Name
- Purchase Order Number
- Purchase Order Date
- Purchase Order total
- Subcontractor Name
- Subcontractor SB/DVBE Certification #Check number
- Payment Amount
- Monthly Participation

3.3.32.5 Aging Debt Report (M)

The Aging Debt Report must contain the outstanding invoices by State Department for the specified reporting period.

Upon award, the State will provide the Contractor with a report template containing the following elements:

-
- Department Name
 - Total Current Debt
 - Status of Debt:
 - Within Terms
 - Over Terms and Within 45 days
 - 46-60 Days
 - 61-90 Days
 - 91-120 Days
 - Over 120 Days

3.3.32.6 Ad Hoc Reporting (M)

The Contractor shall have the ability to provide ad hoc reporting capabilities at no cost to the State. The Contractor shall permit and provide access to all data that pertains to any procurement action taken by an ordering agency or the State as a whole. The State or ordering agency may make copies of procurement data in any form and the use of such data shall not be restricted.

Dependent on future reporting requirements, the State may ask that certain reports become standard and delivered to the State on a monthly or quarterly basis.

The State reserves the right to request any additional data elements, as deemed necessary, to the reports listed in this section.

3.3.33 Contract Termination/Expiration Transition Plan (M)

The Contractor must agree to work with the State Contract Administrator to close out the contract. The Contractor will ensure that an efficient and effective transition takes place, including website closeout in accordance with Section 3.3.38, System Termination.

3.3.34 System Termination (M)

Upon termination or expiration of the contract awarded from this RFP the following will occur:

- All on-line offering systems and Electronic Catalog functions supported and/or available as part of the contract will cease and be removed from public viewing access without redirecting to another website.
- Customer data/user accounts acquired during the term of the contract shall be destroyed or returned to the State at the request of the State Contract Administrator.
- No references to the statewide contract shall be made after contract end on the Contractor's commercial website without permission by the State Contract Administrator.
- Hard copy catalogs and promotional literature shall be destroyed or returned to the State at the end of the contract term upon the request of the State's Contract Administrator.
- All invoicing disputes and/or order tracking will be conducted through the Contractor's Customer Service Unit via telephone or email.

4. Section 4 - Cost

Cost evaluation will be based on the highest points earned as calculated according to the methodology outlined in Section 6, Evaluation.

The State's intent is to structure the pricing format in order to facilitate a straightforward comparison among all Bidders and foster competition to obtain the best market pricing. Consequently, the State requires that each Bidder's proposal be in the format outlined in this section. Therefore, Bidders are advised that failure to comply with the instructions listed in this section, such as submission of incomplete offers or use of alternative pricing structures or different formats than the one requested, may result in the rejection of their proposals for non-responsiveness.

It is imperative that no cost information be included in the body of the proposal. Cost information shall only be submitted in the Final Proposal, Volume 2 in accordance with Section 5, Proposal Format.

4.1 Cost Information Guidelines

Exhibit 1, Cost Workbook, contains the cost worksheet that the Bidders shall use to enter cost information. The following worksheets must be completed for each category/line item the Bidder is proposing:

- Category 1: Cars
- Category 2: Trucks
- Category 3: Vans & SUVs

4.1.1 Prompt Payment Cash Discount

Bidders may offer any Prompt Payment Cash Discount up to \$500 per vehicle for payment within the proposed number of days on Exhibit 1, Cost Workbook. Proposed payment period of less than twenty (20) days will not be considered.

For this proposal, the cash discount payment period shall begin only after the vehicle has been delivered, inspected, and accepted by the receiving agency, or from the date a correct invoice is received in the office specified on the Purchase Order, whichever is later. Payment is deemed to be made, for the purpose of earning the discount, one (1) working day after the date of the State warrant or check.

Any Prompt Payment Cash Discount proposed will be deducted from the Vehicle Contract Price for evaluation purposes only and will not change the actual Vehicle Contract Price.

4.1.2 Quantities

The quantities shown in Exhibit 1, Cost Workbook, are representative and used for evaluation purposes only. Actual purchases may vary from this pattern. The State will not guarantee that these quantities will be purchased. Consequently, there is no guaranteed dollar value for these contracts. The State will not be obligated to purchase Contractor's excess inventory if actual purchases vary from the anticipated purchasing pattern. The State reserves the right to order more or less of any line item in the RFP.

4.1.3 Required Information

Exhibit 1, Cost Workbook must be filled out completely for each line item that is bid or the proposal may be rejected. Yellow cells are mandatory and must be completed in each worksheet. Modifying any other cell in any worksheet may disqualify the Bidder.

4.1.4 Pricing/Discount Format

All dollar figures must be entered to no more than two (2) decimal places (e.g., \$150.75). All percentages shall auto populate to be whole numbers (e.g., 75 percent).

4.1.5 Sales Tax

Sales tax is not to be included in the pricing on Exhibit 1, Cost Workbook. If awarded the contract, sales tax should be added at time of invoicing. The sales tax rate applied should be based on the rate at the "Bill To" address on the Purchase Order.

4.2 Cost Workbook Instructions

4.2.1 Download and Save

- Download Exhibit 1, Cost Workbook, from the [Cal eProcure \(https://www.caleprocure.ca.gov/pages/Events-BS3/event-search.aspx\)](https://www.caleprocure.ca.gov/pages/Events-BS3/event-search.aspx), California State Contracts Register.
- Rename the file such that the Bidder is apparent and reference "cost". Please limit the naming convention to no more than twenty-five (25) characters.
- After finalizing the Cost Workbook submit as specified in Section 5, Proposal Format.

4.2.2 Cost Workbook Completion

Exhibit 1, Cost Workbook, consists of a worksheet for each category (i.e., Cars, Trucks, and Vans & SUVs). Bidders are not required to bid on all line items.

Bidders shall input the following for each worksheet (in yellow cells provided):

- Cash Discount for Payment Within: The discount offered for payment within "x" amount of days (must meet requirements outlined in Section 4.1.2, Prompt Payment Cash Discount)
- Bidder: The Bidder's name
- Make: The vehicle Make
- Model: The vehicle Model
- Model Year: The vehicle Model Year
- Supplier Stock Keeping Unit Number (SKU#): The unique supplier part number or SKU of the offered product if different than manufacturer part number. (Use manufacturer part number if the same)
- Manufacturer Part Number: The manufacturer's part number for each offered product
- Maintenance Plan List Price (MSRP): Bidder's independently verifiable public price available to the general public in US \$ (i.e. catalog price). Any prices submitted for items shall contain no alterations whatsoever from those which are commercially offered by the manufacturer. Federal GSA prices shall not be accepted as MSRPs

- Maintenance Plan Contract Unit Price: The net price that bidder is offering to the State for the offered product. (This price should include price reductions from bidder's List Price)
- Vehicle List Price (MSRP): Bidder's independently verifiable public price available to the general public in US \$ (i.e. catalog price). Any prices submitted for items shall contain no alterations whatsoever from those which are commercially offered by the manufacturer.
- Vehicle Contract Unit Price: The net price that bidder is offering to the State for the offered product. (This price should include price reductions from bidder's List Price)
- Additional Options (Cost Plus) Contract Percent Charge: The percentage to be charged above cost for additional options

4.3 Cost Submittal

Final pricing will be submitted as a separate attachment as specified in Section 5, Proposal Format.

5. Section 5 – Proposal Format

These instructions describe the mandatory proposal format and the approach for the development and presentation of proposal data. Format instructions must be adhered to, all requirements and questions in the RFP must be responded to, and all requested data must be supplied. Each Bidder is responsible for providing sufficient information and documentation for their RFP response to be thoroughly evaluated. Failure to do so may result in rejection of the proposal.

5.1 Proposal Delivery

Final proposals shall be submitted by the date and time specified in Exhibit 2, Key Action Dates.

5.2 Draft Proposal Format

Draft Proposals must be delivered by email and received by the date and time specified in Exhibit 2, Key Action Dates. Draft Proposals must be submitted as follows.

- Proposals shall be sent to CMU@dgs.ca.gov.
- Proposals shall not be sent to any other mailbox.
- Only proposal submissions shall be sent to this mailbox.
- Emailed proposals should clearly identify in the Subject Line “Proposal Response for Event ID # 0000020793.”

5.3 Final Proposal Format

Proposals must be delivered by email and received by the date and time specified in Exhibit 2, Key Action Dates. Proposals received after this date and time will not be considered; therefore, it is the responsibility of the Bidder to make sure their proposal is received on time.

Proposals shall be submitted as follows:

- Proposals shall be sent to CMU@dgs.ca.gov.
- Proposals shall not be sent to any other mailbox.
- Only proposal submissions shall be sent to this mailbox.
- Emailed proposals should clearly identify in the Subject Line “Proposal Response for Event ID # 0000020793.”

Emailed submissions should not exceed 10 megabytes (MB). The State’s mail server may automatically reject excessively large emails.

5.3.1 Electronic Document Formats

It is the Bidder’s responsibility to ensure that electronically submitted documents are readable by DGS-PD. Required documents should be submitted in Microsoft Word, Microsoft Excel, or PDF, unless otherwise requested. To ensure electronically submitted documents are readable, Bidders should submit electronic documents that meet the following standards:

- Microsoft – Office Suite Standard 2010 (Word, Excel, Power Point)
- Microsoft – Office Professional Plus 2010 (Word, Excel, Power Point, Access, OneNote, Publisher)

Electronic submissions not compatible with these standards and unable to be read may result in the proposal being rejected.

5.4 Final Proposal Content

Final Proposals shall include separate attachments for the following:

- Volume 1: Response to Requirements
- Volume 2: Cost Data

Volume 1: Response to Requirements

It is preferred that multiple documents for Volume 1: Response to Requirements, are combined into a single PDF attachment. If submitting separate Volume 1 attachments, "Volume 1" must be in the file name. (Example: "Volume 1, Response to Requirements"; or "Volume 1, Narrative Response") Cost information must not be included in any attachments for Volume 1: Response to Requirements.

Volume 2: Cost Data

The Volume 2 attachment must contain "Volume 2" in the file name. (Example: "Volume 2, Cost, Group Name(s)")

Zip Files are discouraged. Refer to Section 5.3.1, Electronic Document Formats for preferred document types.

5.4.1 Volume 1- Response to Requirements

This volume must contain all responses to the bidding requirements of the RFP including any technical literature. All applicable forms, except cost data, must be completed and included in this volume.

No cost information should be contained in this volume. Bidder must leave blank or put "XXX" in place of any cost figures and percentages related to costs.

5.4.2 Volume 2 - Cost Data

This volume must contain the completed Exhibit 1, Cost Workbook only. Bidders must submit this volume as a separate attachment.

Pricing figures may not appear in Volume 1 – Response to Requirements. If any cost is included in Volume 1, the proposal may be deemed non-compliant.

5.4.3 Final Proposal Exhibits

Bidders shall include the following documents in the Final Proposal, or as required in the RFP:

Response to Requirements, Volume 1:

Required with Bid Response

Description	Section	Exhibit
Agreement Cover Letter	2.3.4.5	N/A
Narrative Response	2.1.6	3
Technical Questionnaire	3.1.1.2	6
Authorized Dealer Letter (if applicable)	3.2.6	N/A
California Civil Rights Laws Certification	3.2.9	N/A
Iran Contracting Act	3.2.10	N/A
Bidder Declaration Form	3.2.13	N/A

Required with Bid Response only if the Bidder and/or subcontractor is a certified SB/DVBE and/or Bidder is claiming a preference or incentive

Description	Section
DVBE Declaration Form (DGS PD 843)	3.2.13
TACPA Standard Form (STD 830)	3.2.14
Manufacturer's Summary of Contract Activities and Labor Hours Form (DGS/PD 525)	3.2.14
Bidder's Summary of Contract Activities and Labor Hours Form (DGS/PD 526)	3.2.14

Request with Bid Response, required within five (5) days after notification from the State

Description	Section
Technical Literature	3.1.2
PCRC Workbook	3.1.5
Customer Reference Forms (two (2) total)	3.2.3
Darfur Contracting Act	3.2.8
Insurance Requirements	3.2.11
Federal Debarment Certification Form	3.2.12

Request with Bid Response, required during Contract Implementation

Description	Section	Exhibit
Copy of Seller's Permit	3.2.3	N/A
Payee Data Record	3.2.4	N/A
Preliminary Sample of a Pre-Order Quote	3.3.10	N/A

Cost Data, Volume 2:

Required with the Bid Response

Description	Section	Exhibit
Cost Workbook	4.2	1

The State makes no warranty that the list of applicable documents and exhibits is a full and comprehensive listing of every requirement specified in the RFP. Checking off the items on the list does not establish your firm's intent nor does it constitute responsiveness to the requirements. The list is only a tool to assist participating Bidders in compiling their final proposal response. Bidders are encouraged to carefully read the entire RFP. The need to verify all documentation and responses prior to the submission of final proposals cannot be over emphasized.

The State requests that Bidders do not submit unnecessary documentation to your final proposal. The State expects only documentation which pertains to the requested/required information to be submitted as outlined in the RFP. Additional information not specific to the requirements of this RFP should not be submitted (e.g. company literature, marketing materials, etc.).

6. Section 6 - Evaluation

This section describes how the State plans to evaluate the responding proposals and identify the proposals that meet the RFP's objectives. It is the State's intent to conduct a comprehensive, impartial evaluation of all proposals received.

6.1 Receipt

Each proposal will be date and time marked as it is received and verified that all responses are properly identified. Emails will not be opened by the Procurement Official until the required proposal submission due date and time.

6.2 Evaluation of Final Proposals

6.2.1 Validation Against Requirements

The State's proposal evaluation team (Team) will check each proposal's Volume 1 – Response to Requirements in detail to determine its compliance to the RFP requirements. If a proposal fails to meet an RFP requirement, the State will determine if the deviation is material as defined in Section 2.1.1, Requirements. A material deviation will be cause for rejection of the proposal. If a deviation is determined to be immaterial, it will be processed as if no deviation had occurred.

Only those proposals that are administratively and technically compliant will proceed to the cost evaluation.

Volume 2 - Cost Data shall remain unopened until the evaluation of all technical and administrative requirements is completed. Cost data will only be opened for responsive proposals from responsible Bidders. A public cost opening will be held through Microsoft Teams. All participating Bidders and interested parties shall be notified as to the date and time of the public cost opening and a link to join the Microsoft Teaming meeting will be provided.

6.2.2 Cost Analysis

The required cost forms will be checked for mathematical accuracy. Errors and inconsistencies will be dealt with according to procedures contained in Section 2.3.6.3, Errors in the Final Proposals.

6.2.3 Evaluation of Requirements

For evaluation purposes, certain requirements have been designated as scored requirements and will be scored in accordance with the criteria contained herein. All remaining mandatory requirements are not scored and will be evaluated on a pass/fail basis. A material deviation on a mandatory requirement whether or not it is scored will result in disqualification of the proposal.

6.3 Final Proposal Scoring Criteria

The Team will evaluate and score the responses of each Bidder's Final Proposal to determine a Total Score. The maximum points available are 1015, not including applicable preferences and incentives. The total score includes six (6) scoring categories:

Scoring Category	Maximum Points
Customer References	10
Vehicle Purchase Price less Cash Discounts	600
Maintenance Plan Price	5
Cost of Fuel	200
GHG Rating	100
SMOG Rating	100
Total Available Points	1015

Points will be allocated as described in Exhibit 7, Vehicle Procurement Evaluation Methodology.

6.3.1 Preference Calculation

6.3.1.1 Small Business Preference Calculation

If the Small Business (SB) preference is to be applied to a California-certified Small Business' Total Score, the following formula will be utilized:

- SB Preference Points = (Highest Non-Small Business Total Score) multiplied by (5 percent)
- SB Preference Points will be added to the total score of responsive proposals eligible to receive the preference.

Example:

Highest non-small business' Total Score: 800 points

SB Preference: 800 points multiplied by 0.05 = 40 points

The 40 points would be added to the total score for all eligible Bidders

6.3.1.2 DVBE Incentive Calculation

If a DVBE Incentive is to be applied to a qualified Bidder's total score, the Incentive amount applied to each proposal will be as shown in the [California DVBE Bid Incentive Instructions](https://www.dgs.ca.gov/-/media/10D6B9D24A5E4D0CB6DB27FCA1572CC2.ashx) (https://www.dgs.ca.gov/-/media/10D6B9D24A5E4D0CB6DB27FCA1572CC2.ashx).

6.3.1.3 TACPA Preference Calculations

The TACPA preference will be applied to a qualified Bidder's total cost in accordance with Government Code Section 4530 et seq.

6.4 Selection and Award

The contract will be awarded by line item to the responsive and responsible Bidder with the highest total of points, including all applicable preference points.

The State reserves the right to make additional awards to the responsive and responsible Bidders if both of the following occur:

- The Bidder's proposal is within 150 points of the highest scored proposal within each line item.
- The additional Bidder represents a different model than the highest scoring Bidder.

If award is made to more than one Bidder, ordering departments will have the authority to select either Contractor.

6.5 Negotiations

The State may elect to enter into negotiations pursuant to Public Contract Code §6611, if conditions exist.

7. Section 7 - Demonstration

For the purpose of this RFP, demonstrations will not be required.

8. Section 8 – Exhibits

The following list identifies the applicable exhibits for this solicitation:

8.1 Exhibits

- Exhibit 1 Cost Workbook
- Exhibit 2 Key Action Dates
- Exhibit 3 Narrative Response
- Exhibit 4 Customer Reference Form
- Exhibit 5 Technical Specifications
- Exhibit 6 Technical Questionnaire
- Exhibit 7 Vehicle Procurement Evaluation Methodology

ESR Attachment #2

Bidder	Line Item	Make	Model	Bid Price	Discount	Total Net \$	Servise Price	Service Score	MPG/MPGe	Fuel Type	Fuel Cost	GHG	GHG Score	Pollution	Pollution Score	Fuel Score	Total EPP	Bid Score	Reference Score	Total Score	Highest Point Total Per CLIN	Award (Highest Point Total or within 150 Points)	Line Item	Estimated Award Value
Watsonville Fleet Group	2	Ford	Maverick XL	\$20,726.00	\$500.00	\$20,226.00	\$1,340.00	1	37	Hybrid	\$12,108	8	80	5	50	200.0	330.0	581.2	10.0	922.2	945.0	No	2	
Downtown Ford	2	Ford	Maverick XL	\$20,093.00	\$500.00	\$19,593.00	\$499.00	5	37	Hybrid	\$12,108	8	80	5	50	200.0	330.0	600.0	10.0	945.0		Yes	2	\$502,325.00
Freeway Toyota of Hanford	7	Toyota	Tacoma	\$24,832.00	\$500.00	\$24,332.00	\$895.00	3	21	Gas	\$21,333	4	40	5	50	190.9	280.9	585.4	10.0	879.3	922.0	Yes	7	\$620,800.00
Winner Chevrolet	7	Chevy	Colorado 2WT	\$24,240.00	\$500.00	\$23,740.00	\$1,095.00	2	22	Gas	\$20,364	5	50	6	60	200.0	310.0	600.0	10.0	922.0		Yes	7	\$606,000.00
Watsonville Fleet Group	7	Chevy	Colorado WT	\$27,236.00	\$500.00	\$26,736.00	\$1,640.00	1	22	Gas	\$20,364	5	50	6	60	200.0	310.0	532.8	10.0	853.8	917.5	No	7	
Freeway Toyota of Hanford	8	Toyota	Tacoma	\$25,263.00	\$500.00	\$24,763.00	\$895.00	3	21	Gas	\$21,333	4	40	5	50	190.9	280.9	600.0	6.0	889.9		Yes	8	\$1,010,520.00
Winner Chevrolet	8	Chevy	Colorado 2WT	\$25,450.00	\$500.00	\$24,950.00	\$1,095.00	2	22	Gas	\$20,364	5	50	6	60	200.0	310.0	595.5	10.0	917.5		Yes	8	\$1,018,000.00
Watsonville Fleet Group	8	Chevy	Colorado WT	\$28,812.00	\$500.00	\$28,312.00	\$1,640.00	1	22	Gas	\$20,364	5	50	6	60	200.0	310.0	524.8	10.0	845.8	899.0	No	8	
Freeway Toyota of Hanford	9	Toyota	Tacoma	\$27,561.00	\$500.00	\$27,061.00	\$895.00	3	21	Gas	\$21,333	4	40	5	50	200.0	290.0	600.0	6.0	899.0		Yes	9	\$689,025.00
Winner Chevrolet	9	Chevy	Colorado 4WT	\$29,050.00	\$500.00	\$28,550.00	\$1,095.00	2	21	Gas	\$21,333	4	40	6	60	200.0	300.0	568.7	10.0	880.7	899.0	Yes	9	\$726,250.00
Watsonville Fleet Group	9	Chevy	Colorado WT	\$31,060.00	\$500.00	\$30,560.00	\$1,640.00	1	21	Gas	\$21,333	4	40	6	60	200.0	300.0	531.3	10.0	842.3	899.0	No	9	
Freeway Toyota of Hanford	10	Toyota	Tacoma	\$30,027.00	\$500.00	\$29,527.00	\$895.00	3	21	Gas	\$21,333	4	40	5	50	200.0	290.0	600.0	6.0	899.0		Yes	10	\$900,810.00
Winner Chevrolet	10	Chevy	Colorado 4WT	\$31,350.00	\$500.00	\$30,850.00	\$1,095.00	2	19	Gas	\$23,579	4	40	6	60	181.0	281.0	574.3	10.0	867.2	899.0	Yes	10	\$940,500.00
Watsonville Fleet Group	10	Chevy	Colorado WT	\$33,436.00	\$500.00	\$32,936.00	\$1,640.00	1	19	Gas	\$23,579	4	40	6	60	181.0	281.0	537.9	10.0	829.9	882.0	No	10	
Winner Chevrolet	11	Chevy	Colorado LT	\$34,360.00	\$500.00	\$33,860.00	\$1,095.00	2	23	Diesel	\$21,130	4	40	3	30	200.0	270.0	600.0	10.0	882.0		Yes	11	\$687,200.00
Winner Chevrolet	13	Chevy	Colorado LT	\$39,080.00	\$500.00	\$38,580.00	\$1,095.00	2	22	Diesel	\$22,091	4	40	3	30	191.3	261.3	572.7	10.0	846.0	872.3	No	13	
Watsonville Fleet Group	13	Chevy	Colorado WT	\$37,322.00	\$500.00	\$36,822.00	\$1,640.00	1	22	Diesel	\$22,091	4	40	3	30	191.3	261.3	600.0	10.0	872.3		Yes	13	\$1,119,660.00
Elk Grove Auto	20	Ram	1500 Tradesman	\$25,850.00	\$500.00	\$25,350.00	\$1,095.00	2	20	Gas	\$22,400	4	40	3	30	190.5	260.5	569.3	10.0	841.8	889.5	Yes	20	\$646,250.00
LITHIA NISSAN OF FRESNO	20	Nissan	Frontier King Cab	\$24,554.00	\$500.00	\$24,054.00	\$895.00	3	20	Gas	\$22,400	4	40	5	50	190.5	280.5	600.0	6.0	889.5		Yes	20	\$613,850.00
Winner Chevrolet	20	Chevy	Silverado	\$30,840.00	\$500.00	\$30,340.00	\$1,095.00	2	21	Gas	\$21,333	4	40	6	60	200.0	300.0	475.7	10.0	787.7	889.5	Yes	20	\$771,000.00
Watsonville Fleet Group	20	Ford	F-150 XL	\$25,705.00	\$500.00	\$25,205.00	\$1,340.00	1	21	Gas	\$21,333	4	40	6	60	200.0	300.0	572.6	10.0	883.6		No	20	
Watsonville Fleet Group	20	Chevy	Silverado 1500 WT	\$32,187.00	\$500.00	\$31,687.00	\$1,640.00	1	20	Gas	\$22,400	4	40	6	60	190.5	290.5	455.5	10.0	756.9		No	20	
Downtown Ford	20	Ford	F-150 XL	\$25,656.00	\$500.00	\$25,156.00	\$499.00	5	21	Gas	\$21,333	4	40	6	60	200.0	300.0	573.7	10.0	888.7		Yes	20	\$641,400.00
Elk Grove Auto	22	Ram	1500 Tradesman	\$25,850.00	\$500.00	\$25,350.00	\$1,095.00	2	20	Gas	\$22,400	4	40	3	30	190.5	260.5	600.0	10.0	872.5	909.1	Yes	22	\$1,034,000.00
Winner Chevrolet	22	Chevy	Silverado	\$29,400.00	\$500.00	\$28,900.00	\$1,095.00	2	21	Gas	\$21,333	4	40	6	60	200.0	300.0	526.3	10.0	838.3		Yes	22	\$1,176,000.00
Watsonville Fleet Group	22	Ford	F-150 XL	\$25,973.00	\$500.00	\$25,473.00	\$1,340.00	1	21	Gas	\$21,333	4	40	6	60	200.0	300.0	597.1	10.0	908.1	909.1	No	22	
Watsonville Fleet Group	22	Chevy	Silverado 1500 WT	\$32,382.00	\$500.00	\$31,882.00	\$1,640.00	1	20	Gas	\$22,400	4	40	6	60	190.5	290.5	477.1	10.0	778.5		No	22	
CA Car Group	22	GMC	Sierra Pro	\$30,984.85	\$0.00	\$30,984.85	\$749.00	4	20	Gas	\$22,400	3	30	6	60	190.5	280.5	490.9	10.0	785.4		Yes	22	\$1,239,394.00
Downtown Ford	22	Ford	F-150 XL	\$26,100.00	\$500.00	\$25,600.00	\$499.00	5	21	Gas	\$21,333	4	40	6	60	200.0	300.0	594.1	10.0	909.1		Yes	22	\$1,044,000.00
Elk Grove Auto	23	Ram	1500 Tradesman	\$29,440.00	\$500.00	\$28,940.00	\$1,095.00	2	20	Gas	\$22,400	4	40	3	30	181.8	251.8	599.5	10.0	863.3	905.9	Yes	23	\$1,766,400.00
Winner Chevrolet	23	Chevy	Silverado	\$32,460.00	\$500.00	\$31,960.00	\$1,095.00	2	21	Gas	\$21,333	4	40	6	60	190.9	290.9	542.8	10.0	845.7		Yes	23	\$1,947,600.00
Watsonville Fleet Group	23	Ford	F-150 XL	\$35,016.00	\$500.00	\$34,516.00	\$1,340.00	1	22	Gas	\$20,364	5	50	6	60	200.0	310.0	502.6	10.0	823.6	905.9	No	23	
Watsonville Fleet Group	23	Chevy	Silverado 1500 WT	\$35,413.00	\$500.00	\$34,913.00	\$1,640.00	1	20	Gas	\$22,400	4	40	6	60	181.8	281.8	496.9	10.0	789.7		No	23	
CA Car Group	23	GMC	Sierra Pro	\$34,868.04	\$0.00	\$34,868.04	\$749.00	4	20	Gas	\$22,400	3	30	6	60	181.8	271.8	497.6	10.0	783.4		Yes	23	\$2,092,082.40
Downtown Ford	23	Ford	F-150 XL	\$29,415.00	\$500.00	\$28,915.00	\$499.00	5	21	Gas	\$21,333	4	40	6	60	190.9	290.9	600.0	10.0	905.9		Yes	23	\$1,764,900.00
Elk Grove Auto	24	Ram	1500 Tradesman	\$31,840.00	\$500.00	\$31,340.00	\$1,095.00	2	20	Gas	\$22,400	4	40	3	30	190.5	260.5	600.0	10.0	872.5		Yes	24	\$1,910,400.00
Winner Chevrolet	24	Chevy	Silverado	\$34,620.00	\$500.00	\$34,120.00	\$1,095.00	2	21	Gas	\$21,333	4	40	6	60	200.0	300.0	551.1	10.0	863.1	897.2	Yes	24	\$2,077,200.00
Watsonville Fleet Group	24	Ford	F-150 XL	\$32,586.00	\$500.00	\$32,086.00	\$1,340.00	1	21	Gas	\$21,333	4	40	6	60	200.0	300.0	586.0	10.0	897.0		No	24	
Watsonville Fleet Group	24	Chevy	Silverado 1500 WT	\$37,758.00	\$500.00	\$37,258.00	\$1,640.00	1	20	Gas	\$22,400	4	40	6	60	190.5	290.5	504.7	10.0	806.2		No	24	
CA Car Group	24	Chevy	Silverado WT	\$36,461.28	\$0.00	\$36,461.28	\$749.00	4	20	Gas	\$22,400	4	40	6	60	190.5	290.5	515.7	10.0	820.2		No	24	
Downtown Ford	24	Ford	F-150 XL	\$32,800.00	\$500.00	\$32,300.00	\$499.00	5	21	Gas	\$21,333	4	40	6	60	200.0	300.0	582.2	10.0	897.2		Yes	24	\$1,968,000.00
Elk Grove Auto	25	Ram	1500 Tradesman	\$29,920.00	\$500.00	\$29,420.00	\$1,095.00	2	19	Gas	\$23,579	3	30	3	30	190.0	250.0	600.0	10.0	862.0	907.7	Yes	25	\$1,196,800.00
Winner Chevrolet	25	Chevy	Silverado	\$33,625.00	\$500.00	\$33,125.00	\$1,095.00	2	20	Gas	\$22,400	4	40	6	60	200.0	300.0	532.9	10.0	844.9		Yes	25	\$1,345,000.00
Watsonville Fleet Group	25	Ford	F-150 XL	\$30,118.00	\$500.00	\$29,618.00	\$1,340.00	1	20	Gas	\$22,400	4	40	6	60	200.0	300.0	596.0	10.0	907.0		No	25	
Watsonville Fleet Group	25	Chevy	Silverado 1500 WT	\$36,879.00	\$500.00	\$36,379.00	\$1,640.00	1	18	Gas	\$24,889	3	30	6	60	180.0	270.0	485.2	10.0	766.2		No	25	
CA Car Group	25	Chevy	Silverado WT	\$34,768.57	\$0.00	\$34,768.57	\$749.00	4	18	Gas	\$24,889	3	30	6	60	180.0	270.0	507.7	10.0	791.7		No	25	

ESR Attachment #2

Downtown Ford	25	Ford	F-150 XL	\$30,283.00	\$500.00	\$29,783.00	\$499.00	5	20	Gas	\$22,400	4	40	6	60	200.0	300.0	592.7	10.0	907.7	905.0	Yes	25	\$1,211,320.00
Elk Grove Auto	26	Ram	1500 Tradesman	\$32,550.00	\$500.00	\$32,050.00	\$1,095.00	2	19	Gas	\$23,579	3	30	3	30	190.0	250.0	598.9	10.0	860.9	905.0	Yes	26	\$1,953,000.00
Winner Chevrolet	26	Chevy	Silverado	\$35,360.00	\$500.00	\$34,860.00	\$1,095.00	2	20	Gas	\$22,400	4	40	6	60	200.0	300.0	550.6	10.0	862.6	905.0	Yes	26	\$2,121,600.00
Watsonville Fleet Group	26	Ford	F-150 XL	\$34,622.00	\$500.00	\$34,122.00	\$1,340.00	1	19	Gas	\$23,579	4	40	5	50	190.0	280.0	562.5	10.0	853.5	905.0	No	26	
Watsonville Fleet Group	26	Chevy	Silverado 1500 WT	\$38,638.00	\$500.00	\$38,138.00	\$1,640.00	1	18	Gas	\$24,889	3	30	6	60	180.0	270.0	503.3	10.0	784.3	905.0	No	26	
Downtown Ford	26	Ford	F-150 XL	\$32,490.00	\$500.00	\$31,990.00	\$499.00	5	19	Gas	\$23,579	4	40	6	60	190.0	290.0	600.0	10.0	905.0	905.0	Yes	26	\$1,949,400.00
Elk Grove Auto	27	Ram	1500 Tradesman	\$34,950.00	\$500.00	\$34,450.00	\$1,095.00	2	19	Gas	\$23,579	3	30	3	30	190.0	250.0	600.0	10.0	862.0	989.0	Yes	27	\$1,048,500.00
Winner Chevrolet	27	Chevy	Silverado	\$37,525.00	\$500.00	\$37,025.00	\$1,095.00	2	20	Gas	\$22,400	4	40	6	60	200.0	300.0	558.3	10.0	870.3	989.0	Yes	27	\$1,125,750.00
Watsonville Fleet Group	27	Ford	F-150 XL	\$38,740.00	\$500.00	\$38,240.00	\$1,340.00	1	20	Gas	\$22,400	4	40	6	60	200.0	300.0	540.5	10.0	851.5	989.0	No	27	
Watsonville Fleet Group	27	Chevy	Silverado 1500 WT	\$40,985.00	\$500.00	\$40,485.00	\$1,640.00	1	18	Gas	\$24,889	3	30	6	60	180.0	270.0	510.6	10.0	791.6	989.0	No	27	
Downtown Ford	27	Ford	F-150 XL	\$35,955.00	\$500.00	\$35,455.00	\$499.00	5	20	Gas	\$22,400	4	40	6	60	200.0	300.0	583.0	10.0	898.0	989.0	Yes	27	\$1,078,650.00
Winner Chevrolet	28	Chevy	Silverado	\$33,545.00	\$500.00	\$33,045.00	\$1,095.00	2	16	E85	\$22,313	2	20	3	30	200.0	250.0	525.0	10.0	787.0	925.0	Yes	28	\$503,175.00
Watsonville Fleet Group	28	Ford	F-150 XL	\$31,206.00	\$500.00	\$30,706.00	\$1,340.00	1	14	E85	\$25,500	4	40	5	50	175.0	265.0	565.0	10.0	841.0	925.0	No	28	
Watsonville Fleet Group	28	Chevy	Silverado 1500 WT	\$38,272.00	\$500.00	\$37,772.00	\$1,640.00	1	12	E85	\$29,750	3	30	3	30	150.0	210.0	459.3	10.0	680.3	925.0	No	28	
Downtown Ford	28	Ford	F-150 XL	\$29,416.00	\$500.00	\$28,916.00	\$499.00	5	16	E85	\$22,313	5	50	6	60	200.0	310.0	600.0	10.0	925.0	925.0	Yes	28	\$441,240.00
Winner Chevrolet	29	Chevy	Silverado	\$36,450.00	\$500.00	\$35,950.00	\$1,095.00	2	16	E85	\$22,313	2	20	3	30	200.0	250.0	533.9	10.0	795.9	912.5	Yes	29	\$546,750.00
Watsonville Fleet Group	29	Ford	F-150 XL	\$34,622.00	\$500.00	\$34,122.00	\$1,340.00	1	13	E85	\$27,462	4	40	5	50	162.5	252.5	562.5	10.0	826.0	912.5	No	29	
Watsonville Fleet Group	29	Chevy	Silverado 1500 WT	\$41,452.00	\$500.00	\$40,952.00	\$1,640.00	1	12	E85	\$29,750	3	30	3	30	150.0	210.0	468.7	10.0	689.7	912.5	No	29	
Downtown Ford	29	Ford	F-150 XL	\$32,490.00	\$500.00	\$31,990.00	\$499.00	5	15	E85	\$23,800	5	50	6	60	187.5	297.5	600.0	10.0	912.5	912.5	Yes	29	\$487,350.00
Winner Chevrolet	30	Chevy	Silverado LT	\$39,580.00	\$500.00	\$39,080.00	\$1,095.00	2	27	Diesel	\$18,000	4	40	3	30	200.0	270.0	600.0	10.0	882.0	882.0	Yes	30	\$593,700.00
Watsonville Fleet Group	30	Chevy	Silverado 1500 LT	\$45,668.00	\$500.00	\$45,168.00	\$1,640.00	1	26	Diesel	\$18,692	5	50	3	30	192.6	272.6	519.1	10.0	802.7	882.0	No	30	
Winner Chevrolet	31	Chevy	Silverado LT	\$44,450.00	\$500.00	\$43,950.00	\$1,095.00	2	24	Diesel	\$20,250	4	40	3	30	200.0	270.0	600.0	10.0	882.0	882.0	Yes	31	\$666,750.00
Watsonville Fleet Group	31	Chevy	Silverado 1500 LT	\$48,824.00	\$500.00	\$48,324.00	\$1,640.00	1	24	Diesel	\$20,250	4	40	3	30	200.0	270.0	545.7	10.0	826.7	882.0	No	31	

Fleet Vehicles - Trucks

Attachment A - Contract Pricing - *Supplement 15, 11/20/2024*

Contract 1-22-23-20 (B-K)

Payment Terms		Contract #s								
\$500 discount per vehicle for payment within 20 days		(1-22-23-20B-G & K)								
\$200 discount per vehicle for payment within 20 days		1-22-23-20I								
Contact Line Item # (CLIN)	Description	UNSPSC	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Vehicle Contract Unit Price	Maintenance Plan Contract Unit Price	Dealer	Contract Number
2	Small Pickup, 4x2, Crew Cab, Regular Box, 119 in. WB, 5000 lb. GVWR, HYBRID Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	FORD	MAVERICK	*\$26,273.00*	\$499.00	DOWNTOWN FORD	1-22-23-20F
7	Small Pickup, 4x2, Extra Cab, Regular Box, 125 in. WB, 5000 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	TOYOTA	TACOMA	\$31,293.00	\$895.00	FREEWAY TOYOTA OF HANFORD	1-22-23-20C
8	Small Pickup, 4x2, Crew Cab, Short Box, 125 in. WB, 5000 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	TOYOTA	TACOMA	\$33,073.00	\$895.00	FREEWAY TOYOTA OF HANFORD	1-22-23-20C
8	Small Pickup, 4x2, Crew Cab, Short Box, 125 in. WB, 5000 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	CHEVROLET	COLORADO	CURRENTLY UNAVAILABLE	\$1,095.00	WINNER CHEVROLET	1-22-23-20D
9	Small Pickup, 4x4, Extra Cab, Regular Box, 125 in. WB, 5000 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	TOYOTA	TACOMA	\$34,258.00	\$895.00	FREEWAY TOYOTA OF HANFORD	1-22-23-20C
10	Small Pickup, 4x4, Crew Cab, Short Box, 125 in. WB, 5000 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	TOYOTA	TACOMA	\$35,964.00	\$895.00	FREEWAY TOYOTA OF HANFORD	1-22-23-20C
10	Small Pickup, 4x4, Crew Cab, Short Box, 125 in. WB, 5000 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	CHEVROLET	COLORADO	CURRENTLY UNAVAILABLE	\$1,095.00	WINNER CHEVROLET	1-22-23-20D
20	Standard Pickup, 4x2, Regular Cab, Regular Box, 125 in. WB, 6000 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	CHEVROLET	SILVERADO	*\$36,590.00*	\$1,095.00	WINNER CHEVROLET	1-22-23-20D
20	Standard Pickup, 4x2, Regular Cab, Regular Box, 125 in. WB, 6000 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	FORD	F-150	\$37,241.00	\$499.00	DOWNTOWN FORD	1-22-23-20F
21	Standard Pickup, 4x4, Regular Cab, Regular Box, 125 in. WB, 6000 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	HONDA	RIDGELINE SPORT	CURRENTLY UNAVAILABLE	\$1,195.00	OCEAN HONDA	1-22-23-20B

21	Standard Pickup, 4x4, Regular Cab, Regular Box, 125 in. WB, 6000 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	CHEVROLET	SILVERADO	*\$40,890.00*	\$1,095.00	WINNER CHEVROLET	1-22-23-20D
21	Standard Pickup, 4x4, Regular Cab, Regular Box, 125 in. WB, 6000 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	FORD	F-150	\$42,092.00	\$499.00	DOWNTOWN FORD	1-22-23-20F
22	Standard Pickup, 4x2, Regular Cab, Regular Box, 140 in. WB, 6000 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	CHEVROLET	SILVERADO	*\$36,450.00*	\$1,095.00	WINNER CHEVROLET	1-22-23-20D
22	Standard Pickup, 4x2, Regular Cab, Regular Box, 140 in. WB, 6000 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	GMC	SIERRA	\$35,300.25	\$749.00	CA CAR GROUP	1-22-23-20H
22	Standard Pickup, 4x2, Regular Cab, Regular Box, 140 in. WB, 6000 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	FORD	F-150	\$36,100.00	\$499.00	DOWNTOWN FORD	1-22-23-20F
23	Standard Pickup, 4x2, Extra Cab, Regular Box, 140 in. WB, 6100 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	RAM	1500	\$38,095.00	\$1,095.00	ELK GROVE AUTO	1-22-23-20E
23	Standard Pickup, 4x2, Extra Cab, Regular Box, 140 in. WB, 6100 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	CHEVROLET	SILVERADO	*\$38,670.00*	\$1,095.00	WINNER CHEVROLET	1-22-23-20D
23	Standard Pickup, 4x2, Extra Cab, Regular Box, 140 in. WB, 6100 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	GMC	SIERRA	\$36,429.64	\$749.00	CA CAR GROUP	1-22-23-20H
23	Standard Pickup, 4x2, Extra Cab, Regular Box, 140 in. WB, 6100 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	FORD	F-150	\$38,968.00	\$499.00	DOWNTOWN FORD	1-22-23-20F
24	Standard Pickup, 4x2, Crew Cab, Short Box, 140 in. WB, 6100 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	RAM	1500	\$38,995.00	\$1,095.00	ELK GROVE AUTO	1-22-23-20E
24	Standard Pickup, 4x2, Crew Cab, Short Box, 140 in. WB, 6100 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/22	25101507	Each	1	CHEVROLET	SILVERADO	*\$40,790.00*	\$1,095.00	WINNER CHEVROLET	1-22-23-20D
24	Standard Pickup, 4x2, Crew Cab, Short Box, 140 in. WB, 6100 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/23	25101507	Each	1	FORD	F-150	\$42,132.00	\$499.00	DOWNTOWN FORD	1-22-23-20F
25	Standard Pickup, 4x4, Regular Cab, Regular Box, 140 in. WB, 6000 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	CHEVROLET	SILVERADO	*\$39,675.00*	\$1,095.00	WINNER CHEVROLET	1-22-23-20D

25	Standard Pickup, 4x4, Regular Cab, Regular Box, 140 in. WB, 6000 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	FORD	F-150	\$40,700.00	\$499.00	DOWNTOWN FORD	1-22-23-20F
26	Standard Pickup, 4x4, Extra Cab, Regular Box, 140 in. WB, 6300 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	RAM	1500	\$39,205.00	\$1,095.00	ELK GROVE AUTO	1-22-23-20E
26	Standard Pickup, 4x4, Extra Cab, Regular Box, 140 in. WB, 6300 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	CHEVROLET	SILVERADO	*\$41,390.00*	\$1,095.00	WINNER CHEVROLET	1-22-23-20D
26	Standard Pickup, 4x4, Extra Cab, Regular Box, 140 in. WB, 6300 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	FORD	F-150	\$42,440.00	\$499.00	DOWNTOWN FORD	1-22-23-20F
27	Standard Pickup, 4x4, Crew Cab, Short Box, 140 in. WB, 6300 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	RAM	1500	\$41,605.00	\$1,095.00	ELK GROVE AUTO	1-22-23-20E
27	Standard Pickup, 4x4, Crew Cab, Short Box, 140 in. WB, 6300 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	CHEVROLET	SILVERADO	*\$43,605.00*	\$1,095.00	WINNER CHEVROLET	1-22-23-20D
27	Standard Pickup, 4x4, Crew Cab, Short Box, 140 in. WB, 6300 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	FORD	F-150	\$45,682.00	\$499.00	DOWNTOWN FORD	1-22-23-20F
28	Standard Pickup, 4x2, Extra Cab, Regular Box, 140 in. WB, 6100 lb. GVWR, E85 Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	CHEVROLET	SILVERADO	\$39,965.00	\$1,095.00	WINNER CHEVROLET	1-22-23-20D
28	Standard Pickup, 4x2, Extra Cab, Regular Box, 140 in. WB, 6100 lb. GVWR, E85 Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	FORD	F-150	\$38,979.00	\$499.00	DOWNTOWN FORD	1-22-23-20F
29	Standard Pickup, 4x4, Extra Cab, Regular Box, 140 in. WB, 6300 lb. GVWR, E85 Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	CHEVROLET	SILVERADO	\$42,685.00	\$1,095.00	WINNER CHEVROLET	1-22-23-20D
29	Standard Pickup, 4x4, Extra Cab, Regular Box, 140 in. WB, 6300 lb. GVWR, E85 Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	FORD	F-150	\$42,440.00	\$499.00	DOWNTOWN FORD	1-22-23-20F
30	Standard-Pickup, 4x2, Extra Cab, Regular Box, 140 in. WB, 6200 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	CHEVROLET	SILVERADO	CURRENTLY UNAVAILABLE	\$1,095.00	WINNER CHEVROLET	1-22-23-20D
31	Standard Pickup, 4x4, Extra Cab, Regular Box, 140 in. WB, 6500 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	CHEVROLET	SILVERADO	CURRENTLY UNAVAILABLE	\$1,095.00	WINNER CHEVROLET	1-22-23-20D

32	Standard Pickup, 4x2, Regular Cab, Regular Box, 350 HP, 133 in. WB, 8500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	RAM	2500	\$39,650.00		ELK GROVE AUTO	1-22-23-20E
32	Standard Pickup, 4x2, Regular Cab, Regular Box, 350 HP, 133 in. WB, 8500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	CHEVROLET	SILVERADO	\$43,503.00		WINNER CHEVROLET	1-22-23-20D
32	Standard Pickup, 4x2, Regular Cab, Regular Box, 350 HP, 133 in. WB, 8500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	FORD	F-250	*\$43,664.16*		WATSONVILLE FLEET GROUP	1-22-23-20G
33	Standard Pickup, 4x2, Extra Cab, Regular Box, 350 HP, 141 in. WB, 8500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	RAM	2500	\$42,900.00		ELK GROVE AUTO	1-22-23-20E
33	Standard Pickup, 4x2, Extra Cab, Regular Box, 350 HP, 141 in. WB, 8500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	CHEVROLET	SILVERADO	\$44,657.00		WINNER CHEVROLET	1-22-23-20D
33	Standard Pickup, 4x2, Extra Cab, Regular Box, 350 HP, 141 in. WB, 8500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	FORD	F-250	*\$45,952.72*		WATSONVILLE FLEET GROUP	1-22-23-20G
34	Standard Pickup, 4x2, Crew Cab, Short Box, 350 HP, 153 in. WB, 8500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	RAM	2500	\$43,050.00		ELK GROVE AUTO	1-22-23-20E
34	Standard Pickup, 4x2, Crew Cab, Short Box, 350 HP, 153 in. WB, 8500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	CHEVROLET	SILVERADO	\$46,577.00		WINNER CHEVROLET	1-22-23-20D
34	Standard Pickup, 4x2, Crew Cab, Short Box, 350 HP, 153 in. WB, 8500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	FORD	F-250	*\$47,084.72*		WATSONVILLE FLEET GROUP	1-22-23-20G
34	Standard Pickup, 4x2, Crew Cab, Short Box, 350 HP, 153 in. WB, 8500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	GMC	SIERRA	\$45,111.92		CA CAR GROUP	1-22-23-20H
35	Standard Pickup, 4x4, Regular Cab, Regular Box, 350 HP, 133 in. WB, 8500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	RAM	2500	\$42,500.00		ELK GROVE AUTO	1-22-23-20E
35	Standard Pickup, 4x4, Regular Cab, Regular Box, 350 HP, 133 in. WB, 8500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	CHEVROLET	SILVERADO	\$45,708.00		WINNER CHEVROLET	1-22-23-20D
35	Standard Pickup, 4x4, Regular Cab, Regular Box, 350 HP, 133 in. WB, 8500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	FORD	F-250	*\$46,152.72*		WATSONVILLE FLEET GROUP	1-22-23-20G

36	Standard Pickup, 4x4, Extra Cab, Regular Box, 350 HP, 141 in. WB, 8500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	RAM	2500	\$45,980.00		ELK GROVE AUTO	1-22-23-20E
36	Standard Pickup, 4x4, Extra Cab, Regular Box, 350 HP, 141 in. WB, 8500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	CHEVROLET	SILVERADO	\$46,699.00		WINNER CHEVROLET	1-22-23-20D
36	Standard Pickup, 4x4, Extra Cab, Regular Box, 350 HP, 141 in. WB, 8500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	GMC	SIERRA	\$45,241.66		CA CAR GROUP	1-22-23-20H
36	Standard Pickup, 4x4, Extra Cab, Regular Box, 350 HP, 141 in. WB, 8500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	FORD	F-250	\$48,792.00		DOWNTOWN FORD	1-22-23-20F
37	Standard Pickup, 4x4, Crew Cab, Short Box, 350 HP, 153 in. WB, 8500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	RAM	2500	\$46,080.00		ELK GROVE AUTO	1-22-23-20E
37	Standard Pickup, 4x4, Crew Cab, Short Box, 350 HP, 153 in. WB, 8500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	CHEVROLET	SILVERADO	\$48,636.00		WINNER CHEVROLET	1-22-23-20D
37	Standard Pickup, 4x4, Crew Cab, Short Box, 350 HP, 153 in. WB, 8500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	FORD	F-250	*\$49,611.72*		WATSONVILLE FLEET GROUP	1-22-23-20G
38	Standard Pickup, 4x2, Extra Cab, Regular Box, 350 HP, 141 in. WB, 8500 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	RAM	2500	\$52,750.00		ELK GROVE AUTO	1-22-23-20E
38	Standard Pickup, 4x2, Extra Cab, Regular Box, 350 HP, 141 in. WB, 8500 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	CHEVROLET	SILVERADO	\$54,128.00		WINNER CHEVROLET	1-22-23-20D
38	Standard Pickup, 4x2, Extra Cab, Regular Box, 350 HP, 141 in. WB, 8500 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	FORD	F-250	*\$55,991.70*		WATSONVILLE FLEET GROUP	1-22-23-20G
38	Standard Pickup, 4x2, Extra Cab, Regular Box, 350 HP, 141 in. WB, 8500 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	GMC	SIERRA	\$51,660.86		CA CAR GROUP	1-22-23-20H
39	Standard Pickup, 4x4, Extra Cab, Regular Box, 350 HP, 141 in. WB, 8500 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101600	Each	1	RAM	2500	\$55,500.00		ELK GROVE AUTO	1-22-23-20E
39	Standard Pickup, 4x4, Extra Cab, Regular Box, 350 HP, 141 in. WB, 8500 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101600	Each	1	CHEVROLET	SILVERADO	\$56,444.00		WINNER CHEVROLET	1-22-23-20D

39	Standard Pickup, 4x4, Extra Cab, Regular Box, 350 HP, 141 in. WB, 8500 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101600	Each	1	FORD	F-250	*\$57,513.70*		WATSONVILLE FLEET GROUP	1-22-23-20G
40	Standard Pickup, 4x2, Regular Cab, Regular Box, 133 in. WB, 8500 lb. GVWR, CNG Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101600	Each	1	FORD	F-250	\$55,927.00		DOWNTOWN FORD	1-22-23-20F
41	Standard Pickup, 4X2, Regular Cab, Regular Box, 380 lb.-ft. Torque, 133 in. WB, 10200 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101600	Each	1	RAM	3500	\$42,250.00		ELK GROVE AUTO	1-22-23-20E
41	Standard Pickup, 4X2, Regular Cab, Regular Box, 380 lb.-ft. Torque, 133 in. WB, 10200 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101600	Each	1	CHEVROLET	SILVERADO	\$44,765.00		WINNER CHEVROLET	1-22-23-20D
41	Standard Pickup, 4X2, Regular Cab, Regular Box, 380 lb.-ft. Torque, 133 in. WB, 10200 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101600	Each	1	FORD	F-350	*\$44,833.32*		WATSONVILLE FLEET GROUP	1-22-23-20G
41	Standard Pickup, 4X2, Regular Cab, Regular Box, 380 lb.-ft. Torque, 133 in. WB, 10200 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101600	Each	1	GMC	SIERRA	\$43,687.57		CA CAR GROUP	1-22-23-20H
42	Standard Pickup, 4x4, Crew Cab, Regular Box, 135 in. WB, 7650 lb. GVWR, ELECTRIC Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101600	Each	1	FORD	F-150 Lightning PRO	\$48,817.00	\$0.00	DOWNTOWN FORD	1-22-23-20F
42A	Standard Pickup, 4x4, Crew Cab, Regular Box, 135 in. WB, 7650 lb. GVWR, ELECTRIC Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101600	Each	1	CHEVROLET	SILVERADO EV	\$75,300.00	\$0.00	WINNER CHEVROLET	1-22-23-20D
44	Standard Pickup, 4X2, Regular Cab, Regular Box, 135 in. WB, 6000 lb. GVWR, HYBRID Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101600	Each	1	FORD	F-150 XL	CURRENTLY UNAVAILABLE	\$0.00	DOWNTOWN FORD	1-22-23-20F
45	Standard Pickup, 4x4, Crew Cab, Regular Box, 135 in. WB, 6000 lb. GVWR, HYBRID Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101600	Each	1	FORD	F-150 XL	\$56,348.00	\$0.00	DOWNTOWN FORD	1-22-23-20F
48	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, 60 in. CA, 10200 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101600	Each	1	GMC	SIERRA	\$43,308.65		CA CAR GROUP	1-22-23-20H
48	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, 60 in. CA, 10200 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101600	Each	1	FORD	F-350	*\$47,359.00*		DOWNTOWN FORD	1-22-23-20F
48	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, 60 in. CA, 10200 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101600	Each	1	RAM	3500	CURRENTLY UNAVAILABLE		ELK GROVE AUTO	1-22-23-20E

48	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, 60 in. CA, 10200 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101600	Each	1	CHEVROLET	SILVERADO	\$43,800.00		WINNER CHEVROLET	1-22-23-20D
49	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, 60 in. CA, 15000 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101600	Each	1	FORD	F-450	*\$53,510.00*		DOWNTOWN FORD	1-22-23-20F
49	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, 60 in. CA, 15000 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101600	Each	1	RAM	4500	CURRENTLY UNAVAILABLE		ELK GROVE AUTO	1-22-23-20E
50	Truck, Cab & Chassis, 4X2, Regular Cab, 650 lb.-ft. Torque, 60 in. CA, 15000 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101600	Each	1	INTERNATIONAL	CV	CURRENTLY UNAVAILABLE		RIVERVIEW INTERNATIONAL TRUCKS	1-22-23-20I
50	Truck, Cab & Chassis, 4X2, Regular Cab, 650 lb.-ft. Torque, 60 in. CA, 15000 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101600	Each	1	FORD	F-450	*\$61,341.00*		DOWNTOWN FORD	1-22-23-20F
50	Truck, Cab & Chassis, 4X2, Regular Cab, 650 lb.-ft. Torque, 60 in. CA, 15000 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101600	Each	1	CHEVROLET	SILVERADO	\$55,225.00		WINNER CHEVROLET	1-22-23-20D
50	Truck, Cab & Chassis, 4X2, Regular Cab, 650 lb.-ft. Torque, 60 in. CA, 15000 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101600	Each	1	RAM	4500	CURRENTLY UNAVAILABLE		ELK GROVE AUTO	1-22-23-20E
51	Truck, Cab & Chassis, 4X2, Regular Cab, 60 in. CA, 15000 lb. GVWR, CNG Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101600	Each	1	FORD	F-450	\$65,905.00		DOWNTOWN FORD	1-22-23-20F
52	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, 84 in. CA, 19500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101600	Each	1	FORD	F-550	*\$53,398.00*		DOWNTOWN FORD	1-22-23-20F
52	Truck, Cab & Chassis, 4X2, Regular Cab, 380 lb.-ft. Torque, 84 in. CA, 19500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101600	Each	1	RAM	5500	CURRENTLY UNAVAILABLE		ELK GROVE AUTO	1-22-23-20E
53	Truck, Cab & Chassis, 4X2, Regular Cab, 650 lb.-ft. Torque, 84 in. CA, 19500 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	INTERNATIONAL	CV	CURRENTLY UNAVAILABLE		RIVERVIEW INTERNATIONAL TRUCKS	1-22-23-20I
53	Truck, Cab & Chassis, 4X2, Regular Cab, 650 lb.-ft. Torque, 84 in. CA, 19500 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	FORD	F-550	*\$61,042.00*		DOWNTOWN FORD	1-22-23-20F
53	Truck, Cab & Chassis, 4X2, Regular Cab, 650 lb.-ft. Torque, 84 in. CA, 19500 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	RAM	5500	CURRENTLY UNAVAILABLE		ELK GROVE AUTO	1-22-23-20E

53	Truck, Cab & Chassis, 4X2, Regular Cab, 650 lb.-ft. Torque, 84 in. CA, 19500 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	CHEVROLET	SILVERADO	\$56,855.00		WINNER CHEVROLET	1-22-23-20D
54	Truck, Cab & Chassis, 4X2, Regular Cab, 84 in. CA, 19500 lb. GVWR, CNG Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	FORD	F-600	CURRENTLY UNAVAILABLE		DOWNTOWN FORD	1-22-23-20F
55	Truck, Cab & Chassis, 4X2, Regular Cab, 450 lb.-ft. Torque, 102 in. CA, 25500 lb. GVWR, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	FORD	F-650	\$59,168.00		DOWNTOWN FORD	1-22-23-20F
56	Truck, Cab & Chassis, 4X2, Regular Cab, 660 lb.-ft. Torque, 102 in. CA, 25500 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	INTERNATIONAL	HV	CURRENTLY UNAVAILABLE		RIVERVIEW INTERNATIONAL TRUCKS	1-22-23-20I
56	Truck, Cab & Chassis, 4X2, Regular Cab, 660 lb.-ft. Torque, 102 in. CA, 25500 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	INTERNATIONAL	MV	CURRENTLY UNAVAILABLE		RIVERVIEW INTERNATIONAL TRUCKS	1-22-23-20I
56	Truck, Cab & Chassis, 4X2, Regular Cab, 660 lb.-ft. Torque, 102 in. CA, 25500 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	FREIGHTLINER	M2	CURRENTLY UNAVAILABLE		SACRAMENTO TRUCK CENTER	1-22-23-20J
57	Truck, Cab & Chassis, 4X2, Regular Cab, 800 lb.-ft. Torque, 108 in. CA, 30000 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	INTERNATIONAL	HV	CURRENTLY UNAVAILABLE		RIVERVIEW INTERNATIONAL TRUCKS	1-22-23-20I
57	Truck, Cab & Chassis, 4X2, Regular Cab, 800 lb.-ft. Torque, 108 in. CA, 30000 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	INTERNATIONAL	MV	CURRENTLY UNAVAILABLE		RIVERVIEW INTERNATIONAL TRUCKS	1-22-23-20I
57	Truck, Cab & Chassis, 4X2, Regular Cab, 800 lb.-ft. Torque, 108 in. CA, 30000 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	FREIGHTLINER	M2	CURRENTLY UNAVAILABLE		SACRAMENTO TRUCK CENTER	1-22-23-20J
58	Truck, Cab & Chassis, 4X2, Regular Cab, 860 lb.-ft. Torque, 120 in. CA, 33000 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	INTERNATIONAL	HV	CURRENTLY UNAVAILABLE		RIVERVIEW INTERNATIONAL TRUCKS	1-22-23-20I
58	Truck, Cab & Chassis, 4X2, Regular Cab, 860 lb.-ft. Torque, 120 in. CA, 33000 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	INTERNATIONAL	MV	CURRENTLY UNAVAILABLE		RIVERVIEW INTERNATIONAL TRUCKS	1-22-23-20I
58	Truck, Cab & Chassis, 4X2, Regular Cab, 860 lb.-ft. Torque, 120 in. CA, 33000 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	FREIGHTLINER	M2	CURRENTLY UNAVAILABLE		SACRAMENTO TRUCK CENTER	1-22-23-20J
59	Truck, Cab & Chassis, 4X2, Regular Cab, 120 in. CA, 33000 lb. GVWR, CNG Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	FREIGHTLINER	M2	CURRENTLY UNAVAILABLE		SACRAMENTO TRUCK CENTER	1-22-23-20J

60	Truck, Cab & Chassis, 6X4, Regular Cab, 1150 lb.-ft. Torque, 138 in. CA, 54000 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	INTERNATIONAL	HV	CURRENTLY UNAVAILABLE		RIVERVIEW INTERNATIONAL TRUCKS	1-22-23-20I
60	Truck, Cab & Chassis, 6X4, Regular Cab, 1150 lb.-ft. Torque, 138 in. CA, 54000 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	FREIGHTLINER	M2	CURRENTLY UNAVAILABLE		SACRAMENTO TRUCK CENTER	1-22-23-20J
60	Truck, Cab & Chassis, 6X4, Regular Cab, 1150 lb.-ft. Torque, 138 in. CA, 54000 lb. GVWR, DIESEL Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	25101507	Each	1	WESTERN STAR	47X	\$148,523.00		BONANDER TRUCK & TRAILER	1-22-23-20K

The following items are applicable for options only.

Description	Unit of Measure (UOM)	Quantity in Unit of Measure	Make	Model	Manufacturer	Contract Unit Price
Additional options, (cost plus)	various	various	n/a	n/a	n/a	Dealer Cost up to + 10 %
Removal of options, (cost minus)	various	various	n/a	n/a	n/a	Dealer Cost up to + 10 %

End of Sheet



Department of General Services
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811

State of California
STATEWIDE CONTRACT
USER INSTRUCTIONS
MANDATORY

Supplement 6
(Incorporates Supplements 1 – 6)

ISSUE AND EFFECTIVE DATE: ***01/23/2023***

CONTRACT NUMBER: 1-22-23-20 A through K

DESCRIPTION: Fleet Vehicles – Trucks

CONTRACTOR(S): Lithia Nissan of Fresno (1-22-23-20A)

Ocean Honda (1-22-23-20B)

Freeway Toyota (1-22-23-20C)

Winner Chevrolet (1-22-23-20D)

Elk Grove Auto (1-22-23-20E)

Downtown Ford Sales (1-22-23-20F)

Watsonville Fleet Group (1-22-23-20G)

CA Car Group (1-22-23-20H)

Riverview International (1-22-23-20I)

Sacramento Truck Center

(1-22-23-20J)

Bonander Truck & Trailer (1-22-23-20K)

CONTRACT TERM: 05/01/2022 through 04/30/2025

STATE CONTRACT ADMINISTRATOR: **Contracts 1-22-23-20A-G, I, & J**

Eugene Shemereko

279-946-8028

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Contracts 1-22-23-20H & K

Robb Parkison

279-946-8302

Robb.Parkison@dgs.ca.gov

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions:

Contract (Mandatory) 1-22-23-20 A-K
Contract User Instructions, ****Supplement 6****

[Non-IT General Provisions \(rev 11/19/2021\)](https://www.dgs.ca.gov/-/media/199A6A32E4DE4BECAFF4EFA7194350CD.ashx) (https://www.dgs.ca.gov/-/media/199A6A32E4DE4BECAFF4EFA7194350CD.ashx)

Cal eProcure link: www.caleprocure.ca.gov

All changes to most recent Supplement are in ***bold red italic***. Additions are enclosed in asterisks; deletions are enclosed in brackets.

SUMMARY OF CHANGES

Supplement Number	Description/Articles	Supplement Date
<i>*6*</i>	➤ <i>*Attachment A – Contract Pricing – Supplement 5 has been replaced with Attachment A – Contract Pricing – Supplement 6*</i>	<i>*01/23/2023*</i>
5	➤ Attachment A – Contract Pricing – Supplement 4 has been replaced with Attachment A – Contract Pricing – Supplement 5	12/06/2022
4	➤ Attachment A – Contract Pricing – Supplement 3 has been replaced with Attachment A – Contract Pricing – Supplement 4	11/04/2022
3	➤ Attachment A – Contract Pricing – Supplement 2 has been replaced with Attachment A – Contract Pricing – Supplement 3 ➤ Contact Information for Downtown Ford has been updated	09/19/2022
2	➤ Attachment A – Contract Pricing – Supplement 1 has been replaced with Attachment A – Contract Pricing – Supplement 2*	08/16/2022
1	➤ Attachment A – Contract Pricing has been replaced with Attachment A – Contract Pricing – Supplement 1 ➤ Attachment D – Vehicle Specifications has been added ➤ Article 25 – Payments, language has been modified	05/26/2022
N/A	Original Contract Posted	05/01/2022

All other terms and conditions remain the same.

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1. SCOPE

The State's contracts provide Fleet Vehicles - Trucks at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-22-23-20 A - K. The contractors shall supply the entire portfolio of products as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of Fleet Vehicles - Trucks to the State.

The contract term is for three (3) years with an option to extend the contract for two (2) additional one (1) year periods or portion thereof. The terms, conditions, and prices for the contract extension option shall be by mutual agreement between the contractor and the State. If a mutual agreement cannot be met the contract may be terminated at the end of the current contract term.

2. CONTRACT USAGE/RULES

A. State Departments

- The use of this contract is mandatory for State of California departments. State Departments may purchase any vehicle that is awarded to each line item. This contract does not include ranking.
- State departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 2 and SCM-F as applicable.
- Prior to placing orders against this contract, State departments must have been granted non-IT purchasing authority by the Department of General Services, Procurement Division (DGS-PD) for the use of this statewide contract. State departments that have not been granted purchasing authority by DGS-PD for the use of the State's statewide contracts may contact DGS-PD's Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.
- Departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department's fiscal office to obtain this information.

B. Local Governmental Agencies

- Local governmental agency use of this contract is optional.
- Local government agencies are defined as "any city, county, city and county, district or other governmental body or corporation", per Public Contract Code Chapter 2, Section 10298 (b), empowered to expend public funds for the acquisition of products; this includes the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges. While the State makes this contract available to local governmental agencies, each local

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governmental agency should determine whether this contract is consistent with its procurement policies and regulations.

- Local governmental agencies shall have the same rights and privileges as the State under the terms of this contract. Any agencies desiring to participate shall be required to adhere to the same responsibilities as do State agencies and have no authority to amend, modify or change any condition of the contract.
 - A DGS issued billing code is not required for local governmental agencies to place orders against this contract.
- C. Unless otherwise specified within this document, the term “ordering agencies” will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local governmental agencies shall be identified within each article.

3. DGS ADMINISTRATIVE FEES

A. State Departments

The DGS will bill each State department an administrative fee for use of this statewide contract. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

Current fees are available online in the [Price Book & Directory of Services](https://www.dgs.ca.gov/OFS/Price-Book) (<https://www.dgs.ca.gov/OFS/Price-Book>) (go to Price Book Download and click on Purchasing under Procurement Division).

B. Local Governmental Agencies

For all local government agency transactions issued against the contract, the Contractor is required to remit the DGS-PD an Incentive Fee of an amount equal to 1.25% of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the agency’s purchase price, nor invoiced or charged to the purchasing entity. All prices quoted to local governmental agency customers shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

4. SB/DVBE OFF-RAMP PROVISION

There is no SB/DVBE off ramp associated with this contract.

5. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE

Ordering agencies and/or Contractor shall inform the State Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, supplier performance, outstanding deliveries, etc. The ordering agency should include all relevant information and/or documentation (e.g., purchase documents).

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6. CONTRACT ITEMS

Contract vehicles and pricing are listed on Attachment A, Contract Pricing. All prices listed shall be fixed as the maximum cost for the contract period unless a price increase is granted.

Each line item description on Attachment A, Contract Pricing, provides a description of the minimum requirements that each vehicle in that line item has met or exceeded.

A Maintenance Plan is offered on all light duty vehicles less than 8500 lbs Gross Vehicle Weight Rating (GVWR). Maintenance Plan pricing is listed on Attachment A, Contract Pricing. The purchase of the Maintenance Plan is optional. See Article 29, Maintenance Plan for more detailed information.

Price Increases

Price increases may be requested with each model year change and will be posted on a quarterly basis.

Quarterly Increases shall be processed on the following calendar days:

- July 1st
- October 1st
- January 1st
- April 1st

Contractors are requested to price protect the contracted price for the duration between the price increase request and the time the increase is processed. If the Contractor is unable to honor the price protection, the Contractor's vehicle(s) will be unavailable for ordering until the price increases have been evaluated and approved.

Multiple Award

Some line items may have multiple vehicles awarded with different make and models available. State Departments may choose any vehicle identified in the subject line item. There is no vehicle ranking associated with this contract.

Sales Tax

The sales tax rate applied should be based on the rate of the "Bill To" address listed on the Purchase Order.

Options

All factory options shall be available and priced at Contractor cost plus up to 10% for an addition or Contractor cost minus up to 10% for a deletion in accordance with the manufacturer's current model year price list. Types of equipment changes which might be made include, but are not limited, to the following:

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- Add trailer tow package
- Add Bluetooth
- Add parking sensors
- Delete pick up box (bed)

In no case shall options be included or deleted in such a manner as to cause the vehicle to conflict with any other line item on any other vehicle contract.

The Contractor shall provide ordering agencies a copy of the current model year factory price sheet with requested options, within ten calendar days of request.

Third-party upfitting (e.g utility body) may be requested by ordering agencies, however, this service is non-mandatory. When applicable, third-party upfits shall be subject to the same pricing provisions as factory options.

Note: Vehicles with added or deleted options MUST continue to meet the appropriate minimum specification.

Tire Fee

Purchase orders MUST include the State mandated \$1.75 per tire fee.

Document Processing Charge

In accordance with the California Vehicle Code Section 4456.5, a Contractor may charge the ordering agency a document processing charge for the preparation and processing of documents, disclosures, titling, registration, and information security obligations imposed by state and federal law. The document processing charge shall not exceed \$85 per vehicle purchased.

A Contractor may charge the ordering agency an electronic filing fee, which does not exceed the actual amount the Contractor is charged by a first-line service provider. The electronic filing fee shall not exceed \$30 per vehicle purchased.

7. SPECIFICATIONS

All products must conform to the attached State of California Bid Specification Number 2310-4181 dated 08/16/2021 (Attachment B).

Vehicle color shall be a solar reflective color (white, silver metallic, or gold metallic) per SAM Section 3620.1 (exceptions are listed in the same manual section).

8. CUSTOMER SERVICE

The Contractor shall provide office and personnel resources for responding to inquiries, including telephone and email coverage weekdays during the hours of 8:00 a.m. - 5:00 p.m., PT.

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The customer service unit shall be staffed with individuals that:

- Are trained in the requirements of this contract
- Have the authority to take administrative action to correct problems that may occur

The Contractor's customer service unit shall respond to all customer inquiries within two (2) business days of initial contact.

Dealer	Contract #	Contact	Phone	Email
Lithia Nissan of Fresno	1-22-23-20A	Pat Ireland	(559) 707-5735	patireland1962@yahoo.com
Ocean Honda	1-22-23-20B	Pat Ireland	(559) 707-5735	patireland1962@yahoo.com
Freeway Toyota	1-22-23-20C	Pat Ireland	(559) 707-5735	patireland1962@yahoo.com
Winner Chevrolet	1-22-23-20D	Jerry Powers	(916) 426-5752	jpowers@lasherauto.com
Elk Grove Auto	1-22-23-20E	Jerry Powers	(916) 426-5752	jpowers@lasherauto.com
Downtown Ford Sales	1-22-23-20F	Sandra Scott	(916) 442-9631	sandrascott@downtownfordsacramento.com
Watsonville Fleet Group	1-22-23-20G	Yesenia Covarrubias	(626) 457-5590	yesenia@watsonvillefleetgroup.com
CA Car Group	1-22-23-20H	Richard M. Slad	(925) 560-4465	RichardMS@cacargroup.com
Riverview International Trucks	1-22-23-20H	Jason Farrell	(916) 371-3110	jasonf@riverview-trucks.com
Sacramento Truck Center	1-22-23-20H	Dean Needham	(916) 286-2013	dneedham@sacramentotruck.com
Bonander Truck & Trailer	1-22-23-20H	Steve Mannion	(916) 747-6151	Cme4GMC@hotmail.com

Note: Ordering agencies are encouraged to have one point of contact for inquiries, quotes, and orders whenever possible. Multiple calls and emails from various requestors for the same information can slow customer service response times.

9. PRODUCT SUBSTITUTIONS

Under no circumstance is the Contractor permitted to make substitutions with non-contract/unauthorized vehicles without approval of the DGS Contract Administrator (CA).

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10. PURCHASE EXECUTION

A. State Departments

1) Std. 65 Purchase Documents

State departments not transacting in FISCAL must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the Office of State Publishing web site:

<https://www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx> (select Standard Forms).

All Purchasing Authority Purchase Orders (Std. 65) must contain the following:

- Agency Order Number (Purchase Order Number)
- Ordering Agency Name
- Agency Billing Code
- Purchasing Authority Number
- Leveraged Procurement Number (Contract Number)
- Supplier Information (Contact Name, Address, Phone Number, Fax Number, E-mail)
- Line Item number
- Quantity
- Unit of Measure
- Commodity Code Number
- Product Description
- Unit Price
- Extension Price
- Office of Fleet and Asset Management (OFAM) Approval Stamp (State departments only)

2) FISCAL Purchase Documents

State departments transacting in FISCAL will follow the FISCAL procurement and contracting procedures.

3) Blanket Orders

The use of blanket orders against this statewide contract is not allowed.

B. Local Governmental Agencies

Local governmental agencies may use their own purchase document for purchase execution. The purchase documents must include the same data elements as listed above (Exception: Purchasing Authority Number is used by State departments only).

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11. MINIMUM ORDER

The minimum order shall be one (1) vehicle.

12. ORDERING PROCEDURE

A. Ordering Methods:

Ordering agencies are to submit appropriate purchase documents directly to the contractor(s) via one of the following ordering methods:

- U.S. Mail
- Facsimile
- Email

The contractor’s Order Placement Information is as follows:

ORDER PLACEMENT INFORMATION			
Contract # 1-22-23-20A	U.S. Mail: Lithia Nissan of Fresno 5590 N Blackstone Ave Fresno, CA 93710 Attn: Pat Ireland	Facsimile: (559) 961-4601	Email: patireland1962@yahoo.com
Contract # 1-22-23-20B	U.S. Mail: Ocean Honda 3801 Soquel Dr Soquel, CA 95073 Attn: Pat Ireland	Facsimile: (559) 961-4601	Email: patireland1962@yahoo.com
Contract # 1-22-23-20C	U.S. Mail: Freeway Toyota 1835 Glendale Avenue Hanford, CA 93230 Attn: Pat Ireland	Facsimile: (559) 961-4601	Email: patireland1962@yahoo.com
Contract # 1-22-23-20D	U.S. Mail: Winner Chevrolet 8575 Laguna Grove Drive Elk Grove, CA 95757 Attn: Jerry Powers	Facsimile: (916) 421-0149	Email: jpowers@lasherauto.com

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ORDER PLACEMENT INFORMATION			
Contract # 1-22-23-20E	U.S. Mail: Elk Grove Auto Group 8575 Laguna Grove Drive Elk Grove, CA 95757 Attn: Jerry Powers	Facsimile: (916) 421-0149	Email: jpowers@lasherauto.com
Contract # 1-22-23-20F	U.S. Mail: Downtown Ford Sales 525 N 16 th St Sacramento, CA 95811 Attn: Sandra Scott	Facsimile: (916) 491-3138	Email: sandrascott@downtownfordsacramento.com
Contract # 1-22-23-20G	U.S. Mail: Watsonville Fleet Group 1601 W. Main Street Alhambra, CA 91801 Attn: Yesenia Covarrubias	Facsimile: (626) 457-5593	Email: yesenia@watsonvillefleetgroup.com
Contract # 1-22-23-20H	U.S. Mail: CA Car Group 4200 John Monego Ct Dublin, CA 94568 Attn: Richard M. Slade	Facsimile: N/A	Email: RichardMS@cacargroup.com
Contract # 1-22-23-20I	U.S. Mail: Riverview International Trucks 2445 Evergreen Avenue West Sacramento, CA 95691 Attn: Jason Farrell	Facsimile: (916) 372-8541	Email: jasonf@riverview-trucks.com
Contract # 1-22-23-20J	U.S. Mail: Sacramento Truck Center 100 Opportunity Street Sacramento, CA 95838 Attn: Dean Needham	Facsimile: (916) 286-2085	Email: dneedham@sacramentotruck.com
Contract # 1-22-23-20K	U.S. Mail: Bonander Truck & Trailer 4520 N Golden State Blvd. Turlock, CA 95382 Attn: Steve Mannion	Facsimile: (209) 634-4965	Email: Cme4GMC@hotmail.com

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When using any of the ordering methods specified above, all State departments must conform to proper State procedures.

13. ORDER ACCEPTANCE

The Contractor shall accept orders from any State department or local governmental agency. The Contractor shall not accept purchase documents for this contract that:

- Are incomplete;
- Are submitted without OFAM approval stamp
- Contain non-contract items; or
- Contain non-contract terms and conditions.

The Contractor must not refuse to accept orders from any State department or local governmental agency for any other reason without written authorization from the CA.

14. ORDER ACKNOWLEDGMENT

The Contractor will provide the ordering agencies with an order receipt acknowledgment via e-mail/facsimile within ten (10) calendar days after receipt of an order. The acknowledgement will include:

- Ordering Agency Name
- Agency Order Number (Purchase Order Number)
- Description of Goods
- Vehicle Model Year
- Total Cost
- Date order is placed with manufacturer
- Anticipated Delivery Date
- Delayed Production Notification (if applicable)
- Discontinued Vehicle Notification (if applicable)

Contractor shall notify the ordering agency of any delays in production or delays in orders being accepted by the manufacturer for any period of time. Contractor shall provide estimated production start date and delivery date.

15. DELAYED PRODUCTION REMEDY

Upon receipt of order acknowledgment identifying a delay in production or orders not being accepted by the manufacturer, the ordering agencies shall have the following options:

- Request back order; or
- Cancel the item from the order with no penalty

16. DISCONTINUED VEHICLE REMEDY

Upon receipt of order acknowledgment identifying discontinued items, the ordering agencies shall have the following options:

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- Amend purchase document to reflect DGS approved replacement vehicle; or
- Cancel the item from the order

Under no circumstance is the Contractor permitted to make substitutions with non-contract/unauthorized vehicles without approval of the DGS CA.

17. DELIVERY PROCEDURES

Pre-Delivery Checklist

Prior to delivery, each vehicle shall be completely inspected, serviced, and detailed by the delivering Contractor and/or the manufacturer's pre-delivery service center. A copy of the pre-delivery checklist shall be completed for each vehicle, signed by a representative of the organization performing the inspection/service, and delivered with the vehicle.

Delivery:

Delivery shall be within one hundred and fifty (150) days after receipt of order unless there is a delay in production/order acceptance from the manufacturer when changing from one model year to the next. Contractor shall notify the ordering agency of such delay per Article 14, Order Acknowledgement.

Orders requiring customized work by a 3rd party supplier may exceed the delivery period requirement. Contractor shall notify ordering agency of extended delivery period per Article 14, Order Acknowledgement.

Caravan or drive-away method of delivery from the factory to a Contractor is not acceptable unless agreed upon by the ordering agency.

Drop ship deliveries shall not be made without prior State inspection. All vehicles shall be delivered with no less than five (5) gallons of fuel in the tank.

Unless pre-arranged between the Contractor and the ordering agency, vehicles delivered with more than 50 miles on the odometer may be charged fifty (50) cents per mile in excess of 50 miles. This charge may be reflected on the invoice as a deduction from the order price. Vehicles with more than five hundred (500) miles on the odometer may not be accepted.

**Cab and Chassis trucks may require driving from an out-of-state factory and may exceed the five hundred (500) mile or less expectation. The Contractor shall notify the ordering Department at the time of purchase order execution.

When feasible, Contractor is requested to make deliveries in metropolitan areas during off-peak hours. Off-peak hours are Monday through Friday, 10:00 AM to 4:00 PM PST.

Documents

The following documents shall be delivered to the receiving agency with the vehicle:

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- Completed and signed pre-delivery service checklist, including the order number and Vehicle Identification Number (VIN)
- “Line Set Tickets” or “Window (Monroney) Sticker” showing all options installed
- One (1) copy of the warranty, including applicable certificates, cards, etc.
- One (1) copy of the owner’s manual.

18. INSPECTION AND ACCEPTANCE

Vehicles ordered for State use will be inspected by a State inspector at the Contractor’s place of business or as otherwise agreed to by the Contractor and ordering agency.

Inspection will commence within five (5) working days of notification that a vehicle is ready for inspection. Inspection will include:

- Specification Compliance
- Workmanship
- Appearance
- Proper Operation of all Equipment and Systems
- Presence of all Applicable Documents

In the event deficiencies are detected, the vehicle will be rejected and the Contractor will be required to make the necessary repairs, adjustments or replacements. Payment and/or the commencement of a discount period (if applicable) will not begin until the defects are corrected and the vehicle is re-inspected and accepted.

Completion of inspection or acceptance by the State inspector shall in no way release the Contractor from satisfying the requirements of the contract, specifications, and warranty. Deviations from the specified requirements that are detected by the inspection shall be corrected by the Contractor in an expeditious manner at no expense to the ordering agency.

Inspection by local agencies will be at the Contractor’s place of business or as otherwise agreed to by the Contractor and local agency.

19. EMERGENCY/EXPEDITED ORDERS

Not Applicable.

20. FREE ON BOARD (F.O.B.) DESTINATION

Contractors shall deliver vehicles to State or local agencies located in Sacramento County at no additional cost for delivery. If the Purchase Order indicates delivery outside Sacramento County, the Contractor and agency may negotiate delivery costs. If delivery is subject to an additional delivery charge, it shall be shown as a separate item on the purchase order and invoice.

Contract (Mandatory) 1-22-23-20 A-K
Contract User Instructions, ***Supplement 6***

State departments requesting delivery outside of Sacramento County must contact the Transportation Management Unit for freight rate comparisons to confirm appropriate pricing if the Contractor is delivering the vehicle.

Responsibility and liability for loss or damage for all orders shall remain with the Contractor until final inspection and acceptance, when all responsibility shall pass to the ordering agency, except the responsibility for latent defects, fraud, and the warranty obligations.

21. SHIPPED ORDERS

All shipments shall be in accordance with the General Provisions, Article 12 entitled "Packing and Shipment".

22. CONTRACT ADMINISTRATION

The State and the Contractors have assigned Contract Administrators as the single points of contact for problem resolution and related contract issues.

State Contact Information	DGS/PD Contract Administrator (Contracts 1-22-23-20A-G, I, & J)	DGS/PD Contract Administrator (Contracts 1-22-23-20H, & K)
Contact Name:	Eugene Shemereko	Robb Parkison
Telephone:	(279) 946-8028	(279) 946-8302
Facsimile:	NA	NA
Email:	Eugene.Shemereko@dgs.ca.gov	Robb.Parkison@dgs.ca.gov
Address:	DGS/Procurement Division Attn: Eugene Shemereko 707 Third Street, 2 nd Floor, MS 201 West Sacramento, CA 95605	DGS/Procurement Division Attn: Robb Parkison 707 Third Street, 2 nd Floor, MS 201 West Sacramento, CA 95605

Dealer Contact Information	Lithia Nissan of Fresno Contract # 1-22-23-20A	Ocean Honda Contract # 1-22-23-20B
Contact Name:	Pat Ireland	Pat Ireland
Telephone:	(559) 707-5735	(559) 707-5735
Facsimile:	(559) 961-4601	(559) 961-4601
Email:	patireland1962@yahoo.com	patireland1962@yahoo.com
Address:	Lithia Nissan of Fresno 5590 N Blackstone Ave Fresno, CA 93710	Ocean Honda 3801 Soquel Dr Soquel, CA 95073

Contract (Mandatory) 1-22-23-20 A-K
Contract User Instructions, ***Supplement 6***

Dealer Contact Information	Freeway Toyota of Hanford Contract # 1-18-23-20C	Winner Chevrolet Contract # 1-18-23-20D
Contact Name:	Pat Ireland	Jerry Powers
Telephone:	(559) 707-5735	(916) 426-5752
Facsimile:	(559) 961-4601	(916) 421-0149
Email:	patireland1962@yahoo.com	jpowers@lasherauto.com
Address:	Freeway Toyota 1835 Glendale Avenue Hanford, CA 93230	Winner Chevrolet 8575 Laguna Grove Drive Elk Grove, CA 95757

Dealer Contact Information	Elk Grove Auto Group Contract # 1-22-23-20E	Downtown Ford Sales Contract # 1-22-23-20F
Contact Name:	Jerry Powers	Sandra Scott
Telephone:	(916) 426-5752	(916) 442-9631
Facsimile:	(916) 421-0149	(916) 491-3138
Email:	jpowers@lasherauto.com	sandrascott@downtownfordsacramento.com
Address:	Elk Grove Auto Group 8575 Laguna Grove Dr Elk Grove, CA 95757	Downtown Ford Sales 525 N 16 th St Sacramento, CA 95811

Dealer Contact Information	Watsonville Fleet Group Contract # 1-22-23-20G	CA Car Group Contract # 1-22-23-20H
Contact Name:	Yesenia Covarrubias	Richard M. Slade
Telephone:	(626) 457-5590	(925) 560-4465
Facsimile:	(626) 457-5593	N/A
Email:	yesenia@watsonvillefleetgroup.com	RichardMS@cacargroup.com
Address:	Watsonville Fleet Group 1601 W. Main Street Alhambra, CA 91801	CA Car Group 4200 John Monego Ct Dublin, CA 94568

Contract (Mandatory) 1-22-23-20 A-K
 Contract User Instructions, ***Supplement 6***

Dealer Contact Information	Riverview International Trucks Contract # 1-22-23-20I	Sacramento Truck Center Contract # 1-22-23-20J
Contact Name:	Jason Farrell	Dean Needham
Telephone:	(916) 371-3110	(916) 286-2013
Facsimile:	(916) 372-8541	(916) 286-2085
Email:	jasonf@riverview-trucks.com	dneedham@sacramentotruck.com
Address:	Riverview International Trucks 2445 Evergreen Avenue West Sacramento, CA 95691	Sacramento Truck Center 100 Opportunity Street Sacramento, CA 95838

Dealer Contact Information	Bonander Truck & Trailer Contract # 1-22-23-20K
Contact Name:	Steve Mannion
Telephone:	(916) 747-6151
Facsimile:	(209) 634-4965
Email:	Cme4GMC@hotmail.com
Address:	Bonander Truck & Trailer 4520 N Golden State Blvd. Turlock, CA 95382

23. RESTOCKING FEES

The Contractor may impose a restocking fee to the ordering agency on orders cancelled after the order has been placed with the manufacturer: The Contractor shall notify the ordering agency of the order placement per Article 14, Order Acknowledgment.

Re-stocking fees can be no greater than ten percent (10%) of the value of the vehicle being restocked.

24. INVOICING

Ordering agencies may require separate invoicing, as specified by each ordering organization. Invoices will contain the following information:

- Contractor’s name, address and telephone number
- Leveraged Procurement Number (Contract Number)
- Agency Order Number (Purchase Order Number)
- Item and commodity code number
- Quantity purchased

Contract (Mandatory) 1-22-23-20 A-K
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- Contract price and extension
- State sales and/or use tax
- Prompt payment discounts/cash discounts, if applicable
- Totals for each order

25. PAYMENT

A. Terms

Payment terms for contracts 1-22-23-20 A – G and K include a \$500 per vehicle discount for payment made within twenty (20) days. Contract 1-22-23-20I includes a \$200 per vehicle discount for payment made within twenty (20) days. Contracts 1-22-23-20 H & J offer no discount. The cash discount time is defined by the State as beginning only after the vehicle has been inspected, delivered, and accepted by the receiving agency, or from the date a correct invoice is received in the office specified on the Purchase Order, whichever is later.

Payment is deemed to be made, for the purpose of earning the discount, one (1) working day after the date on the State warrant or check. Typically, acceptance will be accomplished within twenty (20) business hours after a vehicle is delivered.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, et seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty-five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

B. CAL-Card Use

Use of the CAL-Card for payment of invoices is not allowed under this statewide contract.

C. Payee Data Record

Each State accounting office must have a copy of the Payee Data Record (Std. 204) in order to process payments. State departments should forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed. State departments may contact the Contractor for copies of the Payee Data Record.

D. State Financial Marketplace

The State reserves the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS \$Mart and/or Lease \$Mart). If payment is via the financial marketplace, the Contractor will invoice the State and the State will approve the invoice and the selected

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Lender/Lessor for all product listed on the State's procurement document will pay the Contractor on behalf of the State.

26. CALIFORNIA SELLER'S PERMIT

The California seller permit number for the Contractor is listed below. State departments can verify that permits are currently valid at the following website: www.cdtfa.ca.gov. State departments must adhere to the file documentation required identified in the State Contracting Manual Volume 2 and Volume 3 and SCM-F.

Contractor Name	Seller Permit #
Lithia Nissan of Fresno	97163762
Ocean Honda	101-652579
Freeway Toyota of Hanford	102-659756
Winner Chevrolet	100-208309
Elk Grove Auto	100-197237
Downtown Ford	28600344
Watsonville Fleet Group	245364864 101-135239
CA Car Group	100-214737
Riverview International	101-079519
Sacramento Truck Center	97724353
Bonander Truck & Trailer	28-093997

27. WARRANTY

The manufacturer's standard new vehicle warranty shall apply to all vehicles purchased from these contracts. All warranties shall be factory authorized. The warranty shall be honored by all franchised dealers of the vehicle within the State of California. The Warranty term for the vehicles offered under these contracts shall meet the following (as applicable):

- Bumper to bumper warranty shall cover not less than 3 years/36,000 miles, no charge for parts and labor.
- Power train warranty for light duty vehicles weighing 8500 lbs. GVWR or less shall cover not less than 5 years/100,000 miles, no charge for parts and labor.
- Power train warranty for vehicles over 8500 lbs. GVWR shall cover not less than 5 years/60,000 miles, no charge for parts and labor.

The State's established preventative maintenance procedures and practices shall be acceptable to the manufacturer/contractor in lieu of the manufacturer's prescribed procedures which may form a part of the warranty.

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All emission-related components shall be warranted in compliance with California Air Resources Board and Federal requirements. Contractor cannot offer independent insurance or statements indicating self insurance. If an additional extended warranty is purchased, a warranty certificate, warranty card, or a statement indicating the extended warranty has been recorded with the manufacturer shall be furnished with each vehicle delivered.

Normal wear items such as tires, belts, hoses, headlamps, light bulbs, brake linings, brake discs/drums, etc. are excluded from warranty coverage. All other items not subject to normal wear or gross operator neglect and abuse, such as window, seat, or wiper motors, chassis electrical switches (door, trunk lid), paint, hinges, locks, etc., shall be covered.

The State reserves the right to use re-refined lubrication oils, where available, in lieu of virgin equivalent oils. The re-refined oils used by the State will meet all API and SAE standards and specifications as set forth by the vehicle manufacturer. The use of said oils shall in no way void or degrade the original manufacturer's standard warranty.

The State reserves the right to use recycled content antifreeze/coolant, where available, in lieu of virgin equivalent antifreeze/coolant when servicing its vehicles. The recycled content antifreeze/coolant used by the State will meet all ATSM standards and specifications as set forth by the vehicle manufacturer.

28. REPAIR PARTS

The manufacture of the awarded vehicle(s) should maintain an adequate stock of all regular and special parts to meet the continuing service and repair parts needs of the State without undue delay.

A special system shall be set up for expediting the procurement of back-order items needed to repair an inoperative vehicle including a system to air freight parts at factory expense when parts are not in stock in California parts depots. Parts must be available within three (3) working days after telephone notification.

Vehicles with new technology emerging into the industry (e.g., fuel cell vehicles) may require more than (3) working days for the availability of certain parts. Contractor must notify the State Contract Administrator and ordering agency when this occurs and provide the estimated date of availability.

29. MAINTENANCE PLAN

A maintenance plan is available for light duty vehicles under 8500 lbs. GVWR. The purchase of a maintenance plan is optional. The maintenance plan covers all regularly scheduled service for a minimum of five (5) years/75,000 miles. The maintenance shall include at a minimum all manufacturer recommended services such as, but not limited to:

- Oil changes;

Contract (Mandatory) 1-22-23-20 A-K
Contract User Instructions, ***Supplement 6***

- Filter changes;
- Fluid changes;
- Lubrications;
- Tire rotations;
- Equipment and safety inspections

The Maintenance Plan is not required to cover wear items such as brake pads/shoes, wiper blades, etc.

Purchase of the Maintenance Plan is non-mandatory for State departments.

The Maintenance Plan is not applicable to vehicles over 8,500 lbs. GVWR.

30. RECYCLED CONTENT

State departments are required to report purchases in many product categories. The Postconsumer-Content Certification Form (CIWMB 74) for the Contractor(s) is attached (Attachment C).

31. SB/DVBE PARTICIPATION

There is no Small Business (SB) or Disabled Veteran Business Enterprise (DVBE) participation for this contract.

32. STATE AND LOCAL GOVERNMENT EMPLOYEE PRICING

In the interest of expanding the California marketplace for Zero Emission Vehicles (ZEV), some Contractors have offered a discount to any interested State of California or local government employee when purchasing a ZEV for personal use. A list of participating Dealers and vehicles can be found at: <https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/State-of-California-Green-Fleet-Employee-Pricing-Program>

33. ATTACHMENTS

- Attachment A – Contract Pricing ***Supplement 6***
- Attachment B – Specification 2310-4181, revised 08/16/2021
- Attachment C – Postconsumer Content Certification Workbook
- Attachment D – Vehicle Specifications

DOWNTOWN  SACRAMENTO

525 N16TH STREET, SACRAMENTO, CA 95811
PHONE: 916-299-3529

S090924 231
REV 1/7/2025

QUOTE

Customer

Name AL ROBLES
Address WEST VALLEY WATER DISTRICT
City _____ State _____ Zip _____
Phone _____

DATE 1/7/2025
SALES REP SANDRA
9162526260
FOB SACRAMENTO

Qty	Description	Unit Price	TOTAL
5	2025 FORD F150 4X2 REG CAB PICKUP STATE CONTRACT 1-22-23-20F CLIN 20 EXTERIOR COLOR: WHITE	\$37,241.00	\$186,205.00
5	5.0L V8 STANDARD	\$0.00	\$0.00
5	DAYTIME RUNNING LAMPS	\$45.00	\$225.00
5	POWER GROUP IS STANDARD	\$0.00	\$0.00
5	REVERSE SENSING IS STANDARD	\$0.00	\$0.00
5	TRAILER HITCH RECEIVER IS STANDARD	\$0.00	\$0.00
5	DOC FEE	\$85.00	\$425.00
VEHICLES INCLUDE SYNC4 VEHICLES DO NOT INCLUDE FACTORY NAVIGATION			
SALES TAX CALCULATED AT 7.75% BASED ON REGISTRATION ADDRESS			

SubTotal	\$186,855.00
DELIVERY	\$3,000.00
SALES TAX	\$14,481.26
CA Tire Tax	\$43.75
TOTAL	\$204,380.01

Payment Details

- Cash
 Check
 Credit Card

Name _____
CC # _____
Expires _____

Office Use Only

\$500 DISCOUNT WITH PAYMENT IN 20 DAYS

SIGNATURE

DATE



STAFF REPORT

DATE: February 10, 2025
TO: Finance Committee
FROM: Haydee Sainz, Human Resources & Risk Manager
SUBJECT: Proposed Reclassifications

MEETING HISTORY:

BACKGROUND:

DISCUSSION:

FISCAL IMPACT:

REQUESTED ACTION:



STAFF REPORT

DATE: February 10, 2025
TO: Finance Committee
FROM: Gustavo Gutierrez, Finance Manager
SUBJECT: Fiscal Year 2024-25 Mid-Year Operating & Capital Budgets Review

MEETING HISTORY:

N/A

BACKGROUND:

Fiscal Year 2024-25 Operating & Capital Budgets were approved by the Board on June 20, 2024. A review was done of the current budgets and requested adjustments were made with no fiscal impact.

DISCUSSION:

Fiscal Year 2024-25 Mid-Year Operating & Capital Budget adjustments are recommended for changes to reallocate funding for various unbudgeted line items or to reclass funding to provide continued operational activities until the end of Fiscal Year 2024-25 (June 30, 2025). This Mid-Year budget includes funding CIP activities for the Fiscal Year 2024-25. There is no overall budgetary impact on the Fiscal Year 2024-25 Operating Budget as all adjustments net to zero. For Fiscal Year 2024-25 Capital Budget, there is no net financial impact.

The Fiscal Year 2024-25 Mid-Year Budget includes:

- FY 2024-25 Mid-Year Operating Budget Summary Page (**Exhibit A**)
- FY 2024-25 Mid-Year Operating Departmental Adjustment Summary (**Exhibit B**)
- FY 2024-25 Mid-Year Operating Budget Detail (**Exhibit C**)
- FY 2024-25 Mid-Year Revenue Trending (**Exhibit D**)
- FY 2024-25 Mid-Year Capital Budget (**Exhibit E**)
- FY 2024-25 Mid-Year Engineering Department Organization Chart (**Exhibit F**)

FISCAL IMPACT:

No net financial impact on the FY 2024-25 Operating Budget and no net financial impact to the FY 2024-25 Capital Budget.

REQUESTED ACTION:

Forward to the Board of Directors with a recommendation to approve the Fiscal Year 2024-25 Mid-Year Operating & Capital Budget review.

Attachments

[FY 2023-2024 Mid-Year Operating Budget Summary Page \(Exhibit A\).pdf](#)

[FY 2024-25 Mid-Year Operating Departmental Adjustment Summary \(Exhibit B\).pdf](#)

[FY 2024-25 Mid-Year Operating Budget Detail \(Exhibit C\).pdf](#)

[FY 2024-25 Mid-Year Revenue Trending \(Exhibit D\).pdf](#)

[FY 2024-25 Mid-Year Capital Budget \(Exhibit E\).pdf](#)

[FY 2024-25 Mid-Year Engineering Department Organization Chart \(Exhibit F\).pdf](#)

EXHIBIT A

West Valley Water District - Fiscal Year 2022-2023 Mid-Year Operating Budget Summary

	FY 2023-24 Current Budget	YTD Actual As of 2/29/24	Encumbrances	Actuals & Encumbrances Total	Budget Remaining	Percent Used	Mid Year Adjustments	Amended Budget
Operating Budget Summary								
Grand Total Revenues	37,675,546	29,660,429	-	29,660,429	8,015,117	79%	-	37,675,546
Grand Total Expenses	33,347,887	19,128,566	1,544,930	20,673,496	12,674,391	62%	-	33,347,887
Debt Service (BLF, HydroPlant, Bond Pmt)	1,092,629	931,865	160,764	1,092,629	(0)	100%	-	1,092,629
Net Surplus(Deficit)	3,235,030	9,599,999	(1,705,694)	7,894,304	(4,659,274)		-	3,235,030
Operating Revenues								
Subtotal: Domestic Water Consumption Sales	18,732,351.00	12,467,875.20	-	12,467,875.20	6,264,475.80	67%	-	18,732,351
Subtotal: Other Water Consumption Sales	933,426.00	592,636.23	-	592,636.23	340,789.77	63%	-	933,426
Total Water Consumption Sales	19,665,777.00	13,060,511.43	-	13,060,511.43	6,605,265.57	66%	-	19,665,777
Total Monthly Service Charges	8,504,277.00	5,806,006.55	-	5,806,006.55	2,698,270.45	68%	-	8,504,277
Total Other Operating Revenue	4,177,477.00	2,407,211.61	-	2,407,211.61	1,770,265.39	58%	-	4,177,477
Total Operating Revenues	32,347,531.00	21,273,729.59	-	21,273,729.59	11,073,801.41	66%	-	32,347,531
Non-Operating Revenues								
Subtotal: Property Taxes	3,147,135.00	2,450,039.42	-	2,450,039.42	697,095.58	78%	-	3,147,135
Subtotal: Grants and Reimbursements	102,704.33	1,044.50	-	1,044.50	101,659.83	1%	-	102,704
Subtotal: Interest and Investment Earnings	2,020,626.49	3,872,115.45	-	3,872,115.45	(1,851,488.96)	192%	-	2,020,626
Subtotal: Rental Income - Cellular Anntenas	40,835.61	26,419.60	-	26,419.60	14,416.01	65%	-	40,836
Subtotal: Other Non-Operating Revenues	16,713.82	7,512.75	-	7,512.75	9,201.07	45%	-	16,714
Subtotal: Gain On Sale/Disposition Of Capital Assets	-	2,029,568.00	-	2,029,568.00	(2,029,568.00)	0%	-	-
Total Non-Operating Revenues	5,328,015.25	8,386,699.72	-	8,386,699.72	(3,058,684.47)	157%	-	5,328,015

West Valley Water District - Fiscal Year 2022-2023 Mid-Year Operating Budget Summary

	FY 2023-24 Current Budget	YTD Actual As of 2/29/24	Encumbrances	Actuals & Encumbrances Total	Budget Remaining	Percent Used	Mid Year Adjustments	Amended Budget
Operating Expenses								
Total Expenses: Source of Supply - 5110	2,508,463.00	1,447,438.08	-	1,447,438.08	1,061,024.92	58%	(294,000)	2,214,463
Total Expenses: Production - Pumping - 5210	5,119,150.00	3,070,726.48	146,868.14	3,217,594.62	1,901,555.38	63%	(200,000)	4,919,150
Total Expenses: Water Quality Department - 5310	798,525.00	425,929.00	12,898.06	438,827.06	359,697.94	55%	-	798,525
Total Expenses: Water Treatment - Perchlorate- 5320	830,000.00	116,150.84	246,508.02	362,658.86	467,341.14	44%	-	830,000
Total Expenses: Water Treatment - FBR/FXB - 5350	1,977,245.00	1,242,769.42	142,741.21	1,385,510.63	591,734.37	70%	-	1,977,245
Total Expenses: Water Treatment - Roemer/Arsenic - 5390	2,032,185.00	1,289,516.32	56,481.46	1,345,997.78	686,187.22	66%	-	2,032,185
Total Expenses: Maintenance - Transmission and Distribution - 5410	2,541,200.00	1,799,960.24	257,599.47	2,057,559.71	483,640.29	81%	494,000	3,035,200
Total Expenses: Customer Service - 5510	1,368,400.00	777,448.41	-	777,448.41	590,951.59	57%	-	1,368,400
Total Expenses: Meter Reading - 5520	1,041,100.00	502,428.74	39,369.10	541,797.84	499,302.16	52%	-	1,041,100
Total Expenses: Billing - 5530	575,400.00	369,618.53	68,781.65	438,400.18	136,999.82	76%	-	575,400
Total Expenses: Administration - 5610	2,412,380.00	1,229,217.92	51,822.76	1,281,040.68	1,131,339.32	53%	(25,000)	2,387,380
Total Expenses: General Operations - 5615	3,540,189.00	2,478,972.99	241,838.53	2,720,811.52	819,377.48	77%	-	3,540,189
Total Expenses: Accounting - 5620	1,039,100.00	607,941.22	19,375.00	627,316.22	411,783.78	60%	-	1,039,100
Total Expenses: Engineering - 5630	1,834,595.00	993,127.03	9,852.24	1,002,979.27	831,615.73	55%	-	1,834,595
Total Expenses: Information Technology - 5640	1,423,250.00	868,557.95	4,858.18	873,416.13	549,833.87	61%	-	1,423,250
Total Expenses: GIS - 5645	262,040.00	129,357.73	11,150.00	140,507.73	121,532.27	54%	-	262,040
Total Expenses: Board of Directors - 5650	309,700.00	169,479.84	21,075.00	190,554.84	119,145.16	62%	-	309,700
Total Expenses: Human Resources/Risk Management - 5660	874,050.00	526,145.10	77,090.00	603,235.10	270,814.90	69%	25,000	899,050
Total Expenses: Purchasing - 5680	677,500.00	420,522.35	-	420,522.35	256,977.65	62%	-	677,500
Total Expenses: Public Affairs - 5710	1,269,200.00	409,243.33	136,621.21	545,864.54	723,335.46	43%	-	1,269,200
Total Expenses: Grants & Rebates - 5720	30,000.00	8,464.48	-	8,464.48	21,535.52	28%	-	30,000
Total Operating Expenses	32,463,672.00	18,883,016.00	1,544,930.03	20,427,946.03	12,035,725.97	63%	-	32,463,672
Non-Operating Expenses								
Subtotal: Interest Expense - Long-Term Debt	884,215.00	245,549.75	-	245,549.75	638,665.25	28%	-	884,215
Total Non-Operating Expenses	884,215.00	245,549.75	-	245,549.75	638,665.25	28%	-	884,215
Debt Service								
Debt Convenience Ratio Calculation:								
Debt Service								
Net Revenue	5,211,874.25	-	-	-	-	-	-	5,211,874
Series 2016A Bond Debt Service	1,306,350.00	-	-	-	-	-	-	1,306,350
Debt Coverage Ratio (Minimum 1.20)	3.99							3.99
Calculation: Net Revenue ÷ Total Debt Service								

Exhibit B

Exhibit C

West Valley Water District - Fiscal Year 2024-2025 Mid-Year Operating Budget Detail

GL Accounts		FY 2024-25 Adopted Budget	YTD Actual As of 12/18/24	Encumbrances	Actuals and Encumbrances	Budget Remaining	Budget % Used	Mid Year Adjustments	Amended Budget	Justification
Operating Revenues										
Water Consumption Sales										
100-4000-400-4001	Water Domestic - Tier 1	5,325,000.00	2,752,097.31	-	2,752,097.31	2,572,902.69	52%			
100-4000-400-4002	Water Domestic - Tier 2	6,400,000.00	3,976,536.30	-	3,976,536.30	2,423,463.70	62%			
100-4000-400-4003	Water Domestic - Tier 3	5,800,000.00	3,803,639.39	-	3,803,639.39	1,996,360.61	66%			
100-4000-400-4005	Domestic Water Sales - Payment Plans	45,000.00	-	-	-	45,000.00	0%			
100-4000-400-4010	Water Revenue & Unauth / Unbilled Year End	-	-	-	-	-	0%			
	Subtotal: Domestic Water Consumption Sales	17,570,000.00	10,532,273.00		10,532,273.00	7,037,727.00	60%			
100-4000-400-4007	Construction Meter/Hydrant Water Sales	380,000.00	225,748.54	-	225,748.54	154,251.46	59%			
100-4000-400-4008	Fire Service Water Sales	250,000.00	164,382.00	-	164,382.00	85,618.00	66%			
100-4000-400-4009	Revenue / Wholesale Water Sales	160,000.00	125,136.33	-	125,136.33	34,863.67	78%			
100-4000-400-4011	Revenue / Water-Unauthorized Consumption	-	525.00	-	525.00	(525.00)	0%			
100-4000-400-4012	Chino Basin Water Rights Lease	1,000,000.00	1,240,000.00	-	1,240,000.00	(240,000.00)	124%			
100-4000-400-4006	Pressure Irrigation Water Sales	-	-	-	-	-	0%			
	Subtotal: Other Water Consumption Sales	1,790,000.00	1,755,791.87		1,755,791.87	34,208.13	98%			
	Total Water Consumption Sales	19,360,000.00	12,288,064.87		12,288,064.87	7,071,935.13	63%			
Water Service Charges										
100-4010-401-4051	Fire Service Mnthly Service Charge	400,000.00	199,259.41	-	199,259.41	200,740.59	50%			
100-4010-401-4050	Domestic Water Monthly Service Charge	8,400,000.00	4,210,447.06	-	4,210,447.06	4,189,552.94	50%			
100-4010-401-4052	Hydrant Water Monthly Service Charge	90,000.00	37,617.31	-	37,617.31	52,382.69	42%			
100-4020-405-4054	Back Flow Monthly Service Charge	54,000.00	31,820.42	-	31,820.42	22,179.58	59%			
100-4020-405-4055	Pressure Irrigation Monthly Service Charge	-	-	-	-	-	0%			
	Total Monthly Service Charges	8,944,000.00	4,479,144.20		4,479,144.20	4,464,855.80	50%			

West Valley Water District - Fiscal Year 2024-2025 Mid-Year Operating Budget Detail

GL Accounts		FY 2024-25 Adopted Budget	YTD Actual As of 12/18/24	Encumbrances	Actuals and Encumbrances	Budget Remaining	Budget % Used	Mid Year Adjustments	Amended Budget	Justification
Other operating income										
100-4020-405-4101	Delinquent Charges	600,000.00	308,950.00	-	308,950.00	291,050.00	51%			
100-4020-405-4108	After Hours/Same Day Turn On Charges	6,000.00	3,300.00	-	3,300.00	2,700.00	55%			
100-4020-405-4106	Turn On/Turn Offs For Non-Payment	8,000.00	5,900.00	-	5,900.00	2,100.00	74%			
100-4020-405-4104	Pulled Meter Charges					-	0%			
100-4020-405-4107	Lien Fee	500.00	-	-	-	500.00	0%			
100-4020-405-4102	Delinquent Collection Fee					-	0%			
100-4020-405-4119	Customer Requested Re-Read Fee					-	0%			
100-4020-405-4115	Water Service Application Fee	42,000.00	24,875.00	-	24,875.00	17,125.00	59%			
100-4020-405-4110	Fire Flow Testing	10,000.00	4,350.00	-	4,350.00	5,650.00	44%			
100-4020-405-4118	Copies	50.00	15.00	-	15.00	35.00	30%			
100-4020-405-4109	Revenue / Meter Testing					-	0%			
100-4020-405-4100	Revenue / Cash Variance	-	(64.71)	-	(64.71)	64.71	0%			
100-4020-405-4113	Plan Check Fees	55,000.00	19,240.00	-	19,240.00	35,760.00	35%			
100-4020-405-4105	Returned Payment Charges	10,000.00	3,850.00	-	3,850.00	6,150.00	39%			
100-4020-405-4111	Inspection Fees	112,216.00	232.54	-	232.54	111,983.46	0%			
100-4020-405-4112	Revenue / Meter Installation Charge	245,000.00	12,059.00	-	12,059.00	232,941.00	5%			
100-4020-405-4103	Fines For Unauthorized Water Use	1,300.00	2,975.00	-	2,975.00	(1,675.00)	229%			
100-4020-405-4117	Revenue / Miscellaneous	1,000.00	2,548.76	-	2,548.76	(1,548.76)	255%			
100-4020-405-4116	Revenue / Unclaimed Customer Refund	9,000.00	6,982.48	-	6,982.48	2,017.52	78%			
100-4020-405-4128	3A1 Pump from City of Rialto	80,000.00	56,211.48	-	56,211.48	23,788.52	70%			
100-4020-405-4132	Reimbursement From City Of Rialto - Opr Plant	300,000.00	310,691.68	-	310,691.68	(10,691.68)	104%			
100-4020-405-4131	Reimbursement From UTC - Routine Costs FBR	1,400,000.00	364,581.28	-	364,581.28	1,035,418.72	26%			
100-4020-405-4134	Reimbursement From UTC - Non-Routine Costs	-	-	-	-	-	0%			
100-4020-405-4135	Reimbursement From UTC - Routine Costs FXB					-	0%			
100-4020-405-4127	Baseline Feeder Operations	1,050,000.00	479,021.20	-	479,021.20	570,978.80	46%			
100-4020-405-4121	Debit Card Fees					-	-			
100-4020-405-4122	Document Prep Fees	50.00	5.00	-	5.00	45.00	10%			
100-4020-405-4120	Administration Fees (Section 2017)	500,000.00	23,442.39	-	23,442.39	476,557.61	5%			
100-4020-405-4123	Revenue Other Activities UUT	2,500.00	43,453.70	-	43,453.70	(40,953.70)	1738%			
100-4020-405-4125	Reimbursement From Residents For Damages Done	50,000.00	93,118.67	-	93,118.67	(43,118.67)	186%			
100-4020-405-4124	Energy Demand Response Programs	5,000.00	7,008.25	-	7,008.25	(2,008.25)	140%			
100-4020-405-4126	Conservation Rebate Reimb	265,000.00	96,228.61	-	96,228.61	168,771.39	36%			
100-4010-401-4114	Backflow Install Chg	-	60.00	-	60.00	(60.00)	100%			
Total Other Operating Revenue		4,752,616.00	1,869,035.33		1,869,035.33	2,883,580.67	39%			
Total Operating Revenues		33,056,616.00	18,636,244.40			14,420,371.60	56%			

West Valley Water District - Fiscal Year 2024-2025 Mid-Year Operating Budget Detail

GL Accounts	FY 2024-25 Adopted Budget	YTD Actual As of 12/18/24	<i>Encumbrances</i>	Actuals <i>and</i> Encumbrances	Budget Remaining	Budget % Used	Mid Year Adjustments	Amended Budget	Justification
Operating Expenses									
Source of Supply - 5110									
100-5110-520-5252	Purchased Water / Muni	764,100.00	313,571.17	-	313,571.17	450,528.83	41%		
100-5110-520-5253	Purchased Water / State Project Water	621,600.00	9,443.58	-	9,443.58	612,156.42	2%		
100-5110-520-5250	Purchased Water / City of San Bernardino	201,000.00	104,392.61	-	104,392.61	96,607.39	52%		
100-5110-520-5251	Purchased Water / Fontana Union	25,000.00	-	-	-	25,000.00	0%		
100-5110-520-5255	Purchased Water / IEUA	373,000.00	81,475.36	-	81,475.36	291,524.64	22%		
100-5110-520-5256	Purchased Water / SBBA Agreement	300,000.00	-	-	-	300,000.00	0%		
100-5110-520-5254	Other Miscellaneous / Source of Supply Costs	26,000.00	22,016.74	-	22,016.74	3,983.26	85%		
Subtotal: Non Payroll and Benefits Expenses		2,310,700.00	530,899.46		530,899.46	1,779,800.54	23%		
Total Expenses: Source of Supply - 5110		2,310,700.00	530,899.46		530,899.46	1,779,800.54	23%		

West Valley Water District - Fiscal Year 2024-2025 Mid-Year Operating Budget Detail

GL Accounts	FY 2024-25 Adopted Budget	YTD Actual As of 12/18/24	<i>Encumbrances</i>	Actuals and Encumbrances	Budget Remaining	Budget % Used	Mid Year Adjustments	Amended Budget	Justification
Production - Pumping - 5210									
100-5210-500-5001	Salaries & Wages / Full Time	1,013,800.00	461,936.31	-	461,936.31	551,863.69	46%		
100-5210-500-5003	Salaries & Wages / Overtime	35,000.00	14,339.51	-	14,339.51	20,660.49	41%		
100-5210-500-5004	Salaries & Wages / On Call	18,000.00	9,058.16	-	9,058.16	8,941.84	50%		
	Subtotal: Payroll Expenses	1,066,800.00	485,333.98		485,333.98	581,466.02	45%		
100-5210-510-5101	Benefits / FICA	60,500.00	26,447.41	-	26,447.41	34,052.59	44%		
100-5210-510-5102	Benefits / Medicare	15,100.00	7,145.74	-	7,145.74	7,954.26	47%		
100-5210-510-5123	Benefits / Disability Insurance	3,500.00	1,766.24	-	1,766.24	1,733.76	50%		
100-5210-510-5125	Benefits / Life Insurance	3,700.00	1,843.19	-	1,843.19	1,856.81	50%		
100-5210-510-5121	Benefits / Dental	12,200.00	6,032.52	-	6,032.52	6,167.48	49%		
100-5210-510-5120	Benefits / Hosp / Med Insurance	188,000.00	88,254.96	-	88,254.96	99,745.04	47%		
100-5210-510-5122	Benefits / Vision Care Insurance	2,300.00	1,139.11	-	1,139.11	1,160.89	50%		
100-5210-510-5124	Benefits / EAP	300.00	133.38	-	133.38	166.62	44%		
100-5210-510-5100	Benefits / Deferred Comp-ER Match	17,600.00	7,174.72	-	7,174.72	10,425.28	41%		
100-5210-510-5105	Expenses / PERS-Pension Classic	104,600.00	46,478.06	-	46,478.06	58,121.94	44%		
100-5210-510-5106	PERS-Pension / Employer PEPPRA-2nd Tier	11,300.00	4,757.46	-	4,757.46	6,542.54	42%		
100-5210-510-5107	PERS-Pension / Classic-Epmc Neg. Benefit	58,500.00	25,986.27	-	25,986.27	32,513.73	44%		
100-5210-510-5103	Expenses / Workers Comp Ins	43,400.00	22,202.10	-	22,202.10	21,197.90	51%		
100-5210-510-5109	Expense / PERS - Pension Expense - GASB 68	-	-	-	-	-	0%		
	Subtotal: Benefits Expenses	521,000.00	239,361.16		239,361.16	281,638.84	46%		
	Subtotal: Payroll and Benefits Expenses	1,587,800.00	724,695.14		724,695.14	863,104.86	46%		

West Valley Water District - Fiscal Year 2024-2025 Mid-Year Operating Budget Detail

GL Accounts		FY 2024-25 Adopted Budget	YTD Actual As of 12/18/24	<i>Encumbrances</i>	Actuals and Encumbrances	Budget Remaining	Budget % Used	Mid Year Adjustments	Amended Budget	Justification
100-5210-515-5200	Expenses / Training	5,600.00	410.00	-	410.00	5,190.00	7%			
100-5210-536-5475	Operating Supplies / Uniforms	4,000.00	3,079.36	-	3,079.36	920.64	77%			
100-5210-515-5202	Miscellaneous / Trans/Meals/Lodging	2,300.00	-	-	-	2,300.00	0%			
100-5210-525-5321	Meter Testing	15,000.00	-	-	-	15,000.00	0%			
100-5210-525-5301	Professional Services / Lab Tests	7,000.00	866.00	-	866.00	6,134.00	12%			
100-5210-550-5300	Professional Services / Alarm	-	-	-	-	0%				
100-5210-530-5401	Operating Supplies / Chemicals	125,000.00	48,604.49	31,395.51	80,000.00	45,000.00	64%			
100-5210-540-5614	Repair & Maintenance / Structures / Facility	285,000.00	83,423.13	32,143.11	115,566.24	169,433.76	41%			
100-5210-525-5306	Outside Labor / Contractors/Telemetry	5,000.00	-	-	-	5,000.00	0%			
100-5210-550-5652	Utility Services / Electric	3,140,000.00	992,776.21	-	992,776.21	2,147,223.79	32%			
100-5210-550-5655	Utility Services / Water	650.00	509.88	-	509.88	140.12	78%			
Subtotal: Non Payroll and Benefits Expenses		3,589,550.00	1,129,669.07		1,129,669.07	2,396,342.31	33%			
Total Expenses: Production - Pumping - 5210		5,177,350.00	1,854,364.21		1,854,364.21	3,259,447.17	37%			

West Valley Water District - Fiscal Year 2024-2025 Mid-Year Operating Budget Detail

GL Accounts		FY 2024-25 Adopted Budget	YTD Actual As of 12/18/24	Encumbrances	Actuals and Encumbrances	Budget Remaining	Budget % Used	Mid Year Adjustments	Amended Budget	Justification
Water Quality Department - 5310										
100-5310-500-5001	Salaries & Wages / Full Time	393,300.00	173,917.14	-	173,917.14	219,382.86	44%	(20,000.00)	373,300.00	
100-5310-500-5003	Salaries & Wages / Overtime	13,000.00	13,960.80	-	13,960.80	(960.80)	107%	15,000.00	28,000.00	
100-5310-500-5004	Salaries & Wages / On Call	1,000.00	2,310.54	-	2,310.54	(1,310.54)	231%	5,000.00	6,000.00	
100-5310-500-5021	Salaries & Wages / Class A Drivers License	400.00	-	-	-	400.00	0%			
100-5310-500-5020	Salaries & Wages / Bilingual Compensation	1,300.00	600.00	-	600.00	700.00	46%			
	Subtotal: Payroll Expenses	409,000.00	190,788.48		190,788.48	218,211.52	47%			
100-5310-510-5101	Benefits / FICA	25,200.00	12,034.87	-	12,034.87	13,165.13	48%			
100-5310-510-5102	Benefits / Medicare	5,900.00	2,814.67	-	2,814.67	3,085.33	48%			
100-5310-510-5123	Benefits / Disability Insurance	1,400.00	676.82	-	676.82	723.18	48%			
100-5310-510-5125	Benefits / Life Insurance	1,600.00	815.02	-	815.02	784.98	51%			
100-5310-510-5121	Benefits / Dental	6,500.00	3,216.39	-	3,216.39	3,283.61	49%			
100-5310-510-5120	Benefits / Hosp / Med Insurance	87,900.00	41,320.83	-	41,320.83	46,579.17	47%			
100-5310-510-5122	Benefits / Vision Care Insurance	1,000.00	503.86	-	503.86	496.14	50%			
100-5310-510-5124	Benefits / EAP	100.00	59.00	-	59.00	41.00	59%			
100-5310-510-5100	Benefits / Deferred Comp-ER Match	7,800.00	2,683.78	-	2,683.78	5,116.22	34%			
100-5310-510-5105	Expenses / PERS-Pension Classic	12,300.00	5,364.63	-	5,364.63	6,935.37	44%			
100-5310-510-5106	PERS-Pension / Employer PEPR-2nd Tier	22,800.00	9,809.57	-	9,809.57	12,990.43	43%			
100-5310-510-5107	PERS-Pension / Classic-Epmc Neg. Benefit	6,900.00	2,999.42	-	2,999.42	3,900.58	43%			
100-5310-510-5103	Expenses / Workers Comp Ins	20,000.00	9,295.86	-	9,295.86	10,704.14	46%			
100-5310-510-5109	Expense / PERS - Pension Expense - GASB 68	200.00	-	-	-	200.00	0%			
	Subtotal: Benefits Expenses	199,600.00	91,594.72		91,594.72	108,005.28	46%			
	Subtotal: Payroll and Benefits Expenses	608,600.00	282,383.20		282,383.20	326,216.80	46%			

West Valley Water District - Fiscal Year 2024-2025 Mid-Year Operating Budget Detail

GL Accounts		FY 2024-25 Adopted Budget	YTD Actual As of 12/18/24	Encumbrances	Actuals and Encumbrances	Budget Remaining	Budget % Used	Mid Year Adjustments	Amended Budget	Justification
100-5310-515-5200	Expenses / Training	4,000.00	709.00	-	709.00	3,291.00	18%			
100-5310-536-5475	Operating Supplies / Uniforms	3,125.00	2,577.13	-	2,577.13	547.87	82%			
100-5310-525-5314	Professional Services / Lab Tests	95,000.00	21,742.75	-	21,742.75	73,257.25	23%			
100-5310-525-5319	Outside Labor / Contractors	27,500.00	-	3,225.00	3,225.00	24,275.00	12%			
100-5310-530-5401	Operating Supplies / Chemicals	7,000.00	881.98	-	881.98	6,118.02	13%			
100-5310-530-5407	Operating Supplies / Shop	3,500.00	3,076.64	-	3,076.64	423.36	88%			
100-5310-540-5614	Repair & Maintenance / Structures / Facility	30,000.00	10,156.69	4,694.39	14,851.08	15,148.92	50%			
100-5310-540-5602	Repair & Maintenance / Equipment	75,000.00	8,528.47	13,992.63	22,521.10	52,478.90	30%			
100-5310-515-5202	Miscellaneous / Trans/Meals/Lodging	1,500.00	17.51	-	17.51	1,482.49	1%			
Subtotal: Non Payroll and Benefits Expenses		246,625.00	47,690.17		47,690.17	177,022.81	28%			
Total Expenses: Water Quality Department -										
	5310	855,225.00	330,073.37		330,073.37	503,239.61	41%			

West Valley Water District - Fiscal Year 2024-2025 Mid-Year Operating Budget Detail

GL Accounts	FY 2024-25 Adopted Budget	YTD Actual As of 12/18/24	<i>Encumbrances</i>	Actuals and Encumbrances	Budget Remaining	Budget % Used	Mid Year Adjustments	Amended Budget	Justification
Water Treatment - Perchlorate - 5320									
100-5320-525-5340		-			-	0%			
100-5320-525-5315		-				0%			
100-5320-550-5308		-				0%			
100-5320-536-5475		-				0%			
100-5320-550-5652	300,000.00	148,927.44	-	148,927.44	151,072.56	50%			
100-5320-550-5654		-				0%			
100-5320-550-5653		-				0%			
100-5320-525-5313		-				0%			
100-5320-550-5650		-				0%			
100-5320-540-5600		-				0%			
100-5320-525-5314	25,000.00	9,807.25	-	9,807.25	15,192.75	39%			
100-5320-525-5317		-				0%			
100-5320-530-5401	30,000.00	5,992.33	4,007.67	10,000.00	20,000.00	33%			
100-5320-530-5404	300,000.00	-	-	-	300,000.00	0%			
100-5320-530-5400						0%			
100-5320-540-5614	30,000.00	20,654.30	-	20,654.30	9,345.70	69%			
100-5320-540-5602		-			-	0%			
100-5320-536-5473		-				0%			
100-5320-515-5202		-				0%			
Subtotal: Non Payroll and Benefits Expenses	685,000.00	185,381.32		185,381.32	495,611.01	28%			
Total Expenses: Water Treatment - Perchlorate- 5320	685,000.00	185,381.32		185,381.32	495,611.01	28%			

West Valley Water District - Fiscal Year 2024-2025 Mid-Year Operating Budget Detail

GL Accounts		FY 2024-25 Adopted Budget	YTD Actual As of 12/18/24	Encumbrances	Actuals and Encumbrances	Budget Remaining	Budget % Used	Mid Year Adjustments	Amended Budget	Justification
Water Treatment - FBR - 5350										
100-5350-500-5001	Salaries & Wages / Full Time	475,400.00	204,476.72	-	204,476.72	270,923.28	43%			
100-5350-500-5003	Salaries & Wages / Overtime	31,000.00	9,989.83	-	9,989.83	21,010.17	32%			
100-5350-500-5004	Salaries & Wages / On Call	22,000.00	11,489.44	-	11,489.44	10,510.56	52%			
100-5350-500-5021	Salaries & Wages / Class A Drivers License	700.00	300.00	-	300.00	400.00	43%			
100-5350-500-5020	Salaries & Wages / Bilingual Compensation	500.00	300.00	-	300.00	200.00	60%			
	Subtotal: Payroll Expenses	529,600.00	226,555.99		226,555.99	303,044.01	43%			
100-5350-510-5101	Benefits / FICA	30,100.00	14,143.83	-	14,143.83	15,956.17	47%			
100-5350-510-5102	Benefits / Medicare	7,000.00	3,307.86	-	3,307.86	3,692.14	47%			
100-5350-510-5123	Benefits / Disability Insurance	1,600.00	823.63	-	823.63	776.37	51%			
100-5350-510-5125	Benefits / Life Insurance	1,600.00	822.92	-	822.92	777.08	51%			
100-5350-510-5121	Benefits / Dental	7,300.00	3,623.23	-	3,623.23	3,676.77	50%			
100-5350-510-5120	Benefits / Hosp / Med Insurance	109,400.00	51,660.69	-	51,660.69	57,739.31	47%			
100-5350-510-5122	Benefits / Vision Care Insurance	1,000.00	509.04	-	509.04	490.96	51%			
100-5350-510-5124	Benefits / EAP	100.00	59.61	-	59.61	40.39	60%			
100-5350-510-5100	Benefits / Deferred Comp-ER Match	7,800.00	2,705.32	-	2,705.32	5,094.68	35%			
100-5350-510-5105	Expenses / PERS-Pension Classic	45,300.00	20,220.84	-	20,220.84	25,079.16	45%			
100-5350-510-5106	PERS-Pension / Employer PEPR-2nd Tier	7,000.00	3,117.63	-	3,117.63	3,882.37	45%			
100-5350-510-5107	PERS-Pension / Classic-Epmc Neg. Benefit	25,300.00	11,305.59	-	11,305.59	13,994.41	45%			
100-5350-510-5109	Expense / PERS - Pension Expense - GASB 68	360.00	-	-	-	360.00	0%			
100-5350-510-5103	Expenses / Workers Comp Ins	23,300.00	10,863.29	-	10,863.29	12,436.71	47%			
	Subtotal: Benefits Expenses	267,160.00	123,163.48		123,163.48	143,996.52	46%			
	Subtotal: Payroll and Benefits Expenses	796,760.00	349,719.47		349,719.47	447,040.53	44%			

West Valley Water District - Fiscal Year 2024-2025 Mid-Year Operating Budget Detail

GL Accounts		FY 2024-25 Adopted Budget	YTD Actual As of 12/18/24	Encumbrances	Actuals and Encumbrances	Budget Remaining	Budget % Used	Mid Year Adjustments	Amended Budget	Justification
100-5350-515-5200	Expenses / Training	2,120.00	-	-	-	2,120.00	0%			
100-5350-525-5340	Professional Services / Other Consultants	105,225.00	50,689.76	15,958.54	66,648.30	38,576.70	63%			
100-5350-525-5315	Professional Services / Misc Studies	-	-	-	-	-	0%			
100-5350-536-5475	Operating Supplies / Uniforms	2,200.00	2,761.58	-	2,761.58	(561.58)	126%			
100-5350-550-5652	Utility Services / Electric	573,000.00	197,471.36	-	197,471.36	375,528.64	34%			
100-5350-550-5650	Communication Services / Telephone	-	-	-	-	-	0%			
100-5350-525-5315	Professional Services/ Misc Studies	-	-	-	6,836.67	-	0%	10,000.00	10,000.00	
100-5350-525-5314	Professional Services / Lab Tests	65,000.00	36,665.75	5,400.00	42,065.75	22,934.25	65%			
100-5350-530-5401	Operating Supplies / Chemicals	443,500.00	40,861.44	104,929.63	145,791.07	297,708.93	33%			

West Valley Water District - Fiscal Year 2024-2025 Mid-Year Operating Budget Detail

GL Accounts		FY 2024-25 Adopted Budget	YTD Actual As of 12/18/24	<i>Encumbrances</i>	Actuals and Encumbrances	Budget Remaining	Budget % Used	Mid Year Adjustments	Amended Budget	Justification
100-5350-530-5404	Operating Supplies / Resin Exchange	-				-	0%			
100-5350-540-5614	Repair & Maintenance / Structures / Facility Repair & Maintenance / Chlorination	350,000.00	68,007.88	18,076.91	86,084.79	263,915.21	25%	(10,000.00)	340,000.00	
100-5350-540-5602	Equipment	-	-	-	-	-	0%			
100-5350-528-5381	Equipment Rental	-				-	0%			
100-5350-536-5473	Miscellaneous / Permits & Fees	50,000.00	-	16,081.00	16,081.00	33,919.00	32%	(60.00)	49,940.00	
100-5350-515-5202	Miscellaneous / Trans/Meals/Lodging	1,200.00	1,254.68	-	1,254.68	(54.68)	105%	60.00	1,260.00	
	Subtotal: Non Payroll and Benefits Expenses	1,592,245.00	397,712.45		397,712.45	1,034,086.47	35%			
	Total Expenses: Water Treatment - FBR/FXB -									
	5350	2,389,005.00	747,431.92		747,431.92	1,481,127.00	38%			

West Valley Water District - Fiscal Year 2024-2025 Mid-Year Operating Budget Detail

GL Accounts		FY 2024-25 Adopted Budget	YTD Actual As of 12/18/24	Encumbrances	Actuals and Encumbrances	Budget Remaining	Budget % Used	Mid Year Adjustments	Amended Budget	Justification
Water Treatment - Roemer/Arsenic - 5390										
100-5390-500-5001	Salaries & Wages / Full Time	336,300.00	151,476.33	-	151,476.33	184,823.67	45%			
100-5390-500-5003	Salaries & Wages / Overtime	57,000.00	14,981.61	-	14,981.61	42,018.39	26%			
100-5390-500-5004	Salaries & Wages / On Call	25,000.00	12,580.33	-	12,580.33	12,419.67	50%			
100-5390-500-5021	Salaries & Wages / Class A Drivers License	-	-	-	-	-	0%			
100-5390-500-5020	Salaries & Wages / Bilingual Compensation	1,300.00	600.00	-	600.00	700.00	46%			
	Subtotal: Payroll Expenses	419,600.00	179,638.27		179,638.27	239,961.73	43%			
100-5390-510-5101	Benefits / FICA	21,800.00	11,343.79	-	11,343.79	10,456.21	52%			
100-5390-510-5102	Benefits / Medicare	5,100.00	2,652.96	-	2,652.96	2,447.04	52%			
100-5390-510-5123	Benefits / Disability Insurance	1,200.00	600.66	-	600.66	599.34	50%			
100-5390-510-5125	Benefits / Life Insurance	1,200.00	576.72	-	576.72	623.28	48%			
100-5390-510-5121	Benefits / Dental	4,900.00	2,419.92	-	2,419.92	2,480.08	49%			
100-5390-510-5120	Benefits / Hosp / Med Insurance	90,500.00	42,705.12	-	42,705.12	47,794.88	47%			
100-5390-510-5122	Benefits / Vision Care Insurance	800.00	381.24	-	381.24	418.76	48%			
100-5390-510-5124	Benefits / EAP	100.00	44.64	-	44.64	55.36	45%			
100-5390-510-5100	Benefits / Deferred Comp-ER Match	5,900.00	2,625.00	-	2,625.00	3,275.00	44%			
100-5390-510-5105	Expenses / PERS-Pension Classic	40,900.00	18,323.76	-	18,323.76	22,576.24	45%			
100-5390-510-5106	PERS-Pension / Employer PEPPRA-2nd Tier	-					0% #DIV/0!			
100-5390-510-5107	PERS-Pension / Classic-Epmc Neg. Benefit	22,900.00	10,244.94	-	10,244.94	12,655.06	45%			
100-5390-510-5109	Expense / PERS - Pension Expense - GASB 68	300.00	-	-	-	300.00	0%			
100-5390-510-5103	Expenses / Workers Comp Ins	16,800.00	8,257.39	-	8,257.39	8,542.61	49%			
	Subtotal: Benefits Expenses	212,400.00	100,176.14		100,176.14	112,223.86	47%			
	Subtotal: Payroll and Benefits Expenses	632,000.00	279,814.41		279,814.41	352,185.59	44%			

West Valley Water District - Fiscal Year 2024-2025 Mid-Year Operating Budget Detail

GL Accounts		FY 2024-25 Adopted Budget	YTD Actual As of 12/18/24	Encumbrances	Actuals and Encumbrances	Budget Remaining	Budget % Used	Mid Year Adjustments	Amended Budget	Justification
100-5390-515-5200	Expenses / Training	2,520.00	105.00	-	105.00	2,415.00	4%			
100-5390-525-5340	Professional Services / Other Consultants	80,000.00	5,374.81	28,649.22	34,024.03	45,975.97	43%			
100-5390-525-5315	Professional Services / Misc Studies	2,100.00	-	-	-	2,100.00	0%			
100-5390-536-5475	Operating Supplies / Uniforms	2,500.00	807.03	-	807.03	1,692.97	32%			
100-5390-550-5652	Utility Services / Electric	750,000.00	466,477.83	-	466,477.83	283,522.17	62%			
100-5390-550-5654	Utility Services / Trash	3,200.00	1,200.95	-	1,200.95	1,999.05	38%			
100-5390-550-5653	Utility Services / Gas	700.00	80.10	-	80.10	619.90	11%			
100-5390-525-5313	Professional Services / Janitorial	13,000.00	2,317.29	1,480.00	3,797.29	9,202.71	29%			
100-5390-550-5650	Communication Services / Telephone	9,700.00	591.14	-	591.14	9,108.86	6%			
100-5390-540-5600	Other Miscellaneous / District Cost	48,000.00	-	-	-	48,000.00	0%			

West Valley Water District - Fiscal Year 2024-2025 Mid-Year Operating Budget Detail

GL Accounts		FY 2024-25 Adopted Budget	YTD Actual As of 12/18/24	<i>Encumbrances</i>	Actuals and Encumbrances	Budget Remaining	Budget % Used	Mid Year Adjustments	Amended Budget	Justification
100-5390-525-5314	Professional Services / Lab Tests	45,000.00	16,616.00	-	16,616.00	28,384.00	37%			
100-5390-525-5317	Professional Services / Sludge Disposal	154,000.00	6,556.50	3,432.73	9,989.23	144,010.77	6%			
100-5390-530-5401	Operating Supplies / Chemicals	284,100.00	160,872.22	77,987.44	238,859.66	45,240.34	84%			
100-5390-530-5400	Operating Supplies / Carbon Exchange	-	-	-	-	-	0%			
100-5390-540-5614	Repair & Maintenance / Structures / Facility Repair & Maintenance / Chlorination	290,000.00	134,836.83	92,940.07	227,776.90	62,223.10	79%			
100-5390-540-5602	Equipment	-	-	-	-	-	0%			
100-5390-515-5202	Miscellaneous / Trans/Meals/Lodging	2,100.00	622.74	-	622.74	1,477.26	30%			
Subtotal: Non Payroll and Benefits Expenses		1,686,920.00	796,458.44		796,458.44	685,972.10	59%			
Roemer/Arsenic - 5390		2,318,920.00	1,076,272.85		1,076,272.85	1,038,157.69	55%			

West Valley Water District - Fiscal Year 2024-2025 Mid-Year Operating Budget Detail

GL Accounts		FY 2024-25 Adopted Budget	YTD Actual As of 12/18/24	Encumbrances	Actuals and Encumbrances	Budget Remaining	Budget % Used	Mid Year Adjustments	Amended Budget	Justification
Maintenance - Transmission and Distribution - 5410										
100-5410-500-5001	Salaries & Wages / Full Time	1,061,000.00	431,037.44	-	431,037.44	629,962.56	41%	(75,000.00)	1,136,000.00	
100-5410-500-5002	Salaries & Wages / Part Time Or Temporary	-	26,785.22	-	26,785.22	(26,785.22)	100%	75,000.00	75,000.00	
100-5410-500-5003	Salaries & Wages / Overtime	60,000.00	35,091.11	-	35,091.11	24,908.89	58%			
100-5410-500-5004	Salaries & Wages / On Call	10,000.00	5,808.18	-	5,808.18	4,191.82	58%			
100-5410-500-5021	Salaries & Wages / Class A Drivers License	3,300.00	1,712.50	-	1,712.50	1,587.50	52%			
100-5410-500-5020	Salaries & Wages / Bilingual Compensation	3,300.00	1,200.00	-	1,200.00	2,100.00	36%			
	Subtotal: Payroll Expenses	1,137,600.00	501,634.45		501,634.45	635,965.55	44%			
100-5410-510-5101	Benefits / FICA	67,900.00	31,406.11	-	31,406.11	36,493.89	46%			
100-5410-510-5102	Benefits / Medicare	15,900.00	7,345.00	-	7,345.00	8,555.00	46%			
100-5410-510-5123	Benefits / Disability Insurance	3,500.00	1,754.33	-	1,754.33	1,745.67	50%			
100-5410-510-5125	Benefits / Life Insurance	4,700.00	2,455.49	-	2,455.49	2,244.51	52%			
100-5410-510-5121	Benefits / Dental	16,700.00	7,561.31	-	7,561.31	9,138.69	45%			
100-5410-510-5120	Benefits / Hosp / Med Insurance	261,100.00	118,528.85	-	118,528.85	142,571.15	45%			
100-5410-510-5122	Benefits / Vision Care Insurance	3,100.00	1,570.41	-	1,570.41	1,529.59	51%			
100-5410-510-5124	Benefits / EAP	400.00	183.87	-	183.87	216.13	46%			
100-5410-510-5100	Benefits / Deferred Comp-ER Match	23,400.00	6,594.68	-	6,594.68	16,805.32	28%			
100-5410-510-5105	Expenses / PERS-Pension Classic	39,200.00	14,137.43	-	14,137.43	25,062.57	36%			
100-5410-510-5106	PERS-Pension / Employer PEPR-2nd Tier	51,800.00	24,656.79	-	24,656.79	27,143.21	48%			
100-5410-510-5107	PERS-Pension / Classic-Epmc Neg. Benefit	21,900.00	7,904.28	-	7,904.28	13,995.72	36%			
100-5410-510-5103	Expenses / Workers Comp Ins	54,700.00	24,599.04	-	24,599.04	30,100.96	45%			
100-5410-510-5109	Expense / PERS - Pension Expense - GASB 68	600.00	-	-	-	600.00	0%			
	Subtotal: Benefits Expenses	564,900.00	248,697.59		248,697.59	316,202.41	44%			
	Subtotal: Payroll and Benefits Expenses	1,702,500.00	750,332.04		750,332.04	952,167.96	44%			

West Valley Water District - Fiscal Year 2024-2025 Mid-Year Operating Budget Detail

GL Accounts		FY 2024-25 Adopted Budget	YTD Actual As of 12/18/24	Encumbrances	Actuals and Encumbrances	Budget Remaining	Budget % Used	Mid Year Adjustments	Amended Budget	Justification
100-5410-515-5200	Expenses / Training	6,500.00	605.00	-	605.00	5,895.00	9%			
100-5410-536-5475	Operating Supplies / Uniforms	9,200.00	8,058.18	-	8,058.18	1,141.82	88%			
100-5410-515-5202	Miscellaneous / Trans/Meals/Lodging	2,300.00	391.67	-	391.67	1,908.33	17%			
100-5410-540-5611	Repair & Maintenance / Reservoirs & Tanks	-					0%			
100-5410-540-5605	Repair & Maintenance / Domestic Mains	814,000.00	248,219.17	-	248,219.17	565,780.83	30%			
100-5410-540-5606	Repair & Maintenance / Fire Hydrants	166,000.00	-	-	-	166,000.00	0%			
100-5410-530-5408	Operating Supplies / Shop Supplies	20,000.00	6,476.46	9,673.50	16,149.96	3,850.04	81%			
100-5410-540-5616	Repair & Maintenance / Facilities Repairs	15,000.00	262.50	-	262.50	14,737.50	2%			
100-5410-540-5612	Repair & Maintenance / Street Patching	525,000.00	32,219.00	396,261.00	428,480.00	96,520.00	82%			
100-5410-540-5615	Repair & Maintenance / Tools	17,000.00	10,802.19	-	10,802.19	6,197.81	64%			
100-5410-525-5319	Outside Labor / Contractors	-	-	-	-	-	0%			
100-5410-528-5381	Rentals / Equipment	16,000.00	2,673.90	-	2,673.90	13,326.10	17%			
100-5410-540-5613	Repair & Maintenance / Structures & Improvements	10,000.00	3,823.55	-	3,823.55	6,176.45	38%			
	Fees for DigAlert underground-utility locating.	-	-		-	0%	0%			
100-5410-541-5620	Expense / Inventory Adjustment	10,000.00	-	-	-	10,000.00	0%			
	Subtotal: Non Payroll and Benefits Expenses	1,611,000.00	313,531.62		313,531.62	891,533.88	45%			
	Total Expenses: Maintenance - Transmission and Distribution - 5410	3,313,500.00	1,063,863.66		1,063,863.66	1,843,701.84	44%			

West Valley Water District - Fiscal Year 2024-2025 Mid-Year Operating Budget Detail

GL Accounts		FY 2024-25 Adopted Budget	YTD Actual As of 12/18/24	Encumbrances	Actuals and Encumbrances	Budget Remaining	Budget % Used	Mid Year Adjustments	Amended Budget	Justification
Customer Service - 5510										
100-5510-500-5001	Salaries & Wages / Full Time	593,200.00	248,908.11	-	248,908.11	344,291.89	42%	(3,000.00)	596,200.00	
100-5510-500-5003	Salaries & Wages / Overtime	7,000.00	1,829.41	-	1,829.41	5,170.59	26%			
100-5510-500-5004	Salaries & Wages / On Call	-	-	-	-	-	0%			
100-5510-500-5020	Salaries & Wages / Bilingual Compensation	2,000.00	900.00	-	900.00	1,100.00	45%			
	Subtotal: Payroll Expenses	602,200.00	251,637.52		251,637.52	350,562.48	42%			
100-5510-510-5101	Benefits / FICA	38,600.00	15,697.49	-	15,697.49	22,902.51	41%			
100-5510-510-5102	Benefits / Medicare	9,000.00	3,671.17	-	3,671.17	5,328.83	41%			
100-5510-510-5123	Benefits / Disability Insurance	2,100.00	1,023.17	-	1,023.17	1,076.83	49%			
100-5510-510-5125	Benefits / Life Insurance	3,600.00	1,712.79	-	1,712.79	1,887.21	48%			
100-5510-510-5121	Benefits / Dental	12,200.00	5,101.77	-	5,101.77	7,098.23	42%			
100-5510-510-5120	Benefits / Hosp / Med Insurance	202,800.00	81,877.80	-	81,877.80	120,922.20	40%			
100-5510-510-5122	Benefits / Vision Care Insurance	2,300.00	1,097.34	-	1,097.34	1,202.66	48%			
100-5510-510-5124	Benefits / EAP	300.00	128.49	-	128.49	171.51	43%			
100-5510-510-5100	Benefits / Deferred Comp-ER Match	17,600.00	1,850.00	-	1,850.00	15,750.00	11%			
100-5510-510-5105	Expenses / PERS-Pension Classic	16,300.00	7,241.67	-	7,241.67	9,058.33	44%			
100-5510-510-5106	PERS-Pension / Employer PEPR-2nd Tier	36,300.00	14,578.56	-	14,578.56	21,721.44	40%			
100-5510-510-5107	PERS-Pension / Classic-Epmc Neg. Benefit	9,100.00	4,048.81	-	4,048.81	5,051.19	44%			
100-5510-510-5103	Expenses / Workers Comp Ins	3,400.00	2,300.28	-	2,300.28	1,099.72	68%	3,000.00	6,400.00	
100-5510-510-5109	Expense / PERS - Pension Expense - GASB 68	400.00	-	-	-	400.00	0%			
	Subtotal: Benefits Expenses	354,000.00	140,329.34		140,329.34	213,670.66	40%			
	Subtotal: Payroll and Benefits Expenses	956,200.00	391,966.86		391,966.86	564,233.14	41%			

West Valley Water District - Fiscal Year 2024-2025 Mid-Year Operating Budget Detail

GL Accounts		FY 2024-25 Adopted Budget	YTD Actual As of 12/18/24	Encumbrances	Actuals and Encumbrances	Budget Remaining	Budget % Used	Mid Year Adjustments	Amended Budget	Justification
100-5510-515-5200	Expenses / Training	3,000.00	-	-	-	3,000.00	0%			
100-5510-525-5309	Professional Services / Armored Transport	6,800.00	3,385.82	-	3,385.82	3,414.18	50%			
100-5510-525-5340	Professional Services / Other Consultants	-	-	-	-	-	0%			
100-5510-536-5475	Operating Supplies / Uniforms	1,600.00	-	-	-	1,600.00	0%			
100-5510-530-5403	Operating Supplies / Miscellaneous	2,500.00	1,062.58	-	1,062.58	1,437.42	43%			
100-5510-536-5412	Equipment	2,800.00	680.05	-	680.05	2,119.95	24%			
100-5510-525-5319	Outside Labor / Contractors/Labor & Contractors	-	-	-	-	-	0%			
100-5510-525-5305	Outside Labor / Contractors / Remote Site Fees	45,100.00	59,652.99	-	59,652.99	(14,552.99)	132%			
100-5510-536-5320	Miscellaneous / Bank Card Expense	65,000.00	77,526.09	-	77,526.09	(12,526.09)	119%			
100-5510-515-5202	Miscellaneous / Trans/Meals/Lodging	500.00	129.48	-	129.48	370.52	26%			
Subtotal: Non Payroll and Benefits Expenses		127,300.00	142,437.01		142,437.01	(15,137.01)	112%			
Total Expenses: Customer Service - 5510		1,083,500.00	534,403.87		534,403.87	549,096.13	49%			

West Valley Water District - Fiscal Year 2024-2025 Mid-Year Operating Budget Detail

GL Accounts		FY 2024-25 Adopted Budget	YTD Actual As of 12/18/24	Encumbrances	Actuals and Encumbrances	Budget Remaining	Budget % Used	Mid Year Adjustments	Amended Budget	Justification
Meter Reading - 5520										
100-5520-500-5001	Salaries & Wages / Full Time	521,600.00	171,861.75	-	171,861.75	349,738.25	33%			
100-5520-500-5003	Salaries & Wages / Overtime	20,000.00	4,352.69	-	4,352.69	15,647.31	22%			
100-5520-500-5004	Salaries & Wages / On Call	7,300.00	1,900.95	-	1,900.95	5,399.05	26%			
100-5520-500-5020	Salaries & Wages / Bilingual Compensation	700.00	300.00	-	300.00	400.00	43%			
100-5520-500-5021	Labor / Class A Drivers License	-	-	-	-	-	0%			
	Subtotal: Payroll Expenses	549,600.00	178,415.39		178,415.39	371,184.61	32%			
100-5520-510-5101	Benefits / FICA	33,500.00	11,284.13	-	11,284.13	22,215.87	34%			
100-5520-510-5102	Benefits / Medicare	7,800.00	2,639.06	-	2,639.06	5,160.94	34%			
100-5520-510-5123	Benefits / Disability Insurance	2,000.00	670.02	-	670.02	1,329.98	34%			
100-5520-510-5125	Benefits / Life Insurance	2,800.00	961.20	-	961.20	1,838.80	34%			
100-5520-510-5121	Benefits / Dental	8,800.00	3,462.18	-	3,462.18	5,337.82	39%			
100-5520-510-5120	Benefits / Hosp / Med Insurance	148,400.00	52,667.62	-	52,667.62	95,732.38	35%			
100-5520-510-5122	Benefits / Vision Care Insurance	1,800.00	635.40	-	635.40	1,164.60	35%			
100-5520-510-5124	Benefits / EAP	200.00	74.40	-	74.40	125.60	37%			
100-5520-510-5100	Benefits / Deferred Comp-ER Match	13,700.00	2,650.00	-	2,650.00	11,050.00	19%			
100-5520-510-5105	Expenses / PERS-Pension Classic	11,800.00	-	-	-	11,800.00	0%			
100-5520-510-5106	PERS-Pension / Employer PEPR-2nd Tier	33,400.00	13,167.43	-	13,167.43	20,232.57	39%			
100-5520-510-5107	PERS-Pension / Classic-Epmc Neg. Benefit	6,600.00	-	-	-	6,600.00	0%			
100-5520-510-5109	Expense / PERS - Pension Expense - GASB 68	300.00	-	-	-	300.00	0%			
100-5520-510-5103	Expenses / Workers Comp Ins	7,500.00	1,746.16	-	1,746.16	5,753.84	23%			
	Subtotal: Benefits Expenses	278,600.00	89,957.60		89,957.60	188,642.40	32%			
	Subtotal: Payroll and Benefits Expenses	828,200.00	268,372.99		268,372.99	559,827.01	32%			
100-5520-515-5200	Expenses / Training	2,000.00	90.00	-	90.00	1,910.00	5%			
100-5520-536-5475	Operating Supplies / Uniforms	4,400.00	3,307.17	-	3,307.17	1,092.83	75%			
100-5520-530-5407	Operating Supplies / Shop Supplies	-	9,575.62	-	9,575.62	(9,575.62)	100%			
100-5520-540-5608	Repair & Maintenance / Meters & AMR's Outside Labor/Contractors / Labor & Contractors	240,000.00	141,155.53	17,056.10	158,211.63	81,788.37	66%			
100-5520-525-5319		-								
100-5520-515-5202	Miscellaneous / Trans/Meals/Lodging	500.00	-	-	-	500.00	0%			
100-5520-540-5601	Miscellaneous / AMR Mtr Replacemnt Prgram	19,000.00	-	-	-	19,000.00	0%			
	Subtotal: Non Payroll and Benefits Expenses	265,900.00	154,128.32		154,128.32	94,715.58	64%			
	Total Expenses: Meter Reading - 5520	1,094,100.00	422,501.31		422,501.31	654,542.59	40%			

West Valley Water District - Fiscal Year 2024-2025 Mid-Year Operating Budget Detail

GL Accounts		FY 2024-25 Adopted Budget	YTD Actual As of 12/18/24	Encumbrances	Actuals and Encumbrances	Budget Remaining	Budget % Used	Mid Year Adjustments	Amended Budget	Justification
Billing - 5530										
100-5530-500-5001	Salaries & Wages / Full Time	262,800.00	112,819.75	-	112,819.75	149,980.25	43%			
100-5530-500-5003	Salaries & Wages / Overtime	1,500.00	-	-	-	1,500.00	0%			
100-5530-500-5020	Salaries & Wages / Bilingual Compensation	1,300.00	600.00	-	600.00	700.00	46%			
	Subtotal: Payroll Expenses	265,600.00	113,419.75		113,419.75	152,180.25	43%			
100-5530-510-5101	Benefits / FICA	16,700.00	7,222.81	-	7,222.81	9,477.19	43%			
100-5530-510-5102	Benefits / Medicare	3,900.00	1,689.17	-	1,689.17	2,210.83	43%			
100-5530-510-5123	Benefits / Disability Insurance	900.00	461.04	-	461.04	438.96	51%			
100-5530-510-5125	Benefits / Life Insurance	1,200.00	576.72	-	576.72	623.28	48%			
100-5530-510-5121	Benefits / Dental	3,800.00	1,744.53	-	1,744.53	2,055.47	46%			
100-5530-510-5120	Benefits / Hosp / Med Insurance	63,800.00	24,927.57	-	24,927.57	38,872.43	39%			
100-5530-510-5122	Benefits / Vision Care Insurance	800.00	381.24	-	381.24	418.76	48%			
100-5530-510-5124	Benefits / EAP	100.00	44.64	-	44.64	55.36	45%			
100-5530-510-5100	Benefits / Deferred Comp-ER Match	5,900.00	2,400.00	-	2,400.00	3,500.00	41%			
100-5530-510-5105	Expenses / PERS-Pension Classic	23,700.00	10,559.88	-	10,559.88	13,140.12	45%			
100-5530-510-5106	PERS-Pension / Employer PEPR-2nd Tier	5,200.00	2,288.20	-	2,288.20	2,911.80	44%			
100-5530-510-5107	PERS-Pension / Classic-Epmc Neg. Benefit	13,300.00	5,904.09	-	5,904.09	7,395.91	44%			
100-5530-510-5109	Expense / PERS - Pension Expense - GASB 68	-	-	-	-	-	0%			
100-5530-510-5103	Expenses / Workers Comp Ins	1,500.00	584.03	-	584.03	915.97	39%			
	Subtotal: Benefits Expenses	140,800.00	58,783.92		58,783.92	82,016.08	42%			
	Subtotal: Payroll and Benefits Expenses	406,400.00	172,203.67		172,203.67	234,196.33	42%			
100-5530-515-5200	Expenses / Training	3,000.00	-	-	-	3,000.00	0%			
100-5530-525-5340	Professional Services / Other Consultants	-	-	-	-	-	0%			
100-5530-536-5475	Operating Supplies / Uniforms	600.00	-	-	-	600.00	0%			
100-5530-530-5403	Operating Supplies / Miscellaneous	800.00	60.00	-	60.00	740.00	8%			
100-5530-525-5304	Outside Labor / Contractors/Printing	48,000.00	20,958.36	27,041.64	48,000.00	-	100%			
100-5530-536-5471	Communication Services / Postage & Shipping	154,000.00	77,720.05	72,875.05	150,595.10	3,404.90	98%			
100-5530-515-5202	Miscellaneous / Trans/Meals/Lodging	2,000.00	-	-	-	2,000.00	0%			
	Subtotal: Non Payroll and Benefits Expenses	208,400.00	98,738.41		98,738.41	9,744.90	95%			
	Total Expenses: Billing - 5530	614,800.00	270,942.08		270,942.08	243,941.23	60%			

West Valley Water District - Fiscal Year 2024-2025 Mid-Year Operating Budget Detail

GL Accounts		FY 2024-25 Adopted Budget	YTD Actual As of 12/18/24	Encumbrances	Actuals and Encumbrances	Budget Remaining	Budget % Used	Mid Year Adjustments	Amended Budget	Justification
Administration - 5610										
100-5610-500-5001	Salaries & Wages / Full Time	1,086,600.00	394,750.11	-	394,750.11	691,849.89	36%	(106,200.00)	980,400.00	
100-5610-500-5002	Salaries & Wages / Part Time or Temporary	-	-	-	101,980.06	-	0%	105,000.00	105,000.00	
100-5610-500-5003	Salaries & Wages / Overtime	100.00	-	-	-	100.00	0%	1,200.00	1,300.00	
100-5610-500-5020	Salaries & Wages / Bilingual Compensation	900.00	600.00	-	600.00	300.00	67%			
100-5610-510-5104	Salaries & Wages / Vehicle Allowance	18,200.00	8,400.00	-	8,400.00	9,800.00	46%			
	Subtotal: Payroll Expenses	1,105,800.00	403,750.11		403,750.11	702,049.89	37%			
100-5610-510-5101	Benefits / FICA	46,600.00	9,400.21	-	9,400.21	37,199.79	20%			
100-5610-510-5102	Benefits / Medicare	17,100.00	7,110.21	-	7,110.21	9,989.79	42%			
100-5610-510-5123	Benefits / Disability Insurance	3,200.00	1,265.22	-	1,265.22	1,934.78	40%			
100-5610-510-5125	Benefits / Life Insurance	2,700.00	1,166.07	-	1,166.07	1,533.93	43%			
100-5610-510-5121	Benefits / Dental	6,400.00	2,356.76	-	2,356.76	4,043.24	37%			
100-5610-510-5120	Benefits / Hosp / Med Insurance	103,400.00	42,961.98	-	42,961.98	60,438.02	42%			
100-5610-510-5122	Benefits / Vision Care Insurance	1,300.00	550.68	-	550.68	749.32	42%			
100-5610-510-5124	Benefits / EAP	100.00	64.48	-	64.48	35.52	64%			
100-5610-510-5100	Benefits / Deferred Comp-ER Match	40,300.00	34,525.00	-	34,525.00	5,775.00	86%			
100-5610-510-5105	Expenses / PERS-Pension Classic	69,400.00	60,673.96	-	60,673.96	8,726.04	87%			
100-5610-510-5106	PERS-Pension / Employer PEPPRA-2nd Tier	37,900.00	(9,596.07)	-	(9,596.07)	47,496.07	-25%			
100-5610-510-5107	PERS-Pension / Classic-Epmc Neg. Benefit	38,800.00	34,494.00	-	34,494.00	4,306.00	89%			
100-5610-510-5103	Expenses / Workers Comp Ins	6,200.00	2,475.12	-	2,475.12	3,724.88	40%			
100-5610-510-5109	Expense / PERS - Pension Expense - GASB 68	-	-	-	-	-	0%			
	Subtotal: Benefits Expenses	373,400.00	187,447.62		187,447.62	185,952.38	50%			
	Subtotal: Payroll and Benefits Expenses	1,479,200.00	591,197.73		591,197.73	888,002.27	40%			

West Valley Water District - Fiscal Year 2024-2025 Mid-Year Operating Budget Detail

GL Accounts		FY 2024-25 Adopted Budget	YTD Actual As of 12/18/24	Encumbrances	Actuals and Encumbrances	Budget Remaining	Budget % Used	Mid Year Adjustments	Amended Budget	Justification
100-5610-515-5200	Expenses / Training	20,700.00	(1,440.00)	-	(1,440.00)	22,140.00	-7%			
100-5610-536-5475	Operating Supplies / Uniforms	2,500.00	34.78	-	34.78	2,465.22	1%			
100-5610-536-5500	Miscellaneous / Promotional Activities	-	-	-	-	-	0%			
100-5610-536-5411	Miscellaneous / Printing	5,000.00	3,071.93	-	3,071.93	1,928.07	61%			
100-5610-515-5202	Miscellaneous / Trans/Meals/Lodging	98,000.00	23,941.61	-	23,941.61	74,058.39	24%			

West Valley Water District - Fiscal Year 2024-2025 Mid-Year Operating Budget Detail

GL Accounts		FY 2024-25 Adopted Budget	YTD Actual As of 12/18/24	<i>Encumbrances</i>	Actuals and Encumbrances	Budget Remaining	Budget % Used	Mid Year Adjustments	Amended Budget	Justification
100-5610-515-5201	Miscellaneous / Subscriptions & Memberships	57,995.00	59,830.20	-	59,830.20	(1,835.20)	103%			
100-5610-536-5454	Miscellaneous / Office Supplies	1,600.00	1,202.41	-	1,202.41	397.59	75%			
100-5610-536-5474	Miscellaneous / Recruitment	-	-	-	-	-	0%			
100-5610-526-5330	Professional Services / Legal	420,000.00	209,185.67	-	209,185.67	210,814.33	50%			
100-5610-525-5340	Professional Services / Other Consultants	210,200.00	4,908.20	85,447.76	90,355.96	119,844.04	43%			
100-5610-536-5452	Miscellaneous / Election Expense	15,000.00	337.70	-	337.70	14,662.30	2%	(14,000.00)	1,000.00	
100-5610-537-5505	Programs / Regional Programs	23,600.00	-	-	-	23,600.00	0%	14,000.00	37,600.00	
Subtotal: Non Payroll and Benefits Expenses		854,595.00	301,072.50		301,072.50	468,074.74	45%			
Total Expenses: Administration - 5610		2,333,795.00	892,270.23		892,270.23	1,356,077.01	42%			

West Valley Water District - Fiscal Year 2024-2025 Mid-Year Operating Budget Detail

GL Accounts	FY 2024-25 Adopted Budget	YTD Actual As of 12/18/24	<i>Encumbrances</i>	Actuals and Encumbrances	Budget Remaining	Budget % Used	Mid Year Adjustments	Amended Budget	Justification
General Operations - 5615									
100-5615-510-5133	Benefits / Medicare Part B					0%			
100-5615-510-5124	Benefits / EAP					0%			
100-5615-510-5131	Benefits / Dental-Retired					0%			
100-5615-510-5130	Benefits / Med-Retired					0%			
100-5615-510-5132	Benefits / Vision-Retired					0%			
100-5615-510-5140	Subsidy	-				0%			
	Subtotal: Benefits Expenses	-				0%			
100-5615-510-5108	Expenses / PERS-Pension	736,362.00	721,976.00	-	721,976.00	14,386.00	98%		
100-5615-510-5145	Expense / State Unemployment Ins	15,000.00	-	-	15,000.00	0%			
100-5615-510-5135	Post Employment OPEB	615,000.00	-	-	615,000.00	0%			
100-5615-525-5318	Professional Services / Telephone Answering Svc	8,600.00	2,349.20	-	2,349.20	6,250.80	27%		
100-5615-525-5308	Professional Services / Alarm	35,000.00	32,056.86	26,419.20	58,476.06	(23,476.06)	167%		
100-5615-530-5409	Operating Supplies / Stationery & Office	33,000.00	18,323.14	-	18,323.14	14,676.86	56%		
100-5615-530-5402	Operating Supplies / Gasoline & Oil	152,000.00	41,530.43	111,254.01	152,784.44	(784.44)	101%		
100-5615-530-5408	Operating Supplies / Shop Supplies	45,000.00	23,799.71	-	23,799.71	21,200.29	53%		
100-5615-536-5413	Other Expenses / Furniture & Equipment	7,000.00	462.25	-	462.25	6,537.75	7%		
100-5615-550-5652	Utility Services / Electric	54,000.00	29,861.40	-	29,861.40	24,138.60	55%		
100-5615-550-5654	Utility Services / Trash	14,000.00	5,526.47	-	5,526.47	8,473.53	39%		
100-5615-550-5656	Utility Services / Water	2,500.00	1,037.20	-	1,037.20	1,462.80	41%		
100-5615-550-5653	Utility Services / Gas	3,000.00	79.31	-	79.31	2,920.69	3%		
100-5615-525-5313	Professional Services / Janitorial	74,000.00	24,795.15	33,791.67	58,586.82	15,413.18	79%		
100-5615-540-5610	Repair & Maintenance / Office Equipment	12,500.00	3,888.35	-	3,888.35	8,611.65	31%		
100-5615-540-5603	Repair & Maintenance / Communication Equipment	1,000.00	-	-	1,000.00	0%			
100-5615-540-5617	Repair & Maintenance / Vehicle	126,000.00	41,533.72	77,124.78	118,658.50	7,341.50	94%		
100-5615-528-5380	Leasing / Vehicle	-	-	-	-	0%			

West Valley Water District - Fiscal Year 2024-2025 Mid-Year Operating Budget Detail

GL Accounts		FY 2024-25 Adopted Budget	YTD Actual As of 12/18/24	Encumbrances	Actuals and Encumbrances	Budget Remaining	Budget % Used	Mid Year Adjustments	Amended Budget	Justification
100-5615-536-5303	Miscellaneous / Insurance-Auto / Gen	488,336.00	380,901.00	-	380,901.00	107,435.00	78%			
100-5615-550-5650	Communication Services / Telephone	73,700.00	28,054.62	-	28,054.62	45,645.38	38%			
100-5615-536-5471	Communication Services / Postage & Shipping	8,000.00	601.81	-	601.81	7,398.19	8%			
100-5615-525-5319	Outside Labor / Contractors/Labor & Contractors	-	-	-	-	0%				
100-5615-540-5470	Improvements Projects / Cap Improvement Proj Exp	50,000.00	-	-	-	50,000.00	0%			
100-5615-528-5381	Rentals / Equipment	6,000.00	2,454.91	-	2,454.91	3,545.09	41%			
100-5615-540-5613	Repair & Maintenance / Structures & Improvements	160,000.00	39,131.96	85,959.18	125,091.14	34,908.86	78%			
100-5615-540-5607	Repair & Maintenance / Major Equip & Gen Plant	30,000.00	7,951.28	1,945.00	9,896.28	20,103.72	33%			
100-5615-540-5615	Repair & Maintenance / Tools	-	-	-	-	0%				
100-5615-536-5473	Miscellaneous / Permits & Fees	287,100.00	81,478.08	-	81,478.08	205,621.92	28%			
100-5615-536-5455	Bad Debt Expense / Water Related	50,000.00	-	-	-	50,000.00	0%			
100-6800-614-6080	LITIGATION LOSS / LITIGATION LOSS	-	-	-	-	-	0%			
100-6100-612-6030	Board Approved / Rate Rebate	-	-	-	-	0%				
100-6100-612-6031	Board Approved / Rate Rebate	-	-	-	-	0%				
Subtotal: Non Payroll and Benefits Expenses		3,087,098.00	1,487,792.85		1,487,792.85	1,262,811.31	59%			
Total Expenses: General Operations - 5615		3,087,098.00	1,487,792.85		1,487,792.85	1,262,811.31	59%			

West Valley Water District - Fiscal Year 2024-2025 Mid-Year Operating Budget Detail

GL Accounts		FY 2024-25 Adopted Budget	YTD Actual As of 12/18/24	Encumbrances	Actuals and Encumbrances	Budget Remaining	Budget % Used	Mid Year Adjustments	Amended Budget	Justification
Accounting - 5620										
100-5620-500-5001	Salaries & Wages / Full Time	415,200.00	230,142.45	-	230,142.45	185,057.55	55%			
100-5620-500-5002	Salaries & Wages / Part Time	-	-	-	-	-	0%			
100-5620-500-5003	Salaries & Wages / Overtime	14,500.00	5,758.89	-	5,758.89	8,741.11	40%			
100-5620-500-5020	Salaries & Wages / Bilingual Compensation	2,600.00	1,200.00	-	1,200.00	1,400.00	46%			
	Subtotal: Payroll Expenses	432,300.00	237,101.34		237,101.34	195,198.66	55%			
100-5620-510-5101	Benefits / FICA	32,400.00	14,704.25	-	14,704.25	17,695.75	45%			
100-5620-510-5102	Benefits / Medicare	7,600.00	3,438.92	-	3,438.92	4,161.08	45%			
100-5620-510-5123	Benefits / Disability Insurance	1,800.00	854.89	-	854.89	945.11	47%			
100-5620-510-5125	Benefits / Life Insurance	2,000.00	951.28	-	951.28	1,048.72	48%			
100-5620-510-5121	Benefits / Dental	8,800.00	3,606.90	-	3,606.90	5,193.10	41%			
100-5620-510-5120	Benefits / Hosp / Med Insurance	132,600.00	51,568.85	-	51,568.85	81,031.15	39%			
100-5620-510-5122	Benefits / Vision Care Insurance	1,300.00	628.84	-	628.84	671.16	48%			
100-5620-510-5124	Benefits / EAP	100.00	73.64	-	73.64	26.36	74%			
100-5620-510-5100	Benefits / Deferred Comp-ER Match	9,800.00	3,559.46	-	3,559.46	6,240.54	36%			
100-5620-510-5105	Expenses / PERS-Pension Classic	24,500.00	10,904.81	-	10,904.81	13,595.19	45%			
100-5620-510-5106	PERS-Pension / Employer PEPR-2nd Tier	23,600.00	10,335.82	-	10,335.82	13,264.18	44%			
100-5620-510-5107	PERS-Pension / Classic-Epmc Neg. Benefit	13,700.00	6,096.93	-	6,096.93	7,603.07	45%			
100-5620-510-5109	Expense / PERS - Pension Expense - GASB 68	-	-	-	-	-	0%			
100-5620-510-5103	Expenses / Workers Comp Ins	2,900.00	3,259.35	-	3,259.35	(359.35)	112%			
	Subtotal: Benefits Expenses	261,100.00	109,983.94		109,983.94	151,116.06	42%			
	Subtotal: Payroll and Benefits Expenses	693,400.00	347,085.28		347,085.28	346,314.72	50%			

West Valley Water District - Fiscal Year 2024-2025 Mid-Year Operating Budget Detail

GL Accounts		FY 2024-25 Adopted Budget	YTD Actual As of 12/18/24	Encumbrances	Actuals and Encumbrances	Budget Remaining	Budget % Used	Mid Year Adjustments	Amended Budget	Justification
100-5620-515-5200	Expenses / Training	5,000.00	(625.00)	-	(625.00)	5,625.00	-13%			
100-5620-536-5475	Operating Supplies / Uniforms	1,000.00	-	-	-	1,000.00	0%			
100-5620-515-5202	Miscellaneous / Trans/Meals/Lodging	4,000.00	828.90	-	828.90	3,171.10	21%			
100-5620-530-5403	Operating Supplies / Miscellaneous	500.00	-	-	-	500.00	0%			
100-5620-536-5302	Miscellaneous / Bank Account Analysis	66,000.00	15,575.24	-	15,575.24	50,424.76	24%			
100-5620-515-5201	Miscellaneous / Subscriptions & Memberships	2,730.00	299.00	-	299.00	2,431.00	11%			
100-5620-525-5310	Professional Services / Auditing	52,000.00	14,600.00	31,900.00	46,500.00	5,500.00	89%			
100-5620-525-5312	Professional Services / Fiscal Agent	10,000.00	2,361.10	-	2,361.10	7,638.90	24%			
100-5620-525-5307	Professional Services / Accounting Assistance	-	-	-	-	-	0%			
100-5620-525-5340	Professional Services / Consultants	93,800.00	52,361.99	10,003.75	62,365.74	31,434.26	66%			
100-5620-536-5476	Other Miscellaneous / County Collection Fee	-	-	-	-	-	0%			
Subtotal: Non Payroll and Benefits Expenses		235,030.00	85,401.23		85,401.23	107,725.02	54%			
Total Expenses: Accounting - 5620		928,430.00	432,486.51		432,486.51	454,039.74	51%			

West Valley Water District - Fiscal Year 2024-2025 Mid-Year Operating Budget Detail

GL Accounts		FY 2024-25 Adopted Budget	YTD Actual As of 12/18/24	Encumbrances	Actuals and Encumbrances	Budget Remaining	Budget % Used	Mid Year Adjustments	Amended Budget	Justification
Engineering - 5630										
100-5630-500-5001	Salaries & Wages / Full Time	1,267,000.00	594,189.39	-	594,189.39	672,810.61	47%			
100-5630-500-5002	Salaries & Wages / Part Time	45,600.00	-	-	-	45,600.00	0%			
100-5630-500-5003	Salaries & Wages / Overtime	3,000.00	5.10	-	5.10	2,994.90	0%			
100-5630-500-5004	Salaries & Wages / On Call	-	-	-	-	-	0%			
100-5630-500-5020	Salaries & Wages / Bilingual Compensation	1,300.00	600.00	-	600.00	700.00	46%			
	Subtotal: Payroll Expenses	1,316,900.00	594,794.49		594,794.49	722,105.51	45%			
100-5630-510-5101	Benefits / FICA	70,600.00	35,847.31	-	35,847.31	34,752.69	51%			
100-5630-510-5102	Benefits / Medicare	17,700.00	8,727.80	-	8,727.80	8,972.20	49%			
100-5630-510-5123	Benefits / Disability Insurance	4,700.00	2,376.84	-	2,376.84	2,323.16	51%			
100-5630-510-5125	Benefits / Life Insurance	4,300.00	2,159.94	-	2,159.94	2,140.06	50%			
100-5630-510-5121	Benefits / Dental	15,000.00	7,618.06	-	7,618.06	7,381.94	51%			
100-5630-510-5120	Benefits / Hosp / Med Insurance	245,300.00	114,913.24	-	114,913.24	130,386.76	47%			
100-5630-510-5122	Benefits / Vision Care Insurance	2,600.00	1,291.98	-	1,291.98	1,308.02	50%			
100-5630-510-5124	Benefits / EAP	300.00	151.28	-	151.28	148.72	50%			
100-5630-510-5100	Benefits / Deferred Comp-ER Match	19,500.00	7,500.00	-	7,500.00	12,000.00	38%			
100-5630-510-5105	Expenses / PERS-Pension Classic	65,900.00	29,292.89	-	29,292.89	36,607.11	44%			
100-5630-510-5106	PERS-Pension / Employer PEPPRA-2nd Tier	50,800.00	23,464.25	-	23,464.25	27,335.75	46%			
100-5630-510-5107	PERS-Pension / Classic-Epmc Neg. Benefit	36,900.00	16,377.79	-	16,377.79	20,522.21	44%			
100-5630-510-5109	Expense / PERS - Pension Expense - GASB 68	-	-	-	-	-	0%			
100-5630-510-5103	Expenses / Workers Comp Ins	15,900.00	18,113.47	-	18,113.47	(2,213.47)	114%			
	Subtotal: Benefits Expenses	549,500.00	267,834.85		267,834.85	281,665.15	49%			
	Subtotal: Payroll and Benefits Expenses	1,866,400.00	862,629.34		862,629.34	1,003,770.66	46%			

West Valley Water District - Fiscal Year 2024-2025 Mid-Year Operating Budget Detail

GL Accounts		FY 2024-25 Adopted Budget	YTD Actual As of 12/18/24	<i>Encumbrances</i>	Actuals and Encumbrances	Budget Remaining	Budget % Used	Mid Year Adjustments	Amended Budget	Justification
100-5630-515-5200	Expenses / Training	5,900.00	2,685.83	-	2,685.83	3,214.17	46%	600.00	6,500.00	
100-5630-515-5201	Miscellaneous / Subscriptions & Memberships	12,400.00	10,000.00	-	10,000.00	2,400.00	81%			
100-5630-536-5475	Operating Supplies / Uniforms	4,700.00	1,097.51	-	1,097.51	3,602.49	23%			
100-5630-530-5403	Operating Supplies / Miscellaneous	500.00	498.22	-	498.22	1.78	100%			
100-5630-515-5202	Miscellaneous / Trans/Meals/Lodging	2,400.00	249.76	-	249.76	2,150.24	10%			
100-5630-540-5610	Repair & Maintenance / Office Equipment	2,000.00	377.73	-	377.73	1,622.27	19%	(600.00)	1,400.00	
100-5630-525-5311	Professional Services / Engineering	-				0%				
100-5630-525-5340	Professional Services / Other Consultants	324,000.00	-	315,805.30	315,805.30	8,194.70	97%			
Subtotal: Non Payroll and Benefits Expenses		351,900.00	14,909.05		14,909.05	21,185.65	94%			
Total Expenses: Engineering - 5630		2,218,300.00	877,538.39		877,538.39	1,024,956.31	54%			

West Valley Water District - Fiscal Year 2024-2025 Mid-Year Operating Budget Detail

GL Accounts		FY 2024-25 Adopted Budget	YTD Actual As of 12/18/24	Encumbrances	Actuals and Encumbrances	Budget Remaining	Budget % Used	Mid Year Adjustments	Amended Budget	Justification
Information Technology - 5640										
100-5640-500-5001	Salaries & Wages / Full Time	677,300.00	309,545.20	-	309,545.20	367,754.80	46%			
100-5640-500-5003	Salaries & Wages / Overtime	15,000.00	7,552.65	-	7,552.65	7,447.35	50%			
100-5640-500-5020	Salaries & Wages / Bilingual Compensation	700.00	300.00	-	300.00	400.00	43%			
	Subtotal: Payroll Expenses	693,000.00	317,397.85		317,397.85	375,602.15	46%			
100-5640-510-5101	Benefits / FICA	36,200.00	13,220.07	-	13,220.07	22,979.93	37%			
100-5640-510-5102	Benefits / Medicare	10,300.00	4,615.57	-	4,615.57	5,684.43	45%			
100-5640-510-5123	Benefits / Disability Insurance	2,000.00	985.56	-	985.56	1,014.44	49%			
100-5640-510-5125	Benefits / Life Insurance	2,100.00	1,032.84	-	1,032.84	1,067.16	49%			
100-5640-510-5121	Benefits / Dental	7,300.00	3,617.16	-	3,617.16	3,682.84	50%			
100-5640-510-5120	Benefits / Hosp / Med Insurance	103,300.00	48,735.00	-	48,735.00	54,565.00	47%			
100-5640-510-5122	Benefits / Vision Care Insurance	1,000.00	508.32	-	508.32	491.68	51%			
100-5640-510-5124	Benefits / EAP	100.00	59.52	-	59.52	40.48	60%			
100-5640-510-5100	Benefits / Deferred Comp-ER Match	7,800.00	3,600.00	-	3,600.00	4,200.00	46%			
100-5640-510-5105	Expenses / PERS-Pension Classic	80,700.00	35,722.65	-	35,722.65	44,977.35	44%			
100-5640-510-5106	PERS-Pension / Employer PEPR-2nd Tier	-	-	-	-	-	0%			
100-5640-510-5107	PERS-Pension / Classic-Epmc Neg. Benefit	45,100.00	19,972.77	-	19,972.77	25,127.23	44%			
100-5640-510-5109	Expense / PERS - Pension Expense - GASB 68	550.00	-	-	-	550.00	0%			
100-5640-510-5103	Expenses / Workers Comp Ins	3,700.00	1,576.29	-	1,576.29	2,123.71	43%			
	Subtotal: Benefits Expenses	300,150.00	133,645.75		133,645.75	166,504.25	45%			
	Subtotal: Payroll and Benefits Expenses	993,150.00	451,043.60		451,043.60	542,106.40	45%			
100-5640-515-5200	Expenses / Training	2,400.00	-	-	-	2,400.00	0%			
100-5640-515-5202	Miscellaneous / Trans/Meals/Lodging	300.00	-	-	-	300.00	0%			
100-5640-515-5201	Miscellaneous / Subscriptions & Memberships	1,330.00	-	-	-	1,330.00	0%			
100-5640-530-5410	Miscellaneous / Computer Supplies & Maint	88,600.00	44,080.07	16,064.22	60,144.29	28,455.71	68%			
100-5640-550-5651	Miscellaneous / High Speed Internet Ser	44,000.00	15,419.91	-	15,419.91	28,580.09	35%			

West Valley Water District - Fiscal Year 2024-2025 Mid-Year Operating Budget Detail

GL Accounts		FY 2024-25 Adopted Budget	YTD Actual As of 12/18/24	<i>Encumbrances</i>	Actuals and Encumbrances	Budget Remaining	Budget % Used	Mid Year Adjustments	Amended Budget	Justification
100-5640-525-5316	Professional Services / Programmer Repair & Maintenance / Contracts And	125,000.00	-	4,090.00	4,090.00	120,910.00	3%			
100-5640-540-5604	Licensing	407,336.00	216,388.69	7,133.12	223,521.81	183,814.19	55%			
Subtotal: Non Payroll and Benefits Expenses		668,966.00	275,888.67		275,888.67	365,789.99	45%			
Total Expenses: Information Technology - 5640		1,662,116.00	726,932.27		726,932.27	907,896.39	45%			

West Valley Water District - Fiscal Year 2024-2025 Mid-Year Operating Budget Detail

GL Accounts		FY 2024-25 Adopted Budget	YTD Actual As of 12/18/24	Encumbrances	Actuals and Encumbrances	Budget Remaining	Budget % Used	Mid Year Adjustments	Amended Budget	Justification
GIS - 5645										
100-5645-500-5001	Salaries & Wages / Full Time	177,600.00	58,180.80	-	58,180.80	119,419.20	33%			
100-5645-500-5002	Salaries & Wages / Part Time	42,400.00	-	-	-	42,400.00	0%			
100-5645-500-5003	Salaries & Wages / Overtime	700.00	284.58	-	284.58	415.42	41%			
	Subtotal: Payroll Expenses	220,700.00	58,465.38		58,465.38	162,234.62	26%			
100-5645-510-5101	Benefits / FICA	11,100.00	3,648.27	-	3,648.27	7,451.73	33%			
100-5645-510-5102	Benefits / Medicare	2,600.00	853.24	-	853.24	1,746.76	33%			
100-5645-510-5123	Benefits / Disability Insurance	500.00	243.48	-	243.48	256.52	49%			
100-5645-510-5125	Benefits / Life Insurance	400.00	192.24	-	192.24	207.76	48%			
100-5645-510-5121	Benefits / Dental	2,100.00	1,015.80	-	1,015.80	1,084.20	48%			
100-5645-510-5120	Benefits / Hosp / Med Insurance	32,200.00	15,179.88	-	15,179.88	17,020.12	47%			
100-5645-510-5122	Benefits / Vision Care Insurance	300.00	127.08	-	127.08	172.92	42%			
100-5645-510-5124	Benefits / EAP	-	14.88	-	14.88	(14.88)	100%			
100-5645-510-5100	Benefits / Deferred Comp-ER Match	2,000.00	-	-	-	2,000.00	0%			
100-5645-510-5105	Expenses / PERS-Pension Classic	-	-	-	-	-	0%			
100-5645-510-5106	PERS-Pension / Employer PEPR-2nd Tier	10,400.00	4,578.84	-	4,578.84	5,821.16	44%			
100-5645-510-5107	PERS-Pension / Classic-Epmc Neg. Benefit	-	-	-	-	-	0%			
100-5645-510-5109	Expense / PERS - Pension Expense - GASB 68	-	-	-	-	-	0%			
100-5645-510-5103	Expenses / Workers Comp Ins	1,000.00	321.08	-	321.08	678.92	32%			
	Subtotal: Benefits Expenses	62,600.00	26,174.79		26,174.79	36,425.21	42%			
	Subtotal: Payroll and Benefits Expenses	283,300.00	84,640.17		84,640.17	198,659.83	30%			
100-5645-515-5200	Expenses / Training	8,900.00	453.70	-	453.70	8,446.30	5%			
100-5645-515-5202	Miscellaneous / Trans/Meals/Lodging	1,500.00	-	-	-	1,500.00	0%			
100-5645-530-5410	Miscellaneous / Computer Supplies & Maint	500.00	-	-	-	500.00	0%			
100-5645-525-5316	Professional Services / Programmer	16,000.00	-	-	-	16,000.00	0%			
	Subtotal: Non Payroll and Benefits Expenses	26,900.00	453.70		453.70	26,446.30	2%			
	Total Expenses: GIS - 5645	310,200.00	85,093.87		85,093.87	225,106.13	27%			

West Valley Water District - Fiscal Year 2024-2025 Mid-Year Operating Budget Detail

GL Accounts		FY 2024-25 Adopted Budget	YTD Actual As of 12/18/24	Encumbrances	Actuals and Encumbrances	Budget Remaining	Budget % Used	Mid Year Adjustments	Amended Budget	Justification
Board of Directors - 5650										
100-5650-500-5002	Salaries & Wages / Part Time	128,500.00	48,199.41	-	48,199.41	80,300.59	38%			
	Subtotal: Payroll Expenses	128,500.00	48,199.41		48,199.41	80,300.59	38%			
100-5650-510-5123	Benefits / Disability Insurance	300.00	121.23	-	121.23	178.77	40%			
100-5650-510-5125	Benefits / Life Insurance	3,200.00	1,440.34	-	1,440.34	1,759.66	45%			
100-5650-510-5101	Benefits / FICA	8,000.00	3,111.04	-	3,111.04	4,888.96	39%			
100-5650-510-5102	Benefits / Medicare	1,900.00	727.58	-	727.58	1,172.42	38%			
100-5650-510-5121	Benefits / Dental	8,800.00	3,545.10	-	3,545.10	5,254.90	40%			
100-5650-510-5120	Benefits / Hosp / Med Insurance	120,500.00	46,769.82	-	46,769.82	73,730.18	39%			
100-5650-510-5122	Benefits / Vision Care Insurance	1,300.00	571.86	-	571.86	728.14	44%			
100-5650-510-5105	Expenses / PERS-Pension Classic	-				-	#DIV/0!			
100-5650-510-5103	Expenses / Workers Comp Ins	800.00	284.40	-	284.40	515.60	36%			
	Subtotal: Benefits Expenses	144,800.00	56,571.37		56,571.37	88,228.63	39%			
	Subtotal: Payroll and Benefits Expenses	273,300.00	104,770.78		104,770.78	168,529.22	38%			
100-5650-525-5340	Professional Services / Other Consultants	37,200.00	6,000.00	30,000.00	36,000.00	1,200.00	97%			
100-5650-515-5200	Expenses / Training	12,800.00	-	-	-	12,800.00	0%			
100-5650-530-5403	Operating Supplies / Miscellaneous	1,800.00	1,754.07	-	1,754.07	45.93	97%			
100-5650-515-5202	Miscellaneous / Trans/Meals/Lodging	14,400.00	977.57	-	977.57	13,422.43	7%			
	Subtotal: Non Payroll and Benefits Expenses	66,200.00	8,731.64		8,731.64	27,468.36	59%			
	Total Expenses: Board of Directors - 5650	339,500.00	113,502.42		113,502.42	195,997.58	42%			

West Valley Water District - Fiscal Year 2024-2025 Mid-Year Operating Budget Detail

GL Accounts		FY 2024-25 Adopted Budget	YTD Actual As of 12/18/24	Encumbrances	Actuals and Encumbrances	Budget Remaining	Budget % Used	Mid Year Adjustments	Amended Budget	Justification
Human Resources/Risk Management - 5660										
100-5660-500-5001	Salaries & Wages / Full Time	440,100.00	200,452.60	-	200,452.60	239,647.40	46%			
100-5660-500-5003	Salaries & Wages / Overtime	3,000.00	557.68	-	557.68	2,442.32	19%			
100-5660-500-5020	Salaries & Wages / Bilingual Compensation	2,000.00	900.00	-	900.00	1,100.00	45%			
100-5660-510-5104	Salaries & Wages / Vehicle Allowance	-	-	-	-	-	0%			
	Subtotal: Payroll Expenses	445,100.00	201,910.28		201,910.28	243,189.72	45%			
100-5660-510-5101	Benefits / FICA	25,900.00	10,068.05	-	10,068.05	15,831.95	39%			
100-5660-510-5102	Benefits / Medicare	6,900.00	2,958.15	-	2,958.15	3,941.85	43%			
100-5660-510-5123	Benefits / Disability Insurance	1,600.00	785.54	-	785.54	814.46	49%			
100-5660-510-5125	Benefits / Life Insurance	1,600.00	811.25	-	811.25	788.75	51%			
100-5660-510-5121	Benefits / Dental	4,400.00	2,148.31	-	2,148.31	2,251.69	49%			
100-5660-510-5120	Benefits / Hosp / Med Insurance	69,800.00	32,833.75	-	32,833.75	36,966.25	47%			
100-5660-510-5122	Benefits / Vision Care Insurance	800.00	379.68	-	379.68	420.32	47%			
100-5660-510-5124	Benefits / EAP	100.00	44.46	-	44.46	55.54	44%			
100-5660-510-5100	Benefits / Deferred Comp-ER Match	5,900.00	2,694.46	-	2,694.46	3,205.54	46%			
100-5660-510-5105	Expenses / PERS-Pension Classic	40,700.00	18,004.74	-	18,004.74	22,695.26	44%			
100-5660-510-5106	PERS-Pension / Employer PEPR-2nd Tier	9,200.00	3,846.59	-	3,846.59	5,353.41	42%			
100-5660-510-5107	PERS-Pension / Classic-Epmc Neg. Benefit	22,800.00	10,066.58	-	10,066.58	12,733.42	44%			
100-5660-510-5109	Expense / PERS - Pension Expense - GASB 68	-	-	-	-	-	0%			
100-5660-510-5103	Expenses / Workers Comp Ins	2,500.00	1,045.86	-	1,045.86	1,454.14	42%			
	Subtotal: Benefits Expenses	192,200.00	85,687.42		85,687.42	106,512.58	45%			
	Subtotal: Payroll and Benefits Expenses	637,300.00	287,597.70		287,597.70	349,702.30	45%			

West Valley Water District - Fiscal Year 2024-2025 Mid-Year Operating Budget Detail

GL Accounts		FY 2024-25 Adopted Budget	YTD Actual As of 12/18/24	Encumbrances	Actuals and Encumbrances	Budget Remaining	Budget % Used	Mid Year Adjustments	Amended Budget	Justification
100-5660-515-5200	Expenses / Training	58,780.00	6,835.00	-	6,835.00	51,945.00	12%			
100-5660-515-5202	Miscellaneous / Trans/Meals/Lodging	4,900.00	1,529.15	-	1,529.15	3,370.85	31%	400.00	5,300.00	
100-5660-530-5406	Operating Supplies / Recognition Supply	40,200.00	12,325.52	45.00	12,370.52	27,829.48	31%			
100-5660-530-5405	Operating Supplies / Safety	11,150.00	7,330.58	1,527.46	8,858.04	2,291.96	79%			
100-5660-530-5403	Operating Supplies / Miscellaneous	8,200.00	6,192.03	-	6,192.03	2,007.97	76%			

West Valley Water District - Fiscal Year 2024-2025 Mid-Year Operating Budget Detail

GL Accounts		FY 2024-25 Adopted Budget	YTD Actual As of 12/18/24	Encumbrances	Actuals and Encumbrances	Budget Remaining	Budget % Used	Mid Year Adjustments	Amended Budget	Justification
100-5660-515-5201	Miscellaneous / Subscription & Memberships	14,200.00	8,341.17	-	8,341.17	5,858.83	59%			
100-5660-536-5474	Miscellaneous / Recruitment	16,500.00	15,399.53	18,750.00	34,149.53	(17,649.53)	207%	18,000.00	34,500.00	
100-5660-536-5453	Miscellaneous / Employee Wellness Program	18,500.00	227.96	-	227.96	18,272.04	1%			
100-5660-526-5330	Professional Services / Legal	-	-	-	-	-	0%			
100-5660-525-5340	Professional Services / Other Consultants	140,000.00	5,032.50	52,090.00	57,122.50	82,877.50	41%	(18,400.00)	121,600.00	
Subtotal: Non Payroll and Benefits Expenses		312,430.00	63,213.44		63,213.44	176,804.10	43%			
Total Expenses: Human Resources/Risk Mgmt										
	5660	949,730.00	350,811.14		350,811.14	526,506.40	45%			

West Valley Water District - Fiscal Year 2024-2025 Mid-Year Operating Budget Detail

GL Accounts		FY 2024-25 Adopted Budget	YTD Actual As of 12/18/24	Encumbrances	Actuals and Encumbrances	Budget Remaining	Budget % Used	Mid Year Adjustments	Amended Budget	Justification
Purchasing - 5680										
100-5680-500-5001	Salaries & Wages / Full Time	474,200.00	188,232.74	-	188,232.74	285,967.26	40%			
100-5680-500-5003	Salaries & Wages / Overtime	3,000.00	15,170.78	-	15,170.78	(12,170.78)	506%			
100-5680-500-5021	Salaries & Wages / Class A Drivers License	700.00	-	-	-	700.00	0%			
100-5680-500-5020	Salaries & Wages / Bilingual Compensation	700.00	437.50	-	437.50	262.50	63%			
	Subtotal: Payroll Expenses	478,600.00	203,841.02		203,841.02	274,758.98	43%			
100-5680-510-5101	Benefits / FICA	30,600.00	12,681.26	-	12,681.26	17,918.74	41%			
100-5680-510-5102	Benefits / Medicare	7,200.00	2,965.75	-	2,965.75	4,234.25	41%			
100-5680-510-5123	Benefits / Disability Insurance	1,700.00	726.74	-	726.74	973.26	43%			
100-5680-510-5125	Benefits / Life Insurance	2,000.00	846.20	-	846.20	1,153.80	42%			
100-5680-510-5121	Benefits / Dental	9,400.00	3,547.15	-	3,547.15	5,852.85	38%			
100-5680-510-5120	Benefits / Hosp / Med Insurance	129,500.00	49,408.67	-	49,408.67	80,091.33	38%			
100-5680-510-5122	Benefits / Vision Care Insurance	1,300.00	569.25	-	569.25	730.75	44%			
100-5680-510-5124	Benefits / EAP	100.00	66.65	-	66.65	33.35	67%			
100-5680-510-5100	Benefits / Deferred Comp-ER Match	9,800.00	1,537.10	-	1,537.10	8,262.90	16%			
100-5680-510-5105	Expenses / PERS-Pension Classic	10,900.00	6,587.83	-	6,587.83	4,312.17	60%			
100-5680-510-5106	PERS-Pension / Employer PEPR-2nd Tier	30,100.00	10,332.01	-	10,332.01	19,767.99	34%			
100-5680-510-5107	PERS-Pension / Classic-Epmc Neg. Benefit	6,100.00	3,683.27	-	3,683.27	2,416.73	60%			
100-5680-510-5109	Expense / PERS - Pension Expense - GASB 68	300.00	-	-	-	300.00	0%			
100-5680-510-5103	Expenses / Workers Comp Ins	6,200.00	2,525.17	-	2,525.17	3,674.83	41%			
	Subtotal: Benefits Expenses	245,200.00	95,477.05		95,477.05	149,722.95	39%			
	Subtotal: Payroll and Benefits Expenses	723,800.00	299,318.07		299,318.07	424,481.93	41%			
100-5680-515-5200	Expenses / Training	2,500.00	599.00	-	599.00	1,901.00	24%			
100-5680-536-5475	Operating Supplies / Uniforms	2,400.00	2,155.42	-	2,155.42	244.58	90%			
100-5680-515-5202	Miscellaneous / Trans/Meals/Lodging	3,000.00	-	-	-	3,000.00	0%			
100-5680-530-5403	Operating Supplies / Miscellaneous	1,000.00	-	-	-	1,000.00	0%			
100-5680-515-5201	Miscellaneous / Subscriptions & Memberships	1,600.00	-	-	-	1,600.00	0%			
	Subtotal: Non Payroll and Benefits Expenses	10,500.00	2,754.42		2,754.42	7,745.58	26%			
	Total Expenses: Purchasing - 5680	734,300.00	302,072.49		302,072.49	432,227.51	41%			

West Valley Water District - Fiscal Year 2024-2025 Mid-Year Operating Budget Detail

GL Accounts		FY 2024-25 Adopted Budget	YTD Actual As of 12/18/24	Encumbrances	Actuals and Encumbrances	Budget Remaining	Budget % Used	Mid Year Adjustments	Amended Budget	Justification
Government / Public Affairs - 5710										
100-5710-500-5001	Salaries & Wages / Full Time	477,100.00	191,970.41	-	191,970.41	285,129.59	40%			
100-5710-500-5002	Salaries & Wages / Part Time	42,400.00	-	-	-	42,400.00	0%			
100-5710-500-5003	Salaries & Wages / Overtime	19,000.00	8,620.14	-	8,620.14	10,379.86	45%			
100-5710-500-5020	Salaries & Wages / Bilingual Compensation	2,000.00	600.00	-	600.00	1,400.00	30%			
	Subtotal: Payroll Expenses	540,500.00	201,190.55		201,190.55	339,309.45	37%			
100-5710-510-5101	Benefits / FICA	30,900.00	12,603.68	-	12,603.68	18,296.32	41%			
100-5710-510-5102	Benefits / Medicare	7,200.00	2,947.59	-	2,947.59	4,252.41	41%			
100-5710-510-5123	Benefits / Disability Insurance	1,500.00	771.91	-	771.91	728.09	51%			
100-5710-510-5125	Benefits / Life Insurance	1,600.00	873.41	-	873.41	726.59	55%			
100-5710-510-5121	Benefits / Dental	6,400.00	1,764.24	-	1,764.24	4,635.76	28%			
100-5710-510-5120	Benefits / Hosp / Med Insurance	102,900.00	28,027.73	-	28,027.73	74,872.27	27%			
100-5710-510-5122	Benefits / Vision Care Insurance	1,000.00	507.15	-	507.15	492.85	51%			
100-5710-510-5124	Benefits / EAP	100.00	59.38	-	59.38	40.62	59%			
100-5710-510-5100	Benefits / Deferred Comp-ER Match	7,800.00	1,625.48	-	1,625.48	6,174.52	21%			
100-5710-510-5105	Expenses / PERS-Pension Classic	9,700.00	158.29	-	158.29	9,541.71	2%			
100-5710-510-5106	PERS-Pension / Employer PEPR-2nd Tier	27,500.00	14,903.49	-	14,903.49	12,596.51	54%			
100-5710-510-5107	PERS-Pension / Classic-Epmc Neg. Benefit	5,400.00	88.51	-	88.51	5,311.49	2%			
100-5710-510-5103	Expenses / Workers Comp Ins	2,700.00	3,033.49	-	3,033.49	(333.49)	112%			
100-5710-510-5109	Expense / PERS - Pension Expense - GASB 68	-	-	-	-	-	0%			
	Subtotal: Benefits Expenses	204,700.00	67,364.35		67,364.35	137,335.65	33%			
	Subtotal: Payroll and Benefits Expenses	745,200.00	268,554.90		268,554.90	476,645.10	36%			
100-5710-515-5200	Expenses / Training	13,945.00	775.00	-	775.00	13,170.00	6%			
100-5710-536-5475	Operating Supplies / Uniforms	1,000.00	-	-	-	1,000.00	0%			

West Valley Water District - Fiscal Year 2024-2025 Mid-Year Operating Budget Detail

GL Accounts		FY 2024-25 Adopted Budget	YTD Actual As of 12/18/24	Encumbrances	Actuals and Encumbrances	Budget Remaining	Budget % Used	Mid Year Adjustments	Amended Budget	Justification
100-5710-536-5471	Postage & Shipping	25,000.00	-	-	-	25,000.00	0%			
100-5710-536-5411	Miscellaneous / Printing	50,000.00	12,477.60	7,127.09	19,604.69	30,395.31	39%			
100-5710-515-5202	Miscellaneous / Trans/Meals/Lodging	20,000.00	2,085.79	-	2,085.79	17,914.21	10%			
100-5710-515-5201	Miscellaneous / Subscriptions & Memberships	18,340.00	5,420.99	-	5,420.99	12,919.01	30%			
100-5710-525-5340	Professional Services / Other Consultants Outside Labor / Contractors/Labor &	448,500.00	98,056.72	278,813.90	376,870.62	71,629.38	84%			
100-5710-525-5319	Contractors	-					0%			

West Valley Water District - Fiscal Year 2024-2025 Mid-Year Operating Budget Detail

GL Accounts		FY 2024-25 Adopted Budget	YTD Actual As of 12/18/24	Encumbrances	Actuals and Encumbrances	Budget Remaining	Budget % Used	Mid Year Adjustments	Amended Budget	Justification
100-5710-537-5506	Sponsorships	47,500.00	15,601.37	15,000.00	30,601.37	16,898.63	64%			
100-5710-537-5502	Outreach Programs	134,500.00	38,803.08	3,408.26	42,211.34	92,288.66	31%			
100-5710-530-5403	Materials & Supplies / Miscellaneous	2,500.00	2,472.09	-	2,472.09	27.91	99%			
Subtotal: Non Payroll and Benefits Expenses		761,285.00	175,692.64		175,692.64	281,243.11	63%			
Total Expenses: Public Affairs - 5710		1,506,485.00	444,247.54		444,247.54	757,888.21	50%			
Grants & Rebates - 5720										
100-5720-525-5340	Professional Services / Other Consultants	-	-	27,745.00			0%			
100-5720-537-5503	Programs / Rebate	325,000.00	19,042.81	-	19,042.81	305,957.19	6%			
100-5720-537-5472	Programs / Grants	-	-				0%			
Subtotal: Non Payroll and Benefits Expenses		325,000.00	19,042.81		19,042.81	305,957.19	6%			
Total Expenses: Grants & Rebates - 5720		325,000.00	19,042.81		19,042.81	305,957.19	6%			
Total Operating Expenses		34,237,054.00	12,747,924.57			19,298,128.59	0.44			
Operating Surplus(Deficit) Before Depreciation/Amortization		(1,180,438.00)	5,888,319.83		5,888,319.83	(4,877,756.99)	599%			

West Valley Water District - Fiscal Year 2024-2025 Mid-Year Operating Budget Detail

GL Accounts	FY 2024-25 Adopted Budget	YTD Actual As of 12/18/24	Encumbrances	Actuals and Encumbrances	Budget Remaining	Budget % Used	Mid Year Adjustments	Amended Budget	Justification
Non-Operating Revenues									
Property Taxes									
100-4030-420-4201									
100-4030-420-4200									
100-4030-420-4215	1,300,000.00	-	-	-	1,300,000.00	0%			
100-4030-420-4202	13,000.00	-	-	-	13,000.00	0%			
100-4030-420-4208	2,200,000.00	385,134.27	-	385,134.27	1,814,865.73	18%			
100-4030-420-4209	89,000.00	91,510.59	-	91,510.59	(2,510.59)	103%			
100-4030-420-4206	28.00	0.43	-	0.43	27.57	2%			
100-4030-420-4207	2.00	0.37	-	0.37	1.63	19%			
100-4030-420-4204	28,000.00	8,629.50	-	8,629.50	19,370.50	31%			
100-4030-420-4210	47,000.00	105.90	-	105.90	46,894.10	0%			
100-4030-420-4205	-	-	-	-	-	0%			
100-4030-420-4450	-	-	-	-	-	0%			
100-4030-420-4211	-	-	-	-	-	0%			
	Subtotal: Property Taxes	3,677,030.00	485,381.06	485,381.06	3,191,648.94	13%			
Grants and Reimbursements									
100-4060-425-4250	1,484,757.00	-	-	-	1,484,757.00	0%			
100-4060-425-4251	70,000.00	124,810.34	-	124,810.34	(54,810.34)	178%			
	Subtotal: Grants and Reimbursements	1,554,757.00	124,810.34	124,810.34	1,429,946.66	8%			
Interest and Investment Earnings									
100-4040-426-4300	4,200,000.00	841,083.65	-	841,083.65	3,358,916.35	20%			
100-4040-426-4301	-	1,235,533.54	-	1,235,533.54	(1,235,533.54)	100%			
	Subtotal: Interest and Investment Earnings	4,200,000.00	2,076,617.19	2,076,617.19	2,123,382.81	49%			
Rental Income - Cellular Anntenas									
100-4050-427-4350	41,000.00	20,273.04	-	20,273.04	20,726.96	49%			
	Subtotal: Rental Income - Cellular Anntenas	41,000.00	20,273.04	20,273.04	20,726.96	49%			
Other Non-Operating Revenues									
100-4080-435-4453	-	-	-	-	-	0%			
100-4080-435-4454	-	-	-	-	-	0%			
100-4080-435-4452	30,000.00	1,018.34	-	1,018.34	28,981.66	3%			
100-4080-435-4451	2,000.00	2,000.00	-	2,000.00	-	100%			
	Subtotal: Other Non-Operating Revenues	32,000.00	3,018.34	3,018.34	28,981.66	9%			
Gain On Sale/Disposition Of Capital Assets									
100-4070-430-4400	-	-	-	-	-	0%			
	Subtotal: Gain On Sale/Disposition Of Capital Assets	-	-	-	-	0%			
	Total Non-Operating Revenues	9,504,787.00	2,710,099.97	2,710,099.97	6,794,687.03	29%			

West Valley Water District - Fiscal Year 2024-2025 Mid-Year Operating Budget Detail

GL Accounts	FY 2024-25 Adopted Budget	YTD Actual As of 12/18/24	Encumbrances	Actuals and Encumbrances	Budget Remaining	Budget % Used	Mid Year Adjustments	Amended Budget	Justification
Non-Operating Expenses									
Loss On Sale/Disposition Of Capital Assets									
100-6800-609-6041	Miscellaneous / Loss-Asset Sale / Retrmt	-	-	-	-	0%			
100-6800-615-6040	Miscellaneous / Impairment Loss	-	-	-	-	0%			
Subtotal: Loss On Sale/Disposition Of Capital Assets		-			-	0%			
Interest Expense - Long-Term Debt									
100-6200-610-6010	Long Term Debt / Interest	829,000.00	357,951.50	-	357,951.50	43%			
100-6200-610-6009	Long Term Debt / Interest Hydro Station	83,000.00	(44,236.52)	-	(44,236.52)	-53%			
100-6200-610-6011	Miscellaneous / Premium Amortization Bond	-	-	-	-	0%			
100-6300-613-6051	Amort-Bond Issue Costs	6,615.00	-	-	6,615.00	0%			
Subtotal: Interest Expense - Long-Term Debt		918,615.00	313,714.98		313,714.98	34%			
Total Non-Operating Expenses		918,615.00	313,714.98		313,714.98	34%			
Non-Operating Surplus(Deficit)		8,586,172.00	2,396,384.99		2,396,384.99	72%			

OPERATING BUDGET SUMMARY

Grand Total Revenues	42,561,403	21,346,344	21,346,344	21,215,059	50%
Grand Total Expenses	35,155,669	13,061,640	13,061,640	19,903,029	63%
Debt Service (BLF, HydroPlant, Bond Pmt)	2,039,629	2,039,629	2,039,629	2,039,629	0%
Net Surplus(Deficit)	5,366,105	6,245,075	6,245,075	(727,599)	-16%

DEBT SERVICE

Debt Covenance Ratio Calculation:

Debt Service

Net Revenue	8,324,349
Series 2016A Bond Debt Service	1,304,000

Debt Covenance Ratio (Minimum 1.20) 6.38

Calculation: Net Revenue ÷ Total Debt Service

Exhibit D

Revenue Trending Comparison - Water Consumption Sales and Service Charges

Account Number	Account Name	Period Month	1 Jul	2 Aug	3 Sep	4 Oct	5 Nov	6 Dec	Mid-Year Totals	7 Jan	8 Feb	9 Mar	10 Apr	11 May	12 Jun	Year-End Total
FY 2023																
100-4000-400-4001	Water Domestic / Tier 1		448,615.68	535,527.73	366,557.30	442,996.12	547,898.62	325,217.63	2,666,813.08	402,411.12	352,190.68	394,042.94	364,220.17	503,847.21	359,177.10	5,042,702.30
100-4000-400-4002	Water Domestic / Tier 2		714,518.80	827,528.32	658,730.02	629,355.86	510,898.94	310,649.48	3,651,681.42	314,854.66	246,741.66	281,650.32	197,300.84	458,956.64	494,190.24	5,645,375.78
100-4000-400-4003	Water Domestic / Tier 3		541,864.62	764,418.30	708,349.40	601,086.61	473,761.88	353,172.01	3,442,652.82	288,301.95	227,840.01	255,045.91	193,275.96	471,852.17	494,966.57	5,373,935.39
100-4000-400-4005	Revenue / Water Domestic		-	-	-	-	4,453.17	15,074.74	19,527.91	38,260.20	51,480.68	73,819.81	91,478.06	101,931.46	72,293.90	448,792.02
100-4000-400-4006	Revenue / Water-Pressure Irr		2,187.08	2,647.18	3,147.94	2,001.97	1,549.36	-	11,533.53	-	-	-	-	-	-	11,533.53
100-4000-400-4007	Revenue / Water-Hydrant		63,155.73	61,050.79	53,915.99	50,989.98	50,857.72	18,308.82	298,279.03	9,450.18	12,651.84	5,103.24	16,455.12	14,512.08	20,905.00	377,356.49
100-4000-400-4008	Revenue / Water-Unauth Use Fir Ser		9,116.00	11,591.00	9,469.50	8,319.50	12,562.00	13,082.04	64,140.04	19,509.20	9,998.00	20,468.06	19,730.00	16,019.13	14,343.06	164,207.49
100-4000-400-4009	Revenue / Wholesale Water Sales		4,753.44	-	32,658.00	16,650.00	17,220.00	17,796.25	89,077.69	26,194.25	33,792.25	26,926.50	31,436.00	30,442.75	683.43	238,552.87
100-4010-401-4050	Revenue / Domestic Mo Ser Chg		644,749.28	789,938.05	503,039.68	647,419.69	872,363.51	486,673.37	3,944,183.58	652,214.00	596,673.52	654,885.54	658,272.08	810,070.33	511,851.30	7,828,150.35
100-4010-401-4051	Revenue / Fire Service Mo Ser Chg		30,623.97	32,075.68	29,409.76	30,921.90	33,076.97	30,022.49	186,130.77	31,701.16	31,136.91	31,907.73	32,011.73	33,766.29	30,982.33	377,636.92
100-4010-401-4052	Revenue / Hydrants Mo Ser Chg		5,692.49	5,977.64	5,989.56	6,213.01	7,360.44	7,564.33	38,797.47	10,001.75	7,963.82	9,344.80	9,414.64	10,575.62	9,078.69	95,176.79
100-4020-405-4054	Revenue / Backflowdevice Mo Ser Chg		3,987.75	4,373.89	3,620.16	3,991.63	4,462.67	3,679.50	24,115.60	4,070.16	3,979.59	4,087.25	4,129.54	4,543.52	3,712.64	48,638.30
	Grand Total		2,469,264.84	3,035,128.58	2,374,887.31	2,439,946.27	2,536,465.28	1,581,240.66	14,436,932.94	1,796,968.63	1,574,448.96	1,757,282.10	1,617,724.14	2,456,517.20	2,012,184.26	25,652,058.23
FY 2024																
100-4000-400-4001	Water Domestic / Tier 1		452,685.25	589,885.96	317,003.58	486,206.09	485,365.37	380,609.04	2,711,755.29	475,688.67	317,352.90	372,255.11	415,021.92	477,054.33	402,842.00	5,171,970.22
100-4000-400-4002	Water Domestic / Tier 2		677,247.28	864,208.76	519,034.10	647,795.66	530,083.26	393,497.10	3,631,866.16	450,900.36	228,728.14	213,918.44	251,861.54	427,504.74	547,386.18	5,752,165.56
100-4000-400-4003	Water Domestic / Tier 3		582,596.66	743,451.48	609,848.96	595,217.87	516,572.82	455,467.35	3,503,155.14	429,840.32	238,857.30	195,073.93	267,567.74	430,510.52	520,867.27	5,585,872.22
100-4000-400-4005	Revenue / Water Domestic		77,036.55	82,561.15	53,299.46	63,165.18	51,594.69	36,435.74	364,092.77	27,573.83	13,106.64	8,930.93	4,879.74	984.97	-	419,568.88
100-4000-400-4006	Revenue / Water-Pressure Irr		-	-	-	-	-	-	-	-	-	-	-	-	-	-
100-4000-400-4007	Revenue / Water-Hydrant		20,962.20	13,578.20	25,262.28	55,975.56	60,789.28	47,528.96	224,096.48	33,169.68	21,102.96	5,252.28	18,447.84	22,437.80	41,671.24	366,178.28
100-4000-400-4008	Revenue / Water-Unauth Use Fir Ser		13,874.50	38,450.00	14,338.50	21,930.00	28,789.00	19,791.00	137,173.00	28,288.50	15,463.50	18,696.00	25,021.50	17,567.50	16,626.00	258,836.00
100-4000-400-4009	Revenue / Wholesale Water Sales		28,716.24	33,508.25	45,133.59	20,949.03	-	-	128,307.11	-	-	-	6,977.96	26,147.37	31,574.37	193,006.81
100-4010-401-4050	Revenue / Domestic Mo Ser Chg		661,232.28	898,529.89	438,526.15	731,664.01	777,281.84	574,610.86	4,081,845.03	787,046.55	518,353.67	686,774.64	746,644.09	805,263.82	581,309.96	8,207,237.76
100-4010-401-4051	Revenue / Fire Service Mo Ser Chg		33,034.09	35,318.49	30,598.67	33,497.87	34,734.57	31,439.07	198,622.76	34,873.70	31,009.73	32,988.44	33,495.77	34,737.39	31,416.58	397,144.37
100-4010-401-4052	Revenue / Hydrants Mo Ser Chg		7,945.04	9,592.84	9,030.91	7,670.92	6,803.03	6,712.97	47,755.71	7,076.44	6,747.99	6,587.50	7,372.45	6,197.03	5,473.73	87,210.85
100-4020-405-4054	Revenue / Backflowdevice Mo Ser Chg		4,145.51	4,681.91	3,675.44	4,295.59	4,568.72	3,896.11	25,263.28	4,748.30	3,915.30	5,060.52	5,362.03	5,686.13	4,831.49	54,867.05
	Grand Total		2,559,475.60	3,313,766.93	2,065,751.64	2,668,367.78	2,496,582.58	1,949,988.20	15,053,932.73	2,279,206.35	1,394,638.13	1,545,537.79	1,782,652.58	2,254,091.60	2,183,998.82	26,494,058.00
	Change Compare to Last Year		4%	9%	-13%	9%	-2%	23%	4%	27%	-11%	-12%	10%	-8%	9%	3%
FY 2025																
100-4000-400-4001	Water Domestic / Tier 1		466,328.94	432,443.25	467,489.64	606,084.84	358,982.41	500,240.69	2,831,569.77	320,187.23	-	-	-	-	-	3,151,757.00
100-4000-400-4002	Water Domestic / Tier 2		767,742.92	787,552.86	758,674.04	796,758.46	509,232.24	383,933.48	4,003,894.00	455,505.04	-	-	-	-	-	4,459,399.04
100-4000-400-4003	Water Domestic / Tier 3		706,186.25	782,075.42	690,414.33	728,349.96	551,062.69	364,572.14	3,822,660.79	500,941.72	-	-	-	-	-	4,323,602.51
100-4000-400-4005	Revenue / Water Domestic		-	-	-	-	-	-	-	-	-	-	-	-	-	-
100-4000-400-4006	Revenue / Water-Pressure Irr		-	-	-	-	-	-	-	-	-	-	-	-	-	-
100-4000-400-4007	Revenue / Water-Hydrant		43,260.72	52,773.38	46,199.12	29,858.36	34,400.44	19,259.28	225,751.30	49,021.84	-	-	-	-	-	274,773.14
100-4000-400-4008	Revenue / Water-Unauth Use Fir Ser		20,702.50	25,843.50	23,939.50	40,584.00	32,815.00	20,710.50	164,595.00	36,111.50	-	-	-	-	-	200,706.50
100-4000-400-4009	Revenue / Wholesale Water Sales		25,360.87	27,874.65	23,497.24	23,130.85	25,272.72	-	125,136.33	-	-	-	-	-	-	125,136.33
100-4010-401-4050	Revenue / Domestic Mo Ser Chg		697,895.58	640,962.89	700,873.84	959,081.66	506,613.09	904,476.87	4,409,903.93	452,387.53	-	-	-	-	-	4,862,291.46
100-4010-401-4051	Revenue / Fire Service Mo Ser Chg		33,391.77	32,684.90	33,163.40	35,549.67	31,232.48	35,345.19	201,367.41	30,803.15	-	-	-	-	-	232,170.56
100-4010-401-4052	Revenue / Hydrants Mo Ser Chg		5,894.66	5,649.94	5,992.76	7,413.49	5,929.58	6,749.08	37,629.51	6,820.27	-	-	-	-	-	44,449.78
100-4020-405-4054	Revenue / Backflowdevice Mo Ser Chg		5,295.48	5,195.19	5,305.59	5,952.76	4,764.38	5,855.14	32,368.54	4,679.84	-	-	-	-	-	37,048.38
	Grand Total		2,772,059.69	2,793,055.98	2,755,549.46	3,232,764.05	2,060,305.03	2,241,142.37	15,854,876.58	1,856,458.12	-	-	-	-	-	17,711,334.70
	Change Compare to Last Year		8%	-16%	33%	21%	-17%	15%	5%	-19%						

Exhibit E

**Capital Improvement Plan
Fiscal Year 2024-25 Mid-Year Budget**

Project Number	Funding Source	CIP Project Description	Current Budget	Mid-Year Adjustments	Amended Budget	1/15/2025 YTD Activity & Encumb	Remaining Balance	% Activity	Status/Comments
REPLACEMENT / REHABILITATION OF SYSTEM ASSETS									
WELLS AND PUMPING EQUIPMENT REHABILITATION									
W25001	RR	Well 1A	200,000	(5,980)	-	(60,000)	134,020	N/A	Transfer \$60k to fleet & \$5,980 to W25034
W24025	RR	Well 42	270,000	(2,371)	-	248,219	19,410	100%	Completed
W25034	RR	Well 11	178,600	5,980	-	184,580	-	100%	Transfer from W25001 of \$5,980. Completed.
RESERVOIRS REHABILITATION									
W23001	RR	Reservoir R2-3 Re-coating and Modifications	2,025,000	-	-	4,721	2,020,279	0%	Developer driven construction to FY25-26
W24000	RR	Reservoir 5-2	143,000	-	-	293	142,707	0%	
WATER MAIN REPLACEMENT									
W17012-3B	RR	Bloomington Alley Way Main Replacement Phase 3, 4 and 5 & Zone 2 24" Transmission Main	1,700,000	-	-	1,000,000	700,000	59%	
W17012-3B	GF	Bloomington Alley Way Main Replacement Phase 3, 4 and 5 & Zone 2 24" Transmission Main	1,000,000	-	-	780,082	219,918	78%	
W17012-3C	GF	Bloomington Alley Way Main Replacement Phase 3, 4 and 5 & Zone 2 24" Transmission Main	1,520,000	-	-	-	1,520,000	0%	Pending funding from Supervisor Joe Baca Jr. reimbursement program
W17012-3C	RR	Bloomington Alley Way Main Replacement Phase 3, 4 and 5 & Zone 2 24" Transmission Main	1,000,000	-	-	-	1,000,000	0%	Partial budget amount
W19055	RA	I-10 Cedar Avenue Interchange improvement project	2,371,399	-	-	237,269	2,134,130	10%	
W25004	RR	As-Needed Pipeline Replacement Program	200,000	-	-	-	200,000	0%	
SYSTEM APPURTENANCES REHABILITATION & REPLACEMENT									
W25005	RR	Annual R/R - Meters and MXU's (QTY 714) FY2025	150,000	-	-	-	150,000	0%	
W25006	RR	Annual R/R - Meter Vault Lid Retro Fits (QTY 4) FY2025	30,000	-	-	-	30,000	0%	
FACILITIES AND PLANTS REHABILITATION & REPLACEMENT									
W22006	RR	Facilities Master Plan	200,000	-	-	145,258	54,742	73%	
W23005	RR	Water Conservation Garden at Headquarters	25,000	-	-	-	25,000	0%	
W23018	RR	Minor Building renovation	58,000	2,371	-	60,371	-	100%	Transfer from W24025 of \$2,371. Completed.
W25007	RR	Facilities Improvements	200,000	-	-	30,591	169,409	15%	Upgraded electrical system Building C
W24003	RR	Material Yard - South Distict Service Area - South Shop	65,000	-	-	50,326	14,674	77%	Completed
W24004	RR	Rehabiliate 2 Roemer pumps effluent/influent	22,000	-	-	21,873	127	99%	Completed
W24005	RR	Roemer Filter # 2 rehabilitation & Media Replacement	731,730	-	-	623,721	108,009	85%	Completed
W24006	RR	Roemer Filter # 3 rehabilitation & Media Replacement	704,430	-	-	575,139	129,291	82%	Completed
W24007	RR	Wrought iron security fence at Zone 6 reservoir complex	200,000	-	-	24,875	175,125	12%	
W24008	RR	Alder Ave. Road Improvements	800,000	(500,000)	-	136,094	663,906	17%	Transfer to W21007
W24020	RR	Booster Station 3A-1	60,000	-	-	57,086	2,914	95%	Completed
W24021	RR	Booster Station 4-1 (will be replaced by new pump station)	50,000	-	-	18,487	31,513	37%	Completed
W24022	RR	Booster Station 5-2	50,000	-	-	6,072	43,928	12%	Completed
W24023	RR	Flocculaters Assembly (QTY 18)	33,500	-	-	33,418	82	100%	Completed
W25008	RR	Wrought iron security fence at Well 30	160,000	-	-	-	160,000	0%	
W25009	RR	New Arsenic Online Analyzer	66,000	-	-	61,103	4,897	93%	Completed
W25010	RR	Chlorine Building Replacement - 2 Prefabricated Concrete Buildings (Wells 2,30,8,41)	150,000	-	-	-	150,000	0%	
W25011	RR	Roemer Filter #5 Rehab	650,000	-	-	-	650,000	0%	
W25012	RR	Chain Of Flight (QTY 3)	40,000	-	-	-	40,000	0%	
W25013	RR	Replace 24-inch Roemer Valve	30,000	-	-	-	30,000	0%	
W25014	RR	Roemer Booster Pumps Rehab (QTY 9) EFFLUENT	80,000	-	-	30,642	49,358	38%	
W25031	RR	Butterfly Valves for Roemer Treatment Plant	55,000	-	-	51,071	3,929	93%	Completed
SUBTOTAL FOR REPLACEMENT / REHABILITATION OF SYSTEM ASSETS			15,218,659	(500,000)	-	4,321,292	10,777,367	28%	
NEW SYSTEM ASSETS									
SOURCE OF SUPPLY									

**Capital Improvement Plan
Fiscal Year 2024-25 Mid-Year Budget**

Project Number	Funding Source	CIP Project Description	Current Budget	Mid-Year Adjustments	Amended Budget	1/15/2025	Remaining Balance	% Activity	Status/Comments
						YTD Activity & Encumb			
W19041	SRF	OPR WFF - 7.2 mgd Treatment Plant Expansion	46,665,000	-	-	41,042,629	5,622,371	88%	Budget Remaining for Roemer Expansion is \$11.2 million
W19041	CC	OPR WFF - 7.2 mgd Treatment Plant Expansion	30,064,029	-	-	24,460,591	5,603,438	N/A	Budget Remaining for Roemer Expansion is \$11.2 million
W20001	CC	Property Investigation for Bunker Hill Wells and Pump Station	250,001	-	-	61,965	188,036	25%	
W22009	CC	Construct new IEUA area well	1,650,000	(200,000)	-	365,900	1,284,100	22%	Transfer to W21007
W25033	CC	Construct new well - Well 40 North Riverside	50,000	-	-	-	50,000	0%	
PUMPS AND BOOSTER PLANTS									
W15004	CC	Lord Ranch Pump Station 4-3	5,468,860	-	-	762,631	4,706,230	14%	
W18021	CC	Pump Station 7-2 - Design & Construction	6,554,406	-	-	284,575	6,269,831	4%	
W22010	GF	Emergency Generators Zone 5 PS 5-2	510,300	-	-	-	510,300	0%	New amount reflects updated grant funding. Federal grant amount.
W22010	RR	Emergency Generators Zone 5 PS 5-2	125,000	150,000	-	2,201	272,799	1%	Transfer from W19008. Total local share amount \$275k.
RESERVOIRS									
W15003	CC	Lord Ranch 1.0 MG Aeration Tank	2,505,000	-	-	22,772	2,482,227	1%	
W19008	CC	Zone 8 - Reservoir 8-3 (2.0MG)	4,927,046	(400,000)	-	210,738	4,716,307	4%	
WATER MAINS									
W15008	CC	Pepper Avenue @ I-10 Freeway Zone 2 - 24" Trans Main Railway - Design & Construction	1,223,147	(100,000)	-	132,031	1,091,116	11%	
W21007	CC	Zone 7 - 18" Transmission main within future ROW from Citrus Ave to Lytle Creek Rd	2,000,000	1,050,000	-	131,027	1,868,973	7%	Transfer from two projects W24008, W22009, W19008, & W15008
W22011	RR	Zone 3A - 10-12" pipeline in Cactus Ave	160,000	-	-	27,623	132,377	17%	
FACILITIES AND PLANTS									
W15006	CC	Lord Ranch facility - Grading and Site Work - Design & Construction	932,435	-	-	67,901	864,534	7%	
W25019	CC	Property acquisition for Reservoir R6-6	200,000	-	-	-	200,000	0%	
SUBTOTAL FOR NEW SYSTEM ASSETS			103,285,223	500,000	-	67,572,585	35,862,638	65%	
CAPITAL OUTLAY - FLEET/EQUIPMENT									
W22020	RR	Advanced Metering Infrastructure AMI - Data Collection Network	200,000	-	-	154,418	45,582	77%	Completed
W23013	RR	Security Camera System for the District Headquarters Site	211,000	-	-	35,240	175,760	17%	
W24019	RR	Fleet Trucks Fully Equipped	180,000	-	-	171,820	8,180	95%	Completed
W24009	RR	Document Management System	112,000	-	-	-	112,000	0%	
W24010	RR	Regrading, resealing, restriping at Headquarters	125,000	-	-	18,145	106,855	15%	
W24014	RR	Vmware host #2	50,000	-	-	24,184	25,816	48%	Completed
W24015	RR	Vmware host #3	50,000	-	-	24,184	25,816	48%	Completed
W24016	RR	Software Implementations/Integrations Work Orders	45,000	-	-	33,333	11,667	74%	
W24017	RR	Access Control System Expansion	50,000	-	-	-	50,000	0%	
W24018	RR	Security Camera System	60,000	-	-	-	60,000	0%	
W24024	RR	Ford F600 Utility Service Truck	237,516	-	-	236,998	518	100%	Completed
W25020	RR	New 4 - Inch Diesel Sludge Pump	65,000	-	-	44,998	20,002	69%	Completed
W25021	RR	SCADA Replacement	1,000,000	-	-	-	1,000,000	0%	
W25032	RR	Tow Behind Message Board	45,000	-	-	-	45,000	0%	
W25022	RR	Two Yard Dump Truck	80,000	-	-	-	80,000	0%	Staff is researching options for state EV requirements.
W25023	RR	30 Foot Equipment Trailer	30,000	-	-	-	30,000	0%	
W25024	RR	1x Administration Large Copier (10 Year Life Cycle)	52,000	-	-	-	52,000	0%	Completed
W25025	RR	Caterpillar Backhoe	190,000	-	-	182,314	7,686	96%	Waiting on equipment
W25026	RR	5x Trucks Fully Equipped	240,000	-	-	-	240,000	0%	
W25027	RR	2 GPS Receiver Bundles	21,000	-	-	-	21,000	0%	
W25028	RR	Yuneec H520 Drone Bundle	20,000	-	-	-	20,000	0%	
W25029	RR	Utility Network Creation for ArcGIS Pro	80,000	-	-	-	80,000	0%	
W25030	RR	Work Report and Service Order Intregation with GIS and Tyler	20,000	-	-	-	20,000	0%	
SUBTOTAL FOR CAPITAL OUTLAY - FLEET/EQUIPMENT			3,163,516	-	-	925,635	2,237,881	29%	

**Capital Improvement Plan
Fiscal Year 2024-25 Mid-Year Budget**

Project Number	Funding Source	CIP Project Description	Current Budget	Mid-Year Adjustments	Amended Budget	1/15/2025	Remaining Balance	% Activity	Status/Comments
						YTD Activity & Encumb			

GRAND TOTAL	121,667,398	0	-	72,819,511	48,847,887	40.1%
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CONT

CONTINGENCY	378,223
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CIP Budget Summary

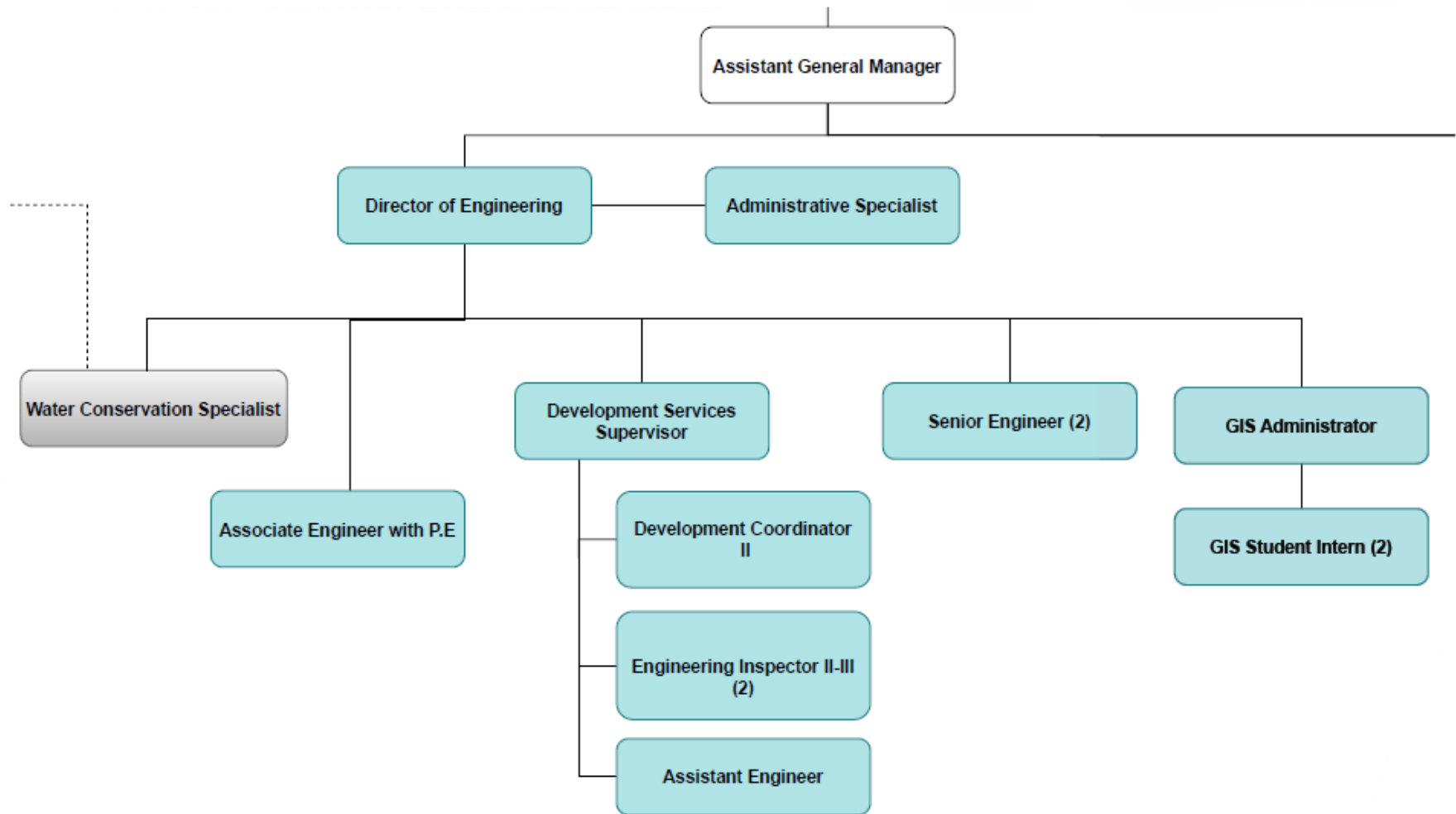
Subtotal Replacement Assets:	15,218,659	(500,000)	-	4,321,292	10,397,367	28%
Subtotal New Assets:	103,285,223	500,000	-	67,572,585	35,712,638	65%
Subtotal Capital Outlay:	3,163,516	-	-	925,635	2,237,881	29%
Totals:	121,667,398	0	-	72,819,511	48,847,887	59.9%

CIP District Funding Source Summary

RR	Contribution from Operating Revenue/Capital Project Fund	13,775,776	(350,000)	-	4,259,399	9,166,377	31%
CC	Restricted Capacity Charges Fund	55,824,923	350,000	-	26,500,132	29,324,791	47%
RA	Reimbursement Agreement (SBCTA)	2,371,399	-	-	237,269	2,134,130	10%
GF	Grant Funding	3,030,300	-	-	780,082	2,250,218	26%
SRF	SRF Funding	46,665,000	-	-	41,042,629	5,622,371	88%
	Totals:	121,667,398	0	-	72,819,511	48,847,887	59.9%

Exhibit F

Engineering Department





STAFF REPORT

DATE: February 10, 2025
TO: Finance Committee
FROM: William Fox, Chief Financial Officer
SUBJECT: Purchase Order Report - January 2025

MEETING HISTORY:

N/A

BACKGROUND:

The West Valley Water District ("District") generated forty-three (43) Purchase Orders ("PO") in the month of January 2025 to various vendors that provide supplies and services to the District. The total amount issued to PO's for the month of January 2025 was \$384,655.77. A table listing all Purchase Orders for January 2025 is shown in **Exhibit A**. In examining the monthly activity of purchase orders \$25,000 or greater, it reveals that there were two PO's amounting to \$92,640.80 or 24.1% of the total contractual obligations entered into during the month. These two PO's \$25,000 or greater are detailed below:

Purchase Order #	Vendor Name	Description of Purchases	Amou
25-0260	JPW Communications, Inc	Prop 218 Consulting Services	\$60,5
25-0286	Aqua-Metric Sales Co	1" Meter SR11-160 Model	\$32,1
		Total:	\$92,6

DISCUSSION:

There were no Change Orders ('CO') approved at the General Manager's approval level during the month of January 2025.

FISCAL IMPACT:

There is no fiscal impact for producing the January 2025 Purchase Order Report.

STAFF RECOMMENDATION:

Forward a recommendation to the Board of Directors to approve the January 2025 Purchase Order Report.

Attachments

[Exhibit A - January 2025 Purchase Order Report.pdf](#)

Exhibit A



West Valley Water District, CA

Purchase Order Summary Report

Purchase Order Detail

Issued Date Range 01/01/2025 - 01/31/2025

PO Number	Description Vendor	Status Ship To	Issue Date Delivery Date	Trade Discount	Total
25-0248	Conservation Kit Items - Kitchen Aerators 02546 - NEW RESOURCES GROUP INC	Completed West Valley Water District	1/2/2025 1/16/2025	0.00	1,804.00
25-0249	FORD BRASS ORDER 00160 - FERGUSON ENTERPRISES INC # 677	Partially Received West Valley Water District	1/2/2025 1/2/2025	0.00	3,265.58
25-0250	AIR VAC AND CLOW 00160 - FERGUSON ENTERPRISES INC # 677	Completed West Valley Water District	1/2/2025 1/2/2025	0.00	4,237.00
25-0251	SERVICE SADDLES 01089 - S&J SUPPLY CO INC	Outstanding West Valley Water District	1/2/2025 1/2/2025	0.00	414.00
25-0252	Service Saddles Order Pt. 2 01089 - S&J SUPPLY CO INC	Outstanding West Valley Water District	1/8/2025 1/8/2025	0.00	514.00
25-0253	Replace broken Bray actuator to hydro plant 01678 - BRAY SALES, INC.	Completed West Valley Water District	1/7/2025 1/21/2025	0.00	1,454.63
25-0254	Service on 8" backwash cla-val for backwash line 00641 - CLA VAL CO	Outstanding West Valley Water District	1/7/2025 1/21/2025	0.00	1,214.13
25-0255	Service on 12" backwash cla-val for backwash line 00641 - CLA VAL CO	Outstanding West Valley Water District	1/7/2025 1/21/2025	0.00	3,339.17
25-0256	Dive inspection & cleaning for Zone 8 Reservoirs 02366 - BLUE LOCKER COMMERCIAL DIVING SERVICES,	Outstanding West Valley Water District	1/6/2025 1/20/2025	0.00	10,000.00
25-0257	Chlorine delivery for Arsenic plant. 01641 - HASA INC.	Completed West Valley Water District	1/13/2025 1/27/2025	0.00	1,208.30
25-0258	Custom Development - Strategic Plan Menu 02727 - CLOUD DRIVEN SOLUTIONS INC	Outstanding West Valley Water District	1/14/2025 1/28/2025	0.00	2,000.00
25-0259	District 2 Way Radios and Installation 01078 - BEARCOM COMMUNICATIONS INC	Outstanding West Valley Water District	1/14/2025 1/28/2025	0.00	18,399.44
25-0260	Prop 218 Consulting Services 02846 - JPW COMMUNICATIONS, INC	Outstanding West Valley Water District	1/15/2025 1/29/2025	0.00	60,500.00
25-0261	Replacement meter for GAC system 00195 - BADGER METER INC	Outstanding West Valley Water District	1/15/2025 1/29/2025	0.00	23,138.86
25-0262	PM Contract TOC analyzer at Roemer 02626 - VEOLIA WTS ANALYTICAL INSTRUMENTS INC	Outstanding West Valley Water District	1/15/2025 1/29/2025	0.00	12,558.00
25-0263	DAF Recirculation Pump and Motor Installation 01124 - GENERAL PUMP COMPANY INC	Outstanding West Valley Water District	1/15/2025 1/29/2025	0.00	4,882.58
25-0264	Eletrical components for Records container 00150 - ROYAL INDUSTRIAL SOLUTIONS	Outstanding West Valley Water District	1/16/2025 1/30/2025	0.00	1,810.69
25-0265	Computer Supplies Jan 2025 02325 - AMAZON.COM SALES INC	Outstanding West Valley Water District	1/16/2025 1/30/2025	0.00	1,627.63

Purchase Order Summary Report

Issued Date Range 01/01/2025 - 01/31/2025

PO Number	Description Vendor	Status Ship To	Issue Date Delivery Date	Trade Discount	Total
25-0266	Installation of Light Bar and Stobes for Unit #199 01492 - FMB TRUCK OUTFITTERS, INC.	Outstanding West Valley Water District	1/15/2025 1/29/2025	0.00	3,252.42
25-0267	Romer Fortent router & switch maintenance subscrip 02585 - AIRGAP LABS LLC	Outstanding West Valley Water District	1/16/2025 1/30/2025	0.00	9,655.70
25-0268	CLOW 850 HYDRANT ORDER 00748 - YO FIRE	Completed West Valley Water District	1/22/2025 1/22/2025	0.00	18,360.00
25-0269	Video reshoot - "Building for the Future 02818 - JCOMM INC	Completed West Valley Water District	1/22/2025 2/5/2025	0.00	3,500.00
25-0270	Compressor service 02530 - MAQPOWER COMPRESSORS CORP	Outstanding West Valley Water District	1/22/2025 2/5/2025	0.00	1,913.16
25-0271	FBR GAC Air Scrubber Replacement 00739 - EVOQUA WATER TECHNOLOGIES LLC	Outstanding West Valley Water District	1/22/2025 2/5/2025	0.00	2,348.97
25-0272	Monitoring well bladder pump's 02267 - BLAINE TECH SERVICES INC	Outstanding West Valley Water District	1/22/2025 2/5/2025	0.00	18,657.56
25-0273	Dionex Parts 01221 - THERMO ELECTRON NORTH AMERICA LLC	Outstanding West Valley Water District	1/22/2025 2/5/2025	0.00	15,522.43
25-0274	CLOW 860 SUPER HYDRANT 00748 - YO FIRE	Completed West Valley Water District	1/22/2025 1/22/2025	0.00	3,150.00
25-0275	Ceiling Repair Roemer Lab 01489 - ICON INC. GENERAL CONTRACTORS	Outstanding West Valley Water District	1/23/2025 2/6/2025	0.00	8,460.00
25-0276	BRASS COUPLING ORDER 00160 - FERGUSON ENTERPRISES INC # 677	Outstanding West Valley Water District	1/27/2025 1/27/2025	0.00	920.22
25-0277	Emergency Cut & Plug at 1703 W. Via Bello 00206 - MERLIN JOHNSON CONST INC.	Outstanding West Valley Water District	1/28/2025 2/11/2025	0.00	16,574.06
25-0278	Cut & Plug at Res 5-2 12" Water Line 00206 - MERLIN JOHNSON CONST INC.	Outstanding West Valley Water District	1/28/2025 2/11/2025	0.00	5,307.74
25-0279	New Message Board CIP Approved 02507 - JCL TRAFFIC SERVICES	Outstanding West Valley Water District	1/28/2025 2/11/2025	0.00	20,565.21
25-0280	4-2 Vault and Meter Installation 00206 - MERLIN JOHNSON CONST INC.	Outstanding West Valley Water District	1/28/2025 2/11/2025	0.00	22,000.00
25-0281	Truck 199 utility box 01492 - FMB TRUCK OUTFITTERS, INC.	Outstanding West Valley Water District	1/28/2025 2/11/2025	0.00	1,089.87
25-0282	Truck storage box for truck 231 01492 - FMB TRUCK OUTFITTERS, INC.	Outstanding West Valley Water District	1/28/2025 2/11/2025	0.00	1,126.50
25-0283	PADLOCKS FOR DISTRICT 00149 - HERCULES INDUSTRIES	Outstanding West Valley Water District	1/28/2025 2/11/2025	0.00	6,285.30
25-0284	HYDRANT GUARD 8H 01089 - S&J SUPPLY CO INC	Outstanding West Valley Water District	1/29/2025 1/29/2025	0.00	6,633.00
25-0285	CLOW 860 Super Hydrant 00748 - YO FIRE	Outstanding West Valley Water District	1/29/2025 1/29/2025	0.00	3,150.00

Purchase Order Summary Report

Issued Date Range 01/01/2025 - 01/31/2025

PO Number	Description Vendor	Status Ship To	Issue Date Delivery Date	Trade Discount	Total
25-0286	1" METER SR11-160 00255 - AQUA-METRIC SALES CO	Outstanding West Valley Water District	1/29/2025 1/29/2025	0.00	32,140.80
25-0287	30155-BRASS ORDER 00748 - YO FIRE	Outstanding West Valley Water District	1/29/2025 1/29/2025	0.00	12,400.00
25-0288	Check valve for Lytle Creek pump #2 01089 - S&J SUPPLY CO INC	Outstanding West Valley Water District	1/29/2025 2/12/2025	0.00	7,332.39
25-0289	01-30-25 STOCK ORDER 00748 - YO FIRE	Outstanding West Valley Water District	1/30/2025 1/30/2025	0.00	4,217.43
25-0290	AMI Base Station Extended Warranties 00255 - AQUA-METRIC SALES CO	Outstanding West Valley Water District	1/29/2025 2/12/2025	0.00	7,725.00

Purchase Order Count: (43) Total Trade Discount: 0.00 Total: 384,655.77



STAFF REPORT

DATE: February 10, 2025
TO: Finance Committee
FROM: William Fox, Chief Financial Officer
SUBJECT: Fund Transfer Report - January 2025

MEETING HISTORY:

N/A

BACKGROUND:

At the August 20, 2020, Board of Directors meeting, the WVWD Board of Directors approved and authorized the Chief Financial Officer to transfer funds in/out of the District's Chase account to/from the District's investment accounts to take advantage of potential interest earnings. At this meeting, the WVWD Board also requested that the CFO provide a detailed report to the Board of all transfers on a monthly basis and include this report in the monthly financial reports presented to the Board.

DISCUSSION:

Following the Board's request for monthly updates on transfers related to investments is the January 2025 Funds Transfer Report. This is located at **Exhibit A**. There was one transfer during the month made from the Chase General Checking account going to the Local Agency Investment Fund (LAIF) account totaling \$11.0 million. This large transfer was the result of receiving the State Revolving Fund (SRF) reimbursement check in the amount of \$10,516,037 for the Roemer Expansion Project. The SRF reimbursement funds made up the majority that was transferred to LAIF to produce investment income.

FISCAL IMPACT:

There is no fiscal impact of this action.

REQUESTED ACTION:

Forward a recommendation to the Board of Directors to approve the January 2025 Funds Transfer Report.

Attachments

[Exhibit A - 2025 January Transfer Form.pdf](#)

EXHIBIT A

Fund Transfer Detail January 2025

Date	Beginning Balances	Amount
1/30/2025	Chase Gen Checking	12,108,746.90
1/30/2025	LAIF	41,127.53

Date	Transfers	Amount
1/30/2025	Chase Gen Checking → LAIF	11,000,000.00

Date	Ending Balances (After Transfers) ¹	Amount
1/30/2025	Chase Gen Checking	1,007,011.55
1/30/2025	LAIF	12,045,040.49

(1) Ending balances may include other credits/deposits besides transfer amounts.



STAFF REPORT

DATE: February 10, 2025
TO: Finance Committee
FROM: William Fox, Chief Financial Officer
SUBJECT: Monthly Cash Disbursements Report - January 2025

MEETING HISTORY:

N/A

BACKGROUND:

The Board of Directors requested the Monthly Cash Disbursements Report to be presented to the Finance Committee for review and discussion before presenting these reports to the Board of Directors. The reports are being produced from the District's Financial System (System of Records) and will be presented to the Finance Committee

DISCUSSION:

Each month, the Accounting Department provides a complete listing of all previous month's disbursements to promote fiscal responsibility and accountability over the expenditure of public funds. This process includes providing the Finance Committee, Board of Directors, and ratepayers the opportunity to review expenses for supplies, materials, services, (**Exhibit A**) and payroll Disbursements (**Exhibit B**). Payroll is processed bi-weekly and accounts payable are processed weekly. Information to justify each payment is available through the Accounting Department. For reference, Customer Refunds are credits due as a result of closing a water account.

FISCAL IMPACT:

There is no fiscal impact for producing the January 2025 Cash Disbursement Reports.

REQUESTED ACTION:

Forward a recommendation to the Board of Directors to approve the January 2025 Cash Disbursements Reports.

Attachments

[Exhibit A - 2025 January Cash Disbursements Board Report.pdf](#)

[Exhibit B - 2025 January Cash Disbursements Payroll.pdf](#)

EXHIBIT A

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
JANUARY 2025

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
8398	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	\$ 15.00	
8398	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	\$ 15.00	
8398	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	\$ 15.00	
8398	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 417.50	
8398	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 50.00	
8398	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 202.50	
8398	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 142.50	
8398	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 7.50	
8398	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 202.50	
8398	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 142.50	
8398	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 202.50	
8398	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 142.50	
8398	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PERCHLORATE	\$ 111.50	
8398	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 204.00	
8398	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 204.00	
8398	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 40.00	
8398	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 204.00	
8398	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 90.00	
8398	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 123.50	
8398	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ARSENIC	\$ 79.50	
8398	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 123.50	
8398	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 90.00	
8398	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 17.50	
8398	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 17.50	
8398	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 123.50	
8398	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 90.00	
8398	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 17.50	
8398	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 17.50	
8399	ENGINEERING RESOURCES INC	PSA for Lord Ranch Facilities Bidding Phase		\$ 950.00
8399	ENGINEERING RESOURCES INC	PSA for Lord Ranch Facilities Bidding Phase		\$ 15,300.00
8400	FASTENAL COMPANY	MAINTENANCE SUPPLIES	\$ 998.63	
8401	GUTIERREZ, ROSA	EAL REIMBURSEMENT	\$ 4,489.75	
8402	HILLTOP GEOTECHNICAL, INC.	Compaction Services and Testing	\$ 1,920.00	
8402	HILLTOP GEOTECHNICAL, INC.	Compaction Services and Testing	\$ 4,800.00	
8402	HILLTOP GEOTECHNICAL, INC.	Compaction Services and Testing	\$ 2,400.00	
8403	PAUL FRANK GRAVESANDE	BACKHOE MAINTENANCE	\$ 330.00	
8403	PAUL FRANK GRAVESANDE	FORKLIFT MAINTENANCE	\$ 413.00	
8403	PAUL FRANK GRAVESANDE	BACKHOE MAINTENANCE	\$ 750.00	
8403	PAUL FRANK GRAVESANDE	BACKHOE MAINTENANCE	\$ 655.00	
8403	PAUL FRANK GRAVESANDE	FORKLIFT MAINTENANCE	\$ 180.00	
8403	PAUL FRANK GRAVESANDE	UNIT#104 MAINTENANCE	\$ 330.00	
8403	PAUL FRANK GRAVESANDE	UNIT#105T MAINTENANCE	\$ 310.00	
8404	RECYCLED AGGREGATE MATERIALS CO INC	SHOP SUPPLIES	\$ 225.19	
8404	RECYCLED AGGREGATE MATERIALS CO INC	DISPOSAL FEES	\$ 520.00	
8405	RED WING BUSINESS ADVANTAGE ACCOUNT	SAFETY BOOTS-IVAN CANNE	\$ 242.42	
8406	SAFETY COMPLIANCE COMPANY	FIELD SAFETY MTG 12/10/24	\$ 225.00	
8406	SAFETY COMPLIANCE COMPANY	OFFICE SAFETY MTG 12/10/24	\$ 200.00	
8407	SB VALLEY MUNICIPAL	4000 AC/FT IMPORTED WATER CY 2025	\$ 503,200.00	
8408	VULCAN MATERIALS COMPANY	Temp Asphalt- Cold Mix	\$ 879.36	
8408	VULCAN MATERIALS COMPANY	Temp Asphalt- Cold Mix	\$ 740.59	
8409	360 GLOBAL TECHNOLOGY LLC	WEB HOST SERVICE FEE-JAN 2025	\$ 500.00	
8410	ABF PRINTS INC	OFFICE SUPPLIES	\$ 905.10	
8411	BEST BEST & KRIEGER LLP	LEGAL FEES	\$ 3,684.92	
8411	BEST BEST & KRIEGER LLP	LEGAL FEES	\$ 5,909.10	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
8411	BEST BEST & KRIEGER LLP	LEGAL FEES	\$ 1,400.00	
8411	BEST BEST & KRIEGER LLP	LEGAL FEES	\$ 2,231.90	
8411	BEST BEST & KRIEGER LLP	LEGAL FEES	\$ 433.96	
8411	BEST BEST & KRIEGER LLP	LEGAL FEES	\$ 3,871.00	
8411	BEST BEST & KRIEGER LLP	LEGAL FEES	\$ 2,602.27	
8412	GARCIA, ANGELA	NOV & DEC 2024 MILEAGE REIMBURSEMENT	\$ 105.86	
8412	GARCIA, ANGELA	NOV & DEC 2024 MILEAGE REIMBURSEMENT	\$ 76.67	
8413	JEFF CRIDER	WVWD History Book - 75th Anniversary	\$ 1,657.50	
8414	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 6.76	
8414	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 7.59	
8414	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 4.95	
8414	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 4.49	
8414	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 4.16	
8414	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 9.75	
8414	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 9.14	
8414	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.23	
8414	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 4.16	
8414	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 9.75	
8414	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 4.49	
8414	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 7.59	
8414	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 4.95	
8414	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 9.14	
8414	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 6.76	
8414	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 3.23	
8414	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 3.24	
8414	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY	\$ 9.75	
8414	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY	\$ 3.23	
8414	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY	\$ 1.68	
8414	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY	\$ 6.01	
8414	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY	\$ 5.08	
8414	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 3.24	
8414	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY	\$ 3.23	
8414	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY	\$ 1.68	
8414	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY	\$ 9.75	
8414	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY	\$ 5.08	
8414	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY	\$ 6.01	
8414	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 7.14	
8414	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 8.32	
8414	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 4.39	
8414	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 4.95	
8414	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 9.75	
8414	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 7.14	
8414	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 4.95	
8414	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 9.75	
8414	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 8.32	
8414	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 4.39	
8414	UNIFIRST CORPORATION	JANITORIAL SERVICES-ROEMER	\$ 72.80	
8414	UNIFIRST CORPORATION	JANITORIAL SERVICES-ROEMER	\$ 72.80	
8414	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 9.75	
8414	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 4.12	
8414	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 4.98	
8414	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 6.14	
8414	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 4.98	
8414	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 6.14	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
8414	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 9.75	
8414	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 4.12	
8414	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 4.95	
8414	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 4.16	
8414	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 4.15	
8414	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 4.26	
8414	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 4.26	
8414	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 4.79	
8414	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 8.10	
8414	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 4.98	
8414	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 10.83	
8414	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 3.68	
8414	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 9.75	
8414	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.07	
8414	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 4.98	
8414	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 7.32	
8414	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.07	
8414	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 8.10	
8414	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 4.95	
8414	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 4.98	
8414	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 4.79	
8414	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 4.26	
8414	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 4.26	
8414	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 4.16	
8414	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 4.15	
8414	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 4.98	
8414	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 9.75	
8414	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 3.68	
8414	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 4.79	
8414	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 9.75	
8414	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 6.23	
8414	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.82	
8414	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.81	
8414	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.08	
8414	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.00	
8414	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 4.79	
8414	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.00	
8414	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.08	
8414	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.81	
8414	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.82	
8414	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 6.23	
8414	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 9.75	
8414	UNIFIRST CORPORATION	JANITORIAL SERVICES-HQ	\$ 87.22	
8414	UNIFIRST CORPORATION	JANITORIAL SERVICES-HQ	\$ 87.22	
8414	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 9.75	
8414	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 6.14	
8414	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 5.95	
8414	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 5.95	
8414	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 6.14	
8414	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 9.75	
8414	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 4.95	
8414	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 5.54	
8414	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 6.50	
8414	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 10.35	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
8414	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 4.95	
8414	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 4.95	
8414	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 6.50	
8414	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 10.35	
8418	ABF PRINTS INC	OFFICE SUPPLIES	\$ 59.26	
8418	ABF PRINTS INC	OFFICE SUPPLIES	\$ 59.26	
8419	ACWA /JPIA	DELTACARE DENTAL PPO	\$ 671.34	
8419	ACWA /JPIA	HEALTH INSURANCE	\$ 10,203.49	
8419	ACWA /JPIA	VISION	\$ 127.08	
8419	ACWA /JPIA	DELTACARE DENTAL HMO	\$ 521.25	
8419	ACWA /JPIA	DELTACARE DENTAL PPO	\$ 9,342.00	
8419	ACWA /JPIA	EMPLOYEE ASSISTANCE PROGRAM	\$ 210.80	
8419	ACWA /JPIA	HEALTH INSURANCE	\$ 155,360.64	
8419	ACWA /JPIA	VISION	\$ 1,800.30	
8419	ACWA /JPIA	EE Adjusts	\$ 502.61	
8419	ACWA /JPIA	Retirees	\$ 18,286.36	
8419	ACWA /JPIA	Retirees	\$ 1,807.82	
8420	AIR & HOSE SOURCE INC	WATER QUALITY SUPPLIES	\$ 684.75	
8420	AIR & HOSE SOURCE INC	MAINTENANCE SUPPLIES	\$ 109.91	
8421	BENNETT, ESTEVAN	MILEAGE REIMBURSEMENT NOV & DEC 2024	\$ 97.82	
8421	BENNETT, ESTEVAN	MILEAGE REIMBURSEMENT NOV & DEC 2024	\$ 213.86	
8422	BERTOLINE, GINA E	APA MEMBERSHIP RENEWAL	\$ 305.00	
8423	CDW GOVERNMENT INC	Laptop Computers Dec 2024	\$ 5,656.23	
8423	CDW GOVERNMENT INC	Work group Printers Customer service,Billing	\$ 275.85	
8423	CDW GOVERNMENT INC	Work group Printers Customer service,Billing	\$ 891.87	
8423	CDW GOVERNMENT INC	Work group Printers Customer service,Billing	\$ 2,178.88	
8424	CHANDLER ASSET MANAGEMENT	DECEMBER 2024 SERVICES	\$ 7,701.40	
8425	CLIFTON LARSON ALLEN	Treasure Services	\$ 3,000.00	
8426	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 170.00	
8426	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 267.50	
8426	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 100.00	
8426	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 170.00	
8426	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 40.00	
8426	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 179.50	
8426	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 135.00	
8426	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 17.50	
8426	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 17.50	
8427	COMPUTERIZED EMBROIDERY COMPANY INC	TSHIRTS PURCHASING DEPT	\$ 383.47	
8428	FASTENAL COMPANY	SHOP SUPPLIES	\$ 535.06	
8429	GENERAL PUMP COMPANY INC	Spare Mechanical Seal Replacement	\$ 2,416.98	
8430	HACH COMPANY	PH Probe for Treatment Dept.	\$ 1,759.68	
8430	HACH COMPANY	Hach 5300 turbidity meter	\$ 4,111.59	
8431	HASA INC.	CHEMICALS-ROEMER	\$ 5,426.79	
8432	HAZZARD BACKFLOW INC	Backflow Installs at Roemer	\$ 2,500.00	
8432	HAZZARD BACKFLOW INC	Backflow Installs at Roemer	\$ 2,500.00	
8432	HAZZARD BACKFLOW INC	Backflow Installs at Roemer	\$ 2,500.00	
8432	HAZZARD BACKFLOW INC	Backflow Installs at Roemer	\$ 3,400.00	
8433	INFOSEND INC	Postage/Printing for Customer Bills	\$ 5,916.20	
8433	INFOSEND INC	Postage/Printing for Customer Bills	\$ 20,126.10	
8434	JENKINS, DANIEL	MILEAGE REIMBURSEMENT NOV & DEC 2024	\$ 103.18	
8434	JENKINS, DANIEL	MILEAGE REIMBURSEMENT NOV & DEC 2024	\$ 191.09	
8435	LIEBERT CASSIDY WHITMORE	LEGAL FEES	\$ 9,720.00	
8435	LIEBERT CASSIDY WHITMORE	LEGAL FEES	\$ 4,482.00	
8435	LIEBERT CASSIDY WHITMORE	LEGAL FEES	\$ 4,270.10	

WEST VALLEY WATER DISTRICT

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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
8436	MCMASTER-CARR SUPPLY COMPANY	WATER QUALITY SUPPLIES	\$ 348.83	
8436	MCMASTER-CARR SUPPLY COMPANY	FBR SUPPLIES	\$ 356.76	
8436	MCMASTER-CARR SUPPLY COMPANY	FBR SUPPLIES	\$ 398.24	
8436	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 57.91	
8436	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 356.76	
8436	MCMASTER-CARR SUPPLY COMPANY	ARSENIC SUPPLIES	\$ 605.71	
8436	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 313.65	
8436	MCMASTER-CARR SUPPLY COMPANY	ARSENIC SUPPLIES	\$ 993.63	
8436	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 992.41	
8436	MCMASTER-CARR SUPPLY COMPANY	ARSENIC SUPPLIES	\$ 607.02	
8436	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 62.31	
8436	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 992.25	
8436	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 980.36	
8437	MOORE, KELVIN	MILEAGE REIMBURSEMENT NOV & DEC 2024	\$ 101.84	
8437	MOORE, KELVIN	MILEAGE REIMBURSEMENT NOV & DEC 2024	\$ 326.46	
8438	OFFICE SOLUTIONS BUSINESS PRODUCTS & SERVICES	OFFICE SUPPLIES	\$ 990.10	
8439	SB VALLEY MUNICIPAL	BASELINE FEEDER-OCT 2024	\$ 2,200.00	
8439	SB VALLEY MUNICIPAL	BASELINE FEEDER-NOV 2024	\$ 2,200.00	
8439	SB VALLEY MUNICIPAL	BASELINE FEEDER-OCT 2024	\$ 25,444.06	
8439	SB VALLEY MUNICIPAL	BASELINE FEEDER-NOV 2024	\$ 25,444.06	
8439	SB VALLEY MUNICIPAL	BASELINE FEEDER-OCT 2024	\$ 377.60	
8439	SB VALLEY MUNICIPAL	BASELINE FEEDER-OCT 2024	\$ 70,016.52	
8439	SB VALLEY MUNICIPAL	BASELINE FEEDER-NOV 2024	\$ 63,772.70	
8439	SB VALLEY MUNICIPAL	BASELINE FEEDER-OCT 2024	\$ 4,721.79	
8439	SB VALLEY MUNICIPAL	BASELINE FEEDER-NOV 2024	\$ 4,721.79	
8439	SB VALLEY MUNICIPAL	BLF ELECTRICITY-10/29/24-11/26/24	\$ 78,538.44	
8440	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 9.14	
8440	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 9.75	
8440	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 7.59	
8440	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 4.49	
8440	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 4.95	
8440	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 4.16	
8440	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 6.76	
8440	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.23	
8440	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.09	
8440	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY	\$ 6.01	
8440	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY	\$ 11.68	
8440	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY	\$ 5.08	
8440	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY	\$ 3.23	
8440	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY	\$ 1.68	
8440	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 7.14	
8440	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 5.09	
8440	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 9.75	
8440	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 4.39	
8440	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 4.95	
8440	UNIFIRST CORPORATION	JANITORIAL SERVICES-ROEMER	\$ 72.80	
8440	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 4.12	
8440	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 4.98	
8440	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 9.75	
8440	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 6.14	
8440	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 4.69	
8440	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 3.68	
8440	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 4.15	
8440	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 4.16	

WEST VALLEY WATER DISTRICT

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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
8440	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 4.26	
8440	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 4.26	
8440	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 4.87	
8440	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.07	
8440	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 4.98	
8440	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.02	
8440	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 10.83	
8440	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 4.95	
8440	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 9.81	
8440	UNIFIRST CORPORATION	UNIFORMS METERS	\$ 9.75	
8440	UNIFIRST CORPORATION	UNIFORMS METERS	\$ 5.82	
8440	UNIFIRST CORPORATION	UNIFORMS METERS	\$ 5.81	
8440	UNIFIRST CORPORATION	UNIFORMS METERS	\$ 5.08	
8440	UNIFIRST CORPORATION	UNIFORMS METERS	\$ 5.00	
8440	UNIFIRST CORPORATION	UNIFORMS METERS	\$ 4.97	
8440	UNIFIRST CORPORATION	UNIFORMS METERS	\$ 4.79	
8440	UNIFIRST CORPORATION	JANITORIAL SERVICES-HQ	\$ 87.22	
8440	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 5.95	
8440	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 6.14	
8440	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 9.75	
8440	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 4.95	
8440	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 4.95	
8440	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 10.65	
8440	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 82.12	
8442	YOUNG, GREGORY A	MILEAGE REIMBURSEMENT NOV & DEC 2024	\$ 21.84	
8443	360 GLOBAL TECHNOLOGY LLC	WEB HOSTING SERVICE FEE-FEB 2025	\$ 500.00	
8444	ABF PRINTS INC	DISTRICT SIGNS	\$ 290.93	
8445	ARAIZA, ANTHONY W	MEDICARE PART B-OCT TO DEC 2024	\$ 1,048.20	
8446	ARAIZA, DIANA	MEDICARE PART B-OCT TO DEC 2024	\$ 1,048.20	
8447	ASCHE, PEGGY S	MEDICARE PART B-OCT TO DEC 2024	\$ 733.80	
8448	ASHWORTH, MARIADA L	MEDICARE PART B-OCT TO DEC 2024	\$ 524.10	
8449	BOOT BARN INC	SAFETY BOOTS-JESSE BECERRA	\$ 203.35	
8450	CASEY, MATTHEW P	MEDICARE PART B-OCT TO DEC 2024	\$ 733.80	
8451	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	\$ 39.00	
8451	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	\$ 15.00	
8451	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 1,241.50	
8451	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 15.00	
8451	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 90.00	
8451	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 36.00	
8451	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 825.50	
8451	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 202.50	
8451	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 60.00	
8451	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 142.50	
8451	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 60.00	
8451	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 129.00	
8451	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 129.00	
8451	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 129.00	
8451	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 31.50	
8451	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PERCHLORATE	\$ 59.50	
8451	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PERCHLORATE	\$ 250.50	
8451	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 386.00	
8451	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 172.50	
8451	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 267.50	
8451	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 204.00	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
JANUARY 2025

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
8451	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 42.00	
8451	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 42.00	
8451	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 40.00	
8451	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 90.00	
8451	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 123.50	
8451	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 560.50	
8451	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 17.50	
8451	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 17.50	
8451	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 90.00	
8451	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 17.50	
8451	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 17.50	
8451	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 17.50	
8453	CURTIS, DEVI A	MEDICARE PART B-OCT TO DEC 2024	\$ 1,048.20	
8454	CURTIS, MITCHELL A	MEDICARE PART B-OCT TO DEC 2024	\$ 1,048.20	
8455	DIAMOND ENVIRONMENTAL SERVICES LP	RESTROOM RENTAL-10272 S CEDAR	\$ 124.26	
8455	DIAMOND ENVIRONMENTAL SERVICES LP	RESTROOM RENTAL-18451 VINEYARD AVE	\$ 124.26	
8455	DIAMOND ENVIRONMENTAL SERVICES LP	RESTROOM RENTAL-10272 S CEDAR	\$ 124.26	
8456	FASTENAL COMPANY	SHOP SUPPLIES	\$ 391.37	
8456	FASTENAL COMPANY	SHOP SUPPLIES	\$ 895.19	
8457	HANNA, DIANA G	MEDICARE PART B-OCT TO DEC 2024	\$ 524.10	
8458	HANNA, DONALD R	MEDICARE PART B-OCT TO DEC 2024	\$ 524.10	
8459	INLAND ROAD SERVICE & TIRE	VEHICLE MAINTENANCE	\$ 192.24	
8460	JCOMM INC	Video reshoot - "Building for the Future	\$ 3,500.00	
8461	LANE, JAN	MEDICARE PART B-OCT TO DEC 2024	\$ 524.10	
8462	MARTINEZ, ISABEL M	MEDICARE PART B-OCT TO DEC 2024	\$ 524.10	
8463	MARTINEZ, RAYMOND	MEDICARE PART B-OCT TO DEC 2024	\$ 524.10	
8464	MURPHY, RONALD	MEDICARE PART B-OCT TO DEC 2024	\$ 524.10	
8465	POUND, ROGER A	MEDICARE PART B-OCT TO DEC 2024	\$ 524.10	
8466	POUND,PHYLLIS A	MEDICARE PART B-OCT TO DEC 2024	\$ 524.10	
8467	PRUITT, BARBARA J	MEDICARE PART B-OCT TO DEC 2024	\$ 524.10	
8468	SALLENDER, PAULETTE	MEDICARE PART B-OCT TO DEC 2024	\$ 524.10	
8469	SAMBA HOLDINGS INC	HR SERVICES-DEC 2024	\$ 170.36	
8470	SANDER, REBECCA	MEDICARE PART B-OCT TO DEC 2024	\$ 524.10	
8471	SIKORSKI, PATRICIA	MEDICARE PART B-OCT TO DEC 2024	\$ 1,048.20	
8472	SPIK, LINDA M	MEDICARE PART B-OCT TO DEC 2024	\$ 733.80	
8473	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 4.95	
8473	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 9.75	
8473	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 6.76	
8473	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 4.85	
8473	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 7.59	
8473	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 4.16	
8473	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 4.49	
8473	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.23	
8473	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 7.44	
8473	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY	\$ 3.23	
8473	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY	\$ 5.08	
8473	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY	\$ 6.01	
8473	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY	\$ 9.75	
8473	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY	\$ 1.68	
8473	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 7.43	
8473	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 4.39	
8473	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 4.95	
8473	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 9.75	
8473	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 5.38	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
8473	UNIFIRST CORPORATION	JANITORIAL SERVICES ROEMER	\$ 72.80	
8473	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 4.12	
8473	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 4.98	
8473	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 6.14	
8473	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 9.75	
8473	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 4.26	
8473	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 4.15	
8473	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 4.26	
8473	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 4.69	
8473	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 8.10	
8473	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 4.16	
8473	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 9.75	
8473	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.54	
8473	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.44	
8473	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 4.95	
8473	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 4.98	
8473	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.06	
8473	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.02	
8473	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.00	
8473	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 4.97	
8473	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.82	
8473	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 27.75	
8473	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 4.79	
8473	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.81	
8473	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.08	
8473	UNIFIRST CORPORATION	JANITORIAL SERVICES HQ	\$ 87.22	
8473	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 6.14	
8473	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 9.75	
8473	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 5.95	
8473	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 5.97	
8473	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 4.95	
8473	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 4.95	
8473	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 10.35	
8475	WESTBROOK, LAURA	MEDICARE PART B-OCT TO DEC 2024	\$ 524.10	
8476	ABF PRINTS INC	SHOP SUPPLIES	\$ 888.82	
8476	ABF PRINTS INC	WINDOW/REGULAR ENVELOPES	\$ 913.18	
8476	ABF PRINTS INC	GRAPHIC DESIGN SERVICE	\$ 323.25	
8477	AIR & HOSE SOURCE INC	EQUIPMENT MAINTENANCE SUPPLIES	\$ 655.42	
8478	ALBERT A WEBB ASSOCIATES	Design for Alder Avenue Erosion Mitigation	\$	11,098.13
8479	CARL A. BOTTERUD	HR LEGAL FEES-DEC 2024	\$ 5,460.04	
8480	CDW GOVERNMENT INC	MS power automate & adobe acrobat	\$ 213.84	
8481	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	\$ 15.00	
8481	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 107.50	
8481	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 760.00	
8481	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 202.50	
8481	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 142.50	
8481	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PERCHLORATE	\$ 169.50	
8481	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 204.00	
8481	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELL#6	\$ 267.50	
8481	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 40.00	
8481	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 40.00	
8481	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 278.00	
8481	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 107.00	
8481	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 123.50	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
8481	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 17.50	
8481	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 17.50	
8482	DYER, JUNE J	MEDICARE PART B JULY-DEC 2024	\$ 1,048.20	
8483	EVOQUA WATER TECHNOLOGIES LLC	GAC filter for Well 11	\$ 3,200.00	
8484	GETZ, BETTY	MEDICARE PART B OCT-DEC 2024	\$ 524.10	
8485	HASA INC.	CHEMICALS-WELLS	\$ 120.83	
8485	HASA INC.	CHEMICALS-BLF	\$ 845.81	
8485	HASA INC.	CHEMICALS-WELLS	\$ 120.83	
8485	HASA INC.	CHEMICALS-WELLS	\$ 145.00	
8485	HASA INC.	CHEMICALS-WELLS	\$ 241.66	
8485	HASA INC.	CHEMICALS-WELLS	\$ 386.66	
8485	HASA INC.	CHEMICALS-WELLS	\$ 531.65	
8485	HASA INC.	CHEMICALS-WELLS	\$ 241.66	
8485	HASA INC.	CHEMICALS-BLF	\$ 1,449.96	
8485	HASA INC.	CHEMICALS-ARSENIC	\$ 1,208.30	
8486	MCMMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 125.04	
8486	MCMMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 710.52	
8486	MCMMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 629.18	
8486	MCMMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 433.02	
8486	MCMMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 14.12	
8486	MCMMASTER-CARR SUPPLY COMPANY	ARSENIC SUPPLIES	\$ 204.11	
8486	MCMMASTER-CARR SUPPLY COMPANY	ARSENIC SUPPLIES	\$ 901.28	
8486	MCMMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 677.55	
8486	MCMMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 43.06	
8486	MCMMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 270.03	
8486	MCMMASTER-CARR SUPPLY COMPANY	DISTRICT CAMERAS	\$ 194.47	
8486	MCMMASTER-CARR SUPPLY COMPANY	WELLNESS PROGRAM	\$ 309.50	
8486	MCMMASTER-CARR SUPPLY COMPANY	WELLNESS PROGRAM	\$ 890.22	
8486	MCMMASTER-CARR SUPPLY COMPANY	WELLNESS PROGRAM	\$ 555.58	
8487	MERLIN JOHNSON CONST INC.	Alder Avenue Erosion Road Improvements	\$	29,925.00
8488	OFFICE SOLUTIONS BUSINESS PRODUCTS & SERVICES	OFFICE SUPPLIES	\$ 758.92	
8488	OFFICE SOLUTIONS BUSINESS PRODUCTS & SERVICES	OFFICE SUPPLIES	\$ 144.29	
8489	SAFETY COMPLIANCE COMPANY	FIELD SAFETY MTG 01/14/25	\$ 225.00	
8489	SAFETY COMPLIANCE COMPANY	OFFICE SAFETY MTG 01/14/25	\$ 200.00	
8490	SALCEDO, JUAN CARLOS	SAFETY BOOTS REIMB	\$ 174.70	
8491	SB VALLEY MUNICIPAL	BASELINE FEEDER-DEC 2024	\$ 2,200.00	
8491	SB VALLEY MUNICIPAL	BASELINE FEEDER-DEC 2024	\$ 25,444.06	
8491	SB VALLEY MUNICIPAL	BASELINE FEEDER-DEC 2024	\$ 64,547.44	
8491	SB VALLEY MUNICIPAL	BASELINE FEEDER-DEC 2024	\$ 4,721.79	
8492	STANTEC CONSULTING SERVICES INC	PSA with Stantec for Master Planning Services	\$ 763.00	
8493	STERLING WATER TECHNOLOGIES LLC	Praestol Flocculant for FBR Plant	\$ 4,900.48	
8493	STERLING WATER TECHNOLOGIES LLC	Aluminum Chlorohydrate for Roemer	\$ 28,181.54	
8494	TOM DODSON & ASSOCIATES	24in Transmis Main on Pepper Ave & I-10Fwy Railway	\$	565.50
8494	TOM DODSON & ASSOCIATES	Reservoir Zone 8-3 Modifications	\$	350.52
8495	WILLIAM E KRUEGER	MEDICARE PART B - OCT-DEC 2024	\$ 1,677.00	
87910	BREMCO CONSTRUCTION INC	CUSTOMER REFUND	\$ 1,059.34	
87911	GRIFFITH COMPANY	CUSTOMER REFUND	\$ 20.00	
87912	Alfredo Lucatero	VEHICLE MAINTENANCE	\$ 389.73	
87912	Alfredo Lucatero	VEHICLE MAINTENANCE	\$ 297.20	
87912	Alfredo Lucatero	VEHICLE MAINTENANCE	\$ 405.68	
87913	AMAZON.COM SALES INC	MAINTENANCE SUPPLIES	\$ 286.60	
87914	FERGUSON ENTERPRISES INC # 677	MAINTENANCE SUPPLIES	\$ 212.57	
87915	FMB TRUCK OUTFITTERS, INC.	VEHICLE MAINTENANCE	\$ 949.70	
87916	HAAKER EQUIPMENT COMPANY	EQUIPMENT MAINTENANCE	\$ 212.05	

WEST VALLEY WATER DISTRICT

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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
87916	HAAKER EQUIPMENT COMPANY	EQUIPMENT MAINTENANCE	\$ 490.31	
87917	HOME DEPOT	ARSENIC SUPPLIES	\$ 103.18	
87917	HOME DEPOT	ROEMER SUPPLIES	\$ 30.11	
87917	HOME DEPOT	ROEMER SUPPLIES	\$ 667.79	
87917	HOME DEPOT	MAINTENANCE SUPPLIES	\$ 27.50	
87917	HOME DEPOT	MAINTENANCE SUPPLIES	\$ 189.87	
87917	HOME DEPOT	DISTRICT MAINTENANCE	\$ 82.52	
87917	HOME DEPOT	DISTRICT MAINTENANCE	\$ 69.97	
87918	HUNT ORTMANN PALFFY NIEVES DARLING & MAH INC	PROFESSIONAL SERVICES	\$	109.50
87919	INDUSTRIAL TRUCK BODIES & EQUIPMENT	VEHICLE MAINTENANCE	\$ 214.30	
87920	JADESKI, LINDA S	ACWA FALL CONFERENCE -LODGING	\$ 628.52	
87921	JOHNSON'S HARDWARE INC	MAINTENANCE SUPPLIES	\$ 10.76	
87922	NEW RESOURCES GROUP INC	Conservation Kit Items - Kitchen Aerators	\$ 1,804.00	
87923	O'REILLY AUTO PARTS	VEHICLE MAINTENANCE	\$ 77.33	
87924	SB COUNTY FIRE PROTECTION DISTRICT	PERMIT FEES	\$ 465.00	
87925	SO CALIFORNIA EDISON	BLF ELECTRICITY-11/20/24-12/18/24	\$ 257.64	
87926	STATE WATER RESOURCES CONTROL BOARD	WATER FEES 07/01/24-06/30/25	\$ 15,711.26	
87927	WATER SYSTEMS CONSULTING INC	Professional Services for Assessing Nitrate levels	\$ 6,091.00	
87928	YO FIRE	SHOP SUPPLIES	\$ 284.46	
87929	QUADIANT FINANCE USA INC	POSTAGE FOR THE METER	\$ 2,048.89	
87930	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 48.40	
87931	AT&T INTERNET	INTERNET SERVICE	\$ 154.44	
87932	AT&T LONG DISTANCE	ROEMER LONG DISTANCE	\$ 26.46	
87933	BHI PLUMBING, HEATING AND AIR CONDI	Building C Water Heater Replacement	\$ 2,840.00	
87934	BURRTEC WASTE INDUSTRIES INC	DISPOSAL FEES-ROEMER	\$ 240.19	
87934	BURRTEC WASTE INDUSTRIES INC	DISPOSAL FEES-HQ	\$ 803.82	
87935	CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE	ANNUAL FEE FOR CACTUS BASIN 2	\$ 376.25	
87936	CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION	ACC#231-406368/VOUCHER#641756652	\$ 873.07	
87937	CHARTER COMMUNICATIONS	CABLE/TELEPHONE	\$ 239.94	
87937	CHARTER COMMUNICATIONS	CABLE/TELEPHONE	\$ 182.16	
87937	CHARTER COMMUNICATIONS	INTERNET SERVICES	\$ 1,549.00	
87938	CINTAS CORPORATION	JANITORIAL SERVICES	\$ 192.49	
87938	CINTAS CORPORATION	JANITORIAL SERVICES	\$ 192.49	
87938	CINTAS CORPORATION	JANITORIAL SERVICES	\$ 182.54	
87938	CINTAS CORPORATION	JANITORIAL SERVICES	\$ 192.49	
87938	CINTAS CORPORATION	JANITORIAL SERVICES	\$ 192.49	
87938	CINTAS CORPORATION	JANITORIAL SERVICES	\$ 192.49	
87938	CINTAS CORPORATION	JANITORIAL SERVICES	\$ 182.54	
87938	CINTAS CORPORATION	JANITORIAL SERVICES	\$ 192.49	
87938	CINTAS CORPORATION	JANITORIAL SERVICES	\$ 192.49	
87938	CINTAS CORPORATION	JANITORIAL SERVICES	\$ 182.54	
87938	CINTAS CORPORATION	JANITORIAL SERVICES	\$ 192.49	
87939	CITY OF RIALTO-ALARM PROGRAM	ALARM PERMIT RENEWAL	\$ 26.90	
87940	COASTAL BUILDING SERVICES INC	Janitorial Services	\$ 729.00	
87941	COLONIAL SUPPLEMENTAL INSURANCE	EE Adjust	\$ (25.67)	
87941	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	\$ 1,895.01	
87941	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	\$ 1,329.98	
87941	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	\$ 1,920.54	
87941	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	\$ 1,329.91	
87942	DIGITAL IMAGE SOLUTIONS, LLC	COPIER MAINTENANCE-8/14/24-9/13/24	\$ 18.01	
87943	DMV RENEWAL	2019 TRAILER	\$ 10.00	
87944	FERGUSON ENTERPRISES INC # 677	STOCK ORDER 11-18-24	\$ 221.66	
87944	FERGUSON ENTERPRISES INC # 677	STOCK ORDER 11-18-24	\$ 353.73	
87944	FERGUSON ENTERPRISES INC # 677	STOCK ORDER 11-18-24	\$ 346.28	
87944	FERGUSON ENTERPRISES INC # 677	STOCK ORDER 11-18-24	\$ 263.01	
87944	FERGUSON ENTERPRISES INC # 677	STOCK ORDER 11-18-24	\$ 486.08	

WEST VALLEY WATER DISTRICT

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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
87945	FISH WINDOW CLEANING	JANITORIAL SERVICES	\$ 317.00	
87946	GARDA CL WEST INC	ARMORED TRANSPORT-JAN 2025	\$ 615.04	
87946	GARDA CL WEST INC	ARMORED TRANSPORT-NOV 2024	\$ 3.39	
87947	I.U.O.E., LOCAL UNION NO. 12	I.U.O.E LOCAL 12 UNION DUES	\$ 484.00	
87947	I.U.O.E., LOCAL UNION NO. 12	I.U.O.E LOCAL 12 UNION DUES	\$ 484.00	
87948	JOHNSON'S HARDWARE INC	SHOP SUPPLIES	\$ 49.51	
87948	JOHNSON'S HARDWARE INC	DISTRICT MAINTENANCE	\$ 85.11	
87949	LEGAL SHIELD	LEGALSHIELD	\$ 187.89	
87949	LEGAL SHIELD	LEGALSHIELD	\$ 187.86	
87949	LEGAL SHIELD	EE Adjust	\$ 28.90	
87950	MARIPOSA LANDSCAPES INC	Landscape Maintenance Service	\$ 7,445.98	
87951	NEO GOV	ANNUAL MAINTENANCE	\$ 12,348.00	
87952	O'REILLY AUTO PARTS	VEHICLE MAINTENANCE	\$ 309.80	
87952	O'REILLY AUTO PARTS	VEHICLE MAINTENANCE	\$ (22.00)	
87953	RIALTO WATER SERVICES	FBR WATER SERVICE-11/18/24-12/16/24	\$ 1,813.28	
87953	RIALTO WATER SERVICES	HQ WATER SERVICE-11/22/24-12/18/24	\$ 120.58	
87953	RIALTO WATER SERVICES	ROEMER WATER SERVICE-10/31/24-11/30/24	\$ 67.17	
87954	SAN BERNARDINO COUNTY ATC CONTROLLER DIVISION	LAFCO FEES 2024-2025	\$ 20,000.00	
87955	SO CAL LOCKSMITH	DISTRICT REP/MAINT	\$ 47.19	
87955	SO CAL LOCKSMITH	DISTRICT REP/MAINT	\$ 236.92	
87955	SO CAL LOCKSMITH	DISTRICT REP/MAINT	\$ 90.00	
87955	SO CAL LOCKSMITH	DISTRICT REP/MAINT	\$ 193.23	
87956	SO CALIFORNIA EDISON	ROEMER ELECTRICITY-11/27/24-12/29/24	\$ 52,519.89	
87957	STATE WATER RESOURCES CONTROL BOARD	WATER SYSTEM ANNUAL FEES 2024-2025	\$ 96,996.16	
87958	TRI CITIES ANSWERING SERVICE & CALL CTR	ANSWERING SERVICE-10/10/24-11/09/24	\$ 1,041.95	
87958	TRI CITIES ANSWERING SERVICE & CALL CTR	ANSWERING SERVICE-11/10/24-12/09/24	\$ 900.05	
87959	TYLER TECHNOLOGIES INC	INSITE TRANSACTION FEES 10/1/24-12/31/24	\$ 1,152.20	
87960	US BANK	ADMIN FEES	\$ 2,300.00	
87961	VERIZON CONNECT FLEET USA LLC	SERVICES JANUARY 2025	\$ 909.15	
87962	VERIZON WIRELESS PHONES	CELL PHONES/IPADS	\$ 5,289.22	
87962	VERIZON WIRELESS PHONES	CELL PHONES/IPADS	\$ 114.51	
87962	VERIZON WIRELESS PHONES	CELL PHONES/IPADS	\$ 1,117.85	
87963	YO FIRE	STOCK ORDER 10282024	\$ 447.16	
87963	YO FIRE	BRASS CORP ADAPTER	\$ 258.60	
87963	YO FIRE	STOCK ORDER 12-18-24	\$ 139.00	
87963	YO FIRE	STOCK ORDER 12-18-24	\$ 8.62	
87963	YO FIRE	STOCK ORDER 12-18-24	\$ 37.71	
87963	YO FIRE	STOCK ORDER 12-18-24	\$ 60.34	
87963	YO FIRE	STOCK ORDER 12-18-24	\$ 73.27	
87963	YO FIRE	STOCK ORDER 12-18-24	\$ 120.68	
87963	YO FIRE	STOCK ORDER 12-18-24	\$ 122.84	
87963	YO FIRE	CLOW 860	\$ 3,550.36	
87964	WELLS, CLIFTON M.	CUSTOMER REFUND	\$ 58.72	
87965	ARIZONA PIPELINE COMPANY	CUSTOMER REFUND	\$ 3,760.00	
87966	GRAY, LATEARSA	CUSTOMER REFUND	\$ 904.14	
87967	GGF, Inc. a Illinois Corporation	CUSTOMER REFUND	\$ 119.25	
87968	MORALES, GUILLERMO	CUSTOMER REFUND	\$ 13.49	
87969	MENDOZA, ROSALINO	CUSTOMER REFUND	\$ 42.70	
87970	PEREZ, MARIA/JOSE G.	CUSTOMER REFUND	\$ 41.36	
87971	MONTE VISTA HOMES	CUSTOMER REFUND	\$ 20.61	
87972	MONTE VISTA HOMES	CUSTOMER REFUND	\$ 40.31	
87973	Alvarez, Katia E.	CUSTOMER REFUND	\$ 66.49	
87974	REYNOLDS, TINA M/EDWIN M	CUSTOMER REFUND	\$ 86.21	
87975	LLAMAS, GUSTAVO	CUSTOMER REFUND	\$ 46.40	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
JANUARY 2025

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
87976	LENNAR HOMES	CUSTOMER REFUND	\$ 34.87	
87977	LENNAR HOMES	CUSTOMER REFUND	\$ 11.07	
87978	LENNAR HOMES	CUSTOMER REFUND	\$ 39.13	
87979	LENNAR HOMES	CUSTOMER REFUND	\$ 21.57	
87980	LENNAR HOMES	CUSTOMER REFUND	\$ 28.26	
87981	LENNAR HOMES	CUSTOMER REFUND	\$ 20.32	
87982	Rana, Abubakar Mohammed	CUSTOMER REFUND	\$ 47.32	
87983	LENNAR CORP	CUSTOMER REFUND	\$ 25.90	
87984	CARVAJAL, ANTONIO & MIRIAM	CUSTOMER REFUND	\$ 33.52	
87985	Tahmassebi, Ali Reza	CUSTOMER REFUND	\$ 39.99	
87986	DOUGLAS, PAUL	CUSTOMER REFUND	\$ 6.30	
87987	STEVENSON, RENANDA/LEON	CUSTOMER REFUND	\$ 30.69	
87988	CLARK, WASANA	CUSTOMER REFUND	\$ 58.92	
87989	Reyes, Patricia	CUSTOMER REFUND	\$ 132.00	
87990	Marin, Scott & Kaitlyn	CUSTOMER REFUND	\$ 23.72	
87991	LENNAR HOMES	CUSTOMER REFUND	\$ 1.87	
87992	LENNAR HOMES	CUSTOMER REFUND	\$ 3.83	
87993	LENNAR HOMES	CUSTOMER REFUND	\$ 19.36	
87994	LENNAR HOMES	CUSTOMER REFUND	\$ 14.87	
87995	FAJARDO, RYAN	CUSTOMER REFUND	\$ 49.62	
87996	HERNANDEZ, SERGIO	CUSTOMER REFUND	\$ 40.92	
87997	INC, Opendoor Labs	CUSTOMER REFUND	\$ 56.31	
87998	SUKHBIR, SINGH HUNDAZ	CUSTOMER REFUND	\$ 42.72	
87999	RIALTO PROPERTIES	CUSTOMER REFUND	\$ 960.83	
88000	CASCADE DRILLING	CUSTOMER REFUND	\$ 3,525.42	
88001	CALMEX ENGINEERING INC	CUSTOMER REFUND	\$ 3,420.28	
88002	CARROLL, DANNY L	CUSTOMER REFUND	\$ 3,605.52	
88003	LENNAR	CUSTOMER REFUND	\$ 1,211.87	
88004	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 336.64	
88004	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 18.31	
88004	AMAZON.COM SALES INC	DISTRICT MAINTENANCE SUPPLIES	\$ 75.40	
88004	AMAZON.COM SALES INC	DISTRICT MAINTENANCE SUPPLIES	\$ 18.51	
88004	AMAZON.COM SALES INC	DISTRICT MAINTENANCE SUPPLIES	\$ 17.22	
88005	CITY OF COLTON	PERMIT FEES	\$ 618.00	
88006	CITY OF RIALTO-ENGINEERING SERVICES DEPARTMENT	ENCROACHMENT PERMIT-1105 W ORCHARD	\$ 958.70	
88006	CITY OF RIALTO-ENGINEERING SERVICES DEPARTMENT	ENCROACHMENT PERMIT-1508 W NORWOOD	\$ 958.70	
88006	CITY OF RIALTO-ENGINEERING SERVICES DEPARTMENT	ENCROACHMENT PERMIT-2824 N LOCUST	\$ 994.70	
88006	CITY OF RIALTO-ENGINEERING SERVICES DEPARTMENT	ENCROACHMENT PERMIT-2375 N PALM	\$ 958.70	
88006	CITY OF RIALTO-ENGINEERING SERVICES DEPARTMENT	ENCROACHMENT PERMIT-971 CHESHIRE	\$ 958.70	
88006	CITY OF RIALTO-ENGINEERING SERVICES DEPARTMENT	ENCROACHMENT PERMIT-3247 N SILVERBERRY	\$ 958.70	
88006	CITY OF RIALTO-ENGINEERING SERVICES DEPARTMENT	ENCROACHMENT PERMIT-555 S DRIFTWOOD	\$ 958.70	
88006	CITY OF RIALTO-ENGINEERING SERVICES DEPARTMENT	ENCROACHMENT PERMIT-1222 S DRIFTWOOD	\$ 958.70	
88006	CITY OF RIALTO-ENGINEERING SERVICES DEPARTMENT	ENCROACHMENT PERMIT-2105 N CEDAR	\$ 958.70	
88006	CITY OF RIALTO-ENGINEERING SERVICES DEPARTMENT	ENCROACHMENT PERMIT-823 W GROVEWOOD	\$ 958.70	
88006	CITY OF RIALTO-ENGINEERING SERVICES DEPARTMENT	ENCROACHMENT PERMIT-1380 W ORCHARD	\$ 958.70	
88007	COLTON PUBLIC UTILITIES	WELL 18A ELECTRIC-11/27/24-12/30/24	\$ 893.93	
88008	EARTHCAM INC	LIVE STREAM SOFTWARE	\$	450.00
88009	FIFTH ASSET INC DBA DEBTBOOK	SUBSCRIPTION FY24/25	\$ 3,000.00	
88010	FONTANA CHAMBER OF COMMERCE	MEMBERSHIP FEES	\$ 600.00	
88011	GALLAGHER BENEFIT SERVICES INC	CFO RECRUITMENT SERVICES	\$ 6,250.00	
88012	GLADWELL GOVERNMENTAL SERVICES INC	Records Retention Services	\$ 300.00	
88012	GLADWELL GOVERNMENTAL SERVICES INC	Records Retention Services	\$ 450.00	
88013	GRAINGER INC	FBR SUPPLIES	\$ 588.02	
88013	GRAINGER INC	FBR SUPPLIES	\$ 509.17	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
JANUARY 2025

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
88014	INLAND EMPIRE UTILITIES AGENCY	SERVICES JUNE 2024	\$ 4,378.08	
88014	INLAND EMPIRE UTILITIES AGENCY	SERVICES AUGUST 2024	\$ 5,069.58	
88014	INLAND EMPIRE UTILITIES AGENCY	SERVICES NOVEMBER 2024	\$ 1,594.76	
88014	INLAND EMPIRE UTILITIES AGENCY	SERVICES NOVEMBER 2024	\$ 5,069.58	
88014	INLAND EMPIRE UTILITIES AGENCY	SERVICES SEPTEMBER 2024	\$ 94,603.76	
88015	JASON LEE BERKLEY	Cactus Basin Burrowing Owl Survey	\$ 800.00	
88016	MARK WILEY	2023 Water Loss Audit	\$ 1,500.00	
88017	MIRIAM MONTIEL & DAVID ORTIZ	REFUND OF FIRE FLOW OVERPAYMENT	\$ 150.00	
88018	PBK ARCHITECTS, INC.	PSA with PBK for Master Planning Services	\$	17,850.00
88019	PINNACLE PETROLEUM INC	Gasoline and Diesel for Fleet	\$ 11,278.21	
88020	QUADIANT FINANCE USA INC	POSTAGE METER RENTAL	\$ 776.85	
88021	RIALTO WATER SERVICES	WELL #16 WATER SVC-11/25/24-12/23/24	\$ 30.42	
88022	ROBLES, AL	D2 CERTIFICATION	\$ 210.00	
88023	SO CALIFORNIA EDISON	ZONE 8-2 ELECTRICITY	\$ 2,105.69	
88023	SO CALIFORNIA EDISON	S END SHOP-12/07/24-01/07/25	\$ 116.82	
88023	SO CALIFORNIA EDISON	WELL#6-12/10/24-01/09/25	\$ 26,957.63	
88024	STATE WATER RESOURCES CONTROL BOARD	D3 CERTIFICATE-AARON HILLMAN	\$ 90.00	
88025	THE GAS COMPANY	ROEMER 12/04/24-01/04/25	\$ 17.00	
88025	THE GAS COMPANY	HQ GAS SERVICES-12/10/24-01/09/25	\$ 360.27	
88026	THE PUN GROUP LLP	Professional Services/Auditing	\$ 6,900.00	
88026	THE PUN GROUP LLP	Professional Services/Auditing	\$ 2,425.00	
88027	THE STANDARD	LIFE INSURANCE	\$ (27.13)	
88027	THE STANDARD	EE Adjusts	\$ (1,663.90)	
88027	THE STANDARD	AD&D	\$ 29.30	
88027	THE STANDARD	DEPENDENT LIFE	\$ 6.15	
88027	THE STANDARD	LIFE INSURANCE	\$ 216.23	
88027	THE STANDARD	LONG TERM DISABILITY	\$ 24.11	
88027	THE STANDARD	AD&D	\$ 476.47	
88027	THE STANDARD	DEPENDENT LIFE	\$ 132.84	
88027	THE STANDARD	LIFE INSURANCE	\$ 3,517.29	
88027	THE STANDARD	LIFE INSURANCE	\$ 27.13	
88027	THE STANDARD	LONG TERM DISABILITY	\$ 3,078.32	
88027	THE STANDARD	AD&D	\$ 7.36	
88027	THE STANDARD	DEPENDENT LIFE	\$ 2.46	
88027	THE STANDARD	LIFE INSURANCE	\$ 54.26	
88027	THE STANDARD	LONG TERM DISABILITY	\$ 73.28	
88027	THE STANDARD	EMPLOYEE AFTER-TAX	\$ 770.62	
88027	THE STANDARD	EMPLOYEE AFTER-TAX	\$ 726.43	
88028	TRI CITIES ANSWERING SERVICE & CALL CTR	ANSWERING SERVICE 12/10/24-01/09/25	\$ 936.45	
88029	UNDERGROUND SERVICE ALERT	USA FEES-NEW TICKETS	\$ 522.45	
88030	UNIVAR USA INC	Acedic Acid for FBR	\$ 15,737.97	
88030	UNIVAR USA INC	Phosphoric Acid for FBR Plant	\$ 4,827.20	
88030	UNIVAR USA INC	Acedic Acid for FBR	\$ 15,680.21	
88030	UNIVAR USA INC	FBR CHEMICALS-CREDIT	\$ (20,589.30)	
88031	USA BLUEBOOK	HM Locks & Barrel Locks	\$ 4,014.55	
88031	USA BLUEBOOK	HM Locks & Barrel Locks	\$ 689.17	
88031	USA BLUEBOOK	FBR CHEMICALS	\$ 698.46	
88031	USA BLUEBOOK	FBR CHEMICALS	\$ 952.56	
88031	USA BLUEBOOK	ARSENIC SUPPLIES	\$ 776.52	
88032	VIJAY KUMAR	ARSENIC SUPPLIES	\$ 700.00	
88033	VORTEX INDUSTRIES INC	ROEMER SUPPLIES	\$ 750.00	
88033	VORTEX INDUSTRIES INC	ROEMER SUPPLIES	\$ 750.00	
88033	VORTEX INDUSTRIES INC	ROEMER SUPPLIES	\$ 585.00	
88034	WATER SYSTEMS CONSULTING INC	2025 Annual Water Use Report & Support Services	\$ 1,069.00	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
JANUARY 2025

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
88035	WHITE CAP CONSTRUCTION SUPPLY	MAINTENANCE SUPPLIES	\$ 251.18	
88036	Shihadeh, Murad	CUSTOMER REFUND	\$ 57.70	
88037	MONTE VISTA HOMES	CUSTOMER REFUND	\$ 271.41	
88038	Gonsalez, Edward	CUSTOMER REFUND	\$ 46.31	
88039	Henry, Christi Ann	CUSTOMER REFUND	\$ 6.92	
88040	GUEVARA, ROSA A.	CUSTOMER REFUND	\$ 34.77	
88041	THRIFTY OIL CO.	CUSTOMER REFUND	\$ 61.96	
88042	RADIAL INC	CUSTOMER REFUND	\$ 62.69	
88043	ZIGLIFT MATERIAL HANDLING	CUSTOMER REFUND	\$ 99.82	
88044	B & B PLASTICS INC.	CUSTOMER REFUND	\$ 13.75	
88045	INC, L-TEK MACHINING	CUSTOMER REFUND	\$ 74.20	
88046	Asuncion, Jennifer & Eric	CUSTOMER REFUND	\$ 6.12	
88047	RAZON, KRISTINE	CUSTOMER REFUND	\$ 0.80	
88048	LENNAR HOMES	CUSTOMER REFUND	\$ 19.29	
88049	LENNAR HOMES	CUSTOMER REFUND	\$ 1.00	
88050	LENNAR HOMES	CUSTOMER REFUND	\$ 7.39	
88051	FERREIRA CONSTRUCTION CO	CUSTOMER REFUND	\$ 3,322.40	
88052	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 32.33	
88052	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 75.38	
88052	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 80.79	
88053	AT&T	TELEMETRY LINE	\$ 64.10	
88054	CITY OF RIALTO	UTILITY USER TAX-DEC 2024	\$ 48,454.79	
88054	CITY OF RIALTO	UTILITY USER TAX-DEC 2024	\$ (179.81)	
88055	CITY OF SAN BERNARDINO	LYTLE CREEK STREAMFLOW-DEC 2024	\$ 23,266.71	
88056	FAST SERVICE	DECEMBER 2024 SERVICES	\$ 232.00	
88057	FEDEX	MAILING FEES	\$ 57.70	
88057	FEDEX	MAILING FEES	\$ 4.62	
88058	FERGUSON ENTERPRISES INC # 677	FORD BRASS ORDER	\$ 100.66	
88058	FERGUSON ENTERPRISES INC # 677	AIR VAC AND CLOW	\$ 2,122.68	
88058	FERGUSON ENTERPRISES INC # 677	AIR VAC AND CLOW	\$ 2,442.69	
88059	FISH WINDOW CLEANING	JANITORIAL SERVICES	\$ 317.00	
88060	JOHNSON'S HARDWARE INC	MAINTENANCE SUPPLIES	\$ 62.62	
88061	MARIPOSA LANDSCAPES INC	Landscape Maintenance Service	\$ 7,445.98	
88061	MARIPOSA LANDSCAPES INC	Landscape Maintenance Service	\$ 7,445.98	
88062	MASTERS TELECOM LLC	SCADA LINES	\$ 131.22	
88063	MIKE ROQUET CONSTRUCTION, INC.	Street Paving	\$ 14,029.20	
88063	MIKE ROQUET CONSTRUCTION, INC.	Street Paving	\$ 15,733.08	
88063	MIKE ROQUET CONSTRUCTION, INC.	Street Paving	\$ 11,659.77	
88064	MONTELONGO, ERNEST	MEDICARE PART B-OCT TO DEC 2024	\$ 524.10	
88065	MONTELONGO, TERESA E	MEDICARE PART B-OCT TO DEC 2024	\$ 524.10	
88066	PACK N MAIL	DECEMBER 2024 SERVICES	\$ 113.00	
88067	SAN BERNARDINO COUNTY ATC CONTROLLER DIVISION	CONFIRMATION REQUEST SVCS-FY2024	\$ 193.50	
88068	SCOTT EQUIPMENT INC.	EQUIPMENT MAINTENANCE	\$ 172.12	
88069	SO CALIFORNIA EDISON	WELL#17-12/10/24-01/09/25	\$ 590.48	
88069	SO CALIFORNIA EDISON	WELL 11X 12/11/24-01/10/25	\$ 51.00	
88070	TYLER TECHNOLOGIES INC	TECHNICAL SERVICES ANNUAL FEES	\$ 4,996.95	
88071	UNDERGROUND SERVICE ALERT	NEW TICKETS	\$ 217.84	
88072	YO FIRE	10.50" PIPE SADDLE 10/09/2024	\$ 490.26	
88072	YO FIRE	MAINTENANCE SUPPLIES	\$ 215.50	
88073	Ramirez, Andrew Ramirez Cardenas & Ivonne	CUSTOMER REFUND	\$ 77.50	
88074	LENNAR HOMES	CUSTOMER REFUND	\$ 12.82	
88075	GARCIA, MARTHA & JOSE	CUSTOMER REFUND	\$ 0.89	
88076	Lopez, Denise	CUSTOMER REFUND	\$ 6.75	
88077	LENNAR HOMES	CUSTOMER REFUND	\$ 12.60	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
88078	LENNAR HOMES	CUSTOMER REFUND	\$ 5.18	
88079	AKEL ENGINEERING GROUP INC	Pump 7-2 Hydraulic Analysis		\$ 1,890.00
88080	AMAZON.COM SALES INC	WATER QUALITY SUPPLIES	\$ 44.80	
88080	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 805.51	
88080	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 10.75	
88080	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 55.70	
88080	AMAZON.COM SALES INC	COMPUTER SUPPLIES	\$ 301.64	
88081	AQUA-METRIC SALES CO	8" SENSUS REGISTER	\$ 420.23	
88082	BLAINE TECH SERVICES INC	FBR Monitoring Well Sampling	\$ 2,700.00	
88083	BRAY SALES, INC.	Replace broken Bray actuator to hydro plant	\$ 1,468.13	
88084	CALIFORNIA STRATEGIES & ADVOCACY LLC	State Lobbyist Oct 2024	\$ 12,500.00	
88084	CALIFORNIA STRATEGIES & ADVOCACY LLC	State Lobbyist Nov 2024	\$ 12,500.00	
88084	CALIFORNIA STRATEGIES & ADVOCACY LLC	State Lobbyist Dec 2024	\$ 12,585.69	
88085	CEMEX INC	MAINTENANCE SUPPLIES	\$ 295.77	
88086	CHARTER COMMUNICATIONS	CABLE/TELEPHONE	\$ 239.94	
88086	CHARTER COMMUNICATIONS	CABLE/TELEPHONE	\$ 182.16	
88086	CHARTER COMMUNICATIONS	INTERNET SERVICES	\$ 1,549.00	
88087	CINTAS CORPORATION	JANITORIAL SERVICES	\$ 192.49	
88088	CITY ELECTRIC SUPPLY	SHOP SUPPLIES	\$ 261.00	
88089	CLEANMART USA	Janitorial supplies for the District	\$ 688.58	
88090	COASTAL BUILDING SERVICES INC	Janitorial Services	\$ 3,089.00	
88091	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	\$ (0.01)	
88091	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	\$ (0.01)	
88091	COLONIAL SUPPLEMENTAL INSURANCE	EE Adjusts	\$ (0.16)	
88091	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	\$ 1,803.75	
88091	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	\$ 1,173.15	
88091	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	\$ 1,803.71	
88091	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	\$ 1,173.14	
88092	CONTROL TEMP INC	ROEMER SUPPLIES	\$ 489.06	
88093	DIGITAL IMAGE SOLUTIONS, LLC	COPIER MAINTENANCE-12/2/24-1/1/25	\$ 458.48	
88093	DIGITAL IMAGE SOLUTIONS, LLC	COPIER MAINTENANCE-12/4/24-1/3/25	\$ 152.55	
88094	FEDEX	MAILING FEES	\$ 36.95	
88095	FERGUSON ENTERPRISES INC # 677	60440-FULL CIRCLE CLAMP 15.92-16.67	\$ 701.98	
88095	FERGUSON ENTERPRISES INC # 677	SHOP SUPPLIES	\$ 232.74	
88095	FERGUSON ENTERPRISES INC # 677	DISTRICT MAINTENANCE SUPPLIES	\$ 420.23	
88096	GENERAL DOOR SERVICE INC	Replacement doors for damaged doors at 4-1 Booster	\$ 2,780.47	
88097	GHD INC	Professional Engineering Services Roemer Expansion		\$ 234,497.07
88098	GRAINGER INC	PRODUCTION SUPPLIES	\$ 109.49	
88099	HAAKER EQUIPMENT COMPANY	MAINTENANCE SUPPLIES	\$ 457.94	
88099	HAAKER EQUIPMENT COMPANY	MAINTENANCE SUPPLIES	\$ 803.80	
88100	HOME DEPOT	ROEMER MAINTENANCE	\$ 437.39	
88100	HOME DEPOT	DISTRICT MAINTENANCE	\$ 723.92	
88100	HOME DEPOT	DISTRICT MAINTENANCE	\$ 51.19	
88100	HOME DEPOT	DISTRICT MAINTENANCE	\$ 92.26	
88101	HUNT ORTMANN PALFFY NIEVES DARLING & MAH INC	PROFESSIONAL SERVICES-DEC 2024		\$ 219.00
88102	I.U.O.E., LOCAL UNION NO. 12	I.U.O.E LOCAL 12 UNION DUES	\$ 484.00	
88102	I.U.O.E., LOCAL UNION NO. 12	I.U.O.E LOCAL 12 UNION DUES	\$ 562.50	
88103	INLAND EMPIRE UTILITIES AGENCY	SERVICES DEC 2024	\$ 1,594.76	
88104	JOHNSON'S HARDWARE INC	WATER QUALITY SUPPLIES	\$ 98.19	
88104	JOHNSON'S HARDWARE INC	WATER QUALITY SUPPLIES	\$ 98.01	
88104	JOHNSON'S HARDWARE INC	MAINTENANCE SUPPLIES	\$ 97.99	
88104	JOHNSON'S HARDWARE INC	MAINTENANCE SUPPLIES	\$ 34.80	
88104	JOHNSON'S HARDWARE INC	SHOP SUPPLIES	\$ 30.15	
88105	LEGAL SHIELD	LEGALSHIELD	\$ 158.80	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
88105	LEGAL SHIELD	LEGALSHIELD	\$ 129.79	
88105	LEGAL SHIELD	LEGALSHIELD	\$ 14.45	
88105	LEGAL SHIELD	EE Adjusts	\$ 264.11	
88106	LOWES	ROEMER SUPPLIES	\$ 43.83	
88106	LOWES	ROEMER SUPPLIES	\$ 23.58	
88106	LOWES	MAINTENANCE SUPPLIES	\$ 273.43	
88107	MASTERS TELECOM LLC	SCADA LINE SERVICES	\$ 131.48	
88108	MENA-ROSALES, ERIC	CAPPO CONFERENCE MEALS/TRANSPORTATION	\$ 252.93	
88109	MERIT OIL COMPANY	PRODUCTION SUPPLIES	\$ 514.26	
88109	MERIT OIL COMPANY	PRODUCTION SUPPLIES	\$ 880.12	
88110	MIKE ROQUET CONSTRUCTION, INC.	Street Paving	\$ 14,650.00	
88111	PAUL THOMAS	RECEIPT BOOKS FOR CUST SVC	\$ 531.06	
88112	R&S OVERHEAD DOORS OF INLAND EMPIRE INC	DISTRICT MAINTENANCE	\$ 625.00	
88113	RIALTO WATER SERVICES	FBR WATER SVC-12/16/24-01/13/25	\$ 1,915.64	
88113	RIALTO WATER SERVICES	HQ WATER SERVICE	\$ 119.51	
88113	RIALTO WATER SERVICES	ROEMER 11/30/24-12/31/24	\$ 67.17	
88114	S&J SUPPLY CO INC	15.25" OD X 15" WIDE FCRC	\$ 976.22	
88114	S&J SUPPLY CO INC	STOCK ORDER 12-12-24	\$ 105.60	
88114	S&J SUPPLY CO INC	STOCK ORDER 12-12-24	\$ 213.35	
88114	S&J SUPPLY CO INC	STOCK ORDER 12-12-24	\$ 213.35	
88114	S&J SUPPLY CO INC	STOCK ORDER 12-12-24	\$ 25.58	
88114	S&J SUPPLY CO INC	30107 MUELLER	\$ 2,679.78	
88114	S&J SUPPLY CO INC	WELD ORDER	\$ 33.40	
88114	S&J SUPPLY CO INC	WELD ORDER	\$ 120.53	
88114	S&J SUPPLY CO INC	WELD ORDER	\$ 86.06	
88114	S&J SUPPLY CO INC	WELD ORDER	\$ 147.64	
88114	S&J SUPPLY CO INC	WELD ORDER	\$ 45.00	
88114	S&J SUPPLY CO INC	WELD ORDER	\$ 21.17	
88114	S&J SUPPLY CO INC	WELD ORDER	\$ 172.12	
88114	S&J SUPPLY CO INC	WELD ORDER	\$ 263.34	
88115	SAN BERNARDINO COUNTY RECORDER	LIEN RELEASE	\$ 20.00	
88116	SO CALIFORNIA EDISON	BLF ELECTRICITY-12/9/24-01/20/25	\$ 287.66	
88116	SO CALIFORNIA EDISON	VARIOUS LOCATIONS	\$ 12,627.02	
88116	SO CALIFORNIA EDISON	VARIOUS LOCATIONS	\$ 61,280.53	
88116	SO CALIFORNIA EDISON	VARIOUS LOCATIONS	\$ 64,206.39	
88116	SO CALIFORNIA EDISON	VARIOUS LOCATIONS	\$ 697.80	
88116	SO CALIFORNIA EDISON	VARIOUS LOCATIONS	\$ 2,480.00	
88116	SO CALIFORNIA EDISON	VARIOUS LOCATIONS	\$ 22,111.23	
88116	SO CALIFORNIA EDISON	VARIOUS LOCATIONS	\$ 217.66	
88116	SO CALIFORNIA EDISON	VARIOUS LOCATIONS	\$ 3,373.80	
88117	THE STANDARD	LONG TERM DISABILITY	\$ (27.88)	
88117	THE STANDARD	AD&D	\$ 33.40	
88117	THE STANDARD	DEPENDENT LIFE	\$ 7.38	
88117	THE STANDARD	LIFE INSURANCE	\$ 246.46	
88117	THE STANDARD	LONG TERM DISABILITY	\$ 31.00	
88117	THE STANDARD	AD&D	\$ 343.50	
88117	THE STANDARD	DEPENDENT LIFE	\$ 104.55	
88117	THE STANDARD	LIFE INSURANCE	\$ 2,532.89	
88117	THE STANDARD	LIFE INSURANCE	\$ 27.13	
88117	THE STANDARD	LONG TERM DISABILITY	\$ 2,609.53	
88117	THE STANDARD	AD&D	\$ 3.68	
88117	THE STANDARD	EE Adjusts	\$ 48.93	
88117	THE STANDARD	Difference in rates	\$ (218.46)	
88117	THE STANDARD	EMPLOYEE AFTER-TAX	\$ 737.47	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
JANUARY 2025

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
88117	THE STANDARD	EMPLOYEE AFTER-TAX	\$ 16.55	
88117	THE STANDARD	EMPLOYEE AFTER-TAX	\$ 744.03	
88117	THE STANDARD	January, 2025 Statement	\$ 1,927.38	
88117	THE STANDARD	Retirees	\$ 530.82	
88118	TYLER TECHNOLOGIES INC	ERP Pro 10 Custom configuration services	\$ 3,280.00	
88119	ULINE	SHOP SUPPLIES	\$ 57.62	
88120	UNIVAR USA INC	Acedic Acid for FBR	\$ 15,636.90	
88121	WATER SYSTEMS CONSULTING INC	2025 Annual Water Use Report & Support Services	\$ 4,609.50	
88121	WATER SYSTEMS CONSULTING INC	Professional Services for Assessing Nitrate levels	\$ 8,159.00	
88122	YO FIRE	CLOW 850 HYDRANT ORDER	\$ 19,782.90	
88122	YO FIRE	CLOW 860 SUPER HYDRANT	\$ 3,394.13	
88122	YO FIRE	MAINTENANCE SUPPLIES	\$ 498.45	
88122	YO FIRE	MAINTENANCE SUPPLIES	\$ 469.79	
88122	YO FIRE	MAINTENANCE SUPPLIES	\$ 355.58	
DFT0004119	PCL CONSTRUCTION INC	Design and Construction of Roemer Upgrade		\$ 1,774,091.94
DFT0004119	PCL CONSTRUCTION INC	RETENTION		\$ (88,704.60)
DFT0004120	TRUST OPERATIONS/CT-AZ	RETENTION 22-0 FOR PCL		\$ 88,704.60
DFT0004188	PCL CONSTRUCTION INC	Design and Construction of Roemer Upgrade	\$ 2,929,923.39	
DFT0004188	PCL CONSTRUCTION INC	RETENTION	\$ (146,496.17)	
DFT0004189	TRUST OPERATIONS/CT-AZ	RETENTION PMT-PCL CONSTRUCTION	\$ 146,496.17	
SUBTOTALS			\$ 5,224,946.01	\$ 2,087,296.66
GRAND TOTAL			\$ 7,312,242.67	

Exhibit B

**WEST VALLEY WATER DISTRICT
PAYROLL GROSS WAGES
FISCAL YEAR 2024 - 2025**

Report Month	Description	From	To	Gross Wages Paid
July 2024	Pay Period #1	06/01/24	06/30/24	10,319.00
July 2024	Pay Period #14	06/21/24	07/05/24	364,859.06
July 2024	Pay Period #15	07/05/24	07/19/24	384,306.79
Total for July 2024				759,484.85
August 2024	Monthly Pay Period #8	07/01/24	07/31/24	10,112.62
August 2024	Pay Period #16	07/19/24	08/02/24	399,164.38
August 2024	Pay Period #17	08/02/24	08/16/24	369,382.81
Total for August 2024				778,659.81
September 2024	Monthly Pay Period #9	08/01/24	08/31/24	8,255.20
September 2024	Pay Period #18	08/16/24	08/30/24	375,168.59
	Pay Period #18 (Correction)	08/16/24	08/30/24	-
September 2024	Pay Period #19 & Correction	08/30/24	09/13/24	375,150.76
Total for September 2024				758,574.55
October 2024	Monthly Pay Period #10	09/01/24	09/30/24	9,080.72
October 2024	Pay Period #20	09/13/24	09/27/24	370,916.31
October 2024	Pay Period #21	09/27/24	10/11/24	383,402.01
	Pay Period #22	10/12/24	10/25/24	370,987.30
Total for October 2024				1,134,386.34
November 2024	Monthly Pay Period #11	10/01/24	10/31/24	10,566.44
November 2024	Pay Period #23	10/25/24	11/08/24	381,778.79
November 2024	Pay Period #24	11/08/24	11/22/24	453,832.93
Total for November 2024				846,178.16
December 2024	Monthly Pay Period #12	11/01/24	11/30/24	10,184.43
December 2024	Pay Period #25	11/23/24	12/06/24	394,066.03
December 2024	Pay Period #26	12/06/24	12/20/24	377,704.02
Total for December 2024				781,954.48
January 2025	Monthly Pay Period #1	12/01/24	12/31/24	10,184.43
January 2025	Pay Period #1	12/21/24	01/03/25	781,883.86
January 2025	Pay Period #2	01/04/25	01/17/25	383,801.81
January 2025	Resignation #1	01/18/25	01/30/25	6,162.54
January 2025	Resignation #2	01/18/25	01/30/25	10,136.13
Total for January 2025				1,192,168.77

**WEST VALLEY WATER DISTRICT
EFT AND PAYROLL ITEMS
JANUARY 2025**

Date	Item	Check No. or EFT	Amount
01/09/25	Monthly Pay Period #1	n/a	0.00
01/09/25	Pay Period #1	8982-8984	21,853.92
01/23/25	Pay Period #2	8985	1,324.81
01/24/25	Resignation #1	8986	3,889.93
01/30/25	Resignation #2	8987	6,743.61
	Total Checks		33,812.27
01/09/25	Monthly Pay Period #1 Direct Deposits	EFT	8,713.64
01/09/25	Federal Tax Withheld Social Security & Medicare	EFT	2,132.64
01/09/25	State Tax Withheld and State Disability Insurance	EFT	167.16
01/09/25	Pay Period #2 Direct Deposits	EFT	483,235.87
01/09/25	Federal Tax Withheld Social Security & Medicare	EFT	235,980.26
01/09/25	State Tax Withheld	EFT	45,639.38
01/09/25	Lincoln Deferred Compensation Withheld	EFT	19,451.57
01/09/25	Lincoln - 401a	EFT	0.00
01/09/25	Lincoln - ROTH	EFT	1,278.77
01/09/25	Lincoln - Employer Match Benefit	EFT	3,725.00
01/09/25	Lincoln - 401a Employer Match Benefit	EFT	0.00
01/09/25	Nationwide Deferred Compensation Withheld	EFT	5,940.61
01/09/25	Nationwide - Employer Match Benefit	EFT	700.00
01/09/25	Nationwide 401a	EFT	0.00
01/09/25	Nationwide ROTH	EFT	150.00
01/09/25	Nationwide - 401a Employer Match Benefit	EFT	0.00
01/09/25	CalPERS Retirement - Classic (EPMC and ER contribution)	EFT	0.00
01/09/25	CalPERS Retirement - 2nd Tier (EE and ER contribution)	EFT	0.00
01/09/25	California State Disbursement	EFT	984.46
01/09/25	Sterling Administration - FSA & Dependent Care	EFT	1,987.48
01/23/25	Pay Period #2 Direct Deposits	EFT	251,554.00
01/23/25	Federal Tax Withheld Social Security & Medicare	EFT	99,513.73
01/23/25	State Tax Withheld and State Disability Insurance	EFT	17,632.22
01/23/25	Lincoln Deferred Compensation Withheld	EFT	15,498.43
01/23/25	Lincoln - 401a	EFT	0.00
01/23/25	Lincoln - ROTH	EFT	1,047.43
01/23/25	Lincoln - Employer Match Benefit	EFT	3,725.00
01/23/25	Lincoln - 401a Employer Match Benefit	EFT	0.00
01/23/25	Nationwide Deferred Compensation Withheld	EFT	5,890.61
01/23/25	Nationwide - Employer Match Benefit	EFT	700.00
01/23/25	Nationwide 401a	EFT	0.00
01/23/25	Nationwide ROTH	EFT	250.00
01/23/25	CalPERS Retirement - Classic (EPMC and ER contribution)	EFT	0.00
01/23/25	CalPERS Retirement - 2nd Tier (EE and ER contribution)	EFT	0.00
01/23/25	California State Disbursement	EFT	984.46
01/23/25	Sterling Administration - FSA & Dependent Care	EFT	1,904.15

**WEST VALLEY WATER DISTRICT
EFT AND PAYROLL ITEMS
JANUARY 2025**

Date	Item	Check No. or EFT	Amount
01/09/25	Sterling Admin. PreFunding for 2025	EFT	3,975.00
01/15/25	CalPERS Classic PPE 12/06/2024	EFT	35,955.51
01/15/25	CalPERS PEPRA PPE 12/06/2024	EFT	23,468.78
01/24/25	Federal Tax Withheld Social Security & Medicare	EFT	2,241.30
01/24/25	State Tax Withheld	EFT	275.23
01/30/25	Federal Tax Withheld Social Security & Medicare	EFT	3,120.70
01/30/25	State Tax Withheld and State Disability Insurance	EFT	889.00
	Total EFT		<u>1,278,712.39</u>
	Grand Total Payroll Cash		<u>1,312,524.66</u>



STAFF REPORT

DATE: February 10, 2025
TO: Finance Committee
FROM: William Fox, Chief Financial Officer
SUBJECT: Monthly Revenue and Expenditures Report - January 2025

MEETING HISTORY:

N/A

BACKGROUND:

The Board of Directors requested the Monthly Financial Status Reports to be presented to the Finance Committee for review and discussion before presenting them to the Board of Directors. The reports are being produced by the District's Financial System (System of Records) and will be presented on a monthly basis.

DISCUSSION:

The Monthly Financial Status Report (**Exhibit A**) summarizes the District's revenue categories as well as expenditures for all Departments. The original total budget includes the adopted budget. The current total budget includes the adopted budget plus any budget amendments or adjustments made during the year. Period activity column represents activity for the reporting periods. The fiscal activity column represents the year-to-date activity or transactions that have been recorded in the general ledger from the beginning of the fiscal year July 1 through June 30th. The encumbrance column represents funds encumbered with a purchase order that's not spent but committed. The percentage column represents the percentage of the current budget that has been received (Revenue) or utilized (Expenditure).

In summary, for the first seven months of the fiscal year through January 2025, the District has total earned revenues of \$27,635,001 and incurred total expenses of \$17,887,017. This results in an operating surplus of \$9,747,984. The surplus is being used to support the Capital Improvement Program. Contributing to the positive results are water sales and investment income greater than budgeted. Also contributing to the operating surplus is overall departmental expenditures are less than budgeted.

FISCAL IMPACT:

There is no fiscal impact for producing the January 2025 Monthly Revenue & Expenditure Report.

REQUESTED ACTION:

Foreword a recommendation to the Board of Directors to approve the January 2025 Monthly Revenue and Expenditures Report.

Attachments

[Exhibit A - 2025 January Monthly Rev Exp Report.pdf](#)

EXHIBIT A



Budget Report Group Summary

For Fiscal: 2024-2025 Period Ending: 01/31/2025

Departmen...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Revenue						
4000 - Water consumption sales	19,360,000.00	19,360,000.00	1,361,769.46	13,775,901.65	-5,584,098.35	71.16 %
4010 - Water service charges	8,890,000.00	8,890,000.00	490,010.95	5,138,971.80	-3,751,028.20	57.81 %
4020 - Other operating revenue	4,806,616.00	4,806,616.00	297,095.08	2,641,077.07	-2,165,538.93	54.95 %
4030 - Property Taxes	3,677,030.00	3,677,030.00	43,363.84	2,585,616.83	-1,091,413.17	70.32 %
4040 - Interest & Investment Earnings	4,000,000.00	4,200,000.00	480,059.90	3,338,914.35	-861,085.65	79.50 %
4050 - Rental Revenue	41,000.00	41,000.00	3,378.84	23,651.88	-17,348.12	57.69 %
4060 - Grants and Reimbursements	1,554,757.00	1,554,757.00	0.00	124,810.34	-1,429,946.66	8.03 %
4080 - Other Non-Operating Revenue	32,000.00	32,000.00	3,039.00	6,057.34	-25,942.66	18.93 %
Revenue Total:	42,361,403.00	42,561,403.00	2,678,717.07	27,635,001.26	-14,926,401.74	64.93 %

Budget Report

For Fiscal: 2024-2025 Period Ending: 01/31/2025

Department...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Used
Expense						
5110 - Source Of Supply	2,310,700.00	2,310,700.00	851,656.86	1,382,556.32	928,143.68	59.83 %
5210 - Production	5,177,350.00	5,177,350.00	438,869.07	2,356,486.54	2,820,863.46	45.52 %
5310 - Water Quality	855,225.00	855,225.00	67,848.91	437,305.62	417,919.38	51.13 %
5320 - Water Treatment - Perchlorate	685,000.00	685,000.00	1,879.28	188,103.60	496,896.40	27.46 %
5350 - Water Treatment - FBR/FXB	2,389,005.00	2,365,005.00	196,079.17	1,081,853.75	1,283,151.25	45.74 %
5390 - Water Treatment - Roemer/Arsenic	2,348,920.00	2,318,920.00	210,316.62	1,418,938.84	899,981.16	61.19 %
5410 - Maintenance - T & D	3,303,500.00	3,303,500.00	356,520.78	1,478,919.87	1,824,580.13	44.77 %
5510 - Customer Service	1,083,500.00	1,083,500.00	107,648.21	757,178.31	326,321.69	69.88 %
5520 - Meter Reading	1,094,100.00	1,108,500.00	84,856.78	531,624.03	576,875.97	47.96 %
5530 - Billing	614,800.00	614,800.00	71,466.09	355,160.04	259,639.96	57.77 %
5610 - Administration	2,337,295.00	2,333,795.00	209,157.82	1,260,728.97	1,073,066.03	54.02 %
5615 - General Operations	3,087,098.00	3,111,098.00	263,362.24	1,910,378.57	1,200,719.43	61.41 %
5620 - Accounting	928,430.00	928,430.00	125,414.77	629,973.77	298,456.23	67.85 %
5630 - Engineering	2,173,300.00	2,203,300.00	208,669.07	1,143,453.81	1,059,846.19	51.90 %
5640 - Business Systems	1,662,116.00	1,662,116.00	129,175.70	906,936.43	755,179.57	54.57 %
5645 - GIS	310,200.00	310,200.00	19,456.41	110,665.57	199,534.43	35.68 %
5650 - Board Of Directors	339,500.00	339,500.00	26,223.58	141,384.64	198,115.36	41.64 %
5660 - Human Resources/Risk Management	949,730.00	984,730.00	72,686.65	462,518.83	522,211.17	46.97 %
5680 - Purchasing	734,300.00	734,300.00	58,285.60	383,631.89	350,668.11	52.24 %
5710 - Public Affairs	1,520,985.00	1,524,485.00	115,072.30	602,209.49	922,275.51	39.50 %
5720 - Grants & Rebates	325,000.00	325,000.00	14,250.00	33,292.81	291,707.19	10.24 %
6200 - Interest Expense	912,000.00	912,000.00	0.00	313,714.98	598,285.02	34.40 %
6300 - Debt Administration Service	6,615.00	6,615.00	0.00	0.00	6,615.00	0.00 %
Expense Total:	35,148,669.00	35,198,069.00	3,628,895.91	17,887,016.68	17,311,052.32	50.82 %
Report Surplus (Deficit):	7,212,734.00	7,363,334.00	-950,178.84	9,747,984.58	2,384,650.58	132.39 %

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
100 - Water Operations Fund	7,212,734.00	7,363,334.00	-950,178.84	9,747,984.58	2,384,650.58
Report Surplus (Deficit):	7,212,734.00	7,363,334.00	-950,178.84	9,747,984.58	2,384,650.58



STAFF REPORT

DATE: February 10, 2025
TO: Finance Committee
FROM: William Fox, Chief Financial Officer
SUBJECT: Treasurer's Report - January 2025

MEETING HISTORY:

N/A

BACKGROUND:

On a monthly basis the Finance Committee meets with the General Manager and Finance Staff to review the Treasurer's Report that covers the prior month. This encompasses balances, reserve levels, reserve classifications, interest earned, investment maturities, re-investments made during the month, and compliance with the State of California Local Agency Investment Guidelines.

DISCUSSION:

West Valley Water District ("District") contracts with the Clifton Larson Allen LLP to prepare the monthly Treasurer's Report. This is an independent report that opines on the investment balances, classifications, and activity. This report also examines the District's investment policy to ensure that it follows the State of California's Local Agency Investment Guidelines (Government Code Section 53601(b)). The Treasurer Report for the Month of January 2025 is presented to the Finance Committee for review and discussion. The report is being finalized and will be provided the night of the meeting as **Exhibit A**.

FISCAL IMPACT:

The monthly cost of \$3,100 for completion of the report was included in the FY 2024-25 annual budget.

REQUESTED ACTION:

Forward a recommendation to the Board of Directors to approve the January 2025 Treasurer's Report.